



University of Regina

And

CUPE Local 5791

Research Employees

**2020 – 2023
Collective Agreement**

Questions concerning this Collective Agreement should be referred to:
HUMAN RESOURCES at 585-4163
CUPE 5791 at 585-4898

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ARTICLE 1 – DEFINITIONS

In this Collective Agreement, the following terms shall be defined as set out in this Article unless a contrary meaning is expressly provided for elsewhere in this Collective Agreement:

Appointment – An appointment to the position of Postdoctoral Fellow, Research Associate, Research Technologist, or Research Assistant at the University of Regina

Days – Calendar days unless otherwise specified

Dean/Director – The person who, subject to the authority of the President, has responsibility for the Faculty or equivalent academic unit in which the employee holds an appointment

Employee – Those persons whose terms of employment are set, determined, and governed by the Employer. The word “employee” or “employees” where used hereinafter shall mean any person or persons defined and covered by this Collective Agreement.

Employer – The University of Regina

Parties – The Employer and the Union

Postdoctoral Fellow or PDF – An individual who is a Postdoctoral Fellow and:

- a) who has received clearance to graduate with a Ph.D. and obtains an initial appointment with the Employer within the first five (5) years of receiving the Ph.D.; and,
- b) whose salary is paid, in whole or in part, via University of Regina payroll; and,
- c) whose supervisor(s) is a faculty member(s) of the Employer; and,
- d) whose appointment involves substantial research or scholarship, and may also involve some teaching (to a maximum of two [2] courses in an academic year) as stipulated in the letter of offer; and,
- e) whose appointment is temporary, normally not to exceed three (3) years including renewals.

An external Postdoctoral Fellow receives 100 percent of their own transferable funding from an external source (awarded directly to the Postdoctoral Fellow, not to the supervisor). External Postdoctoral Fellows are not in-scope of the CUPE bargaining unit. Some external Postdoctoral Fellows’ funding may be administered through University of Regina payroll while others may be paid directly to the Postdoctoral Fellow by the granting agency.

Research Assistant – An individual who supports research projects through developing concepts and ideas, collecting data, analyzing and interpreting data, recommending follow-up, and writing reports. Normally required to have a minimum of an undergraduate degree in the area they are working in along with one (1) to two (2) years' experience. Report to more senior staff on the project.

The term of appointment of a Research Assistant is normally up to a maximum of one (1) year. Renewals of Research Assistant appointments are possible, and there is no limit on the number of renewals that may be granted to a particular individual.

Research Associate – An individual who possesses the qualifications and expertise to conduct independent research activities in collaboration with faculty members and other researchers. The primary responsibility of a Research Associate is to carry out research. In doing so, duties may include supervision of other researchers and technical personnel and participation in various aspects of student research. Research Associates will hold a master's or doctoral degree.

These individuals are intrinsically involved in research projects where they contribute, by way of their academic expertise, to the projects directed by the principal investigator.

The term of appointment of a Research Associate is normally up to a maximum of three (3) years. Renewals of Research Associate appointments are possible, and there is no limit on the number of renewals that may be granted to a particular individual.

Research Technologist – An individual who supports research projects through acquiring, installing, operating, calibrating, maintaining equipment and/or instruments, and other related tasks.

The term of appointment of a Research Technologist is normally up to a maximum of three (3) years. Renewals of Research Technologist appointments are possible, and there is no limit on the number of renewals that may be granted to a particular individual.

Supervisor – The faculty member(s) to whom the employee reports directly in the performance of their employment-related duties and with whom the employee carries out research

Union – The Canadian Union of Public Employees (CUPE) Local 5791

Union Representative – An individual who is employed by the Local or who has been duly authorized to represent the Union through election or appointment in accordance with the Local's bylaws

ARTICLE 2 – SCOPE

The University recognizes CUPE Local 5791 as the exclusive bargaining agent of the members of the bargaining unit as defined by order of the Saskatchewan Labour Relations Board or as may be amended from time to time by the said Board or by mutual agreement of the parties to this Agreement.

