



First Nations University of Canada  
(formerly Saskatchewan Indian Federated College)

## 2020-2022 Collective Agreement



University of Regina Faculty Association  
Representing the  
First Nations University Sessional Academic Staff Members

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2020 - 2022  
Collective Agreement

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First Nations University of Canada  
Sessional Academic Staff Members

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## ARTICLE 1 – PREAMBLE

- 1.1 The Parties to the agreement recognize that the First Nations University of Canada is a unique, First Nations-controlled educational institution, whose objectives include service to First Nations communities, and the promotion, preservation, protection and interpretation of First Nations' histories, languages, cultures, and artistic heritages, using Indigenous and non-Indigenous ways of knowing and understanding. As well, First Nations University of Canada is founded upon, and operates with, the guidance and blessing of First Nations' Elders.

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

- 1.2 The Parties agree to work together for these goals, to promote harmonious relations, and to settle any misunderstandings and disagreements peacefully, in the spirit of the traditional First Nations values of tolerance, humility, mutual respect, and sharing.
- 1.3 This Collective Agreement sets forth the terms and conditions governing the employment by First Nations University of members of the First Nations University Sessional Academic Staff and is binding upon the Parties signing it. The Parties agree:
- a) to affirm the principle of First Nations jurisdiction over First Nations University;
  - b) to support, and to encourage the right of First Nations to exercise their inherent right to govern their own affairs.
- 1.4 The Parties acknowledge that each is committed to carrying out their responsibilities to each other under this agreement in a fashion which promotes harmonious relations and in a spirit of tolerance, humility and mutual respect consistent with the right of First Nations to govern their own affairs.

The Parties agree to act according to the principles of natural justice (procedural fairness).

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

### **2.1 Preamble**

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

The University recognizes:

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

### **2.2 Academic Freedom - General Policy Statement**

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

- 2.2.1 The University recognizes that freedom to discover and disseminate knowledge and understanding through research and teaching is fundamental to the advancement of wisdom, and that such freedom is basic to the protection of the rights of the students in learning and the rights of the teacher in teaching.
- 2.2.2 The Parties agree to continue their practice of upholding, protecting, and promoting academic freedom as essential to the pursuit of truth and the fulfilment of the University's objectives. Academic freedom includes:

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

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

- 2.2.3 Academic freedom does not require neutrality, nor does it preclude commitment on the part of the individual. Rather, academic freedom makes such commitment possible. However, academic freedom does not confer legal immunity, nor does it diminish the obligations of members to meet their duties and responsibilities.
- 2.2.4 Members of the University academic community are entitled to enjoy freedoms essential to teach, to conduct research and to publish the results thereof, freedom to initiate and to enter into dialogue and discussion in areas of interest and competence, as well as freedom to examine, evaluate, and make critical commentary on matters pertaining to, and subject to, the rigors of academic inquiry.
- 2.2.5 Each Sessional Academic Staff Member is entitled to freedom from institutional and political censure in conducting his or her activities relevant to the carrying out of his or her duties as set out in Article 19 - Duties of this Agreement.
- 2.2.6 In activities in the community at large, academics may not purport to represent the University unless specifically authorized to do so by the President. The University will endeavour to ensure that time and resources are made available to members of the academic community to contribute to the growth of knowledge and to carry out research needed by the First Nations community.

- 2.2.7 The University will endeavor to ensure that time and resources are made available to members of the academic community to contribute to the growth of knowledge and to carry out research needed by the First Nations community
- 2.2.8 The University will endeavour to provide structural support such as institutional autonomy, permanent employment status, an academic forum, representative peer committees in areas such as academic freedom, rank and promotion, grievances, and ethics.

## 2.3 **Academic Responsibilities**

Sessional Academic Staff Members have a responsibility to carry out their duties in accordance with Article 19 - Duties.

- 2.3.1 All Sessional Academic Staff Members shall undertake their duties with due regard to standards and procedures collegially agreed to, the academic requirements of the University community, the reputation of the University community, and the obligation to base research and teaching on an honest search for knowledge.
- 2.3.2 Sessional Academic Staff Members have the duty and the obligation to be responsible and sensitive to the academic and First Nations communities they serve.
- 2.3.3 Sessional Academic Staff Members have a duty to maintain an ethic of sensitivity, which must be broadly shared and upheld, when developing a unique approach to defining the First Nations perspective, both as an object of study in itself, and as the central life-force of the University.
- 2.3.4 Members of the University academic community shall exercise their rights and freedoms with an ethic of sensitivity, encompassing the following understandings:
  - a) that First Nations traditional methods and protocols for researching and disseminating knowledge and understanding be recognized as valid;
  - b) that Sessional Academic Staff Members have the right to research, preserve, and promote knowledge in ways consistent with both First Nations and non-First Nations paths to knowledge.
- 2.3.5 Sessional Academic Staff Members shall discharge their responsibilities in accordance with established University and University of Regina procedures.
- 2.3.6 Sessional Academic Staff Members are encouraged to maintain a close working relationship with Elders.

2.3.7 Sessional Academic Staff Members have the duty and responsibility to treat students with dignity and respect, free from harassment, which includes, but is not limited to the following:

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

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

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

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

## **2.4 Ethical Conduct in Research and Scholarship**

Ethical conduct in academic research and scholarly activity means:

- 2.4.1 No fabrication, falsification or plagiarism;
- 2.4.2 Recognizing by due acknowledgement the substantive contributions of others;
- 2.4.3 Obtaining the permission of an author before making significant use in any publication of new information, concepts or data obtained through access to manuscripts or grant applications during a peer review process;
- 2.4.4 Only attributing authorship to persons who have participated sufficiently in the work;
- 2.4.5 Not submitting for publications articles originally published elsewhere, except where it is clearly indicated in the published work that the publication is intended to be a republication;
- 2.4.6 Not engaging in unauthorized and intentional diversion of the research funds of the university, federal or provincial granting councils or other sponsors of research;
- 2.4.7 Complying with relevant federal or provincial statutes or regulations for the protection of researchers, human subjects, or the health and safety of the public, or for the welfare of laboratory animals;
- 2.4.8 Meeting other relevant legal requirements that relate to the conduct or reporting of research and scholarly activity;
- 2.4.9 Revealing material conflict of interest to sponsors or to those who commission work, or when asked to undertake reviews of research grant applications or manuscripts for publication, or to test products for sale or for distribution to the public; and

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

**2.5 Rights and Responsibilities of Sessional Academic Staff Members Under Policies**

- 2.5.1 Sessional Academic Staff Members are entitled to the rights, responsibilities and protections afforded to all academic staff members in accordance with the University's Whistleblower policy (as issued February 10, 2014).
- 2.5.2 Sessional Academic Staff Members have a responsibility to abide by policies and procedures of the University, and shall be afforded the rights and protections provided therein on the same basis as all academic staff.

## **ARTICLE 3 – INTELLECTUAL PROPERTY**

### **3.1 General**

In keeping with Article 19 – Duties, the Parties acknowledge that the required duties of Sessional Academic Staff Members are directly related to teaching and / or curriculum development, and do not otherwise include research or scholarly work. Sessional Academic Staff Members who choose to engage in research or scholarly work must abide by all applicable University and University of Regina policies. The use of University premises and resources for research work requires advance agreement in writing from the University. This agreement may include requirements from the University regarding interests in, or claims to, the products of that research.

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

Sessional Academic Staff Members may choose to make their IP freely accessible to the academic community and to the general public. The University and the Faculty Association recognize that in specific circumstances it may be in the public interest to limit access.

### **3.2 Protection of Indigenous Peoples' Heritage**

The University is committed to the protection of the heritage of Indigenous Peoples. While acknowledging that the duties of Sessional Academic Staff Members are directly related to teaching (see Article 19 – Duties), when considering questions about the intellectual property rights of Sessional Academic Staff Members, the University must take into account the following principles:

- 3.2.1 The effective protection of Indigenous Peoples' heritage will be of long- term benefit to all.
- 3.2.2 Indigenous Peoples are the primary guardians and interpreters of their cultures, arts, and sciences, whether created in the past or developed by them in the future.
- 3.2.3 Indigenous Peoples' ownership and custody of their heritage is collective, permanent, and inalienable as prescribed by the customs, rules, and practices of each people.
- 3.2.4 To protect their heritage, Indigenous Peoples must exercise control over all teaching materials related to their territories, or which uses their people as objects of study.

- 3.2.5 The free and informed consent of the traditional owners should be an essential precondition of any agreements that may be made for recording, studying, using, or displaying any Indigenous Peoples' heritage. The traditional owners must be determined in accordance with Indigenous Peoples' own customs, laws, and practices.

### 3.3 **Ownership**

In the absence of a written agreement to the contrary, Sessional Academic Staff Members are the owners of all intellectual property, and all rights (including copyright, patents, trademarks, and other equivalent rights) to intellectual property, that they create in the course of their employment at the University. IP shall not be used or distributed by the University without the express written consent of the member(s) who own it, except as stated hereinafter.

#### 3.3.1 **Copyright**

The copyright to any works of art, printed materials, films, slides, videotapes or similar materials including lecture notes created by Sessional Academic Staff Members for the purposes of teaching their assigned classes is vested solely in the Sessional Academic Staff Member who created them or caused them to be created, except as stated hereinafter.

The University shall retain the right to internal use of course outlines, examinations, audio tapes, video tapes, digital media, films, slides and photographs, and computer programs that Academic Staff Members have developed in support of the University's academic programs for the duration of each semester a Sessional is contracted for.

In keeping with Article 19 – Duties, in cases where the University has contracted with a Sessional Academic Staff Member to develop curriculum, the copyrights to any materials produced under such a contract is vested in the University.

Upon initiation of the development of the materials, the University shall state, in writing, to members involved in developing the materials, its intention to exercise this right. Members who decline involvement in developing such materials shall not be penalized for this in the evaluation of performance of duties or in the performance review process.

### 3.3.2 **Patents**

Notwithstanding the fact that the required duties of Sessional Academic Staff Members do not include research, except in relation to teaching duties, situations may arise in which Sessional Academic Staff Members choose to engage in research work outside the scope of their regular duties.

In such cases, the patent for any work or invention that is produced by a Sessional Academic Staff Member is vested solely in the member. The University waives, disclaims and abandons any interest in, or claim to, such works or inventions.

- 3.3.3 Where there may be any question concerning the ownership of a patent or copyright, the Sessional Academic Staff Member has an obligation to clarify the matter with the University before the project in question is undertaken.

## ARTICLE 4 – RESPECTFUL UNIVERSITY

### 4.1 Preamble

Harassment and discrimination are, fundamentally, a selective denial of the basic human right to be treated with dignity and respect. Neither harassment nor discrimination will be tolerated or condoned and the University will take all reasonably practicable steps to ensure employees, students and members of the University community (including individuals employed directly or indirectly at the University, students, volunteers and visitors) are subjected to neither harassment nor discrimination, and will take all reasonable steps to prevent this type of behaviour and to stop it if it occurs.

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

4.1.1 No person shall intimidate, retaliate against, coerce or impose any penalty, loss or disadvantage upon any person on the grounds that the person has made or may make a complaint, disclosure, testimony, or has participated in any way during the Respectful University process.

### 4.1.2 Faculty Association Representation

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

### 4.2 Respectful University Policy

The University is committed to maintaining a policy and procedure that will prohibit all forms of discrimination and harassment and ensures that all members of the University community have the right to participate equally in activities of, or at, the University without fear of discrimination, harassment, or reprisal.

A formal complaint under any other University policy or collective agreement article may trigger the Respectful University Policy. Nothing in this policy will prevent Sessional

Academic Staff members from seeking redress through the grievance or arbitration procedures of Article 27, or any other recourse allowed by law. Any changes to this policy and procedures will only be made in consultation with the Occupational Health and Safety Committee and upon notification to the Faculty Association.

This Policy and the provisions of this Collective Agreement shall apply to risks, threats and incidents of discrimination or harassment that occur: on University premises; on any other work and study sites under the University's control; during the course of any University sponsored event; and, to conduct not on University premises that has an identifiable and substantial link to the University, or that affects the University working or learning environment, including but not limited to conduct through social media and public websites.

#### **4.3 No Harassment**

##### **4.3.1 Personal Harassment or Bullying**

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

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

##### **4.3.2 Harassment Based on Prohibited Grounds**

The Parties agree there shall be no harassment on the basis of any prohibited grounds set forth in *The Saskatchewan Human Rights Code* (subject to pension and benefits provisions) and *The Saskatchewan Employment Act*.

*The 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 (4) and (5), adversely affects the worker's psychological or physical well-being and that the person knows or ought reasonably to know would cause a worker to be humiliated or intimidated; and
- (ii) that constitutes a threat to the health or safety of the worker.

This type of harassment also extends to sexual harassment. Sexual harassment may be verbal, physical or visual. It is always unsolicited and unwelcome behaviour, and can take many forms, which include, but are not limited to:

- a) A direct or implied threat of reprisal for refusing to comply with a sexually oriented request;
- b) Sexual remarks; jokes with sexual overtones; a sexual advance or invitation; displaying offensive pictures or photographs; threats; leering; physical contact like touching, patting, pinching, or brushing against; sexual and physical assault; unwelcome physical contact; unwelcome invitations or requests, direct or indirect, to engage in behaviour of a sexual nature, refusing to work with or have contact with employee/students because of their sex, gender or sexual orientation.

