

**LUTHER COLLEGE**

**2014-2017**  
Collective Agreement

**UNIVERSITY OF REGINA  
FACULTY ASSOCIATION**

THIS AGREEMENT MADE IN DUPLICATE

BETWEEN

**LUTHER COLLEGE, REGINA**

A BODY CORPORATE,

HEREINAFTER REFERRED TO AS

**"THE COLLEGE"**

AND

**THE UNIVERSITY OF REGINA FACULTY ASSOCIATION**

HEREINAFTER REFERRED TO AS

**"THE FACULTY ASSOCIATION"**

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## **DEFINITIONS**

Throughout this agreement the term:

**Academic staff members or Members** are the faculty, librarians, laboratory instructors, instructors, and sessionals at Luther College in the bargaining unit to which the terms of this agreement apply.

**Academic unit** refers to an academic department, or other unit within the University of Regina or its federated colleges, in which academic staff members at Luther College are affiliated.

**The Faculty Association or Association** means the composite of all bargaining units that make up the University of Regina Faculty Association (URFA) as a single representative body. The Luther College Bargaining Unit is a part of the Faculty Association certified by the Saskatchewan Labour Relations Board on 19 January 1977.

**The College** refers to the management of Luther College. It does not include the University of Regina or the University's other federated or affiliated colleges.

**The President** refers to the President of Luther College.

**The Dean** refers to the Dean of Luther College.



## **ARTICLE 1- PREAMBLE**

- 1.1 The Board of Regents and the Faculty Association recognize that the major purposes of the College are to provide a facility for quality liberal education in a Christian context as expressed in the present goals of Luther College (see Appendix B), to provide students with an environment in which they may develop intellectually, emotionally, socially, morally and religiously, to promote the advancement and dissemination of knowledge, to serve the community and to encourage a climate of freedom, responsibility, and mutual respect in the pursuit of these goals. The parties to this agreement agree, in the furtherance of these aims, to promote harmonious relations and to attempt to settle peacefully and co-operatively any misunderstandings or disputes.

## **ARTICLE 2 - ACADEMIC FREEDOM AND RESPONSIBILITIES**

### **2.1 Academic Freedom**

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

2.1.2 As applied to academic duties described in Article 16 and elsewhere in the agreement, academic freedom provides that each academic staff member shall engage in teaching, scholarship/research and other related activities free from arbitrary interference. The College shall defend the academic freedom of members from interference from any source. The College shall not be held accountable for infringements of academic freedom originating beyond the control of the College including, but not limited to, legislation.

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

The academic staff member has the right to speak on issues beyond teaching and research through freedom of speech and the College shall recognize and respect that right. The academic staff member shall not suffer censorship or discipline by the College for exercising that right.

The College shall not be held accountable for nor be required to defend comments made by an academic staff member, whether such comments are made in the context of academic freedom or freedom of speech. The College also has the right to present its own position with respect to such comments.

### **2.2 Academic Responsibilities**

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

2.2.1.1 standards and procedures collegially agreed to;

2.2.1.2 academic requirements of the College and of the university community;

2.2.1.3 reputation of the College and the university community; and

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

Factors intrinsic to the process of academic research and scholarly

activity such as honest error, conflicting data, or differences in interpretation and/or assessment of data or experimental design or practice do not constitute a violation of the responsibilities in 2.2.1.1 to 2.2.1.4 above, and do not constitute professional misconduct.

2.2.2 Professional misconduct in scholarly activity (e.g. teaching and research) includes but is not limited to:

2.2.2.1 fabrication, falsification or plagiarism, or intentional misrepresentation of academic or professional qualifications;

2.2.2.2 failure to recognize the substantive contributions of others by due acknowledgement;

2.2.2.3 failure to obtain 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;

2.2.2.4 attribution of authorship to persons other than those who have participated sufficiently in the work;

2.2.2.5 submission for publication of articles originally published elsewhere, except where it is clearly indicated in the published work that the publication is intended to be a republication;

2.2.2.6 unauthorized and intentional diversion of research funds of the university, federal or provincial granting councils or other sponsors of research;

2.2.2.7 material failure to comply with relevant federal or provincial statutes or regulations for the protection of researchers, human subjects, the health and safety of the public, or for the welfare of laboratory animals;

2.2.2.8 material failure to meet other relevant legal requirements that relate to the conduct or reporting of research and scholarly activity;

2.2.2.9 failure to reveal material conflict of interest to sponsors or to those who commission work, or when asked to undertake reviews of research grant applications or manuscripts for publication, or to test products for sale or for distribution to the public; and

2.2.2.10 failure by those involved in a research project to reveal to the employer any material financial interest in a company that contracts with the employer to undertake research, particularly research involving the company's products or those of its direct competitors, or to provide research-related materials or services. Material financial interest includes ownership, substantial stock holding, significant honoraria or consulting fees, but does not include routine stockholding in a large publicly traded company.

### ARTICLE 3 –HARASSMENT AND DISCRIMINATION PREVENTION

- 3.1 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 pension and benefits provisions), and *The Occupational Health and Safety Act, 1993 (Saskatchewan)*.

*The Occupational Health and Safety Act, 1993 (Saskatchewan)* defines harassment as:

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

(i) *that either:*

(A) *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; or*

(B) *subject to subsections (3) and (4), 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.*

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, disability, age, colour, ancestry, nationality, place of origin, race or perceived race, receipt of public assistance, and gender identity.

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, nor with respect to any academic staff member who, in a professionally responsible manner, expresses disagreement with the policies and procedures of the College. If there is dispute about whether a member has behaved in a professionally responsible manner, the issue shall be subject to the grievance/arbitration process.

*The Saskatchewan Human Rights Code* mandates accommodations for persons with disabilities. 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.

3.2 The parties recognize the value of diversity in the College community and are committed to ensuring equal opportunities for all employees. The College shall develop and maintain employment policies, practices, and systems that have a favourable effect on the hiring, retention, and promotion of members of designated groups, which are Aboriginal peoples, persons with disabilities, sexual minorities and gender variants, visible minorities, and women.

3.3 The College, in consultation in committee, shall:

- set goals for hiring, training, and promoting designated groups, and implement action for achieving these goals;
- set a timetable for achieving employment equity goals, including appropriate representation of designated groups.

The Faculty Association shall be provided data tracking progress on the above annually.

3.4 When recruiting academic staff members, the College shall:

- ensure that all advertisements reflect the College's commitment to employment equity and encourage self-identification as a member of a designated group or groups;
- ensure whenever possible that search committees have appropriate representation by gender and from designated groups, and a committee member from the relevant University of Regina department present during the deliberations;
- ensure all search committee members are apprised of their responsibility for employment equity.

3.5 The College shall undertake appropriate steps to redress historic imbalances in representation of designated groups. The parties agree that appropriate steps include but are not limited to advertising and making appointments, and will not be deemed a violation of this Article.

3.6 Further, the parties agree there shall be no harassment and/or discrimination with respect to any academic staff member by reason of family relationship. The parties agree that no member of the academic staff or officers of the College shall take part in formal discussions regarding the application of the terms and conditions of employment of a member of their family. In addition, a member may not employ any immediate family

member in any capacity on a University- or College-administered research grant that the member holds, except if within the terms of reference of the grant and with the approval of the member's Dean.

- 3.7 When an academic staff member faces harassment or discrimination, the member may seek redress through the Harassment and Discrimination Prevention Policy of the College, the grievance/arbitration procedures of Article 21, or any other recourse allowed by law.

The parties agree that harassment and/or discrimination as defined in the Harassment and Discrimination Prevention Policy of the College may be the occasion of discipline. An academic staff member who is disciplined may grieve any discipline imposed.

The College shall regularly update the Harassment and Discrimination Prevention Policy and Procedures to conform to policy changes made by the University of Regina. When the policy and procedures are being updated, the Faculty Association will be notified and shall have representation on the appropriate advisory committee.

## **ARTICLE 4 - RECOGNITION**

### **4.1 Scope**

The College 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 nineteenth day of January A.D. 1977, as may be amended from time to time by the said Board by mutual agreement of the parties to this agreement.

### **4.2 Contracting Out**

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

The College shall not enter into a contract for such teaching services with either a person or a corporation where the individual who provides these teaching services is otherwise employed by the College.

The College agrees that normally it shall not contract out more than sixty credit hours during an academic year. The College may contract out beyond sixty credit hours only with the written approval of the Faculty Association. Such approval shall not be withheld unreasonably.

The College shall inform the Faculty Association of all such contracting out arrangements at least one week prior to the first day of classes of the semester when the teaching is to take place, or in unusual circumstances, as soon as reasonably possible, including the reason for the delay in reporting.

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

Any individual who enters into a contract with the College under this article is not a member of the Faculty Association.

### **4.3 Secondment**

4.3.1 The College may arrange for the secondment of an employee from another



place of employment, with the approval of the Faculty Association. Such approval shall not be withheld unreasonably.

- 4.3.2 The College may arrange for the secondment of the services of an academic staff member, with that member's consent, to another employer. The terms of the secondment shall be made known to the member concerned prior to seeking such consent. The Faculty Association and Dean of the College shall be provided with a copy of the secondment agreement.

## ARTICLE 5 - ACADEMIC PLANNING

- 5.1 The College and the Faculty Association recognize the importance of the College engaging in a planning process to permit the College to fulfil its obligations. Such planning shall be undertaken in the spirit of collegiality and with open communication.
  - 5.1.1 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 the provisions of this collective agreement.
- 5.2 Within the context of the planning process, recommendations and decisions regarding the academic offerings of the College shall be made by the bodies of the College charged under appropriate legislation, constitution and bylaws with these responsibilities and with due consideration of the Academic Affairs Committee.
  - 5.2.1 Tenured, tenure-track, and term academic staff members have the right to participate in the collegial governance and the academic planning of the institution.
- 5.3 When instituting, developing, reducing, or eliminating programs, the College recognizes the need to institute these changes in accordance with its responsibility to society and in a way that will minimize the disruption to the careers of academic staff members.
- 5.4 The College and the Faculty Association recognize that the quality of instruction depends significantly upon the maintenance and development of full-time academic staff to teach the credit courses. The College is committed to maintaining the quality of instruction and shall work toward decreasing the proportion of Sessional Lecturers (who instruct with an annual course load equal to or greater than a full-time Instructor) to full-time appointments.
- 5.5 When implementing a significant planning initiative, service, or program, the Dean shall give due consideration to the appropriate staffing complement and the workload associated with its implementation, such that the latter does not exceed a normal workload.
- 5.6 Any policies and procedures developed by the College shall be fair, transparent, and consistent with the terms of the collective agreement. The revision and development of policies that may have an impact on academic staff shall be discussed through consultation in committee. Once a policy or procedure that impacts on the terms and conditions of employment for academic staff has been approved, a copy shall be provided to the Faculty Association.

5.7 It is understood that the number of Instructor positions at the College shall not exceed two full-time-equivalent positions, in areas to be determined through consultation in committee. All applicants who have been previously-employed as Sessional Lecturers at Luther College, and who meet the qualifications in Article 13.5, shall be interviewed and considered for these positions.

5.8 Whenever an academic staff member holding a tenure-track, tenured or multi-year term appointment is absent from the College and it is known that the member will not be returning within the next year, the College shall endeavour to make a term appointment to cover the member's teaching duties. Though all candidates will be considered, sessional lecturers holding preference in accordance with Article 13.7 will receive first consideration for these replacement appointments.

5.9 **Retraining**

The College may offer tenured or tenure-track academic staff members leave of absence with full pay and benefits for up to eighteen months to train for another academic discipline. The College and the member shall develop the program in consultation with one another, and the College shall give consideration to full or partial payment of tuition, travel and associated expenses. Before the leave of absence commences, the College shall provide the member with a written statement of the terms upon which the leave is being granted. During the leave the member shall remain a member of the College's academic staff with no loss of rank, salary, rights, seniority or benefits. After the completion of the retraining the member may be placed in another academic position, with no loss of salary, rank, rights, seniority or benefits.

5.10 **Transfer and Reassignment**

An academic staff member may, by mutual agreement between the member and the College, be assigned to a new academic unit (Article 13.9) within the member's field of competence, or to a different geographic location, with no reduction in rank, salary, rights, seniority, and benefits. If the College no longer requires performance of the work associated with the member's duties outlined in Article 16, the College may temporarily assign other duties to the member. These duties shall be within the member's competence and shall lead to no reduction in rank, salary, rights, seniority, or benefits for the member.

Offers to transfer, whether made by the College or the academic staff member, shall not be refused unreasonably. The Faculty Association shall be present at all ensuing discussions between the College and the member relating to terms and conditions of the transfer. Any final agreement shall be placed in writing and provided to the member, with a copy to the Faculty Association, before the transfer or reassignment becomes effective.

5.11 **Consultation in Committee**

Consultation in committee normally takes place within the context of regular and special meetings of the Academic Affairs Committee of the College. The Faculty Association shall be provided with the Academic Affairs Committee agenda package when distributed to academic staff.

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; agendas circulated a day or more in advance and minutes kept; secret ballots as needed, such as for elections; and a reasonable effort to consult those academic staff members who are absent from campus.

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

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

## **ARTICLE 6 - FACULTY ASSOCIATION - COLLEGE RELATIONS COMMITTEE**

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

6.1.1 **Purpose**

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

6.1.2 **Membership**

The President shall designate two members, and the Faculty Association shall designate two members.

6.1.3 **Meetings**

Meetings of the Committee will be scheduled at mutually agreeable times, at the call of either the College or the Faculty Association. Time allotted for the meeting will be at least two hours unless otherwise mutually agreed.

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

When a meeting is held, each party shall notify the other of agenda items.

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

## **ARTICLE 7 - MEMBERSHIP AND DUES CHECKOFF**

### **7.1 Union Security**

7.1.1 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.

7.1.2 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.

7.1.3 Notwithstanding paragraphs 7.1.1 and 7.1.2, 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.

7.2 All academic staff members of the bargaining unit shall remit to the Faculty Association all periodic dues required by the Faculty Association. In letters of appointment, the College shall inform each new academic staff member of the bargaining unit of these membership and dues provisions and advise them that union dues shall be deducted from their salary as a condition of employment.

Academic staff members who move to a position out-of-scope of the bargaining unit will cease to pay dues and will no longer be represented by the Faculty Association except as it pertains to their in-scope position. These individuals shall resume paying dues upon return to their in-scope appointment.

7.3 Prior to appointment, the College shall provide each candidate who has been short-listed for an academic staff position information on how the Faculty Association can be contacted.

7.4 The College shall deduct from the salary of each academic staff member of the bargaining unit membership fees and assessments as directed by the Faculty Association, provided each member who wishes this method of payment has submitted a written authorization for such deduction to the Business Office.

7.5 The College shall transfer monthly, prior to the tenth day of the following month to the Faculty Association the amounts so deducted together with a listing of names of those from whom deductions have been made and the amount of such deductions.

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

- 8.1 An academic staff member who is appointed to a position excluded from the Faculty Association shall cease membership and discontinue paying dues for the duration of the appointment, provided the appointment is for more than thirty-one calendar days. At the termination of the appointment to an excluded position, the 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.
- 8.2 Members of the academic staff excluded from the bargaining unit solely by virtue of their membership on the Board of Regents shall not be treated differently from members of the bargaining unit with respect to terms and conditions of employment by reason of their membership on the Board of Regents.

## **ARTICLE 9 - ASSOCIATION ACTIVITY AND USE OF COLLEGE PREMISES**

9.1 The College agrees that Faculty Association members may use assigned office space, local telephone service, and internet access, e-mail, and have the use of the internal University mail delivery service to conduct Faculty Association business, at any time and at no charge.

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

9.2 Subject to the availability policy of the College, the College agrees the Faculty Association may use the College's long-distance telephone service, FAX service, printing services, computing facilities and audio-visual equipment at College rates.

9.3 Subject to availability, the College agrees the Faculty Association may use the College's meeting rooms at no charge.

9.4 The College agrees the Faculty Association may, both electronically and manually, post notices and other similar information concerning the Association which may be of interest to its members in accordance with College policy.

9.5 The College agrees that the Faculty Association officers, negotiators, and members acting on behalf of the Faculty Association may use time during regular College office hours for the purpose of preparing for and conducting negotiations, and conducting Faculty Association business such as members representing the Faculty Association to attend conferences, meetings and workshops, on and off-campus. Since the duties of the academic staff are to be continued, prior notification of absences is required.

9.6 The Faculty Association will advise Human Resources by May 1 of each year who the elected officers of the Association are for the upcoming year. The Chair of the Faculty Association and the Chair of the Grievance Committee shall not be obliged to teach more than six credit hours during a given academic year. In the case of a member whose normal duties do not include teaching, equivalent relief shall be provided.



Annually, the Faculty Association shall submit a written request to the President indicating the number of stipends required and the President shall ensure that the relief here stipulated is provided.

During the period in which the Collective Agreement is open for negotiation, the Chief Negotiator for the Faculty Association may receive one half of an overload stipend, in accordance with Appendix A, upon a request being made to the President of the College by the Faculty Association. If the request is reasonably justified the College's consent shall not be withheld.

- 9.7 In instances where teaching relief for the above positions is impractical, the College, the academic staff member, and the Faculty Association will meet to discuss alternatives.

Relief shall only be provided for individuals holding the above positions who are employees of Luther College.

- 9.8 A member's service to the Faculty Association shall be considered service to the College in evaluation of performance. However, a negative evaluation in this context shall not be deemed a violation of Article 3 of this agreement.

- 9.9 The College shall recognize the commitments of academic staff members to attend Faculty Association Executive Committee, Internal Management Committee and Grievance Committee meetings as Tier II constraints in the central timetabling system.

- 9.10 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 Luther College premises to consult with members, Faculty Association officials or the College.

