



First Nations University of Canada

(formerly Saskatchewan Indian Federated College)

2015-2018

Collective Agreement



University of Regina Faculty Association

Representing the

First Nations University Academic Staff Members

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First Nations University Academic Staff Members

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ARTICLE 1 - PREAMBLE

1.1 The parties to the agreement recognize that First Nations University of Canada (hereinafter referred to as the University) is a unique, First Nations-controlled educational institution founded upon, and operating with the guidance and blessing of the First Nations Elders. The University's objectives include, but are not limited to the following:

- service to First Nations communities;
- promotion, preservation, protection and interpretation of First Nations histories, languages, cultures, and artistic heritages;
- the use of both First Nations and non-First Nations ways of knowing and understanding.

The University embodies the values and aspirations of First Nations peoples to achieve education of quality within a uniquely First Nations environment. The University seeks to promote, for all members of the University family, the development of spirit, body, mind, and sense of community.

1.2 This collective agreement sets forth the terms and conditions governing the employment by the University of members of the University's academic community and is binding upon the parties signing it. The parties agree:

- to affirm the principles of First Nations jurisdiction over the University;
- to support, and encourage the right of First Nations to exercise their inherent right to govern their own affairs.

1.3 The parties agree to carry out their responsibilities under this agreement in a fashion that promotes harmonious relations and to settle any misunderstandings and disagreements in the spirit of traditional First Nations values, within a framework of tolerance, humility, and mutual respect consistent with the inherent right of First Nations to govern their own affairs.

ARTICLE 2 - ACADEMIC FREEDOM AND RESPONSIBILITIES

2.1 Preamble

The First Nations University of Canada is a unique institution in both philosophy and mandate and, as such, has a distinct responsibility to safeguard and promote academic freedom. It is the policy and intent of the University to revise this statement of Academic Freedom as our collective wisdom grows.

The University recognizes:

- that freedom to discover and disseminate knowledge and understanding through research and teaching is fundamental to the advancement of wisdom, and that such freedom is basic to the protection of the rights of the students in learning, and the rights of the teacher in teaching;
- that academics have the duty and the obligation to be responsible and sensitive to the academic and First Nations communities they serve;
- that a unique approach to defining the First Nations perspective, both as an object of study in itself, and as the central life force of the institution, demands an ethic of sensitivity which must be broadly shared and upheld;
- that works of art and scholarship, that sometimes question accepted values and are, therefore, prone to censure through time, must be protected.

2.2 Academic Freedom - General Policy Statement

Academic freedom is essential to the teaching, research, scholarship and community development functions of the University. The University will defend the academic freedom of members from interference from any source; however, the University will not be held accountable for infringements of academic freedom originating beyond the control of the University.

2.2.1 The University recognizes that freedom to discover and disseminate knowledge and understanding through research and teaching is fundamental to the advancement of wisdom, and that such freedom is basic to the protection of the rights of the students in learning and the rights of the teacher in teaching.

2.2.2 The parties agree to continue their practice of upholding, protecting, and promoting academic freedom as essential to the pursuit of truth and the fulfilment of the University's objectives. Academic freedom includes:

- the freedom of academic staff members to examine, question, teach,

and learn;

- to disseminate their opinion(s) on questions related to their teaching, professional activities, and research both inside and outside the classroom;
- to pursue without interference or reprisal, and consistent with the time constraints imposed by their other University duties, their research, creative or professional activities, and to publish and make public the results thereof;
- to have the worth and validity of academic works judged by their peers and Elders in committee, rather than by political interest groups and individuals.

Academic staff members shall conduct their activities with due and proper respect for the intellectual property of First Nations peoples and communities, including, but not limited to, knowledge, ways of knowing, practices, and traditions, for the academic freedom of others, and without contravening the provisions of this agreement.

- 2.2.3 Academic freedom does not require neutrality, nor does it preclude commitment on the part of the individual. Rather, academic freedom makes such commitment possible. However, academic freedom does not confer legal immunity, nor does it diminish the obligations of members to meet their duties and responsibilities.
- 2.2.4 Members of the University academic community are entitled to enjoy freedoms essential to teach, to conduct research and to publish the results thereof, freedom to initiate and to enter into dialogue and discussion in areas of interest and competence, as well as freedom to examine, evaluate, and make critical commentary on matters pertaining to, and subject to, the rigors of academic inquiry.
- 2.2.5 Each academic staff member is entitled to freedom from institutional and political censure in conducting his or her activities relevant to the carrying out of his or her duties as set out in Article 18 of this agreement.
- 2.2.6 In activities in the community at large, academics may not purport to represent the University unless specifically authorized to do so by the President.
- 2.2.7 The University will endeavour to ensure that time and resources are made

available to members of the academic community to contribute to the growth of knowledge and to carry out research needed by the First Nations community.

- 2.2.8 The University will endeavour to provide structural support such as institutional autonomy, permanent employment status, an academic forum, representative peer committees in areas such as academic freedom, rank and promotion, grievances, and ethics.

2.3 **Academic Responsibilities**

- 2.3.1 All academic staff members shall undertake their duties with due regard to standards and procedures collegially agreed to, the academic requirements of the University community, the reputation of the University community, and the obligation to base research and teaching on an honest search for knowledge.

- 2.3.2 Academic staff members have the duty and the obligation to be respectful to the First Nations communities they serve.

- 2.3.3 Academic staff members have a duty to maintain an ethic of sensitivity, which must be broadly shared and upheld, when developing a unique approach to defining the First Nations perspective, both as an object of study in itself, and as the central life-force of the University.

- 2.3.4 Members of the University academic community shall exercise their rights and freedoms with an ethic of sensitivity, encompassing the following understandings:

- a) that First Nations traditional methods and protocols for researching and disseminating knowledge and understanding be recognized as valid;
- b) that academic staff members have the right to research, preserve, and promote knowledge in ways consistent with both First Nations and non-First Nations paths to knowledge.

- 2.3.5 Academic staff members shall discharge their responsibilities in accordance with established University and relevant University of Regina procedures.

- 2.3.6 Academic staff members have the responsibility to maintain a close working relationship with Elders.

- 2.3.7 Academic staff members have the duty and responsibility to treat students

with dignity and respect, free from harassment, which includes, but is not limited to the following:

- a) shall avoid all forms of discrimination;
- b) shall disclose any conflict of interest or other circumstances known to them which may reasonably introduce or appear to introduce bias into their academic judgement or administrative decisions;
- c) shall not accept remuneration from students;
- d) shall refrain from improperly divulging confidential personal information about students;
- e) shall give proper recognition to any reliance on the ideas, work, or assistance of students and shall, where appropriate, obtain prior permission for the use of work done or results obtained by students.

2.3.8 Academic staff members have the duty and responsibility to treat colleagues with dignity and respect, which includes, but is not limited to the following:

- a) to reveal any conflict of interest or any other circumstances known to him or her which may reasonably introduce or appear to introduce bias into any academic or administrative judgement which he or she is called upon to render;
- b) shall not allow personal or business relationships to interfere with any decisional or evaluation process involving colleagues;
- c) shall maintain as confidential any information about colleagues obtained through the exercise of administrative duties, other peer committees, or otherwise obtained on a confidential basis;
- d) shall not inhibit the free exchange and dissemination of ideas or information, nor deliberately interfere with any colleague's performance of workload duties;
- e) shall avoid all forms of discrimination.

Academic staff members recognize the contribution other employees of the University make to the University community and their obligation to treat these other employees as colleagues and shall, consequently, observe toward them the same norms as referred to above.

2.4 **Ethical Conduct in Research and Scholarship**

Ethical conduct in academic research and scholarly activity means:

- 2.4.1 No fabrication, falsification or plagiarism;
- 2.4.2 Recognizing by due acknowledgement the substantive contributions of others;
- 2.4.3 Obtaining the permission of an author before making significant use in any publication of new information, concepts or data obtained through access to manuscripts or grant applications during a peer review process;
- 2.4.4 Only attributing authorship to persons who have participated sufficiently in the work;
- 2.4.5 Not submitting for publications 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 Not engaging in unauthorized and intentional diversion of the research funds of the university, federal or provincial granting councils or other sponsors of research;
- 2.4.7 Complying with relevant federal or provincial statutes or regulations for the protection of researchers, human subjects, or the health and safety of the public, or for the welfare of laboratory animals;
- 2.4.8 Meeting other relevant legal requirements that relate to the conduct or reporting of research and scholarly activity;
- 2.4.9 Revealing 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 Revealing 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 stockholding, significant honoraria or consulting fees, but does not include routine stockholding in a large publicly traded company.

2.5 **Responsibilities Specific to Academic Staff Members**

- 2.5.1 Academic staff members have a responsibility to carry out their duties in accordance with Article 18 - Performance of Duties.
- 2.5.2 Academic staff members have a responsibility to abide by policies and procedures of the University.

ARTICLE 3 - NO DISCRIMINATION

See Article 5 - Promoting Positive Human Relations.

ARTICLE 4 - AFFIRMING DIVERSITY WITHIN A FIRST NATIONS INSTITUTION

- 4.1 In recognition of the mission of the University, and in recognizing that First Nations are vastly under-represented in academia, the parties to this agreement are committed to the principle of employment preference for members of First Nations, Aboriginal persons, and other designated group members, in that order, when recruiting and hiring staff.
- 4.2 The parties to this agreement are committed to pursuing diversity in employment and are committed to the principle of employment equity.
- 4.3 In the process of recruitment, each department will explicitly consider each of the above factors.
- 4.4 When recruiting academic staff members, the University will:
- ensure that all advertisements reflect the University's commitment to the hiring of First Nations persons and employment equity;
 - ensure whenever possible that search committees have appropriate First Nations and gender representation, and an observer from outside the unit present during the deliberations.
- 4.5 The University will undertake appropriate steps to redress historic imbalances in representation for any of the designated groups. The parties agree that appropriate steps include, but are not limited to, advertising and making appointments, and will not be deemed a violation of this article.

ARTICLE 5 - PROMOTING POSITIVE HUMAN RELATIONS

5.1 Preamble

5.1.1 The parties are committed to creating, promoting, and maintaining a positive environment for working and learning that is free from discrimination and harassment, honours the teachings of our Elders, and complies with the Saskatchewan Human Rights Code, and the Saskatchewan Employment Act and Occupational Health and Safety Regulations, or other applicable legislation. The parties are committed to providing an environment that affirms and promotes First Nations cultures and values, and the dignity of human beings of diverse backgrounds and needs.

5.1.2 Harassment and discrimination are, fundamentally, a selective denial of the basic human right to be treated with dignity and respect. The University will not tolerate or condone harassment or discrimination, and will take all reasonably practicable steps to ensure employees, ~~or~~ students and members of the university community (including individuals employed directly or indirectly at the university, students, volunteers and visitors) are not subjected to harassment and/or discrimination, and will take all reasonable steps to prevent this type of behaviour and to stop it if it occurs. Incidents involving alleged harassment and/or discrimination of academic staff by students will be investigated in accordance with the University of Regina's Non-Academic Misconduct Regulations.

5.2 No harassment or discrimination

The parties agree there shall be no harassment, and/or discrimination on the basis of any prohibited grounds set forth in *The Saskatchewan Human Rights Code* (subject to Section 48 of the Human Rights Code, and pension and benefits provisions), and *The Saskatchewan Employment Act, 2014 (Saskatchewan)*.

The Saskatchewan Employment Act, (Saskatchewan) defines harassment as:

any inappropriate conduct, comment, display, action or gesture by a person:

- (i) that either:

- is based on race, creed, religion, color, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin;
- subject to subsections (4) and (5), adversely affects the worker's psychological or physical well-being and that the person knows or ought reasonably to know would cause a worker to be humiliated or intimidated; and

(ii) that constitutes a threat to the health or safety of the worker.

To constitute harassment for the purposes of paragraph (1)(1)(i)(B), either of the following must be established:

- (a) repeated conduct, comments, displays, actions or gestures;
- (b) a single, serious occurrence of conduct, or a single, serious comment, display, action or gesture that has a lasting, harmful effect on the worker.

For the purposes of paragraph (1)(1)(i)(B), harassment does not include any reasonable action that is taken by an employer, or a manager or supervisor employed or engaged by an employer, relating to the management and direction of the employer's workers or the place of employment.

Discrimination is the harmful treatment of an individual or group, based on certain personal characteristics. *The Saskatchewan Human Rights Code* identifies these characteristics: religion, creed, marital status, family status, sex, sexual orientation, gender identity, disability, age, colour, ancestry, nationality, place of origin, race or perceived race, and receipt of public assistance.

The parties further agree there shall be no harassment and/or discrimination on the basis of inclusion or activity in the Association or the Bargaining Unit. Academic staff and administrators, all involved in the accommodation process, must undertake their roles efficiently and effectively, ensuring that accommodations requested adhere to the principles of natural justice and do not compromise academic standards. It is recognized that the accommodation process depends upon honesty and fairness.

No person shall: intimidate, retaliate against, coerce or impose any penalty, loss or disadvantage upon any person on the grounds that that person has made or may make a good faith complaint, disclosure, testimony, or participated in any way through this Article.

Personal harassment is not based on any of the prohibited grounds. It is sometimes referred to as “bullying”.

Personal harassment involves repeated conduct or a single, serious incident that causes a lasting harmful effect on the employee or student. Examples of personal harassment include, but are not limited to: verbal or written abuse or threats; intentional withholding of information and exclusion; insulting, derogatory or degrading comments, jokes or gestures; personal ridicule or malicious gossip; unjustifiable interference with another’s work or work sabotage; refusing to work or co-operate with others; interference with or vandalizing personal property.

5.2.1 **Safe Workplace**

The employer shall endeavor at all times to ensure that members who initiate a complaint under this article are not unduly displaced from their workspace or area as a result of any action by the employer in the investigation or dispensation of actions under the Respectful University policy and procedures. If these actions create a potentially unsafe workspace, the employer will immediately rectify the situation; if members need to be removed from the physical space, the employer will consider the relocation of the respondent first.

5.3 **Respectful University Policy**

5.3.1 The University is committed to maintaining a policy and procedure that will prohibit all forms of discrimination and harassment and ensures that all members of the university community have the right to participate equally in activities of, or at, the university without fear of discrimination or harassment. A formal complaint under any other University policy or collective agreement article may trigger the Respectful University policy. Nothing in this policy will prevent academic staff from seeking redress through the grievance or arbitration procedures of Article 23, or any other recourse allowed by law.

5.3.2 The University, in consultation with the OHS Committee, shall review the FNUUniv Respectful University Policy every three years. Prior to the commencement of the review, the Faculty Association will be notified that the review is scheduled to occur. Any changes to the policy require consultation with Academic staff through Academic Council.

5.3.3 This policy and the provisions of this Collective Agreement shall apply to risks, threats and incidents of discrimination and/or harassment that occur: on university premises; on any other work and study sites under the university's control; during the course of any university sponsored event; and, to conduct not on university premises that has an identifiable and substantial link to the university, or that affects the university working or learning environment.

5.4 **Academic Freedom**

5.4.1 This policy shall not be interpreted, administered, or applied to infringe the academic freedom for academic staff members (as defined by Article 2). The frank discussion of ideas, the pursuit and publication of research and the study and teaching of material with controversial content may not constitute harassment.

5.4.2 The Parties further agree that there shall be no discrimination and/or harassment practiced with respect to any academic staff member who, in a professionally responsible manner as outlined in Article 2, expresses disagreement with the University's policies and practices.

5.5 **No Discrimination**

5.5.1 The parties agree that there shall be no discrimination practised by reason of age, ancestry, race, creed, colour, national origin, political or religious affiliation or belief, sex, sexual orientation, gender identity, marital status, physical handicap (except where the handicap would clearly prevent the carrying out of the required duties, and subject to the provisions of the First Nations University of Canada Group Life and Long Term Disability Plan), and membership or activity in the Association.

The parties further agree that there shall be no discrimination practised with respect to any academic staff member who, in a professionally

responsible manner as outlined in Article 2, expresses disagreement with the University's policies and practices.

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

5.5.2 The parties agree that it is necessary to achieve and maintain balance and establish a strong First Nations presence within faculty at every level. The Elders also affirm that the Creator gave different forms of culture and expression to different peoples, and that these forms are all equally valid. Furthermore, they recognize individuals and groups are enriched through the sharing of their cultural knowledge.

5.5.3 Further, the parties agree that there shall be no discrimination practiced with respect to any academic staff member by reason of family relationship. The parties agree that no member of the academic staff or officer of the University shall take part in formal discussions regarding the application, or the terms and conditions of employment, of a member of that person's family. In addition, an academic staff member may not employ any immediate family member in any capacity on a University-administered research grant which the academic staff member holds except with the approval of the President.

5.5.4 Both parties further agree that when conflicts of interest exist, pursuant to Article 3.3, they will be disclosed with a view to resolving the matter in an open and unbiased manner.

5.6 **Systemic Discrimination**

The Parties are committed to the identification and elimination of systemic discrimination in the workplace. Systemic discrimination occurs when structural barriers or widespread stereotypes and assumptions bar certain groups of people from full participation in activities, contrary to *The Saskatchewan Human Rights Code*.

5.7 **Duty to Accommodate**

The duty to accommodate is a broad equality concept that applies to all grounds of discrimination covered under human rights legislation and the *Canadian Charter of Rights and Freedoms*. Every human rights law in Canada protects workers from discrimination at work, including disability-based discrimination. Discrimination

could occur any time that a workplace rule, job requirement, policy, or practice results in a barrier for a worker.