4.3.3 Harassment does not include any reasonable action that is taken by an employer, or a manager or supervisor employed or engaged by an employer, relating to the management and direction of the employer's workers or the place of employment.

#### 4.4 **Discrimination**

4.4.1 Discrimination is the harmful treatment of an individual or group, based on certain personal characteristics. The Parties agree that there shall be no discrimination practiced by reason of age, ancestry, race or perceived race, creed, colour, nationality, place of origin, political or religious affiliation or belief, sex, sexual orientation, gender identity, marital status, family status, physical and/or mental disabilities (except where accommodation of which would satisfy the threshold of undue hardship), receipt of public assistance, and membership or activity in the Association.

4.4.2 Further, the Parties agree that there shall be no discrimination practiced with respect to any Sessional Academic Staff Member by reason of family relationship. The Parties agree that no member of the Sessional Academic Staff Member or officer of the University shall take part in formal discussions regarding the application, or the terms and conditions of employment, of a member of that person's family.

- 4.4.3 In accordance with the obligations of employees under the *Saskatchewan Human Rights Code*, no employee shall discriminate against another employee on the basis of a prohibited ground.

4.4.4 **Systemic Discrimination**

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

4.5 **Duty to Accommodate**

- 4.5.1 The Parties recognize their joint duty under human rights legislation to provide reasonable accommodation in the workplace to Sessional Academic Staff members with disabilities. This duty applies to all characteristics identified in *The Saskatchewan Human Rights Code*, and includes but may not be limited to, disabilities, family status, pregnancy, ancestry, and religion.
- 4.5.2 The University will maintain a policy or procedure on the duty to accommodate that clearly lays out the responsibilities of the employer, union and worker seeking accommodation that will only be altered in consultation with the Occupational Health and Safety Committee and upon notification to the Faculty Association.
- 4.5.3 The University, the Faculty Association, and the Sessional Academic Staff member agree to make every effort to obtain suitable modified or alternate employment to Sessional Academic Staff members who are temporarily or permanently unable to perform or return to their regular duties, as a consequence of a disability, illness or injury, or due to other circumstances identified in the *Saskatchewan Human Rights Code*. In such circumstances the Faculty Association and the University may agree to waive certain provisions of this Agreement. All parties shall work cooperatively to foster an atmosphere conducive to a successful return to work and/or accommodation.
- 4.5.4 Once requested by a Sessional Academic Staff member, or the Faculty Association on their behalf, the University will provide for accommodation of members who face barriers at work related to human rights grounds without undue delay.
- 4.5.5 The University will do everything reasonably practicable including, but not limited to, modifying the workplace and workstations, modifying shifts and schedules, adapting equipment, restructuring duties, and providing other supports and taking

other steps to accommodate Sessional Academic Staff members up to the point of undue hardship. Undue hardship is generally defined as an unbearable financial cost or a considerable disruption to business, or an interference with the rights of others.

- 4.5.6 The definition of disability will be viewed broadly to include disabilities that are physical, mental, developmental or learning; temporary, episodic or permanent; evident at birth or acquired later in life; and acquired at work or elsewhere.
- 4.5.7 The Parties will respect the right to privacy of the worker seeking accommodation, to the extent possible. Any documentation pertaining to a Sessional Academic Staff member's workplace accommodation shall be kept in a file for this sole purpose, and shall not be retained in a Sessional Academic Staff member's official file.
- 4.5.8 The Parties agree that the member seeking an accommodation has a duty to disclose the obstacles to employment resulting from their disability or other protected circumstances requiring accommodation, but not the diagnosis of their disability. In addition, Sessional Academic Staff members will cooperate with rehabilitation efforts, work within restrictions, and accept reasonable proposals for accommodation.
- 4.5.9 The Parties will cooperate with each other to the fullest extent possible in all accommodation matters.

#### **4.6 Grievability**

The provisions of this Article do not limit or amend the provision of any collective agreement, and are not intended to discourage or prevent someone from pursuing a complaint with the Saskatchewan Human Rights Commission, Occupational Health and Safety, or via any other legal avenues available.

A Sessional Academic Staff member pursuing a complaint pertaining to discrimination or harassment under this Agreement, university policy, or any applicable legislation shall be entitled to request representation by the Faculty Association at every stage of the dispute resolution process.

#### **4.7 Reconciliation**

At any time in the process, reports of discrimination or harassment can be resolved using formal or informal approaches.

Approaches to reconciliation may include consultation, talking circles, or other traditional First Nations approaches to conflict resolution or mediation, formal investigations, grievances, and arbitration.

#### **4.8 Expedited Grievance**

The Faculty Association shall have the ability to commence grievances alleging a violation of this Article at Stage II of the Mechanism for Dispute Resolution detailed in Article 27.

#### **4.9 Safe Workplace**

The employer shall endeavour at all times to ensure that members who initiate a complaint under this article are not unduly displaced from their workspace or area as a result of any action by the employer in the investigation or dispensation of actions under the Respectful University policy and procedures. If these actions create a potential unsafe workspace, the employer will immediately rectify the situation; if members need to be removed from the physical space, the employer will consider the relocation of the respondent first. Alternatively, a Sessional Academic Staff member who believes that an alleged violation of this Article creates an unsafe workplace shall be entitled to request a change of physical space or other accommodations without fear of reprisal.

#### **4.10 Academic Freedom**

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

4.10.2 The Parties further agree that there shall be no discrimination or harassment practiced with respect to any Sessional Academic Staff member who, in a professionally responsible manner, expresses disagreement with the University's policies and practices.

## ARTICLE 5 – AFFIRMING DIVERSITY WITHIN A FIRST NATIONS INSTITUTION

- 5.1 The Elders affirm that the Creator gave different forms of culture and expression to different peoples, and that these forms are all equally valid. Furthermore, they recognize individuals and groups are enriched through the sharing of their cultural knowledge. In recognition of the mission of the University, the parties to this agreement are committed to pursuing diversity in employment and are committed to the principles of employment equity.
- 5.2 In accordance with the mission of the University and Section 48 of *The Saskatchewan Human Rights Code*, the Parties recognize that First Nations are vastly under-represented in the workforce and are committed to employment preference for members of First Nations and other Indigenous persons when recruiting, hiring and retaining staff.
- 5.3 The Parties are committed to providing an environment that affirms and promotes First Nations cultures and values, and also the dignity of human beings of diverse backgrounds and needs. The Parties agree that it is necessary to achieve and maintain balance and establish a strong First Nations presence within the University at every level.
- 5.4 When recruiting Sessional Academic Staff Members, the University will ensure that all advertisements reflect the University's commitment to the hiring of First Nations and other Indigenous persons, and to employment equity. Whenever possible selection committees shall have appropriate First Nations and gender representation, and an observer from outside the unit present during the selection committee deliberations.
- 5.5 The University will undertake appropriate steps to redress historic imbalances in representation for any of the designated groups. The Parties agree that appropriate steps include, but are not limited to, advertising and making appointments, and will not be deemed a violation of this Collective Agreement.
- 5.6 In the process of recruitment, each department will explicitly consider each of the above factors.

## ARTICLE 6 – HEALTH AND SAFETY

6.1 The University, Sessional Academic Staff Members and the Faculty Association share a commitment to creating and maintaining workplaces that are healthy and safe for all employees and the public, and share a commitment to cooperate in resolving health and safety concerns expeditiously. To that end, the University shall maintain policies and/or procedures for the health and safety of employees during working hours. These policies and procedures will only be changed in consultation with the Occupational Health and Safety committees and upon notification to the Faculty Association, and shall comply with the provisions of the *Saskatchewan Employment Act*, *Occupational Health and Safety Regulations*, and other applicable legislation, as they may be amended from time to time. Policies and/or procedures pertaining to Occupational Health & Safety can be viewed online at [www.fnuniv.ca/policies](http://www.fnuniv.ca/policies).

6.2 **The *Saskatchewan Employment Act* defines occupational health and safety as:**

- (i) the promotion and maintenance of the highest degree of physical, mental and social well-being of workers;
- (ii) the prevention among workers of ill health caused by their working conditions;
- (iii) the protection of workers in their employment from factors adverse to their health;
- (iv) the placing and maintenance of workers in working environments that are adapted to their individual physiological and psychological conditions; and
- (v) the promotion and maintenance of a working environment that is free of harassment (in accordance with the provisions of Article 4 – Respectful University).

6.3 **Occupational Health and Safety Rights of Employees**

Sessional Academic Staff Members have three basic rights under Part III of the *Saskatchewan Employment Act* that are:

- The right to know the hazards at work and how to control them;
- The right to participate in finding and controlling workplace hazards; and
- The right to refuse work that they feel is unsafe or will create a health hazard.

## 6.4 **Exercising the Rights**

### 6.4.1 **Orientation and Training**

In accordance with the right of Sessional Academic Staff to know and to control hazards at work, the Parties commit to orientation and training that includes:

- (i) The Parties will develop an Occupational Health and Safety Training module. Upon development of the module, letters of offer shall provide a link.
- (ii) The University will provide first aid supplies and equipment at each location, and will ensure that a University employee is trained in a certified first aid course, at the University's expense.
- (iii) Training for members serving on the OH&S committee as outlined below.

The Parties commit to identifying and improving health and safety concerns for individuals working during non-peak hours and at remote sites.

### 6.4.2 **OH&S Committees**

In accordance with the right of Sessional Academic Staff to participate in finding and controlling hazards at work, Sessional Academic Staff shall have representation on the Occupational Health and Safety Committees.

The Sessional Academic Staff bargaining unit will have one representative per location on the Occupational Health and Safety Committee(s).

The University will provide to the Sessional Academic Staff committee members access to a list-serve in order to communicate health and safety information.

The role of each committee will be to receive concerns and complaints from Sessional Academic Staff Members on matters affecting health and safety of the workplace, gather information pertaining to the complaints, investigate, and make recommendations to management and the member for the resolution of the complaint. Complaints must be made in writing by the member, outlining the health or safety concern and proposed remedies, and sent to the Chair of the committee, with a copy to the Supervisor of Human Resources and the Faculty Association. The members of the committee (s) will receive training at the University's expense. Such Training will be considered leave with pay.

The committee(s) will investigate a complaint in accordance with the timelines established by the *Saskatchewan Employment Act* and *The Occupational Health and Safety Regulations* and forward their report and recommendation for resolution of the complaint to the Supervisor of Human Resources, with a copy to the complainant and the Faculty Association.

The University will consider time spent by Sessional Academic Staff Members on committee work as time worked, which shall be compensated at the Hourly Rate (Appendix A – Compensation). Every committee meeting will be recorded in its official minutes and copies will be posted on bulletin boards in the workplace, with copies forwarded to the Supervisor of Human Resources and the Faculty Association, and be made available for inspection upon request by the Saskatchewan Ministry of Labour Relations and Workplace Safety.

The committee(s) shall make quarterly reports to the University and the Faculty Association reporting all incidents or complaints that were filed and investigated, and the recommendation for the resolution. The University will distribute the reports throughout the University community.

All correspondence will occur in accordance with Article 16 – Correspondence.

(i) Meeting times

- The University will make reasonable efforts not to schedule meeting times of the committee during teaching hours of the Sessional Academic Staff Members on the committee(s).

(ii) Travel Expenses

- When committee related travel is required or requested, and approved by the Supervisor of Human Resources, Sessional Academic Staff shall be entitled to receive travel expenses as per the University's Travel Expenses Policy.

#### 6.4.3 **Right to Refuse**

In accordance with the right of Sessional Academic Staff to refuse work that the employee feels is unsafe or may create a health hazard, Sessional Academic Staff Members should remove themselves and others from immediate danger and then do the following:

- (i) Inform the member's supervisor of their concerns.
- (ii) The committee will investigate each refusal and make a decision if such refusal is warranted. The committee shall report its findings to the University, and if necessary make recommendations for corrective action. If such action is not warranted, the committee will report that to the University, and will meet with the affected member(s) and report to them the reasons for its decision. If the employee believes the workplace is still unsafe or may create a health hazard, an investigation can be requested from the Occupational Health and Safety Division.
- (iii) The University may reassign the Sessional Academic Staff Member to other temporary duties during the committee's investigation, with no loss in pay or benefits to the member. If the University takes action against the member, such as discipline, demotion, transfer, etc., such action will be considered discriminatory unless the University shows good and sufficient other reason for taking such action.

## ARTICLE 7 – RECOGNITION

- 7.1 The University recognizes the University of Regina Faculty Association, which is a member of the Canadian Association of University Teachers (CAUT), as the exclusive collective bargaining agent for the members of the bargaining unit, as defined by the Certificate of the Saskatchewan Labour Relations Board dated at Regina, Saskatchewan on the 4th day of July 2016, and as may be amended from time to time by the said Board or by mutual agreement of the Parties to this agreement.
- 7.2 The bargaining unit shall be comprised of all Sessionals including but not limited to Sessional Lecturers, Sessional Instructors, Sessional Lab Instructors and all other employees employed by the First Nations University of Canada, in the Province of Saskatchewan, who are responsible for teaching and/or instructing and who are remunerated on a per course and/or per lab basis, but excluding: all graduate teaching fellows; post-doctoral fellows; adjunct professors; professors without term; all academic student assistants; all academic staff who are represented by the University of Regina Faculty Association pursuant to the Order of the Board issued on December 18, 1990 (LRB File No: 146-90); the President; the Vice-President (Academic); the Associate Vice-President (Academic); the Registrar; the Director (Human Resources); the Executive Director (Finance); the Director (Plant Property and Maintenance); the Director (Student Success Services); the Payroll Officer (Finance); Human Resource Consultants; Elders; and, Elders Helpers.
- 7.3 The University hereby agrees to negotiate with the Faculty Association any and all matters pertaining to working conditions, hours of work, classification, scale of wages benefits, and any other matters mutually agreed to.