ARTICLE 3 – MANAGEMENT

- 3.1 The management of the University and the direction of the working force is vested exclusively in the University, except as limited by the terms of this Agreement.
- 3.2 The question of whether any of these rights are limited by this Agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 4 – UNION RECOGNITION

4.1 Bargaining Agent

The Employer recognizes, for all of its employees covered by this Agreement, CUPE Local 5791 as the sole and exclusive collective bargaining agent and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, aiming toward a peaceful and amicable settlement of any difference that may arise between the parties to this Agreement.

4.2 No Other Agreements

No employee(s) shall be required or permitted to make a written or verbal agreement with the Employer or the Employer's representatives that may conflict with the terms of this Collective Agreement.

ARTICLE 5 – UNION SECURITY

5.1 Union Membership

All employees who are now, or hereafter become, members of the Union shall maintain their membership in the Union as a condition of their employment, and all

new employees whose employment commences hereafter shall, within thirty (30) days after the commencement of their employment, apply for and maintain membership in the Union as a condition of their employment.

5.2 Deduction of Union Dues

The Employer shall deduct, as a condition of employment of the employees who are members or who become members of the Union, initiation fees, dues, and such other assessments as the Union may direct in writing through its Secretary-Treasurer.

5.3 Statements

Bi-weekly statements shall be forwarded to the Secretary-Treasurer of the Union, showing the names of new and terminated employees covered by this Agreement.

The Employer agrees to provide the Union with a list of all employees in the bargaining unit as of August 1 and February 1 each year.

Additionally, as of August 1 and February 1 each year, and subject to the Union executing and complying with the Confidentiality, Disclosure, and Restricted Use Agreement, the Employer will provide the Union with the home mailing address and home phone number of each employee in the bargaining unit.

5.4 Union Orientation

Each new employee will be given the opportunity during the first month of employment, within regular working hours, of visiting the Union office or meeting with a Union Representative for the purpose of joining the Union and becoming acquainted with the rights and responsibilities of membership. Such absence from the workplace will be reasonably brief and taken at a time convenient to both the employee and the supervisor.

5.5 Dues Receipts

At the time that Income Tax (T4) slips are made available, the Employer shall include information on the amount of union dues paid by each union member in the previous year that is deductible for income tax purposes, subject to receipt of certification satisfactory to Canada Revenue Agency.

5.6 Time off for Union Meetings

With their supervisor's approval, the Employer will grant time off for employees to attend Union meetings with no loss of pay.

5.7 Crossing Picket Lines during a Strike

An employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute between the Employer and the Union provided by so doing, it does not result in damage or loss to the University.

This refusal shall not be grounds for disciplinary action, but if the refusal results in the employee(s) not being able to perform their normal duties and other work is not available, the employee(s) may immediately be taken off payroll until once again able to perform their normal duties.

ARTICLE 6 – JOINT CONSULTATION

Issues related to the administration of the terms and conditions of the Collective Agreement will be brought forward to CUPE Local 5791 for discussion with the Employer.

In the event either party wishes to call a meeting, the meeting shall be held at a time and place fixed by mutual agreement. All items proposed by either party shall be included in the agenda.

ARTICLE 7 – USE OF EMPLOYER'S PREMISES

The Employer agrees to allow the Union to hold meetings and educational functions and to conduct Union business at the Employer's premises subject to normal scheduling restrictions.

ARTICLE 8 – POSTING

8.1 The parties acknowledge that Postdoctoral Fellow, Research Associate, Research Technologist, and Research Assistant candidates come to the attention of, and are selected by, potential supervisors through a number of avenues, including direct communication with candidates and/or with colleagues.

8.2 In the event that the University chooses to post for Postdoctoral Fellow, Research Associate, Research Technologist, or Research Assistant opportunities, the University agrees that it will post for a minimum of five (5) days. For clarity, this provision shall in

no way limit the University's discretion to recruit and hire in accordance with Article 8.1.