## **ARTICLE 10 - INFORMATION**

### **10.1 Information Concerning Employees**

By July 31 of each year, the College shall make available to the Faculty Association, the following information:

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

- name
- date of appointment
- rank when appointed to current appointment
- year of first degree
- name of highest degree
- year of highest degree
- date of normal retirement
- salary rate
- gender
- department (if applicable)
- faculty
- rank (if applicable)
- whether full-time, part-time, or reduced appointment (if applicable)
- whether term, tenure-track, or with tenure (if applicable)
- whether on leave for four months or more, and type of leave
- market supplement payments

10.1.2 a list of all sessional lecturers holding preference in accordance with Article 13.7

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

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

10.1.5 a list of all employees receiving administrative stipends

10.2 The College shall collect data each semester on the number of Sessional Lecturers teaching credit courses taught at the College and provide these data each semester to the Faculty Association.

The College shall meet annually with Faculty Association representatives to discuss the information with a view to identifying any anomalies. The College undertakes to deal effectively with these anomalies within one calendar year.

10.3 The College shall supply to the Faculty Association on July 31 each year an aggregate employment equity report with the number of members of each designated equity group and statistical data regarding their proportions in regard to each other and the entire membership.

10.4 Every month thereafter the College shall provide the Faculty Association a written update to the material for the previous month, indicating any additions, deletions, and other changes, and the reasons (termination, resignation, leave, etc.) for such changes.

10.5 **Information for Collective Bargaining and Contract Administration**

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

10.6 **Correspondence**

All written correspondence between the Faculty Association and the College shall be copied to the President of the College and the Executive Director of the Faculty Association. In the case of electronic communications, all correspondence shall be copied (cc) to the President and [urfa@uregina.ca](mailto:urfa@uregina.ca).

10.7 **Official File**

There shall be only one official file for each academic staff member and it shall be located in the office of the Dean.

The file shall contain only material pertinent to the academic staff member's employment with the College in an academic staff position. It shall not contain any anonymous material except for student course/instructor evaluations, as indicated in Article 17.18. Each entry will be officially date stamped as of the day it is placed in the official file. The College is responsible for assuring that the file in the office of the Dean has all of the relevant data.

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

The official file may be examined by the academic staff member or by another member

upon the written authorization of the member, at any time during regular office hours, in company with a person appointed by the Dean. The member may choose to be accompanied by a representative from the Faculty Association.

Academic staff members, upon request to the Dean, and at their own expense, may obtain copies of 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 three years, provided there has been no documented disciplinary action of any kind in the interim. Notwithstanding the above, upon written request by a member to the Dean and with the concurrence of the Dean, such material may be removed before the three-year period expires.

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

## **ARTICLE 11 – WORKING ENVIRONMENT**

- 11.1 Academic staff members shall not be put under surveillance without being notified, except when a temporary camera installation is required specifically to capture inappropriate and/or unlawful behaviour arising from a history of such behaviour at that site, or situations of danger and threats to the College community. This includes non-electronic surveillance, electronic eavesdropping or video cameras, and any kind of computer surveillance or other devices.

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

The parties to this Agreement 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 in accordance with College policy.

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 College has to use material contained in the official file, including communications to, from and concerning members.

The College 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.

- 11.2 So that academic staff members can effectively carry out their duties, the College shall maintain or arrange for facilities and a reasonable level of services appropriate to the institution's teaching, research, and related professional activities. Such facilities and services include, but are not limited to:

- library resources;
- office facilities, including computers, office software, access to the Internet and e-mail, and technical support;
- printing and photocopying services;
- teaching and research assistance (where appropriate);
- laboratory space and equipment (where appropriate);
- telephone services, including voice mail (or other messaging service);

- office supplies.

The College has a marking policy to support academic staff.

The College will make every reasonable effort to provide full-time and part-time academic staff members with fully-enclosed private offices. Sessionals teaching on-campus courses may be assigned appropriate shared office space.

Non-routine requests related to the above shall be made to the Dean. The Dean shall reasonably attempt to accommodate such requests.

- 11.3 The College acknowledges its responsibilities under health and safety legislation. It is understood that unforeseen circumstances may adversely affect the physical environment within the College. The College will undertake measures to deal with such circumstances as soon as practical.
- 11.4 The College shall arrange for the provision of ergonomic information, education and assessments. Requested ergonomic assessments will be conducted by the University's occupational health and safety office. Academic staff members shall be provided ergonomically appropriate office furniture if required as a result of the assessment. Members with medical disabilities shall be given first priority. The College has established a budget for these purposes.
- 11.5 **Reassignment of Office or Laboratory Space**  
All office and lab space is the property of Luther College. When reassignment of space is necessary, the Dean will first discuss the situation with the academic staff members affected. Should a member object to a reassignment of office or laboratory space, the Dean shall meet with the member, and the Faculty Association, to address the situation.

## **ARTICLE 12 - APPOINTMENTS**

- 12.1 All academic staff appointments shall be made by the College after consideration of recommendations presented by the Dean. Such recommendations shall be made only after consultation in committee with the academic staff as a whole, or other procedures as determined by the consultation in committee provided for in Article 5.11. If the College rejects a recommendation, the academic staff members shall be informed of the reasons for the College's decision.
- 12.2 The Dean shall ensure that appropriate procedures are established and followed to enable academic staff members to participate appropriately in the process of recruitment. To this end, the members shall participate in the appointment process through established procedures.

When establishing the procedures noted above, the Dean shall consult with the academic staff members in committee. Appointment procedures shall be reviewed from time to time by the Dean and the members in committee. The Dean will maintain copies of these procedures. The College's employment equity principles shall be appended to such procedures.

Such a review is to be initiated either at the request of the Dean or the academic staff members, as ascertained by a motion to that effect passed at a meeting of the members. Members of the College and the Faculty Association shall be informed in writing of the new appointment procedures before they are implemented.

The College shall have formal written procedures for making recommendations for, and appointments of sessionals. These procedures shall at a minimum stipulate what role the unit will assign to experience. These procedures will be reviewed and updated every third year following consultation in committee. A copy of the procedures shall be provided to the Faculty Association and, upon request, to anyone applying for a sessional position in the College. All advertisements for sessional appointments shall indicate that a written copy of the appointment procedures is available upon request.

- 12.3 Except in unusual circumstances, the College shall advertise all academic staff positions through the College's web-site. Such advertisements shall adhere to the College's employment equity policy with respect to advertising. If circumstances preclude an advertisement from being posted in the normal way, the Faculty Association shall be informed in a timely manner.

For sessional credit courses, these web advertisements shall be posted at least three months before the beginning of the semester to which they apply. All web advertisements shall be posted on the first business day of the month; the closing date for

receipt of applications shall be the last business day of that same month. The posting shall include the course number, title and day and time of the course where these are known.

If circumstances preclude an advertisement for sessional courses from being posted in the normal way, the Faculty Association shall be informed in a timely manner and these web advertisements shall be posted in a manner agreed to between the College and the Faculty Association. The College shall provide notification of such postings by e-mail to academic staff members who have been given prior Sessional appointments in the academic unit at the College.

Normally, all sessional appointments shall be made at least forty-five days prior to the start of the semester. If circumstances preclude an advertisement from being made in the normal way the Faculty Association shall be informed in a timely manner.

Applications for sessional lecturer positions shall include a curriculum vitae and a teaching dossier. This shall be kept on file for up to three years. These academic staff members may then make a written application to the relevant academic unit for upcoming teaching positions without including the entire file. Sessional Lecturers may also provide updated information to the file at any time.

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

12.4 Any written recommendations and statements by academic staff members with respect to the proposed academic appointment shall be appended to the recommendation(s) forwarded by the Dean to the President and shall be destroyed once a decision has been made.

12.5 **Appointment Offer and Acceptance**

Each academic staff member appointed by the College shall be sent an appointment letter setting forth the conditions of the appointment. The appointment letter shall indicate the URL (uniform resource locator) for the Faculty Association website, specify the conditions by which the member shall become eligible for benefits, and describe the benefits that are available.

Sessional Lecturers appointment letters shall include responsibilities for grading. The College will assist Sessional Lecturers as much as possible in helping them to access any materials from students required for evaluation needed for an incomplete (IN) or deferred exam (DE), and to submit revised final grades. In providing this assistance, the College will work with the Sessional Lecturer to accommodate the Sessional Lecturer's post semester schedule and commitments. An inability to fulfil the commitment due to



exceptional circumstances shall not be deemed unsatisfactory performance. Special consideration will be given by the College to the Sessional Lecturer where a deferral has been granted beyond the one semester deferral period.

Any appointment shall not be deemed to have been accepted unless the academic staff member accepts in writing within the time limit specified in the appointment letter.

A copy of the appointment letter shall be forwarded to the Faculty Association immediately once the College receives notice that an appointment has been accepted. The Faculty Association shall also be notified of any subsequent changes to the terms of employment. Such notice shall be given in a timely manner and before the new terms of employment have been implemented.

12.6 Academic staff members shall be granted library privileges and an email account when their appointment letter is issued and shall retain these services for at least four months after their employment ends, consistent with University of Regina policy and any applicable service agreements between the College and the University of Regina. For members whose appointments have not yet commenced or have already ended the timing and extent of library privileges may be constrained by legal agreement between the College Library and its service providers.

12.7 Letters of appointment for all sessionals shall indicate the conditions for compensation of the academic staff member should the course in question be cancelled.

For courses offered through the Centre for Continuing Education, sessionals shall be compensated if the course is cancelled less than fifteen days prior to the start of the semester. Compensation shall consist of one-third of the stipend indicated in the original letter of appointment.

For all other courses offered by the College, sessionals shall be compensated if the course is cancelled less than one month prior to the start of the semester. Compensation shall consist of one-quarter of the stipend indicated in the original letter of appointment.

If the credit course is cancelled after the start of the semester, the sessional shall receive one-quarter of the stipend plus the proportion of the stipend corresponding to the proportion of classroom contact hours completed. Where no classroom contact hours are stipulated the College shall consult with the Faculty Association to determine appropriate compensation.

## **ARTICLE 13 - APPOINTMENT CATEGORIES**

### **13.1 Faculty**

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

Professor  
Associate Professor  
Assistant Professor  
Lecturer

### **13.2 Librarians**

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

Librarian IV  
Librarian III  
Librarian II  
Librarian I

Throughout the Collective Agreement, the position of “Archivist” is included in the general title of “Librarian”.

### **13.3 Laboratory Instructors**

Every appointment of a Laboratory Instructor is made at one of the following ranks:

Laboratory Instructor III  
Laboratory Instructor II  
Laboratory Instructor I

13.4 Any of the titles outlined in 13.1, 13.2, and 13.3 may be prefixed by the term "Visiting".

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

### **13.5 Instructor**

Every appointment of an Instructor shall be one of the following ranks:

Instructor III  
Instructor II  
Instructor I

The rank of appointment shall be determined as follows:

**Instructor I:** the academic staff member possesses a Bachelor's degree or equivalent relevant professional experience.

**Instructor II:** the academic staff member possesses a Master's degree and has relevant teaching experience, or possesses a four-year Bachelor's degree or equivalent and has four years of relevant teaching experience prior to appointment at this rank.

**Instructor III:** the academic staff member possesses a Ph.D. or equivalent, and has some relevant experience, or possesses a Master's degree and five years of relevant teaching experience prior to appointment at this rank.

For the purposes of determining the member's rank upon initial appointment, the Dean, after consulting with the appropriate University of Regina department head or equivalent, shall assess the member's professional experience, credentials, and teaching experience.

### 13.6 **Sessional Lecturers**

Every appointment of a Sessional Lecturer shall be to one of the following ranks:

Sessional Lecturer III

Sessional Lecturer II

Sessional Lecturer I

The rank of appointment shall be determined as follows:

**Sessional Lecturer I:** the academic staff member possesses a Bachelor's degree or equivalent relevant professional experience.

**Sessional Lecturer II:** the academic staff member possesses a Master's degree, or possesses a four-year Bachelor's degree or equivalent and has taught twelve three credit hour courses or equivalent.

**Sessional Lecturer III:** the academic staff member possesses a Ph.D. or equivalent, or possesses a Master's degree and has taught fifteen three credit hour courses or equivalent.

For the purposes of determining the member's rank upon initial appointment, the Dean, after consulting with the appropriate University of Regina department head or equivalent, shall assess the member's professional experience, credentials, and teaching experience.

Academic staff members, in the faculty ranks, who retire from Luther College, the

University of Regina, or any of its other federated colleges, and who later agree to teach on a sessional basis shall be classified at the Sessional Lecturer III level. A Sessional Lecturer who obtains the necessary qualifications for appointment to a higher rank, shall be appointed at the appropriate rank at the appointment subsequent to gaining the qualifications.

### 13.7 **Preference**

- 13.7.1 In recognition of experience and demonstrated success, the College shall give preference in sessional contracts to individuals who have been academic staff members at Luther College for at least three semesters in the past three years. This provision shall apply unless a member has been informed in writing by the Dean that their performance, in accordance with Article 16 has been unsatisfactory. The sessional lecturer must be qualified to teach the course(s) in question.
- 13.7.2 In applying for courses, sessional lecturers may claim preference for a maximum of three per semester. If a course assigned on the basis of preference is cancelled, the member may claim preference for another course that has not already been assigned. In the event that no such course is available for the member to claim on the basis of preference, and the member has no other current appointment, then the member's preferential status shall be extended for an additional four months.
- 13.7.3 Sessionals shall maintain their preferential status for a period of up to two years from the time of their last sessional appointment at the College.
- 13.7.4 When more than one applicant for a sessional posting holds preferential status, the contract shall be offered to the candidate who is most qualified for the position. In cases where two or more candidates are equally qualified, a decision will be guided by the formal written procedures established in Article 12.2 and equity principles in Article 3. If formal written procedures are not established, the applicant who has taught that particular or an equivalent course the greatest number of times shall be offered the appointment.
- 13.7.5 If an Instructor position becomes available at the College, a sessional who meets the qualifications defined in the job description and who has taught twenty-five courses or more within five consecutive years at Luther College will be placed on the short-list for the position should they apply.
- 13.7.6 The Dean shall maintain and distribute in July to the Faculty Association the sessional preferences listed as described in Article 10.1.2.

- 13.7.7 The Dean, in conjunction with the Faculty Association, shall annually inform sessional lecturers with preference at Luther College of these preference provisions and their application according to Articles 12.2 and 13.7 as it applies to the individual sessional lecturer.
- 13.8 An academic staff member with an appointment in the laboratory instructor or librarian ranks who is appointed by the College to teach one or more courses shall be appointed as a Sessional Lecturer. The level of appointment shall be in accordance with the qualifications outlined in Article 13.6.
- 13.9 **Academic Unit Assignment**  
Ranks shall be assigned within departments. Such assignments shall not determine the assigned duties of an academic staff member. Interdisciplinary appointments may be made but shall indicate the primary academic unit to which a member is affiliated. This will determine the unit to which the member belongs for actions pursuant to Article 25. With the prior written concurrence of the member, duties may be assigned outside of the academic unit to which the individual member is affiliated. Any assignments that cross academic units shall be stated in writing, with a copy to the Faculty Association, before they are to take effect.
- 13.10 All academic staff members shall be compensated in accordance with Appendix A.

## **ARTICLE 14 - NATURE OF APPOINTMENTS**

The parties agree that a full-time academic staff benefits the College's students and enhances the College's academic reputation. As finances permit, the College shall plan its employment practices in accordance with this view.

14.1 The College shall appoint academic staff members in one of the following categories:

14.1.1 **Full-Time**

A full-time appointment is one in which the academic staff member is employed by the College on a full-time, year-round basis.

14.1.2 **Reduced**

A reduced appointment is one in which the academic staff member works on a year-round basis at less than full-time, for some part of each year at full-time, or for some part of each year at less than full-time.

14.2 **Conditions Governing Reduced Appointments**

14.2.1 No full-time academic staff member shall be required to accept an appointment that is not full-time.

14.2.2 An academic staff member holding an appointment with tenure may request a transfer to a reduced appointment with tenure. Such transfers shall not be withheld unreasonably.

14.2.3 Any academic staff member with a reduced appointment who accepts an assignment of duties beyond those stipulated in the letter granting the reduced appointment shall receive pro-rated pay and benefits for this work. The Faculty Association shall be notified in a timely manner of any such change in duties. Members on reduced appointments who apply to teach a course above and beyond their normal duties and that is administered by an academic unit other than that to which the member is appointed or with which the member has an established interdisciplinary relationship, shall be compensated in accordance with Appendix A, Payment for Courses Outside Normal Duties.

14.2.4 An academic staff member with a reduced appointment who has that appointment increased for five years shall have that appointment permanently increased in the sixth year unless it can be demonstrated by the College the need no longer exists.

14.3 The College shall assign all appointments to one of the following types:

14.3.1 **Sessional**

A sessional appointment is one in which the academic staff member is hired to teach one or more courses in a particular semester.

14.3.2 **Term**

A term appointment has a terminal date, normally one to five years from the appointment date. There is no obligation on the part of the College to offer a term appointee employment after the terminal date, nor does a term appointee have any obligation to accept employment after the terminal date, should the College offer it.

14.3.3 **Tenure-Track**

A tenure-track appointment is normally for a period of two years when an academic staff member is first appointed and may thereafter be renewed annually. Tenure-track appointments shall be renewed when duties have been performed in a satisfactory manner and it is deemed that the member should be given a further opportunity to progress toward an appointment with tenure.

14.3.3.1 The period during which an academic staff member holds a tenure-track appointment is referred to as the probationary period.

14.3.4 **With Tenure**

An appointment with tenure (also referred to as “a tenured appointment” or simply “tenure”) shall be granted when the academic staff member has met the relevant performance standards and shows promise of future contributions that will enhance the College’s academic reputation. Normally the member’s eligibility for an appointment with tenure shall be determined during a prior probationary period at the College. An appointment with tenure shall continue indefinitely subject only to Articles 19 (Retirement and Termination of Employment), or 25 (Financial Exigency).