## **ARTICLE 8 – MANAGEMENT RIGHTS**

- 8.1 The Parties recognize the right of the employer to plan, coordinate, and direct its resources, assign duties and manage the affairs of the University except as limited by the provisions of this Agreement, applicable legislation and jurisprudence.
- 8.2 The employer agrees to exercise these rights in a manner that is fair, reasonable, and equitable.

## ARTICLE 9 – ACADEMIC PLANNING

- 9.1 The University and the Faculty Association recognize the importance of the University engaging in a planning process to permit the University to fulfil its obligations. Such planning shall be undertaken in a spirit of collegiality and with open communication. The Parties recognize that such planning involves the need for flexibility in the allocation of resources, consistent with fair treatment of academic staff members, and in accordance with the provisions of this Collective Agreement.

The Parties agree that planning is essential to the proper functioning of the University, and to the ability of the University to provide programs that fulfil the needs of the communities and students that it serves. The Parties agree, therefore, that it is mutually desirable that planning take place in consultation with academic units, including Sessional Academic Staff Members. When Sessional Academic Staff attend academic planning, unit meetings, they shall be paid in accordance with Appendix A – Sessional Academic Staff Member Hourly Rate.

- 9.2 Within the context of the planning process, recommendations and decisions regarding the academic offerings of the University will be made by bodies charged with those responsibilities under the First Nations University of Canada Act and the University of Regina/FNUUniv Federation Agreement.
- 9.3 When instituting, developing, reducing, or eliminating programs, the University recognizes the need to institute these changes in such a way as to minimize the disruption to the careers of Sessional Academic Staff Members, while recognizing its special responsibility to First Nations' peoples.

### 9.4 **Consultation in Committee**

Consultation in committee, wherever it appears throughout the Collective Agreement, means that the consultative process shall include, but not be limited to, the following elements: meetings scheduled at a reasonable hour and location; agendas circulated and minutes kept; secret ballots as needed, such as for elections; and, a reasonable effort to consult those who are absent from campus.

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

Any policies and procedures developed by the University shall be fair, transparent, and consistent with the terms of the collective agreement. The University shall inform Sessional Academic Staff Members of changes to policies, or new policies affecting them, and shall inform the Faculty Association of changes to policies, or new policies.

## **ARTICLE 10 – JOINT INTERNAL RELATIONS COMMITTEE**

- 10.1 The University and the Faculty Association agree to establish an internal relations committee.
  - 10.1.1 The committee shall promote harmonious relations in keeping with First Nations cultures and values by acting as a liaison between the Faculty Association and the University to consider problems which may arise from the interpretation and administration of the agreement, and to discuss, with a view to resolving, problems or potential problems relating to working conditions which could include: material changes to, or creation of policies that may alter the rights, duties, and responsibilities of Sessional Academic Staff Members.
  - 10.1.2 The committee shall periodically review equity issues at the University.
  - 10.1.3 The committee shall periodically review the planning process at the University.
  - 10.1.4 The President shall designate not more than six members, and the Faculty Association shall designate not more than six members, at least one being a sessional academic staff member from First Nations University of Canada. In addition, the Committee shall invite an Elder to be present.
  - 10.1.5 Meetings of the committee will be scheduled, at mutually agreeable times, at the call of either party. Agenda items may be presented by either party. There shall be no permanent chair, but rather a chair shall be selected by those attending the meeting. There shall be no official minutes and each party is responsible for keeping any notes it may desire.
  - 10.1.6 All discussions should be on a without prejudice basis and, the committee shall have no power to bind either party in the application of this agreement, nor to change the Agreement in any way.

## **ARTICLE 11 – UNION MEMBERSHIP AND DUES CHECKOFF**

### **11.1 Union Security**

- 11.1.1 Every employee who is now or later becomes a member of the union shall maintain membership in the union as a condition of the employee's employment.
- 11.1.2 Every new employee shall, within 30 days after the commencement of the employee's employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of the employee's employment.
- 11.1.3 Notwithstanding paragraphs 11.1.1 and 11.1.2, any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall, as a condition of the employee's employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

Membership in the Faculty Association shall be a condition of employment.

- 11.2 As a condition of employment all members of the bargaining unit shall remit to the Faculty Association all periodic dues required by the Faculty Association. Such dues are to be remitted at the time members are required to pay them.
- 11.3 The University shall inform each new member of the bargaining unit of the provisions of Articles 11.1 and 11.2 not later than thirty days after the member's date of appointment, and at the same time provide to the member the Faculty Association Information Package for New Members, if provided by the Faculty Association.
- 11.4 The University shall deduct from the salary of each sessional academic staff member of the bargaining unit membership dues and assessments as directed by the Faculty Association, provided each member who wishes this method of payment has submitted a written authorization for such deduction to Human Resources.
- 11.5 The University shall forward by the 10<sup>th</sup> day of the following month, a cheque to the Faculty Association representing the amounts so deducted together with a listing of names of those from whom deductions have been made, their ranks, and the amount of such deductions.

## **ARTICLE 12 – CONTRACTING OUT**

- 12.1 Sessional Academic Staff Members providing teaching services shall be considered employees and not independent contractors and shall be included in the bargaining unit except in accordance with Article 7 – Recognition and as below.
- 12.2 All positions posted to the bargaining unit shall be staffed by a qualified sessional academic staff member applicant whenever possible. If subsequent to being posted no qualified individual is found, subject to the approval of the Faculty Association such position can be filled by an out-of-scope person, a member of another bargaining unit, or contracted to a corporation, organization, or agency.
- 12.3 At the end of the first month each semester, the University will provide to the Faculty Association a report containing the names and titles of out-of-scope persons, corporations, organizations, or agencies that are contracted for teaching services, and the work performed.
- 12.4 At the end of the first month each semester, the University will provide to the Faculty Association a report that lists identifying numbers, location, number of students, and total stipend of individuals contracted as Field Supervisors or equivalent.

## **ARTICLE 13 – FACULTY ASSOCIATION ACTIVITY AND USE OF UNIVERSITY PREMISES**

- 13.1 In accordance with University policy and other applicable regulations, the University agrees to allow the Faculty Association to use University facilities, such as office space, meeting rooms, ceremonial spaces, public spaces and outdoor spaces, telephones (not including long distance tolls) and, under normal circumstances, the use of the internal University mail delivery service.

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

- 13.2 Subject to availability, the University shall allow the Faculty Association to use University reproduction services, computing facilities and audio-visual equipment, at University rates.
- 13.3 Subject to availability, the University agrees to provide the Faculty Association with suitable meeting rooms as required.
- 13.4 The University agrees to permit the Faculty Association to use the existing University bulletin boards to post notices and other similar information concerning the Faculty Association which may be of interest to its members.
- 13.5 If one or more Sessional Academic Staff Members serves as Chair of an URFA Standing Committee, the University will provide the equivalent hourly rate of a Sessional Lab Instructor III for the work performed to a maximum of 30 hours per month unless mutually agreed upon in advance in writing.

If Sessional Academic Staff Members serve on a Bargaining Committee, the University will provide the equivalent of one (1) Sessional Academic Staff Member stipend at their respective level during the semester, to a maximum of two (2) Sessional Academic Staff Members. The Faculty Association will pay the stipends of any additional Sessionals on the negotiation team. The Faculty Association must provide written notice to the University of the Bargaining Committee members upon appointment, and at least two (2) months in advance of the semester in which the member would normally teach. No individual will receive more than three (3) stipends for serving on a bargaining committee per bargaining round.

The Parties agree that the University will not be responsible for any expenses beyond the Sessional Academic Staff Member I stipend, unless otherwise agreed by the Parties in advance in writing.

The University agrees that the Faculty Association officers, negotiators, and Sessional Academic Staff Members acting on behalf of the Faculty Association may use University Facilities as per Article 22 – Workspace and Facilities for the purpose of preparing for, and conducting negotiations and conducting Faculty Association business. The duties of the Sessional Academic Staff Member are to be continued and, therefore, adequate prior notification of absences is required.

- 13.6 The Faculty Association shall have the right at any time to call upon the assistance of representatives of the Canadian Association of University Teachers. Such representatives shall have access to the University premises to consult with Sessional Academic Staff Members, the Faculty Association officials or the University.

## **ARTICLE 14 – INFORMATION**

### **14.1 Information with Respect to Academic Staff Members**

No later than September 15th, January 15th and May 15th of each year, the University will make available to the Faculty Association the following information:

14.1.1 with respect to all current Sessional Academic Staff Members:

- name
- employee number
- gender
- status / non status
- First Nations University of Canada email address
- date of first appointment
- start and end date of current appointment
- name, year and institution of highest degree
- rate of pay
- campus
- department
- course (including subject, number, section and term)
- classification
- leave status (type of leave) – if applicable

14.1.2 a list of all program coordinators

14.2 The University will provide to the Faculty Association, by the 10<sup>th</sup> of each month, an update to the material for the previous month, indicating any additions, deletions and changes.

### **14.3 Information for Collective Bargaining and Contract Administration**

For the purposes of collective bargaining and contract administration, the University and the Faculty Association agree to make available to the other party upon written request, and within a reasonable time thereafter, information which is mutually agreed to be required.

The Parties agree to meet in advance of formal negotiations to discuss what information will or will not be provided.

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

Where requested information will not be provided, a rationale will be provided in writing.

- 14.4 No later than August 10<sup>th</sup> of each year, the University shall provide the Faculty Association with numerical data tracking the hiring and promoting designated groups in the preceding year.

## **ARTICLE 15 – OFFICIAL FILE**

- 15.1 There shall be only one official file for each Sessional Academic Staff Member, and it shall be located in Human Resources.
- 15.2 The file shall contain only material pertinent to the Sessional Academic Staff Member's employment with the University in an academic position. It shall not contain any anonymous material. Material destined for the official file shall be transferred to the official file in a timely manner. Each entry will be officially date stamped as of the day it arrives in Human Resources.
- 15.3 The Sessional Academic Staff Member may add a signed and dated response to any material contained in the file.
- 15.4 The official file may be examined by the Sessional Academic Staff Member, or by another individual or the Faculty Association upon the written authorization of the Sessional Academic Staff Member, at any time during regular office hours, in the company of a Human Resources employee. The Sessional Academic Staff Member may choose to be accompanied by a representative of the Faculty Association as well.
- 15.5 Upon written request to Human Resources, the Sessional Academic Staff Member shall be provided with copies of any documents in the file, at the Sessional Academic Staff Member's expense.

## **ARTICLE 16 – CORRESPONDENCE**

- 16.1 A copy of each and every piece of correspondence passing between the Faculty Association and the University shall be sent to the Director of Human Resources of the University and the President of the Faculty Association.
- 16.2 All written correspondence between the Faculty Association and the University shall be copied to Human Resources and the Faculty Association. In the case of electronic communications, all correspondence shall be copied (cc) to [humanresources@fnuniv.ca](mailto:humanresources@fnuniv.ca) and [urfa@uregina.ca](mailto:urfa@uregina.ca).
- 16.3 The Faculty Association shall notify the University as soon as possible of any changes in the composition of any committees appointed by the Faculty Association.

## **ARTICLE 17 – POSTINGS AND APPOINTMENTS**

### **17.1 Preamble**

In accordance with Article 5 – Affirming Diversity, the Parties acknowledge that priority is given to qualified First Nations and other Indigenous candidates when posting and making appointments for Sessional Academic Staff positions.

All Sessional Academic Staff appointments shall be made by the University after teaching duties have been assigned to Faculty Academic Staff Members and in consideration of recommendations from the appropriate Associate Dean, and appropriate budget approval. Work in the bargaining unit will be assigned following the process of pre-posting offers, internal and external posting. All offers will be made in writing (normally via electronic e-mail), with a copy to the Faculty Association.

### **17.2 Pre-Posting Offers**

In advance of Sessional Academic Staff positions being posted, the University shall give pre-offer status to Sessional Academic Staff Members including out-of-scope persons who have taught the course(s) in question at least five (5) distinct semesters. Sessional Members will be contacted by Human Resources by e-mail informing them of all sections being offered to determine their interest in teaching one or more sections of the course. These e-mails will be copied to the Faculty Association. The Sessional Academic Staff Member will have seven (7) business days from the date on which the e-mail was sent to respond to the offer, indicating their acceptance of the offer to teach the course(s), and their desired sections. If more than one applicant desires the same section, the considerations outlined in 17.6 below will apply.

Pre-posting offers shall apply unless a member has been informed in writing by the VP Academic that their performance has been determined to be unsatisfactory either through Article 26 – Progressive Discipline or following the training and mentorship program process outlined in Article 20 – Teaching Assessments.

If it is determined through the Teaching Assessment process that a Sessional Academic Staff Member is performing inadequately, upon the receipt of a mentorship plan the Sessional Academic Staff Member will be provided two (2) teaching semesters to close the identified gaps in performance outlined in the mentorship plan. In cases where improvement has been achieved, but all aspects of the mentorship plan have not been completed, the Member may be granted an extension of one (1) additional teaching semester with the approval of the VP Academic. Failure to address the identified gaps during the allotted teaching semesters will result in Pre-Offer Status being suspended until a follow up teaching assessment is completed as per Article 20.1.3 - Teaching Assessment Requests Outside of the Required Teaching

Assessment(s).

