

First Nations University of Canada

(formerly Saskatchewan Indian Federated College)

2018-2022

Collective Agreement



University of Regina Faculty Association

Repre s e nting th

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**First Nations University
2018 - 2022
Collective Agreement**

University of Regina Faculty Association

representing the

First Nations University Academic Staff Members

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ARTICLE 1 – PREAMBLE

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

ARTICLE 2 - ACADEMIC FREEDOM AND RESPONSIBILITIES

2.1 Preamble

The First Nations University of Canada is a unique institution in both philosophy and mandate and, as such, has a distinct responsibility to

fundamental to the advancement of wisdom, and that such freedom is basic to the protection of the rights of the students in learning and the rights of the teacher in teaching.

2.2.2 The parties agree to continue their practice of upholding, protecting, and promoting academic freedom as essential to the pursuit of truth and the fulfilment of the University's objectives. Academic freedom includes:

- the freedom of academic staff members to examine, question, teach, and learn;

-

enjoy freedoms essential to teach, to conduct research and to publish the results thereof, freedom to initiate and to enter into dialogue and discussion in areas of interest and competence, as well as freedom to examine, evaluate, and make critical commentary on matters pertaining to, and subject to, the rigors of academic inquiry.

- 2.2.5 Each academic staff member is entitled to freedom from institutional and political censure in conducting his or her activities relevant to the carrying out of his or her duties as set out in Article–18 Performance of Duties of this agreement.
- 2.2.6 In activities in the community at large, academics may not purport to represent the University unless specifically authorized to do so by the President.
- 2.2.7 The University will endeavour to ensure that time and resources are made available to members of the academic community to contribute to the growth of knowledge and to carry out research needed by the First Nations community.
- 2.2.8 The University will endeavour to provide structural support such as institutional autonomy, permanent employment status, an academic forum, representative peer committees in areas such as academic freedom, rank and promotion, grievances, and ethics.

2.3 Academic Responsibilities

- 2.3.1 All academic staff members shall undertake their duties with due regard to standards and procedures collegially agreed to, the academic requirements of the University community, the reputation of the University community, and the obligation to base research and teaching on an honest search for knowledge.
- 2.3.2 Academic staff members have the duty and the obligation to be respectful to the First Nations communities they serve.
- 2.3.3 Academic staff members have a duty to maintain an ethic of

sensitivity, which must be broadly shared and upheld, when

information about students;

- e) shall give proper recognition to any reliance on the ideas, work, or assistance of students and shall, where appropriate, obtain prior permission for the use of work done or results obtained by students.

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

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

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

2.4

services. Material financial interest includes ownership, substantial stockholding, significant honoraria or consulting fees, but does not include routine stockholding in a large publicly traded company.

2.5 Responsibilities Specific to Academic Staff Members

- 2.5.1 Academic staff members have a responsibility to carry out their duties in accordance with Article 18 - Performance of Duties.
- 2.5.2 Academic staff members have a responsibility to abide by policies and procedures of the University.

ARTICLE 3 – MANAGEMENT RIGHTS

The Parties recognize the right of the employer to plan, coordinate, and direct its resources, assign duties and manage the affairs of the University except as limited by the provisions of this Agreement, applicable legislation and jurisprudence.

**ARTICLE 4 - AFFIRMING DIVERSITY WITHIN A FIRST NATIONS
INSTITUTION**

4.1 The Elders affirm that the Creator gave different forms of culture and expression

5.2 Respectful University Policy

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

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

work sabotage; refusing to work or co-operate with others;
interference with or vandalizing personal property.

5.3.2 Harassment Based on Prohibited Grounds

The Parties agree there shall be no harassment on the basis of any prohibited grounds set forth in The Saskatchewan Human Rights Code

systemic discrimination in the workplace. Systemic discrimination occurs when structural barriers or widespread stereotypes and assumptions bar certain groups of people from full participation in activities covered by

legislation shall be entitled to request representation by the Faculty Association at every stage of the dispute resolution process.

