DEFINITIONS

Throughout this agreement the term:

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

Academic unit for the purposes of this agreement refers to a Faculty, an academic department, or other unit such as the library, CCE, or IF La Cité, in which the academic staff members conduct their duties.

Dean includes Deans of all faculties, the University Librarian, Director of CCE and Director of IF La Cité, and refers to the person who, subject to the authority of the President, has responsibility for a Faculty or an equivalent academic unit.

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 University of Regina Academic Bargaining Unit is a part of the Faculty Association certified by the Saskatchewan Labour Relations Board on 10 May 1977.

The University means The University of Regina. It does not include the University’s federated or affiliated colleges.
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 as set forth in The Saskatchewan Human Rights Code (subject to pension and benefits provisions), The Saskatchewan Employment Act, and The Occupational Health and Safety Act, 1993 (Saskatchewan). Regulations.

*The Occupational Health and Safety Act, 1993 (Saskatchewan) Employment Act* 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, and receipt of public assistance.

The parties further agree there shall be no harassment and/or discrimination on the basis of inclusion or activity in the Association or the Bargaining Unit, nor with respect to any academic staff member who, in a professionally responsible manner, expresses disagreement with the policies and procedures of the University. If there is dispute about whether a member has behaved in a professionally responsible manner, the issue shall be subject to the grievance/arbitration process.

3.2 *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.

3.3 The parties recognize the value of diversity in the University community and are committed to ensuring equal opportunities for all employees. The University 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 women, Aboriginal peoples, persons with disabilities and visible minorities.

3.4 The University 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.

3.5 The Faculty Association shall have reasonable representation on the University’s Employment Equity Consultative Committee.
The Employment Equity Consultative Committee shall:

- serve as a vehicle for discussions between the parties concerning the development, implementation and monitoring of the objectives established above;

- assist academic units in the development, amendment, and maintenance of hiring goals and other measures to eliminate barriers facing equity-seeking groups;

- advise the University and the Faculty Association on setting employment equity goals, amending the Collective Agreement to achieve employment equity goals, and the identification and implementation of best practices in this area.

The Employment Equity Consultative Committee shall meet at least four times throughout the year and report annually to the University and the Faculty Association.

3.6 When recruiting academic staff members, the University shall:

- ensure that all advertisements reflect the University's commitment to employment equity and encourage self-identification;

- ensure whenever possible that search committees have appropriate gender representation from designated groups and an observer from outside the academic unit present during the deliberations;

- ensure all search committee members are apprised of their responsibility for employment equity.

3.7 The University 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 shall not be deemed a violation of this Article.

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

3.9 The University maintains a Conflict of Interest and Conflict of Commitment policy.

3.10 When an academic staff member faces harassment or discrimination, the member may seek redress through the Respectful Work and Learning Environment Policy of the University of Regina, the grievance/arbitration procedures of Article 21, or any other recourse allowed by law, which may include a change in physical location.

The parties agree that harassment and/or discrimination may result in discipline as per the process delineated in the Respectful Work and Learning Environment Policy of the University of Regina. A member who is disciplined may grieve any discipline imposed.

The University, in consultation with the Occupational Health and Safety Committee, shall review the Respectful Work and Learning Environment Policy every three years.
ARTICLE 4 - RECOGNITION

4.1 Scope
The University recognizes the Faculty Association, which is a member of the Canadian Association of University Teachers, as the exclusive bargaining agent of the members of the bargaining unit, as defined by the Certificate of the Saskatchewan Labour Relations Board dated at Regina, Saskatchewan, on the tenth day of May 1977, as may be amended from time to time by the said Board or by mutual agreement of the parties to this agreement.

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

The University 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 University.

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

The University 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, except in unusual circumstances.

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.

In exceptional circumstances when the University cannot get the information about the contract to the Faculty Association in the time stipulated above, the information shall be sent as soon as possible, with a full explanation of the reason for the delay.

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

4.3 Secondment

4.3.1 The University 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 University 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 department heads or other appropriate person shall be provided with a copy of the secondment agreements.
ARTICLE 5 - ACADEMIC PLANNING

5.1 The University and the Faculty Association recognize the importance of the University engaging in a planning process to permit the University to fulfil its obligations. Such planning shall be undertaken in the spirit of collegiality and with open communication in a timely manner.

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 University shall be made by the bodies charged under The University of Regina Act with these responsibilities.

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 University 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 University and the Faculty Association recognize that the quality of instruction depends significantly upon the maintenance and development of full-time academic staff to teach credit courses. The University is committed to maintaining the quality of instruction at this institution and shall work toward decreasing the proportion of (full-time equivalent) sessional to full-time appointments.

5.5 When implementing a significant planning initiative, service, or program, department heads or Deans shall give due consideration to the 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 University shall be fair, transparent, equitable, and consistent with the terms of the collective agreement. The University shall inform academic staff members of changes to policies, or new policies, affecting them. The University shall consult with academic staff members, per Article 5.11, on significant changes to policies before implementing them.

Academic staff members shall not be censored or disciplined by the University for criticizing University decisions or policies. This stipulation does not override academic staff members’ responsibilities as defined in Article 2.2, or the rights of the University under Article 15.4. When offering criticism, academic staff members are still expected to comply with University policies and may be disciplined for contravening them, in accordance with Article 22.

5.7 The number of academic staff members with Instructor appointments, excluding non-credit Instructors in the ESL Program and the Institut français La Cité, shall not exceed thirteen per cent (13%) of the number of in-scope members in the faculty category with tenure-track and tenured appointments. Before any proposed new Instructor position is advertised, the University shall verify that such an appointment will not result in this limit being exceeded.

The thirteen per cent (13%) limit excludes an agreed-upon number of academic staff members currently holding Instructor appointments. As these Instructors leave employment at the University, the number of Instructors excluded from the thirteen per cent (13%) limit shall be reduced to zero.

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

5.9 Retraining

The University 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 University and the member shall develop the program in consultation with the Faculty Association, and the University shall give consideration to full or partial payment of tuition, travel and associated expenses. Before the leave of absence commences, the University 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 current academic unit 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 agreement between the member and the University, 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, or benefits. If the University no longer requires performance of the work associated with the member’s duties outlined in Article 16, the University 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 University or the academic staff member, shall not be refused unreasonably. The Faculty Association shall be present at all ensuing discussions between the University 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, 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. Consultative meetings shall be called by the Dean or the appropriate department head or equivalent.

Attendance and voting procedures for these consultative meetings shall be determined at a general meeting of the academic unit.

The results of the consultative process are advisory to the Dean or department head or equivalent. Following consultation in committee the academic administrator in receipt of advice from the committee shall respond to this advice in a timely manner.
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 election or appointment to the Board of Governors shall not be treated differently from members of the bargaining unit with respect to terms and conditions of employment by reason of their membership on the Board of Governors.
ARTICLE 9 - ASSOCIATION ACTIVITY AND USE OF UNIVERSITY PREMISES

9.1 The University agrees to provide to the Faculty Association, exclusively for the conduct of Faculty Association business, office space, telephone (not including long distance or FAX charges), internet, e-mail and the use of the internal University mail delivery service. The mail service is to be used only for Faculty Association communications. The Faculty Association recognizes that there may be circumstances beyond the control of the University that would prevent the provision of some, or all, of the above services.

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

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

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

9.4 The University agrees 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 University policy.

9.5 The University agrees that the Faculty Association officers, negotiators, and members acting on behalf of the Faculty Association may use time during regular University office hours for the purpose of preparing for and conducting negotiations, and conducting Faculty Association business. Since the duties of the academic staff member are to be continued, prior notification of absences is required.

It is recognized that from time to time members representing the Faculty Association may need to attend conferences, meetings and workshops, on and off-campus. The Faculty Association may use up to fifty person-days annually for this purpose providing the members' teaching and related duties are carried out and that the Dean is notified in writing. If requested to do so, the Faculty Association shall account for days used.

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.

9.7 Teaching Releases and Sessional Stipends

9.7.1 Teaching Releases
The University will provide the Faculty Association with teaching releases for tenure, tenure track and term academic staff members equal to nine (9) courses per academic year. The Faculty Association may, at its discretion, direct the University to pay the monetary value of up to three of these teaching releases, to sessional lecturers who are participating in Association activities in that year and are members of the bargaining unit. One additional teaching release will be provided each semester during active collective bargaining negotiations for the Chief Negotiator of the University of Regina Academic Staff Members bargaining group. Should an academic staff member be the Chief Negotiator during active collective bargaining negotiations for the University of Regina Administrative, Professional, and Technical bargaining unit, the Faculty Association may, at its discretion, use a teaching release for this collective bargaining activity.

With the approval of the Dean, the Faculty Association may purchase additional course teaching releases on behalf of the tenure, tenure track and term academic staff members who are elected to Association positions.

These academic Academic staff members shall discuss potential arrangements for course teaching releases with their Dean, prior to making commitments that require teaching releases.
In the case of an academic staff member whose normal duties do not include teaching, equivalent relief shall be provided.

9.7.2 Sessional Stipends

The Faculty Association may, at its discretion, direct the University to pay to the Association the monetary value of up to three (3) sessional stipends in lieu of the teaching releases outlined in Article 9.7.1. These stipends may only be used by the Faculty Association in order to compensate sessionals who are members in good standing of the Faculty Association.

9.7.3 Annually, the Faculty Association shall submit a written request to the Associate Vice-President (Human Resources) indicating the number of teaching releases and/or sessional stipends required and the Associate Vice-President (Human Resources) shall ensure that the relief here stipulated is provided.

In the case of a member whose normal duties do not include teaching, equivalent relief shall be provided.

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

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

Relief shall be provided only for individuals holding these positions who are employees of the University of Regina.

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

9.11 The Faculty Association shall have the right at any time to call upon the assistance of representatives of the Canadian Association of University Teachers. Such representatives shall have access to the University of Regina premises to consult with members, Faculty Association officials or the University.
ARTICLE 10 - INFORMATION

10.1 Information Concerning Employees
By July 31st of each year, the University 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
- category and 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 department heads, stipends, and start and end dates of the appointment

10.1.3 a list of all sessional lecturers holding priority and preference in accordance with Article 13.7

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

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

10.1.6 a list of all tenure, tenure-track faculty and librarian positions.

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

10.2 The University shall collect annually the data on the number of credit courses taught by faculty, instructors and sessional lecturers at the University of Regina. In October of each year, the University shall provide these data and appropriate comparative statistics on appointment categories to the Faculty Association.

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

10.3 The University shall supply to the Association on July 31st 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 University shall provide the Faculty Association a written update to the material for the previous month, indicating any additions, deletions, and changes, and the reasons (termination, resignation, leave, etc.) for such changes, **excluding information provided through Article 10.1.3.**

The University shall maintain and distribute at least thirty (30) days prior to the start of each semester an updated sessional priority and preference list as described in Article 10.1.3 to the Faculty Association, Deans, Directors, and Department Heads.

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

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

10.6 **Correspondence**

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

10.7 **Official File**

There is only one official file for each academic staff member and it shall be located in Human Resources. Copies of the data contained in the file in Human Resources may also be kept in the academic unit.

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

The file shall contain only material pertinent to the academic staff member’s employment with the University in an academic staff position. It shall not contain any anonymous material except for aggregated and summarized student course/instructor evaluations as indicated in Article 17.18. Each entry shall be officially date stamped as of the day it arrives in Human Resources.