Community-based courses are excluded from pre-posting offers and shall be filled in accordance with Article 17.3.3 – Community Based Courses.

17.2.1 Sessional academic staff members with pre-offer status shall be considered for courses in advance of postings within an academic unit to a maximum of four (4) pre-posting offers per semester.

17.2.2 Members shall maintain their pre-offer status and FNUUniv email, for a period of up to two years from the time of their last sessional appointment at the University.

### 17.3 **Posting Notices**

If a Sessional Academic Staff position is not filled through the process outlined above, it will be posted in two stages: internally, for a period of ten (10) business days; then, if the position has not been filled, externally, for a period of ten (10) business days.

Job postings shall be posted at least two (2) months before the beginning of the semester to which they apply. Where for *bona fide* reasons it is not possible to post a vacancy in accordance with the above, the University shall inform the Faculty Association in a timely manner of these reasons, and shall post the position for not less than seventy-two (72) hours.

The University will maintain a third-party career alert system for individuals wishing to be notified of postings offered through the University's website. The Sessional Academic Staff Member will be responsible to ensure enrolment is maintained. The University will not be held responsible for errors or omissions made by the third-party system.

#### 17.3.1 **Internal Postings**

Internal postings will be made through the University's website. All internal job postings shall be posted for a period of ten (10) business days.

Qualified applicants currently in the Sessional Academic Staff Member bargaining unit, or who have been employed in the bargaining unit within the past 13 months, may submit an application for consideration, along with updated application materials at the member's discretion or as required, in accordance with the provisions of Article 17.5 below.

#### 17.3.2 **External Postings**

If, following the procedure established in 17.3.1, the position has not been filled by

a qualified applicant, the position will be posted externally within ten (10) business days thereafter in accordance with 17.4 below.

### **17.3.3 Community-based Sessional Instructor Positions**

From time-to-time FNUniv may enter into partnerships with communities /or educational institutions to offer community-based courses. The Parties acknowledge that the process of identifying and appointing Sessional Academic Staff Members may differ from the process described in 17.2 and 17.3 above. The University will work in partnership with the communities in question to identify qualified Sessional Academic Staff Members. Courses taught through a community-based program do not contribute toward a Sessional Academic Staff Member qualifying for pre-posting offers.

FNUniv shall inform Sessional Academic Staff Members through the University's e-mail what community based courses are available and how to apply

If no qualified candidate is identified by the community, the community may post the position in accordance to 17.3. The community seeking a Sessional Academic Staff Member may choose and appoint a successful candidate at their discretion.

### **17.4 Content of Postings**

Each job posting shall include the qualifications, type of position, course number, title, location, delivery mode, anticipated enrolment, salary range, start and end date of the contract, day and time of the course (where these are known), a commitment to equity in hiring in accordance with the provisions of Article 4 – Affirming Diversity, and a statement that this is a unionized position.

All posted Sessional Academic Staff positions shall be advertised on the careers page at <http://fnuniv.ca/jobs>, with a copy to the Faculty Association without delay.

Such advertisements shall adhere to the University's exemption under Section 48 of the *Saskatchewan Human Rights Code*, which allows the University to give preference to First Nations and other Indigenous candidates.

### **17.5 Applications**

All applications to internally and externally posted positions are to be submitted electronically using the University's on-line recruitment system.

Applications for Sessional Academic Staff positions shall include a curriculum vitae and a

letter highlighting teaching experience. Sessional Academic Staff Members may provide updated information to the file at any time by accessing their profile on the University's online recruitment system.

## **17.6 Appointment Process**

Should more than one Sessional Academic Staff Member be deemed to have comparable qualifications and experience, the primary deciding factor shall be the exemption under Section 48 of the Human Rights Code, which allows the University to give preference to First Nations and other Indigenous candidates. The secondary deciding factor shall be the candidate's experience in teaching the course in question using a consistent mode of delivery. If all of the above are equal then an interview process will be conducted as per 17.6.1 below.

When appointing Sessional Academic Staff Members, geographic location will be taken into consideration. Preference will be provided to Sessional Academic Staff Members with comparable qualifications and experience who reside within a one hundred and thirty (130) km radius of the campus where the course is being offered with the exception of online/asynchronous classes.

### **17.6.1 Interview Process**

In addition to the above, competing external candidates will participate in an interview process in accordance with the University's Administrative and Support Staff Recruitment Policy and Procedures.

### **17.6.2 Letters of Offer**

Appointments of Sessional Academic Staff Members shall be made by the President upon recommendation by the Vice-President Academic, and only after approval of the Sessional Academic Staff Members' qualifications by the University of Regina.

Normally, all Sessional appointments shall be made at least twenty-one (21) days before the start of the semester. If circumstances preclude an appointment being made in accordance with the process outlined in Article 17, the University shall inform the Faculty Association in a timely manner.

Each Sessional Academic Staff Member being offered an appointment by the University shall be sent a Letter of Offer setting forth the conditions of the appointment. The Letter of Offer 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 Academic Staff Member Letters of Offer shall also indicate the start and termination dates of the appointment, pre and post work to the course if applicable under Article 23 – Workload and Support, the salary, any additional travel remuneration, the location, and dates and times of the course. The University acknowledges that Sessional Academic Staff Members may have preparatory work to do before the start date and sometimes may have to deal with grading tasks after the termination date (see Article 23).

Letters of Offer for curriculum development or redevelopment will be issued in accordance with Article 19.4.

Sessional Academic Staff Members who perform Field Supervisor or equivalent duties will have this stated in their Letter of Offer.

Candidates with priority status whose applications for appointment are unsuccessful shall be notified via email.

#### **17.6.3 Acceptance of Offer**

An appointment shall not be deemed to have been accepted unless the Sessional Academic Staff Member accepts in writing within the seven (7) business days time limit specified in the Letter of Offer. The University will have no obligation to compensate Sessional Academic Staff Members who do not accept appointments in writing within the time limit.

A copy of the Letter of Offer shall be forwarded to the Faculty Association 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.

Sessional 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 thirteen (13) months after their final contract ends.

Letters of Offer for all Sessional Academic Staff Members shall indicate the conditions for compensation of the Sessional Academic Staff Member should the course in question be cancelled after the deadline cited in Article 17.7.

## 17.7 **Course Cancellations**

Sessional Academic Staff Members shall be compensated if a course is cancelled on the following basis:

Courses cancelled following acceptance of contract: Compensation shall consist of a cash payment equal to one-tenth of the stipend indicated in the original Letter of Offer.

Courses cancelled within 21 days prior to commencement of the course: Compensation shall consist of a cash payment equal to one-quarter of the stipend indicated in the original Letter of Offer.

Courses cancelled following commencement of the semester: Compensation shall consist of a cash payment equal to three-fifths of the stipend indicated in the original Letter of Offer if no alternative teaching opportunities are available to be offered in that semester.

## ARTICLE 18 – JOB CATEGORIES

18.1 Every appointment of a Sessional Academic Staff Member shall be made in accordance with the provisions below.

### 18.2 **Sessional Instructor**

- (i) Sessional Instructor I: A Sessional Academic Staff Member who possesses a Bachelor's degree or relevant professional experience, credentials, and/or teaching experience.
- (ii) Sessional Instructor II: A Sessional Academic Staff Member who possesses a Master's degree or equivalent, or possesses a four-year Bachelor's degree or equivalent and has taught 12 three credit hour courses or equivalent.
- (iii) Sessional Instructor III: A Sessional Academic Staff Member who possesses a Ph.D. or equivalent, or possesses a Master's degree or equivalent and has taught 15 three credit hour courses or equivalent.

18.2.1 Equivalent qualifications in accordance with Article 18.2 include relevant professional experience, credentials, teaching experience and Indigenous knowledge, and shall be assessed in accordance with Article 18.5.

### 18.3 **Sessional Lab Instructor**

- (i) Sessional Lab Instructor I: A Sessional Academic Staff Member who possesses a Bachelor's degree relevant professional experience, credentials, and/or teaching experience.
- (ii) Sessional Lab Instructor II: A Sessional Academic Staff Member who possesses a Master's degree or equivalent, or possesses a four-year Bachelor's degree or equivalent and has taught 12 three credit hour courses or equivalent.
- (iii) Sessional Lab Instructor III: A Sessional Academic Staff Member who possesses a Ph.D. or equivalent, or possesses a Master's degree or equivalent and has taught 15 three credit hour courses or equivalent.

18.3.1 Equivalent qualifications in accordance with Article 18.3 include relevant professional experience, credentials, teaching experience and Indigenous knowledge, and shall be assessed in accordance with Article 18.5.

#### 18.4 **Sessional Field Coordinator**

A Sessional Academic Staff Member who is appointed to be a Sessional Field Coordinator or an equivalent shall, in respect of such position, be appointed at the rank of Sessional Instructor II.

#### 18.5 **Criteria and Compensation**

18.5.1 The Vice-President Academic, in consultation with the appropriate Program Coordinator or equivalent, shall assess professional experience, credentials, teaching experience and Indigenous knowledge to determine the appropriate level of appointment.

18.5.1.1 Where Indigenous knowledge is to be considered, the Elders Advisory Council shall provide recommendations to the Vice- President Academic as to the appropriate weighting of this factor toward appointment rank.

18.5.2 With the exception of Sessional Field Coordinators and contracts offered in accordance with Article 19.4 – Sessional Curriculum Developer, academic staff members from the faculty ranks who retire from the University and who later agree to teach on a sessional basis shall be classified at the Sessional Instructor III level.

18.5.3 For appointment to a higher rank, a Sessional Academic Staff Member must have achieved the necessary qualifications or equivalent relevant experience. When qualifications have been met prior to commencement of the class, the appointment shall be revised to the higher rank.

18.5.4 In the event that another job category is created to which Sessional Academic Staff Members are to be appointed, the Parties will determine the appropriate ranking criteria.

18.5.5 All sessional academic staff members will be compensated in accordance with Appendix A - Compensation.

## **ARTICLE 19 – DUTIES**

Sessional Academic Staff Members include the following categories: Sessional Instructor, Sessional Lab Instructor, Sessional Field Coordinator, and Sessional Curriculum Developer.

### **19.1 Sessional Instructor**

The duties of a Sessional Instructor are related to the creation, content development, implementation and delivery of undergraduate and graduate courses. These duties include, but are not limited to, the following:

- teaching classes aligned, in general conformity with the content, format and official description approved by the University;
- preparing course outlines and materials
- submitting outlines and draft exams for review by the Program Coordinator; submission deadlines will be determined between the Program Coordinator and the Sessional Instructor; Sessional Instructors may be asked to resubmit if these documents do not meet FNUUniv standards;;
- providing academic counselling to students;
- being available to meet with students;
- grading and reporting as set by the academic regulations;
- observing and abiding by all academic regulations as set by the University of Regina;
- reporting all instances of suspected academic and non-academic misconduct to the appropriate University personnel;
- maintaining student records as required by University policy;
- maintaining confidentiality regarding student matters;
- attending orientation as required; and
- performing other duties directly related to the teaching of assigned courses, as agreed by the Sessional Instructor and the University.

Notwithstanding the provisions of Article 2 – Academic Freedom and / or Article 3 – Intellectual Property, the University will make all reasonable efforts to provide Sessional Instructors with resources required to teach the classes they are assigned.

### **19.2 Sessional Laboratory Instructor**

The duties of the Sessional Laboratory Instructor include, but are not limited to, the following:

- to organize, set up, and be the main instructor for the laboratory sessions
- to instruct the lab in consultation with the course instructor;
- to evaluate the students' progress in the lab portion of the course;

- to provide academic counselling to students;
- to attend meetings and orientation sessions;
- to submit all final marks within 5 working days of the final lab; and
- to perform other duties directly related to the teaching of assigned laboratory sessions, as agreed by the Sessional Laboratory Instructor and the University;
- where appropriate, to ensure that supplies and equipment are in good working condition, ready to be used; and
- where appropriate, to ensure that lab facilities and equipment are clean, and to return the supplies and equipment to the appropriate storage cabinets.

### 19.3 **Sessional Field Coordinator**

In some programs, a Sessional Field Coordinator will be contracted to oversee the placement of students in practicum or internship appointments. The duties of the Sessional Field Coordinator include, but are not limited to, the following:

- identifying field placements for students;
- working closely with the Associate Dean or Program Coordinator to ensure successful completion of student placements;
- interacting regularly with Supervisors in placement environments to deal with any issues or concerns;
- organizing orientation sessions for placement students;
- creating and maintaining a manual for placement students;
- participating in committees and other meetings, as designated by the Associate Dean or Program Coordinator;
- promoting positive relations for the University with related agencies; and
- ensuring timely completion of placement reports, as required.

### 19.4 **Sessional Curriculum Developer**

In some cases, the work of the Sessional Academic Staff member may be directly related to curriculum development or redevelopment. In those cases, the Sessional Academic Staff member will be compensated in the form of a Sessional Academic Staff Member II stipend (full or prorated). The Letter of Offer for this work will include the name of the supervisor, the deliverables required, the consultation process and the timelines for delivery. In keeping with Article 3 – Intellectual Property, the copyright for materials created under such contracts rests with the University.