ARTICLE 9 – HOURS OF WORK

- 9.1 The parties recognize that employees are primarily involved in research and scholarly activity. As such, there must be some flexibility with respect to hours of work to allow for the specific needs of the research and scholarly activity. The parties recognize that this arrangement is mutually beneficial for both employees and supervisors.
- 9.2 If an employee feels that their research and scholarly activity is unduly onerous, the employee may appeal to their supervisor in writing.
- 9.3 If a supervisor approves an employee's attendance at a conference, seminar, or workshop, time spent travelling to and from such events and time spent attending such events shall be deemed to be part of the employee's normal hours of work.

ARTICLE 10 – DISCIPLINE AND DISMISSAL

- 10.1 The Employer endorses the principles of progressive discipline in the imposition of disciplinary measures.

Disciplinary measures will be proportional to the seriousness or frequency of the infraction.

The Employer reserves the right to dismiss any employee for just cause.

- 10.2 When the Employer intends to impose a disciplinary measure on an employee, the Employer will call a meeting with the employee and advise of their right to be accompanied by a Union Representative.
- 10.3 Confirmation of the action taken by the Employer will be conveyed to the employee in writing as soon as possible following the meeting. A copy will be provided to the Union.
- 10.4 Letters of reprimand or suspension will be removed from an employee's personnel file after three (3) years have passed since the date of issue provided no other record of an infraction is placed in the file during that period.

10.5 This Article shall not be construed in such a manner as to prevent the normal discussion between supervisors and employees concerning standards, expectations, or performance of work. The supervisor may, among other things, investigate, identify, and comment on unacceptable or unsatisfactory acts or omissions and set a reasonable time in which to correct the problem.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.1 The parties agree that they will try to settle matters in dispute as quickly as possible. In the event that disputes arise, a reasonable attempt will be made to settle them in the following manner:

11.1.1 Initial Discussion

Any employee with an issue regarding the application of this Collective Agreement must discuss it with their supervisor, or designate in the supervisor's absence, with the goal of resolving it. A request for discussion must be made in writing.

If discussion between the employee and their supervisor does not resolve the issue, the Union may file a grievance.

11.1.2 Stage 1

The Union shall submit the grievance in writing to the supervisor with a copy to Human Resources within 30 days of the alleged infraction. Grievances submitted outside this time limit shall not be accepted.

The statement of grievance shall contain a summary of the facts, the article(s) of the Collective Agreement alleged to have been violated, and the remedy sought. A copy of the employee's request for discussion addressed to the supervisor must also be included.

At the time of filing the grievance, the Union may request a meeting to discuss the grievance with the supervisor.

The supervisor, in consultation with Human Resources, will respond to the grievance in writing with a copy to the Union within 30 days of receiving the grievance or within 30 days of the meeting. Requests for extension will not be unreasonably denied by the Union.

11.1.3 Stage 2

Failing resolution at Stage 1, the Union may refer the grievance to Human Resources within 30 days of receiving the Stage 1 response.

The parties will meet to discuss the grievance at Stage 2 within 30 days of the referral and Human Resources will render a written decision within 30 days of the meeting.

- 11.2 In all cases, any agreement made during the grievance procedure, which resolves the grievance in question, shall be in writing and signed by representatives of the parties. Such written and signed agreements are binding on the parties and the employees covered by this Collective Agreement.
- 11.3 A grievance that has not been resolved at Stage 2 must be referred to arbitration within 30 days following Human Resources' response. If the grievance is not referred to arbitration within this time frame, it shall be considered to have been abandoned.
- 11.4 The time limits set forth in this Article are mandatory unless otherwise agreed upon in writing. Failure to comply with these time limits will render a grievance null and void.