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

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

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

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

A letter of reprimand and all associated documents shall be removed from the file upon written request from the academic staff member after a period of three years, provided there has been no documented disciplinary action 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 12 – POSTINGS AND APPOINTMENTS

12.1 Postings

12.1.1 Except for sessional priority appointments or unusual circumstances, all academic staff positions shall be advertised on the Human Resources careers page at http://www.uregina.ca/hr/careers, and such advertisements shall adhere to the University's Employment Equity and Diversity Policy with respect to advertising. If circumstances preclude an advertisement from being posted in the normal way, the Faculty Association shall be informed prior to the advertisement being posted, and the University shall post the position for no less than forty-eight (48) hours.

12.1.2 For sessional credit courses not filled by priority candidates, these web advertisements shall be posted at least two 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 for a minimum of two weeks. The posting shall include the course number, title, day and time of the course (where these are known).

All advertisements for sessional appointments shall indicate that a written copy of the appointment procedures is available upon request to either the University or the Faculty Association.

Applications for sessional lecturer and course developer positions shall include a curriculum vitae and a teaching dossier. This shall be kept in the official 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 and Course Developers may also provide updated information to the file at any time.

For all other sessional appointments, these web advertisements shall be posted in a manner agreed to between the University and the Faculty Association.

12.1.3 The University will establish an electronic distribution list available to individuals wishing to be notified of postings for academic staff appointments on the Human Resources careers page.

12.2 Appointment Process

All academic staff appointments shall be made by the University after consideration of recommendations from the appropriate Dean. Such recommendations shall be made only after consultation in committee with the appropriate Department(s) or equivalent unit(s), or, other procedures as determined by the consultation in committee provided for in Article 5.11. If the University rejects a recommendation, the Department shall be informed of the reasons for the University’s decision.

The Dean shall ensure that appropriate procedures are established and followed to enable academic staff members within the academic unit to participate appropriately in the process of recruitment. To this end, the members of a department shall participate in the appointment process within the academic unit through established procedures.

When establishing the procedures noted above, the Dean (or designate) shall consult with the academic staff members of the appropriate unit in committee. Appointment procedures shall be reviewed from time to time by the Dean and the members of the appropriate unit. The Dean shall maintain copies of these procedures. The University’s Employment Equity and Diversity Policy shall be appended to such procedures.

Such a review is to be initiated either at the request of the Dean (or designate) or the academic staff members of the appropriate unit, as ascertained by a motion to that effect passed at a meeting of the members of the unit. Members of the unit and the Faculty Association shall be informed in writing of the new appointment procedures before they are implemented.
The appointment process shall follow the guidelines prescribed by the University Employment Equity and Diversity Policy.

Signed written recommendations and statements by academic staff members of the academic unit with respect to the proposed academic appointment shall be appended to the recommendation(s) forwarded by the Dean to the University. All materials shall be retained in accordance with the University’s Records and Information Management Policy.

12.2.1 Sessional Appointment Procedures

Sessional lecturers with priority status (per Article 13.7) shall be notified of available sessional lecturer contracts at least three weeks prior to the posting deadline. Sessional lecturers with priority status will have two weeks to respond indicating their interest in specific courses. The sessional’s written response shall be considered an application and their expression of interest to teach those specific courses.

If no qualified sessional lecturer on the priority list applies for a particular course(s), the academic unit may conduct a separate competition for the course(s) in question following the process outlined per Article 12.1.2.

All academic units shall have formal written procedures for making recommendations for, and appointments of sessionals. These procedures shall follow the guidelines prescribed by the University Employment Equity and Diversity Policy and shall at a minimum stipulate what role the unit will assign to educational credentials, teaching experience, and professional or other experience in assessing applications. 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 academic unit.

All advertisements for sessional appointments shall indicate that a written copy of the appointment procedures is available upon request.

12.3 Except Appointments shall be made in unusual circumstances, all academic staff positions shall be advertised on accordance with the Human Resources careers page at http://www.uregina.ca/hr/careers formal written procedures established above and such advertisements shall adhere to the University’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). Human Resources shall notify sessional members by email describing all new postings within the bargaining unit and where they can be accessed on the University website.

For all other sessional courses, these web advertisements shall be posted in a manner agreed to between the University and the Faculty Association.

offered to qualified applicants with preferential or priority status as per Article 13.7 prior to considering applicants without preferential or priority status. Normally, all sessional appointments shall be made at least forty-five days prior to the start of the semester. If circumstances preclude an appointment 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 Signed written recommendations and statements by academic staff members of the academic unit with respect to the proposed academic appointment shall be appended to the recommendation(s) forwarded by the Dean to the University and shall be destroyed once a decision has been made.

12.5.12.3 Appointment Offer and Acceptance
Each academic staff member appointed by the University 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 appointment letters shall also indicate the start and termination dates of the appointment. The and stipulate that the University acknowledges that sessional lecturers may have preparatory work to do before the start date and sometimes may have to deal with grading tasks after the termination date. Sessional The letter shall also state that sessional lecturers are not required to respond to inquiries from students or the academic unit after the final grades have been approved by the Dean or equivalent, provided they have ensured that the academic unit is in possession of all materials needed to process any formal grade appeals and deferred exams.

An 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 University 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.

12.64 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. For members whose appointments have not yet commenced or have already ended, the timing and extent of library privileges may be constrained by legal agreements between the University of Regina Library and its service providers.

12.25 Where an appointment is made with responsibilities in more than one academic unit, the academic staff member shall be informed in writing, at the time of the appointment, regarding the procedures to be used under Article 17 for Performance Review. A copy of the procedures shall be provided to the Faculty Association along with the appointment letter.

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

12.86.1 For courses offered through the Centre for Continuing Education, sessionals shall be compensated for course cancellations as follows:

- Certificate courses, UR XCelerated courses and face-to-face courses offered in Regional Colleges: if the course is cancelled in less than fifteen days prior to the start of class.
- For all other courses: if the course is cancelled less than fifteen days prior to the start of the semester.
Compensation shall consist of a cash payment equal to one-third of the stipend indicated in the original letter of appointment.

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

12.86.3 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 University 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/Clinical Instructors**
Every appointment of a laboratory or clinical instructor is made at one of the following ranks:
- Laboratory/Clinical Instructor III
- Laboratory/Clinical Instructor II
- Laboratory/Clinical Instructor I

13.4 Any of the titles outlined in Articles 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 University.

13.5 **Instructors**
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 or designate, in consultation with the appropriate department head or equivalent, shall assess the member’s professional experience, credentials, and teaching experience.

13.6 **Sessional Lecturers**

13.6.1 Every appointment of a Sessional shall be to one of the categories as defined in Appendix A.
13.6.2 Sessional Lecturers

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

Sessional Lecturer IV
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 12 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 15 three credit hour courses or equivalent.

Sessional Lecturer IV: the academic staff member qualifies as a Sessional Lecturer II or III and has achieved priority status in accordance with Article 13.7.

An ESL/La Cité Sessional Lecturer shall move from one Sessional Lecturer rank to the next by either meeting the educational requirement specified above or upon the completion of fifteen hundred (1500) hours of instruction.

The Dean or designate, in consultation with the appropriate department head or equivalent, shall assess professional experience, credentials, and teaching experience to determine the appropriate level of appointment.

Academic staff members, in the faculty ranks, who retire from the University of Regina and who later agree to teach on a sessional basis shall be classified at the Sessional Lecturer III level.

For appointment to a higher rank, a Sessional Lecturer must have achieved the necessary qualifications. When qualifications have been met prior to commencement of the class, the appointment shall be revised to the higher rank.

13.7 Preference and Priority Status for Sessional Lecturers

13.7.1 In recognition of experience and demonstrated success, the University shall give preference in sessional contracts to individuals who have been academic staff members for completed at least five contracts in total, in at least three distinct semesters, in the past three years. This provision applies to academic staff members, in the faculty ranks, who have retired from the University of Regina and teach on a sessional basis shall acquire preference following their first appointment.

The University shall give priority status in sessional contracts to individuals who have completed twenty-five (25) or more sessional lecturer contracts (2500 hours for ESL or La Cité) in the past five years. These individuals shall be eligible to receive pre-posting offers within that unit in accordance with Article 12.2.1.

Members shall have preference and priority only in one Faculty or equivalent unit at a time; and the above eligibility criteria must have been met within that unit alone. If a member is eligible for preference and priority within multiple units, the member shall choose which unit to which their preference and priority shall apply.
These provisions shall apply unless a member has been informed in writing by the Dean that their performance, in accordance with Article 16 has been determined to be unsatisfactory—through the review process outlined in Article 17. The sessional lecturer must be qualified to teach the course(s) in question.

13.7.2 In applying Sessional lecturers with priority status shall be considered for courses, sessional lecturers may claim preference for in advance of postings within an academic unit to a maximum of three (3) pre-posting offers. Sessional lecturers with preference but not priority may claim said preference for a maximum of four (4) courses per semester. If a course assigned on the basis of priority or preference is cancelled, the member may claim priority or 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 priority or preferential status shall be extended for an additional four months.

13.7.3 Members shall maintain their priority or preferential status for a period of up to two years from the time of their last sessional appointment at the University.

13.7.4 When more than one applicant for a sessional posting holds priority the same status, the contract shall be offered to the candidate who is most qualified for the position in accordance with Article 12.2.1. In cases where two or more candidates are equally qualified, a decision will be guided by the formal written procedures established in Article 12.2.1 and the 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 When an instructor position becomes available in an academic unit, a sessional who has taught for five consecutive years at the University of Regina and who has taught twenty-five credit courses (2500 hours for ESL and La Cité sessional lecturers) or more within that academic unit, shall be given first consideration as a right of first refusal among the applicants for the position. Such consideration is contingent on the member meeting the qualifications defined in the job description for the available Instructor position.

13.7.6 The University in conjunction with the Faculty Association shall annually inform Deans, Directors, Department Heads and academic staff members of these preference provisions and their application.

13.7.7 The University shall maintain and in July distribute to Deans, Directors, and Department Heads the sessional priority and preference list as described in Article 10.4, Article 10.3.

13.8 An academic staff member with an appointment in the laboratory instructor or librarian category who is appointed by the University 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
Academic staff members are assigned to Faculties (and, where appropriate, to departments or equivalent units). Interdisciplinary appointments may be made and letters of appointment shall indicate the primary academic unit to which a member is assigned. This shall determine the unit to which the member belongs for the purpose of performance review and for actions arising 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 assigned. 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 University’s students and enhances the University’s academic reputation. As finances permit, the University shall plan its employment practices in accordance with this view.

14.1 The University 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 University 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 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 University the need no longer exists.

14.3 The University 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 University 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 University offer it.

14.3.3 Tenure-Track
A tenure-track appointment is normally for a period of two years following the date on which an academic staff member is first appointed. It 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 academic staff member should be afforded 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 an academic staff member has met the relevant performance standards and shows promise of future contributions that will enhance the University’s academic reputation. Normally the member’s eligibility for an appointment with tenure shall be determined during a prior probationary period at the University. 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

The University shall work to reduce the proportion of sessional appointments. The University shall report annually to the Faculty Association – University Relations Committee, in accordance with Article 6, on the progress of achieving this objective.

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 University 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 academic staff 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 twelve months. Term appointments may be made for less than twelve months in 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 and experience.

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 University, renewal of a term appointment beyond the fifth year shall be by mutual agreement of the University and the Association. The University shall specify the applicable funding source.

14.4.2.6 Should an academic staff member subsequently receive a tenure-track appointment at the University, time spent in a term appointment at the University shall count towards the
fulfilment of the probationary period. This condition may be waived if, in the judgement of the Dean 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 satisfactory performance) 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 University 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 University, the probationary period may be extended for two additional years to a total of seven years. The University’s concurrence shall not be withheld unreasonably. Reasons for denying such a request shall be communicated in writing to the 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.