Curriculum development opportunities will be posted in accordance with Article 17 – Postings and Appointments. The selection and approval process for Sessional Academic Staff Members under these contracts will be identical with that for teaching contracts.

19.5 **Service In Committee**

Sessional Academic Staff Members may choose to accept service work for the University and shall be paid in accordance with Appendix A – Sessional Member Hourly Rate. The VP Academic shall authorize the committees for which Sessional Academic Staff Members will be recruited. Such authorization shall not be unreasonably withheld. Academic policy shall guide the fair and equitable selection of committee members.

## **ARTICLE 20 – TEACHING ASSESSMENTS**

The purpose of Teaching Assessments is to identify and address performance concerns, provide mentorship and guidance to Sessional Academic Staff and provide the best possible experience for students. Teaching Assessments shall use reasonable methods and criteria of evaluation that are appropriate to the department and provide an honest and fair assessment of their performance of duties in relation to the course in question.

Within the bounds of Article 2 – Academic Freedom, the Associate Dean and Program Coordinators shall consult and determine when to conduct a Teaching Assessment of an employee's teaching performance for the purpose of providing feedback on their course instruction. This is done in accordance with plans for future professional development to assist Sessional Academic Staff Members to remain current with developments in their disciplines and update the subject matter of courses they teach.

Following three (3) semesters of instruction, the Program Coordinator or Designate shall conduct a Teaching Assessment. A Teaching Assessment shall occur once per every three (3) years of instruction unless a review is requested through Article 20.2.

Members who do not receive timely performance feedback may apply to Human Resources or the Faculty Association for assistance.

### **20.1 Teaching Assessment**

In order to provide mentorship and promote effective teaching, Teaching Assessments are conducted by the Program Coordinator and/or designate in collaboration with the Sessional Academic Staff Member. Wherever possible, teaching standards will be equivalent with those in evaluating other teaching staff in the same unit.

Sessional Academic Staff Members will be given at least two (2) weeks' notice of their Teaching Assessment. Assessment criteria will be provided to Sessional Academic Staff Members upon notification. Observations shall be scheduled through consultation.

A Teaching Assessment will normally evaluate the following:

- (i) Subject matter, teaching strategy, pedagogical approach, and sample teaching materials
- (ii) Statements, reports, teaching dossier, or other information will be submitted for consideration;
- (iii) One or more in-class observations of teaching, and
- (iv) Students' course evaluations in accordance with Article 20.5.

Barring extenuating circumstances, the Program Coordinator or designate shall meet with the Associate Dean within thirty (30) days of gathering the information indicated above to determine what information will be considered within the evaluation, discuss the assessment and identify areas of strength and may recommend plans or resources for development.

Barring extenuating circumstances, the Program Coordinator or designate shall meet with the Sessional Academic Staff member within fifteen (15) days of meeting with the Associate Dean to provide a written report. The report will identify areas of strength and may provide recommendations of plans or resources for development to the Sessional Academic Staff Member for their feedback. This report shall include an appendix of all documents evaluated through the Teaching Assessment.

The Sessional Academic Staff Member will be asked to sign the report to acknowledge that it has been read and discussed. Should the Sessional Academic Staff Member wish, they will be entitled to file a written comment, which will be appended to the report that will be shared with the University and the Faculty Association

## **20.2 Teaching Assessment Requests Outside of the Required Teaching Assessment(s)**

The University, or Sessional Academic Staff Member, may request a Teaching Assessment outside of the scheduled Teaching Assessment. If the University initiates a Teaching Assessment, a copy of the request will be forwarded to the Faculty Association.

## **20.3 Inadequate Performance**

If it is determined through the Teaching Assessment process that the Sessional Academic Staff Member is not performing their teaching-related duties adequately, the University shall identify concerns and expectations in writing in alignment with Article 26 – Progressive Discipline which may include resources to assist the Sessional Academic Staff Member in addressing performance concerns or require the Sessional Academic Staff Member to participate in a mentoring program.

Should a mentoring program be required, a reasonable course of training and mentorship will be implemented by the Program Coordinator in consultation with the Member. This written training and mentorship plan will outline the timelines and criteria for assessing improvements in performance, and a copy will be forwarded to Human Resources and the Faculty Association.

If, following the training and mentorship, the Sessional Academic Staff Member is still not performing their teaching-related duties adequately, the Program Coordinator may refer the file to the Vice-President Academic for disciplinary action, as outlined in Article 26 – Progressive Discipline. Discipline shall be initiated only after the Vice-President Academic

has provided the Member, with a copy sent to the Faculty Association, a written statement detailing the performance inadequacies, stating the seriousness of the situation, and giving recommendations and a reasonable time frame for improving the Member's performance.

#### **20.4 Official File**

Upon completion, the Teaching Assessment including any training or mentorship plans shall be collated and included in the Sessional Academic Staff Member's Official File.

A Sessional Academic Staff Member who meets the criteria outlined in a training and mentorship plan shall be provided with a written statement acknowledging resolution of the concern. This statement will be appended to the Teaching Assessment.

#### **20.5 The Use of Student Course Evaluations**

The University will develop, administer, and use student course/instructor evaluation forms, following consultation in committee with the Sessional Academic Staff. Such evaluation forms shall be designed, in part, for the purpose of obtaining fair and reasonable assessments of the quality of teaching and to remove discrimination, harassment and other forms of bias. The Parties 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, teaching assessment and written commentary from the member.

#### **20.6 Conflict of Interest**

The Parties recognize that avoidance of conflicts of interest is essential to the preservation of the integrity and credibility of the teaching assessment process. The responsibility for identifying conflict of interest rests with the University and Sessional Academic Staff Member. Anyone perceiving such a conflict for the purpose of performing or receiving teaching assessments should raise the issue to the Associate Dean or may request the Faculty Association to raise the issue.

## ARTICLE 21 – ORIENTATION AND TRAINING

- 21.1 In order to fulfil the stated mission of First Nations University of Canada, the University requires Sessional Academic Staff Members experienced in traditional academic disciplines, and in languages, cultures, societies worldviews, traditions, practices, spirituality and ways of knowing and being of Indigenous communities. Each Member must, to some degree, share in these perspectives. As an innovative institution, the University has a need to foster the development of Sessional Academic Staff Members with the skills, knowledge, understanding and relationships which are necessary to fulfil the mission of the Institution. Members are expected to develop professionally and academically, and in their understanding of Indigenous cultures.
- 21.2 The University may provide opportunities for individual development through cultural events, oral traditional consultation, established training programs, regular conferences, and in-service training. Twice a year, in consultation with the Faculty Association, twice a year the University shall provide Sessional Academic Staff Members with an orientation to working in a First Nations controlled institution. The Faculty Association shall be advised of these orientation sessions no later than one week in advance, and shall be invited to provide a 30-minute presentation at each orientation.
- Each orientation session shall include, but not be limited to, Academic Regulations, applicable legislation, and University Policies. It will also include the roles and responsibilities of the following: Office of the Vice- President Academic, Finance, Registrar's Office, Library Services, Human Resources, Student Success Services, Information Technology, Elder Services, Facilities Management, Program Units, and the Faculty Association.
- 21.3 Sessional Academic Staff Members attending orientation and employed in the bargaining unit for the first time shall be remunerated at the Hourly Rate (Appendix A – Compensation).
- 21.4 Sessional Academic Staff Members are encouraged to attend cultural events, oral traditional consultations, institutes, workshops, conventions, conferences, and other education related events which are of value in the development and promotion of the objectives of the University provided they do not interfere with normal teaching duties.
- 21.5 Whenever possible the University will support professional development opportunities by making events affordable for Sessionals. Sessional Academic Staff Members will be provided opportunities equal to faculty and staff to attend events hosted by the University.

## ARTICLE 22 – WORKSPACE AND FACILITIES

22.1 Insofar as possible and consistent with the physical facilities available, the University agrees to provide the necessary resources to Sessional Academic Staff Member so they may fulfil their teaching duties effectively and with support equivalent to that provided to academic staff. Such support includes, but is not limited to:

- Copies of educational materials essential to the course (i.e. textbooks, manuals, software programs, etc.);
- Access to library resources;
- Access to reasonable physical and/or online space sufficient to hold office hours, perform preparatory duties, meet privately with students;
- Access space to store material upon request based on need and availability;
- Access to Sessional offices and workspaces during normal building hours;
- Telephone access;
- Access to an on-site mailbox;
- Access to a computer with internet capabilities;
- Access to electronic mail;
- Use of printers and photocopiers for course-related material(s);
- Marking assistance for large classes; and
- Clerical and IT assistance when necessary.

Misuse or inappropriate use of University resources may result in discipline.

The University shall ensure that employee internet accounts, including library access, remain active for thirteen (13) months after the last date worked.

22.2 Sessional Academic Staff Member shall not be put under surveillance without being notified, except when a temporary camera installation is required specifically to capture inappropriate and/or unlawful behaviour. Before posted surveillance devices are installed, the University will notify the Faculty Association of their location.

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

The University shall release personal information from an academic staff member's files to a third party only as required for legitimate administrative needs, as provided by law, as

permitted by this Agreement, or with the prior consent of the member.

## **ARTICLE 23 – WORKLOAD AND SUPPORT**

### **23.1 Normal Duties**

- 23.1.1 The compensation rates for Sessional Academic Staff Members are inclusive of normal duties as described in Article 19 – Duties.
- 23.1.2 In some cases, the work of Sessional Academic Staff Members may exceed the normal duties as described in Article 19 – Duties. If this occurs, the Member may meet with the Program Coordinator to discuss the assignment of duties and determine a mutually satisfactory resolution. The support of Human Resources and a Faculty Association Representative shall be available upon request.

### **23.2 Contract Dates**

- 23.2.1 Normally, contracts will begin on the first day of the semester and end on the last day of the month at the end of the semester. The Parties recognize that individuals will prepare appropriately prior to the first day of classes.

### **23.3 Pre-Contract Work**

#### **23.3.1 Training**

Any training that the University identifies as being required for Sessional Academic Staff Members to fulfill their duties shall be compensated at the Hourly Rate (Appendix A – Compensation). When the VP Academic determines that training is required, any affected Sessional Academic Staff Member will be notified in writing. The notification shall include available training session times, the time commitment required, and compensation provided. Within 14 calendar days, the Sessional Academic Staff Member shall confirm with the University which session they will attend. If the Sessional Academic Staff Member is unable to attend, the Associate Dean shall be notified and alternative arrangements made by mutual agreement. Sessional Academic Staff Members who have received compensation for training in the past may attend subsequent training sessions on a volunteer basis.

- 23.3.2 Any work assigned to Sessional Academic Staff Members prior to the contract start date that is not considered training or included in the duties identified in Article 19 – Duties shall be identified in writing and compensated the Hourly Rate (Appendix A – Compensation).

## **23.4 Post-Contract Work**

- 23.4.1 Post-contract work includes activities performed after the contract end date associated with appeals (informal and formal) and deferrals. Post-contract work shall be compensated at the Hourly Rate (Appendix A – Compensation) upon approval by the Associate Dean. Sessional Academic Staff Members shall fulfill the relevant responsibilities described in the Academic Calendar.

If Sessional Academic Staff Members are not available/required to perform post-contract work, the Member shall ensure that the academic unit is in possession of materials needed to process any formal grade appeal and shall not be compensated under this provision for work associated with ensuring these materials are provided.

## **23.5 Class Size and Mode of Delivery**

- 23.5.1 Whenever possible, the University will balance enrollment between Members in multi-section courses. Sessional Academic Staff Members will be assigned class sizes that are considered normal within that department or equivalent unit.

## **23.6 Course Delivery Support**

- 23.6.1 The University is committed to maintaining a reasonable level of teaching and classroom support including Teaching Assistants, Markers, and support when using information technology in the delivery of courses.
- 23.6.2 The University will provide access to guest lecturers and/or Elders upon approval from the Program Coordinator.
- 23.6.3 When a Teaching Assistant, Marker, or equivalent is not meeting expectations, Sessional Academic Staff Members shall communicate the concern with their Program Coordinator. If the concern persists, a meeting can be requested with the support of Human Resources and a Faculty Association Representative to determine a mutually satisfactory resolution.

## **23.7 Information Technology in Teaching and Related Duties**

- 23.7.1 For purposes of this agreement, information technology in teaching and related duties shall be defined as any lecturing, teaching, seminar, or laboratory material which is delivered by any electronic media, or the development of electronic and related materials for these.
- 23.7.2 The University is committed to ensuring that Sessional Academic Staff Members

receive appropriate recognition through the performance review process for their contributions when information technology is used in the performance of teaching and related duties. To this end, the University will cooperate with Sessional Academic Staff Members to facilitate the creative use of technology in delivering courses to First Nations and other Indigenous communities.

- 23.7.3 The University recognizes that the use of information technology in teaching and related duties may require skills and efforts beyond those for the preparation and delivery of other courses. Every effort shall be made to assign information technology courses in a manner that is consistent with the normal assignment of duties in the department or unit. Upon request, Members assigned to teach courses that utilize information technology shall be provided with proper training in the use of any required technology prior to or at the time of such assignment. The Associate Dean shall consider the innovative nature of the course, the Member's familiarity with the technology used to deliver the course, and the availability of technological and human resources in assessing the effort required to develop and conduct an information technology course in order to ensure that the workload is commensurate to face-to-face course delivery.