- 5.7.1 The parties recognize their joint duty under human rights legislation to provide accommodation in the workplace to academic staff members with disabilities. This duty applies to all characteristics identified in *The Saskatchewan Human Rights Code*, and includes but may not be limited to, disabilities, family status, pregnancy, ancestry, and religion.
- 5.7.2 The University will maintain a policy and/or procedure on the duty to accommodate that clearly lays out the responsibilities of the employer, union and worker seeking accommodation that will only be altered in consultation in committee with academic staff and upon notification to the Faculty Association.
- 5.7.3 The University, the Faculty Association, and the employee agree to make every effort to obtain suitable modified or alternate employment to employees who are temporarily or permanently unable to perform or return to their regular duties, as a consequence of a disability, illness or injury, or due to other circumstances identified in the *Saskatchewan Human Rights Code*. In such circumstances the Faculty Association and the University may agree to waive certain provisions of this Agreement. All parties shall work cooperatively to foster an atmosphere conducive to a successful return to work and/or accommodation.
- 5.7.4 Once requested by an employee, or the Faculty Association on their behalf, the University will provide for accommodation of members who face barriers at work related to human rights grounds without undue delay.
- 5.7.5 The University will do everything reasonably practicable including, but not limited to, modifying the workplace and workstations, modifying shifts and schedules, adapting equipment, restructuring duties, and providing other supports and taking other steps to accommodate employees, up to the point of undue hardship. Undue hardship is generally defined as an unbearable financial cost or a considerable disruption to business, or an interference with the rights of others.
- 5.7.6 The definition of disability will be viewed broadly to include disabilities that are physical, mental, developmental or learning; temporary, episodic or

permanent; evident at birth or acquired later in life; and acquired at work or elsewhere.

5.7.7 The parties will respect the right to privacy of the worker seeking accommodation, to the extent possible. Any documentation pertaining to an employee's workplace accommodation shall be kept in a file for this sole purpose, and shall not be retained in an employee's employment file.

5.7.8 The parties agree that the member seeking an accommodation has a duty to disclose the obstacles to employment resulting from their disability and/or other protected circumstances requiring accommodation, but not the diagnosis of their disability. In addition, employees will cooperate with rehabilitation efforts, work within restrictions, and accept reasonable proposals for accommodation.

5.7.9 The parties will cooperate with each other to the fullest extent possible in all accommodation matters.

5.8 **Faculty Association Representation**

All members of the Faculty Association are entitled to be accompanied and represented by the Faculty Association at any point in matters pertaining to harassment and/ or discrimination under this Article. The Employer shall advise any member of this right, whether the member is a complainant, respondent or witness in any process, including referral to the Respectful University Policy and Procedures or any discipline process as a result of a complaint.

ARTICLE 6 - RECOGNITION

6.1 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 eighteenth day of December A.D. 1990, as may be amended from time to time by the said Board or by mutual agreement of the parties to this agreement.

6.2 Contracting Out

While fully recognizing the spirit and the provisions of Articles 7, 14, 15, and 16, 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.

The University will inform the Faculty Association of all contracting out arrangements at least one week prior to the first day of classes of each semester, except in unusual circumstances

The information will contain 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 cases where, due to exceptional circumstances, 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.

Arrangements to contract out to a corporation, organization, or agency for the teaching of credit classes 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 shall not be unreasonably withheld. In making its decision the Faculty Association may take into account the decisions of academic departments of the University.

6.3 The University may contract with persons for teaching of credit classes on a Sessional Lecturer basis.

6.4 The University may arrange or facilitate for the secondment of an employee from or to another place of employment, with the approval of the Faculty Association. Such approval shall not be unreasonably withheld.

ARTICLE 7- ACADEMIC PLANNING (Clauses have been re-arranged in negotiations)

- 7.1 The University and the Faculty Association recognize the importance of the University engaging in a planning process to permit the University to fulfil its obligations. Such planning shall be undertaken in a spirit of collegiality, with open communication consistent with First Nations values. 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.

The parties agree that annual and long range planning is essential to the proper functioning of the University, and to the ability of the University to provide programs which fulfil the needs of the communities and students which it serves. The parties agree, therefore, that it is mutually desirable that both annual and long range planning take place in consultation with Faculty.

7.2 Consultation in Committee

Consultation in committee, wherever it appears throughout the collective agreement, means that the consultative process shall include, but not be limited to, the following elements: meetings scheduled at a reasonable hour and location; 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.

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

- 7.3 When implementing a significant academic planning initiative, service, or program, department heads shall give due consideration to the staffing complement and the workload associated with its implementation.
- 7.4 Any policies and procedures developed by the University shall be fair, transparent, and consistent with the terms of the collective agreement. The University shall consult with academic staff members of changes to policies, or new policies affecting them and shall inform the Faculty Association of changes to policies, or new policies.

Academic staff members shall not be censored or disciplined by the University for

criticizing University decisions or policies. This stipulation does not override academic staff members' responsibilities as defined in Article 2.3. When offering criticism, academic staff are still expected to comply with University policies.

7.5 Within the context of the planning process, recommendations and decisions regarding the academic offerings of the University will be made by bodies charged with those responsibilities under the First Nations University of Canada Act and the University of Regina/FNUUniv Federation Agreement.

7.6 When instituting, developing, reducing, or eliminating programs, the University recognizes the need to institute these changes in a manner that is consistent with First Nations values and in accordance with its responsibility to First Nations peoples in such a way as to minimize the disruption to the careers of academic staff members.

The University agrees to consult with affected staff members on programs and changes that may affect the terms and conditions of employment of academic staff members. Such consultation shall include discussions will give due consideration to the staffing complement and the workload associated with any changes.

7.7 The University and the Faculty Association agree that the quality of instruction depends significantly upon the maintenance of full-time academic staff to teach the credit class program. Therefore, the University will make every effort to avoid increasing the proportion of credit classes taught by other than full-time academic staff. The University shall provide the Faculty Association with the relevant statistics of credit classes taught by Out of Scope Employees at the end of each semester.

7.8 **Retraining**

The University may identify a need and may offer an academic staff member leave of absence for retraining with full pay and benefits for up to eighteen months. The University and the academic staff member shall work out the program in consultation, and the University shall 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.

7.9 **Transfer and Reassignment**

7.9.1 An academic staff member may, by mutual agreement between the member and the University, be given a new academic unit assignment (Article 15.2) within the member's field of competence with no reduction in rank, salary, rights, seniority, and benefits. Offers to transfer by either the University or

the academic staff member shall not be unreasonably refused. When an academic staff member's duties, as outlined in Article 18 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 documents which finalize such a proposal shall be provided to the Faculty Association.

7.9.2 **Transfer to Other Campuses**

The parties acknowledge and agree that the University, in order to fulfil its mandate, must provide educational services at various locations. In order to continue to effectively serve First Nations peoples, it may be necessary for the University, from time to time, to deploy its complement of academic staff from one campus to another. In such event the University agrees to give to the academic staff member(s) affected, and the Faculty Association, reasonable notice of no less than six (6) months, unless mutually agreed otherwise, of the proposed transfer to another campus, and the University agrees to reimburse transferred academic staff members the reasonable expenses of moving and relocation expenses mutually agreed upon, in accordance with University policy. The member has the right to be accompanied by a member of the Faculty Association to all discussions with respect to the transfer. The final version of the proposed transfer agreement, including moving and relocation costs will be provided in writing by the University, to the member prior to the member accepting the transfer.

ARTICLE 8 - FACULTY ASSOCIATION - INTERNAL RELATIONS COMMITTEE

- 8.1 The University and the Faculty Association agree to establish an internal relations committee.
 - 8.1.1 The committee shall promote harmonious relations in keeping with First Nations cultures and values by acting as a liaison between the Faculty Association and the University to consider problems which may arise from the interpretation and administration of the agreement, and to discuss, with a view to resolving, problems or potential problems relating to working conditions, which could include; material changes to, or creation of policies that may alter the rights, duties, and responsibilities of academic staff members.
 - 8.1.2 The committee shall periodically review equity issues at the University.
 - 8.1.3 The committee shall periodically review the planning process at the University.
 - 8.1.4 The President shall designate not more than four members, and the Faculty Association shall designate not more than four members, one being an academic staff member from First Nations University of Canada. In addition the Committee shall invite an Elder to be present.
 - 8.1.5 Meetings of the committee will be scheduled at mutually agreeable times, at the call of either party. Agenda items may be presented by either party. There shall be no permanent chair, but rather a chair shall 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.
 - 8.1.6 All discussions should be on a without prejudice basis and, the committee shall have no power to bind either party in the application of this agreement, nor to change the agreement in any way.

ARTICLE 9 - MEMBERSHIP AND DUES CHECKOFF

9.1 Union Security

- 9.1.1 Every employee who is now or later becomes a member of the union shall maintain membership in the union as a condition of the employee's employment.
- 9.1.2 Every new employee shall, within 30 days after the commencement of the employee's employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of the employee's employment.
- 9.1.3 Notwithstanding paragraphs 9.1.1 and 9.1.2, any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall, as a condition of the employee's employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

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

- 9.2 As a condition of employment all members of the bargaining unit shall remit to the Faculty Association all periodic dues required by the Faculty Association. Such dues are to be remitted at the time members are required to pay them.
- 9.3 The University shall inform each new member of the bargaining unit of the provisions of Articles 9.1 and 9.2 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.
- 9.4 The University shall deduct from the salary of each academic staff member of the bargaining unit membership dues and assessments as directed by the Faculty Association, provided each member who wishes this method of payment has submitted a written authorization for such deduction to Human Resources.
- 9.5 The University shall forward by the 15th day of the following month, a cheque to the Faculty Association representing the amounts so deducted together with a listing of names of those from whom deductions have been made, their ranks, and the amount of such deductions.

ARTICLE 10 - MEMBERS OF THE ACADEMIC STAFF EXCLUDED FROM THE BARGAINING UNIT

- 10.1 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 shall automatically become eligible for Faculty Association membership, shall commence paying dues, and shall have all rights and privileges as if membership had been continuously held throughout the period of appointment to the excluded position.

ARTICLE 11 - FACULTY ASSOCIATION ACTIVITY AND USE OF UNIVERSITY PREMISES

11.1 The University agrees to allow the Faculty Association to use University facilities, such as office space, meeting rooms, a telephone (not including long distance tolls) and, under normal circumstances, the use of the internal University mail delivery service.

Members of the Faculty Association shall have the right to send and to receive correspondence from the Faculty Association. Any form of correspondence, including electronic mail, concerning: terms and conditions of employment; or any matters associated with the Collective Agreement that is carried on among academic staff members and the Faculty Association staff, office, or officers is the property of the members of the Faculty Association and shall not be opened or viewed by anyone other than the member who it is intended for, or an officer of the Faculty Association.

11.2 Subject to availability, the University shall allow the Faculty Association to use University reproduction services, computing facilities and audio-visual equipment, at University rates.

11.3 Subject to availability, the University agrees to provide the Faculty Association with suitable meeting rooms as required.

11.4 The University agrees to permit the Faculty Association to use the existing University bulletin boards to post notices and other similar information concerning the Faculty Association which may be of interest to its members.

11.5 The University agrees that the Faculty Association officers, negotiators, and academic staff 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. The duties of the academic staff member are to be continued and, therefore, adequate prior notification of absences is required.

Additionally, it is recognized that, from time to time, academic staff members representing the Faculty Association may need to attend off-campus conferences, meetings and workshops. The Faculty Association may use up to fifty person-days annually for this purpose, provided that such participation does not interfere with the performance of the academic staff members' duties to the University, and prior arrangements are made with the appropriate Department Head. Article 11.6 will be taken into account. 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, if University academic staff members, shall not normally teach more than six credit hours in the academic year. In the case of an academic staff member whose normal duties do not include teaching, equivalent relief will be provided.

- 11.6 An academic staff member's service to the Faculty Association shall be considered in evaluation of performance. The member may request a letter from the Faculty Association which outlines the nature of their service to the Faculty Association. This will be considered in the performance review. However, a negative evaluation in this context shall not be deemed to be a violation of Article 3 of this agreement.
- 11.7 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 premises to consult with academic staff members, the Faculty Association officials or the University.

ARTICLE 12 - INFORMATION

12.1 Information Concerning Employees

No later than August 31 of each year, the University will make available to the Faculty Association the following information:

12.1.1 with respect to all current academic staff:

- 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)
- current rank
- date when appointed to current rank
- whether full-time, part-time, or reduced appointment
- whether term, contingent, probationary (toward permanent appointment), or permanent (and start and end dates, where applicable)
- whether on leave for four months or more, and type of leave
- amount of Faculty Association dues deducted
- status/non-status where applicable
- whether an academic staff member has transferred to an out-of-scope position or has come back in scope

12.1.2 a list of all department heads

12.1.3 a summary, in a mutually agreed format, of all career decisions.

The University will meet with Faculty Association representatives to discuss the information and hear and respond to any concerns about trends in the data.

12.2 The University will provide to the Faculty Association, by the 15th of each month, an update to the material for the previous month, indicating any additions, deletions and changes.

12.3 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 thereafter, information which is mutually agreed to be required. This shall not be construed as to require either party to compile information and statistics in the form required if such data are not already compiled in the form requested, or to supply any confidential information.

ARTICLE 13 - CORRESPONDENCE

- 13.1 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.

All written correspondence between the Faculty Association and the University shall be copied to Human Resources and the Faculty Association. In the case of electronic communications, all correspondence shall be copied (cc) to humanresources@fnuniv.ca and urfa@uregina.ca.

- 13.2 The Faculty Association shall notify the University as soon as possible of any changes in the composition of any committees appointed by the Faculty Association.

13.3 **Official File**

There is only one official file for each academic staff member and it shall be located in Human Resources. The University is responsible for ensuring that the file in Human Resources has all of the relevant data. In particular, material in the academic unit 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 contain only 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 aggregated and summarized student course/instructor evaluations as indicated in Article 19.3.8. Each entry shall 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 designate upon the written authorization of the member, at any time during regular office hours, in company with a Human Resources employee. The member may choose to be accompanied by a representative of the Faculty Association. The member may be required to produce photo ID.

Upon written request to Human Resources, and at their own expense, academic staff members may obtain copies of the documents contained in the official file.

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

A letter of reprimand and all associated documents shall be removed from the file upon written request from the academic staff member after a period of two years, provided there has been no documented disciplinary action in the interim. Notwithstanding the above, upon written request by a member to the Vice-President (Academic) and with the concurrence of the Vice-President (Academic), such material may be removed before the two-year period expires.

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

ARTICLE 14 - APPOINTMENTS

- 14.1 As an institution the University has a commitment not only to the development of First Nations and their communities but also to the development of First Nations peoples as professional educators. Under that mandate the recruitment and nurturing of First Nations academics is a goal of the University. This does not eliminate the need for recruitment of non-First Nations staff, but allows for special attention to be given to the selection of First Nations individuals to positions in this bargaining unit.
- 14.2 All academic staff appointments shall be made by the President after consideration of recommendations presented by the Vice-President (Academic). Such recommendations shall be made only after Consultation in Committee with the appropriate Department or equivalent unit.
- 14.3 Elders shall be involved in the recruiting and hiring process.
- 14.4 The Vice-President (Academic) shall, in consultation in committee with the academic department, establish procedures to enable academic staff members within the department to participate fully in the process of recruitment, and selection. Articles 3 and 4 will apply in such procedures.

A review of appointment procedures may be initiated either at the request of the Vice-President (Academic), or by a departmental motion to that effect. Members of the department and the Faculty Association shall be informed of any changes to established procedures. The Vice-President (Academic) will maintain copies of these procedures.

- 14.5 Any written recommendations and statements by academic staff members of the Department with respect to the proposed academic appointment shall be appended to the recommendation(s) forwarded by the Vice-President (Academic) to the President.
- 14.6 All academic staff positions in this bargaining unit will be advertised and such advertisements will adhere to the University's appointment procedures as outlined in Article 14.4.
- 14.7 In the event that the President does not support the recommendation(s) of the Vice-President (Academic), they shall meet and attempt to resolve the disagreement in a timely manner. If such a resolution is not possible the President shall present the rationale for his or her decision to the Vice-President (Academic) and the academic department in writing, and the selection process will be reopened. The decision and rationale will be discussed by the Vice-President, Academic, in Consultation in Committee in order to determine how to proceed with the Search.

14.8 Each Academic staff member engaged by the University shall be sent a letter, copied to the Faculty Association, offering appointment, setting forth the conditions of the appointment. The letter offering appointment will indicate the URL for the Faculty Association Website. In order to accept the appointment, the member shall submit a written acceptance within the time limit specified in the offer.

ARTICLE 15 - APPOINTMENT CATEGORIES AND COMPENSATION

15.1 Ranks

15.1.1 Faculty

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

Professor;
Associate Professor;
Assistant Professor; or
Lecturer

15.1.2 Librarians' Ranks

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

Librarian, IV;
Librarian III;
Librarian II; or
Librarian I

15.1.3 Laboratory Instructors

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

Laboratory Instructor III;
Laboratory Instructor II; or
Laboratory Instructor I

15.1.4 Any of the titles outlined in 15.1.1 may be prefixed by the term "Visiting", "Research", "Special" or "Adjunct".

Research - indicating a person whose work is supported by funds from an external source.

Visiting - indicating a person who holds a position at another institution and who is appointed for a temporary term at the University.

Special - indicating a term appointment exclusively associated with particular non-recurring programs/courses or situations including the replacement of a member of faculty who is on leave.

Adjunct - indicating a person who holds academic rank with the University, but may or may not be called upon to teach.

15.1.4.1 Benefits to individuals in the above categories are specified in the

individual's contract and not in the Collective Agreement.

15.1.4.2 The total number of such appointments shall not exceed ten (10) except by mutual agreement between the University and the Faculty Association.

15.2 **Academic Unit Assignment**

Academic staff members are assigned to departments. Such assignments shall not determine the assigned duties of an academic staff member. Interdisciplinary appointments may be made, but shall indicate the primary department to which the academic staff member is considered to be assigned. Such assignment shall determine the unit to which the member belongs for actions arising pursuant to Articles 7 and 28.

15.3 **Compensation**

All academic staff members will be compensated in accordance with Appendix B.