14.4 **Conditions Governing Appointment Types**

14.4.1 **Sessional**

14.4.1.1 The College shall work to avoid an imbalance of appointments that are of the sessional type.

14.4.2 **Term**

14.4.2.1 The terminal date of term appointments shall be stipulated in the letter of appointment.

14.4.2.2 Should the College wish to extend or renew a term appointment it shall send the academic staff member notice of its intention at least

six weeks before the term appointment expires. The member is not obliged to accept such an offer of extension or renewal.

14.4.2.3 Term appointments other than a visiting appointment shall normally be for twelve months. Term appointments may be made for less than twelve months in unusual circumstances such as:

- when unforeseen circumstances prevent or delay a position from being filled before the beginning of the academic year;
- when an academic staff member is granted leave for a period of less than twelve months;
- when necessitated by planning decisions arising under Article 5;
- when the candidate's availability limits the appointment.

14.4.2.4 Appointments shall be made at the academic category and rank appropriate to the academic staff member's qualifications.

14.4.2.5 No academic staff member shall hold a term appointment, or a series of term appointments for more than five consecutive years. An appointment in the sixth consecutive academic year shall be an appointment with tenure. Members shall be deemed to have held a term appointment in a given academic year if they held a term appointment of four consecutive months or longer during that year.

In situations where the position is supported by a funding source from outside the College, renewal of a term appointment beyond the fifth year shall be by mutual agreement of the College and the Association. The College shall specify the applicable funding source.

14.4.2.6 Should an academic staff member subsequently receive a tenure-track appointment at the College time spent in a term appointment shall count towards the fulfilment of the probationary period. This condition may be waived if, in the judgment of the College and with the agreement of the member, the duties of the term appointment were significantly different from those of the tenure-track appointment.

14.4.2.7 Academic staff members reappointed to term positions in the same subject areas and members with multi-year contracts shall receive any applicable scale increase and be eligible (subject to performance



review) for increments.

14.4.2.8 The conditions outlined in this article (14.4.2) may be waived with the prior agreement of the Faculty Association.

#### 14.4.3 **Tenure-Track**

14.4.3.1 Tenure-track appointments may be renewed, but no individual may serve more than five consecutive years in a probationary capacity. Not less than three months before a tenure-track appointment is to expire, the College shall inform the academic staff member whether it will let the present appointment lapse, renew the tenure-track appointment for another year, or grant the member an appointment with tenure.

14.4.3.2 After the first tenure-track appointment, no new special conditions shall be attached to subsequent renewals of an academic staff member's tenure-track appointment except those which relate to performance during the probationary period. In addition, existing conditions shall not be made more stringent.

14.4.3.3 Approved leaves of four months or more shall add the greater of one year or the length of the leave to the probationary period.

14.4.3.4 At the request of the academic staff member and with the concurrence of the College, the probationary period may be extended for two additional years to a total of seven years. The College's concurrence shall not be withheld unreasonably. Reasons for denying such a request shall be communicated in writing to the academic staff member.

14.4.3.5 The conditions outlined in this Article (14.4.3) may be waived with the prior agreement of the Faculty Association.

#### 14.5 **Instructors**

Instructors may be appointed to term, tenure-track, or tenured appointments. Appointments to the position of Instructor I, II, or III shall be in accordance with Article 13.5.

As student demand for courses permits, Instructors with less than full-time appointments shall be given the opportunity to have their appointments increased to full-time appointments prior to any other Instructors or Sessional Lecturers being appointed. Such Instructors' modified appointments shall then be included in the limit under Article 5.7.

## 14.6 **Research Chairs**

Appointments to Research Chair positions at Luther College may be term, tenure-track, or tenured. All Research Chair positions shall be included in the academic bargaining unit of Luther College and all individuals appointed to Research Chair positions shall be members of the academic bargaining unit represented by the Faculty Association (except if they are also appointed to an out-of-scope administrative position). All Research Chair appointees shall have affiliated academic positions in an academic unit at the University of Regina.

14.6.1 All Research Chair positions shall be advertised, and such advertisements shall adhere to the College's employment equity policy with respect to advertising. At the time when the advertisement is placed, members of the academic unit to which the discipline of the position is related shall be notified in writing.

14.6.2 Applications and nominations for Research Chair positions shall be made to the Dean of the College. The normal procedures of appointment within the College shall be used to fill the position. The Dean shall establish appointment procedures for Research Chairs in accordance with the provisions of Article 12 of the Collective Agreement.

Whenever feasible, more than one candidate shall be considered for each position. Short-listed candidates for Research Chair positions shall be interviewed and normally shall give an open presentation at the College. The presentation shall be announced to all academic staff members and all members shall be provided with an opportunity to familiarize themselves with the candidate and provide written recommendations and statements, in accordance with Article 12.4 of the Collective Agreement.

14.6.3 Where the initial recommendation is to make an appointment with tenure the Dean shall notify academic staff members of this recommendation. Members may submit comments to the Dean with respect to the proposed appointment in accordance with Article 12.4.

When the appointee does not hold rank elsewhere, appointments at the rank of Professor shall be considered by the Academic Affairs Committee.

14.6.4 Understanding that the emphasis shall be on fostering research, scholarship, and related activities, the duties and review procedures for academic staff members in Research Chair positions shall be governed by the Collective Agreement and the Criteria for Performance Review of the Faculty. The review procedures and criteria for Research Chairs shall only be modified after

consultation in committee with the College. Any modifications shall be made in writing with a copy to the Faculty Association. The letter of appointment shall include statements of all conditions associated with the position, including duties, salary, review procedures, and any other terms and conditions of employment associated with the position, and shall be copied to the Faculty Association.

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

14.6.6 Research Chairs shall be appointed at a category, rank and salary appropriate to their qualifications and experience in teaching and research. In addition to the normal salary, a Research Chair shall also be paid a stipend. Normally, the stipend shall not exceed fifty thousand dollars per annum. The amount of the stipend shall depend on the nature of the appointment, and the scholar's record, reputation, and degree of international recognition. Stipends shall be included in benefit calculations.

14.6.7 The parties to this agreement recognize that all Canada Research Chair positions are subject to review and final approval by the CRC Secretariat of the Government of Canada. Such outside review and approval shall apply only to CRC positions and shall not set a precedent for any other appointments of academic staff members at the College.

14.7 **Member's Election to Transfer to Reduced Appointment with Tenure**

Without prejudice, an academic staff member who holds a full-time appointment with tenure may request of the Dean a reduced appointment with tenure. The Faculty Association shall be informed of the terms of any offer presented and, at the member's request, has the right to be present during the discussion.

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

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

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

- 14.7.4 The academic staff member may return to full-time duties within the first twenty-four months following the effective starting date of the member's first reduced appointment, provided that the member gives six months' notice in writing to the Dean of the member's intention to do so. Following this twenty-four month period an member on reduced appointment may not return to full-time duties or change the percentage reduction in duties unless approved by the College.
- 14.7.5 The academic staff member shall continue to participate in the pension plan, and contributions shall be based on the member's actual salary.
- 14.7.6 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.

## **ARTICLE 15 - ADMINISTRATIVE APPOINTMENTS**

15.1 Administrative appointments include, but are not limited to, the appointment of an Assistant Dean. A regular administrative appointment is made for a term of up to five years. When a vacancy exists, either because there is no incumbent or because the incumbent is temporarily absent, the College may make an acting appointment for a period of not more than twelve months.

### **15.1.1 Appointment Procedures**

Any academic staff member receiving an administrative appointment shall be appointed in writing by the College. Factors such as academic seniority, academic leadership, administrative competence and the particular needs of the College shall be taken into consideration.

When a regular appointment is to be made, the Dean shall first consult with academic staff members according to procedures established within the College. Such procedures shall require the Dean to consult available members in committee and arrange for a secret ballot. The Dean's recommendation shall be based on advice obtained through this process but such advice is not binding. The appointment process shall be open and transparent.

When an acting appointment is to be made, the Dean, time-permitting, shall first consult with the academic staff members, according to established procedures.

### **15.1.2 Duties**

Administrative duties shall be established by the Dean following consultation in committee. The Dean shall not assign new duties or significantly alter existing duties without prior consultation.

Peer review committees shall take the time demands of the duties of any academic staff member with an administrative appointment into consideration but shall not evaluate the performance of those duties.

An academic staff member with an administrative appointment who is planning to be absent from campus shall make prior arrangements with the Dean to ensure satisfactory administration of the College during the period of absence.

### **15.1.3 Stipends**

In addition to their regular salaries, academic staff members with an administrative appointment shall receive a stipend as provided in Appendix A.

An academic staff member appointed in an acting position for one month or more shall receive the stipend of the regular member, prorated to the term of the appointment, part months to count as full months. No stipends shall be paid for administrative appointments of less than one month.

An administrative stipend is taxable income, and shall be counted as income when calculating member benefits that are based upon income.

15.2 **Termination of Appointment**

Normally, incumbents may resign administrative duties with sixty days' notice by notifying the Dean in writing.

Normally, the College may terminate the appointment of administrative duties with sixty days' notice by notifying the academic staff member in writing.

## **ARTICLE 16 - PERFORMANCE OF DUTIES**

### **16.1 Academic Staff Members**

In accepting an appointment at the College, academic staff members agree to take on the duties prescribed for their category. Members are responsible in the first instance to the Dean for the performance of all their College duties, assigned or otherwise.

16.1.1 The duties of a faculty member shall normally include:

- a) teaching and related duties;
- b) scholarship, research or equivalent professional activities;
- c) administrative duties; and
- d) public service.

16.1.2 The duties of a librarian shall include one, some, or all of the following:

- a) position responsibilities consistent with the status of a professional librarian and associated with serving the needs of the College Library and the College community;
- b) scholarship, research or equivalent professional activities;
- c) administrative duties; and
- d) public service.

16.1.3 The primary professional duty of an instructor is to teach. Other teaching-related duties may be required of instructors. If such other duties are to be assigned the member shall be consulted beforehand and teaching loads shall be adjusted appropriately. Performance in other areas may be taken into account at the Instructor's request and with the approval of the Dean.

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

- a) laboratory instruction and other appropriate instructional duties;
- b) laboratory development and related professional activity;
- c) administration and maintenance; and
- d) public service.

16.1.5 The primary duty of a sessional is to teach. If any other duties are to be assigned, these must be explicitly stated in the letter of appointment. Article 16.4.2 shall not apply to sessional lecturers.

### **16.2 Activities Related to Duties**

16.2.1 The College Criteria Document may elaborate upon, but shall not prescribe outside, the duties identified in Article 16.1. The criteria document may define

what constitutes “public service” but shall not prescribe specific duties in this area.

### 16.3 **Assignment of Duties**

16.3.1 Teaching duties are assigned by the Dean following consultation in committee with the relevant University academic unit. The Dean will attempt to accommodate faculty needs when class schedules are being set.

16.3.2 Duties may vary over time for any given member, at any given point in time between members, or over time between the members of different academic or administrative units. No member shall be assigned a course load that exceeds the agreed to course load within the College. Such course load will be determined by the Dean, following consultation in committee with full-time academic staff members.

An academic staff member may apply to the Dean for a change in the array and mix of duties. The request shall take into account the needs of both the member and the College.

The performance review will reflect the academic staff member’s array and mix of duties.

16.3.3 Academic staff members shall be assigned duties in a fair and equitable manner to ensure a reasonable workload.

16.3.4 Notwithstanding 16.1, in assigning duties to the academic staff members of the College, the Dean may assign a lighter workload to members with tenure-track appointments than to members with tenured appointments.

### 16.4 **Further Considerations**

16.4.1 Except for vacation time and approved leaves, or unless otherwise specified in the terms of appointment, academic staff members are expected to carry out their duties for the entire twelve months of the academic year.

16.4.2 Academic staff members with full-time appointments shall not engage in outside professional activities to the extent that they interfere with the performance of their College duties. Outside professional activities that are appropriately related to a member's duties at the College shall be encouraged. Outside professional activities include but are not limited to consulting, personal contracts, private practice in the member's profession, and teaching duties for any other employer.



If there is reasonable doubt that an outside professional activity might compromise an academic staff member's ability to perform regular duties the member shall apply beforehand in writing to the Dean describing the nature and duration of the prospective activities. The member shall keep the Dean informed of the general nature and scope of the approved activities and provide details on the Annual Information Form.

16.4.3 Normally, the duties of academic staff members are to be performed on campus unless other arrangements are approved in advance by the Dean. The Dean shall not withhold approval unreasonably.

16.4.4 Academic staff members shall maintain scholarly and professional competence appropriate to their duties.

16.4.5 In activities outside the College, academic staff members may not claim to represent the College without prior authorization from the Dean.

## 16.5 **Librarians**

16.5.1 Librarians may request release from other duties, for a minimum of two weeks each academic year, to pursue professional research or scholarly activities.

16.5.2 The release shall be scheduled by agreement between the librarian and the President, or designate.

16.5.3 The President, or designate, and the librarian requesting the assignment shall, in the process of consultation, discuss the research/scholarly/professional proposal.

16.5.4 The work for which research/scholarly/professional assignment was granted shall be evaluated as part of the normal review process.

16.5.5 The librarian may request to accumulate up to four weeks of research time by notifying the President, or designate, at least three months before the end of the academic year.

## 16.6 **Laboratory Instructors**

Whenever there is an additional assignment made to the agreed upon workload, overload stipends shall be provided on a per lab basis in accordance with Appendix A. Laboratory Instructors shall not be required to accept an assignment that exceeds the agreed upon workload, nor shall the Laboratory Instructor receive adverse performance reviews or be disciplined for declining such an assignment.

## 16.7 **Sabbatical**

The College 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. A member may apply for, or the College may offer, a sabbatical. The College shall grant annually a limited number of sabbaticals in keeping with its responsibilities. Such sabbaticals will not be withheld unreasonably.

16.7.1 **Eligibility:** In order to be eligible for a first sabbatical, the academic staff member must have at least six years of continuous employment at Luther College, and hold an appointment with tenure, in one or more of the ranks of Professor, Associate Professor, Assistant Professor, Lecturer, Librarian, Instructor, or Laboratory Instructor.

To be eligible for a subsequent twelve-month sabbatical, the academic staff member must have had at least six years of continuous employment in the above ranks since returning from the previous sabbatical. To be eligible for a subsequent six-month sabbatical, the member must have had 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 fully acceptable to the Dean, and a valid plan for a sabbatical, and then have such a leave delayed by the Dean for a year or more, that member shall be granted a sabbatical as soon as possible, and eligibility for the subsequent sabbatical shall be accumulated as if the member had taken the sabbatical as originally planned.

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

16.7.3 **Remuneration:** The academic staff member shall receive eighty per cent (80%) of salary, exclusive of stipends, which is in effect during the sabbatical period (prorated if less than full time). The member may apply to use part of the remuneration as a research grant. Other remuneration which the member may receive during the sabbatical is limited to an amount which brings the total to one hundred per cent of normal salary, exclusive of grants for research purposes and monies obtained for authorized outside professional activities, plus travel and related expenses for the member (unless claimed as part of the sabbatical grant defined above), spouse and dependent children. The College assumes no responsibility for the taxation status of sabbatical grants.

16.7.3.1 With the agreement of the Dean, an academic staff member may elect to take a six-month sabbatical at one hundred percent (100%) of salary in lieu of a twelve-month sabbatical at eighty percent (80%) of salary.

16.7.3.2 Only at the request of the Dean shall an academic staff member teach at the College while on sabbatical. Members shall be paid one overload stipend for each course taught. Members shall not receive adverse performance reviews or be disciplined for declining an appointment to teach at the College while they are on sabbatical.

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

16.7.5 **Vacation:** Annual vacation, prorated to the length of the sabbatical, shall be earned during the sabbatical in the normal manner. The member shall be assumed to have used a prorated portion of annual vacation during the sabbatical.

16.7.6 **Application:** An eligible academic staff member may apply to the Dean nine months prior to the beginning of the academic year in which the sabbatical is to commence (i.e., by October 1). A detailed statement of the member's plans for the entire period of sabbatical, indicating the anticipated benefits to the member and the institution, shall accompany the application.

The Peer Review Committee shall review all applications for sabbatical within two months following their submission, and make recommendations to the Dean.

16.7.7 **Notification:** The Dean shall inform the academic staff member at least six months prior to the commencement of the academic year in which the sabbatical is proposed to commence.

Should an application not be approved, and upon written request, the President shall provide written reasons for the decision.

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

changes in plans, and to consult with the Dean about revised plans in order to use the sabbatical for appropriate professional development and productive scholarship.

- 16.7.9 **Sabbatical Report:** The academic staff member must prepare and forward to the Dean a full written account of the member's scholastic and professional activities during the sabbatical. This report and details of the original sabbatical plan and any modifications to the plan are to be included as part of the member's annual information form.
- 16.7.10 **Return to Staff:** The academic staff member shall return to the staff of the College for a period of at least six months following the sabbatical, or the College may require the member to reimburse the College 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 College since returning is short of six months. This condition shall not apply when a member, immediately upon returning from a sabbatical, ceases to be employed as a result of an unforeseen early retirement.
- 16.7.11 **Teaching Load Upon Return:** The teaching load of the academic staff member on sabbatical shall be suspended for the period of sabbatical and resumed upon return.
- 16.7.12 **Waiver of Specifications:** Any of the above specifications may be waived by mutual agreement, confirmed in writing, between the College, the academic staff member, and the Faculty Association.
- 16.7.13 **Salary Adjustments:** Time spent on sabbatical shall count as service with the College for salary adjustments.

## ARTICLE 17 - PERFORMANCE REVIEW

- 17.1 Performance review is used to determine whether academic staff members will be granted an increment, merit, promotion, renewal of tenure-track appointments, and tenure.

All involved in the performance review process must undertake their roles seriously and with integrity, ensuring that statements, both verbal and written, refer to aspects of performance, are fair commentary, and are based upon appropriate evaluation of the material provided in Article 17.4. The performance review process depends upon honesty, fairness, and confidentiality, and is governed by the principles of natural justice.