## 23.8 **Professional Development Support**

- 23.8.1 In order to support the professional development of Sessional Academic Staff Members, the University shall provide the following:

### 23.8.1.1 Web Profiles

Sessional Academic Staff Members having taught four (4) semesters or more are eligible to request that a web profile be created in the appropriate unit on the University website. Requests shall be submitted to the Associate Dean. Creation of web profiles shall be at the discretion of the University and shall not be unreasonably denied.

Unless a Sessional Member resigns, Sessional Members shall retain their web profiles for at least thirteen (13) months after their final contract ends.

### 23.8.1.2 Research Partnerships

Without altering the teaching relationship, the University is committed to supporting research partnerships. The Sessional Academic Staff Member may contact the Associate Dean, Community, Research, and Graduate Programs or designate to explore partnership opportunities.

## **ARTICLE 24 – PENSION AND BENEFITS**

The University will provide eligible Sessional Academic Staff Members with employee Pension and Benefits in accordance with the provisions of this Article.

Sessional Academic Staff Members shall be entitled to representation on the First Nations University Pension & Benefits Committee equal to that of other employee groups.

### **Group Benefits**

#### **24.1 Pension Plan**

Sessional Academic Staff Members who meet the eligibility criteria under the *Saskatchewan Employment Act* as of the date of ratification, annual earnings of at least 35% of YMPE, or 700 hours worked, in each of the two (2) consecutive calendar years immediately preceding membership, shall be required as a condition of employment, to participate in the University Pension Plan. The University may modify the Pension Plan following consultation with members. Pension contributions for both Parties increase to 7% the month following ratification and effective January 1, 2022, pension contributions for both Parties increase to 8%. (For clarity, members maintain eligibility unless they experience a break in service of thirteen (13) months or more.)

#### **24.2 Extended Health and Dental Benefits**

Eligible Sessional Academic Staff Members who meet the eligibility requirements, their spouses, and their eligible dependents shall be covered by a family dental and extended health plan in accordance with 24.2.1 – Eligibility below. Eligible Sessional Academic Staff Members shall be enrolled in the plans. The University and the members shall share equally the cost of premiums for these plans.

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

##### **24.2.1 Eligibility**

- The eligibility threshold shall be having held an appointment in the bargaining unit within the previous thirteen (13) months of the current appointment; and,
- coverage shall be equivalent to the FNUniv Class C benefits as of the date of ratification.

**24.3 Employee Family Assistance Program**

The University shall provide Sessional Academic Staff Members with access to an Employee Family Assistance Program.

**24.4 Employee Benefits During Paid Leave of Absence**

During any period of paid leave, or leaves of less than one month, in accordance with the provisions of Article 25 – Leaves, a Sessional Academic Staff Member shall continue to participate in the Extended Health and Dental and Pension Plans set out in this Collective Agreement. The member and the University shall each continue to pay their same applicable share of contributions and/or premiums as at the beginning of the leave, unless the member elects not to do so in writing.

**24.5 Notice of Benefits While on Leave**

Prior to the granting of any leave, the University will clarify and state in writing the effect on the employee's benefits while on leave.

**24.6 Liability Insurance**

The University shall maintain liability insurance to protect itself against claims arising out of actions by Sessional Academic Staff Members acting in an authorized capacity on behalf of the University.

**24.7 Professional Allowance**

Sessional Academic Staff Members who are eligible for the Extended Health and Dental benefits. The semester following ratification Sessional Academic Staff Members will also receive \$200 per 3 credit-hour course (or prorated equivalent) for professional expenses.

## **ARTICLE 25 – LEAVES**

### **25.1 Leave for Traditional Ceremonies**

Upon written notice to the appropriate Program Coordinator, a Sessional Academic Staff Member may be granted leave with pay for the purpose of participating in Traditional First Nations ceremonies. A University policy on this will be developed in consultation with First Nations Elders and academic staff members.

The Sessional Academic Staff Member shall make every attempt to give the longest possible notice, and shall actively cooperate in arrangements for the uninterrupted continuation of the work of the academic unit.

### **25.2 First Nations Holidays**

All Sessional Academic Staff Members shall be entitled to the following First Nations holidays with pay:

First Nations Government Day, National Aboriginal Day,  
First Nations Unity Day, Treaty Day (applicable only to Sessional Academic Staff Members with Indian Status)

Such holidays shall be scheduled by the University and Sessional Academic Staff Members so as to minimize disruption in class scheduling.

### **25.3 Statutory Holidays**

All Sessional Academic Staff Members shall be entitled to the following statutory holidays without loss of pay:

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

## **25.4 Sick Leave**

- 25.4.1 If a Sessional Academic Staff Member is unable to report to work due to illness or injury the Sessional Academic Member shall notify the Program Coordinator or designate as early as possible. The Program Coordinator and the Sessional Member will collaborate to make alternate arrangements to fulfill the necessary classroom contact and normal duties of the course. A suitable replacement shall be assigned for the duration of the required leave; if the replacement is a Sessional they shall be compensated Hourly Rate (Appendix A – Compensation).
- 25.4.2 Sessional Academic Staff Members who are sick or injured for more than five (5) consecutive business days shall apply, as soon as medically possible, for Employment Insurance Sickness Benefits in consultation with Human Resources and the Faculty Association. This benefit will be administered in accordance with applicable legislation and University policy. Members who are eligible for and in receipt of Employment Insurance Sickness Benefits shall be paid the difference between the weekly rate of Sickness Benefits and eighty per cent (80%) of the member's salary for up to fifteen weeks as per the legislation for the period that the member is employed or contracted.
- 25.4.3 Members who have provided verification of their incapacitation due to illness or injury, but are not eligible for Employment Insurance Sickness Benefits, are entitled to twenty-five per cent (25%) of the remainder of their salary for all contracts in the current semester for the period of leave.
- 25.4.4 Upon commencement of the leave, a Sessional Academic Staff Member will be notified that they may, upon return to work, be required to provide a medical certificate verifying the illness or injury. Failure to do so may result in deductions in pay on a pro-rated basis for the duration of the leave.
- 25.4.5 A record of sick leave for each Sessional Academic Staff Member shall be available electronically through the University's leave management system.
- 25.4.6 There will be no loss in wages for a member who is on Sick Leave for a period of up to a total of one (1) week to bridge Employment Insurance eligibility.

## **25.5 Jury Duty/Court Witness Leave**

- 25.5.1 Leave without loss of pay shall be granted to a Sessional Academic Staff Member who has been summoned for jury duty or who has been issued a summons to appear as a witness.

25.5.2 In instances where a Sessional Academic Staff Member appears in court either as a plaintiff or defendant, leave shall either be without pay.

25.5.3 Any payment made to the Sessional Academic Staff Member for their appearance in court either as a witness or juror, less any incurred direct costs, shall be turned over to the University.

## **25.6 Personal Leave**

25.6.1 A Sessional Academic Staff Member may be granted leave of absence with pay by the Associate Dean, for up to five working days per calendar year 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 Associate Dean, where the particular circumstances warrant it.

25.6.2 If additional days are requested, the days shall either be with or without pay and shall require consent of the Vice-President Academic.

## **25.7 Compassionate Leave**

25.7.1 Sessional Academic Staff Members may apply to the Associate Dean, for compassionate care leave of up to twenty eight (28) weeks. The Sessional Academic Staff Member shall be entitled to receive one hundred per cent (100%) of salary during the first week of compassionate care leave and leave without pay for the remainder of the leave. The application shall be in writing and shall state why the member is requesting leave. If a family member faces a significant risk of death during the period for which leave is being requested, leave shall not be refused unreasonably.

25.7.2 Leaves for longer periods may be granted by the Associate Dean. The member may be eligible for Employment Insurance Compassionate Care Benefits from Human Resources and Skills Development.

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

For the purposes of the below, adoption shall be limited to legal adoption.

Sessional Academic Staff Members are entitled to some combination of paid and/or unpaid maternity, adoption, and parental leave provisions, subject to and in accordance with applicable legislation and the provisions of Article 25.8. In the case of a member who is

eligible to take maternity leave, parental leave shall be considered to be in addition to maternity leave.

In recognition that the specific leave provisions available to a Sessional Academic Staff Member at a specific time are dependent on a variety of factors and requirements established in legislation and Article 25.8, Sessional Academic Staff Members planning to take such leave(s) are encouraged to discuss such factors and requirements with the Faculty Association and/or Human Resources at least 3 months in advance of the expected date of birth or custody.

#### **25.8.1 Statutory (unpaid) Maternity, Adoption, and Parental Leaves**

Sessional Academic Staff Members are entitled to unpaid statutory maternity, adoption and/or parental leave(s) subject to eligibility and procedural requirements in accordance with applicable legislation and the provisions below.

#### **25.8.2 Paid Maternity, Adoption, and Parental Leaves**

Sessional Academic Staff Members who are eligible for Health and Dental benefits under the terms of this agreement are entitled to paid maternity, adoption and/or parental leave(s), in accordance with the eligibility and procedural requirements of applicable legislation and Article 25.8.3.

The below is subject to the condition that the Sessional Academic Staff Member's earnings (from Employment Insurance, and any other source) cannot exceed 100% of normal earnings.

#### **25.8.3 Paid Leave Provisions**

All Sessional Academic Staff Members who are entitled to paid leave in accordance with 25.8.2 are entitled to 100% of eligible salary for the first week of leave. For members receiving Employment Insurance, eligible salary shall be based upon the member's average weekly earnings in the preceding twelve month period. For members not receiving Employment Insurance, eligible salary shall be based upon the member's contracts in the semester that the period of leave begins.

Following the first week of paid maternity and/or parental leave, a Sessional Academic Staff Member who has applied for and is in receipt of Employment Insurance benefits shall receive the difference between the weekly rate of Employment Insurance benefits and eighty per cent (80%) of the member's salary while on maternity and/or parental leaves, to a maximum of fifty-one (51) weeks.

Following the first week of paid adoption leave, a Sessional Academic Staff Member who has applied for and is in receipt of Employment Insurance benefits shall receive a top-up to eighty per cent (80%) of their salary for all contracts in the current semester.

Following the first week of paid maternity, adoption and/or parental leave, Sessional Academic Staff Members who are not in receipt of Employment Insurance benefits shall receive twenty five per cent (25%) of the remainder of their salary for all contracts in the current semester while on leave.

On the occasion of the birth of a child or the adoption of a child coming into the custody, care or control of a parent for the first time, the child's parent who is not taking maternity, adoption and/or parental leave shall be entitled to a leave with full salary and benefits of up to five (5) consecutive business days, to be taken at the discretion of the Sessional Academic Staff Member, with prior Associate Dean approval.

#### **25.8.4 Timing of Leaves and Procedures**

In normal circumstances, applications for leave under the provisions of Article 25.8 shall be made in writing to the appropriate Associate Dean at least four (4) weeks prior to commencement of leave.

The notice period shall not apply if the Sessional Academic Staff Member begins maternity leave because of complications caused by the pregnancy or because of a birth, still birth or miscarriage.

The notice period shall not apply if the Sessional Academic Staff Member begins adoption or parental leave because the child comes into the custody, care or control of the parent sooner than expected.

A Sessional Academic Staff Member's initial maternity, adoption and/or parental leave may commence during the period of pregnancy or upon the birth of the child, in accordance with applicable legislation.

In the case where a child is hospitalized, a Sessional Academic Staff Member may postpone parental leave by the number of weeks the child is hospitalized but it must be taken within the fifty-two (52) weeks from the date of the birth of the child.

The University may require proof of eligibility prior to approving the leave and/or payment of benefits.

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

#### **25.8.5 Extended Parental Leave**

An extended parental leave without pay, up to a maximum of seventeen (17) weeks, shall be given to Sessional Academic Staff Members who request it.

#### **25.8.6 General Considerations**

During any of the leaves noted above, the Sessional Academic Staff Member shall continue to participate in the pension plan and the other benefit plans set out in this Collective Agreement. The member and the University shall each continue to pay their same applicable share of contributions and/or premiums during the term of an applicable contract as at the beginning of the leave, unless the member elects not to do so in writing.

Upon return to work, a Sessional Academic Staff Member shall retain the full terms and conditions of their employment as provided for under this Collective Agreement, as amended, or the full terms and conditions of their employment before the leave, whichever is greater.

The Parties agree that the provisions of Article 25 shall be no less than those in the "provincial employment standards act/legislation" and Employment Insurance Act and as may be further amended. Differences in the interpretation of this Article shall be resolved based on consistency with the Act.

Nothing in Article 25 shall prevent a Sessional Academic Staff Member from claiming sick leave for absences from work due to illnesses related to the pregnancy. However, once a member begins Article 25.8 leaves, such leaves may not be suspended in order to claim sick leave. Maternity or parental leave and sick leave cannot be claimed at the same time.

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

Upon written request to the Vice-President Academic, the University shall grant to a Sessional Academic Staff Member leave of absence without pay to seek nomination as a candidate, and to be a candidate in municipal, provincial, federal or First Nations government.

Sessional Academic Staff Members shall inform the Vice-President Academic when deciding to seek candidacy, and shall make every attempt to give the longest possible notice,

and shall actively cooperate in arrangements for the uninterrupted continuation of the work of the academic unit.

25.9.1 Should the Sessional Academic Staff Member make a successful bid for office, the member may be required to resign, or to take partial or complete leave without pay depending upon the requirements of the member's responsibilities. Such resignation or leave shall be effective upon taking office. The leave shall be for a specific term and may be renewed.