ARTICLE 16 - NATURE OF APPOINTMENTS

The parties agree that full-time academic staff benefit students and enhance the academic reputation of the University. The University will plan its employment practices, as it is financially able to do so, in accordance with this view.

16.1 The University will appoint academic staff members in one of the following categories in accordance with procedures set forth in Article 15.

16.1.1 Full-Time Appointment

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

16.1.2 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 1st - December 31st).

16.1.3 Reduced Appointment

A reduced appointment is one in which the academic staff member's assigned duties, by mutual agreement between the member and the University, requires less than full-time employment. However, the member is normally appointed for a period of an academic year. A reduced appointment is made in each of the following situations: a member may elect to transfer from a permanent full-time to a permanent reduced appointment, or a new academic staff member may be appointed to a reduced position (e.g. appointed July 1st - June 30th, but works half-days or half-weeks).

16.1.4 Academic staff members on less than full-time appointments shall not be required to accept additional duties outside of the terms stipulated in the appointment. However, if it is mutually agreed that such members assume additional duties, the Vice-President (Academic), will formally amend the part-time appointment of such academic staff members to reflect the additional duties, and adjustment in pay and benefits to compensate, on a prorated basis, for such additional duties.

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

16.2 The University will specify, on the basis of Article 14.2, one of the following

conditions for all appointments whether initial or subsequent:

16.2.1 **Term**

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 employment beyond that date. Should the University wish to extend or renew a term appointment it will endeavour to notify the member in writing, with a copy to the Faculty Association of its intention six weeks prior to the expiry of the term appointment. The member is not obliged to accept such an offer of extension or renewal. The member will be on probation for one full semester. If the member is renewed in the same term position, probation will be waived.

16.2.1.1 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 7;
- when the recruiting procedure takes longer than normal;
- when the candidate's availability limits the appointment;
- when the appointment is a contingent appointment as specified in Article 16.2.1.8.

16.2.1.2 The University will endeavour to make term appointments (including subsequent appointments) as soon as possible after the need for the appointment becomes apparent.

16.2.1.3 Subject to the terms of the Federation Agreement between the University and the University of Regina, appointments shall be made at the academic rank appropriate to the appointee's qualifications based on the criteria developed within the

appropriate University Department in consultation with the Vice-President (Academic).

16.2.1.4 An individual other than a visiting, emeritus, special, adjunct 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, unless mutual agreement to extend is provided by the Faculty Association.

16.2.1.5 At the request of the member, time spent in a term appointment shall count towards the fulfilment of probation if the academic staff member subsequently receives a tenure-track appointment provided that, in the judgement of the appropriate Department Head and the Vice-President (Academic), the time spent in the term appointment is appropriately related to the new appointment.

16.2.1.6 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 increments subject to performance review.

16.2.1.7 Exceptions may be made to the normal procedures outlined in this article (16.2.1) with the prior agreement of the Faculty Association.

16.2.1.8 **Contingent**

When the University receives monies on a non-permanent basis, the President may grant an academic staff member an appointment contingent on those funds. The letter of appointment shall specify the funds upon which the appointment is contingent.

The academic staff member shall be advised of any change in the source of funds upon which the appointment is contingent. Where appropriate a contingent appointment shall be for a term equal to the term of available funds upon which the appointment is contingent. A contingent appointment shall be subject to the provisions of Article 16.2.1.

16.2.2 **Tenure-Track (towards Tenured Appointment)**

The appointment is probationary for a period of one year except when the appointment does not follow the academic year (July 1 to June 30). These appointments will normally be for up to 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 year, the University shall inform the academic staff member of the member's employment status following the end of that probationary year. The University shall make every effort to notify the member as soon as possible.

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

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

An academic staff member who has been granted either a maternity and parental 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.

16.2.3 **Tenured**

A tenured appointment is one which continues subject only to Articles 19, 21 and 28 or retirement according to the requirements of the pension plan. In the case of academic staff members, a tenured appointment shall be as set out in Article 19.10.3.

16.2.4 **Member's Election to Transfer to Tenured Reduced Appointment**

The University or an academic staff member who holds tenured appointment may propose, without prejudice, a plan whereby that member's employment is reduced. A member may submit a request to the Vice-President (Academic) who will consult with the appropriate Department Head 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.

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

16.2.4.2 An academic staff member whose application for a reduced appointment is approved shall have a "base salary rate" computed as if the member were permanent 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.

16.2.4.3 The academic staff member shall be eligible for promotion and other provisions of this collective agreement.

16.2.4.4 The 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 Vice-President (Academic) and the appropriate Department Head of the member's intention to do so.

Following this twenty-four month period a member on reduced appointment may not return to full-time duties or change the percentage reduction in duties unless approved by the University.

16.2.4.5 Vacation entitlement shall be as stipulated in this collective agreement and shall be earned on a prorated basis.

16.2.4.6 Regular Reduced Appointment

The academic staff member shall continue to participate in the pension plan, and contributions shall be based on actual salary.

16.2.4.7 Reduced Appointment Prior to Retirement

However, if the academic staff member at the time of assuming the reduced appointment is eligible for retirement under the terms of the University 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 rate if the member so chooses.

The pension contribution costs for the portion between the actual salary and the base salary shall be shared equally by the academic staff member and the University unless there is a prior agreement to do otherwise.

Notwithstanding the above, if such an academic staff member agrees in writing to take early retirement within two years of

commencing the reduced appointment, the University shall 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.

16.2.4.8 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.

16.3 **Appointment Offer and Acceptance**

Each academic staff member engaged by the University shall be sent a letter offering appointment, setting forth the conditions of the appointment. The letter offering appointment shall indicate the URL (uniform resource locator) for the Faculty Association Website. In order to accept an appointment the member shall submit a written acceptance within the time limit specified in the offer.

ARTICLE 17 - ADMINISTRATIVE APPOINTMENTS

17.1 Heads of Academic Departments

The Head of an academic department is appointed in writing by the President upon the recommendation of the Vice-President (Academic), who shall have convened a selection committee consisting of the department's faculty and one other University academic staff member. An Elder will be invited to be present. Appointments may be regular or acting. When making an appointment, factors to be taken into consideration may include but not be limited to academic excellence, academic leadership, administrative competence, and the particular needs of the department.

17.1.1 Appointment

17.1.1.1 Regular Appointment

A regular appointment is made for a term of up to three years.

When a regular appointment is to be made, the Vice-President (Academic) shall first consult with the selection committee of the appropriate department as established in Article 17.1. Such procedures shall include a requirement for the Vice-President (Academic) to invite the selection committee members to a consultation, and for a secret ballot on the candidate(s). In the event that the Vice-President (Academic) does not support the recommendation(s) of the selection committee, they shall meet and attempt to resolve the disagreement in a timely manner. If such a resolution is not possible, the Vice-President (Academic) shall present the rationale for his or her decision to the selection committee and the academic department in writing. The decision and rationale will be discussed by the Vice President (Academic), in Consultation in Committee, in order to determine how to proceed with the search. When considering reappointment of a Department Head for another term, the Vice-President (Academic) shall follow these same procedures.

17.1.1.2 Acting Appointment

When a vacancy exists, either because there is no incumbent or because the incumbent is temporarily absent, the Vice-President (Academic) will \ meet with the department to discuss the

appointment. Acting appointments will not be for more than 12 months.

17.1.1.3 **Renewals and Extensions**

When circumstances arise in which the term of a Department Head may be renewed or extended, the Vice President (Academic) will convene a meeting of all department members (except the incumbent) to discuss this possibility. A secret ballot will be provided to department members. If a majority of department members does not support the renewal or extension, the Vice President (Academic) will proceed with either a regular or acting appointment under the terms of Article 17.1.1. No Department Head will serve longer than six (6) consecutive years.

17.1.2 **Termination of Appointment**

The incumbent may resign such administrative duties at any time. The academic staff member will notify the Vice-President (Academic) 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.

17.1.3 **Duties**

The Department Head is responsible to the Vice-President (Academic), in the first instance, for the satisfactory performance of the work of the department. The Department 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 Department Head must make prior arrangements with the Vice-President (Academic) or appropriate designate, for the absence and for the satisfactory administration of the department during the period of absence.

17.1.4 **Stipends**

Heads of academic departments shall receive, in addition to their regular academic salary, an administrative stipend as provided in Appendix B.

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.

17.2 **Nature of a Stipend**

An administrative stipend is taxable income where applicable, and it is considered to be salary for purposes of benefit calculation.

17.3 Consultation in Committee as defined in Article 7.2 applies to this Article.

ARTICLE 18 - PERFORMANCE OF DUTIES

Academic Staff Members

18.1 Faculty

18.1.1 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, especially to First Nations communities;
- e) work with First Nations Elders.

Duties may vary between individuals, or between academic units. Teaching duties are assigned by the Department Head following consultation with the department in committee.

No faculty member shall be expected to carry out duties, balanced over a reasonable period of time, which are unreasonably in excess of those applicable to faculty members, within the department or equivalent unit to which the member belongs. The Vice-President (Academic) 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 will be provided in each department's specific criteria document.

18.1.2 Normal full-time teaching loads shall be determined by each department meeting in committee with the Vice-President (Academic). Consultation in Committee as defined in Article 7.2 applies to this Article.

18.1.3 In lieu of classroom teaching duties, other duties and services shall be counted in the determination of the full-time load of individual faculty members and shall be set forth in each department's specific criteria document. In departments where a new Criteria Document has not been approved, the existing Criteria Document in Article 19 will be used.

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

18.1.5 When assigning duties to faculty members, all relevant factors shall be taken into consideration.

18.1.6 Research Projects

Faculty members are eligible to receive two months each year for conducting a research project if the faculty member gives the Department Head with a copy to the Vice-President (Academic) at least two (2) months' notice of intention, in writing, to carry out a specific research project. Upon approval of the written research proposal by the Department Head the University shall provide the faculty member with two clear months within which to carry out the said research project. The faculty member shall, within a reasonable time period following the research project, provide the Department Head with a copy to the Vice-President (Academic), a report of the activities undertaken and results obtained.

18.1.7 Information Technology in Teaching and Related Duties

18.1.7.1 For purposes of this agreement, information technology in teaching and related duties shall be defined as any lecturing, teaching, seminar, or laboratory material which is delivered by any electronic media, or the development of electronic and related materials for these.

18.1.7.2 The University is committed to ensuring that academic staff members receive appropriate recognition through the performance review process for their contributions when information technology is used in the performance of teaching and related duties. To this end, the University will cooperate with academic staff members to facilitate the creative use of technology in delivering courses to First Nations communities.

18.1.7.3 The University recognizes that the preparation and delivery of information technology in teaching and related duties frequently require skills and efforts beyond those for the preparation and delivery of other courses. Every effort shall be made to assign information technology courses in a manner consistent with the desires of the academic staff members and their familiarity with the required technology. Members assigned to teach information technology courses shall be provided with proper training in the use of any required technology prior to or at the time of such

assignment. The Department Head shall consider the innovative nature of the course, the member's familiarity with the technology used to deliver the course, and the availability of technological and human resources in assessing the effort required to develop and conduct an information technology course in making both teaching workload assignment and annual reviews. Consideration will be given to the number of students and the number of conference sites in deciding the teaching load of academic staff members who teach courses that employ video conferencing. The University will provide training and support for courses that employ video conferencing.

18.1.7.4 Criteria documents may be amended, following consultation in committee between the department and Vice-President (Academic), to reflect the use of information technology in teaching and related duties. Consultation in Committee as defined in Article 7.2 applies to this article.

18.2 **Librarians**

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

18.2.1 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 shall require physical presence at the work place for specified periods of time.

Duties and hours of work are to be as assigned by the Head Librarian or other appropriate person and shall include some, or all of the following:

- a) position responsibilities associated with serving the needs of the University Library and its clientele;
- b) research or professional activities;
- c) administrative duties;
- d) public service, especially to First Nations communities;
- e) work with First Nations Elders.

Duties may vary between individuals or academic units.

18.2.2 The duties of a librarian are to be performed on a twelve-month basis unless otherwise specified in the terms of the librarian's appointment.

18.2.3 The Vice-President (Academic) in consultation with the Head Librarian or other appropriate person shall ensure that the system for assignment of

duties results in a reasonably fair and equitable distribution of duties among librarians.

18.2.4 Librarians shall not be expected to carry out duties or a workload, balanced over a reasonable period of time, which is in excess of those applicable to librarians at comparable institutions. Over a reasonable time, variations in the normal array of duties of a librarian may occur. Such variations shall be fair and over time, shall result in a normal work load.

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

18.2.6 Librarians are responsible to the Vice-President (Academic) for the satisfactory performance of their duties.

18.2.7 A librarian may request, or the Vice-President (Academic) may suggest, that a librarian undertake a special assignment of benefit to the University Library or to the librarian, on a full-time or part-time basis, for a specific period of time, provided that:

18.2.7.1 such an assignment is scheduled by mutual agreement between the librarian and the Head Librarian or designate;

18.2.7.2 the Head Librarian or designate and the librarian requesting the assignment will, in the process of mutual consultation discuss the research/scholarly/professional proposal;

18.2.7.3 if permission is granted, the Vice-President (Academic) will ensure, in writing, that the librarian is relieved of part or all of regular duties, as appropriate in the circumstances;

18.2.7.4 a report on, and evaluation of, these special assignments will be included in the performance review.

18.3 **Laboratory Instructors**

The duties of a laboratory instructor are to provide support for teaching programs and shall include one, some, or all of:

- a) laboratory instruction and related duties;
- b) laboratory development and related professional activity;
- c) administration and maintenance;
- d) public service, especially to First Nations communities; and
- e) work with First Nations Elders.

Duties and workload relating to laboratory instruction and development are assigned by the Department Head following consultation in committee. Consultation in Committee as defined in Article 7.2 applies to this article.

18.4 **Sabbatical**

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 shall grant annually a limited number of sabbaticals in keeping with its responsibilities. Such sabbaticals shall not be unreasonably withheld.

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

To be eligible for a subsequent sabbatical:

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

All years of eligibility are foregone when an academic staff member takes a sabbatical. However, should a member have eligibility, a proposal acceptable to the Vice-President (Academic), and a valid plan for a sabbatical, and then have such a sabbatical delayed by the Vice-President (Academic) for a year or more, that member will be granted a sabbatical as soon as possible, and eligibility for the subsequent sabbatical will be accumulated as if the member had taken the sabbatical as originally planned.

When an academic staff member is eligible for a twelve-month sabbatical but takes only a six-month sabbatical at eighty per cent of salary, the member shall be credited for three years towards a subsequent sabbatical.

18.4.2 **Duration:** A sabbatical is for a period of twelve months, or for a period of six months, commencing May 1st, July 1st or January 1st. With the concurrence of the Vice-President (Academic), an academic staff member

may take a twelve-month sabbatical in two six-month periods with an interval of six months between them.

- 18.4.3 **Remuneration:** The academic staff member will receive eighty per cent of salary, exclusive of stipends, which is in effect during the sabbatical period. The member may apply to use part of the remuneration as a research grant. Other remuneration which the member may receive during the sabbatical, including funds provided by governments in accordance with First Nations treaty rights to education, is limited to an amount which brings the total to one hundred per cent of normal salary, exclusive of grants for research purposes and monies obtained for authorized outside professional activities, plus travel and related expenses for the member (unless claimed as part of the sabbatical grant defined above), spouse and dependent children. The University may recover any amount in excess of 100% obtained by the member in contravention of this article. The University assumes no responsibility for the taxation status of sabbatical grants.
- 18.4.4 **Benefits:** The University's and the academic staff member's contributions to employee benefits shall be based on the salary which the member would normally have received in that year.
- 18.4.5 **Vacation:** The academic staff member shall be deemed to have used a prorated portion of annual vacation during the sabbatical.
- 18.4.6 **Application:** An eligible member of the faculty may apply to the Vice-President (Academic) eight 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 sabbatical, indicating the anticipated benefits to the member and the institution, shall accompany the application.
- 18.4.7 **Notification:** The Vice-President (Academic) shall inform the academic staff member of his or her decision at least five months prior to the commencement of the academic year in which the sabbatical was proposed to commence.

Should an application not be approved, the Vice-President (Academic) shall provide written reasons for the decision.

- 18.4.8 **Cancellation and Change:** The academic staff member may cancel the application by notifying the Vice-President (Academic) in writing at least four months prior to the commencement of the academic year in which the sabbatical was proposed to commence. After that date the sabbatical

normally may not be cancelled or deferred.

It is the responsibility of the member to notify the Vice-President (Academic) of any changes in plans, and to consult with the Vice-President (Academic) about revised plans, in order to use the sabbatical for professional development and productive scholarship.

- 18.4.9 **Report:** The academic staff member must prepare and forward to the Vice-President (Academic), within three months of returning, a written account of the member's scholastic and professional activities during the sabbatical. The result of the member's research shall be disseminated in an appropriate form within the University.
- 18.4.10 **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 member to reimburse the University for all remuneration received during the sabbatical prorated to the amount of time, expressed in full months, by which the member's service to the University, since returning, is short of six months. This condition shall not apply when a member ceases to be employed as a result of an unforeseen early retirement immediately upon returning from a sabbatical.
- 18.4.11 **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 twelve months at 80 per cent of salary.
- 18.4.12 **Rank & Salary Adjustments:** Time spent on sabbatical shall count as service to the University for rank and salary adjustments, including career growth increments and any changes in salary scales as specified in Appendix B.
- 18.4.13 **General:** Sabbaticals shall be earned from the date of full-time appointment at the University in a probationary or permanent position. Those academic staff members who have occupied term positions and subsequently are granted a probationary or permanent appointment shall be granted credit for sabbaticals in respect of all years continuously served immediately prior to the granting of a probationary or permanent appointment. Sabbaticals may not be taken by any academic staff members, however, until their appointment has been made permanent.