With the exception of ESL and IF, as student demand for courses permits, Instructors with less than full-time appointments shall be given the opportunity of having their appointments increased to full-time appointments prior to any other Instructors or Sessional Lecturers being appointed in the units where these Instructors hold their appointments. Such Instructors’ modified appointments shall then be included in the thirteen per cent (13%) limit under Article 5.7.

14.6 Research Chairs

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

14.6.1 The number of Research Chair positions across the University shall not exceed seven per cent (7%) of all in-scope tenure-track and tenured appointments within the faculty category. The limit of seven per cent (7%) shall only be exceeded by agreement of the parties.
14.6.2 All Research Chair positions shall be advertised, and such advertisements shall adhere to the University’s employment equity policy with respect to advertising. At the time when the advertisement is placed, members of the academic units to which the discipline of the position is related shall be notified in writing.

14.6.3 Applications and nominations for Research Chair positions shall be made to the Dean of the academic unit in which the position is to be located. The normal procedures of appointment within the academic unit shall be used to fill the position. Within departmentalized faculties, the Dean shall establish appointment procedures for Research Chairs in accordance with the provisions of Article 12 of the Collective Agreement.

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 University of Regina. The presentation shall be announced to all academic staff members and all members shall be provided with an opportunity to familiarize themselves with the candidate and provide written recommendations and statements, in accordance with Article 12.4 of the Collective Agreement.

For inter-faculty Research Chair positions the applications and nominations shall be made to the Vice-President (Research) who will consult with the appropriate Deans. The employment offer shall include the designated home Faculty.

14.6.4 Where the initial recommendation is to make an appointment with tenure the Dean shall notify academic staff members in the academic unit(s) 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 this rank elsewhere, appointments at the rank of Professor shall be considered by the Campus Promotion Committee in accordance with Article 17.16 of the Collective Agreement.

14.6.5 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 relevant Criteria Document. Any modifications to review procedures or criteria shall be made only after consultation in committee, and 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.

14.6.6 At all levels of the nomination, recommendation, and appointment process, those involved shall make explicit attempts to address equity issues. The University Equity Report shall specifically report on the steps it has taken to ensure that equity issues have been addressed in Research Chair programs.

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

14.6.7 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.

14.6.8 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.
14.7 **Appointment of Academic Staff Members as Fellows**

The University may appoint academic staff members as Fellows. When the appointment involves payment of a salary stipend, the appointment is subject to the following conditions.

14.7.1 The stipend must originate from sources external to the University. Prior to the establishment of any such program, the University shall provide details to the Faculty Association, stating the University’s intention to proceed with the program and any relevant salary stipend.

14.7.2 The salary stipend shall be included in benefit calculations.

14.7.3 Where the appointment is that of an academic staff member currently employed by the University of Regina, the position shall be advertised within the University. The advertisement shall state the qualifications required for the position, the amount of the stipend, the term of the appointment, and any other relevant conditions. Applications of all members who meet the qualifications shall be considered.

14.7.4 Where the appointment involves recruitment of a new academic staff member, the University shall follow the normal recruitment procedures of the academic unit to which the member is appointed.

14.7.5 When appointing an academic staff member as a Fellow, the University shall establish a selection committee, chaired by the Vice-President (Research), to review all applications and make a recommendation to the Vice-President (Research), who shall make the appointment. Upon request by an applicant, the Vice-President (Research) shall explain the rationale for the appointment.

14.7.6 An academic staff member may be appointed as a Fellow for up to five years, with the possibility of renewal through the above procedures.

14.7.7 All appointees shall hold in-scope academic appointments during the term of appointment as Fellow. Appointees may be seconded to a Centre or Institute for the term of the appointment, but shall be reviewed through the normal performance review procedures of the academic unit, as outlined in Article 17 of the Collective Agreement. The director of the seconding Centre or Institute, or designate, shall be given an opportunity to provide written input to the initial reviewer, with a copy to the appointee.

14.7.8 The terms of the appointment, including the stipend, term, and duties of the Fellow shall be stated in a letter of appointment, which is provided to the academic staff member at the time of appointment, with a copy to the Faculty Association. The duties of Fellows are primarily research duties. Fellows are also expected to teach at least one course per academic year, engage in graduate supervision, and participate in the administration of the academic unit to which they are appointed.

14.7.9 Where the Fellow has reduced duties in the academic unit in which the appointment is made, the Dean must agree to the appointment of the Fellow. The University shall provide funds to the academic unit, sufficient to provide for a term appointment, to replace the duties of the Fellow.

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

Without prejudice, the University or 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.

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

14.8.2 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.

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

14.8.4 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 a member on reduced appointment may not return to full-time duties or change the percentage reduction in duties unless approved by the University.

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

14.8.6 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 16 - PERFORMANCE OF DUTIES

16.1 **Academic Staff Members**

In accepting an appointment at the University, academic staff members agree to the duties prescribed for their category. Members are responsible to the appropriate Head and/or Dean for the performance of all their University duties, assigned or otherwise.

16.1.1 The duties of a faculty member shall normally include:

a) teaching and related duties;

b) scholarship, research, and creative or equivalent professional activities; and

c) service.

16.1.2 The duties of a librarian shall normally include:

a) position responsibilities consistent with the status of a professional librarian and associated with serving the needs of the University Library and the University community including instructional activities;

b) scholarship, research, and creative or equivalent professional activities; and

c) service.

16.1.3 The duties of an instructor shall normally include:

a) teaching and related duties; and

b) service.

16.1.4 The duties of a laboratory or clinical instructor are to provide support for academic programs and shall normally include:

a) library instruction teaching and related duties in a clinical, laboratory, and/or community setting;

b) laboratory and/or clinical course development, and related professional activity, and;

c) where appropriate, operational oversight for a laboratory and/or clinical environment; and

cd) service.

16.1.5 The duties of a sessional lecturer are teaching and/or related duties as specified in their appointment letter. In some cases, the work of sessionals may include the task of developing, or making major revisions to, an asynchronous course.

Article 16.4.2 shall not apply to sessional lecturers, sessionals.

16.2 **Activities as Related to Duties**

16.2.1 The following lists of activities as related to duties are understood not to be exhaustive. Faculty Criteria Documents shall further develop these lists with a view to ensuring that 1) all the activities in which members engage in pursuit of their duties are duly recognized in performance review and in considerations of workload, and 2) members, depending on the duties corresponding to their appointment, are enabled to provide adequate and effective teaching, maintain a productive level of scholarship, research, and creative or equivalent professional activities, and perform service both within the University community and to the external communities. A Faculty may determine collegially the relative weightings or priorities among the activities thus identified, and that certain activities may contribute to more than one category of duties. It is expected that some variation in activities within each category of duties will exist due to the unique characteristics of an academic area.

16.2.2 Teaching, instructional activities, and related duties shall include all activities in which members engage to prepare, deliver, or support the curriculum:
- contributing to the creation, content, implementation and delivery of graduate and undergraduate academic courses
- being accessible to students for consultation and mentorship
- the teaching component associated with the supervision of undergraduate and graduate students
- all other activities in which members engage to prepare and deliver curriculum

16.2.3 Research, scholarship, and creative or equivalent professional activities include the following, but may include additional activities if agreed to by the Faculty:
- intellectual and creative contributions to research and scholarship and critical or creative work
- dissemination of such work through publications, presentation of scholarly papers, exhibitions and performances, and other means
- community-engaged scholarship and the particular forms of dissemination that stem from it
- peer review or other forms of engagement with the scholarly work of others
- the research component of the supervision of student research and theses
- seeking external research funding as appropriate to the discipline and the member’s research profile
- the scholarship of teaching, which consists of original and innovative thought and analysis related to pedagogy and/or learning

16.2.4 Service includes service to the University and service external to the University. Service activities include the following, but may also include additional activities if agreed to by the Faculty:
- internal and external activities which arise from the research and teaching functions at the University
- participation in academic unit, University, and Association committees/bodies
- holding in-scope administrative positions, including Program Chairs, Department Heads and Directors
- involvement in the work of learned societies, associations, agencies and professional organizations
- work in the community-at-large when members contribute to it by virtue of their general or specialized academic expertise

16.2.5 Criteria Documents may elaborate upon, but shall not prescribe outside, the duties identified in Article 16.1.

16.3 Assignment of Duties

16.3.1 Each Faculty shall develop collegially and include in its Criteria Document a transparent process for the assignment of duties, based on decisions made in accordance with criteria known to members within that Faculty and in accordance with Article 17.

The foregoing is intended to create transparency that will:

- allow members to determine whether their share of the obligations is equitable in light of the contributions they make relative to other members.
- allow the duties of members to vary over time in such a manner that other members understand the rationale for differences in the array and mix of duties.
- ensure that the numerous factors involved, as listed in 16.1 are considered in the array and mix of duties for members.
The collegial governance process followed in developing the Criteria Document of each Faculty shall result in a document that is transparent in describing the expectations of the members. Expectations may vary according to the duties and position/rank of the academic staff member. Given the importance of the Faculty Criteria Document when used in the review process to assess the performance of members, clarity regarding duties and expectations is essential. In particular, the nature of accomplishments required for tenure, promotion and merit shall be set out clearly.

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 units. 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 unit. Over time members shall fulfil all the duties corresponding to their appointment category and rank. 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 New members in their first year of appointment shall normally be assigned a lighter teaching load.

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 shall 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 University duties. Outside professional activities that are appropriately related to a member's duties at the University 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.

Members shall keep the Dean informed of their engagement in outside professional activities. 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 make a detailed application to the Dean describing the nature and duration of the 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 The academic environment at the University is enhanced by the presence of academic staff members on campus. Accordingly, the duties of academic staff members are normally to be carried out on campus. Nonetheless, members are not required to be on campus to fulfil their responsibilities as outlined in this Article whenever their absence does not conflict with their duties under this Article. However, each member who is not on leave shall ensure that the head of the academic unit is aware of how and when the member can be contacted in case, for good and valid reason, the member’s presence on campus is required.

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

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

16.4.6 Academic staff members (excluding sessionals) shall be given a minimum of four (4) months’ prior notice if they are scheduled to teach early morning, evening, or weekend classes. The
definitions of early morning and evening classes are per the Class Scheduling Policy (OPS 040 015).

Wherever possible, academic staff members shall be scheduled to teach such that there is a minimum of 12 hours between the end of the last class of the day and the start of the first class of the next day. This requirement may be waived by the member.

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.

16.5.1.1 The University Librarian or designate and the Librarian requesting the release shall, in the process of consultation, discuss the research/scholarly proposal. Should a request not be approved, upon written request the University Librarian shall provide written reasons for the decision.

16.5.1.2 The release shall be scheduled by agreement between the Librarian and the University Librarian or designate.

16.5.1.3 The work for which the release was granted shall be evaluated as part of the performance review process.

16.5.1.4 Upon written request to the University Librarian, a Librarian may carry over unused approved release time in one academic year to the next academic year. All carried over release time is to be used in the year into which it is carried over. If circumstances preclude the foregoing, the carried over release time shall be rescheduled.

16.6 Laboratory/Clinical Instructors

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

16.7 Sabbaticals

The University endorses sabbaticals as a means of encouraging continuous professional development and productive scholarship, which will be mutually beneficial to the academic staff member and the institution. A member may apply for, or the University may offer, a sabbatical. The University shall grant annually a limited number of sabbaticals in keeping with its responsibilities. Such sabbaticals shall not be 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 the University of Regina, and hold an appointment with tenure, in one or more of the categories of Faculty, Librarian, Instructor, and 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 categories 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 employment in the above categories 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
16.7.2 **Duration:** A sabbatical is for a period of twelve months or for the period of six months, commencing July 1st or September 1st, January 1st, or May 1st. 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.