ARTICLE 12 – ARBITRATION

- 12.1 Either party may notify the other party in writing within the time frame specified in Article 11.3 that it intends to submit a grievance to arbitration.
- 12.2 Any grievances submitted to arbitration will be heard by a single arbitrator unless the provisions of Article 12.6 are invoked. If the parties cannot agree on an arbitrator, either party may request that the Minister of Labour appoint an arbitrator.
- 12.3 The parties shall pay an equal share of the arbitrator's fees and expenses.
- 12.4 The arbitrator's decision is enforceable and binding on the parties and the employees covered by this Collective Agreement, and comes into effect on the date specified by the arbitrator. If no date is specified, the decision shall come into effect on the date it is rendered.
- 12.5 In rendering a decision, the arbitrator must take into account the letter and the spirit of the Collective Agreement and shall not add to, remove from, or modify the Collective Agreement in any way.

- 12.6 Either party may request the establishment of an arbitration board. In such a case, each party shall appoint a member of the arbitration board and the chairperson will be mutually agreed upon by the parties. Each party shall name the person whom it appoints and provide the name of its appointee to the other party within 14 days of notice being given by either party for the establishment of the arbitration board. The parties shall pay an equal share of the chairperson's fees and expenses. The provisions set forth in this Article apply to an arbitration board.
- 12.7 The time limits set forth in this Article are mandatory unless otherwise agreed upon in writing.

ARTICLE 13 – LEAVES OF ABSENCE

13.1 Leave for Joint Employer-Union Meetings

The Employer agrees that members representing CUPE Local 5791 will be granted leave with pay for attending joint Employer-Union committee meetings.

Such leaves may affect Employer operations and, therefore, the participant will submit a request to their supervisor in advance of the leave.

13.2 Compassionate Leave

If required by the circumstances, one-half (1/2) to three (3) days of regularly scheduled work days' leave shall be granted by the supervisor, or designate in the supervisor's absence, because of the death or life-threatening illness of a spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, or other person who would ordinarily be considered a member of the employee's immediate family. The meaning of spouse in this paragraph shall be according to Part 1, Section 2-1 (s) of *The Saskatchewan Employment Act*.

The request is made as soon as possible and confirmed in writing.

The supervisor or designate may, at its discretion, under certain circumstances and after the receipt of an application in writing, grant additional time off with or without pay.

13.3 Leave for Jury Duty

When an employee is summoned for jury duty or as a court witness, the employee shall not suffer any loss of salary or wages while so serving, except in situations where testifying on the employee's own behalf. Remuneration paid to the employee by the court must be turned over to the Employer. However, this will not include expenses paid by the court.

13.4 Education Leave

13.4.1 Writing Examinations

An employee will be entitled to leave of absence with pay and without loss of benefits to write examinations that are relevant to the employee's occupation provided it is the first time taking leave to sit for this particular examination or portion of an examination.

13.4.2 Leave for Seminars and Conferences

The supervisor may grant leave with pay and benefits to attend conferences, seminars, etc. in job-related areas.

Assistance with tuition fees, registration fees, and expenses may be paid by the supervisor concerned.

13.5 Special Leave of Absence without Pay

A special leave of absence without pay may be granted to an employee during the term of their appointment. The employee shall apply to their supervisor, indicating the reason for such leave. Applications will be assessed taking into consideration operational needs.

13.6 Maternity/Adoption/Parental Leave

13.6.1 Service Requirements for Maternity/Adoption/Parental Leave

An employee shall qualify for maternity/adoption/parental leave (leave of absence without pay) after the completion of more than thirteen (13) consecutive weeks of service with the University.

13.6.2 Length of Maternity/Adoption/Parental Leave

Maternity/adoption/parental leave shall cover a period of up to seventy-eight (78) weeks in total during the term of the appointment and may be taken, upon written notice, before and/or after the birth or adoption of a child.

13.6.3 Supplementary Employment Benefits

Provided an employee has more than thirteen (13) consecutive weeks of service with the University and they are in receipt of federal employment insurance benefits, women on maternity leave, or an employee who has declared to Human Resources that they are the primary caregiver of the child, will receive the difference between the standard employment insurance benefits received from the federal employment insurance program and ninety percent (90%) of the member's salary while on leave for a maximum of thirteen (13) weeks, subject to the condition that the member's earnings (from employment insurance, earnings, and any other source) cannot exceed one hundred percent (100%) of pre-leave earnings.