25.9.2 Should the Sessional Academic Staff Member be unsuccessful in their bid for office, upon returning to work, the Member shall retain the full terms and conditions of their employment as provided for under this Collective Agreement, as amended, or the full terms and conditions of their employment before the leave, whichever is greater.

## **25.10 Education Leave**

25.10.1 Upon request, a Sessional Academic Staff Member who has held an appointment in the bargaining unit within the previous thirteen (13) months of the current appointment shall be granted a leave of absence without pay for the purpose of pursuing academic studies.

25.10.2 Application: The application must be made in writing to the Vice-President (Academic), with a copy to the Associate Dean and Program Coordinator or other appropriate person, at least eight months before the commencement of the leave. The Vice-President (Academic) shall respond at least five months before the commencement of the leave.

25.10.3 Duration: Educational leave is for up to one year commencing upon a mutually satisfactory date. An application may be made for renewal for up to one year by following the procedures in Article 25.10.2.

25.10.4 Cancellation: An educational leave may be cancelled by the applicant up to two months prior to the commencement of the leave. The Member can cancel their education leave at any point after commencement of their leave. The Sessional Member will be eligible to receive subsequent pre-postings two weeks after providing cancellation notice to the Vice-President (Academic) and Human Resources.

25.10.5 Any of the above specifications may be waived by mutual agreement between the Vice-President Academic, the Sessional Academic Staff Member, and the Faculty Association.

25.10.6 The member shall return to the staff of the University with the same posting and appointment status, rank, benefits and salary which they held at the beginning of the leave.

#### **25.11 Discretionary Leaves**

25.11.1 The Vice-President Academic in consultation with the Associate Dean, and the President, may grant or extend any leave to a Sessional Academic Staff Member whether with pay, with partial pay, or without pay.

25.11.2 Requests for leave due to family kinship relationships will be considered within this provision.

#### **25.12 Leaves of Absence Without Pay**

25.12.1 Application for leave of absence without pay shall be limited to two (2) years and shall be directed through the appropriate Associate Dean. The Sessional Academic Staff Member and Associate Dean shall present to the Vice-President Academic a proposal outlining the terms and conditions of the member's reinstatement following leave without pay.

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

25.12.3 Upon return to work, a Sessional Academic Staff Member shall retain the full terms and conditions of their employment as provided for under this Collective Agreement, as amended, or the full terms and conditions of their employment before the leave, whichever is greater.

25.12.4 The Sessional Academic Staff Member may be eligible for partial employment related benefits during their leave of absence as specified in the leave agreement.

25.12.5 All Sessional Academic Staff Members shall be required to sign a Leave Agreement prior to commencement of leave for a duration greater than one month.

#### **25.13 General**

25.13.1 Time spent on parental leave, sick leave, or on jury and witness duty, shall count as service with the University in respect to the provisions of this agreement.

25.13.2 Time spent on other leaves as specified in this article does not normally count as

service with the University unless it has been stated otherwise in writing at the time the leave is granted.

25.13.3 Prior to the granting of any leave, the University shall clarify and state in writing the effect on the terms and conditions of employment.

25.13.4 The University shall grant all other statutory leaves in accordance with the *Saskatchewan Employment Act*.

#### 25.14 **Election Leave**

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

25.14.2 Sessional Academic Staff Members who are eligible to vote in a civic, provincial or federal election shall be granted four consecutive hours immediately prior to closing of the polls.

#### 25.15 **Paid Leave Fund**

Paid leaves with the exception of leave upon the birth or adoption of a child shall be covered from either a General Paid Leave Fund or a Disability Leave Fund, each fund will be topped up to \$30,000 per collective agreement year. The Parties will meet to discuss reasonable arrangements if it appears that either fund will be exhausted prior to the end of the Collective Agreement year (ie. December 31).

## **ARTICLE 26 – PROGRESSIVE DISCIPLINE**

As a matter of practice and general principle, the University endorses the concepts of progressive discipline and natural justice. The employer shall not discipline or dismiss any Sessional Academic Staff Member except for just cause.

Disciplinary measures shall be proportional to the seriousness of the concern, and shall normally increase in severity with repetition of the act or omission. Disciplinary action may be related to inadequate performance of teaching duties, as determined through a Teaching Assessment as outlined in Article 20 – Teaching Assessment. Disciplinary action may also be related to other issues not directly related to the regular performance of teaching duties.

Where the matter is sufficiently serious to warrant immediate disciplinary action, the employer reserves the right to skip one or more steps of the progressive discipline process outlined below up to suspension without pay, having regard for the severity of the conduct in question and all relevant mitigating and aggregating factors. In such instances, the Faculty Association will be informed in writing within twenty-four (24) hours

### **26.1 Confidentiality**

All non-disciplinary and disciplinary actions, investigations, meeting minutes and grievances shall be strictly confidential except as modified by the provisions of this Article.

### **26.2 Union Representation**

Members have the right to union representation through the Faculty Association at any meeting called by the University or requested by the member under this Article. If a meeting is called that is investigatory or may lead to discipline, the Faculty Association will be informed in writing within forty-eight (48) hours prior to the meeting being held.

### **26.3 Normal Supervisory Feedback**

Nothing in this Article prevents the normal discussion between supervisors and Sessional Academic Staff Members concerning standards, expectations or performance of work duties.

### **26.4 Non-Disciplinary Coaching**

Coaching will be given verbally and/or in writing by the Associate Dean to clarify expectations and provide guidance to assist the Sessional Academic Staff Member in addressing performance concerns. A reasonable timeframe will be given to the sessional academic staff member to correct the poor performance and appropriate follow up on progress will be provided. Written coaching will be removed from the Sessional Academic

Staff Member's official file following completion of four (4) non-concurrent contracts or two (2) years (whichever is shorter) to ensure the concern has been addressed.

If the performance concern has not been addressed within a reasonable time following the non-disciplinary coaching, either a Sessional Academic Staff Member or the University may request a Teaching Assessment as outlined in Article 20 – Teaching Assessments.

If the Teaching Assessment finds that the area of concern has been resolved, the Sessional Academic Staff Member will receive written notification that no further action is required. This notification will be included in the Sessional Academic Staff Member's official file.

If the Teaching Assessment determines that the area of concern has not been resolved, the Department Head may recommend to the Vice-President Academic that disciplinary action is required.

## **26.5 Warnings and Reprimands**

The Vice-President Academic may issue a verbal or written warning or reprimand, proportional to the seriousness of the concern and normally increasing in severity with repetition of the act or omission, as the first step in disciplinary action related to inadequate performance of duties or to other issues not directly related to teaching.

The Vice-President Academic will advise a Sessional Academic Staff Member, in writing, if further disciplinary action may follow the repetition of the act or omission complained of or the failure to bring work up to a specified standard by a given date. It is to be expected in the setting of such a date that the Sessional Academic Staff Members will be provided with a reasonable opportunity to correct the problem(s).

The letter will specify the reasons for the warning or reprimand, expectations for future performance and consequences of progressive discipline, with copies forwarded to Human Resources and the Faculty Association.

Where no related disciplinary action against a Sessional Academic Staff Member has been taken during four (4) non-concurrent contracts or two (2) years (whichever is shorter), all records of discipline shall be removed from the Sessional Academic Staff Member's official file.

## **26.6 Suspension**

Where the above steps have not resulted in correction of the behaviour, the University may consider imposing paid or unpaid suspension of a Sessional Academic Staff Member. In cases where the University believes gross misconduct has occurred, the Sessional Academic

Staff Member may be immediately suspended pending a thorough investigation.

The Vice-President Academic will issue the Sessional Academic Staff Member in question a letter stating whether the suspension is with or without pay, the length of the suspension, and the date on which the individual may return to work. The letter will further identify the specific concern(s) giving rise to the disciplinary action, whether an investigation will occur, the necessary changes that are required, the supports being provided by the University in an effort to resolve the concern(s), the time-frame for the resolution of the concern(s), the consequences of failure to do so within the established time-frame, and their right to the Reconsideration Procedure established in 26.8 below. The Plan will be provided without delay to the Sessional Academic Staff Member, with a copy to Human Resources and the Faculty Association within 48 hours.

A Sessional Academic Staff Member who has been immediately suspended without pay, and subsequent to an investigation no wrongdoing has been found, shall return to work and be made whole.

#### **26.7 Dismissal**

Once discussion at each stage of the progressive discipline process has been exhausted, or following due process through a formal investigation, the University reserves the right to make a reasonable determination that just cause exists for the termination of the employment relationship.

In such instance, upon recommendation by the Vice-President Academic, the President will notify the Sessional Academic Staff Member in writing of the decision and provide the basis of the decision, with copies forwarded to Human Resources and the Faculty Association.

#### **26.8 Reconsideration Procedure**

If a Sessional Academic Staff Member who has been disciplined wishes to request a reconsideration of the decision, the Faculty Association shall contact Human Resources, who shall arrange for a meeting to be held with the University's representative, the Faculty Association and the Sessional Academic Staff Member.

#### **26.9 Right to Grieve**

Any action taken in accordance with this Article shall be subject to the grievance procedure.

## **ARTICLE 27 – MECHANISM FOR DISPUTE RESOLUTION**

- 27.1 Should any dispute or difference arise between the University and the Association or any member or group of 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 following procedures.
- 27.2 Grievor is defined as the Sessional Academic Staff Member(s), Faculty Association, or University initiating a grievance.
- 27.3 **General**
- 27.3.1 The Faculty Association shall have the right to be represented at all steps of the dispute resolution process and to represent its member(s) at all steps.
- 27.3.2 The time limits specified in this article may be waived by mutual agreement between the Faculty Association and the University.
- 27.3.3 Nothing in this agreement prejudices the right of an academic staff member of the Faculty Association to exercise other rights which he or she may have at law.
- 27.3.4 At Stage I and/or Stage II of the process, the Parties may be accompanied by an Elder and/or a colleague, and reserve the right to be represented by counsel.
- 27.3.5 Unless otherwise mutually agreed in advance in writing, the decision to not file and/or to withdraw a grievance shall be made on a without prejudice and precedent basis. It is further agreed that all discussions within the Dispute Resolution Process, both informal and formal, shall be made on a without prejudice and precedent basis, unless otherwise mutually agreed in writing by the Parties.
- 27.4 **Expedited Process**
- 27.4.1 Within the specified time limits, either party may submit a written request to waive either Stage I or Stage II as appropriate. Such requests shall not be unreasonably denied.
- 27.4.2 At any time following correspondence outlining the nature of the complaint, at Stage I or a formal grievance at Stage II, and subsequent discussion between the Parties, either party may request to refer the grievance directly to arbitration. Such requests shall not be unreasonably denied.

- 27.4.3 When referring a grievance to arbitration in accordance with the provisions of Article 27.7, either party may refer the grievance to a single arbitrator as provided for by the *Saskatchewan Employment Act*.

## 27.5 **Stage I - Informal Discussion**

- 27.5.1 Before a formal grievance is filed by either party in Stage II, a reasonable attempt will be made to settle the dispute by informal discussion. Informal approaches to reconciliation may include consultation, talking circles, or other traditional First Nations approaches to conflict resolution or mediation.
- 27.5.2 If a Sessional Academic Staff Member and/or the Faculty Association wishes to raise a concern at Stage I, written correspondence outlining the nature of the complaint and a request for a meeting will be issued to the Head of the Department or the Human Resources Department within thirty (30) calendar days of the incident. Within fourteen (14) calendar days of this correspondence, a meeting will be held to review the dispute and attempt to reach a resolution acceptable to both Parties. The meeting will be attended by two representatives from the University and two representatives from the Faculty Association. At the joint request of the University and the Association, the First Nations University Elders Office shall designate one Elder to be an additional representative.
- 27.5.3 The Parties agree that any resolutions made between sessional academic staff and Department Heads at Stage I shall be made on a without prejudice and precedent basis, unless as mutually agreed in writing between the Parties.

## 27.6 **Stage II - Formal Grievance**

If a dispute or difference cannot be settled informally either party may, within thirty(30) calendar days of the last meeting or correspondence between the Faculty Association and the University, present a formal written grievance to the other party.

A grievance by either party shall be submitted in accordance with Article 16 – Correspondence. The grievance shall:

- a) specify which article or section of the contract has allegedly been violated;
- b) specify what remedy or remedies the grievor believes to be sufficient to correct the alleged violation;

- c) be signed by the employee(s) affected and a duly authorized officer of the Faculty Association on the one hand, or in the case of a policy grievance, by two duly authorized members of the Faculty Association; or by the Vice-President Academic, or designate, on the other hand.

On behalf of the University, the Vice-President Academic, or designate, shall respond in writing to the grievance within twenty-one (21) calendar days of receipt of the written grievance, with a copy to the Director of Human Resources. In the meantime, the Faculty Association or Director or equivalent may require a meeting between the Director or equivalent and representatives of 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 twenty-one (21) calendar days to a grievance submitted by the University.

## **27.7 Arbitration**

In the event that any grievance has not been settled through the procedures outlined above, either party may, within twenty-one (21) calendar days, submit the matter to arbitration by sending written notice to the other party.

- 27.7.1 The Arbitration Board consists of three (3) members who will be selected as follows:

The University and the Association shall each appoint their own board member within seven (7) working days of notice being given by either party for the establishment of the Board. The two (2) members so appointed shall endeavour to select, within seven working days, a Chair from a list of eight names mutually agreed to by each party. In the event of failure to agree on a Chair within the time prescribed, they shall notify the Chair of the Saskatchewan Indian Personnel Commission who shall select by lot a Chair from the list of names provided by the Parties. Once appointed, the Chair shall invite a First Nations University Elder to act as his/her advisor. The Elder shall guide the process along traditional First Nations' methods of conflict resolution.

