



UNIVERSITY OF  
SASKATCHEWAN

**CUPE** / Canadian Union  
of Public Employees

# **COLLECTIVE AGREEMENT**

between

**THE UNIVERSITY OF SASKATCHEWAN**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 3287**

**(Sessional Lecturers)**

September 1, 2014 to August 31, 2019

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**THIS AGREEMENT IS BETWEEN**

**THE UNIVERSITY OF SASKATCHEWAN**

**hereinafter called the Employer,**

**PARTY OF THE FIRST PART**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3287**

**hereinafter called the Union,**

**PARTY OF THE SECOND PART**

## **DEFINITIONS**

**ACADEMIC YEAR** means the twelve-month period commencing on July 1 each year.

**AGREEMENT** means the Collective Agreement between the Employer and the Union contained herein.

**COLLEGE** means an academic sub-unit of the University headed by a Dean. For the purposes of this agreement, college shall also mean the Centre for continuing and Distance Education.

**DEAN** means the head of a college or the person designated to act on behalf of a Dean.

**DEPARTMENT** means an administrative subdivision of a college, including a school, as established by the University Council and Senate.

**DEPARTMENT HEAD** means the head of a department or the director of a school or the person designated to act on behalf of a department head or director.

**EMPLOYEE** means those persons within the scope of the Certification Order of the Saskatchewan Labour Relations Board dated July 26, 1995, including persons holding appointments as sessional lecturers, applied music instructors, and teaching associates (subject to the terms and conditions contained in the Memorandum of Agreement signed November 4, 1996 and amended on December 11, 1996). Effective January 1995, *employee* shall also mean persons teaching as University of Saskatchewan sessional lecturers for SUNTEP.

**EMPLOYER** means the University of Saskatchewan in the same sense used in the Certification Order of the Saskatchewan Labour Relations Board as amended July 26, 1995.

**FISCAL YEAR** means the twelve (12) month period commencing May 1 each year.

**GRIEVANCE** means any dispute that arises between the Employer and the Union respecting the interpretation, application or alleged violation of any provisions of the Agreement.

**PLURAL REFERENCES** in this Agreement shall be considered to refer to any member of the bargaining unit where the context so requires.

**PRIORITY POINTS** means the total service points the sessional lecturer has earned in the department or non-departmentalized college since August 31, 1981, when the sessional lecturer has the right of first refusal on at least one course in the department or non-departmentalized college. Priority points determine priority of appointment as set out in Article 16.02.

**REGULAR SESSION** means the session that runs from September through April, consisting of two thirteen-week terms (Fall Term 1 and Winter Term 2).

**REPRESENTATIVE** means a departmental or college representative of the Union.

**SERVICE POINTS** provide a measure of the teaching performed as an employee at the University of Saskatchewan and are used to determine the appropriate basic stipend. Each service point represents six (6) credit units of teaching as the principal instructor of a credit course or courses and may include, but is not limited to, teaching as:

1. a sessional lecturer,
2. an applied music instructor (See Article 16.04),
3. a member of faculty in a term position as set out in Article 14.01, or,
4. an administrative or professional staff member at the University of Saskatchewan.
5. **At the discretion of the department head and approval of the Dean, sessional lecturers with prior experience at other tertiary institutions may be granted five (5) service points upon initial hire; the granting of service points allows for the provision of compensation at the Level II Stipend in accordance with Schedule 'A' Rates of Pay, and shall not be unreasonably denied.**

Sessional lecturers who have accumulated up to five (but not equal to five) service points will be paid at a Level I rate; sessional lecturers who have accumulated five and up to ten (but not equal to ten) service points will be paid at a Level II rate; and sessional lecturers who have accumulated ten or more service points, and retired faculty members appointed as sessional lecturers, will be paid at a Level III rate.

**SESSIONAL LECTURER** means an employee of the University of Saskatchewan within the scope of the Certification Order of the Saskatchewan Labour Relations Board as amended July 26, 1995 and includes all employees of the University of Saskatchewan who are responsible for teaching a credit course and remunerated on a per course basis:

- (a) Excluding all **holders of Graduate Teaching Fellowships**, adjunct professors, professors without term, clinicians and clinical appointments in the Departments of Medicine, Nursing, Veterinary Medicine and Dentistry, all academic student assistants and all employees represented for the purpose of collective bargaining by the University of Saskatchewan Faculty Association;
- (b) Including persons employed as applied music instructors;

- (c) Including persons employed to teach courses for ITEP;
- (d) Excluding persons employed to teach courses for NORTEP, NORPAC, and the Northwest Territories Education Program (amended January 1995);
- (e) Including persons employed as University of Saskatchewan sessional lecturers for SUNTEP (amended January 1995);
- (f) Excluding persons employed as teaching associates in the Department of Obstetrics and Gynecology;
- (g) Excluding doctoral students and holders of Post-Doctoral Fellowships who are employed in the following exempt course assignments:
  - Up to a maximum of fifteen (15) courses per academic year (five (5) three (3) credit unit courses during each term of Regular Session, and five (5) three (3) credit unit courses during Spring and Summer Session).
  - The College of Graduate Studies and Research will determine the complement and distribution of these courses. In all cases, the Employer shall provide in writing, to the Union, courses and section numbers exempted in each term.
  - No more than one exemption shall be applied to a graduate program in any academic year.
  - The exemptions will not apply to any program in any year in which a total of five (5) sessional courses or less are available.
- (h) If new programs are identified, the Employer and the Union will hold discussions before adding them to this article.

**SPRING AND SUMMER SESSION** means the session that runs from May through August, consisting of two seven-week terms (Spring Term 1 and Summer Term 2).

**TERM** means the normal academic period in which a three (3) credit unit course is taken and completed. The Regular Session consists of two 13-week terms, from September to April. The Spring and Summer Session consists of two 7-week terms, from May to August.

**UNION** means Canadian Union of Public Employees Local #3287.

**UNIVERSITY** means the University of Saskatchewan as defined in the *University of Saskatchewan Act, 1974*, as amended up to and including the date of the execution of this Agreement.

## **PREAMBLE**

The parties recognize the need for the successful operation of the University as a public institution of higher learning and pledge to cooperate in accordance with the purpose of this Agreement to encourage a climate of freedom, responsibility and mutual respect. The parties also acknowledge their joint responsibility to promote teaching excellence and to work towards recognition of the contributions of employees to the University.

## **ARTICLE 1 – PURPOSE**

**1.01** The purposes of the Collective Agreement are to promote harmonious relations between the Employer and employees, to establish an orderly collective bargaining relationship between the Employer and employees, to ensure the peaceful settlement of disputes and grievances, and to set forth an Agreement covering rates of pay and other working conditions.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

**2.01** 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.

## **ARTICLE 3 – THE AGREEMENT**

### **3.01 Duration**

This Agreement shall be effective from **September 1, 2014** and shall remain in force and effect up to **August 31, 2019**, and from year to year thereafter. Either party may, not less than **sixty (60)** days nor more than **one-hundred and twenty (120)** days prior to the termination date hereof, give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

### **3.02 Previous Provisions**

Nothing in this Agreement shall affect any provisions or concessions already in existence which are more favourable to employees than those contained in this Agreement.

### **3.03 Conflicting Laws**

If any provision of this Agreement 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.



### **3.04 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 which may conflict with the terms of this Collective Agreement. To facilitate this process, the Union will supply the names of its officers and representatives and, each October, the Employer will supply the Union with a list of deans, department heads and appropriate officers of the Centre for Continuing and Distance Education.

## **ARTICLE 4 – BARGAINING AGENT**

**4.01** The Employer recognizes the Canadian Union of Public Employees Local #3287 as the sole and exclusive collective bargaining agent for all employees covered by this Agreement, and hereby agrees to negotiate with the Union and any of its authorized committees, on all matters affecting relations between the parties to this Agreement, aiming towards a peaceful and amicable settlement of any difference that may arise.

## **ARTICLE 5 – UNION MEMBERSHIP**

**5.01** 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, provided that any employees in the appropriate bargaining unit who are not required to maintain their membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by members of the Union.

**5.02** It is agreed between the parties that Human Resources will distribute an information memorandum, prepared by the Union and approved by the Employer, to all new appointees falling under the jurisdiction of the Union.

## **ARTICLE 6 – REPRESENTATIVE(S) OF CUPE**

**6.01** The Union shall have the right to have the assistance of representative(s) of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall also have access to University premises in order to investigate and assist in the settlement of grievances.

## **ARTICLE 7 – UNION RIGHTS AND PRIVILEGES**

- 7.01** The Employer agrees to provide the Union with reasonable office space on the premises. However, the Employer reserves the right, in the event of a work stoppage, to require the Union to vacate such premises on campus within twenty-four hours. In that event, the Employer agrees to provide the Union with reasonable access to the University premises to provide appropriate representation to those working pursuant to any Essential Services Agreement. The Union shall return to its former premises immediately after the work stoppage is over. The privacy of Union information will be closely maintained, and the Union will be able to arrange access to its former premises for the purpose of removing its property by contacting Human Resources.
- 7.02** The Employer agrees to provide the Union with adequate telephone service and use of the internal postal service of the University. A charge will be levied by the Employer for telephone and external postal services that are not otherwise paid for by the Union.
- 7.03** The Employer will allow the Union to use University Printing Services and such other service facilities and equipment as may be required on the same basis as for the University's other certified bargaining units.
- 7.04** The Employer agrees to allow the Union to hold meetings and educational functions and to conduct Union business at the University. The Employer will make space available for such functions subject to normal scheduling restrictions.
- 7.05** The Employer agrees to allow the Union to use existing Union bulletin boards to post notices of meetings and other such notices as may be of interest to the employees.