Academic staff members are welcome to attend the information sessions regarding the review process, sponsored by the University and the Faculty Association.

- 17.2 The Dean shall conduct a review of the performance of academic staff members within the College, according to the following schedule:

- 17.2.1 A review pertaining to renewal of appointment shall occur during the second employment year (July 1 to June 30) of an initial tenure-track appointment. Upon renewal, an increment shall be provided to the academic staff member on the first July 1 following the initial date of appointment and each subsequent July 1 until tenure is achieved.

Tenure-track academic staff members will normally be considered for tenure in the review period immediately following the completion of four years of appointment.

- 17.2.2 Each year, a review shall be conducted for all academic staff members who:
- hold term appointments;
  - hold tenure-track appointments (other than the initial review specified in 17.2.1);
  - have applied for tenure and/or promotion;
  - have applied for merit;
  - hold appointments with tenure and have asked the Dean in writing before November 30 to be reviewed;
  - have had a performance issue explicitly identified on their latest Performance Review Form and who have been informed in writing by the Dean by July 1 of the decision and the rationale for the review;
  - were eligible for an increment the prior year and did not receive one, or were not eligible and were informed that they would not have received an

increment even if eligible.

- 17.2.3 Reviews shall be conducted every third year for academic staff members holding appointments with tenure (other than those affected by conditions specified in Article 17.2.2).

Academic staff members holding appointments with tenure shall be provided with an increment on July 1 following any year in which they are not reviewed.

The provision of this increment is an expectation of career-growth, and may not be revoked by a subsequent review.

- 17.3 Except under unusual circumstances, a review shall not be initiated for an academic staff member who is on leave. If the Dean intends to review a member on leave the member shall be notified in writing before July 1. The notice shall stipulate the unusual circumstances that appeared to the Dean to warrant such a review and explain that the member has the right to notify the Faculty Association.

Notwithstanding the foregoing, an academic staff member on leave may initiate a review (including an application for promotion, merit, or an appointment with tenure) by notifying the Dean in writing, no later than November 30. Members on leave may withdraw a request for review by notifying the Dean in writing by January 1.

- 17.4 The review shall be based on the following documents:

- 17.4.1 the Annual Information Form supplied by the College and completed by the academic staff member. In the case of members being reviewed after two or more years, consideration shall be given to the Annual Information Form from each year for the entire period under review;
- 17.4.2 the Performance Review Form(s) supplied by the College, completed by the Peer Review Committee, which completes the initial review, and the Dean, who makes the final recommendation, and signed by the member as indicated in Article 17.17;
- 17.4.3 a current curriculum vitae;
- 17.4.4 material in the academic staff member's official file relevant to the period under review;
- 17.4.5 documents and other works relevant to the academic staff member's performance of duties during the period under review;

17.4.6 course/instructor evaluations developed pursuant to Article 17.18 and forming part of the official file pursuant to Article 10.7;

The academic staff member is responsible for providing the relevant information and documentation for the review. The member may append to the Annual Information Form any related additional information.

17.4.7 information for the period under review that is not stated on the Annual Information Form or Performance Review Form or not contained in the official file, shall not be considered.

17.5 The period to be reviewed terminates on December 31. Career decisions shall focus on the period under review.

- When an academic staff member is applying for promotion, or applying for or being considered for an appointment with tenure, the performance review shall cover the member's entire career.
- When being considered for merit, the performance review shall cover the period since the last merit received or, if the member has never received merit, since the initial appointment.

The performance review may refer to issues raised with a member in the previous performance review and evaluate how the member has addressed these issues during the period since that review.

17.6 Upon written request to the Dean an academic staff member shall be provided with a list of all members at Luther College and the University of Regina who are employed in the same category (faculty, librarian, laboratory instructor, or instructor) who, within five years of the date of such request and within the same academic field as the member, have received the career progress that the member is seeking.

17.7 Each year, every academic staff member shall complete the Annual Information Form and submit the completed form to the Dean. However, if the member is not being reviewed and is absent from campus, and if the Dean agrees, the Form need not be submitted. Instead, two Forms shall be submitted at the end of the next year.

Academic staff members who hold tenure-track appointments shall submit their completed Annual Information Form and any supporting documentation by December 15. Members with term appointments or appointments with tenure shall submit their completed Form and any supporting documentation by January 31.

17.8 Those applying for tenure, promotion, or merit shall apply to the Dean no later than November 30. Applications for promotion or tenure require supporting documentation at this time. Supporting documentation for merit shall be provided with the Annual Information Form. Academic staff members shall have the opportunity to provide supplementary documentation at any time before the initial review is conducted.

Applications may be withdrawn at any time by notifying the Dean in writing but must be made before the initial review is completed.

17.9 **Letters of Reference**

Applications for tenure, or promotion to the ranks of Professor or Librarian IV, require letters of reference solicited by the Dean under the following conditions. (Librarians, laboratory instructors, and instructors applying for tenure may ask to forego the use of letters of reference. Such requests shall not be denied unreasonably.)

The academic staff member shall supply names and contact information for three referees to the Dean no later than November 30. The Dean shall request a letter of reference from each of the referees named by the member. The Dean may obtain letters of reference from up to three additional referees.

When soliciting written references from the referees the Dean shall provide the appropriate Criteria for Performance Review document, and Articles 3, 16, 17 and 18 of the Collective Agreement, indicate what career decision is under consideration, and advise the referees that the letters will be held in confidence in accordance with the procedures outlined below. The criteria document shall specify any additional material to be sent to the referees. Such material shall be provided by November 30 to the Dean, who shall in turn convey it to the referees.

The Dean shall retain the letters of reference in confidence. These letters are intended for the use of the Dean and the Peer Review Committee.

Letters shall be retained should they be needed for an appeal or for arbitration. Before the reference letters are submitted to appeal or arbitration committees, a representative from the Faculty Association and a representative from the College shall jointly edit the letters to delete anything that may identify the authors.

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

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



Academic staff members seeking promotion to ranks other than Professor or Librarian IV may request, or agree to, the use of letters of reference. Members shall not be pressured, nor be penalized for refusing, to agree to the use of letters of reference.

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

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

When the performance of Instructors is being reviewed, care shall be taken to ensure that the review focuses only on assigned duties. Performance in other areas may be taken into account at the Instructor's request and with the approval of the Dean.

- 17.11 When establishing review criteria and procedures, the Dean shall consult in committee with the academic staff members of the College. The criteria and procedures shall be reviewed from time to time by the Dean through consultation in committee with the members of the College. Such a review is to be initiated either at the request of the Dean or after a request by the members of the College, as ascertained by a motion to that effect passed at a meeting of the members of the College. 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 these apply. Approval shall be by a majority vote of the academic staff members to be governed by such. In the event the Dean and the members cannot reach agreement, the review criteria and procedures shall be specified in writing by the President only after consultation in committee with the members of the College.

- 17.12 A Peer Review Committee will be established with the mandate to perform the initial review of each relevant academic staff member, and to consult with the Dean on applications for sabbatical and education leaves.

- 17.13 The Peer Review Committee (PRC) shall consist of three tenured members of the faculty.

Members of the Peer Review Committee shall be elected by the academic staff members for two year terms commencing July 1. Not less than two weeks prior to the election the Dean shall issue a call for nomination. Any member may make a nomination. The election shall take place by ballot no later than the last regularly scheduled meeting of the current academic year, normally in June. Out-of-scope members may not be elected

to serve on the Peer Review Committee. Members being considered for promotion shall not be elected to the Peer Review Committee.

- 17.14 The academic staff members shall also elect one alternate member from the tenured faculty who shall serve on the Peer Review Committee as needed.
- 17.15 The initial performance review shall be made by the Peer Review Committee in accordance with the procedures and criteria established by the College in consultation in committee with the academic staff members. The initial review shall be completed and written on the Performance Review Form (PRF) over the signatures of the members of the Committee. In the case of a tenure-track academic staff member, the Committee shall provide a written recommendation on renewal of appointment, the rationale for its recommendation, comments on the member's performance, and suggestions to the member on steps to be taken for progress towards tenure and/or promotion. This document shall be part of the member's file.
- 17.16 The Dean shall be responsible for notifying the Peer Review Committee of decisions to be considered and timelines. The Dean shall also provide all materials described in Article 17.4 and may be present at meetings of the Peer Review Committee as an observer and resource person without vote.
- 17.17 When the Dean has received the recommendations from the Peer Review Committee, the academic staff member shall be notified within 14 calendar days that the Performance Review Form is available for perusal. The member will be provided with a copy of the Performance Review Form.
- 17.17.1 The academic staff member shall, within seven calendar days of having received his/her copy of the Performance Review Form, sign the PRF indicating that the member has read the recommendation of the Peer Review Committee. Clarifying information may be added by the member within seven calendar days of having received the Performance Review Form.
- 17.17.2 The Dean will invite in writing every academic staff member who is being reviewed to make an appointment, once the seven calendar day period has elapsed, for the purpose of perusing and discussing the information on the Performance Review Form and attached documents. At this meeting, the Dean will make her/his preliminary performance assessment. The member shall also be given an opportunity to interpret, explain or add to the information contained in the written statements.

Unless prevented from doing so by unusual circumstances, all academic staff members who desire an additional meeting with the Dean and who are not on

leave must respond within the seven calendar days following the initial meeting. The Dean shall schedule such meetings as quickly as possible. All meetings are to take place as soon as possible but in no case later than May 31, except for those members who are on leave. Members who are on leave shall make arrangements with the Dean for a meeting to be scheduled on a date that is mutually satisfactory.

- 17.17.3 Clarifying information may be added by the academic staff member as soon as possible and not more than seven calendar days after the initial meeting with the Dean. This additional information shall be attached to the Performance Review Form before the Dean makes a final recommendation.

**17.17.4 Tripartite Board**

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 Dean agrees, the author shall be asked to rescind or alter the comment.

If the Dean 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 Dean or the member may refer the matter to a Tripartite Board. The Board shall determine whether or not the comment is to be excised or amended.

The Board shall be composed of members currently on staff at the College or the University of Regina, Campion College, or First Nations University, yet not from the same discipline as the academic staff member being reviewed and not a member of the PRC. The College and the Faculty Association shall each name one academic staff member to the Board. The third member of the Board, the Chair, shall be selected by mutual agreement between the Faculty Association and the Dean. If mutual agreement cannot be reached, the Chair shall be selected by the President; in this instance, the Chair will be from outside the College. See Appendix G: General Procedures for Tripartite Board Review.

The College shall inform the Faculty Association of disputes arising under this Article, and shall provide the Faculty Association with the information needed to monitor the progress and resolution of such disputes.

- 17.17.5 Only after all the steps outlined above have been completed shall the Dean make a recommendation concerning the academic staff member's career

progress. The Dean may consult with any of the parties involved in the review process before making a recommendation.

Before making the recommendation, the Dean may seek advice from the University of Regina Academic Review Development Committee. ARDC shall only offer advice and shall not under any circumstances undertake a *de facto* review of individual members. The recommendation shall be made by the Dean alone.

This recommendation will be made in writing over the Dean's signature on the Performance Review Form and forwarded to the College President for approval.

- 17.17.6 All decisions on career progress arising from the performance review process shall be communicated in writing to the academic staff member in a timely manner and no later than June 30. In the case of a decision concerning renewal of a tenure-track appointment, or granting of an appointment with tenure, the decision shall be communicated to the member no later than March 31.

All decisions concerning career progress shall take effect on the July 1 following the end of the review period.

- 17.18 The Dean may develop, administer, and use appropriate student course/instructor evaluation forms, following consultation in committee with the Academic Affairs Committee and with academic staff members.

Such evaluation forms are primarily for the improvement of instruction. Additionally, these may, in conjunction with other information, be used for the purpose of obtaining balanced and reasonable assessments of the quality of teaching.

When the results are used in any performance review, this shall be done in an impartial and responsible manner.

An academic staff member who does not wish to use the form which is in current use may make a written proposal to the Dean suggesting an alternative method of student course/instructor evaluation.

- 17.19 Upon written request, the Dean shall provide written reasons for the decision made upon the review of an academic staff member. The reasons shall refer clearly to the established Criteria Document. Meetings may be scheduled by the Dean or the academic staff member to discuss the member's performance and options.

In the case of renewal of a tenure-track appointment, the Dean shall communicate to the academic staff member annually and in writing any areas of concern, indicating the Dean's assessment of the member's performance and areas that need improvement. The Dean shall discuss with the member the ways and means by which performance can be improved.

The recommendation of the Dean concerning renewal of a tenure-track appointment or granting of tenure is subject to the approval of the President. Neither the Dean nor the academic staff member, nor anyone acting on their behalf, shall confer privately with, or provide additional evidence or arguments to, the President.

17.20 Every academic staff member who has been reviewed and whose performance has been deemed to be below standard for the rank and level of appointment shall be so informed in writing by the Dean. The Dean's letter shall also stipulate what improvements would be required for the member's performance to be considered acceptable.

17.21 **Tenure-Track Members and Career Planning**

Career planning is a purely formative process focusing on growth and success that supports tenure-track academic staff members in the development of the research, teaching, and service components of their careers. The intent of career planning is to mentor academic staff members, helping them identify courses of action that will lead to the achievement of tenure and promotion.

The Dean shall meet with new members within six months of the member's appointment, and subsequently, as appropriate. The purpose of these meetings shall be to hold a formative discussion regarding performance of duties, to inform the member of the due processes and conditions set out in the Collective Agreement and Criteria Documents for performance review and career decisions, and to provide advice.

Yearly meetings will be held between the Dean and the tenure-track academic staff member to provide mentoring. The purpose of the meeting is to recognize achievements of the member, review the member's performance, and provide feedback on the member's progress towards promotion and/or tenure. The academic staff member has the right to be accompanied by a departmental colleague or Faculty Association representative.

No records emanating from career planning meetings shall become part of the member's official file.

## **ARTICLE 18 - CAREER-PROGRESS DECISIONS**

- 18.1 Career-progress decisions concern increments, merit, promotions, renewal of tenure-track appointments, and granting of appointments with tenure. Career-progress decisions shall be based solely on performance reviews carried out according to applicable provisions in Article 17. All career-progress recommendations are made by the Dean to the President and become effective with the approval of the President.
- 18.2 For academic staff members in the faculty, librarian, instructor and laboratory instructor categories, increments shall be awarded to those whose performance has met the standards for their level of appointment, subject to the limitations of the salary range for the category and rank and to the provisions of this agreement.
- 18.3 Merit shall be awarded to those academic staff members who, considering their present category, rank, and duties, demonstrate exceptional service or sustained performance that is well above average.

Decisions on merit shall be based on the academic staff member's performance since the last merit received or, if the member has never received a merit, since the initial appointment. While decisions on merit are based primarily on a member's performance of the duties listed in Article 16 for the rank of the member, outstanding contributions in the areas of scholarship and administration shall be given due consideration even if these are not among the duties listed for that rank of member.

The Peer Review Committee may recommend an academic staff member to the Dean for merit, whether or not the member has applied for merit under Article 17.8.

- 18.4 Academic staff members with appointments in faculty, librarian, instructor, or laboratory-instructor categories who meet the criteria in the College criteria document shall be promoted.
- 18.4.1 Any academic staff member appointed to the rank of Instructor upon application shall be reclassified to the appropriate rank after providing official documentation of the necessary qualifications as outlined in Article 13.5.
- 18.5 Tenure-track appointments shall be renewed when academic staff members have performed their duties in a satisfactory manner and it is deemed that they should be given a further opportunity to progress towards a tenured appointment.
- 18.6 Academic staff members with appointments in the faculty, librarian, instructor or laboratory-instructor categories shall be granted an appointment with tenure when there is evidence of consistent performance that has met the standards for their category and

rank of appointment through the probationary period (including, in the case of faculty members and librarians, professional growth and development demonstrated by contributions to their discipline and to the College) and where there is promise of future contributions that will enhance the academic reputation of the College.

18.7 The College Criteria Document may elaborate upon, but shall not prescribe outside, the provisions of Article 18.1 through 18.6 pertaining to the grounds for awarding merit, promotions and tenure.

18.8 **Process for Appealing Career-Progress Decisions**

18.8.1 Academic staff members may appeal career-progress decisions using the process described in this Article (18.8). In unusual circumstances and with the agreement of the member, the College and the Faculty Association, the Appeal Process may be bypassed and the case handled instead through the Arbitration Process described in Article 18.8.8.

Career-progress decisions cannot be grieved. Nor can an Arbitration Board convened for other reasons rule on related career-progress decisions. An Arbitration Board shall however have the power to require that the College and the member follow the procedures set out in this agreement pertaining to career-progress decisions.

18.8.2 An appeal is initiated by the academic staff member filing a notice of appeal with the Chair of the Faculty Association. (Hereinafter the member initiating the appeal shall be known as the appellant.) The notice of appeal must be filed on or before August 15. In cases of non-renewal of a tenure-track appointment or denial of an appointment with tenure (regardless of whether it is the final year of probation), appeals must be filed within 30 days of receipt of notification of non-renewal or denial and not later than April 30.

18.8.3 **Notice of Appeal**

The notice of appeal shall be signed by the appellant and shall specify:

- the decision being appealed
- the name, rank, and academic unit of the appellant
- the name of the Dean whose decision or recommendation is being appealed
- the ground on which the appeal is based
- the remedy or remedies being requested

The Faculty Association shall forward in a timely manner to the Dean of the College all notices of appeal that it intends to bring to the Appeals Committee,

together with a list of the appeals, signed by the Chair of the Faculty Association.

#### 18.8.4 **Appeals Committee**

When an Appeals Committee is required, it shall be struck no more than fifteen days after the deadlines specified in Article 18.8.2 for submitting a notice of appeal. Appeals arising out of career-progress decisions that take effect on July 1 normally shall be heard by an Appeals Committee convened as soon as possible after September 1. Appeals arising out of a decision denying tenure (regardless of whether it is the final year of probation) or renewal of a tenure-track appointment normally shall be heard by an Appeals Committee that is convened and reports its recommendations before June 30.