ARTICLE 19 - PERFORMANCE REVIEW

19.1 Timelines for Review Process (Effective September, 2014)

Academic year	July 1 to June 30
Review year	January 1 to December 31
Normal date of appointment for academic staff members in faculty, librarian, and laboratory instructor categories.	July 1

The Annual Information forms will be made available on the website.

September 1 st	Vice President (Academic) provides all academic staff with an Annual Information Form.
November 30 th	Deadline for application for permanency and/or promotion.
December 15 th	Annual Information Form deadline. Deadline for supplementary information for renewal of probation, permanency, four-year review and promotion.
January 31 st	Reviews completed by initial reviewer.
February 15 th	Academic staff member notified in writing of decisions by initial reviewer.
March 31 st	Reviews completed by Academic Performance Review Committee.
April 15 th	Vice-President (Academic) shall invite members to request a meeting.
May 15 th	Academic staff member notified in writing of decisions by Vice-President (Academic).
June 15 th	Deadline for appeals to be submitted to Faculty Association.
July 1 st	All positive career decisions take effect.

- July 31st Written recommendations from Appeals Committee to President, Vice-President (Academic) and Faculty Association.
- September 15th President shall put his or her decision in writing.
- September 30th Deadline for arbitration request in event of a negative decision by President.
- November 30th Arbitration Board shall render its written decision.

Following a decision by an Arbitration Board that employment of an academic staff member is to be terminated, the date of such termination will be at the end of the semester following the date of the decision.

19.2.1 **Review Process**

General Provisions

19.2.1.1 The initial evaluation shall be made in accordance with procedures established by the criteria document of the department or equivalent unit, or the general criteria as outlined in Article 19.3, and entered on the Performance Review form over the signature of the initial reviewer. The initial reviewer is normally the department head.

The initial evaluation shall be communicated in writing to the academic staff member no later than February 15th. The academic staff member shall sign the form indicating the member has read the document. Signature does not necessarily imply agreement.

The recommendation shall be discussed by the initial reviewer with the academic staff member.

Clarifying information may be added by the academic staff member within one week. This additional information shall be attached to the form prior to forwarding it for review by the Academic Performance Review Committee.

19.2.1.2 The next step in the review process is a review by the Academic Performance Review Committee, which is comprised of academic staff members who have been granted permanency and who are elected by academic staff members of the University covered by this Collective Agreement.

The Academic Performance Review Committee shall review the statements included in and attached to the Annual Information Form and the Performance Review Form in light of established criteria documents, or the existing criteria as outlined in 18 and 19.3, where no criteria document exists, and make written recommendations on the form prior to March 31st.

19.2.1.3 The academic staff member has the right to see the Performance Review form after all statements have been made on it prior to those of the Vice-President (Academic).

When all written statements from the first and second stages of the review have been included on or appended to the performance review form, the Vice-President (Academic) shall notify each academic staff member that the form is ready to be seen by the member. The Vice-President (Academic) will provide the member with an opportunity to read the performance review form, and will provide a copy to the member upon the member's request.

By April 15th the Vice-President (Academic) shall also invite each academic staff member to request a meeting, if he or she so chooses, for the purpose of perusing and discussing the information on the form, and the career decision that will be made by the Vice-President (Academic). Unless prevented from doing so by unusual circumstances, any member who wishes to make an appointment shall have seven days. The Vice-President (Academic) will schedule an appointment as quickly as possible except for those members who are on leave.

At the meeting, the academic staff member shall be given an opportunity to interpret, explain, or add the information contained in the written statements. The Vice-President (Academic) shall 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 a reason to do so, that member may attach a special submission to the Performance Review Form prior to the final decision or recommendation of the Vice-President (Academic). It is the member's obligation to attach such a submission within seven days after the initial interview.

19.2.1.4 Only after all the steps outlined above have been completed will the Vice-President (Academic) make a decision concerning the academic staff member's career progress. The Vice-President (Academic) may consult with any of the parties involved in the review process prior to making a decision.

The Vice-President (Academic) shall base his or her decision on the initial review and the Academic Performance Review Committee's review, and the documents attached to the review form as provided for in Article 19. The decision of the Vice-President (Academic) shall be entered on the Performance Review Form and signed by May 15th. The decision shall take effect July 1st.

19.2.1.5 Every academic staff member who has undergone a review, and whose performance has been deemed to be below standard shall be so informed in writing by the Vice-President (Academic) on or before May 15th. The Vice-President (Academic) shall provide written reasons for the decision and shall make specific written recommendations for the necessary improvements in order for performance to be considered acceptable,

provided that the member maintains acceptability in other areas.

19.2.1.6 If the academic staff member is dissatisfied with the decision of the Vice-President (Academic), he or she may appeal in writing such decision by June 15th, in accordance with Articles 19.7 and 19.8.

19.2.2 **Annual Information Forms**

No later than September 1st of each year, the Vice-President (Academic) shall provide eligible academic staff members with an Annual Information Form which they shall complete and submit to their Department Head or designate on or before December 15th of each year. No review will be conducted on a member who does not submit a completed Annual Information Form by December 15th and no career growth increment or any other career advancement will be awarded, with the exception of those academic staff members on sabbatical, secondment or leave, and those academic staff members with tenured appointments, who are reviewed every four (4) years in accordance with article 19.10.4.

19.2.3 **Reviews**

19.2.3.1 **Types of Reviews**

Career growth increments (Article 19.10.1)

Annual Reviews for renewal of tenure track (Article 19.10.2)

Reviews for tenure (Article 19.10.3)

Four-year review for academic staff with tenure (Article 19.10.4)

Review for Department Head (Article 19.10.5)

Formal review for promotion (Article 19.10.6)

Reviewing members who are on Sabbatical, Secondment, or Leave (Article 19.10.7)

19.2.3.2 **Review Period**

Annual reviews from January 1st to December 31st apply to CGI applications and renewal of probation applications, except in the case of an initial probationary appointment (Article 16.2.2). The period for other reviews shall cover the time since the last formal review, except in the case of an application for promotion or

consideration of a permanent appointment, both of which shall involve a review of the applicant's career. See Articles 19.10.3 (Review for Permanency) and 19.10.6 (Formal Review for Promotion).

19.2.3.3 **Ethics and Responsibilities**

The parties to this agreement recognize that the performance review process depends upon honesty and fairness. All persons involved in this process must undertake their roles seriously and with integrity, ensuring that statements, both verbal and written, refer to specific aspects of performance, are fair commentary, and are based upon appropriate evaluation of evidence.

19.2.3.4 **Information and Considerations for Review**

The member is responsible for consulting the collective agreement to determine what documents are required for his or her specific review. The documents and any other relevant information will be attached to and submitted with the completed annual information form.

The factors normally taken into consideration in the review shall include those duties outlined in the appropriate section of Article 18.

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

19.2.4 **Decisions Concerning Career Development**

Decisions resulting from career reviews shall be taken by the Board, or by officers of the University designated for each category of decision.

On the basis of the review of the performance of a faculty member, the Vice-President (Academic) shall make decisions regarding career development with respect to career growth increments, renewal of probationary appointments, permanent appointments, and promotion. The Vice-President (Academic) shall inform faculty members of such decisions in accordance with the dates specified in Article 19.

19.3 **Criteria**

The criteria to be considered with respect to career development shall include some or all of: Teaching Effectiveness, Scholarship, Research and Professional Activities, Service to the University and the University of Regina, Service to First Nations Communities, and Working with Elders. No priority is intended in the examples listed below under each criterion. They are not intended to constitute an exhaustive list of the kinds of evidence which may be weighed, but rather to define the criteria by illustration and example.

19.3.1 **Teaching Effectiveness**

Reviews of performance in relation to this criterion will include reference to factors such as the following, which are presented as examples only:

- knowledge of customs, philosophical traditions, behavioural norms and ceremonial etiquette
- knowledge of the roles of Elders and traditional leaders, and of oral literature and social functions of storytelling
- quality of course content, presentation and testing
- demonstrated effort toward the improvement of the quality of course content, presentation and testing
- flexibility in course offerings (e.g., variety of courses taught, preparation of new classes)
- additional voluntary contact hours (e.g., reading classes, direction of Honours and Graduate students, special seminars, tutoring)
- counselling of students within the discipline
- availability to students outside of the classroom

- development of Teaching Methods and Curriculum specifically appropriate to First Nations students
- development and delivery of university degree and non-degree programs to First Nations communities

19.3.2 **Scholarship, Research and Professional Activities**

Reviews of performance in relation to this criterion will include reference to factors such as the following, which are presented as examples only:

- special effort in making research or study and the results thereof accessible to First Nations people
- consultations with Elders and communities in the service of research
- research beyond the level normally required for preparation of classes
- attending discipline-related conferences or seminars, insofar as they contribute to professional development
- presenting papers at conferences or seminars, or chairing sessions at such events
- publication of papers, books, monographs, etc.
- work toward publication of papers, books, monographs, etc.
- academic recognition as referee, reviewer, thesis examiner
- professional activity as speaker, consultant, etc.

19.3.3 **Service to the University and the University of Regina**

Reviews of performance in relation to this criterion will include reference to factors such as the following, which are presented as examples only:

- service on University and University of Regina committees
- administrative duties (e.g., Head, Acting Head, Program Coordinators, etc.)
- arranging for and participating in University events
- services to students such as academic counselling, voluntary participation in a tutorial program, etc.

19.3.4 **Service to First Nations Communities**

Reviews of performance in relation to this criterion will include reference to factors such as the following, which are presented as examples only:

- service on local, provincial or national committees or associations of a professional (but not necessarily discipline-related) nature
- voluntary public service activities which reflect credit on the profession and the University
- serving on committees within First Nations organizations, communities, and government
- providing professional services outside of the University, including translation, research, consultancies

19.3.5 **Working with Elders**

Reviews of performance in relation to this criteria will include reference to factors such as the following, which are presented as examples only:

- consulting Elders to obtain their guidance in matters pertaining to traditional cultural values and ways of doing things
- involving Elders in the classroom in order that students might benefit from their guidance and wisdom
- involving Elders in departmental or other meetings
- assisting Elders, when requested by them, in matters pertaining to the affairs of the University

In relation to this criterion, it is recognised that working with Elders is essentially a qualitative, rather than quantitative experience. As such, reviews of performance in relation to this criterion will consider that an individual's experience of working with Elders cannot be measured or quantified to the same degree or in the same ways as the other criteria. Elders are a resource for academic staff in relation to their work as teachers, as providers of service to First Nations communities, and in many disciplines as scholars. Academic staff will not be evaluated on their personal relationships with Elders, i.e., attending ceremonies, seeking personal counsel, etc. Academic staff will be evaluated on their professional involvement with Elders in relation to their work as academic staff at the University.

19.3.6 In addition to these general criteria, specific criteria relating to each academic department will be agreed upon between the Vice-President (Academic) and the department. When department criteria are developed

and adopted they replace the criteria in this Article for review of all academic staff members in that department.

19.3.7 Criteria for Performance Review Specific to Each Department

The factors to be taken into consideration in performance review and awarding of career growth increments shall include the information and considerations of Article 19.2.3.4. The application of these factors shall be in accordance with written established criteria documents and procedures.

When establishing review criteria and procedures, the Vice-President (Academic) shall consult in committee with the academic staff members of the academic department. The criteria and procedures may be reviewed by the Vice-President (Academic) through consultation in committee with the members of the academic unit or department. Such a review can be initiated either at the request of the Vice-President (Academic) or at the request by the members of the academic unit or department; as ascertained by a motion to that effect passed at a meeting of the members of the academic unit or department. The criteria and procedures shall be distributed to the members to whom they pertain and to the Faculty Association.

New or revised review criteria and procedures must be approved before the beginning of the review period to which they shall apply. Approval shall be by a majority vote of the academic staff members of that department. In accordance with Appendix E, the University and the Faculty Association agree to engage in a consultation with Laboratory Instructors to establish review criteria and procedures.

Consultation in Committee as defined in Article 7.2 applies to this Article.

In Departments where a new Criteria Document has not been approved, the Criteria Document in Article 19.3 will be used.

In elaborating on the duties of academic staff members and the process by which members' performance of these duties is to be reviewed, Criteria Documents shall not contravene any of the provisions of the Collective Agreement.

In the 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.

While it is recognized that there may be considerable variation in interpreting the criteria for departments and equivalent units, every effort will be made by the Vice-President (Academic) to ensure that such variations are not extreme or unfair. Consultation in Committee as defined in Article 7.2 applies to this Article.

19.3.8 **Student Course/Instructor Evaluations**

The Vice-President (Academic) may develop, administer, and use student course/instructor evaluation forms, following Consultation in Committee with the faculty. Such evaluation forms shall be designed, in part, for the purpose of obtaining fair and reasonable assessments of the quality of teaching.

The Faculty Association and the University agree that student course /instructor evaluations do not constitute unequivocal measures of teaching effectiveness and may only be used as part of a more comprehensive teaching evaluation system which may include other measures of student impact, peer evaluation, and reflective thought from the member. Such system, if developed, shall be created in consultation with the academic staff members of the appropriate academic unit and included in the area criteria documents.

When the information from student course/instructor evaluations is used, it will be in an aggregated or summarized form. Anonymous student comments gathered in the course/instructor evaluation process shall not be included in the aggregated or summarized forms. It is the member's choice to provide students' comments, but if they choose to do so, they must provide the complete set of students' comments from the course.

An academic staff member who does not wish to use the form that is in current use may make a written proposal to the Vice-President (Academic) suggesting an alternative method of student course/instructor evaluation.

An academic staff member who does not wish to use the form that is in current use may make a written proposal to the Vice-President (Academic) suggesting an alternative method of student course/instructor evaluation.

19.3.9 The Vice-President (Academic) may consult with any of the parties involved in the review process prior to making a decision.

19.4 **Inadequate Performance**

If the Vice-President (Academic) demonstrates that the performance of the academic staff member has been inadequate, in exceptional circumstances the Vice-President (Academic) may initiate procedures under Article 21.1.4.1. Such procedures shall be initiated only after the Vice-President (Academic) has provided the member with a written statement detailing the performance inadequacies, stating the seriousness of the situation, and giving recommendations for improving the member's performance.

The Vice-President shall advise the member that they can contact the Faculty Association, and request that the Faculty Association be present at any related meetings. Any action taken under Article 21.1.4.1 shall be initiated only after all opportunities for improving the member's performance have been exhausted. All steps in this process are taken in accordance with the terms of this Collective Agreement.

19.5 **Letters of Reference**

19.5.1 A candidate for permanency or promotion to Professor, or Associate Professor if applicable (as provided for in Article 19.10.6.5), shall supply a list of three referees to the Vice-President (Academic) prior to December 15th.

The Vice-President (Academic) shall request a letter of reference from each of them. In addition, the Vice-President (Academic) may obtain letters of reference from up to three additional referees.

19.5.2 Prior to December 15th, the academic staff member shall meet with the Vice-President (Academic) concerning the materials from his or her file that are to be sent to the referees. Following this consultation, the member shall select representative materials from the member's work to send to the referees. The member may also provide a written statement concerning his or her request for permanency or promotion.

19.5.3 When soliciting written references from the referees, the Vice-President (Academic) shall provide the appropriate criteria document and the materials in Article 19.5.2 the academic staff member has requested to be sent to the referees; indicate what career decision is under consideration; advise each referee of the review procedure; and advise the referees that the

letters may be retained and used again in reference to the same career decision. The letters of reference, when received, shall be attached to the candidate's review form. On each letter there shall be an indication of whether the name was suggested by the candidate or by the Vice-President (Academic).

19.5.4 If the career decision applied for is granted, the letters shall be detached and destroyed. Otherwise, all letters of reference secured in accordance with the procedures outlined above shall remain attached to the candidate's review form until the conclusion of the appeal or arbitration process for that particular year.

19.5.5 All letters of reference shall be destroyed after all reviews, appeals or arbitrations have been completed.

19.5.6 No letters of reference used in connection with career decisions are placed in the academic staff member's official file.

19.6 **Amendment of Comments (Review Board)**

It is the responsibility of the Vice-President (Academic) to evaluate the performance of all academic staff members. If the Vice-President (Academic) deems that a written comment or evaluation on the annual information form, the performance review form, or any material attached thereto, by a person or committee involved in the performance review process, is biased, unfair, or otherwise improper, the Vice-President (Academic) may refer that document back to the party that wrote the comment for reconsideration. If the party refuses to amend or delete the comment, the Vice-President (Academic) may do so.

If an academic staff member 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 member may request that the comment be reconsidered. If the Vice-President (Academic) agrees, the author shall be asked to rescind or alter the comment. If the party refuses to amend or delete the comment, the Vice-President (Academic) may do so.

If the Vice-President (Academic) does not agree, or if the author refuses to rescind the comment or alter it in a manner acceptable to the academic staff member, the

Vice-President (Academic) or the member may refer the matter to a Review Board. The board shall determine as to whether or not the comment is to be excised or amended.

The board shall be composed of tenured academic staff members outside the academic unit where the dispute has occurred. The board will consist of three members. The University and the Faculty Association shall each name one academic staff member to the board. The Chair shall be selected by mutual agreement between the Faculty Association and the University. A mutually agreed upon Elder may attend the review and give guidance to the Review Board as a neutral advisor. (See Appendix C: General Procedures for Review Board).

The University shall inform the Faculty Association of disputes arising under this Article, and shall provide the Faculty Association with the information, including the decision and rationale of the review panel, needed to monitor the progress and resolution of such disputes.

19.7 **Appeal Process**

19.7.1 **Appeal of Decision Concerning Career Development**

When an academic staff member is dissatisfied with the decision concerning career development, the grievance procedure shall not apply, but the academic staff member may apply, through the Faculty Association, for the decision to be reviewed by an Appeal Process.

An Appeals Committee shall be established in accordance with the procedures of Article 19.8.2. Normally, all appeals arising out of the decision by the Vice-President (Academic), as a result of career reviews, are heard by an Appeals Committee.