## **ARTICLE 8 – PICKET LINES DURING A STRIKE**

- 8.01** Employees may refuse to cross a picket line arising out of a labour dispute. Employees 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 Dean of the college in consultation with the Executive Director of the Centre for Continuing and Distance Education (for regular session) or the Associate Vice-President of Student and Enrolment Services Division (for spring & summer session) or designate where appropriate. Employees will not be required to perform duties beyond their normal responsibilities as a result of a labour dispute.

## **ARTICLE 9 – INFORMATION**

- 9.01** The Employer agrees to provide the Union with a list of employees for each term by the following dates: October 15 for Term 1 of Regular Session; February 15 for Term 2 of

Regular Session; and the third week of Term 1 and of Term 2 of Spring and Summer Session.

**9.02 Exchange of Information**

The Employer and the Union agree to exchange, at the request of either party, information which is not confidential, is readily available, and pertains to a subject under discussion between the parties. Exchange of information shall occur within thirty (30) days of the request, unless a mutual agreement for extension is made. The Employer agrees to provide assistance or training to the Union on the Human Resources information system.

**ARTICLE 10 – DEDUCTION OF UNION DUES**

**10.01 Deductions**

The Employer shall deduct, as a condition of employment of employees, initiation fees, dues and such other assessments as the Union may direct in writing through its Secretary-Treasurer, from the pay cheque due in each pay period from each such employee and remit the same prior to the fifteenth (15<sup>th</sup>) day of the month following the calendar month in which such deduction is made to the Secretary-Treasurer of the Union, accompanied by a list of names of all employees for and on behalf of whom such deductions, whether initiation fees, dues or assessments were made, and for what months the individual deductions were made.

**10.02 Monthly Statements**

Monthly statements shall be forwarded to the Secretary-Treasurer of the Union showing the names of all new employees covered by this Agreement and not reported in accordance with 10.01 – Deductions. The statements shall also include the names of all employees who terminated prior to their normal termination dates from their appointments in the bargaining unit. This information will be provided each month and will include the date of appointment or severance.

**10.03 Dues Receipts**

The Employer shall also include on Income Tax (T4) slips the amount of union dues paid by each employee in the previous year.

**ARTICLE 11 – LABOUR/MANAGEMENT**

**11.01 Union-Management Committee**

There shall be a Union-Management Committee consisting of representatives from the Union and representatives from the Employer, for the purpose of resolving difficulties and promoting harmonious relations.

### **11.02 Meetings**

In the event either party wishes to call a committee meeting, the meeting shall be held at a time and place fixed by mutual agreement. All items proposed by either party and consistent with the purposes of the Union-Management Committee shall be included in the agenda.

### **11.03 Compensation for Meetings**

The Employer will provide annually to the Union the equivalent of a Level III stipend for **nine (9) credit units** to compensate members of the Union for attendance at joint **or university committees**. The allocation of these funds will be at the discretion of the Union.

## **ARTICLE 12 – GRIEVANCES**

### **12.01 Preamble**

The parties confirm their mutual desire that every grievance shall be resolved promptly with the object of arriving at a fair and proper settlement.

**The Union is entitled to initiate a grievance in its own right or on behalf of an employee at any stage of the grievance procedure.**

### **12.02 Informal Procedure**

It is the right of employees, with the assistance of a Union representative if they so wish, to seek to resolve disputes through informal discussion with the academic and administrative colleagues, including the department head, provided that such informal discussion shall not in any way prejudice any dispute resolution procedures set out in this Agreement.

### **12.03 Stage 1**

If a dispute is not resolved informally, the Union may submit to the Associate Vice-President, Human Resources, with a copy to the appropriate Dean, a written grievance signed by a duly authorized official of the Union within thirty (30) days of the discovery of the incident which is the subject of the grievance.

The Union or Human Resources **shall** request a meeting with the appropriate Dean or designate at which both parties shall be present.

The Dean, or designate, in consultation with Human Resources, will render a written decision within fourteen (14) days of receiving the grievance.

### **12.04 Stage 2**

**Failing resolution at Stage 1**, the Union may, within thirty (30) days of receipt of the **written decision at Stage 1**, refer the written grievance to the Associate Vice-President,

Human Resources, with a copy to the Vice-President (Academic) or designate. The parties shall meet to discuss the grievance at **Stage 2** within thirty (30) days of the referral and the Vice-President (Academic) **or designate**, in consultation with Human Resources, shall render a written decision within thirty (30) days of the meeting.

**12.05 Policy Grievance**

**Grievances involving interpretation or administration of the Collective Agreement signed by a duly authorized Union official and not involving a specific individual, and grievance by a group of employees shall be taken directly to Stage 2.**

**12.06 Time Limits**

The time limits specified in the foregoing provisions may be waived by the parties upon agreement, and special consideration will be given when a case involves Union or Employer participants in more than one geographic location.

**ARTICLE 13 – ARBITRATION**

**13.01 Time Limit**

**In the event that any grievance or matter in dispute has not been settled through the process outlined in Article 12, either party may, within thirty (30) days of receipt of the written decision, submit the grievance or matter in dispute to Arbitration. The time limits imposed by the subsequent provisions may be waived by the parties upon agreement.**

**13.02 Arbitration Process**

**In the event that either part to this agreement decides that a grievance should proceed to the arbitration stage, the appointment of an Arbitrator will be made by mutual agreement.**

**In the event that the agreed to Arbitrator is unable to hear the grievance within a reasonable period of time or declares a conflict of interest, the parties will reconvene to determine another Arbitrator to hear the grievance.**

**13.03 Hearing**

The **Arbitrator** shall hear the evidence of both parties and render a written decision within **thirty (30)** days from the completion of taking evidence. The **Arbitrator's** decision on the matter at issue shall be final and binding on both parties, but the **Arbitrator** shall not be empowered to add to, subtract from, alter or amend the Collective Agreement in any way.

**13.04 Time Deficiencies**

**The Arbitrator** shall have the power to hear any arguments as to whether, in order to avoid consideration of substantive issues, time limits set forth in the grievance

procedure have been unreasonably enforced. The **Arbitrator** may decide to deal with the case placed before it, despite such minor deficiencies.

### **13.05 Disciplinary Action**

The **Arbitrator** shall have the power to dispose of any grievance involving dismissal or disciplinary action by any arrangement which it deems just and equitable.

### **13.06 Expenses**

The fees and expenses of the **Arbitrator** shall be shared equally between the parties. Each party shall be responsible for the costs, fees and expenses of its witnesses.

## **ARTICLE 14 – RIGHT OF FIRST REFUSAL**

### **14.01 Establishing the Right of First Refusal**

Where the Employer has determined that a particular credit course is to be taught on a sessional basis, an applicant who applies for the position within the official posting period shall enjoy a right of first refusal in connection with it, provided:

- (a) i. (for three (3) credit unit courses)  
The applicant has taught the same three (3) credit unit course or a closely related three (3) credit unit course a minimum of three times in any three terms or four times in any two terms during the past four (4) year period. For the purpose of this provision, the four (4) year period is defined as starting on September 1 and ending forty-eight (48) months later on August 31. (NOTE: Teaching in the current term does not count until the course is completed in accordance with Article 14.05.);
- ii. (for six (6) credit unit courses)  
The applicant has taught the same six (6) credit unit course or a closely related six (6) credit unit course a minimum of three times during the past four-year period. (NOTE: Teaching in the current term does not count until the course is completed in accordance with Article 14.05.);
- iii. (for a combination of closely related six (six) and three (3) credit unit courses)  
The applicant has taught from a set of closely related six and three (3) credit unit courses a minimum of three times in at least three different terms during the past four-year period. However, an applicant may qualify by teaching one (1) six (6) credit unit course and two (2) three (3) credit unit courses in any two (2) terms, providing the three (3) credit unit courses were taught in two (2) different terms. (NOTE: Teaching in the current term does not count until the course is completed in accordance with Article 14.05.);

- iv. (for courses with fewer than three (3) credit units)  
The provisions of Article 14.01 (a) i. will apply.

and

- (b) The previous teaching was in relation to the same course or a closely related course in the same department (or in the same college in the case of a non-departmentalized college);

and

- (c) There has been a positive evaluation of the candidate's ability and performance following the final qualifying course specified in (a), and the right of first refusal has been granted. In the event the candidate does not meet the qualifications posted at the time of appointment, the evaluation may also include a review of the candidate's qualifications. Denial of the right of first refusal because of teaching performance must be based on one or more formal teaching assessments. Absence of a regular review as described in Article 18 may be interpreted as a positive assessment of a candidate's performance. If the right of first refusal is denied, the sessional lecturer may file a grievance.