16.7.3 **Remuneration:** During sabbatical, the academic staff member shall receive eighty percent (80%) of salary, for the full-time equivalency, exclusive of stipends (the percentage to be prorated based on the average percent of full-time during the previous 3 or 6 years of employment, depending on whether the member is applying for a 6-month or 12-month sabbatical). 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, extraordinary expenses, plus travel and related expenses for the member (unless claimed as part of the sabbatical grant defined above), spouse and dependent children. The University assumes no responsibility for the taxation status of sabbatical grants.

16.7.3.1 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 An academic staff member shall not teach at the University while on sabbatical except at the request of their Dean. 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 University while they are on sabbatical.

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

16.7.5 **Vacation:** Annual vacation, prorated to the length of the sabbatical, shall be earned during the sabbatical in the normal manner. The academic staff 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 must apply to the appropriate Dean at least nine months prior to the beginning of the academic year in which the sabbatical is to commence (i.e., by October 1st). A detailed statement of the member's plans for the entire period of the sabbatical, indicating the anticipated benefits to the member and the institution, shall accompany the application.

The Faculty or equivalent 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 was proposed to commence.

Should an application not be approved, upon written request the Dean 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 professional development and productive scholarship.

16.7.9 **Sabbatical Report:** The academic staff member must prepare and forward to the member’s 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 University for a period of at least six months following the sabbatical, or the University may require the member to reimburse the University for all remuneration received during the sabbatical prorated to the amount of time, expressed in full months, by which the member’s service to the University since returning is short of six months. This condition shall not apply when a member, immediately upon returning from a sabbatical, ceases to be employed as a result of an unforeseen retirement.

16.7.11 **Sick Leave:** When a member’s sabbatical coincides with an approved medical leave and the member is accessing salary continuance benefits, the unused portion of the sabbatical will be deferred and may resume after the member is medically fit to return to work. In consultation with the member, the Dean may postpone the unused portion of the sabbatical for up to one year.

16.7.12 **Waiver of Specifications:** Any of the above specifications may be waived by mutual agreement, confirmed in writing, between the University, and the academic staff member, and the Faculty Association will be informed of any waivers prior to implementation.

16.7.13 **Salary Adjustments:** Time spent on sabbatical shall count as service with the University 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, and to provide performance guidance to Sessional Lecturers.

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 specified in Article 17.4. The performance review process depends upon honesty, fairness, and confidentiality, and is governed by the principles of natural justice. The Dean shall inform academic staff members on the location of electronic files for the availability of the relevant Criteria Document(s) and of articles 16, 17, and 18 of the Collective Agreement.

The University, in conjunction with URFA, shall hold yearly information sessions to inform academic staff members of the review process. Information sessions will also be available for the initial reviewer, review committee members and Deans. There shall be URFA representation in these sessions.

17.2 The Dean shall conduct a review of the performance of tenure, tenure-track, and term academic staff members, according to the following schedule: Articles 17.2 through 17.21.

17.2.1 A review pertaining to renewal of appointment shall occur during the second employment year (July 1st to June 30th) of an initial tenure-track appointment. Upon renewal, an increment shall be provided to academic staff members beginning on the first July 1st following the initial date of appointment and each subsequent July 1st 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 an initial one);
- have applied for tenure and/or promotion;
- have applied for merit;
- hold appointments with tenure and have asked the Dean in writing by November 30th to be reviewed;
- who have had a performance issue explicitly identified on either their latest Performance Review Form or Career Planning Meeting and who have been informed in writing by the Dean by July 1st of the decision and the rationale for the review;
- were eligible for an increment the previous 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 holding the rank of Professor, Librarian IV, Laboratory/Clinical Instructor III, or Instructor III, reviews shall be conducted every third year unless otherwise specified through Article 17.2.2.

17.2.4 Unless a performance review is requested by either the member or the Dean in accordance with Article 17.2.2, tenured academic staff members holding the rank of Professor, Librarian IV, Laboratory/Clinical Instructor III, or Instructor III shall meet once every three years with their Dean for career planning. The career planning process serves as a replacement for the regular performance review process outlined in Article 17.12 to 17.21. The purpose of the meeting is to develop the member’s goals, recognize the member’s achievements, assess the member’s performance, and provide feedback on the member’s progress towards their career plan. The department head or equivalent may also be present at this meeting. The documents...
to be provided by members in career planning are an updated CV, a draft career plan, career plans finalized at the previous such meeting, and a letter outlining the member’s progress in their career plan. Members wishing to apply for merit may do so in accordance with Article 18.3.

17.2.5 Academic staff members holding appointments with tenure shall be provided with an increment on July 1st 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. Members in the career planning process shall be provided with an increment on July 1st.

17.3 Except under unusual circumstances, a review shall not be initiated for an academic staff member who is on leave. Deans intending to review a member on leave shall notify the member in writing before July 1st. 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 30th. Members on leave may withdraw a request for review by notifying the Dean in writing by January 1st. An academic staff member on leave who is applying for merit shall submit their completed application and any supporting documentation (per Article 18.3) by January 31st.

17.4 The review shall be based on the following documents:

17.4.1 the Annual Information Form supplied by the University 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 University, completed by the initial reviewer, the Review Committee, and the Dean and signed by the member as indicated in Articles 17.12, 17.13, and 17.14;

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 aggregated and summarized data from student 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 31st. 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.

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When a member is applying for merit, based on exceptional performance reviews, merit reviews shall cover the period since the last merit was received or, if the member has never received merit, since the initial appointment. Consider performance in the previous three (3) years.

Performance reviews 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 Human Resources, an academic staff member shall be provided with a list of all members 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 unit 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 department head or other appropriate person. 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 15th. Members with term appointments or appointments with tenure, or who are applying for merit, shall submit their completed Form and any supporting documentation by January 31st.

17.8 Those applying for tenure, or promotion, or merit shall apply to notify the Dean of their intent to apply with a copy to the department head or other appropriate person, no later than November 30th. Those intending to apply for tenure or promotion or tenure require supporting documentation. The ranks of Professor or Librarian IV shall supply names and contact information of at least three referees no later than September 30th. Supporting documentation for merit applications for tenure or promotion, as outlined in 17.4, shall be provided with the Annual Information Form submitted to the Dean no later than October 31st. 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 30th. 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 16, 17 and 18 of the Collective Agreement, indicate what career decision is under consideration, and advise the referees that the letters shall be held in confidence in accordance with the procedures outlined below. When soliciting written references, potential or perceived conflicts of interest will be identified and raised for discussion. The Criteria Documents shall specify any additional material to be sent to the referees. Such material shall be provided by November 30th 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, the Review Committee, and in cases of promotion to Professor, the Campus Promotion Committee. The letters are not provided to the initial reviewer or to departmental review committees.

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 University 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, Criteria Documents shall not contravene any of the provisions of the Collective Agreement.

While it is recognized that there may be considerable variation among the criteria of academic units, such variations shall not be extreme or unfair.

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

When the performance of Instructors is being reviewed, the Dean shall make every reasonable effort to secure instructor representation on the Review Committee. The review is to focus primarily on Instructors’ duties, which are teaching and related duties and service.

17.11 When establishing review criteria and procedures, the Dean shall consult in committee with the academic staff members of the academic unit. The criteria and procedures shall be reviewed from time to time by the Dean through consultation in committee with the members of the academic unit. Such a review is to be initiated either at the request of the Dean, or after a request by the members of the academic unit as ascertained by a motion to that effect passed at a meeting of the members of the academic unit to which they are assigned as specified in Article 13.9. The criteria and procedures shall be distributed to the members to whom they pertain and to the Faculty Association.

New or revised review criteria and procedures must be approved before the beginning of the review period to which they shall apply. Approval shall be by a majority vote of the academic staff members 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 Vice-President (Academic) only after consultation in committee with the members of the academic unit.

17.12 Initial Review
In departmentalized faculties, the initial reviewer shall be the department head or equivalent.

For units other than academic departments, the Dean, after consultation in committee with the relevant academic staff members, shall determine who is to be the initial reviewer. Members in the unit shall be informed in writing, before the beginning of the period under review, of the identity of the initial reviewer.

The Dean, after consultation in committee with the department heads or equivalents in that Faculty or equivalent unit, shall choose the initial reviewer(s) for heads, and inform the heads of their choice(s) no later than September 30th.
The initial review shall be conducted in accordance with procedures established by the academic unit and entered on the form over the signature of the initial reviewer.

When the initial reviewer has made a recommendation, it shall be communicated in writing to the academic staff member.

The initial reviewer shall discuss the recommendation with the academic staff member. Upon request by the member, the initial reviewer shall provide a copy of the Performance Review Form, including the recommendation, to the member.

The academic staff member shall sign the Performance Review Form indicating that the member has read the Form. The member’s signature does not necessarily indicate that the member is in agreement with the statements on the Form.

Academic staff members may add clarifying information after they have signed the Performance Review Form. This information shall be provided to the Dean no later than one week after the member has signed the Performance Review Form. The Dean shall attach this information to the Performance Review Form before it is forwarded to the Review Committee.

The initial review shall not be forwarded to the Review Committee until all the above steps have been completed.

17.13 **Review Committee**

The next step in the review process is an independent review by a committee elected by academic staff members of the academic unit, or selected by another procedure fully acceptable to the members of the academic unit and the Dean. The committee shall not include anyone with an out-of-scope appointment. The Dean may be present as an observer when the Review Committee meets.

Keeping in mind the substance of Articles 17.1 and 17.4, the Review Committee shall review the statements included in and attached to the Annual Information Form(s) and the Performance Review Form in the light of established criteria of the academic unit and make written recommendations, with rationale, on the Performance Review Form. Similarly, keeping in mind the substance of Articles 17.1 and 17.4, if there are verbal submissions by initial reviewers to the Committee made in the performance review process, the Committee shall decide if they are fair and appropriate commentary based upon appropriate evaluation of the material submitted for review. If they are not, they shall be excluded from consideration. If they are deemed to be fair and appropriate commentary, they shall be put in writing and communicated to the academic staff member being reviewed. The member will then have an opportunity to respond to the commentary.

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

17.14 The academic staff member shall be given an opportunity to see the Performance Review Form after the Review Committee has made its recommendation(s).

The Dean shall invite, in writing, all academic staff members under review to peruse their Forms and, if they have any concerns, to schedule meetings with the Dean to discuss the Forms and the forthcoming career decision of the Dean. Upon request of the member, the Dean shall provide the member with a copy of the Performance Review Form (including the recommendations of the Review Committee). Except in unusual circumstances, members who are not on leave shall have seven days from receipt of the invitation to respond.
If a member requests a meeting, the Dean shall schedule it as quickly as possible. The Dean shall contact members who are on leave and are being reviewed to arrange a mutually satisfactory deadline for perusing their Forms and arranging any meetings to discuss the Forms and the forthcoming career decision of the Dean.

At the meeting, the academic staff member shall be given an opportunity to interpret, explain, or add to the information contained in the written statements on the Performance Review Form.

After the initial meeting the academic staff member shall have seven calendar days to request one further consultation.

An academic staff member may attach a special submission to the Performance Review Form before the Dean issues a decision. It is the member's obligation to attach such a submission within seven days of the initial meeting with the Dean.