The Appeals Committee shall consist of three members who now hold or have held academic rank with tenure. The College and the Faculty Association shall each appoint one member. The third member of the Appeals Committee, the Chair, shall be selected by agreement between the College and the Faculty Association.

The College, on behalf of the Appeals Committee Chair, shall inform each appellant in writing of the names of the Committee members. The appellant shall have five days from receipt of notice to identify any Committee members having a conflict of interest. The appellant may request substitutes for any Committee members identified as being in a conflict of interest. Substitutions shall be made only upon the member's written request and only for that appellant's hearing. In its letter describing the composition of the Appeals Committee, the College shall inform the appellant of the conditions and deadline for requesting substitutes. Any substitutes shall be named by the party that named the original Committee member, except if the member in question is the Committee Chair, in which case the College and the Faculty Association shall agree on a substitute Chair.

#### 18.8.5 **Appeal Hearing**

As soon as possible after the Appeals Committee is formed, the Chair, in coordination with the College and the Faculty Association, shall schedule an Appeal Hearing for each appeal.

The appellant and the Dean may each have a support person present at the Appeal Hearing.

The administrative details of scheduling and conducting an Appeal Hearing are specified in Article 18.9.



### **Documentation for the Appeal Hearing**

The Dean shall provide the Chair of the Appeals Committee with copies of all the evidence and documentation from the performance review that was available to the Dean at the time the decision under appeal was made. The Dean may only submit evidence and documentation from the review period that is relevant to the decision under appeal. The Dean shall supply this material to the Chair at least one week before the Appeal Hearing. After the Dean has supplied the material to the Chair, the appellant may peruse them there and make copies as desired (at the appellant's expense). The appellant may provide any additional material that the appellant deems relevant, as long as it concerns the relevant review period and is submitted to the Chair at least three days before the Appeal Hearing. The Dean shall be notified whenever the appellant submits additional material and shall be entitled to peruse this material and make copies as desired. Copies of all of the materials submitted shall be provided by the Chair to each member of the Appeals Committee.

If the appeal concerns a decision that required letters of reference to be submitted, the letters shall be reviewed, using the procedures outlined in Article 17.9, to obscure all identification of source.

At least twenty-four hours before the Appeal Hearing, both the appellant and the Dean shall provide the Chair of the Appeals Committee with three copies of a written submission making their respective cases. A copy of the appellant's submission shall be supplied to the Dean and a copy of the Dean's submission shall be supplied to the appellant at the beginning of the Hearing.

### **Appellant's Presentation**

The appellant shall be entitled to provide any evidence that the academic staff member deems relevant and that was available to the Dean when the decision under appeal was made.

The appellant must show that the grounds cited in the notice of appeal are well-founded and that the decision or recommendation made by the Dean was contrary to the evidence presented or manifestly unfair to the appellant, making specific reference to the collective agreement and the criteria document.

The appellant may have a support person present at the Hearing. This support person may act as an advocate and present the case on behalf of the appellant and the Faculty Association. If the appellant presents his or her own case, the appellant's support person shall participate verbally in the hearing only with the approval of the Appeals Committee Chair.

### **Dean's Presentation**

The Dean shall indicate the reasons for the decision under appeal, making specific reference to the collective agreement and the relevant criteria document. The Dean shall also outline the specific improvements that would in future result in a positive career-progress decision.

The Dean may have a support person present at the Hearing. The Dean's support person shall not participate verbally at the Hearing.

#### **18.8.6 Appeals Committee Report**

The Appeals Committee shall review the decision under appeal and report to the appropriate official. Normally its report shall go to the President, except where the appeal concerns non-renewal of a tenure-track appointment or denial of an appointment with tenure, in which case, it shall go to the Chair of the Board of Regents.

The report of the Appeals Committee shall include a clear recommendation to uphold or deny the appeal. The recommendation shall be based on fair and uniform application of the terms and conditions of Articles 17 and 18 of the Collective Agreement. The report shall also state the reasons for the recommendation, making specific reference to the collective agreement and the appropriate criteria document.

The report shall be in writing, with copies provided to the Faculty Association and to the College.

#### **18.8.7 Decision**

The President or the Board of Regents, as appropriate, shall receive the report of the Appeals Committee and decide whether to accept or reject its recommendation. The decision shall be based solely on the documentary evidence collected in the performance review process and presented in oral or written form at the Appeal Hearing. In rendering their decision, neither the President nor the Board of Regents shall confer privately with, or receive additional evidence or arguments from, the appellant or the Dean. If the Appeals Committee recommendation is rejected, the President or the Board of Regents shall give reasons for overturning the recommendation. The President or the Chair of the Board of Regents shall convey all decisions (and reasons where appropriate) to the appellant in writing (with copies to the Dean and the Faculty Association), together with a copy of the report of the Appeals Committee.

**18.8.8 Taking a Career-Progress Decision to Arbitration**

Following the Appeal Process, the appellant and the Faculty Association may submit any decision of the President or the Board of Regents to arbitration. The arbitration process shall be the same as that outlined in 21.6, with two exceptions: the members of the Arbitration Board shall hold or have held academic rank with tenure; and the chair shall be selected by agreement between the College and the Faculty Association.

**18.9 Appeals Hearing Procedures and Protocol**

**18.9.1 Scheduling and Preliminary Activities**

The Chair of the Appeals Committee shall provide the appellant and all others involved directly in the Appeal with a written notice, with copies to the Dean and the Faculty Association, of the date, time, and location of the Appeal Hearing. This communication shall draw to the appellant's attention the appropriate sections of the Collective Agreement pertaining to appeals (Articles 18.8 and 18.9).

For purposes of scheduling and preparing the Appeal Hearing, the appellant, the Dean, and the Faculty Association shall communicate through the Chair of the Appeals Committee, not directly with one another. The Chair shall be responsible for scheduling the Appeal Hearing.

A pre-hearing meeting of the Appeals Committee shall be arranged by the Chair and attended by representatives of the College and the Faculty Association. The purpose of this meeting is to discuss the Appeal Process and ensure that no member of the Committee is in conflict of interest.

**18.9.2 Recordings and Documentation**

An audio recording shall be made of each Appeal Hearing. The Chair of the Appeals Committee is responsible for arranging, making and storing the recording. If a decision that has been appealed subsequently goes to arbitration, the College or the Faculty Association may require a transcription of part or all of the recording. The party requesting the transcript shall pay the cost of its preparation; if both parties request a transcript, the cost shall be shared equally.

After the Appeals Committee issues its report, the Chair shall provide the President or the Chair of the Board of Regents with copies of all the documentation presented at the Appeal Hearing.

After the hearing is concluded and a recommendation is made, the Appeals Committee shall return all documentation to the Chair. Following the decision, the President or the Board of Regents shall return all documentation to the

Chair. After the deadline for filing for arbitration has passed, or after any arbitration is complete, the Chair shall destroy all documentation, retaining only a single copy.

**18.9.3 Hearing Attendees**

- The Appeals Committee (including any support staff required for duties such as recording)
- The appellant or a person designated in writing by the appellant to represent the appellant in his or her absence
- The appellant's support person
- The Dean
- The Dean's support person
- Two observers for the Faculty Association
- Two observers for the College

**18.9.4 Hearing Protocol**

18.9.4.1 At the beginning of the Appeal Hearing all persons present shall introduce themselves and briefly explain the reason for their presence.

18.9.4.2 The Hearing is first addressed by the appellant or the appellant's advocate.

18.9.4.3 The Hearing is then addressed by the Dean.

18.9.4.4 After the Dean or the Dean's advocate has responded to the appellant's case, the appellant shall have the right of rebuttal. Rebuttal must be confined to the Dean's presentation; it cannot be used to introduce new material.

18.9.4.5 Next, members of the Appeals Committee may direct questions to the appellant, the appellant's support person, or the Dean.

18.9.4.6 After the Appeals Committee has finished with its questions, the Dean and then the appellant shall each be given an opportunity to make a brief closing statement.

18.9.4.7 At the end of the Hearing, the Chair shall advise the appellant and the Dean that the Appeals Committee shall report its recommendations to the President or Board of Regents, as required by Article 18.8.6.

**18.9.5 Time Allotments**

Appeal Hearings shall last approximately ninety minutes, allocated as follows:

- Appellant’s initial presentation – 20 minutes
- Dean’s presentation and rebuttal – 20 minutes
- Appellant’s rebuttal – 10 minutes
- Questions from the Committee – 20 minutes
- Dean’s closing summary – 5 minutes
- Appellant’s closing summary – 5 minutes

Following the Appeal Hearing, the Appeals Committee shall meet *in camera* for as long as required.

**18.9.6 Appeals Committee Report**

The Appeals Committee shall provide its report, in a timely manner, in accordance with the provisions of Article 18.8.6.

**18.10 Witnesses**

In the unusual case where the appellant and/or the Dean wishes to have witnesses present at the Appeal Hearing, the following provisions shall apply:

18.10.1 At least one week before the scheduled date of the hearing, any party wishing to have witnesses present at the appeals hearing shall submit to the Chair of the Appeals Committee the name(s) of any intended witness(es) who have agreed to attend, together with a summary of the testimony to be given by each of those witnesses. If the Chair deems that a given witness will contribute testimony that is relevant and bears only upon information that was available to the Dean at the time the decision under appeal was made, the Chair shall approve the witness and notify the other party of the witness’ name.

18.10.2 Witnesses shall be called into the hearing one at a time. Once the testimony has been given, the other party and then the members of the Appeals Committee may ask questions of the witness. The witness shall then leave the hearing.

18.10.3 If witnesses are used, the Chair of the Appeals Committee may increase the time allotted for the initial presentations, with the proviso that the appellant and the Dean shall each have the same amount of time for their initial presentations.

## **ARTICLE 19 – RETIREMENT AND TERMINATION OF EMPLOYMENT**

### **19.1 Retirement**

The retirement provisions in this Article are designed to allow academic staff members to retire at a time and a pace of their own choosing and facilitate the use of flexible and reduced workloads with adjusted salaries for academic staff members preparing for retirement.

For the purposes of the pension plan, the normal retirement date for academic staff members shall be assumed as June 30 following their 65<sup>th</sup> birthday.

Upon retirement, academic staff members who participated in the University of Regina's Academic and Administrative Pension Plan shall be entitled to retirement benefits, as governed by the terms of that plan.

#### **19.1.1 Retirement Options**

##### **19.1.1.1 Notice**

Academic staff members will normally give six months' notice in writing to the Dean of their date of retirement. The last day of employment for academic staff members will fall on April 30, June 30 or December 31. This notice period may be waived by mutual agreement between the member and the Dean.

##### **19.1.1.2 Early Retirement**

Early Retirement is considered to be retirement before the normal retirement date as set out in the pension plan where the member has either attained age 55 or completed 30 years of service or where the member's age plus years of service equals at least 80.

##### **19.1.1.3 Retiring Allowance**

A tenured academic staff member eligible for Early Retirement with at least fifteen (15) years of service who does not receive any other special arrangements or payment from the College is eligible for a lump-sum retiring allowance upon retirement. The amount of this retiring allowance is two (2) per cent of salary at the effective date of retirement (in the case of a gradual retirement, the member's full salary) multiplied by the number of years of continuous service to a maximum of fifty (50) per cent of the member's actual salary.

##### **19.1.1.4 Gradual Retirement**

Tenured full-time academic staff members may request a gradual reduction in academic workload with proportional reductions in

salary. The earliest that an academic staff member may request a gradual retirement is within two years of eligibility for early retirement.

Academic staff members applying for Gradual Retirement shall sign a formal agreement to retire fully at the end of the period of Gradual Retirement (a maximum of two years).

Gradual Retirement arrangements should be as flexible as possible while meeting the needs of the academic unit concerned. These arrangements must be discussed with and approved in writing, with a copy to the Faculty Association, by the Dean. Normal academic workload will be reduced by no more than 50% FTE.

Academic staff members shall make pension contributions during Gradual Retirement that are based on the partial salary received. However, the College shall make both its pension contributions based on the member's full salary together with the difference between the member's actual contributions described above and the contribution that would be required by the member's full salary; or compensate the employee with salary if the College is prohibited from making such payments due to limitations under the Income Tax Act of Canada as a result of periods of leave. Beyond the normal retirement date, continuation of pension contributions is subject to the terms of the Academic and Administrative Pension Plan and limitations contained in the Income Tax Act of Canada.

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

Academic staff members placed on salary continuance during a period of Gradual Retirement shall be eligible for benefits based on their applicable reduced salary. Should salary continuance extend beyond the agreed upon retirement date, the date will be extended until the academic staff member is able to return to work or reaches the normal retirement date, whichever is earlier.

Academic Staff members eligible for the retiring allowance as defined in 19.1.1.3 shall have their allowance calculated at their full salary.

19.1.2 An academic staff member who chooses to work beyond age sixty-five shall

cease contributions to the University of Regina's Academic and Administrative Pension Plan and commence receiving pension benefits at the earlier of (a) the date of the member's actual retirement or (b) the latest date permitted under the Income Tax Act. Salary continuance coverage ceases upon the attainment of the normal retirement date.

### 19.1.3 **Special Arrangements**

The College may offer an early retirement package or a special arrangement (including a suitable financial settlement) to an individual academic staff member or to a group of members. A member may ask the College to initiate such an offer. Any offers shall be without prejudice. The College will meet with and provide the details of the offer including member eligibility to the Faculty Association at least one week before making a group offer, on the understanding the Faculty Association will maintain strict confidentiality. Prior to the signing of any agreement, members shall be given a reasonable time frame to respond.

## 19.2 **Resignation**

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

**Faculty:** Four months' notice, with the resignation to take effect December 31, April 30 or June 30;

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

**Laboratory Instructors:** Two months' notice, with the resignation to take effect at the end of a semester;

**Instructors:** Two months' notice, with the resignation to take effect at the end of a semester.

The above requirements may be waived by mutual agreement, confirmed in writing, between the academic staff member and the Dean.

## 19.3 **Dismissal for Cause**

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

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



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

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

When it is unlikely that the 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 may be relieved of all duties by the Dean.

19.3.4 If the academic staff member or the Faculty Association requests it, the President shall convene a meeting during the notice period specified in 19.3.3 attended by the member (if available), the Dean, the department head (if applicable) and a representative of the Faculty Association to hear whatever representation any of the parties wishes to make concerning the intended dismissal. The meeting shall be without prejudice to the interest of any person attending, or to the formal grievance process.

19.3.5 At the end of the notice period, the Dean 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.

19.3.6 Upon receipt of a formal recommendation from a Dean 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 dismissal action is proceeding.

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

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

19.3.8 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, airmail if appropriate, 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.

19.3.9 Failure to act within the time limits set out above shall constitute waiver of rights except where a party, acting in good faith, clearly was unable to do so. The onus is on the party violating the time limits to show cause why it was

unable to act prior to the time that the action is now taken.

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

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

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

## **ARTICLE 21 - GRIEVANCES**

### **21.1 Grievance Defined**

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

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

### **21.2 Informal Discussion**

Before a grievance is filed by either party, every attempt shall be made to settle the dispute by informal discussion. An academic staff member may present a verbal complaint to the Dean as soon as the grounds for the complaint are known. Alternatively, the Faculty Association and members of the College may meet to discuss the dispute.

### **21.3 Grievance Mediation**

Grievance mediation is a process by which the parties, with the assistance of a mediator, work towards the resolution of a dispute arising from the interpretation, application, administration or alleged contravention of the collective agreement.

21.3.1 The parties may agree to submit the matter to mediation, either prior to Stage One of the grievance process or prior to arbitration, in order to resolve a disagreement.

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

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

21.3.4 The Mediator shall have the authority to meet separately with any person or persons, but shall not have the authority to compel the resolution of a dispute.

21.3.5 The Mediator shall provide the parties with an advisory opinion and the grounds for that opinion.

21.3.6 If the dispute is resolved, the settlement shall be “Without Prejudice”.

21.3.7 If the dispute is not resolved following this process, either party is free to

submit a formal written grievance to the other party, or to proceed to Arbitration. Nothing said or done by the Mediator may be referred to during any further proceedings.

21.3.8 The Faculty Association and the College shall share the cost of the Mediator, if any, equally.

21.4 **Stage One**

If the dispute or difference cannot be settled informally, either party may, within thirty calendar days of the incident, or if grievance mediation has been used, within 30 days of the date that the advisory opinion is furnished, present a formal written grievance to the other party. In unusual circumstances, where the grievor could not reasonably have been expected to have learned of the incident, these time requirements shall be waived.

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

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

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

21.4.3 be signed by the employee(s) affected and a duly authorized officer of the Faculty Association on the one hand; or by the President on the other hand.

On behalf of the College, the Dean shall (at Stage One) respond in writing to the grievance within fourteen calendar days of receipt of the written grievance. In the meantime, the Faculty Association or the Dean may require a meeting between the Dean and the Grievance Committee of the Faculty Association. Either party may require the aggrieved person(s) to be present at such a meeting.

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

21.5 **Stage Two**

If the Dean 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 President. The President shall be responsible for seeing that a response in writing is submitted to the Faculty Association within fourteen calendar days of receipt of the grievance.

In the meantime, the Faculty Association or the President, on behalf of the College, may require a meeting between the Grievance Committee and the appropriate College officers.

#### 21.6 **Arbitration**

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

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

The Board having been formed by the above procedure, shall meet, hear the evidence of both parties, and render a written decision. The decision of the majority of the Board on the matter at issue shall be final and binding on both parties, but the Board shall not be empowered to add to, subtract from, alter or amend the collective agreement in any way. The Board of Arbitration may hear a grievance with a technical deficiency if in its opinion the technical objection has been made solely to avoid dealing with a substantive issue. Technical deficiencies relating to time may be waived by the Board if such deficiencies occur as a result of actions or omissions arising in good faith.