5.7 Reconciliation

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

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

5.8 Expedited Grievance

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

teaching of material with controversial content may not constitute harassment.

5.10.2

ARTICLE 6 – RECOGNITION

6.1 Scope

The University recognizes the Faculty Association, which is a member of the Canadian Association of University Teachers, as the exclusive bargaining agent of the members of the bargaining unit, as defined by the Certificate of the Saskatchewan Labour Relations Board dated at Regina, Saskatchewan, on the eighteenth day of December A.D. 1990, as may be amended from time to time by the said Board or by mutual agreement of the parties to this agreement.

The University hereby agrees to negotiate with the Faculty Association any and all matters pertaining to working conditions, hours of work, classification, scale of wages, benefits, and any other matters mutually agreed to.

6.2 Contracting Out

While fully recognizing the spirit and the provisions of Articles–7 Academic Planning, 14 Appointments, 15- Appointment Categories, and 16 – Nature of Appointments, the University may enter into an agreement with a corporation, organization, or agency for the teaching of credit classes, on a temporary basis, where such services are not available through the normal procedure of hiring individuals personally.

The University will inform the Faculty Association of all contracting out arrangements at least one week prior to the first day of classes of each semester, except in unusuae2mo40.4(0.4(ba)7.9(s)-2.6(i)5.1.1.1.1.1)11.BT /6..8(he10

Arrangements to contract out to a corporation, organization, or agency for the teaching of credit classes are subject to approval by the Faculty Association. The Faculty Association will normally approve all contracting out arrangements which have been approved on three previous occasions. In all cases the approval shall not be unreasonably withheld. In making its decision the Faculty Association may take into account the decisions of academic departments of the University.

- 6.3 The University may contract with persons for teaching of credit classes on a Sessional Lecturer basis.
- 6.4 The University may arrange or facilitate for the secondment of an employee from or to another place of employment, with the approval of the Faculty Association. Such approval shall not be unreasonably withheld.

ARTICLE 7- ACADEMIC PLANNING

7.1 The University and the Faculty Association recognize the importance of the

- 7.4 Any policies and procedures developed by the University shall be fair, transparent, and consistent with the terms of the collective agreement. The University shall consult with academic staff members of changes to policies, or new policies affecting them and shall inform the Faculty Association of changes to policies, or new policies.

Academic staff members shall not be censored or disciplined by the University for criticizing University decisions or policies. This stipulation does not override academic staff members' responsibilities as defined in Article 2.3. When offering criticism, academic staff are still expected to comply with University policies.

- 7.5 Within the context of the planning process, recommendations and decisions regarding the academic offerings of the University will be made by bodies charged with the following responsibilities:

7.8 Retraining

The University may identify a need and may offer an academic staff member leave of absence for retraining with full pay and benefits for up to eighteen

another. In such event the University agrees to give to the academic staff member(s) affected, and the Faculty Association, reasonable notice of no less than six (6) months, unless mutually agreed otherwise, of the proposed transfer to another campus, and the University agrees to reimburse transferred academic staff members the reasonable expenses of moving and relocation expenses mutually agreed upon, in accordance with University policy. The member has the right to be accompanied by a member of the Faculty Association to all discussions with respect to the transfer. The final version of the proposed transfer agreement, including moving and relocation costs will be provided in writing by the University, to the member prior to the member accepting the transfer.

ARTICLE 8 – JOINT INTERNAL RELATIONS COMMITTEE

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

ARTICLE 9 - MEMBERSHIP AND DUES CHECKOFF

9.1 Union Security

- 9.1.1 Every employee who is now or later becomes a member of the union shall maintain membership in the union as a condition of the employee's employment.
- 9.1.2 Every new employee shall, within 30 days after the commencement of the employee's employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of the employee's employment.
- 9.1.3 Notwithstanding paragraphs 9.1.1 and 9.1.2, any employee in the bargaining unit who is not required to maintain membership or apply

Resources.