The right of first refusal will apply only to courses offered directly by the University of Saskatchewan, and a credit toward the right of first refusal will be earned when the instructor teaches the course as a member of this bargaining unit or subsequently teaches the course as a member of faculty in a term position at the University of Saskatchewan.

#### **14.02 Establishing Second or Subsequent Right of First Refusal**

Where the Employer has determined that a particular credit course is to be taught on a sessional basis, an applicant who applies for the position within the official posting period shall be granted a right of first refusal in connection with it, provided:

- (a) The applicant currently holds right of first refusal for one or more courses in the department offering the course (or in the same college in the case of a non-departmentalized college).

and

- (b) The applicant has taught the same course or closely related course a minimum of two times in any two terms during the past four-year period. For the purpose of this provision, the four-year period is defined as starting on September 1 and ending forty-eight (48) months later on August 31. (NOTE: Teaching in the current term does not count until the course is completed in accordance with Article 14.05.) In cases where the applicant has met the minimum requirement, the Employer may either grant the right immediately or require the applicant to teach the course one additional time.

Applicants for subsequent right of first refusal who are required to teach the course an additional time will be provided with an explanation in writing, and a copy will be sent to the Union. The applicant will be offered the opportunity to

teach the course again, providing it is being taught on a sessional basis and providing there is no other person to whom it should be offered by reason of the right of first refusal or place of residence (as provided in Article 16.05).

and

- (c) Following the completion of the final qualifying course, there will be an evaluation of the applicant's suitability and performance in relation to the course. In the event the candidate does not meet the qualifications posted at the time of appointment, the evaluation may also include a review of the candidate's qualifications. Denial of the right of first refusal because of teaching performance must be based on one or more formal teaching assessments. Absence of a formal teaching assessment as described in Article 18 may be interpreted as a positive assessment of a candidate's performance. If the right of first refusal is denied, the sessional lecturer may file a grievance.

If the evaluation is positive, the right of first refusal for this course will be granted. In the event the evaluation is not positive, the right of first refusal will be denied.

The right of first refusal will apply only to courses offered directly by the University of Saskatchewan, and a credit toward the right of first refusal will be earned when the instructor teaches the course as a member of this bargaining unit or subsequently teaches the course as a member of faculty in a term position at the University of Saskatchewan.

#### **14.03 Course in Part**

For courses covered in Article 14.03 Course in Part, where an employee with right of first refusal for one half of a course does not meet the posted qualification requirements for the entire course, another applicant who does meet the posted qualification requirements, may be appointed to teach the entire course. Where such an applicant is appointed, the Employer shall forward to the Union the name of the successful applicant and the rationale for the appointment.

Right of first refusal may be conferred for a part course when the course has distinct parts each requiring a different area of expertise.

#### **14.04 Determination of "Closely Related" Courses**

The Union and the Employer agree that new or existing courses may encompass subject materials and topics which are closely related in nature allowing sessional lecturers the ability to teach multiple courses.

Sessional lecturers may make individual application to have their ability to teach closely related courses determined during their teaching review or assessment. The Union may direct requests to determine whether courses are "closely related" to the department head (or Dean of non-departmentalized college).



If an applicant disagrees with a department head's decision as to whether courses are "closely related," the decision may be appealed to the Dean of the college. If the applicant disagrees with the Dean's decision, a written appeal may be filed with the Joint Appeals Committee in care of Human Resources. The written appeal must be submitted no later than two (2) weeks from receipt of notice of the Dean's decision.

The Joint Appeals Committee shall consist of two (2) members appointed by the Union and two (2) members by the Employer. The Committee shall determine its own procedures, consider the appeal, and render a decision. Decisions of the Committee shall be binding on both parties and not subject to further appeal unless the Committee's decision results in a tie vote. In the event of a tie vote, the employee may initiate a grievance at Step 2 of the grievance procedure within thirty (30) days of receiving notification of the decision.

These provisions shall also recognize any previous determination of courses to be closely related and right of first refusal previously granted.

#### **14.05 Application for the Right of First Refusal**

- (a) In order to increase employee awareness of the application procedure for attaining right of first refusal, the Employer shall, on an annual basis, advise employees who have satisfied the teaching requirements for the right of first refusal in the previous twelve (12) months who have not applied, that they are eligible to do so. However, should an employee not be notified by reason of a clerical error or oversight, the omission shall not be grievable and in no case shall it be used as an argument to confer rights under the Collective Agreement.
- (b) An applicant who seeks the right of first refusal shall apply to the Dean of the college that has jurisdiction over the course. Where conditions (a) and (b) in Article 14.01 or 14.02 have been met, and following the submission of marks for the final qualifying course specified in (a), there will be an assessment of the candidate's overall suitability and performance in relation to the course (See Article 18.). If the application is made prior to the submission of marks, the candidate and the Union will be notified in writing of the outcome of the assessment no later than one (1) month following the submission of marks. If the application is made subsequent to the submission of marks, the assessment will occur no later than one (1) month following the application. If it is positive, the candidate will be granted the right of first refusal in relation to that course when it is taught on a sessional basis. In the event the evaluation is not positive, the right of first refusal will not be granted.

Persons applying for the right of first refusal must submit to the Dean's office a complete history of their teaching experience with the University of Saskatchewan relating to the course(s) for which they are requesting the right of

first refusal. Individuals who wish to determine in advance if they have sufficient qualifying credits may submit information concerning their teaching history to Human Resources for verification of their eligibility.

#### **14.06 Maintenance of the Right of First Refusal**

Once the right of first refusal is achieved, the individual must teach the same course or a closely related course at least once during every two (2) years in order to maintain the right. For the purpose of this provision, the two (2) year period is defined as starting on September 1 and ending twenty-four (24) months later on August 31. The individual may apply to the Dean to extend this maintenance period for a maximum of one (1) additional year (from September 1 to August 31) in the following circumstances:

1. Appointment to a faculty position at the University of Saskatchewan or another postsecondary institution;
2. The course is not offered on a sessional basis during the September 1 to August 31 year in question or another person with the right of first refusal was appointed to teach the course;
3. Absence to upgrade academic qualifications;
4. Absence for maternity purposes;
5. Absence to assume a full-time union appointment external to CUPE 3287;
6. Extended illness;
7. Other approved absences; and
8. Appointment(s) within the two (2) year maintenance period to teach another course in the department.

#### **14.07 Reinstatement of the Right of First Refusal**

In the event the right of first refusal is not maintained, the individual may apply to the Dean for reinstatement of the right. In such cases, the Employer may either grant the right of first refusal immediately or require the applicant to teach the course one additional time. The applicant will be offered the opportunity to teach the next available section of the course, providing it is being taught on a sessional basis and providing there is no other person to whom it should be offered by reason of the right of first refusal or place of residence (as provided in Article 16.05). Following the completion of the course, there will be an evaluation of the applicant's suitability and performance in relation to the course. If the evaluation is positive, the right of first refusal for this course when it is taught on a sessional basis will be reinstated. In the event the evaluation is not positive, the right of first refusal will not be reinstated.

Note: See Article 19.02 for loss of the right of first refusal as a result of disciplinary action.

#### **14.08 SUNTEP Courses**

The right of first refusal for a course taught in SUNTEP will be distinct from the right of first refusal when the same course is taught in the regular program. Under certain conditions, courses taught on a sessional basis either for SUNTEP or as part of the regular program, may qualify as credits toward establishing, maintaining or reinstating the right of first refusal for both the SUNTEP course and the corresponding course in the regular program. These conditions are as follows:

##### **14.08.01 Establishing the Right of First Refusal for SUNTEP Courses**

Where all of the conditions set out in sections (a) and (b) in Article 14.01 or 14.02 have been met, except that some or all of the qualifying credit units were earned while teaching the course in the regular program, the individual may apply for the right of first refusal for the SUNTEP course, but special provisions will apply. In such cases, the Employer may either grant the right immediately or require the applicant to teach the course one (1) additional time as a SUNTEP course. Applicants for the right of first refusal who are required to teach a course an additional time will be provided with an explanation in writing, and a copy will be sent to the Union.

##### **14.08.02 Establishing the Right of First Refusal for Regular Program Courses**

Where all of the conditions set out in sections (a) and (b) in Article 14.01 or 14.02 have been met, except that some or all of the qualifying credit units were earned while teaching the course as part of SUNTEP, the individual may apply for the right of first refusal for the regular program course, but special provisions will apply. In such cases, the Employer may either grant the right immediately or require the applicant to teach the course one additional time as a regular program course. Applicants for the right of first refusal who are required to teach a course an additional time will be provided with an explanation in writing, and a copy will be sent to the Union.

##### **14.08.03 Evaluation**

Applicants who have been asked to teach the course one (1) additional time in accordance with section 1 or 2 above will be offered the opportunity to teach the course, provided it is being taught on a sessional basis as a SUNTEP course or as a regular program course and provided there is no other person to whom it should be offered by reason of the right of first refusal, place of residence (as set out in Article 16.05), or affirmative action placement (as set out in Article 16.06). Following the completion of the course, there will be an evaluation of the applicant's

suitability and performance in relation to the course as it is taught in that program. If the evaluation is positive, the right of first refusal will be granted for the course that was specified in the application and evaluated (that is, for the SUNTEP course or for the regular program course). In the event the evaluation is not positive, the right of first refusal will not be granted.