19.7.2 The University and the Faculty Association may agree that a special case be taken directly to arbitration, in accordance with the provisions of Article 19.9 rather than through the appeal process. When the grievance arbitration procedure is used regarding matters other than the decision resulting from career review which is communicated to the member, an Arbitration Board may not make career decisions which are the responsibility of the University, but shall have the power to require that the University follow procedures and communicate decisions to the member.

19.7.3 Purpose of the Appeals Committee

The purpose of the Appeals Committee is to review decisions concerning career development being appealed by academic staff members. The Appeals Committee shall consider the written material provided at the time of review, to the Vice-President (Academic) supplemented by any further documentation pertaining to the original material the member wishes to provide to the Committee, and by oral presentation. All information considered by the Appeals Committee shall be restricted to the period of time under review, i.e., prior to December 31st, unless otherwise specified at the outset of the review.

19.7.4 Grounds for the Appeal

The appellant 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 decisions or recommendation made by the Vice-President (Academic) was contrary to the evidence presented, or manifestly unfair, to the appellant.

19.8 Appeal Procedure

19.8.1 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 June 15th.

The notice of appeal shall:

- 19.8.1.1 specify the name, rank, department and faculty or equivalent academic unit of the appellant;
- 19.8.1.2 specify the decision which is being appealed;
- 19.8.1.3 specify the grounds on which the appeal is based;
- 19.8.1.4 specify what remedy, or remedies, the appellant believes to be sufficient to correct the alleged violation;
- 19.8.1.5 be signed and dated by the appellant.

The Faculty Association shall forward, in a timely manner, to the Director of Human Resources, with a copy to the Vice-President (Academic), a list of appeals which it intends to take to the Appeals Committee.

19.8.2 Appeals Committee

The Appeals Committee shall consist of three members who now hold, or have held, academic rank with a permanent appointment one appointed by the Faculty Association, one appointed by the University and a Chair agreed upon by the University and the Faculty Association. A mutually agreed upon Elder shall also attend the appeal and give guidance to the Appeals Committee as a neutral adviser. In the event a Chair cannot be selected in this manner, the University President shall name the Chair.

19.8.3 Transmittal of Appeals

The Chair or designate of the Faculty Association shall sign all appeals to be submitted, and forward them to the Chair of the Appeals Committee. Only those appeals received by the Chair of the Appeals Committee in this fashion shall be considered by the Committee.

19.8.4 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. The Chair shall provide the University and the Faculty Association with copies of the information provided to the appellant.

19.8.5 Appeals Committee Hearing

The hearing shall be attended by:

- the Appeals Committee;
- the appellant, who may be accompanied by or represented by a colleague;
- the Vice-President (Academic), who may be accompanied by or represented by a colleague;
- two observers for the Faculty Association;
- two observers for the University;
- an Elder.

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 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 Vice-President (Academic) to request that witnesses be present, that party must notify the Appeals Committee, with copies to the Faculty Association and the University, 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. 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 Vice-President (Academic) when the decision being appealed was made. This evidence should address the grounds for the appeal, as provided for in Article 19.7.4.

The hearing is then addressed by the respondent, i.e., the Vice-President (Academic), who defends the prior decision. It is the responsibility of the Vice-President (Academic) to provide, through documentation or testimony, the evidence relevant to the decision.

After the Vice-President (Academic) has presented the case, the appellant shall have the right of rebuttal (that is, not introducing new material but responding to the case made by the Vice-President (Academic)).

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

A brief written summary of the appellant's and Vice-President (Academic)'s presentations may be provided to the Committee.

19.8.6 **Records**

The Chair is responsible for the preparation of all recording of the hearings, and shall retain such recording for a period of one year and shall 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 and shall provide a copy to the other party.

After careful consideration, the Committee shall render by July 31st a recommendation to the President concerning the disposition of the Appeal based on fair and uniform application of the terms and conditions of Articles 18 and 19 of the collective agreement.

19.8.7 **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 President with a copy to the Faculty Association by the July 31st deadline.

19.8.8 **President's Action**

Upon receipt of the report, the President shall accept or reject the recommendation for each action concerning each appellant, and shall communicate in writing to the appellant any action taken as a result of such recommendation, with a copy to the Faculty Association by September 15th.

19.9 **Arbitration**

19.9.1 **Arbitration Regarding Action by the President following Appeals Committee Recommendation**

By September 30th the appellant and the Faculty Association may submit any decision of the President, following the appeal procedure, directly to the arbitration process outlined in 23.6, according to the terms stipulated in that article, except for the following:

19.9.1.1 **Composition of the Board**

The members shall hold, or have held, academic rank with permanent appointment, and the Chair shall be selected by lot from an agreed upon list of qualified persons.

19.9.1.2 **Report of Arbitration Board**

Decisions of an Arbitration Board which culminate the appeal procedures shall apply only to the dispute at hand, and shall not be considered as precedents for any future decision and actions, including future Boards of Arbitration.

19.9.1.3 Decisions of the Arbitration Board shall be communicated in writing by November 30th to the academic staff member the President and the Faculty Association. The President shall implement the decisions of the Arbitration Board. A decision by the Arbitration Board to terminate the employment of an academic staff member shall take effect at the end of the semester following the date of the Board's decision. All other decisions of the Arbitration Board shall be implemented by the President retroactive to July 1st.

19.10 **Types of Reviews**

19.10.1 **Career Growth Increments**

Subject to the limitations of the salary range for the rank, career growth increments will be awarded to those faculty members who, considering their present rank and duties, have met the standards for their level of appointment. CGI's may be withheld for faculty members who do not meet the standards for their level of appointment.

19.10.1.1 **Eligibility**

All academic staff members shall be reviewed annually for CGIs except members who are on sabbatical, secondment, or leaves as noted in Article 19.10.7: and/or academic staff members with a tenured appointment, who will be reviewed every four years in accordance with Article 19.10.4.

Academic staff members holding appointments with tenure shall be provided with a career growth increment on July 1st following any year in which they are not reviewed. The provision of this career growth increment is an expectation of career growth and may not be revoked by a subsequent review.

19.10.1.2 **Documents**

The awarding of annual career growth increments shall be based on the following documentation:

- a) The Annual Information Form, which is to be completed by the academic staff member no later than December 15th;
- b) The Performance Review Form, which is to be completed by the initial reviewer (Department Head) no later than January 31st, and then by the Vice-President (Academic);
- c) However, if the initial reviewer makes a negative recommendation, the Performance Review Form must next be completed by the Academic Performance Review Committee, no later than March 31st, and then the Vice-President (Academic), no later than May 15th.

19.10.1.3 **Decision**

The Vice-President (Academic) shall base decisions respecting the CGI on the initial review and the documents noted in Article 19.2.2.

By May 15th, the Vice-President (Academic) shall communicate in writing to every academic staff member whether they have been awarded a career growth increment. The career growth increment is effective as of July 1st.

If the academic staff member's performance is deemed inadequate, the Vice-President (Academic) may deny the member a career growth increment. The Vice-President (Academic) may also require the member to undergo a full

formal review in the following academic year. Notice of such shall be provided by the Vice-President (Academic) to the member at the time the CGI is denied.

In subsequent years, if the Vice-President (Academic) demonstrates that the academic staff member's performance continues to be inadequate, the Vice-President (Academic) may follow the procedures in Article 19.4.

19.10.2 **Annual Reviews for Renewal of Probation**

Renewal of probationary appointments will be made when acceptable performance has been demonstrated, and where it is deemed that the faculty member has the potential to be considered for a permanent appointment.

19.10.2.1 **Eligibility**

Each academic staff member who holds a probationary appointment shall be reviewed annually, except in the case of an initial probationary appointment (Article 16.2.2), where the review shall be conducted during the second year of the initial appointment.

19.10.2.2 **Documents**

The annual review for academic staff members with probationary appointments shall be based on the following documentation:

- a) the Annual Information Form, which is to be completed by the academic staff member no later than December 15th;
- b) the Performance Review Form, which is to be completed by the initial reviewer (Department Head) no later than January 31st, and then by the Academic Performance Review Committee, no later than March 31st, and the Vice-President (Academic), no later than May 15th;
- c) material in the academic staff member's official file, which is appropriate to the period under review;

- d) documents and other works, which are relevant to the duties of the member;
- e) student course/instructor evaluations, which are provided for in accordance with Article 19.3.8.

19.10.2.3 **Decision**

The Vice-President (Academic) shall base his or her decision respecting the academic staff member's career development concerning renewal of probationary appointment on the initial review, the Academic Performance Review Committee's review, and the documents noted in Article 19.10.2.2.

Annually, by May 15th, the Vice-President (Academic) shall communicate in writing to every academic staff member with a probationary appointment whether their appointment will be renewed for a further year. The letter shall contain the Vice-President (Academic)'s assessment of the candidate's performance, areas that may need improvement, and ways by which performance could be improved.

19.10.3 **Review for Tenure**

A permanent appointment will be granted when the academic staff member demonstrates the following:

- a) consistently high achievement in teaching;
- b) consistently high achievement in service to First Nations communities;
- c) consistently high achievement in service to the University community;
- d) consistently high achievement in research and scholarship useful to First Nations communities;
- e) a promise of future contributions which will enhance the reputation of the University;
- f) potential to progress through the ranks;
- g) any conditions specified in the original letter of offer.

19.10.3.1 **Eligibility**

Each academic staff member who holds a probationary appointment may apply for permanency at any time.

19.10.3.2 **Application**

An academic staff member who is applying for permanency shall make written application to the Department Head with a copy to the Vice-President (Academic) on or before November 30th; however, he or she must be reviewed for permanency before the end of the fifth year, in the probationary appointment subject to the provisions of Article 16.2.1.5.

19.10.3.3 **Documents**

A formal review for permanency shall assess the academic staff member's career, with special emphasis on the period since the member's first appointment at the University. The review shall be based on the following documentation:

- a) the Annual Information Form, which is to be completed by the academic staff member no later than December 15th;
- b) an up-to-date Curriculum Vitae in which the academic staff member highlights his or her accomplishments since commencing employment at the University;
- c) the Performance Review Form, which is to be completed by the initial reviewer (Department Head) no later than January 31st , and then by the Academic Performance Review Committee, no later than March 31st , and the Vice-President (Academic), no later than May 15th;
- d) material in the academic staff member's official file, which is appropriate to the period under review;
- e) documents and other works, which are relevant to the duties of the academic staff member;

- f) student course/instructor valuations, which are provided for in accordance with Article 19.3.8;
- g) letters of reference, which are provided for in accordance with Article 19.5.

19.10.3.4 **Additional Information**

Upon written request to Human Resources, an academic staff member shall be provided with a list of all academic staff members in the appropriate category who, within five years of the date of such request and within the same department as the member, have been granted a permanent appointment.

19.10.3.5 **Decision**

The Vice-President (Academic) shall base his or her decision respecting the academic staff member's career development concerning permanency on the initial review and the Academic Performance Review Committee's review, and the documents noted in 19.10.3.3. The decision shall take effect the following July 1st.

By May 15th, the Vice-President (Academic) shall communicate in writing to every academic staff member who has applied for permanency whether permanency has been approved. If permanency is not given, reasons shall be provided.

19.10.4 **Four-year Review for Academic Staff with Tenure**

19.10.4.1 **Eligibility**

Every academic staff member with a permanent appointment must undergo a formal review every four years.

19.10.4.2 **Period**

This review shall assess the period since the academic staff member's last formal review.

19.10.4.3 **Documentation**

This review shall be based on the following documentation:

- a) the Information Form, which is to be completed by the academic staff member no later than December 15th;
- b) an up-to-date Curriculum Vitae showing the academic staff member's career progress since his or her last formal review;
- c) the Performance Review Form, which is to be completed by the initial reviewer (Department Head) no later than January 31st, and then by the Academic Performance Review Committee, no later than March 31st, and the Vice-President (Academic), no later than May 15th;
- d) material in the academic staff member's official file, which is appropriate to the period under review;
- e) documents and other works, which are relevant to the duties of the academic staff member;
- f) student course/instructor evaluations, which are provided for in accordance with Article 19.3.8.

19.10.4.4 **Decision**

The Vice-President (Academic) shall base his or her decision respecting the academic staff member's performance on the initial review, the Academic Performance Review Committee's review, and the documents noted in Article 19.10.4.3.

By May 15th, the Vice-President (Academic) shall communicate in writing to every academic staff member with a permanent appointment the Vice-President (Academic)'s assessment of the member's performance, areas that may need improvement, and ways by which performance could be improved.

If the academic staff member's performance over the four-year period under review is deemed inadequate, the Vice-President (Academic) may require the member to undergo a full formal review the next year. Notice of such shall be provided by the Vice-President (Academic) to the member at the time the decision is made.

In subsequent years, if the Vice-President (Academic) demonstrates that the academic staff member's performance continues to be inadequate, the Vice-President (Academic) may follow the procedures in Article 19.4.

19.10.5 Review for Department Heads

Procedures for the initial evaluation of Department Heads shall be specified in the criteria document of each department. Where the criteria document has not been developed, the initial evaluation of Department Heads shall be through a procedure developed in Consultation in Committee as per Article 7.2 by the department and the Vice-President (Academic).

19.10.6 Formal Review for Promotion

Promotion results from evidence that the academic staff member has exhibited continual growth.

Academic staff are appointed with or promoted to one of the following academic ranks: Lecturer, Assistant Professor, Associate Professor, Professor, Librarians I – IV and Laboratory Instructors I - III.

19.10.6.1 Criteria

19.10.6.1.1 Assistant Professor

Members applying for the rank of Assistant Professor must demonstrate the following:

- a) normally, the member must have an earned graduate degree from a recognized university; however, an outstanding member with an equivalent combination of academic training, traditional education and professional experience may be considered;

- b) consistently high achievement in one of the criteria set out in Article 19.3;
- c) sustained effectiveness in the remainder of the criteria set out in Article 19.3.

19.10.6.1.2 **Associate Professor**

The rank of Associate Professor is recognized as confirming that its holder has displayed all the qualities required in a university context in regard to teaching, service, and scholarly activities. For promotion to this rank the faculty member will normally have an earned doctoral or other terminal degree; however, an outstanding candidate with an equivalent combination of academic training, traditional education and professional experience may be considered. In addition, the faculty member must demonstrate the following:

- a) substantive experience in the discipline;
- b) excellence in at least two of the criteria areas described in Article 19.3;
- c) sustained effectiveness in the remainder of the criteria areas described in Article 19.3.

19.10.6.1.3 **Professor**

To be promoted to the rank of Professor, the Faculty member must have an earned doctoral or other terminal degree from a recognized university; however, an outstanding member with an equivalent combination of academic training, traditional education and professional experience may be considered. In addition the member must have contributed continuously to the expansion of knowledge in the member's area of specialization or to the advancement of his or her profession since the member's appointment or promotion to the rank

of Associate Professor. A faculty member must have an outstanding record of teaching, service, and scholarly contributions, which are recognized by scholars in the same field. In addition, there must usually be evidence of consistently high achievement in at least three of the criteria areas outlined in Article 19.3 and sustained effectiveness in the remainder.

For information on the establishment of Criteria for Promotion of Librarians and Laboratory Instructors, refer to Appendix E.

- 19.10.6.2 **Eligibility**
Every academic staff member with a probationary or permanent appointment may apply for promotion to a higher rank at any time.
- 19.10.6.3 **Application**
An academic staff member who is applying for promotion shall make written application to the Department Head or other appropriate person with a copy to the Vice-President (Academic) on or before November 30th.
- 19.10.6.4 **Period**
A formal review for promotion shall assess the academic staff member's entire career, with special emphasis on the period since the member received his or her most recent academic rank at the University.
- 19.10.6.5 **Documentation**
Formal reviews for promotion shall be based on the following documentation:
- a) the Annual Information Form, which is to be completed by the academic staff member no later than December 15th;

- b) an up-to-date Curriculum Vitae in which the academic staff member highlights his or her accomplishments since the inception of his or her career;
- c) the Performance Review Form, which is to be completed by the initial reviewer (Department Head or other appropriate person) no later than January 31st, and then by the Academic Performance Review Committee, no later than March 31st, and the Vice-President (Academic), no later than May 15th;
- d) material in the academic staff member's official file, which is appropriate to the period under review;
- e) documents and other works, which are relevant to the duties of the academic staff member;
- f) student course/instructor evaluations, which are provided for in accordance with Article 19.3.8;
- g) letters of reference, which are provided for in accordance with Article 19.5.

19.10.6.6 **Additional Information**

Upon written request to Human Resources, an academic staff member shall be provided with a list of all members in the appropriate category who, within five years of the date of such request and within the same department as the member, have received promotion to the rank which the member is seeking.

19.10.6.7 **Decision**

By May 15th, the Vice-President (Academic) shall communicate in writing to every academic staff member who has applied for promotion whether the promotion has been granted.

The Vice-President (Academic) shall base his or her decision respecting the academic staff member's career development concerning rank promotion on the initial review, the Academic Performance Review Committee's review, and the documents in Article 19.10.6.5. The decision shall take effect the following July 1st.

19.10.7 **Reviewing Members who are on Sabbatical, Secondment, or Leave**

19.10.7.1 **Eligibility**

A review shall not be initiated for an academic staff member who is on sabbatical, secondment or leave except under unusual circumstances. When a review for a member on sabbatical, secondment, or leave is deemed to be desirable, the Vice-President (Academic) shall initiate the review by notifying the member and the Faculty Association, in writing, of the unusual circumstances that appeared to the Vice-President (Academic) to warrant such a review. If such a review is to be undertaken, the member shall receive the notice prior to July 1st. In such event, the University shall reimburse the member his or her reasonable costs of attending such a review.