- 9.5 The University shall forward by the 10th day of the following month, a cheque to the Faculty Association representing the amounts so deducted

**ARTICLE 10 - MEMBERS OF THE ACADEMIC STAFF EXCLUDED
FROM THE BARGAINING UNIT**

- 10.1 An academic staff member who is appointed to a position excluded from the Faculty Association shall cease membership and discontinue paying dues for the duration of the appointment provided the appointment is for more than thirty-one calendar days. At the termination of the appointment to an excluded position, the academic staff member shall automatically become eligible for Faculty Association membership, shall commence paying dues, and shall have all rights and privileges as if membership had been continuously held throughout the period of appointment to the excluded position.

**ARTICLE 11 - FACULTY ASSOCIATION ACTIVITY AND USE OF
UNIVERSITY PREMISES**

Additionally, it is recognized that, from time to time, academic staff

12.2 The University will provide to the Faculty Association, by the 10th of each month, an update to the material for the previous month, indicating any additions, deletions and changes (referred to as a change report). The University will copy the Association on any correspondence that affects salary (e.g. short term disability letters, temporary assignment of duties, etc.)

12.3 **Information for Collective Bargaining and Contract Administration**

For the purposes of collective bargaining and contract administration, the University and the Faculty Association agree to make available to the other party upon written request, and within a reasonable time thereafter, information which is mutually agreed to be required. This shall not be construed as to require either party to compile information and statistics in the form required if such data are not already compiled in the form requested, or to supply any confidential information.

ARTICLE 13 - CORRESPONDENCE

- 13.1 A copy of each and every piece of correspondence passing between the Faculty Association and the University shall be sent to the Supervisor of Human Resources of the University and the Chair of the Faculty Association.

All written correspondence between the Faculty Association and the University shall be copied to Human Resources and the Faculty Association. In the case of electronic communications, all correspondence shall be copied (cc) to humanresources@fnuniv.ca and urfa@uregina.ca.

- 13.2 The Faculty Association shall notify the University as soon as possible of any changes in the composition of any committees appointed by the Faculty Association.

13.3 **Official File**

There is only one official file for each academic staff member and it shall be located in Human Resources. The University is responsible for ensuring that the file in Human Resources has all of the relevant data. In particular, material in the academic unit used in connection with the renewal of probation, tenure, promotion or salary review shall be placed in the file at the

Association. The member may be required to produce photo ID.

Upon written request to Human Resources, and at their own expense, academic staff members may obtain copies of the documents contained in the official file.

Any information in the official file pertaining to a grievance in which the academic staff member is directly involved shall be made available to the Chair of the Faculty Association or designate.

A letter of reprimand and all associated documents shall be removed from the file upon written request from the academic staff member after a period of two years, provided there has been no documented disciplinary action in the interim. Notwithstanding the above, upon written request by a member to

ARTICLE 14 – APPOINTMENTS

- 14.1 As an institution the University has a commitment not only to the development of First Nations and their communities but also to the development of First Nations peoples as professional educators. Under that mandate the recruitment and nurturing of First Nations academics is a goal of the University. This does not eliminate the need for recruitment of non-First Nations staff, but allows for special attention to be given to the selection of First Nations individuals to positions in this bargaining unit.
- 14.2 All academic staff appointments shall be made by the President after consideration of recommendations presented by the Vice-President (Academic). Such recommendations shall be made only after Consultation in Committee with the appropriate Department or equivalent unit.
- 14.3 Elders shall be involved in the recruiting and hiring process.
- 14.4 The Vice-President (Academic) shall, in consultation in committee with the academic department, establish procedures to enable academic staff members within the department to participate fully in the process of recruitment, and selection. Articles 4 – Affirming Diversity and 5 – Respectful University will apply in such procedures.

A review of appointment procedures may be initiated either at the request of the Vice-President (Academic), or by a departmental motion to that effect. Members of the department and the Faculty Association shall be informed of any changes to established procedures. The Vice-President (Academic) will maintain copies of these procedures.