**14.08.04 Maintaining and Reinstating the Right of First Refusal**

Once the right of first refusal has been granted for a SUNTEP course or for the corresponding regular program course, that right of first refusal may be maintained or reinstated by teaching the course either for SUNTEP or as part of the regular program.

**14.09 Review of Right of First Refusal**

It is expected that sessional lecturers will remain current with developments in their disciplines and on a regular basis will update the subject matter of courses they teach. Departments and colleges will be encouraged to conduct regular reviews of all aspects of the course delivery. In the event there is an individual who has the right of first refusal for a course and it is determined through a formal teaching evaluation process that students are not receiving the quality of instruction expected for the course, the Dean may require the individual to participate in a mentoring program. If, following the completion of the mentoring program, the level of instruction has not improved to an acceptable level, the Dean may revoke the individual's right of first refusal with respect to that course.

**ARTICLE 15 – POSTING**

**15.01 Posting Notice**

**Wherever possible, the Employer agrees that all vacancies shall be posted as soon as reasonably possible for a minimum of seven (7) days, and will be posted in blocks of classes. Term One and Term Two shall be posted starting on the first Wednesday in May and weekly thereafter, and Term Three on the first Wednesday in February and weekly thereafter. All vacancies** will be filled by a process which includes the posting of job vacancy notices on the website used for posting purposes. To the extent possible, postings shall identify the department or college, course name, course number and number of credit units, term and length of course, day(s) and time of day of course, location, expected enrolment limit, qualifications required, stipend, and where to apply. Expected enrolment limits will be provided for information only and may be subject to change. The Employer will notify the appointee as soon as possible of any substantial changes in enrolment. **Whenever possible, postings should be made to allow for appointments to be made at least twenty-one (21) days prior to the commencement of the first class. Exceptions to this shall follow the Urgency Provisions as outlined in Article 15.05.** A copy of each notice will be forwarded to the Union.

### **15.02 Posting Locations**

Job vacancy notices will be posted on the **official** University's electronic postings website. In addition, each department or non-departmentalized college **may** display its own postings on its own bulletin boards or in another place designated for that purpose.

### **15.03 Posting Cancellation**

**Postings may be cancelled at the discretion of the department (or college in the case of non-departmentalized colleges) prior to the appointment of an applicant.**

**Applicants with Right of First Refusal will be notified by the department as soon as possible in the event of a cancellation of posting.**

**Should a candidate be appointed prior to cancellation, the provisions of Article 17 will apply.**

### **15.04 Early Applications**

Candidates may make application in advance of the posting. Early applications shall be forwarded to the department head (or Dean of a non-departmentalized college). **Early** applications will be accepted for the Regular Session **starting thirty (30) days** prior to the **first Wednesday in May**. **Early** applications for **Term 3** will be accepted **starting thirty (30) days** prior to the first **Wednesday** in February. They will be given full consideration and will be subject to the provisions for the right of first refusal set out in Articles 14 and 16.

### **15.05 Urgency Provisions**

Where for *bona fide* reasons it is not possible to post the vacancy in advance of the appointment, the provisions of Articles 15.01, 15.02 and 15.03 shall be waived, and the Employer shall inform the Union of the rationale for the waiver. The Employer may fill such positions without posting but will make reasonable attempts to give first priority to any current applications from persons holding the right of first refusal for this course, beginning with the applicant who has taught the most credit units in the department, proceeding to the applicant who has taught the second most credit units, and so on down the list in decreasing order of credit units.

## **ARTICLE 16 – APPOINTMENT**

### **16.01 Appointment with Right of First Refusal**

Consistent with the provisions of Article 14, the applicant for a vacancy who possesses the right of first refusal in relation to a particular course and priority (see 16.02) shall be offered an appointment to teach the course when it is offered on a sessional basis. A qualified applicant with priority may apply for and be assigned up to twelve (12) credit units in the Regular Session. Such applicants are entitled to be appointed for up to twelve (12) credit units before another applicant is appointed.

### **16.02 Determining Priority for Appointment**

If more than one applicant has a right of first refusal in relation to the same course, priority shall be given to the applicant who has the most priority points in the department. In the case of a non-departmentalized college, priority shall be given to the applicant who has the most priority points in the college. Where possible, location and time preferences will be respected. If two or more applicants have accumulated the same number of priority points, priority will be given to the applicant who has accumulated the most priority points in the department or non-departmentalized college within the past four (4) years. Credit units for determining priority will include courses that are currently being taught.

Updated priority lists will be made available to departments in the months of August, October and February. The priority list for a department or non-departmentalized college will show the accumulated priority points for each sessional lecturer who has the right of first refusal for a course offered by that department or non-departmentalized college. Each priority point represents six (6) credit units taught for the department or non-departmentalized college or the equivalent amount of teaching as an applied music instructor. (See Article 16.04.) It does not include courses taught for another department or non-departmentalized college.

### **16.03 Notification**

All applicants will receive written notification of the decision within twenty-one (21) days of the closing of the seven (7) day posting period. If there are no applications from persons who have the right of first refusal, the Employer may decide to repost the vacancy prior to notifying applicants. It is the responsibility of the applicant to ensure their contact information is updated regularly on PAWS and with their department.

Candidates will inform the Employer, in writing, within one (1) week of receipt of the offer whether or not they accept the offer.

### **16.04 Maximum Teaching Assignment**

No individual shall, through right of first refusal or otherwise, secure more than twelve (12) credit units in the Regular Session unless the Vice-President (Academic) has approved the teaching assignment and the Employer has provided notification to the Union, confirming that no applicant with right of first refusal, nor any applicant who has applied and taught the course previously as a sessional, is being displaced. (Agreed June 20, 2007.)

An employee who has been assigned eighteen (18) credit units within the twelve (12) month period between September 1 and August 31 shall not be appointed to teach an additional course during the same twelve (12) month period if there is any other applicant possessing the right of first refusal for that course or failing that, any other applicant who has previously taught the course as a sessional lecturer and whom the University wishes to hire. The exception to this provision would be in the case of a

course cancellation as described in Article 17.04.

For the purpose of determining the maximum teaching assignment for an Applied Music Instructor, two (2) hours of instruction per week will be considered comparable to a one (1) credit unit assigned to a sessional lecturer. Thus, the maximum teaching assignment during the Regular Session will be twenty-four (24) hours of applied music instruction per week for the period from September to April.

#### **16.05 Geographic Location**

Recognizing there may be situations outside of Saskatoon in which it would be beneficial to appoint a person who resides in the location where a course will be taught, the Union and Employer agree that the normal provisions of right of first refusal may be superseded to give preference to a person residing in the location where the course will be taught, provided the location is outside of Saskatoon and the person appointed has taught the course as a member of the bargaining unit within the past three (3) years.

#### **16.06 SUNTEP Program**

In accordance with the objectives of SUNTEP as set out in the Agreement between the Gabriel Dumont Institute, the Province of Saskatchewan, and the University of Saskatchewan and the affirmative action initiatives of the Gabriel Dumont Institute, the parties agree that there may be special considerations in selecting sessional lecturers to teach courses for SUNTEP providing the applicants selected have qualifications comparable to those required to teach the same courses as part of the regular program or special qualifications required to teach the courses in that program. Accordingly, the Employer shall retain the right to override the normal right of first refusal provisions in order to appoint aboriginal persons to teach courses for SUNTEP. The Employer will advise the Union any time an appointment is made under this affirmative action program.

#### **16.07 Specialist Qualifications**

In exceptional cases when a highly acclaimed scholar in an area of specialization or an individual publicly renowned in a particular field of endeavour is available for a brief period of time, right of first refusal of an applicant may be set aside once in order to appoint the scholar or celebrity. The Employer shall forward to the Union at least thirty (30) days before the course begins the applicant's name, an outline of those qualifications which render that person a specialist and the rationale for the appointment. Appointment of the specialist shall not exceed one (1) course. The applicant with right of first refusal who would otherwise have taught the course will receive a priority point at the appropriate rates.

#### **16.08 Education Equity**

In the case where a course is directed specifically to a target group identified by the Saskatchewan Human Rights **Code** and the sessional lecturer appointment requires special background or training to teach the course effectively, the Employer may ask

that the normal provisions of right of first refusal be superseded to give preference to a person who has the special background or training deemed necessary. The request will include an explanation of the special background or training required. Such request will be made as soon as possible and may be made before the course offering is finalized. **Renewal of the request must be made annually to continue the arrangement.** The Union will respond within one (1) month of the request **for new requests, and within two (2) weeks for continuation or renewal of previously agreed to instances.**

#### **16.09 Teaching Courses Concurrently**

Occasionally, very similar courses are taught concurrently. Sessional lecturers appointed to teach more than one course at the same time and in the same location will be remunerated for teaching a single course if the posting has specified that this will be a concurrent teaching assignment. When a second course is added to a sessional lecturer's teaching assignment following the acceptance of any appointment to teach a single course, supplementary remuneration may be appropriate under certain circumstances. For example, if the addition of the second course requires more than minimal further preparation on the part of the sessional lecturer or if the combined enrolment of the concurrent courses exceeds the limit posted for the single course. Supplementary remuneration will be arranged through Human Resources and will be subject to the agreement of the Union.