17.15 Tripartite Board

If an academic staff member deems that comments made in a performance review (whether by 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 the Dean or the member may refer the matter to a tripartite board. The board shall assess the claim and determine whether or not the comment(s) is to be excised or amended.

The board shall be composed of members currently on staff at the University and outside the academic unit where the dispute has occurred. The University and the Faculty Association shall each name one academic staff member to the board. The Chair shall be selected by mutual agreement between the Faculty Association and the University. (See Appendix G: General Procedures for Tripartite Board Review).

The University 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.

17.16 On the matter of promotion to the academic rank of Professor, a Campus Promotion Committee shall review the academic staff member’s file and all material related to the application for promotion. This committee shall be chaired by a Vice-President other than the Vice-President (Academic) and shall be composed of one elected representative (normally at the rank of Professor and not an initial reviewer or a member of a Review Committee) from each line Faculty (currently nine) and three additional members appointed by the Chair with the view to ensuring representative balance on the committee (subject to the agreement of the Faculty Association). The terms will be staggered for continuity.

This Committee is advisory to the Dean of the academic staff member’s Faculty. However, in the case of a new appointment to the University at the rank of Professor where the appointee does not already hold this rank elsewhere, this Committee shall make a written recommendation, with its rationale, directly to the President.

The recommendation of the Campus Promotion Committee shall be entered on the Performance Review Form and communicated in writing by the Dean to the academic staff member before a decision is rendered. The member shall have seven days following receipt of the Committee’s recommendation to submit a response to the Dean.
17.17 Only after all the steps outlined above have been completed shall the Dean make a decision 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 decision.

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

The Dean shall enter the decision on the Performance Review Form and sign the Form.

17.18 As part of a comprehensive teaching evaluation system, a Dean may develop, administer, and use appropriate student course/instructor evaluation forms, following consultation in committee with academic staff members of the appropriate unit. The Faculty Association and the University agree that student course/instructor evaluations do not constitute unequivocal measures of teaching effectiveness and may only be used as part of a more comprehensive teaching evaluation system which may include other measures of student impact, peer evaluation, and reflective thought from the member. Such a system, if developed, shall be created in consultation with the academic staff members of the appropriate Faculty and included in the faculty Criteria Documents.

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

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

17.19 All decisions on career progress arising from the performance review process shall be communicated to the academic staff member in writing in a timely manner and no later than June 30th. 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 31st.

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

17.20 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. 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, 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 decision of the Dean concerning renewal of a tenure-track appointment or granting of tenure is subject to the approval of the Board of Governors or its delegate. Neither the Dean nor the member, nor anyone acting on their behalf, shall confer privately with, or provide additional evidence or arguments to, the Board of Governors or its delegate.

17.21 Every academic staff member who has been reviewed and whose performance has been deemed to be below standard for the category and rank 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.
Tenure-track Members and Career Planning Mentorship

Career planning mentorship 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 mentorship is to support academic staff members, helping them identify courses of action that will lead to the achievement of tenure, in achieving their academic and promotion career goals.

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

17.22.1 Tenure-track Members

The Department Head or equivalent 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.

The Dean shall also meet yearly with tenure-track academic staff members 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 department head or equivalent will also be present at this meeting. The academic staff member has the right to be accompanied by a departmental colleague or Association representative.

No records emanating from career planning meetings shall become part of the member’s official file.
17.22.2 Tenured Members
Career planning for individuals holding the rank of Professor, Librarian IV, Laboratory/Clinical Instructor III, or Instructor III shall be conducted in accordance with 17.2.4. All other tenured members may request a career mentorship meeting with their Dean or equivalent to discuss mentoring opportunities and support in achieving their academic and career goals. Such a request shall not be unreasonably denied.

17.23 Sessional Lecturer Review Process
Reviews may be initiated by the member or the department head or equivalent. A Sessional Lecturer shall at minimum be reviewed upon achieving preference and then upon achieving priority; the reviews will be conducted by the department head or equivalent of the unit for which the sessional lecturer has received the most contracts.

A performance review for Sessional Lecturers shall include student evaluations in accordance with Article 17.18 and a review of instructional and student assessment materials. The review may include the report of an in class assessment (if performed) and a teaching dossier. A request to include such material shall not be unreasonably denied.

The department head or equivalent shall meet with the sessional within thirty (30) days of gathering the information indicated above to discuss the review, identify areas of strength and/or plans for development, and, if necessary, make recommendations that will assist the member to improve performance.

The academic staff member has the right to be accompanied by an academic staff member or Association representative.
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 decisions are made by Deans. Deans’ decisions on renewal of tenure-track appointments or granting of tenure, however, require the approval of the Board of Governors or its delegate.

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 Academic staff members who, considering their present category, rank, and duties, demonstrate may, in any year, apply for merit on the grounds of exceptional performance or sustained performance that is well above average, as defined in the relevant Criteria Document, shall be considered for merit. The value of a merit is equal to one increment for the corresponding rank and category. Decisions

Academic staff members may apply for merit on the grounds of merit will be made sustained, well-above-average performance only in years in which they are being reviewed by the Dean after considering the recommendation of the Performance Review Committee. Faculty or equivalent unit or, in the case of members in the Career Planning process defined in Article 17.2.4, when they are in the final year of their latest three-year career plan. Decisions to grant merit for sustained, well-above-average performance shall be based on the performance in the previous three (3) years. Members may apply for merit on grounds of sustained, well-above-average performance only if it has been at least three (3) years since they were last awarded merit. Members who have never received merit, they may only apply if it has been at least three (3) years since their initial appointment.

Decisions on merit shall be based primarily on members’ performance of their duties as listed in Article 16 for that category of a member, outstanding contributions, their present category and rank and as defined through the relevant Criteria Documents. Contributions in the areas of scholarship and administration shall be given due consideration even if these are not among the duties listed for that category of member.

Applications for merit shall be submitted to the Review Committee of the relevant Faculty or equivalent unit and shall take the form of a letter, maximum two pages, outlining how the member has met the criteria for merit as specified in the relevant Criteria Document. The member may also include up two (2) letters of support. All applications will be accompanied by a current CV. Merit applications are due in the office of the relevant Dean or equivalent by January 31st of the year immediately following the period for which merit is being requested; no late applications will be accepted.

For individuals in the regular review process, the initial reviewer and/or review committee may recommend an academic staff member to the Dean for consideration for merit, whether or not the member has applied for a merit under Article 17.8.

Review Committees will review all applications, and any nominations from the initial reviewer, and decide whether or not to recommend the granting of merit to the Campus Merit Committee. The Review Committee may itself nominate an academic staff member for consideration for merit.

The Review Committee will provide the member with a written rationale outlining how the criteria for merit have or have not been met, with a copy to the Dean.

The Dean may nominate an academic staff member for consideration for merit.
In cases where members have not applied, but have been nominated, the nominator(s) will supply a written rationale, maximum two (2) pages, outlining how the criteria for merit have been met.

The Dean will forward to the Campus Merit Committee all merit applications and nominations along with the accompanying CVs and written rationales.

The Campus Merit Committee shall consist of seven members who now hold, or have held, academic rank with tenure. The University and the Faculty Association shall each appoint three members. The Chair shall be selected by agreement between the University and the Faculty Association. If a Chair cannot be agreed upon, the parties shall choose the Chair in alternating years. Members of the Committee shall be provided an orientation by the University and the Faculty Association before beginning their work.

The Campus Merit Committee will consider all applications and nominations for merit and decide whether or not to grant merit. The Committee will inform applicants and nominees of its decisions in writing. In cases where it decides not to support an application or a nomination, the Committee will provide the member with a written rationale for its decision.

The value of a merit is equal to one increment for the category and rank.

18.4 Academic staff members with appointments in faculty, librarian, or laboratory-instructor categories who meet the criteria in the relevant 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 University) and where there is promise of future contributions that will enhance the academic reputation of the University.

18.7 Criteria Documents may elaborate upon, but shall not prescribe outside, the provisions of Articles 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). For appeals of merit decisions, the appeal will be addressed and responded to by the Chair of the Campus Merit Committee. In unusual circumstances and with the agreement of the member, the University 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 University and the member follow the procedures set out in this agreement pertaining to career-progress decisions.
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 15th, July 31st. 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 30th.

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

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

The Faculty Association shall forward to Human Resources 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. The notices of appeal and the accompanying list shall be forwarded in a timely manner and with copies to the appropriate Dean.

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 1st normally shall be heard by an Appeals Committee convened as soon as possible after September 1st. 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 30th.

The Appeals Committee shall consist of three members who now hold, or have held, academic rank with tenure. The University and the Faculty Association shall each appoint one member. The Chair shall be selected by agreement between the University and the Faculty Association. If a Chair cannot be selected in this manner, the Vice-President (Academic) shall name the Chair.

On behalf of the Appeals Committee Chair, Human Resources 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, Human Resources 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 University and the Faculty Association shall agree on a substitute Chair.

Appeal Hearing
As soon as possible after the Appeals Committee is formed, the Chair, in coordination with Human Resources 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 Human Resources 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 submit only evidence and documentation from the review period that is relevant to the decision under appeal. The Dean shall supply this material to Human Resources at least one week before the Appeal Hearing. After the Dean has supplied the material to Human Resources, 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 Human Resources 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 Human Resources 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 edited, using the procedures outlined in Article 17.9, to delete 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**
Appellants shall be entitled to provide any evidence that they deem 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 relevant 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 prior approval of the 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 University officer. Normally its report shall go to the Vice-President (Academic), 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 Governors.

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 Human Resources.

18.8.7 Decision
The Vice-President (Academic) or the Chair of the Board of Governors, 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 Vice-President (Academic) nor members of the Board of Governors shall confer privately with, or receive additional evidence or arguments from, the appellant or the Dean. If the Appeals Committee’s recommendation is rejected, the Vice-President (Academic) or the Chair of the Board of Governors shall give reasons for overturning the recommendation. The Vice-President (Academic) or the Chair of the Board of Governors shall convey in writing all decisions (and reasons where appropriate) to the appellant (with copies to Human Resources, 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 Vice-President (Academic) or the Board of Governors 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 University and the Faculty Association.

18.9 APPEALS HEARING PROCEDURES AND PROTOCOL

18.9.1 Scheduling and Preliminary Activities
On behalf of the Chair of the Appeals Committee, Human Resources shall provide the appellant 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 Human Resources, not directly with one another. Human Resources shall be responsible for scheduling the Appeal Hearing.

A pre-hearing meeting of the Appeals Committee shall be arranged by Human Resources and attended by representatives of the University 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. Human Resources is responsible for arranging, making and storing the recording. If a decision that has been appealed subsequently goes to arbitration, the University 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 evenly.

After the Appeals Committee issues its report, Human Resources shall provide the Vice-President (Academic) or the Chair of the Board of Governors 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 Human Resources. Following the decision, the Vice-President (Academic) or the Chair of the Board of Governors shall return all documentation to Human Resources. After the deadline for filing for arbitration has passed, or after any arbitration is complete, Human Resources shall retain only a single copy of all documentation, and shall destroy all other copies.
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 University

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, verbal or written.

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 Vice-President (Academic) or the Chair of the Board of Governors, 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 Appeal 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(es) and notify the other party of the name(s).

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 21 - GRIEVANCES

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

*The member(s) may be accompanied at any stage of the procedure by representative(s) of the Faculty Association.*

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 formal grievance is filed by either party, *every attempt shall be made* the parties will make reasonable attempts to settle the dispute by informal discussion. An academic staff member may present a verbal complaint to the head of the academic unit or to the Dean as soon as the grounds for the complaint are known. Alternatively, the Faculty Association and members of the University Administration may meet to discuss the dispute.