- 14.5 Any written recommendations and statements by academic staff members of the Department with respect to the proposed academic appointment shall be appended to the recommendation(s) forwarded by the Vice-President (Academic) to the President.
- 14.6 All academic staff positions in this bargaining unit will be advertised and such advertisements will adhere to the University's appointment procedures

as outlined in Article 14.4. Such advertisements shall be forwarded to the Faculty Association.

14.7 In the event that the President does not support the recommendation(s) of the

ARTICLE 15 - APPOINTMENT CATEGORIES AND COMPENSATION

15.1 Ranks

15.1.1 Faculty

Every appointment to the faculty is made at one of the following ranks:

Professor;
Associate Professor;

Indigenous Traditional Knowledge Keeper – indicating a person who holds academic rank with the University, and is also recognized by the FNUniv Elder’s Council as an Indigenous Traditional Knowledge Keeper.

Research - indicating a person whose work is supported by funds from an external source.

Visiting - indicating a person who holds a position at another institution and who is appointed for a temporary term at the University.

Special - indicating a term appointment exclusively associated with particular non-recurring programs/courses or situations including the replacement of a member of faculty who is on leave.

Adjunct - indicating a person who holds academic rank with the University, but may or may not be called upon to teach.

15.1.4.1 Benefits to individuals in the above categories are specified in the individual's contract and not in the Collective Agreement.

15.1.4.2 The total number of such appointments shall not

actions arising pursuant to Articles ~~7~~ Academic Planning and 29 –
Financial Exigency.

15.3 Compensation

All academic staff members will be compensated in accordance with
Appendix B.

ARTICLE 16 - NATURE OF APPOINTMENTS

The parties agree that full-time academic staff benefit students and enhance the academic reputation of the University. The University will plan its employment practices, as it is financially able to do so, in accordance with this view.

16.1 The University will appoint academic staff members in one of the following categories in accordance with procedures set forth in Article–15 Appointment Categories.

16.1.1 Full-Time Appointment

A full-time appointment is one in which the academic staff member is working full-time on a year-round basis. No full-time academic staff member will be required to accept less than a full-time appointment.

16.1.2 Part-Time Appointment

A part-time appointment is a full-time appointment in which the academic staff member is required to work on less than a year-round basis (e.g. appointed to work on a regular basis from July 1 December 3rd).

16.1.3 Reduced Appointment

A reduced appointment is one in which the academic staff member's assigned duties, by mutual agreement between the member and the University, requires less than full-time employment. However, the member is normally appointed for a period of an academic year. A reduced appointment is made in each of the following situations: a member may elect to transfer from a permanent full-time to a permanent reduced appointment, or a new academic staff member may be appointed to a reduced position (e.g. appointed ~~July~~ ^{July} the 30th, but works half-days or half-weeks).

16.1.4 Academic staff members on less than full-time appointments shall not be required to accept additional duties outside of the terms stipulated in the appointment. However, if it is mutually agreed that such members assume additional duties, the Vice-President

- when the recruiting procedure takes longer than normal;
- when the candidate's availability limits the appointment;
- when the appointment is a contingent appointment as specified in Article 16.2.1.8.

16.2.1.2 The University will endeavour to make term appointments (including subsequent appointments) as soon as possible after the need for the appointment becomes apparent.

16.2.1.3 Subject to the terms of the Federation Agreement between the University and the University of Regina, appointments shall be made at the academic rank appropriate to the appointee's qualifications based on the criteria developed within the appropriate University Department in consultation with the Vice-President (Academic).

16.2.1.4 An individual other than a visiting, emeritus, special, adjunct appointee or a Sessional Lecturer may hold a term appointment, or appointments, for any portion of the academic year for a total of five consecutive years only, unless mutual agreement to extend is provided by the Faculty Association

16.2.1.5 At the request of the member, time spent in a term appointment shall be counted as full-time service for the purposes of the 2019-2020 Collective Agreement, Article 6.7(i).