#### **16.10 Continuing Sessional Lecturer**

**Per the terms and conditions of Article 15 and Article 16, should a department (or college in non-departmentalized colleges) deem it beneficial to utilize a Continuing Sessional Lecturer, the following terms and conditions would apply:**

- 1. Continuing Sessional Lecturers are term appointments made within academic departments (or in colleges in the case of non-departmentalized colleges). A Continuing Sessional Lecturer appointment is one in which a sessional lecturer is appointed to and responsible for a specific course for up to a three (3) year term renewable upon agreement by the parties.**
- 2. Appointees are remunerated on a per course basis.**
- 3. Candidates must possess the appropriate academic and or professional qualifications.**
- 4. Formal teaching assessments shall be conducted as per Article 18.**
- 5. Renewal of a Continuing Sessional Lecturer term position shall be determined in the last year of the term position, and by departmental needs, and recommended by the department head to the Dean for approval.**
- 6. If a Continuing Sessional Lecturer term position is to be discontinued prior to**



the end of the stated term, written notice must be given three (3) months in advance. The appointees are required to give three (3) months' notice in the event of resignation from the position.

7. If at any time during this appointment the course offering is to be cancelled for that academic term, the Course Cancellation Clause as per Article 17.01 will apply.

## **ARTICLE 17 – CANCELLATION OF A COURSE OFFERING**

**17.01** When a course scheduled to be taught on a sessional basis is cancelled because of insufficient enrollment or for other just cause, and the cancellation occurs within the twenty-one (21) day period prior to, but not including, the first scheduled class, the person who was appointed to teach the course will receive twenty-five percent (25%) of the stipend for the course that has been cancelled.

**17.02** If the course is cancelled on or after the first scheduled class, the employee will receive the greater of (a) twenty-five percent (25%) of the course stipend or (b) the proportion of the course stipend corresponding with the proportion of teaching duties completed.

**17.03** The cancellation fee will not be paid if the individual accepts an offer to teach an alternate course in the same term with an equivalent stipend. An individual shall receive a prorated cancellation fee if offered an alternate course with a smaller stipend.

### **17.04 Special Rights as a Result of Course Cancellations**

This special right exists in addition to the cancellation fee, if any, as specified in Articles 17.01 and 17.02.

If a course offered to an individual with the right of first refusal is cancelled and no alternate course is assigned, the individual shall be offered the course at the next opportunity, provided it is available on a sessional basis within one (1) year of the cancellation. If the individual is unable to accept this substitute course assignment, another substitute will be offered the next time the course is offered on a sessional basis, provided it is still within the one (1) year period. For the purposes of Article 16.04 only, a substitute course will be considered as an appointment in the twelve (12) month period in which the course is cancelled and not the twelve (12) month period in which the course is actually taught. If more than one individual has a course cancelled, priority in assigning substitute courses shall be given based on the accumulated teaching credits of the individual. This special right will continue for one (1) year following the cancellation of the original course assignment or until the individual accepts a substitute course assignment to replace the cancelled course, whichever occurs earlier.

## **ARTICLE 18 – TEACHING REVIEWS AND ASSESSMENTS**

All regular reviews and teaching assessments are to allow for an opportunity for the department head, Dean or designate to meet and discuss the performance of duties with each member. The department head, Dean or designate will then complete a performance feedback and development plan. A copy will be provided to the member and Human Resources. The member may attach a personal statement in response to the feedback with a copy submitted to Human Resources. Members who do not receive timely performance feedback may apply to Human Resources or the Union for assistance.

Both regular reviews and teaching assessments shall use reasonable methods and criteria of evaluation that are appropriate to the department or non-departmentalized college and to the course in question.

It is expected that sessional lecturers will remain current with developments in their disciplines and will regularly update the subject matter of courses they teach.

### **18.01 Regular Review**

The department head, Dean, or designate shall conduct a regular review of an employee's teaching performance for the purpose of providing feedback on their course instruction and plans for future professional development.

During a sessional lecturer's first nine (9) credit units of instruction, the department head, Dean or designate shall conduct a regular review.

Following the initial nine (9) credit units of instruction, the department head, Dean or designate shall conduct regular reviews once per every two (2) years of instruction in which the sessional has taught more than fifteen (15) credit units.

In order to transition to the model as outlined above, regular reviews must be conducted by August 31, 2012 for all applicable sessionals who meet the above criteria.

#### **18.01.01 Procedures for Regular Review**

A regular review will normally include a review of the following:

1. Subject matter, mode of delivery and teaching materials considered relevant to teaching performance; and
2. Signed evaluations from students.

The department head, Dean or designate shall meet with the sessional within thirty (30) days of gathering the information indicated above to discuss the review, identify areas of strength and/or plans for

development, and, if necessary, make recommendations for the member to utilize available resources.

To provide a more detailed review, the Employer or employee may request a teaching assessment as outlined in Article 18.02.

## **18.02 Teaching Assessment**

Wherever possible, procedures will be compatible with those used to evaluate other teaching staff in the same department (or in the same college in the case of a non-departmentalized college).

A teaching assessment will normally include a review of the following:

1. Subject matter, mode of delivery and teaching materials considered relevant to teaching performance; and
2. Signed evaluations from students;

And may also include:

3. Statements, reports, or other information such as a teaching dossier submitted by the sessional lecturer for consideration;
4. One or more in-class observations of teaching;
5. Letters of discipline as described in Article 19.

The department head, Dean, or designate shall meet with the sessional within thirty (30) days of gathering the information indicated above to discuss the assessment and identify areas of strength and/or plans for development. If it is determined through the teaching assessment process that students are not receiving the quality of instruction expected for the course(s) in question, the department head, Dean or designate may require the member to participate in a mentoring program or make recommendations for the member to utilize available resources.

Unfavourable outcomes of the teaching assessment may be subject to Article 19.

### **18.02.01 Observers**

When in-class observations are included in the teaching assessment, department heads, Deans or designates shall determine who will conduct the in-class observations. Sessional lecturers will normally be given notice at least two (2) classes before the date and time the observations will take place. They shall also be entitled to invite a University colleague, who is either a sessional lecturer or a faculty member, to attend in-class

observations on a voluntary basis. This colleague may also file a report or provide written comment on the class.

**18.02.02 Observers' Report**

Observers will give the employee the opportunity to discuss their reports prior to submitting them to the department head or Dean. The department head or Dean will provide the employee with copies of the final written reports. The employee will be asked to sign each report to acknowledge that it has been read. Should the employee wish, the employee will be entitled to file a written comment which will be appended to the record.

**18.02.03 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 Employer and individual employees. Anyone perceiving such a conflict for the purpose of performing or receiving teaching assessments should raise the issue to the Dean or designate; or may request the Union raise the issue.

**ARTICLE 19 – DISCIPLINE**

**19.01 Non-disciplinary Coaching**

Coaching will be given verbally and/or in writing to clarify expectations and provide guidance to assist the employee in addressing performance concerns. A reasonable timeframe will be given to the employee to correct the poor performance and appropriate follow up on progress will be provided. Written coaching will be removed from the employee's file after twelve (12) credit units or eighteen (18) months, whichever comes first.

**19.02 Progressive Discipline**

As a matter of practice and general principle, the Employer endorses the concept of progressive discipline.

It is understood that the Employer retains the sole right to determine, in any particular case, whether the matter is sufficiently serious to warrant immediate disciplinary action.

The Employer shall not discipline or dismiss any employee except for just cause.

**19.02.01 Written Reprimand**

The Employer will advise an employee, in writing, that termination of their contract 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 employee will be provided with a reasonable opportunity to correct the problem(s).

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

In cases of discipline specifically related to teaching, the written reprimand will include notice of a mandatory teaching assessment under Article 18.

Where no further disciplinary action against an employee has been taken for twelve (12) credit units or twenty-four (24) months, whichever comes first, all records of discipline shall be removed from the employee's file.

**19.02.02 Dismissal**

Where an employee is dismissed, the employee's contract will be terminated and any ROFR held will be revoked at the discretion of the Employer.

The Employer will provide reasons to the employee in writing, with copies forwarded to Human Resources and the Union.

**19.03 Procedure**

If an employee who has been disciplined wishes to request a reconsideration of the decision, the Union shall contact Human Resources, who shall arrange for a meeting to be held with the Employer's representative, the Union and the employee.

**19.04 Right to Grieve**

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

**ARTICLE 20 – ACADEMIC FREEDOM**

**20.01** Sessional lecturers have the right to academic freedom, that is, the right to examine, to question, to teach, to learn, to investigate, to speculate, to comment, and to criticize without deference to prescribed doctrines, insofar as it is consistent with the achievement of the University's legitimate educational objectives.

