

University of Regina

And

CUPE Local 2419Student Academic Assistants

2022 – 2025 Collective Agreement Questions concerning the interpretation or administration of this Collective Agreement should be referred to Human Resources at (306) 585-4163

Please contact your CUPE Local 2419 Executive at:

Ad Hum Building, Room 411.3 Phone: 585-1333 E-mail: cupe2419@uregina.ca

To view the contract on the Web go to: https://ursource.uregina.ca/hr

2022 – 2025 COLLECTIVE AGREEMENT

THIS AGREEMENT MADE IN DUPLICATE BETWEEN THE UNIVERSITY OF REGINA, A BODY CORPORATE,

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 2419 (STUDENT ACADEMIC ASSISTANTS)

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ARTICLE 1 - PREAMBLE

1.1 In consideration of the maintenance of harmonious relationships and settled conditions of employment, and recognizing the mutual value of joint discussions and negotiations on all matters pertaining to working conditions, hours of work and wages and the need for the successful operation of the University as a public institution designated to promote higher education, the parties to this agreement do hereby enter into, ordain, establish and agree to the terms contained in this agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 The management of the University and direction of the work force is vested exclusively in the University except as limited by the terms of this agreement.
- 2.2 The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 3 - NO DISCRIMINATION

- 3.1 There shall be no discrimination with respect to any employee as provided in *The Saskatchewan Human Rights Code* or *The Saskatchewan Employment Act*. The parties agree that there shall be no discrimination practiced with respect to any employee by reason of religion, creed, marital status, family status (parent-child relationship), sex, sexual orientation, disability (mental and physical), age (18 or more), colour, ancestry, nationality, place of origin, race or perceived race, receipt of public assistance; and gender identity.
- 3.2 The University agrees that no student academic employee (from hereon in shall be referred to as employee or academic assistant) shall be subject to discipline or dismissal for refusing to cross a picket line or refusing to handle products or goods of another employer who is involved in a labour

dispute with the employees. However, if such refusal results in the employee not being able to perform the employee's duties, the employee may immediately be taken off payroll until once again able to perform normal duties.

3.3 During a strike, no employee will be required to perform work normally done by those on strike.

ARTICLE 4 - UNION RECOGNITION

- 4.1 The University recognizes the Canadian Union of Public Employees and its Local 2419 as the sole and exclusive collective bargaining agent for all members of the bargaining unit as defined by order of the Saskatchewan Labour Relations Board dated April 18, 1978, or as may be amended from time to time by the said Board or by mutual agreement of the parties to this agreement.
- 4.2 No employee shall be required or permitted to make a written or verbal agreement with the University or its representatives that may conflict with the terms of this collective agreement.
- 4.3 Students will not be permitted to undertake, without remuneration, work normally done in the bargaining unit.

ARTICLE 5 - CHECK OFF OF UNION DUES

- The University shall deduct from the wages due to an employee the union dues, assessments, and initiation fees of the employee for the Canadian Union of Public Employees, Local 2419.
- 5.2 Deductions shall be forwarded to CUPE Local 2419 as soon as possible after being made, accompanied by a list of the employees from whom the deductions are made, the individual amounts of such deductions and total regular wages.

ARTICLE 6 - UNION SECURITY

- 6.1 Every employee who is now or hereafter becomes a member of the union shall maintain membership in the union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty days after the commencement of employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall, as a condition of employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.
- 6.2 Persons who are not in the bargaining unit shall not perform functions that fall under a posted and filled position in the bargaining unit if the performance of such functions would alter any specifications of a posted position and result in the lay-off, displacement or reduction in hours of a member of the bargaining unit. There is no requirement for the University to continue the position past the posted end date nor is there any obligation for the University to repost a position once it has expired.

ARTICLE 7 - NEW EMPLOYEES

- 7.1 The University agrees to acquaint new employees with the fact that a union agreement is in effect and with the conditions of employment concerning union security and dues check-off. When the Union plans to have an orientation seminar for new employees, the University agrees to co-operate with the Union in distributing notices to departments for posting.
- 7.2 If the Union requests it and supplies the necessary forms, the University will provide each new employee with an opportunity to sign a membership card and check-off request, at the time the new employee is completing other forms such as a TD1. The University will forward the completed forms to the Union monthly.

- 7.3 In each semester the University will present, for completion and signature, to all new employees at the time of their appointment name and address forms that have been supplied by the Union. The University will send the completed forms to the Union within one week.
- 7.4 Provided CUPE 2419 supplies the University with sufficient copies, a copy of the collective agreement will be supplied to each employee at the time of the first appointment after a new collective agreement is available.

ARTICLE 8 - UNION-MANAGEMENT RELATIONS

- 8.1 The Union will supply the University with the names of its officers and stewards, and the University will supply, upon request, the names of the supervisory personnel and their functional responsibilities.
- 8.2 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the University. Such representatives or advisors shall have general access to the campus in order to investigate and assist in the settlement of a grievance.
- As soon as possible after a written request by the Union, the University shall provide to the Union reasonable technical information pertaining to the bargaining unit required by the Union such as number of positions in the bargaining unit, job classifications, and wage rates.
- 8.4 The University will provide University space for Union meetings and educational functions, subject to University policy, procedures, and scheduling restrictions.
- 8.5 The University agrees to invite and accept representatives to ad hoc committees on the same basis as other on-campus unions, as deemed appropriate by the University.