16.2.1.7 Exceptions may be made to the normal procedures outlined in this article (16.2.1) with the prior agreement of the Faculty Association.

16.2.1.8 Contingent

When the University receives monies on a non-permanent basis, the President may grant an academic staff member an appointment contingent on those funds. The letter of appointment shall specify the funds upon which the appointment is contingent.

The academic staff member shall be advised of any change in the source of funds upon which the appointment is contingent. Where appropriate a contingent appointment shall be for a term equal to the term of available funds upon which the appointment is contingent. A contingent appointment shall be subject to the provisions of Article 16.2.1.

16.2.2 Tenure-Track (towards Tenured Appointment)

The appointment is probationary for a period of one year except when the appointment does not follow the academic year (July 1 to June 30). These appointments will normally be for up to two years, or a specified portion thereof in excess of twelve months. Probationary appointments may be renewed but no individual may serve more than five consecutive years in a probationary capacity.

Not less than three months prior to the expiration of any probationary year, the University shall inform the academic staff member of the member's employment status following the end of that probationary year. The University shall make every effort to notify the member as soon as possible.

When an academic staff member has a leave for an entire academic year, the period on leave does not count as part of the five-year maximum probationary period.

Under special circumstances, such as when the academic staff

member has had a leave or leaves each of which are less than an

computed as if the member were permanent on a full-time basis. All relevant salary adjustments shall be applied to the base salary rate. The "actual salary" to be paid to the member shall be prorated from the base salary rate in direct relation to the approved reduction in duties for the reduced appointment.

16.2.4.3 The academic staff member shall be eligible for promotion and other provisions of this collective agreement.

16.2.4.4 The member may return to full-time duties within the first twenty-four months following the effective starting date of the academic staff member's first reduced appointment, provided that the member gives six months' notice in writing to the Vice-President (Academic) and the appropriate Associate Dean of the member's intention to do so.

Following this twenty-four month period a member on reduced appointment may not return to full-time duties or change the percentage reduction in duties unless approved by the University.

16.2.4.5 Vacation entitlement shall be as stipulated in this collective agreement and shall be earned on a prorated basis.

16.2.4.6 Regular Reduced Appointment

The academic staff member shall continue to participate in the University's pension plan on a prorated basis.

The pension contribution costs for the portion between the actual salary and the base salary shall be shared equally by the academic staff member and the University unless there is a prior agreement to do otherwise.

Notwithstanding the above, if such an academic staff member agrees in writing to take early retirement within two years of commencing the reduced appointment, the University shall pay the full cost of the pension contribution for the portion between the actual salary and the base salary; or compensate the employee with salary if the University is prohibited from making such payments.

16.2.4.8 The contributions and coverage for other benefit plans shall be based on the terms of the plans themselves and the academic staff member's actual salary.

16.3 Appointment Offer and Acceptance

Each academic staff member engaged by the University shall be sent a letter offering appointment, setting forth the conditions of the appointment. The letter offering appointment shall indicate the URL (uniform resource locator) for the Faculty Association Website. In order to accept an appointment the

ARTICLE 17 – ADMINISTRATIVE APPOINTMENTS

17.1 Associate Deans

An Associate Deans appointed in writing by the President upon the recommendation of the Vice-President (Academic), who shall have convened a selection committee consisting of URFA members on Academic Council. An Elder will be invited to be present. Appointments may be regular or acting. When making an appointment, factors to be taken into consideration may include but not be limited to academic excellence, academic leadership, administrative competence, and the particular needs of the University.

17.1.1 Appointment

17.1.1.1 Regular Appointment

A regular appointment is made for a term of up to three years.