**20.02** Notwithstanding the provisions of Article 20.01, the Employer reserves the right to specify the curriculum and assigned teaching materials for a course in order to ensure conformity with course descriptions, to match parallel sections of a course, to meet prerequisites required to other courses, or to meet academic objectives of the academic unit.

## **ARTICLE 21 – TECHNOLOGICAL CHANGE**

### **21.01 Technological Change and Transfer of Work**

From time to time, the University may decide there is a need to deliver a course through another Employer or through another bargaining unit. In some circumstances, this may involve a transfer of work previously performed by the Union, and it may fall within the definition of *technological change* as set out in *The Saskatchewan Employment Act*. If that is the case, the Employer is bound by provisions of *The Saskatchewan Employment Act* to meet with the Union for the purpose of bargaining collectively with respect to a workplace adjustment plan.

In the interest of providing as much advance notice as possible to the Union about any developing situations and to minimize the adverse impact of this type of change on members of the bargaining unit, the parties agree to take the following steps:

1. Colleges will be encouraged to report to the Union-Management Committee future developments or initiatives that might have an impact on members of the bargaining unit. To facilitate this communication, the Dean or designate of the College of Arts and Science will be a member of the Union-Management Committee. In addition, other colleges that employ sessional lecturers will be invited to attend meetings of the Committee or to file reports outlining possible developments that could affect members of the bargaining unit.
2. If it is determined that the situation constitutes technological change as defined in *The Saskatchewan Employment Act*, the parties agree to discuss ways that the impact can be minimized for employees in the bargaining unit. Two areas that should be explored in these cases would be asking the new organization to consider appointments of the existing employees or, where appropriate, looking for alternate appointments in cognate disciplines.
3. Other situations involving a transfer of work out of the bargaining unit shall be discussed at the Union-Management Committee at the request of either party. The purpose of these discussions will be to explore ways to minimize the impact for the members of the bargaining unit who are affected. Where appropriate, the parties agree to look for alternate appointments in cognate disciplines or initiate discussions with the new unit to consider appointments of the existing employees.

## **ARTICLE 22 – NO DISCRIMINATION**

**22.01** The Employer and the Union agree that there shall be no discrimination or harassment with respect to any employee by reasons provided in *The Saskatchewan Human Rights Code* or *The Saskatchewan Employment Act*, nor by reason of gender identity or gender expression; nor by reason of membership or activity in the Union.

## **ARTICLE 23 – RESPECTFUL WORKPLACES**

**23.01** The Employer and the Union do not condone harassment and are committed to a respectful workplace.

### **23.02 Definition of Harassment**

Harassment is defined consistent with *The Saskatchewan Employment Act*.

### **23.03 Procedure**

The University has a discrimination and harassment prevention policy covering all members of the campus community. An employee who believes he or she has been harassed shall have access to the policy and the grievance procedure.

The employee making a complaint may choose to register it under the Employer's policy as well as via the grievance procedure. However, the policy process will proceed first where there will be an objective investigation including the nature and context of the incident(s).

In the event the policy process does not address the complaint to the employee's satisfaction, the complaint is grievable at Step 1. Both parties agree that all proceedings and the results thereof will be dealt with in the strictest confidence.

Employee complaints of harassment by students will be handled in accordance with Council and Senate regulations.

## **ARTICLE 24 – PATENTS**

**24.01** The Employer has no claim in respect of rights in any invention developed without the use of University facilities, support personnel or services and on the employee's own time.

**24.02** Each employee is required to give the Employer notice of any patent application made by the employee together with a statement as to whether, in the employee's opinion, University facilities, personnel or services have been used in the development of the patent.

**24.03** The Employer and employees shall be bound by the terms of the "Memorandum of Agreement" that is currently in use at the University concerning their respective rights in any invention produced by an employee as a consequence of activity that was part of the employee's assigned duties. By mutual agreement, the Union and the Employer may amend the "Memorandum of Agreement" that is currently in use.

**24.04** By mutual agreement, an employee and the Employer may enter into an individual agreement concerning their respective rights in any invention produced by an employee as a consequence of activity that was not part of the employee's assigned duties, according to the "Memorandum of Agreement" presently in use at the University or amended by agreement between the Union and the Employer.

## **ARTICLE 25 – COPYRIGHT**

### **25.01 Copyright Ownership**

The Employer recognizes that the employee is the sole copyright holder of the following:

1. Lectures delivered by the employee;
2. Printed works (books, articles and similar material) written by the employee, except for editorial work that is part of the employee's assigned duties;
3. Artistic works (paintings, sculptures, musical compositions and the like) created by the employee;
4. Computer programs developed by the employee, except for work that is part of the employee's assigned administrative duties;
5. Recorded works (films, videotapes, audio recordings, etc.) created by the employee, except for work that is part of an employee's assigned duties.

### **25.02 Royalties**

An employee is entitled to receive any and all royalties on copyrighted works of which the individual is the exclusive owner. Royalties on copyrighted works that are produced as part of an employee's assigned duties shall be shared half-and-half between the employee and the Employer or by such other arrangements as the Union may approve on behalf of the employee.

**25.03** Any work produced by an employee and copyrighted by the Employer shall be withdrawn from educational or public use at the request of the employee if the individual can demonstrate that the content is in error or outdated, that the quality is unjustifiably poor, or that the work reflects badly on his reputation. No copyrighted



work produced by an employee shall be used by the Employer in a manner not approved by the employee.

## **ARTICLE 26 – OCCUPATIONAL HEALTH AND SAFETY**

### **26.01 Cooperation on Safety**

It is agreed that the Employer, the Union, the employees and all levels of supervision will cooperate fully to promote safe work practices, healthy working conditions and compliance with *The Saskatchewan Employment Act*.

The Union, through the participation of its members in the Joint Occupational Health and Safety Committee(s), will provide input into issues of occupational health and safety and will assist, wherever possible, in the furtherance of safe conditions and practices.

### **26.02 Safety Committee Pay Provisions**

The Occupational Health and Safety Committees shall hold meetings and regular inspections to deal with all unsafe, hazardous or dangerous conditions. Committee representatives shall suffer no loss of pay for attending such meetings or inspections. Minutes of committee meetings and inspection reports shall be provided to the Union.

### **26.03 Safety Measures**

All employees either working with or in close proximity to any hazardous product or dangerous material will be supplied with adequate and sufficient training, education, tools and safety equipment so as not to be exposed to unacceptable risks of the hazardous product or dangerous material. The training, tools and equipment to be used will be determined by a representative of the Department of Health, Safety and Environment in consultation with the relevant Occupational Health and Safety Committee consistent with pertinent legislation and accepted protocols.

### **26.04 Educational and Training Programs**

With the prior consent of the department head or Dean, a Union member of a Health and Safety Committee shall be entitled to time off from work with no loss of pay to attend educational courses and seminars sponsored by government agencies or the University for instruction and upgrading on health and safety matters.

### **26.05 No Disciplinary Action**

No employee shall be disciplined for refusal to work on a job or to operate any equipment which, in the opinion of the employee or any member of the Safety Committee, is unsafe, until an Occupational Health and Safety Officer or an Occupational Health Committee established under *The Saskatchewan Employment Act* has investigated the matter or situation, or until sufficient steps have been taken so that the employee has reasonable grounds for believing that the duty or duties are no longer unusually dangerous.

## **ARTICLE 27 – JURY DUTY**

**27.01** When employees are summoned for jury duty or as court witnesses, they shall not suffer any loss of salary or wages while so serving, except in situations where they are testifying on their own behalf. Remuneration paid to employees by the court must be turned over to the Employer. However, this will not include expenses paid by the court.

## **ARTICLE 28 – LEAVE OF ABSENCE**

### **28.01 Family and Bereavement Leave**

Leave with pay for urgent personal reasons (bereavement, family illness, etc.) shall be granted for short periods of time. Where possible, an employee shall provide notification to the department head or Dean before taking such leave to ensure adequate arrangements during the period of absence.

### **28.02 Planned Absences**

Employees will obtain prior approval from their department heads or Deans for planned absences. If approved, the department head or Dean will determine whether the absence will be with pay or without pay. In the case of planned absences with pay, employees will normally make alternate arrangements to fulfill their assigned duties. These arrangements must be approved by the department head or Dean, or executive director of the Centre for Continuing and Distance Education or their designate.

### **28.03 Sick Leave**

Leave with pay for illness or injury shall be granted for short periods of time when employees are unable to perform assigned duties. If a woman is not able to perform her duties as a result of pregnancy or childbirth, she will be entitled to sick leave in accordance with the provisions of this article. Where possible, an employee shall provide notification to the department head or Dean before taking such leave to ensure adequate arrangements during the period of absence.

In the case of absences of more than a week, employees shall keep their department head or Dean informed, weekly or at some other mutually agreeable interval, of the anticipated date for the resumption of duties. The Dean's office may require a medical certificate if the absence extends for more than one (1) week. Paid sick leave will not extend beyond the last day of the current academic term or the termination date of the employee's current appointment, whichever is earlier. In the event that an employee is absent from duties for more than half of a course, that course will not be counted as part of the teaching required to qualify for the right of first refusal.