ARTICLE 14 – HOLIDAYS

14.1 Named Holidays

The Employer recognizes the following as paid holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day. Any date proclaimed as a public holiday by the Provincial government will be deemed to be a holiday for employees provided this does not duplicate holiday provisions above.

The Employer will attempt to accommodate the interests of employees in the genuine observation of their religious holidays. Accommodation of religious holidays that are in addition to the holidays provided for in the Collective Agreement will be taken as vacation leave or leave without pay.

14.2 Compensation for Holiday Falling on Saturday or Sunday

When any of the above holidays fall on a Saturday or Sunday and is not declared as being observed on some other day, the following Monday (or Tuesday where the

Monday is declared a holiday) shall be deemed to be the holiday for the purpose of this agreement.

ARTICLE 15 – VACATION

15.1 Vacation Entitlements

Vacation entitlements will be advanced annually at the beginning of the vacation year (May 1) on the following basis:

- Less than five (5) years of continuous service – fifteen (15) days per year
- Five (5) years of continuous service or more – twenty (20) days per year

Entitlements will be prorated for employees working less than full-time and/or less than the full vacation year. For the purpose of recording vacation leave usage, a day will be considered to be eight (8) hours.

All annual entitlements shall be taken by April 30 (for special circumstances, see Article 15.2).

15.2 Special Circumstances

In special circumstances (such as a planned extended vacation), employees may have consideration given to vacation arrangements outside of Article 15.1 by submitting a written application to their supervisor by April 1.

ARTICLE 16 – SICK LEAVE AND FAMILY/PERSONAL LEAVE

16.1 Upon commencement of employment, employees shall be credited annually on May 1 with ten (10) working days for the purpose of sick leave and/or to attend to family-related/personal situations that require the employee's involvement. Employees shall notify their supervisor of their absence as soon as possible, indicating the probable length of absence.

For the purpose of recording sick leave and family/personal leave usage, a day will be considered to be eight (8) hours.

16.2 Employees holding less than full-time appointments or appointments of less than one (1) year shall receive sick leave on a prorated basis.

- 16.3 Should an employee have a negative balance of sick leave credits upon termination, the employee shall be required, by payroll deduction or otherwise, to pay back the amount of overpayment of earnings.
- 16.4 Sick leave is not available for use for an illness, injury, or disability covered by *The Workers' Compensation Act* or for which income replacement benefits are paid under *The Automobile Accident Insurance Act*.
- 16.5 An employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days, certifying that the employee was unable to carry out duties due to illness. The Employer reserves the right at any time during an illness to request either a medical certificate to be submitted, signed by a medical doctor, or that the employee undergo at the earliest opportunity a medical examination conducted by a doctor specified by the Employer and at the Employer's expense. The Employer will not unreasonably request proof of illness from an employee.
- 16.6 An employee who is injured at work and is required to leave for treatment or is sent home by a supervisor or attending physician as a result of such injury shall receive payment for the remainder of the day. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

ARTICLE 17 – EMPLOYEE BENEFITS DURING LEAVE OF ABSENCE

17.1 Sick Leave, Vacation Leave

If the leave of absence (except as provided in Articles 13.2 and 13.3) exceeds thirty-one (31) days, credits for sick leave and vacation leave will not be accumulated during the period of absence.

If the leave of absence is for less than thirty-two (32) days, the employee will continue to accumulate sick leave credits and vacation credits in the normal fashion.

An employee will continue to accumulate sick leave credits and vacation credits in the normal fashion while in receipt of supplementary employment benefits (Article 13.6.3).

Sick leave credits and vacation credits will not accumulate during any other period of maternity/adoption/parental leave.

17.2 Group Life Insurance, Dental Plan, Extended Health Care

If the leave is for less than thirty-one (31) days, the employee will continue to be covered.