*Either party has the right at any time to indicate that the informal discussion is at an impasse, and shall inform the other party in writing of their decision to end the informal discussion.*

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 University shall share the cost of the Mediator if any.

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. *The informal discussion in Article 21.2 is not intended to extend the 30 calendar day period to present a formal grievance.* 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 University shall be forwarded to the Chair President 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 Associate Vice-President (Human Resources) on the other hand.

On behalf of the University, 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 University.

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 Associate Vice-President (Human Resources). The Associate Vice-President (Human Resources) shall be responsible for seeing that a response in writing is submitted to the Faculty Association within fourteen calendar days of receipt of the grievance.

In the meantime, the Faculty Association or the Associate Vice-President (Human Resources), on behalf of the University, may require a meeting between the Grievance Committee and the appropriate University officers.

21.6 Arbitration

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

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

21.7.4 The University shall provide appropriate space for the hearing of grievances and arbitration cases.
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. 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 University may award grants of 80 per cent of the academic staff member's salary to assist with the costs associated with educational advancement. Applications also 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 University for a period equal to the time the academic staff member was absent, or to reimburse the University for the full amount of the grant received. If a member returns to the University for a period of time less than the length of the leave, the reimbursement shall be prorated accordingly.

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 University, 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 unit. 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 University 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 University Community 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**
Committee

There shall be an Academic and Administrative Benefits Committee responsible for seeing that the plans are administered and making recommendations to the membership, and to the Board concerning amendments. The Committee shall consist of seven members, all of them appointed by the Board of Governors. Two of these members shall be academic staff members recommended to the Board by the Faculty Association.

Notwithstanding Article 28.6, the current (and any new) Memorandum of Agreement concerning pension surpluses and deficits shall remain in force.

Eligibility

23.5.2.1 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 23.5.3 to 23.5.7.

23.5.2.2 Eligibility for Sessionals in Part-time Benefit Plans

Members with sessional appointments shall be entitled to the benefits described in sections 23.5.4 to 23.5.6 after they have been employed at the University 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 624 hours in a calendar year.

23.5.2.3 Eligibility for Sessionals in Full-time Benefit Plans

Members with sessional appointments who have been employed for 26 consecutive weeks and have worked 780 hours or more will be considered full-time for the purposes of benefits described in sections 23.5.4 to 23.5.6. In order for members to maintain full-time eligibility, they must work at least 1,560 hours in a calendar year.

23.5.2.4 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.

Pension Plan Eligibility for Sessional Appointments

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 university 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.

Salary Continuance Plan

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

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

23.5.3.3 In the event of illness or injury incapacitating the member, academic staff members who qualify for benefits in accordance with Article 23.5.2.2 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.

23.5.4 Group Insurance Plan
All academic staff members who qualify for benefits in accordance with Articles 23.5.2.1 and 23.5.2.2 shall be provided, at University 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.

23.5.5 Dental, Optical, and Extended Health Plan
All academic staff members who qualify for benefits in accordance with Article 23.5.2.1 and 23.5.2.2 and their eligible dependants shall be covered by family dental, optical, and extended health care benefit plans. The University shall pay the cost of the premiums for these plans.

For the period of this Collective Agreement, the costs of these Plans shall not fall below 2% of the payroll for members covered. The AABC shall be tasked with reviewing the coverage on an annual basis and making recommendations to the parties for changes to these Plans to ensure compliance with the stipulated percentage.

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

23.5.6 Comprehensive Health and Fitness Assessment
All academic staff members who qualify for benefits in accordance with Article 23.5.2.1 and 23.5.2.2 shall be entitled to an annual assessment at the Dr. Paul Schwann Applied Health and Research Centre. The University shall pay the cost of the yearly assessment.

23.5.7 Health Care Flexible Spending Account (FSA)
In all academic staff members who are eligible (as per Article 23.5.2.1) for benefits shall receive credits in a Flexible Spending Account in order to support the benefit programs available to academic staff members.

Effective January 1, 2018 academic staff members shall receive a credit of $900; Effective January 1, 2020 academic staff members shall receive a credit of $1,000.

Once per year, prior to end of the last business day of November, academic staff members may direct the allocation of their FSA credits to one or both of the following:

a) Health Care Spending Account (HCSA)
b) Personal Spending Account (taxable)

Both accounts are subject to Canada Revenue Agency regulations.

Should no election be made, all credits will be provided in the amount of $900 per member per year for those members who qualify for benefits in accordance with Article 23.5.2.1 default to the Health Care Spending Account. Subject to Canada Revenue Agency regulations, unused balances in the HCSA Health Care Spending Account shall be carried forward.

This HCSA will allow members to supplement their benefit programs on any item or service allowed as a medical expense.
23.5.8 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.

23.5.9 Academic and Administrative Pension Plan

23.5.9.1 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 University 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 University.

23.5.9.2 Payment of Contributions

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

23.5.9.3 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 University shall pay to the estate of the member salary in full until the date of death, with normal deductions. Furthermore, the University 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 University shall maintain liability insurance to protect itself against claims arising out of actions by officers and academic staff members of the University acting in an authorized capacity on behalf of the University, in accordance with Article 16.

23.7.2 University Property

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

23.8 Education Benefits

Notwithstanding the provisions of Article 5, academic staff members who qualify for benefits in accordance with Article 23.5.2.1 may take a credit, course or a non-credit language class offered by the University 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 University 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 University. 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 \$500,000 being awarded per scholarship to family-members per semester to a maximum payment per family member of \$42,000 per year.

23.9 Inclusiveness
For the purposes of the Benefit Provisions set out in this Article, the words ‘family’ and ‘spouse’ shall include same-sex couples in compliance with Article 3.1.
ARTICLE 24 - LEAVES

24.1 Court Leave

24.1.1 Jury and Witness Duty
An academic staff member who is called for jury duty or who is subpoenaed by any body in Canada with the power to do so (other than when the member is the plaintiff), shall be granted leave of absence with pay. The 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 University all compensation received from the court, other than amounts received for travelling or living expenses.

24.1.2 Personal Litigation
When an academic staff member wishes time off in order to pursue a civil action in court, the 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.

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/forty-eight (78) weeks by the Dean after having been employed by the University for more than thirteen (13) consecutive weeks.

24.3.2 The University shall provide Academic staff members who qualify for leave under Article 24.3.1, shall receive leave and 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 to offset the one-week waiting period for eligibility of receipt of employment insurance benefits.

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

January 31, 2019
SEB payments are equal to the difference between the standard 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 (35six (36) 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 Coverage for the remainder of the leave shall be per Article 24.7.

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

24.3.4 The academic staff member shall provide at least four (4) weeks’ written notice prior to returning to work. Upon return to work, an academic staff member holding a tenured, tenured, or term appointment who has taken leave under this Article shall resume his/her former position with full salary and benefits as provided under this collective agreement.

24.3.5 Upon approval by the Dean, an academic staff member holding a sessional appointment shall be granted maternity, adoption, or parental leave as outlined by The Saskatchewan Employment Act after having been employed by the University for more than (13) consecutive weeks or having worked 1,560 hours in the previous fifty-two (52) weeks.

Supplementary Employment Benefits for Sessional Academic Staff Members

Sessionals who are actively at work, qualify for leave per Article 24.3.5, and have worked 1,560 hours in the previous fifty-two (52) weeks shall be eligible for SEB.

The academic staff member shall be entitled to receive one hundred (100) per cent of salary to offset the one-week waiting period for eligibility of receipt of employment insurance benefits.

SEB payments are equal to the difference between the standard Federal Employment Insurance Benefits and ninety (90) percent of the member’s average weekly earnings from the previous fifty-two (52) weeks for a maximum of thirty-six (36) 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.

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

24.4 Compassionate Care Leave
Academic staff members who have been employed by the University for more than thirteen (13) consecutive weeks shall be granted compassionate care leave of up to twenty-eight (28) 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 without pay for the remainder of the leave.

Leaves for longer periods without pay may be granted by the Dean. The member may be eligible for 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 University 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 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 University and shall be granted rights and privileges associated with employment with the University, with service counting up to the date the leave commenced. In the case of partial leave, service time 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 fewer, 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 University 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 a condition of reinstating coverage.)
Extended Health, Dental and Optical Plan: The academic staff member may continue coverage by prepaying the appropriate premium in accordance with the provisions of the plan.

24.8 Deferred Salary Leave
Academic staff members may apply to participate in the deferred salary leave plan in accordance with the conditions set forth in the regulations governing the plan. These regulations are subject to mutual agreement between the University and the Faculty Association.

24.9 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 University 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 University for salary adjustments, waiting period for sabbatical eligibility, or any other career consideration, unless it has been stated otherwise in writing at the time the leave is granted.

Prior to the granting of any leave, at the request of the academic staff member, the University 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, 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 work in the academic unit.
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 mediationconciliation 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 Unless otherwise agreed to in writing, all Memoranda of Agreement signed during the term of a collective agreement expire upon the signing of a new collective agreement. All Memoranda of Agreement that were signed before the signing of this collective agreement that do not concern individual members or a group of members shall become null and void at the date of signing.
ARTICLE 30 - INSTRUCTIONAL AND INFORMATION TECHNOLOGY

30.1 In this collective agreement, Instructional and Information Technology is defined as asynchronous instruction, i.e. where the primary mode of class delivery does not require students and instructors to be present at the same time and in the same place.

30.2 When academic staff members, other than sessional course developers (See Appendix ?: Sessional Course Developers), receive project funding or additional compensation from the University specifically to develop a course or complete major revisions of a course designed around the use of Instructional and Information Technology, the University shall have the right to use the resulting course materials intellectual property 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 University teaching-related use for non-commercial purposes. The University must notify the member(s) in writing, before the member begins to develop or revise the course, that it intends to claim this right. If the member is not provided such notification, the University shall not receive the right to use the course materials intellectual property. During the five-year period the University shall consult with the member(s) who developed or revised the course concerning scheduling and further development that might be required. At the end of the five year period, the University and the academic staff member may negotiate a further license or purchase for the continued use of the intellectual property.

30.2.1 If a course is scheduled to be delivered during the period that the University has the right to use the course materials intellectual property, the appointment for teaching the course shall normally go to the academic staff member who developed or revised it (or if the course was developed or revised by more than one member, to one of the members who developed or revised it). Should the course developer(s) be unavailable or decline to teach the course, the appointment shall go to another member.

30.2.2 Normally the academic staff member who first developed or revised a course shall be the one to determine whether it requires any further development or revision and to undertake that work.

30.3 The particular expertise, effort, or amount of time necessary for individual academic staff members to prepare Instructional and Information Technology classes varies from one setting to the next and among individuals. It is recognised that preparing and delivering classes using Instructional and Information Technology may require skills and efforts beyond those required for “traditional” classes. Following the collegial process of consultation in committee, each academic unit shall determine which classes using Instructional and Information Technology shall be deemed to count for more than one class in the instructor’s assigned teaching load.

30.4 Matters of intellectual property are governed by Article 29 of this agreement.
APPENDIX A

The following summary of the changes below is provided only for simplicity:

Year 1:
- 0% economic adjustment on scales and salaries;
- Addition of Clinical Instructor rank.