For the purpose of accumulating priority points and service points, the parties agree that sessional lecturers may earn both priority points and service points while on paid sick leave. These points, earned on the basis of one (1) priority point and one (1) service

point per six (6) credit unit class, will be tied to the compensation received.

#### **28.04 Maternity/Parental Leave**

Maternity/parental leave without pay shall cover a combined period of up to fifty-two (52) weeks or until the termination of the appointment, whichever is earlier, and may be taken at the employee's discretion before and/or after the birth or adoption of a child.

Under the provisions of Article 14.06, an individual who is absent for maternity/parental purposes may apply for an extension of the maintenance period for the right of first refusal.

An employee on maternity/parental leave who maintains the right of first refusal shall be credited with teaching experience equivalent to the teaching credit accumulated in the same period in the previous year.

##### **28.04.01 Return from Maternity/Parental Leave**

When an employee decides to return from a maternity/parental leave, she shall provide the Employer with at least two weeks' notice.

##### **28.04.02 Parental Leave**

Parental leave is available as defined and provided for in *The Saskatchewan Employment Act*. A parental leave shall not exceed the termination date of the employee's appointment.

### **ARTICLE 29 – DEATH BENEFIT**

**29.01** In the event of the death of an employee during the Regular Session, the Employer shall pay the employee's relict or dependent two (2) months' salary as a death benefit in addition to payment to the estate for that portion of the employee's monthly salary that has elapsed up to and including the date of death. If the death occurs during Spring and Summer Session, the Employer shall pay the balance of the stipend for the course or courses that the employee was teaching at the time of death.

### **ARTICLE 30 – TRAVEL ACCIDENT INSURANCE**

**30.01** The Employer shall maintain travel accident insurance covering employees who are travelling on University business with the authorization of the University. **Members are eligible for \$100,000 for accidental loss of life and provided up to \$200,000 for specified types of injuries while travelling, per the terms and conditions of the policy.**

## **ARTICLE 31 – RECREATIONAL FACILITIES**

**31.01** The Employer agrees that all employees shall have access to the University's physical education facilities for recreational use, subject to the priorities of teaching, research and intramural and intercollegiate sports as established by the College of Kinesiology. Charges to employees will be the same as those charged to other employee groups.

The extent to which employees have access to the University's physical education facilities for recreational use shall be guided by past practice and will not be significantly reduced without agreement between the Employer and the Union unless the College of Kinesiology changes the accessibility of employees, in general.

The Employer agrees that employees are entitled to participate in appropriate fitness and recreation programs sponsored by the College of Kinesiology.

## **ARTICLE 32 – TEMPORARY RELOCATION ASSISTANCE**

**32.01** When agreed to in advance by the Employer, the following temporary relocation assistance will be available to visiting sessional lecturers appointed to teach at Spring and Summer Session:

- (a) Visiting sessional lecturers residing within Saskatchewan may receive assistance equivalent to the return mileage to Saskatoon.
- (b) Visiting sessional lecturers residing outside of Saskatchewan, but within Canada, may receive assistance to a maximum amount equivalent to the return economy airfare to Saskatoon.
- (c) Visiting sessional lecturers residing outside of Canada may receive assistance to a maximum amount equivalent to the return economy airfare from St. John's, Newfoundland to Saskatoon.

Candidates who reside outside of Saskatoon will be advised at the time an offer of appointment is made that they may apply for this assistance.

## **ARTICLE 33 – PROFESSIONAL DEVELOPMENT**

### **33.01 Professional Allowance**

A non-accountable professional allowance will be provided. This will be added to the stipend for the course and paid at the rate outlined in Schedule 'A'.

### 33.02 Teaching Materials

The Employer agrees to provide the necessary resources to sessional lecturers so they may fulfill their teaching duties effectively and with support equivalent to that provided to faculty. 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 office space in which to meet with students;
- Telephone access;
- 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 assistance when necessary.

In addition, sessional lecturers may apply through the Academic Participation/Professional Development Fund for financial assistance to purchase necessary teaching materials that support or enhance delivery of course content.

### 33.03 Academic Participation/Professional Development Fund

The Employer will make available a fund of **\$20,000** per year to enable the academic participation of and to support the professional development of sessional lecturers. Unused portions of the fund will be returned to the fund for reallocation.

Information governing the eligibility and administration of the fund will be available on the Human Resources website and from the Union.

The Sessional Joint Union-Management Committee (SJUMC) will administer the fund in accordance with the established guidelines. The SJUMC will evaluate and make changes to the guidelines as necessary.

### 33.04 Tuition Waiver Fund

The Employer will make available the equivalent of **thirty-six (36)** three (3) credit unit tuition waivers per academic year to help enable educational upgrading for sessional lecturers. The maximum size of waiver available to any applicant in any academic year shall be equivalent to the Canadian student course-based tuition for a six (6) credit unit undergraduate class in Tuition Category 3 which is current at the time the course is taken. **No applicant who has been awarded the maximum waiver in one year can receive an additional waiver in the succeeding year unless one month has lapsed following the start of the application period. Applicants will list their previous awards on their application.**

Unused waivers can be carried over to the fund for reallocation for the next year. The

maximum fund balance will be the equivalent of forty (40) three (3) credit unit waivers.

The Sessional Joint Union-Management Committee (SJUMC) will administer the fund in accordance with the established guidelines. The SJUMC will evaluate and may make changes to the guidelines as necessary. Information governing the eligibility and administration of the fund will be available on the Human Resources website and from the Union.

## **ARTICLE 34 – EMPLOYEE BENEFITS**

### **34.01 Benefit Plan**

**The Employer shall provide a group benefits plan for sessional lecturers.**


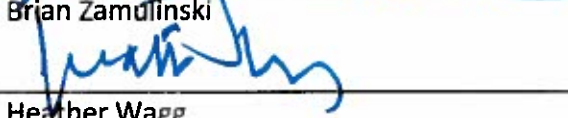
**Effective September 1, 2016, all sessional lecturers will be enrolled in the sessional benefit plan which includes Life, Health and Dental, effective the first date of appointment through the last date of appointment as set out in the letter of offer, unless they are already a member of another university benefit plan.**

**Premiums will be paid by the Employer.**

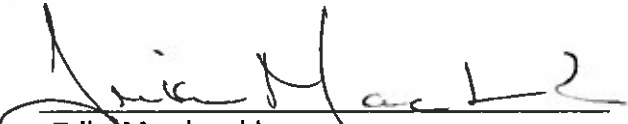
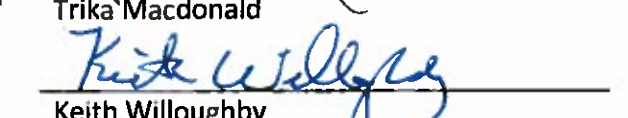


**SIGNING PAGE**

SIGNED this 20<sup>th</sup> day of July, 2016

On behalf of the Canadian Union of Public Employees and its Local 3287 (The Sessional Lecturers' Union)

  
\_\_\_\_\_  
Brian Zamulinski  
  
\_\_\_\_\_  
Heather Wagg  
\_\_\_\_\_  
\_\_\_\_\_

On behalf of the University of Saskatchewan represented by:

  
\_\_\_\_\_  
Trika Macdonald  
  
\_\_\_\_\_  
Keith Willoughby  
  
\_\_\_\_\_  
Kirk Veltikold  
  
\_\_\_\_\_  
Brandy Halter

**SCHEDULE 'A': RATES OF PAY – Effective September 1, 2014 to August 31, 2019**

**1. Sessional Lecturers Stipend**

This schedule represents the basic stipend for a three (3) credit unit course. Courses with more or fewer credit units will be prorated accordingly.

<p><b><u>September 1, 2014:</u></b>      0% adjustment to stipend     \$300.00 signing bonus per three (3) credit unit course</p> <p><b><u>September 1, 2015:</u></b>      1.5% adjustment to stipend</p>							
	<b>Basic Stipend</b>	<b>+</b>	<b>Vacation Pay (4/52)</b>	<b>+</b>	<b>Professional Allowance</b>	<b>=</b>	<b>Total Stipend</b>
<b>LEVEL I</b>							
September 1, 2014	\$6,032.00	+	\$464.00	+	\$110.00	=	\$6,606.00
September 1, 2015	\$6,122.48	+	\$470.96	+	\$110.00	=	\$6,703.44
<b>LEVEL II</b>							
September 1, 2014	\$6,284.57	+	\$483.43	+	\$110.00	=	\$6,878.00
September 1, 2015	\$6,378.84	+	\$490.68	+	\$110.00	=	\$6,979.52
<b>LEVEL III</b>							
September 1, 2014	\$6,537.14	+	\$502.86	+	\$110.00	=	\$7,150.00
September 1, 2015	\$6,635.20	+	\$510.40	+	\$110.00	=	\$7,255.60