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

#### 21.7 **General**

21.7.1 Academic staff members shall be represented by the Faculty Association at all steps in the dispute resolution process outlined in this article.

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

- 21.7.3 The time limits imposed by the foregoing provisions may be waived by mutual agreement between the Faculty Association and the College.
- 21.7.4 The College shall provide appropriate space for the hearing of grievances and arbitration cases.



## **ARTICLE 22 - SUSPENSION AND OTHER DISCIPLINARY PRACTICES**

- 22.1 The College shall take disciplinary action as the situation warrants. This shall involve, but not be restricted to verbal warnings, verbal reprimands, written warnings, written reprimands, partial or full suspension of duties, and dismissal. Any disciplinary action undertaken by the College is subject to the grievance procedures as outlined in Article 21 and, in the case of dismissal for cause, the procedures outlined in Article 19.3.
- 22.2 Normally the College shall not suspend a member of the academic staff apart from the provisions under Article 19.3 Dismissal for Cause. The President may, in the case of general misconduct by an academic staff member, and upon the recommendation of the Dean, suspend a member for a period not to exceed thirty calendar days; or dismiss a member. The procedures to be followed in such cases shall be those provided for in Article 19.3. The President shall in these situations notify the member in writing, stating the reason for, duration and conditions of the suspension, and in the case of dismissal providing a complete statement of the grounds for the action.

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

## ARTICLE 23 - BENEFIT PROVISIONS

### 23.1 Education Leave

23.1.1 An academic staff member with the exception of those holding sessional appointments may be granted a leave of absence without pay for the purpose of pursuing academic studies.

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

23.1.3 **Duration:** Education leave is for up to one year commencing May 1, or July 1, or January 1. An application may be made for renewal for a maximum of one additional year by following the procedures in 23.1.2.

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

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

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

23.1.7 Any of the above specifications may be waived by mutual agreement between the Dean, the academic staff member, and the Faculty Association.

### 23.2 Vacation

#### 23.2.1 Entitlement

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

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

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

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

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

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

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

#### 23.2.2 **Use of Vacation**

23.2.2.1 Academic staff members may use vacation at times approved by the Dean which shall not interfere with the operation of the College. Except under unusual circumstances, members shall not be permitted to use vacation during a period of time when they are engaged in the instructional process, including the supervision and grading of exams. Notwithstanding the aforementioned provision, a member may use the maximum entitlement at any one time.

23.2.2.2 Upon written request to the Dean, an academic staff member may carry over unused vacation entitlement earned in one academic year to the next academic year, provided it will not interfere with the operation of the unit. All carried over vacation must then be used in the year into which it is carried over.

23.2.2.3 Academic staff members must use vacation (four, five or six weeks, or pro-rata) yearly according to the provisions of this clause, and no arrangements may be made for payment in lieu, during the course of employment. With confirmation of the Dean, where all vacation credits were not used in advance of termination, the balance will be paid to the academic staff member. The maximum amount of payout shall be limited to the current year's entitlement.

23.3 **Statutory and Non-Statutory Holidays**

23.3.1 The College recognizes the following holidays:

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

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

23.4 **Sick Leave**

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

23.4.1.1 Academic staff members who work beyond the normal retirement date and are no longer eligible for salary continuance shall be eligible for an additional ninety (90) calendar days of paid sick leave. An academic staff member whose disability or illness extends beyond 180 calendar days may elect to take an unpaid leave of absence for up to one year.

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

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

## 23.5 **Benefit Plans**

### 23.5.1 **Eligibility**

#### 23.5.1.1 **Eligibility for Benefit Plans other than the Pension Plan**

All academic staff members with term, tenure-track or tenured appointments (whether full-time or reduced) of a duration of four months or more shall be entitled to the benefits described in sections 23.5.2 to 23.5.6.

#### 23.5.1.2 **Eligibility for Part-time Benefit Plans**

Academic staff members with sessional appointments shall be entitled to the benefits described in sections 23.5.3 to 23.5.5 after they have been employed at the College for the equivalent of 390 hours or more over a period of 26 consecutive weeks. (In determining hours of employment, one three-credit-hour class shall be deemed the equivalent of 208 hours.) In order for members with sessional appointments to maintain eligibility, they must work at least 780 hours in a calendar year.

#### 23.5.1.3 **Eligibility for Pension Plan**

All academic staff members with term, tenure-track or tenured appointments (whether full-time or reduced) of a duration of four months or more shall be enrolled in the pension plan described in section 23.5.8. Contributions and service credits continue beyond the normal retirement date as specified by the plan within limits set by the Income Tax Act.

#### 23.5.1.4 **Pension Plan Eligibility for Sessional Appointments**

Academic staff members with sessional appointments shall be enrolled after they have been employed for the equivalent of 700 hours or more or earned at least 35% of the yearly maximum pensionable earnings as defined by the Canada Pension Plan in the previous two calendar years. Members shall continue to remain a member of the plan as long as they are employed at the College unless they have not been employed in the previous two calendar years. Contributions and service credits continue beyond the normal retirement date as specified by the plan within limits set by the Income Tax Act.

### 23.5.2 **Salary Continuance Plan**

23.5.2.1 All eligible academic staff members shall join the plan. Eligibility terminates as specified by the plan.

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

23.5.2.3 In the event of illness or injury incapacitating the member, academic staff members who qualify for benefits in accordance with Article 23.5.1.2 and are not eligible for the salary continuance plan, shall be paid the balance of their current appointment(s). Members with any additional confirmed appointments will be paid one-quarter of the stipend indicated in the letters of appointment, should their situation continue to prevent a return to work. Payments will be issued upon receipt of the appropriate documentation.

**23.5.3 Group Insurance Plan**

All academic staff members who qualify for benefits in accordance with Articles 23.5.1.1 and 23.5.1.2 shall be provided, at College expense, with the basic group insurance coverage of two times annual salary or a minimum of \$50,000 and may apply for additional coverage at their own expense.

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

All academic staff members who qualify for benefits in accordance with Article 23.5.1.1 and 23.5.1.2 and their eligible dependants shall be covered by family dental, optical, and extended health care benefit plans. The College shall pay the cost of the premiums for these plans.

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

In any Extended Health Plan, negotiated by the University of Regina or Luther College in the future, the College shall make every effort to retain the following provision of the current plan: namely, permitting retiring members to convert to an individual extended health plan without having to undergo a medical examination.

**23.5.5 Comprehensive Health and Fitness Assessment**

All academic staff members who qualify for benefits in accordance with Article 23.5.1.1 and 23.5.1.2 shall be entitled to an annual assessment at the Dr. Paul Schwann Applied Health and Resource Centre. The College shall pay the cost of the yearly assessment.

**23.5.6 Health Care Spending Account**

In order to support the benefit programs available to academic staff members, a Health Care Spending Account (HCSA) will be provided in the amount of \$900

per member per year for those members who qualify for benefits in accordance with Article 23.5.1.1. 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.

**23.5.7 Wellness Spending Account**

Once per year members may redirect some or all of the funds from their Health Care Spending Account into a Wellness Spending Account. Spending from the latter account is subject to Canada Revenue Agency regulations.

**23.5.8 Academic and Administrative Pension Plans**

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

Notwithstanding the above, academic staff members with term appointments may elect not to join the plan providing the College and the Faculty Association agree. This shall be an option only under extraordinary circumstances (as for instance when the member already belongs to the pension plan of another employer) and only with the express, written agreement of both the Faculty Association and the College, such agreement not being withheld unreasonably.

**23.5.8.2 Payment of Contributions**

The College and eligible academic staff members shall each contribute one-half of the contributions to the Academic and Administrative Pension Plan.

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

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

**23.6 Payments to Estate of Deceased Members**

When an academic staff member dies, the member will be paid in full until the date of death, with normal deductions, and, furthermore, the College shall pay to the estate of the member, with no deductions other than those required by law, an amount equal to salary for the balance of the appointment or for two months, whichever is lesser.

23.7 **Insurance**

23.7.1 **Liability**

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

23.7.2 **College Property**

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

23.8 **Education Benefits**

Notwithstanding the provisions of Article 5, academic staff members who qualify for benefits in accordance with Article 23.5.1.1 may take a credit, or non-credit language class offered by the University of Regina provided it does not interfere with performance of duties as determined by the Dean. The member and the Dean may discuss ways in which duties may be reassigned to make it possible for the member to take the class. Upon successful completion, reimbursement of tuition will be provided for one class per semester.

23.8.1 **Family Tuition Scholarship Fund**

The College will establish and maintain a Family Tuition Scholarship Fund to which the immediate family members (spouse or partner and eligible dependants) of academic staff members who qualify for benefits in accordance with Article 23.5.2.1 may apply.

The Family Tuition Scholarship Fund will be administered by the College. Scholarships will be awarded to those family members who meet the standards for undergraduate and graduate scholarships at the University of Regina, as defined in the University Calendars, with \$500 being awarded per scholarship to family members per semester to a maximum payment of \$1,000 per year.

23.9 The College agrees to meet on an annual basis with the University of Regina to advocate for day care facilities either on or near the University of Regina.

23.10 **Inclusiveness**

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



## ARTICLE 24 - LEAVES

### 24.1 **Court Leave**

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

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

### 24.2 **Personal Leave**

An academic staff member may be granted leave of absence with pay by the Dean 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 Dean where the particular circumstances warrant it. Leaves for longer periods, with or without pay, may be granted by the Dean with the concurrence of the President.

### 24.3 **Leave Upon the Birth or Adoption of a Child**

24.3.1 An academic staff member holding a tenure-track, tenured, or term appointment shall be granted maternity, adoption or parental leave for a combined period of up to eighteen (18) months by the Dean after having been employed by the college for more than thirteen (13) consecutive weeks.

24.3.2 The College shall provide Supplementary Employment Benefits (SEB) as follows:

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

#### 24.3.2.2 **Maternity Leave**

An academic staff member shall be entitled to leave for a maximum of eighteen (18) weeks.

**24.3.2.3 Adoption Leave**

An academic staff member shall be entitled to leave for a maximum of eighteen (18) weeks.

**24.3.2.4 Parental Leave**

On the occasion of the birth or adoption of a child, an academic staff member shall be entitled to leave for a maximum of thirty- four weeks if the academic staff member accessed maternity or adoption leave for the same occasion. If the academic staff member has not accessed maternity or adoption leave, then the maximum parental leave is thirty-seven (37) weeks.

**24.3.2.5 Duration of SEB**

SEB payments are equal to the difference between Federal Employment Insurance Benefits and ninety (90) percent of the member's earnings. Payments under Articles 24.3.2.2 and 24.3.2.3, and 24.3.2.4 are payable for a combined maximum of thirty-five (35) weeks.

While the academic staff member is in receipt of SEB, all benefit coverage shall remain in effect and normal employer/employee deductions shall apply.

**24.3.2.6 Additional Leave**

An academic staff member shall be granted additional leave without pay for the balance of the eighteen month period. Benefit coverage for this leave time shall be as per Article 24.7.

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

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

Nothing in this Article shall prevent an academic staff member from claiming sick leave. These provisions are without prejudice to anything required by law.

**24.4 Compassionate Care Leave**

Academic staff members shall be granted compassionate care leave of up to eight (8) weeks when an event such as illness, injury, or death in a member's family occurs. The

academic staff member shall inform the Dean in writing stating the reason the leave is required. The member shall be entitled to receive one hundred (100) per cent of salary during the first week of compassionate care leave and leave with or without pay for the remainder of the leave.

Leaves for longer periods may be granted by the Dean, leaves shall not be refused unreasonably. The member may be eligible for additional Federal Employment Insurance Compassionate Care Benefits throughout this period.

#### 24.5 **Leave to Seek Nomination and Election to Political Office**

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

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

24.5.3 The leave may be partial or complete depending upon the requirements of the academic staff member's responsibilities. The leave shall be for a specific term and may be renewed.

24.5.4 At the expiration of the leave the academic staff member may return to employment with the College and shall be granted rights and privileges associated with employment with the College, with service counting up to the date the leave commenced. In the case of partial leave service time shall be prorated.

#### 24.6 **General Leave of Absence Without Pay**

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

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

24.6.3 **Duration:** Leaves may be granted for any period of time up to one year.

Leaves shall normally be granted at times and for periods which will not disrupt a semester's activities. An application may be made to extend a leave for one further year at a time by following the procedures in 24.6.2.

24.6.4 Any of the above specifications may be waived by mutual agreement between the Dean, the academic staff member, and the Faculty Association.

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

24.7.1 If the leave is for 31 days or less, employee benefits coverage and payments by employee and employer remain the same.

24.7.2 If the leave is for more than 31 days:

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

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

**Group Insurance** - The College shall maintain the basic coverage on any academic staff member on leave. The member may arrange to continue optional coverage by prepaying the appropriate premiums. (Failure to continue optional coverage may require a medical examination as condition of reinstating coverage.)

**Extended Health, Dental and Optical Plan** – The academic staff member may continue coverage by prepaying the appropriate premium in accordance with the provisions of the plan.

24.8 **General**

Time spent on maternity leave, adoption leave, parental leave, compassionate care leave, or on jury or witness duty shall count as service with the College when determining salary adjustments (including increments), retiring allowances and eligibility for sabbaticals.

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

The teaching load of the academic staff member on leave shall be suspended for the period of leave and resumed upon return.

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

When a member is planning a maternity leave, adoption or parental leave, compassionate care leave, unpaid leave of absence or has been called to court duty, the Dean shall make arrangements, in consultation with the member, to cover the member's responsibilities for the uninterrupted continuation of the member's teaching and administrative work in the academic unit, and maintenance of laboratory facilities for which the member is responsible.

## ARTICLE 25 - FINANCIAL EXIGENCY

25.1 The parties agree that the process of long-range planning should obviate the possibility of a financial exigency occurring. However, the parties further agree that in the unlikely event of a financial exigency, in view of the ramifications to the careers of academic staff members, an orderly and equitable way of dealing with the situation is essential.

25.2 As soon as the College perceives that a financial exigency exists, it shall convey this information to the Faculty Association in writing, indicating the nature of the problem, its probable magnitude and impact on the careers of members of the academic staff.

25.3 25.3.1 The Faculty Association through its College representatives shall be fully consulted by the College officers concerned and shall be provided with detailed financial and budgetary information and such long-range projections as can be based on that information.

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

25.3.1.1 reduce non-academic expenditure equitable to the extent feasible;

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

25.3.1.3 make no further term appointments for the year in which the financial problem is predicted, except to meet critical program needs which cannot otherwise be met;

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

25.3.1.5 as required, assign academic staff members partly or wholly to vacancies in other areas of the College within their academic competence with no reduction in rank or status;

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

25.3.1.7 undertake other similar measures where possible.

25.3.2 When the parties have agreed which of the above steps shall be undertaken, they shall attempt to jointly determine whether a financial exigency continues to exist, its total amount, and the proportion of that amount which is to be

borne by reduction in the number of academic staff members.

- 25.3.3 If the College and the Faculty Association agree that there is no exigency, the College shall proceed with the jointly planned procedures, and the matter of exigency ends.
- 25.3.4 If the Faculty Association and the College agree that an exigency exists and further agree on the portion to be borne by reduction in the number of academic staff members, the College shall proceed with consequent notices to the members concerned, according to the procedures specified in Article 25.8.
- 25.4 If there is a disagreement between the Faculty Association and the College, and if the Faculty Association requests it, an Exigency Review Committee shall 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 College and they shall jointly select a chair. If the President and the Chair cannot agree upon a Chair, one of the two shall be selected by lot who shall have the right to name the Chair. The purpose of the committee is to make a recommendation to the President concerning Article 25.6.
- 25.5 The report of the Exigency Review Committee shall be submitted to the President within seventy-five calendar days of the date of the President's letter to the Faculty Association informing it of the financial exigency.
- 25.6 Following the review of the report or the expiration of the time limit (referred to in Article 25.5), the President shall forward to the Chair of the Faculty Association a written statement setting forth:
  - 25.6.1 whether a financial exigency exists;
  - 25.6.2 the total deficiency expressed in monetary terms;
  - 25.6.3 the portion, expressed in monetary terms, which is to be borne by reduction in the number of academic staff members.
- 25.7 **Seniority**  
Seniority shall be established by the date upon which continuous employment commenced in a rank specified in Article 13 or in similar academic staff ranks which formerly bore different titles. Seniority is not affected by leave taken in accordance with the provisions of this agreement.
- 25.8 **Discontinuance of Employment**  
Within the academic unit, the following groups will be discontinued in order:

- 25.8.1 academic staff members on term appointments (where appointments extend beyond the length of the notice period) shall have their employment discontinued in reverse order of seniority;
  - 25.8.2 academic staff members on probation shall have their employment discontinued in reverse order of seniority;
  - 25.8.3 academic staff members who hold appointments with tenure shall have their employment discontinued in reverse order of seniority;
  - 25.8.4 within a group in an academic unit, if two or more academic staff members have equal seniority, the order of seniority between them shall be determined by lot.
- 25.9 The proportional deficiency expressed in Article 25.6.3 shall then be reduced by discontinuing the employment of members of the academic staff on a bargaining unit-wide basis (within the groups listed in 25.8.1, 25.8.2, and 25.8.3) in reverse order of seniority until the deficiency has been eliminated.
- 25.10 **Notice**
- 25.10.1 An academic staff member on a term appointment shall be given three months' notice in writing (notwithstanding this clause, term employment ceases on the date stated in the letter of appointment).
  - 25.10.2 An academic staff member holding a tenure-track appointment with fewer than three years of service shall be given six months' notice in writing.
  - 25.10.3 An academic staff member holding a tenure-track appointment with three or four years of service shall be given twelve months' notice in writing.
  - 25.10.4 An academic staff member with tenure status shall be given eighteen months' notice in writing.
- 25.11 **Discontinuance Benefits**
- 25.11.1 An academic staff member on a term appointment whose employment is discontinued under the terms of this Article shall be entitled to one month's pay for every completed year of service at the time of discontinuance, with part years prorated.
  - 25.11.2 A probationary academic staff member whose employment is discontinued under the terms of this Article shall be entitled to one month's pay for every year or partial year of service at the time of discontinuance.