Year 2:
- 0% economic adjustment on scales and salaries;
- One-time lump sum payment of $2,500, which is not applied to base salaries or salary scales, to be paid to academic staff members in the faculty, librarian, lab instructor, instructor ranks, and sessionals who have worked a minimum of 1,040 hours in the previous academic year (2017-2018);

Year 3:
- 1.75% economic adjustment on all scales and salaries;
- Create new Sessional Lecturer IV stipend (see section 4.4)
- Increase floor and increment level of the Lecturer rank to the midpoint of the Assistant Professor and Lecturer 2018 scales;
- Drop one increment and add one increment to the top of all ranks (including Lecturer rank);
- Establishment of a $12,000 per annum professional development fund for sessional lecturers;
- Add Program Chair Administrative Stipend;
- Increase Administrative Stipends;
- Increase APEA by $600 May 1, 2019.

Year 4:
- 2.0% economic adjustment on all scales and salaries.
- Article 23 Pension – increase pension contributions to 16% (0.5% increase paid by employer, 0.5% increase paid by employee) effective January 1, 2021 (contribution rate increase not embedded in CBA)

Retroactive adjustment will be provided to all academic staff members employed during the period of this Agreement, including those on disability and approved leave or that have retired since July 1, 2017.

July 1, 2014.

1. Salary Ranges

 Effective July 1, 2014

<table>
<thead>
<tr>
<th>Rank</th>
<th>Floor</th>
<th>Increments</th>
<th>Normal Ceiling</th>
<th>Merit</th>
<th>Merit Ceiling</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professor</td>
<td>147,981</td>
<td>9 x 3,287</td>
<td>147,564</td>
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<td>-</td>
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<tr>
<td>Associate Professor</td>
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<td>Librarian III</td>
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<td>1,961 x 3</td>
</tr>
</tbody>
</table>
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**

<table>
<thead>
<tr>
<th>Position</th>
<th>Floor</th>
<th>Increments</th>
<th>Normal Ceiling</th>
<th>Merit</th>
<th>Merit Ceiling</th>
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</thead>
<tbody>
<tr>
<td>Professor</td>
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</table>
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

<table>
<thead>
<tr>
<th>Position</th>
<th>Floor</th>
<th>Increments</th>
<th>Normal Ceiling</th>
<th>Merit</th>
<th>Merit Ceiling</th>
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<tr>
<td>Lecturer</td>
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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 - - - - - - -

ESL/IF Sessional Lecturer III 36.19
ESL/IF Sessional Lecturer II 32.43
ESL/IF Sessional Lecturer I 27.80

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, July 1, 2016, and July 1, 2017.

If a new Collective Agreement has not been signed by June 30, 2017, the increments stipulated above for the 2016-2017 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 merits they have received in their current rank or that they have carried forward from their previous rank. Members may 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.
Effective July 1, 2019, the University shall make available to the Faculty Association $12,000 per year in order to support the professional development of Sessional Lecturers. Sessional Lecturers with priority status may apply to this fund for costs associated with creative, scholarly, or professional works. Acceptable expenses may include registration, travel, publication fees, or discipline specific equivalents. Funds will be distributed by the Faculty Association, in equal allotments, three times per year. Applications will be submitted to the Faculty Association office on April 1, September 1, and December 1. Funds will then be distributed by the Faculty Association in a timely manner. Undistributed funds may be carried over, but the fund shall not at any one point in time exceed $12,000. The Association shall supply to the University, on May 31st each year, a report regarding funds distributed and the balance remaining in the fund.

4.3 Sessional Lecturers Teaching Calculus
Sessional Lecturers teaching Calculus Tutorials shall be paid the equivalent of one credit hour at the appropriate Sessional Lecturer level.

4.4 Sessional Lecturer IV
A sessional lecturer who has achieved priority status in accordance with Article 13 shall be paid per course as a Sessional Lecturer IV as follows:

The following formula will apply to an academic staff member who possesses a Ph.D. or equivalent, or possesses a Master’s degree and has taught 15 three credit hour courses or equivalent:

\[
\text{Floor of Instructor III} \times 0.7
\]

The following formula will apply to an academic staff member who possesses a Master’s degree, or possesses a four-year Bachelor’s degree or equivalent and has taught 12 three credit hour courses or equivalent:

\[
\text{Floor of Instructor II} \times 0.7
\]

5. Practicum Coordinator appointments (Department of Justice Studies):
The Practicum Coordinator will be a term or tenure-track appointment.

6. Sessional Lecturers in ESL and the Institut Français (IF) La Cité
ESL and IF La Cité Sessional Lecturers shall be paid at the hourly rates specified in Item 1 of this Appendix. Those hourly rates include vacation pay of 4/52nds. With each hour of classroom instruction ESL or IF La Cité Sessional Lecturers shall be credited with and paid for another hour of preparation and marking time. All other duties assigned to the member shall be paid on a one-for-one basis at the hourly rates specified in the ESL/IF La Cité section of Appendix A.1. In its bi-weekly statement of pay to these Sessional Lecturers, Human Resources shall provide a breakdown of hours paid.

7. EMBA Overloads and Sessional Lecturers
The stipend for an academic staff member teaching an EMBA course on an overload basis shall be as follows:

7.1 Effective July 1, 2014: $4,358 per credit hour
7.2 Effective July 1, 2015: $4,489 per credit hour
7.3 Effective July 1, 2016: $4,624 per credit hour

[Pay to be increased from the 2014/2017 CA at the same rate as Section 1]

The stipend for a Sessional Lecturer teaching an EMBA course shall be as follows and includes 4/52nds vacation pay:
7.4 Effective July 1, 2014: $4,358 to $6,223 per credit hour
7.5 Effective July 1, 2015: $4,489 to $6,410 per credit hour
7.6 Effective July 1, 2016: $4,624 to $6,602 per credit hour
[Pay to be increased from the 2014/2017 CA at the same rate as Section 1]

8. **Sessional Supervisors (Faculty of Education)**
The stipend for a Sessional Supervisor in the Faculty of Education shall be as follows and includes vacation pay of 4/52nds.

8.1 For the supervision of interns:

- Effective July 1, 2014: $558.21 per student per semester
- Effective July 1, 2015: $574.96 per student per semester
- Effective July 1, 2016: $592.21 per student per semester

[Pay to be increased from the 2014/2017 CA at the same rate as Section 1]

8.2 For the supervision of pre-interns (per three-week placement):

- Effective July 1, 2014: $220.74 per student
- Effective July 1, 2015: $227.36 per student
- Effective July 1, 2016: $234.18 per student

[Pay to be increased from the 2014/2017 CA at the same rate as Section 1]

9. **Sessional Practica and Clinical Nursing Practica Coaches (Faculties of Education and Nursing)**
Sessional Practica and Clinical Nursing Practica Coaches shall be paid per hour of classroom time at the following rates (all of which include vacation pay of 4/52nds):

- Effective July 1, 2014: $51.45
- Effective July 1, 2015: $52.99
- Effective July 1, 2016: $54.58

[Pay to be increased from the 2014/2017 CA at the same rate as Section 1]

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

- Effective July 1, 2014: $88.22
- Effective July 1, 2015: $90.87
- Effective July 1, 2016: $93.60

[Pay to be increased from the 2014/2017 CA at the same rate as Section 1]

11. **Course Developers**
Effective July 1, 2017, Sessional Course Developers shall receive a stipend of $9,000. Compensation for major revisions shall be a minimum of 60% of the course development rate. Stipends include 6% in lieu of benefits. Stipends are not eligible for pension contributions.

12. **Overload Stipends**
Overload stipends shall be set at the Sessional Lecturer I stipend as stipulated in Item 1 above for the period July 1, 2017 to June 30, 2019. Effective July 1, 2019, these stipends shall be at the appropriate sessional rate. Item 1 above.
13. 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 appointed 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 appointment in the faculty or instructor categories at a Federated College.

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 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 administered by a Department (or equivalent unit) other than that to which the member is appointed or with which the member has an established interdisciplinary relationship.

14. Additional Taxable Allowances for Travelling

14.1 For teaching classes coordinated through the University of Regina and offered outside the city of Regina, or coordinated through a Community Education Centre at Prince Albert or Saskatoon and offered outside of Prince Albert or Saskatoon respectively, academic staff members shall be paid the following travel allowances:

Effective July 1, 2017:
- within 150 kilometres of the coordinating city: $360
- more than 150 kilometres from the coordinating city: $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.

14.2 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 14.1.

14.3 Sessional Supervisors (Faculty of Education)

For supervising interns and pre-interns outside the city of Regina, Sessional Supervisors shall be paid the following travel allowances per location that they must visit to carry out their supervision:

Effective July 1, 2017:
- for locations between 50 and 150 kilometres from Regina: $90
- for locations more than 150 kilometres from Regina: $130

15. The salary ranges stipulated in Item 1 have been determined as follows:
July 1, 2014
Increase salary scales for all academic staff members in the faculty, librarian, laboratory instructor and instructor categories by $1,625 by zero (0) per cent.

July 1, 2018
Increase stipends for academic staff members in the sessional lecturer category by $200.

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

July 1, 2019
Increase stipends for academic staff members in the sessional lecturer category by $250.

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

July 1, 2019
Increase salary scales for all academic staff members by one and three quarter (1.75) per cent.

Create a new Sessional Lecturer IV stipend.

Increase the floor, ceiling and increment of the Lecturer range.

Drop one (1) increment from the bottom and add one (1) increment to the top of the ranges for faculty, librarians, laboratory instructors, and instructors. Note: Librarians, Faculty, librarians, laboratory instructors, and instructors already at, or above, their normal ceiling in 2014-2015 and 2018-2019 shall be eligible for an increment as a result of this change.

July 1, 2020
Increase salary scales for all academic staff members in the faculty, librarian, laboratory instructor and instructor categories by two (2) per cent.

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

Increase salary scales for all 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, laboratory instructor, and instructor categories shall be determined as follows:

July 1, 2017
Increase salaries by $1,625 by zero (0) per cent.

July 1, 2018
Increase salaries by $2,200.

July 1, 2018
Increase salaries by zero (0) per cent. One-time lump sum payment of $2,500, which is not applied to base salaries or salary scales, to be paid to academic staff members in the faculty, librarian, lab instructor, instructor ranks, and sessionals who have worked a minimum of 1,040 hours in the previous academic year (2017-2018).

July 1, 2019
Increase salaries by one and three quarter (1.75) per cent. All academic staff members who are below the new floor shall have their salary increased to the new floor.

July 1, 2020
Increase salaries by $2,200.

Salaries shall be increased retroactive to these dates if the contract has not been signed before they pass.
Accountable Professional Expense Account

1. Effective May 1, 2015, all academic staff members except sessional lecturers shall receive an accountable professional expense account of $1,900 per fiscal year and shall increase to $2,500 effective May 1, 2019.

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

3. The funds in accountable professional expense accounts must be spent in accordance with the University regulations. At no time may they be used for any purchase or expenditure that would be a taxable benefit to the academic staff member.

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.

5. At the end of a fiscal year, funds remaining in an expense account may be transferred to The University of Regina Research Trust Fund.

The University of Regina Trust Fund

1. The Fund

There shall be a fund at the University called The University of Regina Research Trust Fund, the proceeds of which are to be used solely for legitimate expenses incurred by academic staff members in research and scholarly pursuits. The money in the Fund is vested solely in the University. The signing authority for the Fund is the Vice-President (Research), or the designate for that title.

2. Donations to the Fund

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

1.1.1 Indicating to Human Resources in writing that they wish to donate the total sum payable for the teaching of an extra-session or overload class (such election to be indicated within one week of commencement of teaching the class);

1.1.2 Indicating in writing to Human Resources that the monthly sum received as part of the administrative stipend shall henceforth be remitted to the Fund, until such time as written notice is forwarded indicating that the donations cease;

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

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

1.1.5 Indicating in writing to Human Resources that a monthly sum be deducted from payroll (not to exceed $50) and remitted to the Fund, until such time as written notice is forwarded to Human Resources indicating that such donations cease.