- 8.6 The University will provide reasonable access to the internal mail service, including electronic mail, free of charge. The Union will pay the cost of connecting its hardware to the network. The University will permit the Union access to disk space to establish its own home page.
- 8.7 The University will provide the Union with one bulletin board for use in either the Laboratory Building, the Classroom Building, or the Education Building, upon which the Union may post notices and other similar information.
- 8.8 The University will provide the Union with self-contained office space on the main campus.
- 8.9 The University agrees to provide the Union with an alphabetical list of employees in the bargaining unit, indicating address, email, employment location, academic or administrative unit, classification, term of employment, and wage rate.

This information will be supplied, as it exists on September 30 and on January 31 each year, and will be forwarded to the Union in each case within two weeks. Notwithstanding, every effort will be made to supply the list as quickly as possible.

The Union shall maintain the confidentiality of the information provided with the understanding it shall only be used for the purposes in which it was obtained.

8.10 Union-Management Liaison Committee

- 8.10.1 There shall be a Union-management Liaison Committee, whose purpose is to foster better communication between the Union and the University.
- 8.10.2 The Union and the University may each send up to four representatives to any meeting.

- 8.10.3 In the event either party wishes to call a meeting, it shall be held at a mutually agreeable time within two weeks of the request.
- 8.10.4 All items proposed by both parties will be included in the agenda. However, normally items concerning grievances or changes to the collective agreement will not be discussed.
- 8.10.5 Discussion will be informal, and not binding on either party. Those attending may take notes, but there will be no formal minutes.
- 8.11 Upon being hired for a position, all employees shall receive a letter of appointment from the academic unit offering the position. The letter of appointment shall contain the classification, course number, faculty supervisor, and a brief description of duties, hours, and rates of pay.

ARTICLE 9 - CORRESPONDENCE

9.1 All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from Human Resources and the Secretary of the Union or another representative as designated by the Union.

ARTICLE 10 - JOB POSTING AND APPOINTMENTS

10.1 CUPE Local 2419 and the University are committed to achieving a representative workforce. All qualified candidates are encouraged to apply. Diversity group members (Aboriginal, Visible Minorities, Persons with Disabilities, and Women) and are encouraged to self-identify on their applications.

All postings will contain the University's Diversity statement.

10.2 All positions in which it is anticipated there will be 25 or more hours of employment in the semester will be posted for a period of at least seven days and at a reasonable time considering the needs of the position, and of potential applicants.

Appointments to positions in which it is anticipated there will be fewer than 25 hours of work during the semester need not be posted.

Appointments will not be split for the express purpose of avoiding the posting requirement.

Job postings shall provide a brief description of the work; the classification and rate of pay; qualifications required; location of the employment; supervisor (if known); overall time requirements and scheduling of work, if known (if not known precisely, give an estimate); person to whom application is to be made; and any other pertinent information. Qualifications shall not be established in an unreasonable manner nor should revised or upgraded qualifications be deemed necessarily to exclude applicants who previously have performed the work of the position successfully.

10.4 Applications

Postings will be dated with the date they are posted. Applications will be accepted for seven calendar days after the date of the posting. Applications received after this seven-day period need not be considered unless another deadline is explicitly stated in the posting.

10.5 Applications for posted positions may be in writing or electronically as stipulated on the posting. The onus is on the applicant to provide all of the information on which the decision to hire will be based. The application shall indicate, in the case of a multiple job posting, how many positions the applicant wishes to fill as well as information such as the applicant's weighted grade point average, the number of semesters of employment, relevant experience, the classes completed in the discipline and the grades obtained in those relevant classes, overall University classes completed,

- and any other information that may assist in the selection process (e.g. other courses outside of the university, community service, volunteer work or other off-campus employment).
- 10.6 Priority will be given to applicants who maintain status as a full-time student at the University of Regina in the term the position is offered. Full-time is defined by either the Faculty of Graduate Studies & Research (graduate students) or the Academic Calendar (undergraduate students).
- 10.7 Positions shall be filled through appointment on the basis of seniority as defined in Article 14, **required qualifications**, skill and ability, experience, and demonstrated efficiency.
- 10.8 If no applicant has seniority, and in the case where there is equal seniority, the candidate(s) will be selected on the basis of the person(s) best meeting the posted requirements. Should there be candidates with equal merit with respect to seniority and qualifications, priority will be given to those candidates with a higher academic standing in the applicable coursework and then the higher academic standing within the University. Should there still be candidates with equal merit, additional information provided by the candidate will be taken into consideration (such as other courses taken outside of the University of Regina, community work and/or volunteer work that may be applicable).
- 10.9 Notwithstanding this article, both parties acknowledge that the University recognizes the validity of providing financial support through the provision of teaching opportunities and pedagogical experience and, therefore, may commit positions to new fully-qualified graduate students before their arrival.
- 10.10 Holders of Graduate Teaching Fellowship positions may receive other forms of funding, including an award or support from a supervisor, or pay from other employment to a maximum of 12 hours per week. The student employee is responsible for maintaining satisfactory academic and employment standards.