<p><b><u>September 1, 2016:</u></b>      1.5% adjustment to stipend     1/52 additional vacation pay – total 5/52     New benefits package as outlined in Article 34</p> <p><b><u>September 1, 2017:</u></b>      1.75% adjustment to stipend</p> <p><b><u>September 1, 2018:</u></b>      2.0% adjustment to stipend</p>							
	<b>Basic Stipend</b>	<b>+</b>	<b>Vacation Pay (5/52)</b>	<b>+</b>	<b>Professional Allowance</b>	<b>=</b>	<b>Total Stipend</b>
<b>LEVEL I</b>							
September 1, 2016	\$6,214.32	+	\$597.53	+	\$110.00	=	\$6,921.85
September 1, 2017	\$6,323.07	+	\$607.99	+	\$110.00	=	\$7,041.06
September 1, 2018	\$6,449.53	+	\$620.15	+	\$110.00	=	\$7,179.68
<b>LEVEL II</b>							
September 1, 2016	\$6,474.52	+	\$622.55	+	\$110.00	=	\$7,207.07
September 1, 2017	\$6,587.83	+	\$633.44	+	\$110.00	=	\$7,331.27
September 1, 2018	\$6,719.59	+	\$646.11	+	\$110.00	=	\$7,475.70
<b>LEVEL III</b>							
September 1, 2016	\$6,734.73	+	\$647.57	+	\$110.00	=	\$7,492.30
September 1, 2017	\$6,852.58	+	\$658.90	+	\$110.00	=	\$7,621.48
September 1, 2018	\$6,989.63	+	\$672.08	+	\$110.00	=	\$7,771.71



- Level I:** Sessional lecturers who have accumulated zero (0) up to five (5) (but not equal to five (5)) service points.
- Level II:** Sessional lecturers who have accumulated five (5) up to ten (10) (but not equal to ten (10)) service points.
- Level III:** Sessional lecturers who have accumulated ten (10) or more service points and retired faculty members appointed as sessional lecturers.
- Each service point represents six (6) credit units of teaching as a sessional lecturer or teaching twelve (12) students as an applied music instructor. (See Service Points – Definitions).
  - Mid-course adjustments will occur if a sessional lecturer reaches the service equivalent to the next level while teaching a six (6) credit unit course.

## 2. Applied Music Instructors

<p><b><u>September 1, 2014:</u></b>      0% adjustment to stipend  <b>\$300.00 signing bonus per three (3) credit unit course</b></p> <p><b><u>September 1, 2015:</u></b>      1.5% adjustment to stipend</p>							
	<b>Weekly Rate of Pay per Student</b>	<b>+</b>	<b>Vacation Pay (4/52)</b>	<b>+</b>	<b>Professional Allowance</b>	<b>=</b>	<b>Total Stipend</b>
<b>LEVEL I</b>							
September 1, 2014	\$62.87	+	\$4.84	+	\$0.71	=	\$68.42
September 1, 2015	\$63.81	+	\$4.91	+	\$0.71	=	\$69.43
<b>LEVEL II</b>							
September 1, 2014	\$65.49	+	\$5.04	+	\$0.71	=	\$71.24
September 1, 2015	\$66.47	+	\$5.11	+	\$0.71	=	\$72.30
<b>LEVEL III</b>							
September 1, 2014	\$68.16	+	\$5.24	+	\$0.71	=	\$74.11
September 1, 2015	\$69.18	+	\$5.32	+	\$0.71	=	\$75.21

**2. Applied Music Instructors (continued)**

<p><b><u>September 1, 2016:</u></b>      1.5% adjustment to stipend  1/52 additional vacation pay – total 5/52  New benefits package as outlined in Article 34</p> <p><b><u>September 1, 2017:</u></b>      1.75% adjustment to stipend</p> <p><b><u>September 1, 2018:</u></b>      2.0% adjustment to stipend</p>							
	<b>Weekly Rate of Pay per Student</b>	<b>+</b>	<b>Vacation Pay (5/52)</b>	<b>+</b>	<b>Professional Allowance</b>	<b>=</b>	<b>Total Stipend</b>
<b>LEVEL I</b>							
September 1, 2016	\$64.77	+	\$6.23	+	\$0.71	=	\$71.71
September 1, 2017	\$65.90	+	\$6.34	+	\$0.71	=	\$72.95
September 1, 2018	\$67.22	+	\$6.46	+	\$0.71	=	\$74.40
<b>LEVEL II</b>							
September 1, 2016	\$67.47	+	\$6.49	+	\$0.71	=	\$74.67
September 1, 2017	\$68.65	+	\$6.60	+	\$0.71	=	\$75.96
September 1, 2018	\$70.02	+	\$6.73	+	\$0.71	=	\$77.47
<b>LEVEL III</b>							
September 1, 2016	\$70.22	+	\$6.75	+	\$0.71	=	\$77.68
September 1, 2017	\$71.45	+	\$6.87	+	\$0.71	=	\$79.03
September 1, 2018	\$72.88	+	\$7.01	+	\$0.71	=	\$80.60

**Level I:**      Sessional lecturers who have accumulated zero (0) up to five (5) (but not equal to five (5)) service points.

**Level II:**      Sessional lecturers who have accumulated five (5) up to ten (10) (but not equal to ten (10)) service points.

**Level III:**      Sessional lecturers who have accumulated ten (10) or more service points and retired faculty members appointed as sessional lecturers.

- Each service point represents six (6) credit units of teaching as a sessional lecturer or teaching twelve (12) students as an applied music instructor.
- Mid-course adjustments will occur if a sessional lecturer reaches the service equivalent to the next level while teaching a six (6) credit unit course.

**3. Non-Accountable Professional Allowance**

The non-accountable professional allowance has been rolled into the salary component effective September 1, 2003.

**4. Travel and Inconvenience Allowance**

Subject to the following conditions, employees required to travel to teach a course will be reimbursed for their travel expenses and will receive an inconvenience allowance:

- a. If an individual resides in Saskatoon and is appointed to teach in a location other than Saskatoon, that individual will be eligible in accordance with past practice.
- b. If an individual resides in a location other than Saskatoon and is appointed to teach either in Saskatoon or outside of Saskatoon, that individual will be eligible when agreed to in advance by the Employer.
- c. In cases where a course taught at an off-campus location requires an individual to travel to that location more than once a week, the allowance shall be fifteen percent (15%) of the prorated sessional lecturer stipend.

Travel expenses will be reimbursed in accordance with the prevailing University policy (4.20.02). Sessional lecturers will be expected to participate in car pools whenever reasonable.

The inconvenience allowance shall amount to an extra ten percent (10%) of the prorated Sessional lecturer stipend if the course location is sixty (60) kilometres or more from the employee's normal residence or an extra fifteen percent (15%) of the prorated stipend if the course location is one-hundred and sixty (160) kilometres or more from the employee's normal residence.

**5. Duties Outside Normal Time Parameters**

Employees who are required to set or grade special deferred or special supplemental exams shall be remunerated on the basis of twenty dollars (\$20.00) per student.

**6. Course Development**

Funding for course development during the terms of this agreement will be provided as follows:

**When, with the approval of the department head or Dean, an employee develops a new course or a new offering for a Special Topics course, the employee will be paid a stipend as determined by the Course Development Stipend Scale below and credited with equivalent teaching credits for the purposes of acquiring the right of first refusal and priority. The stipend and teaching credits may be prorated in the event that more than one person is responsible for the course development.**

**Scale for allocating course development stipend where 1.0 equals one full stipend:**

- 1.0 Full development of a new course to be entered into the calendar as part of a continuing program.**
- 1.0 Full development of a Special Topics Course that will be offered at most a few times and is a new course development not previously offered.**
- 0.5 Extensive re-working of an existing course, determined and approved by the Dean.**

**APPENDIX I**


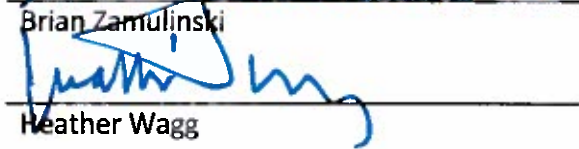
**LETTER OF UNDERSTANDING**

**Participation of Sessional Lecturers in the Academic Decision-Making Process**


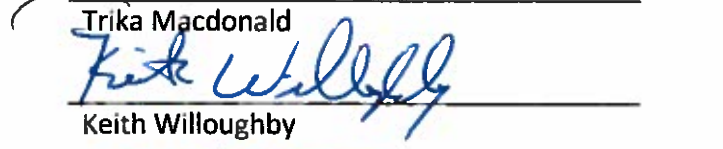


The Employer and the Union acknowledge the important contribution made by sessional lecturers to the teaching activities of the University. It is, therefore, appropriate that mechanisms be provided for the participation of sessional lecturers – to an extent appropriate to their role as part-time teaching staff – in the academic decision-making process.

SIGNED this 20<sup>th</sup> day of July, 2016

On behalf of the Canadian Union of Public Employees and its Local 3287 (The Sessional Lecturers' Union)

  
\_\_\_\_\_  
Brian Zamulinski  
  
\_\_\_\_\_  
Heather Wagg  
\_\_\_\_\_  
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On behalf of the University of Saskatchewan represented by:

  
\_\_\_\_\_  
Trika Macdonald  
  
\_\_\_\_\_  
Keith Willoughby  
  
\_\_\_\_\_  
Kirk Veltikold  
  
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Brandy Halter