1.2 A charitable donations receipt for income tax purposes shall be issued for all donations to the Fund, except for donations from an accountable professional expense account.

1.3 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 University of Regina Research Trust Fund.
Applications to the Fund

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

1.2 Applications for reimbursement shall be made in the manner prescribed by the Vice-President (Research), and must be accompanied by proper receipts and comply with normal University procedures.

1.3 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:

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

1.3.2 fees for professional training courses;

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

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

1.3.5 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;

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

1.3.7 expenditures associated with research assistance such as computer time.

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

Academic Department Head Stipends

The following stipends apply to heads of academic departments as outlined in Article 15.1.

Effective July 1, 2017

1.1 Departments (or equivalent units) with fewer than ten (10) full-time-equivalent positions in the faculty, instructor, and/or laboratory instructor categories:

$4,150 per annum

Effective July 1, 2019, the stipend shall be increased to $4,450 per annum.

1.2 Departments (or equivalent units) with at least ten, but fewer than twenty full-time-equivalent positions in the faculty, instructor, and/or laboratory instructor categories:

$5,250 per annum
Effective July 1, 2019, the stipend shall be increased to $5,625 per annum.

Departments (or equivalent units) with at least twenty full-time-equivalent positions in the faculty, instructor and/or laboratory instructor categories:

$5,800 per annum

Effective July 1, 2019, the stipend shall be increased to $6,200 per annum.

Library Department Head Stipends

Effective July 1, 2014-2017, heads of library departments shall receive a stipend of $3,600 per annum. Effective July 1, 2019, the stipend shall be increased to $3,850 per annum.

Other Administrative Stipends

Effective July 1, 2014-2017, academic staff members appointed to an administrative appointment as outlined in Article 15.3 (other than program chairs effective July 1, 2019) shall receive a stipend of $2,500 per annum.
Effective July 1, 2019, the stipend shall be increased to $2,675 per annum.

21. Program Chair Administrative Stipends

   Effective July 1, 2019, program chairs shall receive a stipend of $3,850 per annum.
# APPENDIX D

## TIMELINES

### General

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic year</td>
<td>July 1 to June 30</td>
</tr>
<tr>
<td>Review year</td>
<td>January 1 to December 31</td>
</tr>
</tbody>
</table>

Normal date of appointment for academic staff members in faculty, instructor, and laboratory instructor categories.

### Performance Review Sequence

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>November - September 30</td>
<td>Deadline for academic staff members to notify the Dean of their intent to apply for tenure or promotion, merit, or tenure and submission of supporting documentation (for promotion and/or tenure only).</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>Deadline for academic staff members not due for a performance review to request a performance review.</td>
</tr>
<tr>
<td>October 31</td>
<td>Deadline for submission of documentation following application for promotion or tenure.</td>
</tr>
<tr>
<td>December 15</td>
<td>Deadline for academic staff members with tenure-track appointments to submit their Annual Information Forms and supporting documentation.</td>
</tr>
<tr>
<td>January 31</td>
<td>Deadline for academic staff members with term or tenured appointments (other than those in the career planning process), to submit their Annual Information Forms and supporting documentation.</td>
</tr>
<tr>
<td></td>
<td><strong>Deadline for academic staff members applying for merit to submit their application and supporting documentation.</strong></td>
</tr>
<tr>
<td>March 31</td>
<td>Deadline for academic staff members with tenure-track appointments to be informed concerning renewal of appointment or granting of tenure.</td>
</tr>
<tr>
<td>Within 30 days of notification and no later than April 30</td>
<td>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.</td>
</tr>
<tr>
<td>June 30</td>
<td>Deadline for academic staff members to be informed about granting increments, merit and promotion</td>
</tr>
<tr>
<td>July 1</td>
<td>Decision on career progress takes effect.</td>
</tr>
<tr>
<td></td>
<td>Increments awarded to academic staff members not being reviewed.</td>
</tr>
<tr>
<td></td>
<td><strong>Increments awarded to academic staff members in the career planning process.</strong></td>
</tr>
<tr>
<td></td>
<td>Deadline for the Dean to inform academic staff members not normally due to be reviewed that they are going to be reviewed.</td>
</tr>
<tr>
<td>August 15 - July 31</td>
<td>Deadline for academic staff members to file notice of appeal with the Faculty Association.</td>
</tr>
</tbody>
</table>
Sabbaticals

October 1  ▪  Deadline to apply for a sabbatical in the ensuing academic year.

By December 31  ▪  Deadline for Dean 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 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 17.15 of the University of Regina Academic Collective Agreement.

1. An academic staff member can request, in writing to the appropriate Dean, that a tripartite board (the Board) be formed to determine whether or not comments made in a performance review (whether by the initial reviewer, the performance review committee, or the Dean) be excised or amended. The Dean may also refer the matter to the Board.

2. The University and the Faculty Association shall each name one academic staff member outside the Faculty or equivalent unit to the Board. The Chair shall be selected by mutual agreement between the Faculty Association and the University.

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, consistent with point 2 above.

4. A representative from the Faculty Association and a representative from the University will meet to determine the material that will be provided to the Board. The material will include the following:
   - previous correspondence between the 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 (consistent with point 2 above). Once the Board has been formed, and provided with the material that has been agreed to, there will be a pre-meeting with the Board, a representative from the University, and a representative from the Faculty Association. This meeting will be held to inform the Board of their responsibility under Article 17.15 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 University and the Faculty Association will respond, in consultation, to questions from the Board and then will leave the meeting. Neither representative will be present at any further meetings of the Board.

6. Neither the academic staff member 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 University 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.**
11. The Tripartite Board Review process will be completed in a timely manner.
Memorandum of Agreement  
Between  
The University of Regina  
And  
The University of Regina Faculty Association  

Regarding  
Article 5.7 Instructor Ratio Grievance  

The purpose of this Memorandum of Agreement is to resolve the outstanding grievance brought by URFA as a result of the University having exceeded the 13% ratio identified in Article 5.7 of the University of Regina/University of Regina Faculty Association Collective Bargaining Agreement.

This resolution was achieved by the parties agreeing to the following stipulations:

- All Instructors employed in the Faculty of Nursing as of 11 March 2019 shall henceforth be excluded from the calculation of the Instructor ratio identified in Article 5.7.
- As these Instructors in the Faculty of Nursing leave the employment of the University, the number of excluded Instructors in that Faculty shall be reduced to zero.
- Instructors in all Faculties may apply for promotion, under the appropriate criteria document, to the rank of Assistant Professor. An Instructor who is meeting the relevant criteria shall be promoted to that rank.
Memorandum of Agreement

between
the University of Regina
and
the University of Regina Faculty Association (URFA)

Article 24 – Leave upon the Birth or Adoption of a Child

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

The parties agree that, provided the academic staff member is in receipt of employment insurance benefits, Supplementary Employment Benefits (SEB) as outlined in Article 24.3 will be provided based on the standard parental benefit rate, regardless of the duration of the leave. The level of SEB will not increase should an academic staff member choose extended parental benefits.

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

1. *Standard parental benefits* can be paid for a maximum of 35 weeks at a weekly benefit rate of 55 percent of the claimant’s average weekly insurable earnings, up to a maximum amount. For 2017, claimants can receive a maximum amount of $543 per week for up to 35 weeks.

2. *Extended parental benefits* can be paid for a maximum of 61 weeks at a weekly benefit rate of 33 percent of the claimant’s average weekly insurable earnings, up to a maximum amount. For 2017, claimants can receive a maximum amount of $326 per week for up to 61 weeks.

Signed on behalf of the University

Signed on behalf of the Faculty Association

**University of Regina**

**URFA**
APPENDIX 2

Memorandum of Agreement
between
the University of Regina
and
the University of Regina Faculty Association (URFA)

SESSONAL COURSE DEVELOPERS

In situations where the task of developing, or making major revisions to, an asynchronous course is offered to someone who does not hold a tenured, tenure-track, or term appointment, the individual will be appointed as a sessional course developer.

1. Definitions
   a) The task of developing a new asynchronous course includes, but is not limited to, developing learning outcomes, assessments, learning activities, a detailed course outline, developing and selecting instructional materials and content, textbooks, online resources, and multi-media materials. It also includes securing any necessary rights from third parties and reviewing and making improvements to the course after the first offering.
   b) Major Revision refers to a substantial review for the purpose of making modifications to an asynchronous course. It includes but is not limited to, the modification of course learning outcomes, assessments, learning activities, the detailed course outline, instructional materials and content, textbooks, online resources, and multimedia materials. Major Revision also includes securing any necessary rights from third parties and reviewing and making improvements to the course after the first offering.

2. Project Payment
   Sessional course developers shall be compensated in accordance with Appendix A. Due to the nature of the work, the parties agree to the following conditions:
   a) Major revisions will be paid at a minimum of 60% of the Course Development rate;
   b) Stipends include 6% in lieu of benefits;
   c) Stipends are not eligible for pension contributions.

3. Appointment Procedure
   Sessional course developers will be appointed in accordance with Article 12.

4. Course Ownership
   The intellectual property developed by the sessional course developer under this MOA shall be available for license free use by the University for a period of five years, after which time all rights revert to the sessional course developer. This right shall extend only to University teaching related use. The University must notify the member(s) in writing, before the member begins to develop or revise the course, that it intends to claim this right. If the member is not provided such notification, the University shall not receive the right to use the intellectual property. The five year period shall commence on the first day of lectures of the first term in which the newly-developed or revised course is offered. At the end of the five year period, the University and the sessional course developer may negotiate a further license or purchase for the continued use of the course content.

5. Course Delivery
   The appointment for teaching the first offering of the course shall go to the sessional course developer who originally developed the course (or if the course was developed by more than one sessional course developer, to one of the sessional course developers who developed it). Should significant further changes be required, the sessional course developer shall be appointed for the second offering of the
course. Should the sessional course developer(s) be unavailable or decline to teach the course, the appointment shall be made in accordance with Article 12.

6. Appointment Offers and Acceptance
Sessional Course Developers appointed by the University 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, Appointment letters shall outline the terms and conditions of the work including but not limited to, project timelines, deliverables and expected completion times. The letter shall also state the payment structure and schedule.

An 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 University 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.

Signed on behalf of the University

Signed on behalf of the Faculty Association

Date

Date
Memorandum of Agreement
between
the University of Regina
and
the University of Regina Faculty Association

Regarding the duties of the Systems Librarian

The Dr. John Archer Library has had the same individual filling the position of Associate University Librarian and Systems Librarian in excess of two years. The Systems Librarian position is highly technical and requires expertise that does not exist in other areas of the library. However, the duties of the System Librarian position are clearly within the scope of University of Regina Faculty Association Collective Bargaining Agreement.

The library has now hired a Systems Librarian. A gradual transition of the duties of this position from the Associate University Librarian, Systems and Information Technology to the Systems Librarian will take place. This will allow for appropriate mentoring and training of the Systems Librarian.

The parties agree it is important to ensure that the duties contained in the Systems Librarian position description have been appropriately transferred to that position. Therefore, it is agreed that 11 months after the Systems Librarian starts in the position, the Systems Librarian, URFA, the Associate University Librarian, Systems and Information Technology and the University Librarian will meet to review the transfer of duties to the System Librarian position.

This Agreement is in effect from January 24, 2012.

Original signed by B. Dobni on behalf of the University and G. Tompkins on behalf of the Faculty Association.