19.10.7.2 **Annual Information Form and Career Growth Increment**

Academic staff members who are on sabbatical, secondment, or leave have two choices with regard to annual reviews for career growth increments:

- a) An academic staff member on sabbatical, secondment, or leave normally submits an Annual Information Form on or before the December 15th deadline. A career growth increment shall be provided effective July 1st. Although this increment is not an indication of career growth, it cannot be revoked by a subsequent review.
- b) If an Annual Information Form is not submitted for the first year, two forms will be submitted at the end of the two-year period, and the academic staff member will be reviewed for that two-year period. In this case, the member will be eligible to receive a career growth increment for each year.

Notwithstanding the foregoing, an academic staff member on sabbatical, secondment or leave may initiate a review by notifying the Vice-President (Academic) in writing, such notice to be received by the Vice-President (Academic) on or before November 30th.

ARTICLE 20 - WORKING ENVIRONMENT

- 20.1 Academic staff members shall not be put under surveillance except when a temporary camera installation is required specifically to capture inappropriate, unlawful behavior and / or situations of danger and threats to the University community. This includes non-electronic surveillance, electronic eavesdropping or video cameras, and any kind of computer surveillance or other devices.

The parties recognize that the safety of employees, staff, students and the general public may require the installation of video cameras, audio recorders or other monitoring devices in public access areas of the campus such as parking lots, walkways, building entrances, exits and hallways. Notice of the presence of video surveillance systems will be posted.

Before posted surveillance devices are installed, the University will notify the Faculty Association of their location.

- 20.2 The parties agree that academic staff members have the right to privacy in the contents of their personal and professional communications, and in the contents of the files members maintain, whether these communications and files are on paper or in electronic form. The parties shall undertake to respect that right to the extent reasonably possible, subject to applicable legislation. However, this clause in no way limits the right the University has to use material contained in the official file, including communications to, from and concerning members.

The University shall release personal information from an academic staff member's files to a third party only as required for legitimate administrative needs, as provided by law, as permitted by this Agreement, or with the prior consent of the member.

- 20.3 So that academic staff members can effectively carry out their duties, the University shall maintain facilities and a reasonable level of services appropriate to the institution's teaching, research, and related activities.

The University will make every effort to provide full-time academic staff members with a fully enclosed private office. Offices may be re-allocated during extended leaves after consultation with the academic staff member taking leave.

Academic staff members shall be provided with suitable office furniture. Office furniture and equipment for members with medical disabilities shall be given first

priority. The University shall provide ergonomic information, education and assessments as required.

The University, through the OHS committee, will conduct ergonomic risk assessments, as prescribed in the *Saskatchewan Occupational Health and Safety Regulations, 1996*; when required to assess ergonomic concerns and needs of academic staff.

Ergonomic assessments requested by Academic staff, will be initiated through the OHS Committee, who will forward their recommendations to the University for response and implementation.

ARTICLE 21 - TERMINATION OF EMPLOYMENT

21.1 Termination of employment may come into effect in one of the following ways:

21.1.1 Retirement

When an academic staff member chooses to retire the date shall normally be April 30th, June 30th, August 31st, or December 31st. The member shall give four months' notice in writing to the Vice-President (Academic).

The date for 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 and who is accepting term employment at the University, may discuss with the University alternative ways of structuring the compensation provisions. The University shall be sensitive to the needs of members who wish to increase their subsequent retirement income, provided such methods are in accordance with current legislation and the terms of the University pension plan.

21.1.2 Resignation

An academic staff member who resigns shall give notice in writing to the Vice-President (Academic), and employment shall terminate as follows:

Faculty and Laboratory Instructors: At least four months' notice;

Librarians: At least two months' notice.

Any of the above requirements may be waived by mutual agreement between the academic staff member and the Vice-President (Academic).

21.1.3 Special Arrangement

The normal retirement date for academic staff members is June 30th Following their 65th birthday.

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

21.1.3.2 Without prejudice, the University may offer an early retirement package to an individual academic staff member, or to a group of

members, eligible to take early retirement and who meet certain conditions such as age and length of service.

The University shall 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.

21.1.3.3 Whenever the University formally proposes a plan for discontinuance of employment, or assisted early retirement, as outlined in 21.1.3.1 and 21.1.3.2 above, it shall inform the Faculty Association in writing of the terms of the offer.

21.1.3.4 The Faculty Association has the right to have a representative participate in any discussion which may take place between the University and the academic staff member pursuant to any proposal initiated under 21.1.3.1 and 21.1.3.2.

21.1.3.5 Any agreement or arrangement concluded pursuant to 21.1.3.1 and 21.1.3.2 must be in writing. The agreement shall not take effect unless and until the President of the University, the affected academic staff member, and the Faculty Association have signed the agreement.

21.1.3.6 In the event that retraining reassignment or transfer are inappropriate and the parties are unable to agree upon a special arrangement under Article 21.1.3, then either the University or the academic staff members may invoke binding arbitration in accordance with Article 23.6 to determine the package applicable for early retirement or discontinuance by special arrangement.

21.1.4 **Dismissal for Cause**

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

21.1.4.1 The employment of an academic staff member may be terminated by reason of just cause, which includes but is not limited to professional misconduct, wilful neglect of duties and responsibilities, or incompetence demonstrated by annual review reports.

21.1.4.2 Except in the case of gross misconduct, due warning in writing shall be given by the Vice-President (Academic) 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 Vice-President (Academic) shall, upon request of the member, add a written note to the member's official file reflecting the member's current status in relation to the original letter of warning.

- 21.1.4.3 When it is to be recommended that an academic staff member be dismissed for cause, the member shall be given notice in writing that seven days from the date of the notice the Vice-President (Academic) will formally recommend to the President that the member be dismissed. In the event that it is not possible to personally present the member with the notice, the Vice-President (Academic) shall forward the notice by registered mail to the last known address of the member. Such mailed notice shall provide for a period of fourteen calendar days from the date the notice is sent until the formal recommendation to the President. The notice to the member shall contain a complete statement of the grounds for the recommendation to dismiss. A copy of the notice shall be sent to the Faculty Association.

When it is unlikely that the 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 member shall be relieved of all duties by the Vice-President (Academic).

- 21.1.4.4 If the academic staff member or the Faculty Association requests it, the President shall convene a meeting during the notice period specified in 21.1.4.3 attended by the member (if available), the Vice-President (Academic), the department head, 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.

- 21.1.4.5 At the end of the notice period, the Vice-President (Academic) shall 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 member be dismissed.

21.1.4.6 Upon receipt of a formal recommendation from the Vice-President (Academic) to dismiss an academic staff member, the President shall, within seven calendar days of the date of the recommendation, inform the member in writing, with a copy to the Faculty Association, either that the action is discontinued or that the member is dismissed.

21.1.4.7 In the case of dismissal for reasons other than gross misconduct or unauthorized absence from campus, from the date of the President's letter the academic staff member may be suspended with or without pay for twenty-one days. During a suspension a member shall be relieved of all duties.

If the academic staff member does not file a grievance within the twenty-one day period, the member's employment is terminated at the end of the period. If a grievance is filed, the member's suspension, if any, continues until the resolution of the grievance. If the grievance is not upheld the member's employment is terminated. As provided in Article 24.1, the member's non-salary benefits are not to be withheld while he or she is suspended. If the member is suspended with pay, the 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 member will be charged the normal share of costs from the effective date of suspension.

21.1.4.8 All correspondence to the academic staff member required by this clause shall be delivered directly to the member where convenient and, in other cases, forwarded by registered mail, to the last known address of the member. The copies for the Faculty Association shall be delivered to the Chair or, in the Chair's absence, to an officer of the Faculty Association.

21.1.4.9 Failure to act within the time limits set out above shall constitute waiver of rights. If a party, acting in good faith and for sufficient cause, clearly was unable to meet these time requirements, the delay may be excused.

21.2 Discontinuance of employment or lay off may be effected only in accordance with the provisions of this agreement.

ARTICLE 22 - CLEARANCE UPON TERMINATION

- 22.1 Upon termination of employment the final salary cheque shall be issued within five working 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 23 - GRIEVANCES

23.1 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.

23.1.1 Grievor is defined as the academic staff member(s), Faculty Association, or University initiating a grievance.

23.2 General

23.2.1 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.

23.2.2 The time limits specified in this article may be waived by mutual agreement between the Faculty Association and the University.

23.2.3 Nothing in this agreement prejudices the right of an academic staff member of the Faculty Association to exercise other rights which he or she may have at law.

23.2.4 The parties may call witnesses and be accompanied, or represented, by colleagues or counsel.

23.3 Informal Discussion

Before a grievance is filed by either party, every attempt shall be made to settle the dispute by informal discussion in the presence of a mutually agreed upon Elder. An academic staff member may present a verbal complaint to the head of the department or to the Vice-President (Academic), as soon as the grounds for the complaint are known.

23.4 Stage One

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

A grievance by the Faculty Association shall be forwarded to the Vice-President (Academic). A grievance by the University shall be forwarded to the Chair of the Faculty Association. The grievance shall:

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

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

23.4.3 be signed by the employee(s) affected, and by 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 Vice-President (Academic) 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 Vice-President (Academic) may require a meeting. 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.

23.5 **Stage Two**

If the Vice-President (Academic), 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 written response 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 Faculty Association and the appropriate University officers.

23.6 **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).

Such a dispute or difference between the University and the Faculty Association or any of its academic staff members concerning the interpretation or an alleged breach of this agreement, which is not settled at the grievance stages, shall be settled by

arbitration between the Faculty Association and the University in accordance with the provisions of the Trade Union Act.

Except in cases dealing with Career Development of academic staff members (see Article 19.9.1) the Arbitration Board shall consist of three members who will be selected as follows: the University and the Faculty Association shall each appoint their own board member within seven working days of notice being given by either party for the establishment of the Board. The University and the Faculty Association shall select, from a previously agreed upon list, within seven working days, a third member, who has reasonable knowledge of academic affairs, to act as the Chair of the Board. Once appointed, the Chair shall then invite an Elder to act as his or her advisor. The Elder shall be expected to guide the arbitration process along traditional First Nations methods of conflict resolution.

In the event of failure to agree on a Chair within the time prescribed they shall notify the Chair of the Saskatchewan Indian Personnel Management Commission who shall name a Chair who has knowledge of academic affairs.

The University shall provide appropriate space for the hearing of grievances and arbitration cases. The parties may call witnesses and be accompanied, or represented, by colleagues or counsel.

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 refuse to deal with a technical objection if, in its opinion, the technical objection has been made solely for the purpose of avoiding a substantive issue. Technical deficiencies which relate to time may be waived by the Board if such deficiencies occur as a result of actions, errors or omissions made 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.

ARTICLE 25 - BENEFIT PROVISIONS

25.1 Professional Development

In order to fulfil the stated mission of First Nations University of Canada, the University requires academic staff members experienced in both traditional academic disciplines, and in languages, cultures, societies and world view of the First Nations communities. Each member must, to some degree, share in both perspectives. As an innovative institution, the University has a need to foster the development of academic staff members with the skills, knowledge, understanding and relationships which are necessary to fulfil the mission of the institution. Members are expected to develop professionally and academically, and in their understanding of First Nations cultures.

25.1.1 The University shall provide opportunities for individual development through cultural events, oral traditional consultation, established training programs, regular conferences, and in-service training. The University shall provide an orientation to working in a First Nations controlled institution.

25.1.2 An academic staff member may apply to attend cultural events, oral consultations, institutes, workshops, conventions, conferences, and other education related events which are of value in the development and promotion of the objectives of the University. Approval of such attendance shall be in accordance with the provisions of Article 25.1.3 through 25.1.6.

25.1.3 All applications for Professional Development shall be in writing and must have prior authorization from the Department Head or other appropriate person, and then the Vice-President (Academic). All applications shall provide a clear description of the program or course offering, duration, cost, its relationship and benefit to the employee's job function.

25.1.4 When reviewing applications for Professional Development, factors such as the degree of probable benefit to the academic staff member and the department, the member's length of service to the University, the demonstrated level of commitment to the University, commitment of further continued employment with the University and such other factors as may be relevant shall be considered.

25.1.5 The University may cover all or a portion of the expenses associated with the Professional Development. Agreement on the financial arrangements shall be made prior to commencement of Professional Development.

25.1.6 The academic staff member shall file a written report with the Department Head or other appropriate person with a copy to the Vice-President

(Academic) upon his or her return from Professional Development, and may be requested to conduct a workshop with other members.

25.2 **Education Leave**

25.2.1 An academic staff member with a probationary or permanent appointment may be granted a leave of absence with or without pay for the purpose of pursuing academic studies. An academic staff member is eligible to apply for education leave without pay after the completion of the first year of service, and to apply for education leave with pay after the third year of service.

Nothing in this section shall preclude the University's right to make available paid education leave to encourage the development of First Nations people.

25.2.2 **Application:** The application must be made in writing to the Vice-President (Academic), with a copy to the Department Head or other appropriate person, at least eight months before the commencement of the leave. The Vice-President (Academic) shall respond at least five months before the commencement of the leave.

25.2.3 **Duration:** Educational leave is for up to one year commencing upon a mutually satisfactory date. An application may be made for renewal for up to one year by following the procedures in 25.2.2.

25.2.4 The University may award grants of up to 80 per cent of the member's salary to assist with the costs associated with educational advancement. Other remuneration which the academic staff member may receive during the education leave, including funds provided by governments in accordance with First Nations rights to education, is limited to an amount which brings the total to one hundred per cent of normal salary, exclusive of grants for research purposes and monies obtained for authorized outside professional activities, plus travel and related expenses for the member (unless claimed as part of the education grant defined above), spouse and dependent children. The University may recover any amount in excess of 100% obtained by the member in contravention of this article. The University assumes no responsibility for the taxation status of education grants.

25.2.5 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 a member returns to the University for a period of time less than the length of the leave, the reimbursement shall be prorated accordingly. The member shall return to the staff of the University at the same academic rank and salary which he or she held at the beginning of the leave. While on leave the member shall receive any generally applicable salary increases; however, in normal circumstances the member would not be eligible to receive a career growth increment for that time spent on education leave.

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

25.2.7 Any of the above specifications may be waived by mutual agreement between the Vice-President (Academic), the academic staff member, and the Faculty Association.

25.3 **Other Leaves**

25.3.1 **Leave for Traditional Ceremonies**

Upon written notice to the appropriate Department Head, an academic staff member may be granted up to seven (7) working days with pay annually for the purpose of participating in traditional First Nations ceremonies. A University policy on this will be developed in consultation with First Nations Elders and academic staff members.

The academic staff member 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.

25.3.2 **First Nations Holidays**

All academic staff members shall be entitled to the following First Nations holidays with pay:

First Nations Government Day, April 16

National Aboriginal Day, June 21

First Nations Unity Day, November 12

Treaty Day (applicable only to academic staff members with Indian status)

Such holidays shall be scheduled by the University and academic staff members so as to minimize disruption in class scheduling.

25.4 **Vacation Policy**

25.4.1 Vacation credits for full-time academic staff members shall accumulate according to the number of continuous years of service as follows:

- Less than two (2) years of continuous service - 1.67 days per month (four weeks annually)
- Two to five years of continuous service - 2.08 days per month (five weeks annually)
- Over five years of continuous service - 2.50 days per month (six weeks annually)

Academic staff members on approved leaves of absence shall be deemed to have continuous service.

25.4.2 Part-time and temporary academic staff members shall earn vacation credits on a pro-rated basis.

25.4.3 Academic staff members must use vacation (four, five or six weeks, or pro-rata) yearly according to the provisions of this clause. No arrangements may be made for payment in lieu, either during the course of employment or upon termination, except in circumstances in which vacation has not been taken because of a written request by the University.

25.4.4 **Carryover of Unused Vacation Time**

Upon written request to the Department Head with a copy to the Vice-President (Academic), an academic staff member may carry over the member's 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.

25.4.5 The University shall make a reasonable effort to permit the academic staff member to take all accumulated vacation entitlements at one time if so desired by the member.

25.4.6 If, by the end of the academic year, an academic staff member has not made application to take vacation or to have vacation entitlements carried over that member will be deemed to have taken his or her accumulated vacation credits for that year.

- 25.4.7 Human Resources shall maintain a current record of vacation credits for each academic staff member and shall provide, by April 30th of each year, a record to each member.
- 25.4.8 The Department Head is responsible for planning vacations, including his or her own vacations, in consultation with the academic staff members within the department or academic unit.
- 25.4.9 The academic staff member shall provide his or her Department Head with at least two weeks notice of his or her intent to commence vacations if such vacations are to be of a duration of five (5) consecutive days or more. In cases where the duration is four (4) or less, the member shall give the Department Head at least two (2) days notice. Such requests must be in writing and approved by the Department Head in advance. A department head shall provide the Vice-President (Academic) two weeks notice of his or her intent to commence vacations if such vacations are to be of a duration of five (5) consecutive days or more.

25.5 **Statutory Holidays**

All academic staff members shall be entitled to the following statutory holidays with pay:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Saskatchewan Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

25.6 **Benefits**

25.6.1 **Sick Leave**

- a) Effective April 1, 2015, academic staff members shall earn non-cumulative sick leave credits at the rate of one and a quarter (1.25) days per month (to a maximum of 15 days per year) during each fiscal year.
- b) Academic staff members who are sick for more than five consecutive

days shall apply, as soon as medically possible, for short-term disability which shall provide their normal salary and benefits for the first eighty-five working days of illness. Following this, members will apply for long-term disability which, if approved, shall become effective immediately following the expiration of the short-term disability coverage. The short-term and long-term disability benefits will be administered in accordance with the terms of the plans in place.