- 27.7.2 The Arbitration Board shall make every effort to begin arbitrating the grievance within twenty-one (21) calendar days of the Board being constituted. At the hearing each party shall be entitled to be represented by counsel, or otherwise to present evidence, to cross examine the witnesses of the other party, and to present arguments both orally or in writing. The decision of the Arbitration Board shall be final.

- 27.7.3 The Arbitration Board shall not have the power to alter any of the terms of this Agreement or to substitute any provisions, nor to give any decision inconsistent with the terms of this Agreement. The Board shall have the power to dispose of any grievance involving dismissal or disciplinary action by an arrangement which it deems just and equitable.
- 27.7.4 The fees and expenses of the Chairperson shall be shared equally between the Parties. Each party shall be responsible for its costs, fees, and expenses of witnesses, and those of its Board member.

## ARTICLE 28 – FINANCIAL EXIGENCY

- 28.1 The Parties agree that the process of long-range planning should obviate the possibility of a financial exigency occurring. The Parties further agree that in the event of a financial exigency, in view of the ramifications to the careers of academic staff members, an orderly and equitable way of dealing with the situation is essential. Finally, the Parties agree that, in the event of a financial exigency, the process outlined in the Financial Exigency article of the FNUniv/URFA Academic Staff Agreement will be followed.
- 28.2 As soon as the University perceives that a financial exigency exists, it will convey this information to the Faculty Association in writing, indicating the nature of the problem, its probable magnitude and impact on the careers of members of the academic staff.
- 28.3 The Faculty Association, through its representatives, shall be fully consulted by the University officers concerned and shall be provided with detailed financial and budgetary information together with such long-range projections as may be prepared by the University in the course of its long range forecasting and planning process.
- 28.4 The Faculty Association shall be entitled to receive, in writing, information concerning the nature of the financial exigency, the deficiency created by the financial exigency in monetary terms, the extent to which the financial exigency will be borne by reduction in the number of academic staff members and the portion to be borne by each faculty, or similar academic unit.
- 28.5 In the event that an Exigency Review Committee is formed under the provisions of the FNUniv/URFA Academic Staff Agreement, a Sessional Academic Staff Member may be named by the Chair of the Faculty Association as a member of the Committee.
- 28.6 A deficiency, expressed in monetary terms, shall be allocated to each department and similar academic unit and the President shall notify the Faculty Association accordingly of the recommendation which is to be made to the Board. The President's notification shall include specific proposals for meeting the deficiency, including proposals about any appointments to be terminated, with the reasons clearly given for such proposals. Such reasons shall be consistent with the long range plans for the University and to the greatest extent possible with the collegial consensus about how to respond to the exigency. Such reasons shall not be merely financial nor based in a mechanical way upon juniority or seniority.

Individuals, units, departments have 30 days from the receipt of the President's notification to respond, before the decision to discontinue is finalized by the Board upon the recommendation of the President. In the event of a financial exigency which will result in vertical or horizontal cuts, Sessional Academic Staff Members shall be given the maximum amount of notice possible.

Sessional Academic Staff Members who have taught a minimum of fifteen (15) three credit hour classes (or equivalent) during the previous five (5) years shall receive the balance of the current semester, plus 10% of the Sessional Academic Staff Member stipend for their current rank for each of the classes taught during the previous five(5) years.

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

- 29.1 The Parties to this Agreement agree that when one party receives a formal request or proposal concerning an amendment to any one of the named Acts, that party will immediately inform the other party of the substance of the request or proposal.
- 29.2 The Parties to this Agreement agree that if one of them proposes to submit a request concerning an amendment to any one of the named Acts, it will provide the other party with thirty (30) days' notice of its intention and the substance of the proposed request.
- 29.3 The Parties to this Agreement agree that each will forward to the other party a copy of any formal proposal or response that it submits, or receives, concerning an amendment to the above named Acts, within seven (7) days of making the submission.

## **ARTICLE 30 – STRIKES AND LOCKOUTS**

- 30.1 The Faculty Association agrees that it will not engage in, or participate in, any slow-down, strike or picketing during the currency of this agreement. The University agrees that it will not lock out any academic staff members during the currency of this agreement.
- 30.2 In the event of a lockout or strike involving other bargaining units at the University, academic staff members will not be required to assume any duties which do not fall within the appropriate section of Article 19 - Duties.
- 30.3 Sessional Academic Staff Members may refuse to cross a picket line arising out of a labour dispute at First Nations University of Canada. Sessional Academic Staff Members shall not be subject to disciplinary action but will have pay deducted for the period of employment for which they refused to cross the picket line or failed to perform their assigned duties in the normal way unless alternate arrangements are approved in advance by the Vice President Academic. Sessional Academic Staff Members will not be required to perform duties beyond their normal responsibilities as a result of a labour dispute.
- 30.4 In event of a lockout or strike involving the bargaining unit covering sessional academic staff members, members of other bargaining units will not be required to assume any duties that fall within the appropriate section of Article 19 – Duties.
- 30.5 The above is subject to modification for those individuals performing essential services as required under legislation and subject to negotiation between the Faculty Association and the University.

## **ARTICLE 31 – DURATION AND CONTINUANCE OF THE AGREEMENT**

- 31.1 This Collective Agreement shall be binding and remain in effect from January 1, 2020 to December 31, 2022.
- 31.2 This Agreement shall continue in force beyond the date noted above, including during any period of negotiation until a new Collective Agreement is ratified, except for the "no strike, no lockout" clause.
- 31.3 This Collective Agreement may be reopened at any time by mutual agreement. At any time during the period of 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.
- 31.4 The Parties to this Agreement may occasionally make limited modifications to the details of this Agreement. Both Parties must agree to the modification and specify their agreement by signing a Memorandum of Agreement.
- 31.5 Monetary changes are effective on the dates noted. Wording changes are effective the 1<sup>st</sup> of the month following ratification by both Parties, except as specified in a Memorandum of Settlement.

## **APPENDIX A**

### **COMPENSATION**

#### **1. Salary Scales**

The salaries provided to Sessional Academic Staff Members will be in accordance with the following scale:

##### **Effective January 1, 2020**

Sessional Instructor I: \$7205  
Sessional Instructor II: \$7477  
Sessional Instructor III: \$7916

Sessional Lab Instructor I: \$67.33  
Sessional Lab Instructor II: \$69.86  
Sessional Lab Instructor III: \$73.91

Sessional Field Coordinator: \$7477

Curriculum Development: \$7477 (full or pro-rated)

Daily Rate: \$91.81 (per day of replacement, committee service as negotiated within the Collective Agreement, employer mandated training and/or post-contract duties)

\$2500 lumpsum payment for those sessionals who taught more than 5 classes in the 2019 academic year.

##### **Effective January 1, 2021**

Sessional Instructor I: \$7349  
Sessional Instructor II: \$7627  
Sessional Instructor III: \$ 8074

Sessional Lab Instructor I: \$68.68  
Sessional Lab Instructor II: \$71.26  
Sessional Lab Instructor III: \$75.39

Curriculum Development: \$7627 (full or pro-rated)

Sessional Field Coordinator: \$7627

Daily Rate: \$93.65 per day. Upon ratification: \$32.46 per hour of replacement, committee service as negotiated within the Collective Agreement, employer mandated training and/or post-contract duties

Daily Rate will be applicable throughout Collective Agreement until date of ratification. Effective the day of ratification the daily rate will be changed to a hourly rate and will be applied to all articles throughout the Collective Agreement for the remainder of the life of this Collective Agreement.

### **Effective January 1, 2022**

Sessional Instructor I: \$7496

Sessional Instructor II: \$7780

Sessional Instructor III: \$8235

Sessional Lab Instructor I: \$70.05 Sessional Lab Instructor II: \$72.69 Sessional Lab Instructor III: \$76.90

Curriculum Development: \$7780 (full or pro-rated) Sessional Field Coordinator: \$7780

Hourly Rate: \$33.11 per hour of replacement, committee service as negotiated within the Collective Agreement, employer mandated training and/or post-contract duties)

1.1 The rates above include vacation pay of 4/52nds.

## **2. Payment for Work Outside of Contract Dates**

2.1 Appeals, deferrals and re-assessments that are performed after the end of the contract date are considered work outside of the contract and will be performed following consultation with the member and with advanced approval from the Department Head. This work shall be compensated at the Daily Rate.

## **3. Travel Expenses**

3.1 With prior approval by the Associate Dean, the University shall reimburse Sessional Academic Staff Members travelling on University business based on the University rates in accordance with the Travel Expenses Policy on the University website.

#### **4. Professional Development**

- 4.1 Upon ratification, the University shall make available 5,000 per year in order to support the professional development of Sessional Academic Staff Members. Sessional Academic Staff Members with pre-offer status through Article 17 – Posting and Appointments may apply to this fund for costs associated with education, or creative, scholarly, and professional works. Acceptable expenses may include registration, travel, publication fees, or discipline specific equivalents. Funds will be distributed by the VP Academic in a timely manner, upon review of each application as per regular protocols for distribution of APEA. Eligibility shall apply unless a member has been informed in writing by the VP Academic that their performance has been determined to be unsatisfactory either through Article 26 – Progressive Discipline or following the training and mentorship program process outlined in Article 20 – Teaching Assessments. Undistributed funds may be carried over, but the fund shall not at any one point in time exceed \$5,000. The University shall supply to the Association, on May 31<sup>st</sup> each year, a report regarding funds distributed and the balance remaining in the fund.

## **APPENDIX B**

### **MEMORANDUM OF AGREEMENT: EMPLOYMENT INSURANCE HOURS**

In the course of negotiations, the Parties discussed the issue of access to Employment Insurance by Sessional Academic Staff Members.

The Parties mutually agree that, for Employment Insurance purposes only, Records of Employment will deem Sessional Academic Staff Members paid on a stipendiary basis to have worked 235 EI-insurable hours per 3 credit-hour course, or equivalent (prorated for any portion thereof).

Hourly-paid employees will be deemed to have worked EI-insurable hours commensurate with the hours for which they have been paid in accordance with the terms of this Collective Agreement.

## **APPENDIX C**

### **MEMORANDUM OF AGREEMENT ON T2200 TAX FORMS**

In the course of negotiations, the Parties discussed the potential that a Sessional Academic Staff Member may meet the criteria under income tax legislation to be entitled to a home office tax credit.

In such instance, the Sessional Academic Staff Member may request the issuance of a T2200 form by the University.

Upon request, the University will meet with the Sessional Academic Staff Member and, where the member has completed the form and provided reasonable evidence that the criteria have been met, will sign the form.

## **APPENDIX D**

### **MEMORANDUM OF UNDERSTANDING: COURSE BUNDLING**

Program Coordinators in consultation with Human Resources and the Faculty Association may consider offering multi-semester contracts for courses when it is clear that an individual teaches these courses consistently and that the long-term planning of the University would benefit from these assignments.

Upon agreement between the Parties, these assignments would be exempt from Article 17 – Postings and Appointments.

## **APPENDIX E**

### **MEMORANDUM OF UNDERSTANDING: FIELD SUPERVISORS**

In the course of negotiations, the Parties discussed the potential that Field Supervisors or equivalent could be considered within the scope of the bargaining unit. The Parties agreed that in the interim the following will occur.

In the event that bargaining unit members perform these duties, it will be reflected in Letters of Offer as per Article 17 – Postings and Appointments.

Information pertaining to the performance of these duties by non-bargaining unit members will be provided to the Faculty Association each semester as per 12 – Contracting Out.

The Parties intend to continue discussing this issue during the life of the Collective Agreement as additional information is gathered.

## **APPENDIX F**

### **MEMORANDUM OF AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY MODULE**

The Parties will develop an Occupational Health and Safety Training module. Upon development, members shall be provided access to the module.

## **APPENDIX G**

### **MEMORANDUM OF AGREEMENT ON PRE-POSTING STATUS**

The Parties agree that Sessional Academic Staff Members who receive pre-posting offers in accordance with the 2017-2019 Article 17.2 at the time of ratification shall maintain pre-posting status unless the Member resigns, or has their status revoked in accordance with Article 17.2

## **APPENDIX H**

### **MEMORANDUM OF AGREEMENT ON LIST OF ARBITRATORS**

In the course of negotiations, the Parties discussed the creation of a list of mutually agreed Arbitrators.

The Parties will meet within six (6) months of the ratification of this Agreement to engage in discussion.

In the event that the Parties reach agreement on the number and names of Arbitrators, and the manner in which they will be assigned, such agreement will be made in writing with copies to both Parties and will remain in effect for the life of the Collective Bargaining Agreement.

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

The First Nations University of Canada, represented by:

Tara Thompson  
Witness as to the signature on  
behalf of the First Nations University of Canada

[Signature]  
Chairman of the Board

September 13, 2021  
Date

Tara Thompson  
Witness as to the signature on  
behalf of the First Nation University of Canada

[Signature]  
President

September 13, 2021  
Date

University of Regina Faculty Association, represented by:

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

[Signature]  
President

Sept. 1 / 2021  
Date

[Signature]  
Witness as to the signatures on  
Behalf of the University of Regina  
Faculty Association

Christian Thompson  
Lead Negotiator

August 25, 2021  
Date