25.11.3 An academic staff member with tenure whose employment is terminated under the terms of this Article shall be entitled to discontinuance benefits according to the following formula:

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

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

25.12 **Recall**

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

25.12.1 Academic staff members, according to the provisions of Article 25.13, may be recalled because of two conditions:

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

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

25.12.2 **General Recall**

Academic staff members shall be recalled in order of seniority.

25.12.3 **Special Recall**

When an opening occurs in the bargaining unit, the College academic staff and the Faculty Association shall be informed and then the position shall be offered to persons on the recall list, in order of seniority, who are reasonably qualified to fill the position.

25.12.4 In the event that there is no one on the recall list who is reasonably qualified or

if no one accepts a recall, and if the Faculty Association agrees that the recall provision has been exercised properly, the College may proceed to fill the vacancy through normal recruiting and appointment procedures.

**25.13 Notice and Acceptance of Recall**

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

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

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

25.13.4 When an academic staff member accepts a recall which is not temporary, the member shall be given a period of six months from the date of the notice of recall to take up the duties.

**25.14 Order of Recall**

Order of recall depends upon seniority as defined in Article 25.7. However, if it is necessary to choose between two or more academic staff members with equal seniority, it shall be done by lot, at the time of the recall opportunity.

**25.15 Repayment of Benefits Upon Recall**

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

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

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

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

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

- 27.1 The Faculty Association agrees that it shall not engage in or participate in any slow-down, strike or picketing during the currency of this agreement. The College agrees that it shall not lock out any academic staff members during the currency of this agreement.
- 27.2 Any academic staff member who refuses to cross a picket line established by another certified bargaining agent in consequence of a strike shall not be in breach of this Agreement, and shall not be subject to disciplinary action nor loss of pay providing the member performs his or her normal duties.
- 27.3 In the event of a lockout or strike involving other bargaining units at the College, academic staff members shall not be required to perform the work of striking employees.
- 27.4 During a strike or a lockout, academic staff members will normally not be declared essential. Exceptions are to be negotiated by the Faculty Association, the member, and the College, recognizing that appropriate legislation will apply.

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

- 28.1 This Collective Agreement shall be binding and remain in effect from July 1, 2014 to June 30, 2017.
- 28.2 Unless specifically provided otherwise, this agreement shall continue in force beyond the date noted above, including during any period of negotiation until a new collective agreement is ratified, except that the "no strike, no lockout" clause is not in effect after June 30, 2017.
- 28.3 This Collective Agreement may be reopened at any time by mutual agreement. Any time during 180 days prior to the expiration of the Collective Agreement either party may require the Collective Agreement to be reopened for negotiation by forwarding notice in writing to the other party.
- 28.4 In the event a new agreement has not been signed within six months after the commencement of bargaining, either party may apply for mediation/conciliation on any outstanding issues.
- 28.5 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.
- 28.6 All changes related to monetary compensation shall be made retroactive to July 1, 2014, for all academic staff members employed during the period of this Agreement. Unless expressly provided for in the Collective Agreement, all other changes to the terms and conditions of this Collective Agreement shall not be retroactive and shall come into effect the first of the month following ratification by both parties.

## **ARTICLE 29 - INTELLECTUAL PROPERTY**

### **29.1 Definition and General Principles**

29.1.1 Intellectual property (IP) means any result of conceptual or artistic activity that is created by an academic staff member and can be owned by a person. This includes all works that can be protected under copyright, patent, trademark, or other equivalent legislation.

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

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

29.1.3 The College encourages academic staff members to make their IP freely accessible to the academic community and to the general public. The College and the Faculty Association recognize that in specific circumstances, it may be in the public interest to limit access and/or use.

29.1.4 No academic staff member shall be required to engage in any research activity the findings of which are prohibited from being published or fully disclosed to the public. The term "full disclosure" shall be subject to the limitations imposed by the University of Regina's Research Ethics Board.

29.1.5 In the absence of a written agreement to the contrary, academic staff members are the owners of all intellectual property, and all rights (including copyright, patents, trademarks, and other equivalent rights) to intellectual property, that they create in the course of their employment at the College. Except as provided for by Article 30, IP shall not be used or distributed by the College without the express written consent of the members who own it.

29.1.6 Academic staff members shall have the exclusive authority to decide whether to pursue commercialization of their IP.

29.1.7 Notwithstanding Article 29.1.5, the College shall have certain prerogatives (namely those specified in Article 29.1.8) over the IP of academic staff members when all of the following conditions are met:

- the IP was created by members in the course of carrying out their College duties (as defined in Article 16);
- the IP was created by members using facilities and equipment that were deemed specialized as specified in Article 29.1.7.1, at the time the work began, and that were provided by the College (directly or obtained through external funding) without personal cost to the members;
- members intend to pursue commercialization of the IP in question.

29.1.7.1 The Dean shall establish written, public criteria for determining the facilities and equipment available in the College that shall be deemed “specialized”. When establishing or revising these criteria, the Dean shall consult in committee with the academic staff members of the College as per Article 5.11.

29.1.7.2 The terms “specialized facilities” and “specialized equipment” shall not be construed to include the standard academic resources which by custom all members are provided. Accordingly, exceptions to such specialized facilities and equipment include library facilities that are available without charge to the general public, general office equipment and technology resources (made available for the use of academic staff members and other university employees) such as multi-function devices, office space, personal computers, computer accounts, software, and online services.

29.1.7.3 Payment of salary to members shall not in itself confer upon the College any ownership rights over the IP developed by members.

29.1.8 When all of the conditions specified in 29.1.7 have been met, the College shall have the following prerogatives:

- to co-manage the commercialization process;
- to claim up to 50% of the profits resulting from commercialization, if it has chosen to co-manage the commercialization process;

- to make an offer to the academic staff member for acquiring partial or full ownership of the IP being commercialized.

The commercialization agreement shall specify the parties' responsibilities in pursuing commercialization in a timely manner. This agreement will include a provision for the termination of the agreement and the resultant effect on ownership of the IP and sharing of any future revenues.

29.1.8.1 If the College enters into a co-management agreement with an academic staff member(s), the member(s) shall be reimbursed for personal expenses incurred in creating and commercializing the IP before the College became a co-manager.

29.1.9 In cases not covered by 29.1.7 and 29.1.8, an academic staff member(s) who owns IP may elect to transfer ownership or use of the IP to the College. The transfer agreement shall be in writing and signed by the member(s) and the College. Where the College commercializes the IP, the member(s) collectively shall be entitled to at least a 50% share of any profits resulting from the commercialization. Agreements shall be in accordance with the provisions of the Collective Agreement and the IP Policy of the College.

29.1.10 The College shall encourage the development, production, and dissemination of IP, and shall endeavour to protect the IP of academic staff members. The College shall not arbitrarily abandon, destroy, or neglect activities and projects in which the IP of members is embodied.

29.1.11 Any IP created by an academic staff member shall be owned by the College when all of the following conditions have been met:

- the member was specifically assigned, outside the scope of the member's normal duties, to create the IP;
- the member received advance, written notice from the College of this assignment;
- the member accepted the assignment in advance and in writing and with the condition to transfer ownership to the College of any resulting IP;
- Prior to the signing of any agreement, the member was given at least three weeks to respond.



29.1.12 The College shall not oblige or pressure academic staff members to follow any particular course of action with regard to IP-related matters. The members, at their discretion, have the option to consult with the Faculty Association on IP matters. Members' decisions on IP-related matters shall not be recorded in their performance reviews, shall not affect their performance review adversely in any way, and shall not be an occasion for discipline.

29.1.13 The University of Regina maintains a policy on IP. The Dean shall, from time to time, monitor any changes made to the policy by the University. Nothing in the policy shall contravene the provisions of the Collective Agreement.

## 29.2 **Matters Binding on the College**

29.2.1 In accordance with the Constitution and By-Laws of Luther College, only the Luther College Board of Regents or its delegates have the legal authority to enter into contracts for work which are binding on the College. The parties to such contracts must be Luther College and the contracting agency.

29.2.2 Academic staff members who intend to be parties to an agreement for work where the College may be held responsible or liable for obligations arising through the existence of such an agreement can only do so in a manner whereby the provisions of Article 29.2.1 are met.

## 29.3 **Referring Matters to the Intellectual Property Committee (IPC)**

Any matter related to Article 29 may be referred to the IPC of the University of Regina. For information regarding the composition and duties of the IPC refer to Article 29.2 of the University of Regina Academic Collective Agreement.

## **ARTICLE 30 – INSTRUCTIONAL AND INFORMATION TECHNOLOGY**

- 30.1 In this collective agreement, Instructional and Information Technology is defined as any electronic media used to deliver academic instruction.
- 30.2 The College recognizes that the use of Instructional and Information Technology in the performance of the duties of academic staff members can have unforeseeable implications for the fair and equitable distribution of normal workload amongst these members. The College is committed to ensuring that members receive appropriate recognition through the performance review process for their contributions when Instructional and Information Technology is used in the performance of duties.
- 30.3 When academic staff members receive project funding from an external, public or non-profit agency specifically to develop a course designed around the use of Instructional and Information Technology, the College shall have the right to use the resulting course materials for a period of five years. The five year period shall commence on the first day of lectures of the first term in which the newly-developed course is offered. This right shall extend only to internal use for non-commercial purposes. The College must notify the member(s) in writing, before the member begins to develop the course, that it intends to claim this right. If the member is not provided such notification, the College shall not receive the right to use the course materials. During the five-year period the College shall consult with the member(s) who developed the course concerning scheduling and further development that might be required.
- 30.3.1 If a course is scheduled to be delivered during the period that the College has the right to use the course materials, the appointment for teaching the course shall normally go to the academic staff member who developed it (or if the course was developed by more than one member, to one of the members who developed it). Should the course developer(s) be unavailable or decline to teach the course, the appointment shall go to another member.
- 30.3.2 Normally the academic staff member who first developed a course shall be the one to determine whether it requires any further development and to undertake that work.
- 30.4 The particular expertise, effort, or amount of time necessary for individual academic staff members to prepare Instructional and Information Technology courses varies from one setting to the next and among individuals. It is recognized that preparing and delivering courses using Instructional and Information Technology frequently requires skills and efforts beyond those required for “traditional” courses. Therefore, with the approval of the Dean, courses that employ Instructional and Information Technology shall be deemed to carry a teaching load equal to 1.5 times the credit hours assigned to

the course. Any members teaching such courses on a sessional or overload basis shall be compensated accordingly.

30.5 Matters of intellectual property are governed by Article 29 of this agreement.

## APPENDIX A

### 1. Salary Ranges

Effective July 1, 2014

	<b>Floor</b>	<b>Increments</b>			<b>Normal Ceiling</b>	<b>Merit</b>			<b><u>Merit Ceiling</u></b>
Professor	117,981	9	x	3,287	147,564				
Associate Professor	94,965	9	x	3,064	122,541	3	x	3,064	131,733
Assistant Professor	79,387	8	x	2,848	102,171	3	x	2,848	110,715
Lecturer	63,293	8	x	1,961	78,981	3	x	1,961	84,864
Librarian IV	94,554	7	x	3,064	116,002				
Librarian III	82,100	7	x	2,734	101,238	3	x	2,734	109,440
Librarian II	69,019	6	x	2,405	83,449	3	x	2,405	90,664
Librarian I	60,441	6	x	1,961	72,207	3	x	1,961	78,090
Lab Instructor III	70,444	7	x	2,795	90,009				
Lab Instructor II	64,237	6	x	2,486	79,153	3	x	2,486	86,611
Lab Instructor I	57,065	6	x	2,175	70,115	3	x	2,175	76,640
Instructor III	70,064	7	x	2,795	89,629				
Instructor II	60,911	6	x	2,486	75,827	3	x	2,486	83,285
Instructor I	54,857	6	x	2,175	67,907	3	x	2,175	74,432
Sessional Lecturer III	7,441								
Sessional Lecturer II	6,873								
Sessional Lecturer I	6,588								

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

**Effective July 1, 2015**

	<b>Floor</b>	<b>Increments</b>			<b>Normal Ceiling</b>	<b>Merit</b>			<b><u>Merit Ceiling</u></b>
Professor	120,181	9	x	3,287	149,764				
Associate Professor	97,165	9	x	3,064	124,741	3	x	3,064	133,933
Assistant Professor	81,587	8	x	2,848	104,371	3	x	2,848	112,915
Lecturer	65,493	8	x	1,961	81,181	3	x	1,961	87,064
Librarian IV	99,818	7	x	3,064	121,266				
Librarian III	87,034	7	x	2,734	106,172	3	x	2,734	114,374
Librarian II	73,624	6	x	2,405	88,054	3	x	2,405	95,269
Librarian I	64,602	6	x	1,961	76,368	3	x	1,961	82,251
Lab Instructor III	75,439	7	x	2,795	95,004				
Lab Instructor II	68,923	6	x	2,486	83,839	3	x	2,486	91,297
Lab Instructor I	61,440	6	x	2,175	74,490	3	x	2,175	81,015
Instructor III	75,059	7	x	2,795	94,624				
Instructor II	65,597	6	x	2,486	80,513	3	x	2,486	87,971
Instructor I	59,232	6	x	2,175	72,282	3	x	2,175	78,807
Sessional Lecturer III	7,666								
Sessional Lecturer II	7,098								
Sessional Lecturer I	6,813								

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

**Effective July 1, 2016**

	<b>Floor</b>	<b>Increments</b>			<b>Normal Ceiling</b>	<b>Merit</b>			<b><u>Merit Ceiling</u></b>
Professor	122,381	9	x	3,287	151,964				
Associate Professor	99,365	9	x	3,064	126,941	3	x	3,064	
Assistant Professor	83,787	8	x	2,848	106,571	3	x	2,848	115,115
Lecturer	67,693	8	x	1,961	83,381	3	x	1,961	89,264
Librarian IV	102,018	7	x	3,064	123,466				
Librarian III	89,234	7	x	2,734	108,372	3	x	2,734	116,574
Librarian II	75,824	6	x	2,405	90,254	3	x	2,405	97,469
Librarian I	66,802	6	x	1,961	78,568	3	x	1,961	84,451
Lab Instructor III	77,639	7	x	2,795	97,204				
Lab Instructor II	71,123	6	x	2,486	86,039	3	x	2,486	93,497
Lab Instructor I	63,640	6	x	2,175	76,690	3	x	2,175	83,215
Instructor III	77,259	7	x	2,795	96,824				
Instructor II	67,797	6	x	2,486	82,713	3	x	2,486	90,171
Instructor I	61,432	6	x	2,175	74,482	3	x	2,175	81,007
Sessional Lecturer III	7,916								
Sessional Lecturer II	7,348								
Sessional Lecturer I	7,063								

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

2. **Increments**

Increments shall be awarded to eligible academic staff members on July 1, 2014, July 1, 2015, and July 1, 2016.

If a new collective agreement has not been signed by June 30, 2017, the increments stipulated above for the 2016-17 academic year shall be awarded to eligible academic staff members each July 1 until a new contract is signed.

3. **Normal and Merit Ceilings**

The salaries of academic staff members in the faculty, librarian, laboratory instructor, and instructor categories shall not exceed the relevant normal ceilings specified in the salary-range tables above except by the awarding of merit or by initial appointment above the normal ceiling and below the merit ceiling. (Members appointed above the normal ceiling shall not be eligible for any increments.)

The salaries of academic staff members in the faculty, librarian, laboratory instructor, and instructor categories shall not exceed the relevant merit ceilings specified in the salary-range tables above. Members in the Professor, Librarian IV, Laboratory Instructor III, and Instructor III categories shall not have merit ceilings.

An academic staff member may advance to or beyond the normal ceiling by any combination of increments and merit. Members may advance beyond the normal ceiling only by the number of merit they have received in their current rank or that they have carried forward from their previous rank. Members can carry forward, from the date of promotion to their current rank, the credit for having been awarded one merit in the five years prior to promotion.

4. **Sessional Lecturers**

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

4.1 Sessional Lecturer stipends are based on a three-credit-hour class. Classes for other than three credit hours shall be pro-rated.

4.2 Academic units shall reimburse sessional lecturers for allowable expenses, in accordance with Canada Revenue Agency regulations, related to the specific course(s) to which they have been appointed (to a maximum of \$250 per course) effective July 1, 2015.

5. **Sessional Laboratory Instructors**

Sessional Laboratory Instructors shall be paid per hour of classroom time at the following rates (all of which includes vacation pay of 4/52nds):

Effective July 1, 2014: \$88.22

Effective July 1, 2015: \$90.87

Effective July 1, 2016: \$93.60

**6. Overload Stipends**

Overload stipends shall be set at the Sessional Lecturer I stipend as stipulated in Item 1 above.

**7. Payment for Courses Outside Normal Duties**

Academic staff members teaching a credit course (including any CCE credit course) that is not part of their normal duties shall be paid an overload stipend under either of the following conditions:

- the member has an appointment in the faculty or instructor categories, the member is not on a leave of absence without pay, and the course is administered by a department (or equivalent unit) to which the member is affiliated or with which the member has an established interdisciplinary relationship (note that members in this category may elect to reduce their teaching load in some future semester in lieu of accepting an overload stipend)
- the member has a concurrent full-time appointment in accordance with Article 14.1.1 in the faculty or instructor categories at the University of Regina, Campion College, or the First Nations University of Canada.

Academic staff members teaching a credit course (including any CCE credit course) that is not part of their normal duties shall be paid at the appropriate sessional rate under one or more of the following conditions:

- the member has a concurrent reduce appointment in accordance with Article 14.1.2 in the faculty or instructor categories at the University of Regina, Campion College, or the First Nations University of Canada.
- the member is a laboratory instructor or librarian
- the member has an appointment in the faculty or instructor categories and is on leave of absence without pay
- the member has an appointment in the faculty or instructor categories and the course is in a Department (or equivalent unit) other than that to which the member is



appointed or with which the member has an established interdisciplinary relationship.