- c) When an academic staff member terminates employment, he or she shall not be entitled to any payout resulting from earned but unused sick leave.
- d) Human Resources shall maintain a record of sick leave for each academic staff member and shall provide, by April 30th of each year, a record to each member.
- e) In the event that any academic staff member is unable to report to work due to illness, he or she shall notify his or her Department Head or designate before 9:00 a.m. of each day, and in any event, prior to the commencement of his or her first class. Department heads who are ill should notify their Administrative Assistant and the Vice-President (Academic).
- f) An academic staff member may, upon return to work, be requested to provide a medical certificate verifying the illness.
- g) An academic staff member shall make every effort to schedule routine medical, dental and optical examinations during non-teaching hours.
- h) Any academic staff member who fails to meet the requirements respecting sick leave shall be considered to be absent without leave and his or her pay shall be deducted to reflect such absence.
- i) Any academic staff member who is absent as a result of illness in excess of earned sick leave credits shall have his or her pay deducted to reflect such absence.
- j) Notwithstanding subparagraph 25.6.1(i), any academic staff member may utilize a maximum of fifteen (15) sick leave days, whether earned or not, any time during the year, provided that if the member resigns or whose employment is terminated, he or she shall reimburse the University for sick leave days utilized in excess of sick leave credits actually earned.

25.7 **Group Benefits**

25.7.1 **Pension Plan**

All full time academic staff members, upon hiring, and as a condition of employment, shall be required to participate in the University pension plans and other mandatory benefit plans of the University. The University may modify the pension plan following consultation with members. 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. Effective January 1, 2015, pension contributions will increase for both parties to 6%.

25.7.2 **Group Insurance**

- a) All academic staff members, upon hiring, as a condition of employment, shall be required to participate in the Group Insurance Plan offered by the University. The University shall pay the costs of the premiums for this plan.
- b) The University may modify group insurance plans following consultation with academic staff members.

25.7.3 **Extended Health Benefits**

All academic staff members, their spouses, and their eligible dependents shall be covered by a family dental plan and an extended health and vision care benefit plan. All academic staff members, upon hiring, shall be enrolled in the plans, and continue to be enrolled, unless a written request by an academic staff member is made to Human Resources to opt out of the plans. The University and the members shall share equally the cost of premiums for these plans.

The University shall provide the Faculty Association with information concerning premiums and claims as reported to the University by the insurance provider. There shall be an annual meeting with representatives of the insurance provider, the University, and the Faculty Association to discuss issues of common concern. Members of the Pension and Benefits Committee shall be invited to this meeting.

25.7.4 **Employment Assistance Program**

The University shall provide all academic staff members with access to an Employment Assistance Program.

25.7.5 **Employee Benefits During Leave of Absence Without Pay, Disability or Education Leave**

25.7.5.1 **Leave Without Pay for 31 Days or Fewer**

If the leave without pay is for 31 days or fewer, employee benefit coverage and payments by the University remain the same.

25.7.5.2 **Leave Without Pay or Education Leave 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. The University shall continue to pay the employer portion of the plan and the member shall continue to pay the member portion.

Long Term Disability 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 member may arrange to continue optional coverage by prepaying the appropriate premiums in accordance with the provisions of the plan. (Failure to continue optional coverage may require a medical examination as a condition of reinstating the optional portion of the coverage.)

Family Dental and Extended Health Plans - The academic staff member may continue coverage by prepaying the appropriate premium in accordance with the provisions of the plan.

25.7.5.3 **Leave While on Long Term Disability**

Pension Plan - Service credit shall continue to be accumulated by the academic staff member making prior arrangements in accordance with the terms of the plan. The University shall continue to pay the employer portion for the plan and the member shall continue to pay the member portion for those members who make such prior arrangements.

Long Term Disability Plan - The University shall maintain long-term disability for the academic staff member in accordance with

the provisions of the plan. Long-term disability benefits will be 75% of monthly earnings rounded to the next higher \$1, if not already a multiple thereof, up to a maximum benefit of \$5000 per month effective January 1, 2015.

Group Insurance - The University will maintain the basic coverage for each academic staff member on long-term disability. The member may arrange to continue optional coverage by prepaying the appropriate premiums in accordance with the provisions of the plan. (Failure to continue optional coverage may require a medical examination as a condition of reinstating coverage.)

Family Dental and Extended Health Plans - The University will maintain coverage and continue to pay its share of the costs of the plans for those academic staff members who make such prior arrangements. The members shall pay their share of the cost of the plans.

25.7.5.4 **Notice of Benefits While on Leave**

Prior to the granting of any leave, with the exception of the first eighty-five days on sick leave, the University will clarify and state in writing the effect on career considerations (such as salary adjustments, eligibility for the leaves) and benefits while on leave, etc.

25.8 **Liability Insurance**

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

25.9 **Education Benefits**

Notwithstanding the provisions of Article 7, academic staff members who hold permanent or probationary appointments may take credit classes offered by a post-secondary institute recognized and approved by the University, provided they are not enrolled as full-time students at a post-secondary institution, and provided that taking this class does not interfere with the performance of duties. Academic staff with status under The Indian Act shall first make application for tuition to their band, tribal council, or AANDC, whichever is appropriate. Subsequently, such members may apply to the University for additional funding by making application to the Vice-President (Academic). Total funding from the two sources shall not exceed the cost of tuition. With the prior agreement of the Vice-President (Academic) the tuition will be refunded upon successful completion. Tuition for only three classes

per year will be reimbursed. The member, the Department Head or appropriate person and the Vice-President (Academic) shall discuss ways in which duties may be reassigned to make it possible for the member to take each class.

25.10 Exemption from Tuition Fees

25.10.1 The following persons are entitled to an exemption from tuition fees only for any First Nations Language courses offered by the University:

- a) the academic staff member;
- b) the academic staff member's spouse;
- c) the academic staff member's child or dependent, provided that the child or dependent has not yet attained the age of 26 on the date of commencement of the term for which the exemption is to be received.

25.11 Inclusiveness

For the purpose of the Benefit Provisions set out in this Article, the words "family" and "spouse" shall include same-sex couples in compliance with Article 3.

25.12 Health Care Spending Account

Effective January 1, 2017

In order to support the benefit programs available to academic staff members, the Health Care Spending Account (HCSA) will be provided in the amount of \$450 per eligible member per year for those members who qualify for benefits. Subject to Canada Revenue Agency regulations, unused balances in the HCSA shall be carried forward.

This HCSA will allow members to supplement their benefit programs on any item or service allowed as a medical expense.

Effective January 1, 2018

The HCSA will increase to \$750 per year for members who qualify for benefits.

ARTICLE 26 - LEAVES

See Article 25 for EDUCATION LEAVE

26.1 Jury Duty/Court Witness

- 26.1.1 Leave with pay shall be granted to an academic staff member who has been summoned for jury duty or who has been issued a summons to appear as a witness.
- 26.1.2 In instances where an academic staff member appears in court either as a plaintiff or defendant, leave shall either be without pay or chargeable against accumulated vacation credits.
- 26.1.3 Any payment made to the academic staff member with respect to his or her appearance in court either as a witness or juror, less any incurred direct costs, shall be turned over to the University.

26.2 Personal Leave

- 26.2.1 An academic staff member may be granted leave of absence with pay by the Department Head, for up to five working days for personal circumstances such as birth or adoption in the family, 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 Department Head, where the particular circumstances warrant it.
- 26.2.2 If additional days are required, the days shall either be without pay or charged against accumulated vacation credits, and shall require consent of the Vice-President (Academic).
- 26.2.3 **Compassionate Leave**
Academic staff members may apply to the Department Head, for compassionate care leave of up to six weeks without pay. The application shall be in writing and shall state why the member is requesting leave. If a family member faces a significant risk of death during the period for which leave is being requested, leave shall not be refused unreasonably. Leaves for longer periods may be granted by the Department Head. The member may be eligible for Employment Insurance Compassionate Care Benefits from Human Resources and Skills Development.

26.3 **Maternity and Parental Leave**

Academic staff members who have been employed for a continuous period of 5 months or more with the University are entitled to a total of fifty-two (52) weeks of maternity or parental leave with parental leave not to exceed 35 weeks.

The University will pay to an academic staff member who has applied for and is in receipt of employment insurance benefits, the difference between the weekly rate of employment insurance benefits and seventy-five per cent of the member's salary while on maternity and parental leaves to a maximum of 50 weeks. This is subject to the condition that the academic staff member's earnings (from Employment Insurance, and any other source) cannot exceed 100% of normal earnings.

26.3.1 **Maternity Leave**

26.3.1.1 **Notice Required for Maternity Leave**

In normal circumstances, all applications for maternity leave shall be made in writing to the appropriate Department Head at least four (4) weeks prior to commencement of leave.

26.3.1.2 The notice period shall not apply if the academic staff member begins such maternity leave because of complications caused by her pregnancy or because of a birth, still birth or miscarriage.

26.3.1.3 A pregnant academic staff member shall be entitled to seventeen (18) weeks maternity leave. Such leave may be during the period of pregnancy or upon the birth of the child.

26.3.1.4 In the case where the child is hospitalized, an academic staff member may postpone her maternity leave by the number of weeks the child is hospitalized but it must be taken within the fifty-two weeks from the date of the birth of the child.

26.3.1.5 The maternity leave of an academic staff member who is not entitled to take parental leave shall end on the later of the day that is seventeen (18) weeks after the maternity leave began or the day that is six (6) weeks after the birth, still birth or miscarriage.

26.3.1.6 During the period of maternity leave as specified in Article 26.3, an academic staff member shall be entitled to pay from the University as follows:

26.3.1.6.1 for the first two (2) weeks the University shall pay the academic staff member 100% of her salary;

26.3.1.6.2 an academic staff member who is a parent and has not applied for EI on the occasion of the birth of a child is also entitled to 35 weeks of unpaid leave in accordance with the provincial employment standards act/legislation.

26.3.1.7 Such academic staff members are also entitled to thirty-five (35) weeks of parental leave in accordance with Article 26.3.2 and the provisions required by law immediately after the birth or adoption of the child.

26.3.1.8 The University may require a medical certificate as evidence of medical fitness of the employee upon return to work.

26.3.2 **Parental Leave**

26.3.2.1 **Notice Required for Parental Leave**

In normal circumstances, an academic staff member shall give written notice to the University of her/his intention to take a parental leave at least four (4) weeks prior to the commencement of such leave.

26.3.2.2 The notice period shall not apply if the academic staff member begins such parental leave because the child comes into the custody, care or control of the parent sooner than expected.

26.3.2.3 **Post-Natal Leave for Parent Not Taking Parental Leave**

On the occasion of the birth of a child or the adoption of a child coming into the custody, care or control of a parent for the first time, the child's parent who is not taking the parental leave shall be entitled to a leave with full salary and benefits of up to 5 days, to be taken at the discretion of the academic staff member.

26.3.2.4 **Parental Leave on the Occasion of the Birth of a Child**

26.3.2.4.1 On the occasion of the birth of a child, an academic staff member who is a parent and who is entitled to receive benefits under the Employment Insurance Act and applicable legislation shall be entitled to a parental leave of up to thirty-five (35) weeks. In the case of a member who is eligible to take maternity leave,

parental leave shall be in addition to that maternity leave.

26.3.2.5 Parental Leave on the Occasion of the Adoption of a Child

26.3.2.5.1 The notice period shall not apply if the academic staff member begins such parental leave because the child comes into the custody, care or control of the parent sooner than expected.

26.3.2.5.2 On the occasion of the adoption of a child coming into the custody, care or control of a parent for the first time, an academic staff member who is a parent shall be entitled to a parental leave of up to thirty-seven (37) weeks.

26.3.2.5.3 During the period of parental leave as specified in Article 26.3, an academic staff member who is a parent and who is entitled to receive benefits under the Employment Insurance Act and applicable legislation, shall be entitled to pay from the University as follows:

26.3.2.5.3.1 for the first two (2) weeks the University shall pay the academic staff member 100% of her/his salary.

26.3.2.6 Extended Parental Leave

An extended parental leave without pay, up to a maximum of seventeen (17) weeks, shall be given to academic staff members who request it.

26.3.2.7 General Considerations

26.3.2.7.1 During any of the leaves noted above, the academic staff member shall continue to participate in the pension plan and the other benefit plans set out in this collective agreement. The member and the University shall each continue to pay their same applicable share of contributions and/or premiums as at the beginning of the leave, unless the member elects *not* to do so in writing.

26.3.2.7.2 Upon return to work, the University shall reinstate an

academic staff member who has taken Leaves under Article 26.3 to the former position with her/his full salary and benefits as provided for under this collective agreement, as amended, or her/his full salary and benefits before the leave, whichever is greater.

26.3.2.7.3 The parties agree that the provisions of Article 26.3 shall be no less than those in the "provincial employment standards act/legislation" and Employment Insurance Act and as may be further amended. Differences in the interpretation of this Article shall be resolved based on consistency with the Act.

26.3.2.7.4 Nothing in Article 26 shall prevent an academic staff member from claiming sick leave for absences from work due to illnesses related to her pregnancy. However, once a member begins Article 26 leaves, such leaves may not be suspended in order to claim sick leave. Maternity or parental leave and sick leave cannot be claimed at the same time.

26.4 Leave to Seek Nomination and Election to Political Office

26.4.1 Upon written request to the Vice-President (Academic), the University shall grant to an academic staff member leave of absence without pay to seek nomination as a candidate, and to be a candidate in municipal, provincial, federal or First Nations government.

26.4.2 The academic staff member shall inform the Vice-President (Academic) 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.

26.4.3 Should the academic staff member be successful in his or her bid for office, the member may be required to resign, or to take partial or complete leave without pay depending upon the requirements of the member's responsibilities. Such resignation or leave shall be effective the date he or she takes office. The leave shall be for a specific term and may be renewed.

26.4.4 Should the academic staff member be unsuccessful in his or her bid for office, he or she may return to his or her academic position he or she held at the time leave was granted.

26.5 **Discretionary Leaves**

The Vice-President (Academic) in consultation with the Department Head, and the President, may grant or extend any leave to an academic staff member whether with pay, with partial pay, or without pay.

26.6 **Leave of Absence Without Pay**

26.6.1 Application for leave of absence without pay shall be limited to two years and shall be directed through the appropriate Department Head. The academic staff member and Department Head shall present to the Vice-President (Academic) a proposal outlining the terms and conditions of the member's reinstatement following leave without pay.

26.6.2 The Vice-President (Academic), in consultation with the appropriate Department Head, shall have the right to accept, deny, or grant modified or conditional acceptance to any or all applications for leave of absence without pay.

26.6.3 Upon return to employment from leave of absence, the Department Head shall place the academic staff member in the position previously held by him or her or a position mutually agreeable to both parties. In no case shall the member return to staff at lower salary, benefits, or seniority than when the leave began.

26.6.4 The academic staff member may be eligible for partial employment related benefits during his or her leave of absence as specified in the leave agreement.

26.6.5 All academic staff members shall be required to sign a Leave Agreement prior to commencement of leave for a duration greater than one month.

26.7 **General**

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

26.7.2 Time spent on sabbaticals or education leave shall count as service with the University in respect of salary adjustments.

26.7.3 Time spent on other leaves as specified in this article does not normally count as service with the University in respect of 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.

26.7.4 Prior to the granting of any leave, the University shall clarify and state in writing the effect on career considerations and benefits (such as salary adjustments, pension contributions, group benefits, eligibility for leaves, etc.).

26.8 **Election Leave**

26.8.1 Academic staff members who are, or become, eligible to vote in a First Nations election shall be granted one (1) day's leave with pay on the day of the election.

26.8.2 Academic staff members who are eligible to vote in a civic, provincial or federal election shall be granted four consecutive hours immediately prior to closing of the polls.

ARTICLE 27 – INTELLECTUAL PROPERTY

27.1 General

The University is committed both to the development of strong Indigenous academic research and researchers and to the protection of the heritage of Indigenous Peoples. Where considering questions about the rights of individual academic staff members regarding intellectual property, the University must take into account the following principles:

- 27.1.1 The effective protection of Indigenous Peoples heritage will be of long-term benefit to all.
- 27.1.2 Indigenous Peoples are the primary guardians and interpreters of their cultures, arts, and sciences, whether created in the past or developed by them in the future.
- 27.1.3 Indigenous Peoples' ownership and custody of their heritage is collective, permanent, and inalienable as prescribed by the customs, rules, and practices of each people.
- 27.1.4 To protect their heritage, Indigenous Peoples must exercise control over all research conducted within their territories, or which uses their people as objects of study.
- 27.1.5 The free and informed consent of the traditional owners should be an essential precondition of any agreements that may be made for recording, studying, using, or displaying any Indigenous Peoples heritage. The traditional owners must be determined in accordance with Indigenous Peoples' own customs, laws, and practices.

27.2 Copyrights and Patents

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

27.2.1 Copyright

The copyright to any works of art, printed materials, films, slides, videotapes or similar materials including lecture notes are vested solely in the academic staff member who created them or caused them to be created, except as stated hereinafter. The copyrights to materials such as manuals, slides, films and tapes produced at the direction of the University are vested in the University.

The University shall retain the right to internal use of unpublished course materials, audio and video tapes, films, slides and photographs, and computer programs that academic staff members have collectively developed at the direction of the University and in support of the University's academic programs. Upon initiation of the development of the materials, the University shall state, in writing, to members involved in developing the materials, its intention to exercise this right. Members who decline involvement in developing such materials shall not be penalized for this in the evaluation of performance of duties or in the performance review process.

27.2.2 **Patents**

The patent for any work or invention which is produced by an academic staff member, and which is unrelated to a member's discipline or employment at the University, is vested solely in the member, except when to do so violates the principles set forth in Article 27.1. The University waives, disclaims and abandons any interest in, or claim to, such works or inventions. When a member enters into ownership, partnership, contract or similar agreement with a corporation or organization for the purpose of commercial exploitation (licensing, patenting or marketing) of devices or procedures produced by the member and related to the member's discipline or employment at the University, the member must have written authorization from the University. Such authorization shall not be unreasonably withheld. If agreement between the member and the University respecting the University's participation in the proceeds cannot be reached within three months of the application by the member, an internal tribunal will be struck to resolve the dispute. The tribunal will consist of one member appointed by the University, one member appointed by the Faculty Association and a third member agreed upon by the other two. The tribunal will be charged with selecting one of the two final positions. The tribunal's decision shall be final and binding on both parties.