An employee receiving the supplementary employment insurance benefit (Article 13.6.3) will also be covered and normal employer/employee deductions apply.

For leaves in excess of thirty-one (31) days, or on the completion of the supplementary employment insurance benefit (Article 13.6.3), an employee may elect to continue plan coverages provided they make prior arrangements to pay the premiums required for continuance of the plans.

In any case, all coverage will terminate after a full twelve (12) month period of leave of absence.

ARTICLE 18 – MISCELLANEOUS

18.1 Administrative Errors

Administrative errors made relative to an employee's salary or benefits will be adjusted.

18.2 Notice

An employee is expected to give as much notice as possible when terminating employment, but in any event will be required to provide no less than fourteen (14) days' notice. The Employer agrees to waive some or all required notice in extenuating circumstances.

18.3 Access to Personnel File

Each employee will, after having made an appointment with Human Resources, have reasonable access to the contents of their file. The review will be conducted in the presence of a Human Resources representative. The employee may assign in writing the right to review their file to their Union Representative. Upon request, the employee shall be provided with copies of documents in the file at the employee's expense.

18.4 Service Defined

Service is defined as being actively at work or on approved leave of absence with pay including sick leave and vacation; or on maternity leave but does not include leave of absence without pay in excess of thirty-one (31) days (See Article 13.5).

ARTICLE 19 – THE AGREEMENT

19.1 Duration

This Agreement shall be effective from May 1, 2020 and shall remain in force and effect up to April 30, 2023, and from year to year thereafter, but either party may, not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiry date hereof, give notice in writing to the other party to negotiate a revision thereof.

Notwithstanding the above, with the consent of the parties, negotiations for a new agreement may commence six (6) months prior to the expiration of the current contract.

19.2 Conflicting Laws

If any provision of this Agreement or of any Collective Agreement made in pursuance thereof is found to be contrary to the provisions of any law, now or hereafter enacted, this Agreement will not be abrogated but it is subject to such amendments as may be necessary to bring it into conformity with the law.

APPENDIX A: WAGES

Minimum Annual Salaries

	PhD	Masters	Other Post-secondary
Postdoctoral Fellow	36,000	N/A	N/A
Research Assistant	36,000	32,000	30,000
Research Associate	36,000	32,000	30,000
Research Technologist	36,000	32,000	30,000

Minimum Hourly Rates

	PhD	Masters	Other Post-secondary
Postdoctoral Fellow	17.31	N/A	N/A
Research Assistant	17.31	15.38	14.42
Research Associate	17.31	15.38	14.42
Research Technologist	17.31	15.38	14.42

Note that these are minimum salaries/rates only. Employees may be offered appointments at rates higher than those listed above based on individual qualifications and/or research funding availability.

APPENDIX B: HOURLY APPOINTMENTS

The parties recognize there may be a need for research support on an irregular or “as needed” basis and agree to the appointment of hourly employees. Hourly appointments may fluctuate on a daily, weekly, or monthly basis but shall not exceed .5 of an FTE in any given 12-month period. Scheduling of hours of work will be in accordance with *The Saskatchewan Employment Act*. Employees will not be scheduled for less than three (3) continuous hours per day.

The hourly rate will be calculated by dividing the annual salary by 2,080 hours. Vacation pay at the rate of 3/52nds and statutory holiday pay will be paid in addition to the hourly rate.

Hourly appointments will be hired as per Article 8 of the Collective Agreement.

Hourly CUPE Local 5791 members are not eligible for the following:

Article 9	Hours of Work
Article 13	Leaves of Absence
Article 14	Holidays
Article 15	Vacation
Article 16	Sick Leave and Family/Personal Leave

IN WITNESS THEREOF the parties hereto have caused these presents to be executed this 3rd day of April, 2020.

The University of Regina, represented by:



Roger Brandvold, Board Chair
On behalf of Board of Governors



Thomas Chase, President



On behalf of University of Regina

The Canadian Union of Public Employees and its Local 5791, represented by:



On behalf of University Employees'
Union CUPE Local 5791