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

8.1 For teaching classes coordinated through Luther College and offered outside the city of Regina, academic staff members shall be paid the following travel allowances:

Effective July 1, 2014: within 150 kilometers of Regina: \$360

more than 150 kilometers from Regina: \$560

**Note** If the academic staff member's normal place of residence is closer to the location of the class than the coordinating city, the travel distance shall be calculated from the member's place of residence rather than from the coordinating city.

8.2 Academic staff members who teach a course by means of teleconferencing shall receive an allowance equal in value to the lower of the two travel allowances specified in Item 8.1.

9. The salary ranges stipulated in Item 1 have been determined as follows:

July 1, 2014 Increase salary scales for all academic staff members by in the faculty, librarian, laboratory instructor and instructor categories by \$1,625.

Increase stipends for academic staff members in the sessional lecturer category by \$200.

Increase salary scales for academic staff members in all other sessional categories (excluding sessional lecturer stipends as noted above) by three (3.0) per cent.

July 1, 2015 Increase salary scales for all academic staff members in the faculty, librarian, laboratory instructor and instructor categories by \$2,200.

Increase stipends for academic staff members in the sessional lecturer category by \$225.

Increase salary scales for academic staff members in all other sessional categories (excluding sessional lecturer stipends as noted

above) by three (3.0) per cent.

Drop one (1) increment from the bottom and add one (1) increment to the top of the ranges for librarians, laboratory instructors and instructors. Note: Librarians, laboratory instructors and instructors already at, or above, their normal ceiling in 2014-2015 shall be eligible for an increment as a result of this change.

July 1, 2016      Increase salary scales for all academic staff members in the faculty, librarian, laboratory instructor and instructor categories by \$2,200.

Increase stipends for academic staff members in the sessional lecturer category by \$250.

Increase salary scales for academic staff members in all other sessional categories (excluding sessional lecturer stipends as noted above) by three (3.0) per cent.

The salaries of all academic staff members in the faculty, librarian, lab instructor and instructor categories shall be determined as follows:

July 1, 2014      Increase salaries by \$1,625.

July 1, 2015      Increase salaries by \$2,200. All academic staff members who are below the new floor shall have their salary increased to the new floor.

July 1, 2016      Increase salaries by \$2,200.

10.      **Accountable Professional Expense Account**

10.1      Effective July 1, 2015:

10.1.1      All academic staff members except sessional lecturers shall receive an accountable professional expense account of \$1,900 per fiscal year.

10.1.2      All academic staff members holding an Administrative Appointment as indicated in Article 15 shall receive a \$2,150 accountable professional expense account per fiscal year.

10.2      Persons who are appointed after the beginning of the fiscal year, or whose appointment will terminate during a fiscal year, or who are part-time shall have their accounts prorated accordingly.

- 10.3 The funds in accountable professional expense accounts must be spent in accordance with the College regulations. At no time may they be used for any purchase or expenditure that would be a taxable benefit to the academic staff member.
  - 10.4 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 four times the current amount of funds deposited annually into the account.
  - 10.5 At the end of a fiscal year, funds remaining in an expense account may be transferred to The Luther College Research Trust Fund at the election of the academic staff member.
11. **The Luther College Research Trust Fund**
- 11.1 **The Fund**

There shall be a fund at the College called The Luther College Research Trust Fund, the proceeds of which are to be used solely for legitimate expenses incurred by academic staff members in research and scholarly pursuits. The money in the Fund is vested solely in the College. The signing authority for the Fund is the Dean of the College, or the designate for that title.
  - 11.2 **Donations to the Fund**
    - 11.2.1 Academic staff members may donate to the Luther College Research Trust Fund by:
      - 11.2.1.1 Indicating to the Director of Finance in writing that they wish to donate the total sum payable for the teaching of an extra-session or overload class (such election to be indicated within one week of commencement of teaching the class);
      - 11.2.1.2 Indicating in writing to the Director of Finance that the monthly sum received as part of the administrative stipend shall henceforth be remitted to the Fund, until such time as written notice is forwarded indicating that the donations cease;
      - 11.2.1.3 Making a lump sum donation (not to exceed \$600 in any calendar year);
      - 11.2.1.4 Indicating in writing to the Director of Finance that a monthly sum be deducted from payroll (not to exceed \$50)

and remitted to the Fund, until such time as written notice is forwarded to the Director of Finance indicating that such donations cease.

11.2.2 A charitable donations receipt for income tax purposes shall be issued for all qualifying donations to the fund.

11.2.3 An academic staff member may stipulate that the funds donated are to be made available for specific research and only a person or persons engaging in such research qualify for reimbursement of expenditures from the fund. Any funds so designated remaining in the account five years after the date of last deposit or expenditure shall revert to the general Luther College Research Fund.

### 11.3 **Application to the Fund**

11.3.1 An academic staff member shall make a prior application to the Dean of the College to determine whether all, a limited portion, or none of proposed expenditures will be reimbursed from the Fund upon formal application.

11.3.2 Applications for reimbursement shall be made in the manner prescribed by the Dean, and must be accompanied by proper receipts and comply with normal College procedures.

11.3.3 Expenditures which may be reimbursed must be related to the academic staff member's research or related scholarly and professional activities, and be in the general nature of:

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

11.3.3.2 fees for professional training courses;

11.3.3.3 travel or local expenses related to meetings, conferences, or related to research activities;

11.3.3.4 membership dues in professional associations or learned societies (but not the University Club membership dues);

11.3.3.5 payment to casual and part-time assistants who have been employed directly in the research or in the preparation of

articles, manuscripts or books pertaining thereto;

11.3.3.6 travel expenses incurred in bringing to the College **bona fide** research collaborators;

11.3.3.7 expenditures associated with research assistance such as computer time.

11.3.4 Expenditures may not be reimbursed which would result in a taxable benefit to the academic staff member. Furthermore, no salary, fee, stipends, etc., paid to the individual or to that person's immediate family shall be reimbursed, and no entertainment expenses may be reimbursed.

12. **Administrative Appointment Stipend**

Effective July 1, 2014, the stipend for academic staff members holding an administrative appointment shall be \$5,800 per annum.

## **APPLICATION AND REIMBURSEMENT PROCEDURES**

### **THE LUTHER COLLEGE RESEARCH TRUST FUND**

#### **APPLICATIONS FOR FUNDS**

1. Application for funds will be made in writing to the Dean of the College giving the following information:
  - a) The title of the research project/scholarly work and/or sufficient detail to justify the request.
  - b) The amount of money requested with details of each category of expenditure.
  - c) Is it anticipated that there will be a scholarly publication, performance or exhibition from the work? If so, when?
  - d) Have you applied for or received any other funds for this project/scholarly work? If so, list sources and amounts.
  - e) A current curriculum vitae.
2. The Dean will notify all applicants, in writing, normally within a month, of the disposition of their applications.

#### **APPLICATIONS FOR REIMBURSEMENT**

3. Applications for reimbursement will be made to the Dean of Luther College by submitting the forms (accompanied, where appropriate, by proper receipts and supporting documents) for the following categories of expenditures:
  - a) equipment, supplies and like purchases - Purchase Requisition Form;
  - b) payment of salaries to approved casual and part-time assistants - Payroll Change Forms;
  - c) travel expenses and other allowable expenses/expenditures - Travel or Expense Claim Form.

## APPENDIX B

### THE EDUCATIONAL GOALS of LUTHER COLLEGE, UNIVERSITY OF REGINA

Luther College is a college of the Evangelical Lutheran Church of Canada, federated with the University of Regina. The aim of the College is to provide a quality liberal education in a Christian context.

Luther College is academically integrated with the University of Regina and fully shares its excellent campus and facilities. The University has encouraged the growth of its federated colleges to aid in “presenting, reflecting upon and scrutinizing as broad a spectrum as possible of values and viewpoints”, and to afford some students the opportunity “to become associated, within the broader context of the University with a smaller college environment”. (University of Regina General Calendar, 1977-78)

In carrying out these functions Luther College brings a commitment to liberal education and a Christian perspective, as it seeks to develop the whole person. It provides an educational environment wherein students can develop the intellectual tools which will enrich their personal lives and enhance their service to others, and in which they can pursue the exciting process of self-discovery within a sharing and caring community.

The following specific objectives express the primary aim and ideals of Luther College:

- The Christian Dimension**
1. To provide an education in a Christian context,
    - a) by striving to maintain a Christ-inspired atmosphere in the total life of the College;
    - b) by assisting students to develop a creative and active integration of faith, learning and culture;
    - c) by assisting students to probe the dimensions of the Christian Gospel in relation to their own lives and to society;
    - d) by providing opportunities for Christian worship, study and fellowship;
    - e) by giving counsel and guidance to students who desire to enter church-related vocations.

**Quality  
Liberal  
Education**

2. To provide an education which is broad and liberal, excellent and purposeful,
  - a) by introducing students to major fields of human knowledge and experience;
  - b) by encouraging sound habits of thinking about those ideas and experiences, and by stimulating imaginative and intelligent responses to them;
  - c) by encouraging both faculty and students to strive for high quality standards in their academic performance;
  - d) by making it possible for students to concentrate on one of more areas of learning, and to equip themselves for further education, for a profession, or for life in the contemporary world.

**The  
Whole  
Person**

3. To provide an education that encourages the development of the whole person,
  - a) by placing the educational process within a small, friendly and closely-interacting community of family, staff and students;
  - b) by providing wholesome residential facilities and a broad range of student life services and programs;
  - c) by providing rich opportunities for students to develop all aspects of their person - emotional, physical and spiritual, as well as intellectual.

**Concern  
for  
People**

4. To provide an education that produces concern for people and for the solution of human problems,
  - a) by developing alertness to the needs of others in the immediate social context and awareness of the importance of mutual support;
  - b) by introducing students to local, national, and global issues and problems that seriously affect people, and by encouraging the discussion of possible solutions;
  - c) by bringing to attention practical opportunities for student involvement in social service activities;



- d) by supporting student government, student-organized projects, and student involvement in administrative action, thus developing leadership and responsibility.

**Community  
Service**

- 5. To provide an education that serves the wider community,
  - a) by making contributions to the cultural life of the community;
  - b) by providing stimulation and resources for the study and discussion of significant ideas and issues;
  - c) by encouraging and inviting all community members to take advantage of the College's educational opportunities;
  - d) by encouraging and enabling faculty to make educational and social contributions to the general community through lectures, counselling, research, and other activities.

Although it is an autonomous educational institution, Luther College, in carrying out these objectives, is dependent upon and co-operates with the University of Regina and its other federated colleges.

## **APPENDIX C**

### **MEMORANDUM OF AGREEMENT**

#### **Printing of Collective Agreement**

The Faculty Association agrees, in accordance with previous practice in this regard, that it will prepare any new Collective Agreement (or relevant Appendices, as the case may be) after ratification by both parties. The College agrees that it will purchase from the Faculty Association at cost, a sufficient number of copies of the agreement (or Appendices) to satisfy its own needs and to provide a copy to each member of the bargaining unit as well as to any new members (including Sessional Lecturers) who may be appointed during the term of the Agreement.

Original signed by B. Perlson on behalf of the College and D. Lane on behalf of the Faculty Association.

## **APPENDIX D**

### **INSTRUCTIONAL AND INFORMATION TECHNOLOGY**

The Faculty Association and the College recognize that Instructional and Information Technology is extensively used in teaching and that the terms and conditions associated with such use are changing rapidly. The parties also recognize that this use has an impact on the duties and workloads of academic staff members. The University of Regina has undertaken to establish a committee to study and make recommendations concerning the application and use of Instructional and Information Technology in teaching and implications for duties and workloads of members. The College agrees to study the findings of said committee, and adopt its recommendations if they are agreeable.

## APPENDIX E

### TIMELINES

#### General

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

#### Performance Review Sequence

November 30	<ul style="list-style-type: none"><li>▪ Deadline for application for promotion, merit, or tenure and submission of supporting documentation (for promotion and/or tenure only).</li><li>▪ Deadline for submitting the names of three referees for academic staff members applying for promotion to Professor or Librarian IV, or applying or being considered for tenure.</li><li>▪ Deadline for academic staff members not due for a performance review to request a performance review.</li><li>▪ Deadline for notification of tenure-track faculty members subject to earlier-than-normal review in accordance with Article 17.3.</li></ul>
December 15	<ul style="list-style-type: none"><li>▪ Deadline for academic staff members with tenure-track appointments to submit their Annual Information Forms and supporting documentation.</li></ul>
January 31	<ul style="list-style-type: none"><li>▪ Deadline for academic staff members with term or tenured appointments to submit their Annual Information Forms and supporting documentation.</li></ul>
March 31	<ul style="list-style-type: none"><li>▪ Deadline for academic staff members with tenure-track appointments to be informed concerning renewal of appointment or granting of tenure.</li></ul>
Within 30 days of notification and no later than April 30	<ul style="list-style-type: none"><li>▪ Deadline for academic staff members to file notice of appeal with the Faculty Association of the non-renewal of a tenure-track appointment or the denial of tenure.</li></ul>

- June 30
- Deadline for academic staff members to be informed about granting of increment, merit, and promotion.
- July 1
- Decision on career progress takes effect.
  - Increments awarded to academic staff members not being reviewed.
  - Deadline for the Dean or equivalent to inform academic staff members not normally due to be reviewed that they are going to be reviewed.
- August 15
- Deadline for academic staff members to file notice of appeal with the Faculty Association.

### **Sabbaticals**

- October 1
- Deadline to apply for a sabbatical in the ensuing academic year.
- By December 31
- Deadline for Dean or equivalent to notify academic staff members of decision.
- By February 28
- Deadline for academic staff members to cancel a sabbatical that has already been granted.

## **APPENDIX F**

### **ACCOMMODATION OF MEMBERS WITH DISABILITIES**

1. Any academic staff member with a medical disability, physical or non-physical in nature, whether permanent or temporary, has the right to accommodation. Such accommodation shall be reasonable and limited only by evidence of undue hardship on the College and in compliance with The Saskatchewan Human Rights Code.
2. The purpose of accommodation is to give academic staff members with disabilities a reasonable opportunity to achieve the full potential of their careers within the context of their medical capabilities.
3. The development of an accommodation plan can be initiated by the affected academic staff member or the College upon receipt of medical documentation verifying a disability. The College may seek additional, or clarifying, information from the member's treating registered Health Care Practitioner(s), who is duly licensed to prescribe and administer medical treatment. As well, there may be occasions where the College will seek an independent medical assessment. The academic staff member, the College, and the Faculty Association each have responsibilities in the accommodation process, and will work collectively to identify an appropriate method of accommodation.
4. Article 3 applies to the accommodation of members with disabilities.

## APPENDIX G

### GENERAL PROCEDURES FOR TRIPARTITE BOARD REVIEW

The purpose of these procedures is to outline an agreed upon process when a Tripartite Board review is conducted in accordance with Article 17.17.4 of the Luther College Academic Collective Agreement.

1. An academic staff member can request, in writing to the Dean, that a Tripartite Board (the Board) be formed to determine whether or not comments made in a performance review (whether by the performance review committee, the Dean or the President) be excised or amended. The Dean may also refer the matter to the Board.
2. The composition of the Board shall be determined in accordance with Article 17.17.4.
3. The academic staff member and the Dean will be apprised of the composition of the Board. Should either party express, and demonstrate, a conflict of interest with a member of the Board, an alternate member shall be chosen in accordance with Article 17.17.4.
4. A representative from the Faculty Association and a representative from the College will meet to determine the material that will be provided to the Board. The material will include the following:
  - previous correspondence between the Dean 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. Should a conflict of interest be expressed, and demonstrated, this process will be suspended until an alternate member for the Board can be chosen. 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 College, and a representative from the Faculty Association. This meeting will be held to inform the Board of their responsibility under Article 17.17.4 and to determine if any member of the Board has a conflict of interest with either the academic staff member or the Dean.

The representatives from the College 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 nor the Dean 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 College and the Faculty Association along with the rationale for their decision.
8. If the comments are to be excised or amended, Human Resources 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 review process will be suspended until this stage is complete. Upon completion of this stage, there will be a seven day period in which to proceed to the next stage of review.

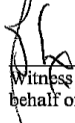


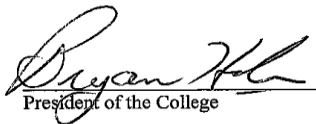
**APPENDIX H**  
**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**LUTHER COLLEGE**  
**AND**  
**UNIVERSITY OF REGINA FACULTY ASSOCIATION**  
  
**REGARDING SALARY AND COMPENSATION**

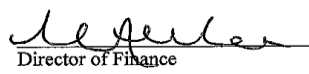
The parties agree to meet to discuss salary and compensation adjustments following the ratification of subsequent University of Regina/URFA Collective Bargaining Agreements.

IN WITNESS THEREOF the parties have caused these presents to be executed this 17<sup>th</sup> day of March, 2016.

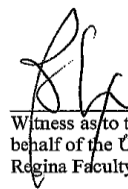
LUTHER COLLEGE, represented by:

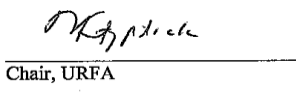
  
\_\_\_\_\_  
Witness as to the signatures on behalf of Luther College

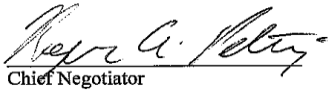
  
\_\_\_\_\_  
President of the College

  
\_\_\_\_\_  
Director of Finance

THE UNIVERSITY OF REGINA FACULTY ASSOCIATION, represented by:

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

  
\_\_\_\_\_  
Chair, URFA

  
\_\_\_\_\_  
Chief Negotiator

  
\_\_\_\_\_  
Member of Negotiating Committee