27.2.3 Where there may be any question concerning the ownership of a patent or copyright, the academic staff member has an obligation to clarify the matter with the University, before the project in question is undertaken.

ARTICLE 28 - FINANCIAL EXIGENCY

28.1 The parties agree that the process of long-range planning should obviate the possibility of a financial exigency occurring. The parties further agree that in the 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.

28.2 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.

28.3 28.3.1 The Faculty Association, through its representatives, shall be fully consulted by the University officers concerned and shall be provided with detailed financial and budgetary information together with such long-range projections as may be prepared by the University in the course of its long range forecasting and planning process.

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

28.3.1.1 reduce non-academic expenditure equitably to the extent feasible;

28.3.1.2 reduce academic non-salary expenditure to the extent feasible;

28.3.1.3 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;

28.3.1.4 offer early retirement to appropriate academic staff members under the terms of the pension plan;

28.3.1.5 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;

28.3.1.6 make no further appointments unless a position cannot be filled by an inside transfer and is necessary to maintain the proposed level of operation;

28.3.1.7 undertake other similar measures where possible, for example, job sharing, wage and benefits freezes, voluntary wage and benefits rollbacks.

- 28.3.2 The parties agree that decisions about financial exigency, both the determination whether an exigency exists and how to respond to it, shall be based to the greatest extent possible upon consensus in the spirit of traditional First Nations values - including communication, collaboration, consultation, sharing, and compromise - within a framework of tolerance, humility and mutual respect.
- 28.3.3 When the parties have agreed which of the above steps will be undertaken, they shall attempt to jointly determine whether a financial exigency continues to exist, its total amount, and the proportion to that amount which is to be borne by reduction in the number of academic staff members.
- 28.3.4 The University shall decide which of the above steps will be undertaken, and shall advise the Faculty Association its proposed course of action and whether such course shall have the effect of reducing or eliminating the financial exigency, and the time period within which this may occur. In arriving at its decision, the University shall fairly and equitably distribute the impact of the financial exigency depending upon whether cuts are made vertically or horizontally in the structure of the University. The Faculty Association may make recommendations to the University in terms of pursuing alternative courses of action, and the University shall, in good faith, receive said recommendations.
- 28.3.5 The Faculty Association shall be entitled to receive, in writing, information concerning the nature of the financial exigency, the deficiency created by the financial exigency in monetary terms, the extent to which the financial exigency will be borne by reduction in the number of academic staff members and the portion to be borne by each faculty, or similar academic unit.
- 28.3.6 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.
- 28.3.7 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 this Article.
- 28.4 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 shall be named by the Chair of the Faculty Association

and one member shall be named by the President of the University and they will jointly select a chair. If the President and the Faculty Association 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 28.6.

28.5 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.

28.6 The President shall, within 30 days, review the report and forward to Chair of the Faculty Association a written statement setting forth:

28.6.1 whether a financial exigency exists;

28.6.2 the total deficiency expressed in monetary terms;

28.6.3 the portion, expressed in monetary terms, which will be borne by reduction in the number of academic staff members;

28.6.4 the portion to be borne by each faculty or similar academic unit.

28.7 A deficiency, expressed in monetary terms, shall be allocated to each department and similar academic unit and the President shall notify the Faculty Association accordingly of the recommendation which is to be made to the Board. The President's notification shall include specific proposals for meeting the deficiency, including proposals about any appointments to be terminated, with the reasons clearly given for such proposals. Such reasons shall be consistent with the long range plans for the University and to the greatest extent possible with the collegial consensus about how to respond to the exigency. Such reasons shall not be merely financial nor based in a mechanical way upon juniority or seniority.

Individuals, units, departments have 30 days from the receipt of the President's notification to respond, before the decision to discontinue is finalized by the Board upon the recommendation of the President.

In the event of a financial exigency which will result in vertical or horizontal cuts, academic staff members shall be given the maximum amount of notice possible. Members on probationary appointments shall receive the balance of the current semester plus no less than 6 weeks for each year of service to a maximum of 9 months; members with permanent appointments shall receive the balance of the current semester plus 6 weeks for each year of service to a maximum of 12 months. Members who receive the minimum notice may choose to leave following

completion of current teaching obligations and be compensated in cash for the balance of the notice period, in recognition of the seriousness of the career disruption involved.

ARTICLE 29 - AMENDMENTS TO THE FEDERATION AGREEMENT, THE FIRST NATIONS UNIVERSITY OF CANADA ACT AND FEDERATION OF SASKATCHEWAN INDIAN EDUCATION ACT

- 29.1 The parties to this Agreement agree that when one party receives a formal request or proposal concerning an amendment to any one of the named Acts, that party will immediately inform the other party of the substance of the request or proposal.
- 29.2 The parties to this Agreement agree that if one of them proposes to submit a request concerning an amendment to any one of the named Acts, it will provide the other party with 30 days' notice of its intention and the substance of the proposed request.
- 29.3 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, or receives, concerning an amendment to the above named Acts, within seven days of making the submission.

ARTICLE 30 - STRIKES AND LOCKOUTS

- 30.1 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.
- 30.2 In the event of a lockout or strike involving other bargaining units at the University, academic staff members will not be required to assume any duties which do not fall within the appropriate section of Article 18.

ARTICLE 31 - DURATION AND CONTINUANCE OF THE AGREEMENT

- 31.1 This Collective Agreement shall be binding and remain in effect from July 1, 2015 to June 30, 2018.
- 31.2 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.
- 31.3 This Collective Agreement may be reopened at any time by mutual agreement. Any time during ninety 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.
- 31.4 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.
- 31.5 Monetary changes are effective on the dates noted. Wording changes are effective the 1st of the month following ratification by both parties unless otherwise noted.

APPENDIX A

1. THE ACADEMIC PERFORMANCE REVIEW COMMITTEE

- 1.1 The Academic Performance Review Committee, whose function is to formulate recommendations to the Vice-President (Academic) regarding career development, is to consist of four members of the academic staff elected by members of the academic staff. Academic staff members with permanent appointments at or above the rank of Assistant Professor are entitled to serve on the Committee. The Faculty Association shall be advised of the membership of the committee.
- 1.2 Academic Council and the Vice-President (Academic) shall constitute the Committee that calls for nominations and oversees the election.
- 1.3 Members of the Committee will sit for one or two years, with terms staggered to provide two newly elected members each year. Elections will be conducted to provide, in addition to the four principal members, an alternate member who may be called to serve when necessary.
- 1.4 The Committee will elect its own Chair, who may vote if votes are taken and who will also deal with the matter of an alternate Committee member as necessary. The normal procedure for the Committee will be consensus, although members should be free to record dissenting opinions.
- 1.5 Members of the Committee will respect the requirement for confidentiality in the Collective Agreement. Members of the Committee will respect the provision of Article 2 of the Collective Agreement.
- 1.6 The Committee will have access to the complete documentation pertaining to the individuals to be reviewed as set out in Article 19.
- 1.7 A Committee member shall neither sit nor vote when candidates for whom he or she prepared recommendations are considered or there is another conflict of interest in which case the Chair shall call upon the alternate member. If votes are taken, voting shall be by secret ballot.
- 1.8 A University Elder shall be invited to be present at every meeting of the Academic Performance Review Committee.
- 1.9 The Committee shall meet with candidates and Department Heads upon the request of these individuals. The Committee may invite candidates and Department Heads to meet with it.

- 1.10 Nothing in this Appendix shall be construed as requiring an academic staff member to appear before the Academic Performance Review Committee.
- 1.11 Nothing in this Appendix shall be construed as precluding an academic staff member from enlisting the aid of the Faculty Association or the Canadian Association of University Teachers.
- 1.12 In accordance with the provisions of article 19.2.1.3, prior to decisions being made by the Vice- President (Academic), the academic staff member shall see the recommendations and be provided with an opportunity to comment on the recommendations and discuss with the Vice-President (Academic).

APPENDIX B

First Nations University - January 1, 2016

	Floor	Increments			Normal Ceiling
Professor	123605	9	x	3287	153484
Associate Professor	100359	9	x	3064	128210
Assistant Professor	84625	8	x	2848	107637
Lecturer	68370	8	x	1961	84215
Librarian IV	103038	7	x	3064	124701
Librarian III	90126	7	x	2734	109456
Librarian II	76582	6	x	2405	91157
Librarian I	67470	6	x	1961	79354
Lab Instructor III	78415	7	x	2795	98176
Lab Instructor II	71834	6	x	2486	86899
Lab Instructor I	64276	6	x	2175	77457

First Nations University - January 1, 2017

	Floor	Increments			Normal Ceiling
Professor	124841	9	x	3287	155018
Associate Professor	101362	9	x	3064	129493
Assistant Professor	85471	8	x	2848	108713
Lecturer	69054	8	x	1961	85057
Librarian IV	104069	7	x	3064	125948
Librarian III	91028	7	x	2734	110550

Librarian II	77348	6	x	2405	92068
Librarian I	68145	6	x	1961	80147
Lab Instructor III	79200	7	x	2795	99158
Lab Instructor II	72553	6	x	2486	87768
Lab Instructor I	64919	6	x	2175	78231

First Nations University - January 1, 2018

	Floor		Increments	Normal Ceiling	
Professor	126089	9	x	3287	156569
Associate Professor	102376	9	x	3064	130787
Assistant Professor	86326	8	x	2848	109800
Lecturer	69744	8	x	1961	85908
Librarian IV	105109	7	x	3064	127207
Librarian III	91938	7	x	2734	111656
Librarian II	78122	6	x	2405	92989
Librarian I	68826	6	x	1961	80949
Lab Instructor III	79992	7	x	2795	100149
Lab Instructor II	73278	6	x	2486	88646
Lab Instructor I	65568	6	x	2175	79014

1. **Parity**

While recognizing the distinctive mission and identity of the FNUUniv, as well as the fact that the FNUUniv receives the greater portion of its public funding from the federal rather than the provincial government, the parties support the principle that academic staff members at the University should be fairly and equitably treated with regard to salary. To that end, this agreement moves the University's salary scales to parity with those of academic staff members at the University of Regina as of July 1, 2016. The parties agree to continue discussions about how the principle of parity may be addressed in the future, recognizing that the financial sustainability of the institution must be ensured. This process will consider parity within the contexts of achieving the strategic goals and objectives of the University, and salary and

compensation adjustments to the University of Regina/URFA Academic Staff Collective Agreement.

2. **Salary Scales - See Appendix B - Salary**

3. **Career Growth Increments**

Career Growth Increments (CGI's) are awarded annually, on July 1, by the University in accordance with Article 19.10.1

The parties agree that increments mentioned in Appendix B are to be paid subject to satisfactory performance and to the University's ability to pay. Failure to pay increments for financial reasons will be regarded as a financial exigency under Article 28. In addition to the procedures specified in Article 28, the Faculty Association shall have the right to review the University's audited financial statements to confirm, applying objective standards, the University's assertion that it is unable to pay increments. If increments are withheld, any adjustments to salary or compensation of any kind for the academic staff members shall be made on a basis, which is fair, equitable and consistent in approach. In no case shall any increase be provided to a person not covered by this agreement which exceeds the average increase provided to persons within this agreement.

4. **Salary ranges:**

January 1, 2016

First Nations University of Canada adopts the University of Regina salary scales and increments that are in effect as of July 1 2016.

At that time raise any Academic staff members currently below the floor to the new floor.

Increase the salary scales by 1%.

January 1, 2017

Increase salary scales by 1%.

January 1, 2018

Increase salary scales by 1%.

5. **Adjustment to Individual Salaries**

January 1, 2016 - Increase individual salaries by 1%.

January 1, 2017 - Increase individual salaries by 1%.

January 1, 2018 - Increase individual salaries by 1%.

Adjustments to individual salaries will not exceed the ceiling.

Contract expires June 30, 2018.

6. **Overload**

The overload stipend for faculty is equivalent to the rate for a three credit hour class for a Sessional Instructor I as indicated in the FNUniv/URFA Sessional Collective Bargaining Agreement.

7. **Accountable Professional Expense Account**

7.1 All academic staff members are eligible for \$1500 accountable professional expense account per fiscal year.

7.2 Academic staff members 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.

7.3 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.

7.4 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 amount of funds deposited annually into the account. In order to support sustainable budget planning, academic staff members who plan to submit claims against their APEA that exceed the annual allocation are required to indicate the intention to submit such claims at least one month in advance.

7.5 At the end of a fiscal year, excess funds remaining in an expense account may be transferred to the First Nations Conference Travel Funds with the agreement of the member.

8. **Conference Travel Funds**

8.1 The University shall provide to each department funds for the purpose of subsidizing the travel of academic staff members to conferences,

workshops, other similar professional meetings or for the purpose of travel related to research.

These funds shall be allocated by departments on a per capita basis based on the number of full-time academic staff members at the first day of each new budget year. Each department shall decide in committee how these funds shall be utilized and shall develop a policy regarding the allocation and disposition of the travel funds.

8.2 The University shall reimburse academic staff members travelling on University business based on the University rates as amended from time to time.

8.3 The University shall reimburse academic staff members travelling on University business based on the University rates as amended from time to time.

9. **Department Head Stipends**

9.1 January 1, 2017 - The stipend for a Department Head whose department has ten or fewer academic staff members shall be equivalent to the stipend for a three credit hour class for a Sessional Instructor I as indicated in the FNUniv/URFA Sessional Collective Bargaining Agreement. This stipend may be taken as salary or be used to support one course release per fiscal year. For Department Heads whose departments comprise more than ten full-time academic staff members, an appropriate stipend will be negotiated with the member and URFA at the time of appointment.

9.2 **Part-time department heads (i.e. reduced)**
Such stipends shall be pro-rated in the case of part-time department heads.

10. **Coordinator Stipend**

The coordinator shall receive a stipend set at one-half of the department head stipend.

APPENDIX C – GENERAL PROCEDURES FOR REVIEW BOARD

The purpose of these procedures is to outline an agreed upon process when a review board convened in accordance with Article 19.6 of the URFA/ First Nations University of Canada Collective Agreement.

1. An academic staff member can request, in writing to the Vice-President (Academic), that a review board (the Board) be formed to determine whether or not comments made in a performance review (whether by the initial reviewer or the performance review committee) be excised or amended. The Vice-President (Academic), may also refer the matter to the Board.
2. The University and the Faculty Association shall each name one academic staff member outside the Faculty or equivalent unit to the Board. The Chair shall be selected by mutual agreement between the Faculty Association and the University. A mutually agreed upon Elder may also attend the review meeting and give guidance to the Review Board as a neutral adviser.
3. The parties will be apprised by the University of the composition of the Board. Should either party express a conflict of interest with a member of the Board, an alternate member shall be chosen, consistent with point 2 above.
4. A representative from the Faculty Association and a representative from the University will meet to determine the material that will be provided to the Board. The material will include the following:

previous correspondence between the Vice-President (Academic), and the academic staff member's request regarding the comments to be reconsidered;

 - the letter from the academic staff member requesting that this matter proceed to the Board;
 - documentation that was available during the previous stage(s) of review.
5. Once the Board has been formed, and provided with the material that has been agreed to, there will be a pre-meeting with the Board, a representative from the University, and a representative from the Faculty Association. This meeting will be held to inform the Board of their responsibility under Article 19.6 and to determine if any member of the Board has a conflict of interest with either the academic staff member or the Vice-President (Academic),

The representatives from the University and the Faculty Association will respond, in consultation, to questions from the Board and then will leave the meeting. Neither representative will be present at any further meetings of the Board.

6. Neither the academic staff member, the Vice-President (Academic), nor the Faculty Association will attend any meetings of the Board.
7. The Board will review the comment(s), material provided and will determine if the comments in question should be excised, amended, or left as is. The decision of the Board will be conveyed to the University and the Faculty Association along with the rationale for their decision.
8. If the comments are to be excised or amended, the Vice President (Academic) will prepare a new document to be included in the remainder of the stages of the review process. Correspondence related to the removal of comments will not form part of the academic staff member's official file and will not be used during any further stages of review.
9. The decision of the Board is final.
10. The regular review process will be suspended until this stage is complete. Upon completion of this stage, the regular review process shall resume.

APPENDIX D
MEMORANDUM OF AGREEMENT REGARDING PENSION AND BENEFITS

The University and the Faculty Association agree to establish a joint committee to review the current pension and benefit plans.

The committee shall be established immediately following the signing of this memorandum of agreement. The committee's consideration of these issues will be provided to the parties so that negotiations on these issues can be dealt with at the next round of bargaining. The committee shall have two members appointed by the Faculty Association and two members appointed by the University. In addition, one member from each negotiating team will be appointed to the committee. The committee will include, in its consultations and consideration, the work of the First Nations University Pension & Benefits Committee.

APPENDIX E

MEMORANDUM OF AGREEMENT ON CRITERIA FOR PROMOTION FOR LIBRARIANS AND LABORATORY INSTRUCTORS

The University and the Faculty Association agree to engage in a consultation with specific members affected to develop criteria for promotion for the academic ranks Librarians I to IV and Laboratory Instructors I to III. The parties will commence this consultation within one month of the ratification of the Collective Bargaining Agreement.

IN WITNESS THEREOF that the parties have caused these presents to be executed:

The First Nations University of Canada, represented by:

S. Francis
Witness as to the signature on
behalf of First Nations University

S. Francis
Witness as to the signature on
behalf of First Nations University

[Signature]
Chairman of the Board
January 29/17
Date

[Signature]
President
January 30/17
Date

University of Regina Faculty Association, represented by:

[Signature]
Witness as to the signature on
behalf of the University of Regina
Faculty Association

Jane Pope
Witness as to the signature on
behalf of the University of Regina
Faculty Association

[Signature]
Chair
Feb 1 2017
Date

[Signature]
Chief Negotiator
Feb 13/17
Date