



University of Regina

And

CUPE Local 5791

Research Employees

**2020 – 2023
Collective Agreement**

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

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ARTICLE 1 – DEFINITIONS

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

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

Days – Calendar days unless otherwise specified

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

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

Employer – The University of Regina

Parties – The Employer and the Union

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 – SCOPE

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

ARTICLE 3 – MANAGEMENT

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

ARTICLE 4 – UNION RECOGNITION

4.1 Bargaining Agent

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

4.2 No Other Agreements

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

ARTICLE 5 – UNION SECURITY

5.1 Union Membership

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

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

5.2 Deduction of Union Dues

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

5.3 Statements

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

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

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

5.4 Union Orientation

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

5.5 Dues Receipts

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

5.6 Time off for Union Meetings

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

5.7 Crossing Picket Lines during a Strike

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

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

ARTICLE 6 – JOINT CONSULTATION

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

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

ARTICLE 7 – USE OF EMPLOYER'S PREMISES

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

ARTICLE 8 – POSTING

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

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

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

ARTICLE 9 – HOURS OF WORK

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

ARTICLE 10 – DISCIPLINE AND DISMISSAL

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

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

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

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

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

ARTICLE 11 – GRIEVANCE PROCEDURE

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

11.1.1 Initial Discussion

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

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

11.1.2 Stage 1

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

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

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

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

11.1.3 Stage 2

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

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

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

ARTICLE 12 – ARBITRATION

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