When a regular appointment is to be made, the Vice-President (Academic) shall first consult with the selection committee as established in Article 17.1. Such procedures shall include a requirement for the Vice-President (Academic) to invite the selection committee members to a consultation, and for a secret ballot on the candidate(s) if necessary. In the event that the Vice-President (Academic) does not support the recommendation(s) of the selection committee, they shall meet and attempt to resolve the disagreement in a timely manner. If such a resolution is not possible, the Vice-President (Academic) shall present the rationale for his or her decision to the selection committee and the Academic Council in writing. The decision and rationale will be discussed by the Vice President (Academic), in Consultation in Committee, in order to determine how to proceed with the search.

17.1.1.2 Acting Appointment

When a vacancy exists, either because there is no incumbent or because the incumbent is temporarily absent, the Vice-President (Academic) will meet with Academic Council to discuss the appointment. Acting appointments will not be for more than 12 months.

17.1.1.3 Renewals and Extensions

When circumstances arise in which the term of an Associate Dean may be renewed or extended, the Vice President (Academic) will convene a meeting of Academic Council (except the incumbent) to discuss this possibility. A secret ballot will be provided to

In case of absence from the campus, the Associate Dean must make prior arrangements with the Vice-President (Academic) or appropriate designate, for the absence and for the completion of duties.

17.1.4 Stipends

An Associate Dean shall receive, in addition to their regular academic salary, an administrative stipend as provided in Appendix B.

An academic staff member appointed acting Associate Dean for a

ARTICLE 18 - PERFORMANCE OF DUTIES

Academic Staff Members

18.1 Faculty

18.1.1 The duties of a faculty member shall include some, or all of:

- a) teaching and related duties;
- b) scholarship, research or equivalent professional activities;
- c) administrative duties;
- d) public service, especially to First Nations communities;
- e) working with Indigenous Traditional knowledge.

Duties may vary between individuals, or between academic units. Teaching duties are assigned by the Associate Dean following consultation with the program in committee.

No faculty member shall be expected to carry out duties, balanced over a reasonable period of time, which are unreasonably in excess of those applicable to faculty members, within the program or equivalent unit to which the member belongs. The Vice-President (Academic) shall ensure that the system for assignment of duties results in a fair and equitable distribution of duties among faculty members.

Over a reasonable time, variations in the normal array of duties of a faculty member in a program or equivalent unit may occur. Such variations shall be fair and shall not exceed or be less than what, in total, would be considered a normal workload within that or equivalent unit.

18.1.3 In lieu of classroom teaching duties, other duties and services shall be counted in the determination of the full-time load of individual faculty members and shall be set forth in each department's specific criteria document. In departments where a new Criteria Document has not been

work place for specified periods of time.

Duties and hours of work are to be as assigned by the Head Librarian or

employment at the University in the ranks of Professor, Associate

remuneration as a research grant. Other remuneration which the member may receive during the sabbatical, including funds provided by governments in accordance with First Nations treaty rights to education, is limited to an amount which brings the total to one hundred per cent of normal salary, exclusive of grants for research purposes and monies obtained for authorized outside professional activities, plus travel and related expenses for the member (unless claimed as part of the sabbatical grant defined above), spouse and dependent children. The University may

normally may not be cancelled or deferred.

It is the responsibility of the member to notify the Vice-President (Academic) of any changes in plans, and to consult with the Vice-President (Academic) about revised plans, in order to use the sabbatical for professional development and productive scholarship.

18.4.9 Report: The academic staff member must prepare and forward to the Vice-President (Academic), within three months of returning, a written account of the member's scholastic and professional activities during the sabbatical. The result of the member's research shall be disseminated in an appropriate form within the University.

18.4.10 Return to Staff: The academic staff member shall return to the staff of the University for a period of at least six months following the sabbatical, or the University may require the member to reimburse the University for

not be taken by any academic staff members, however, until their

- April 15th Vice-President (Academic) shall invite members to request a meeting.
- May 15^h Academic staff member notified in writing of decisions by Vice-President (Academic).
- June 15^h Deadline for appeals to be submitted to Faculty Association.
- July 1st All positive career decisions take effect.
- July 31st Written recommendations from Appeals Committee to President, Vice-President (Academic) and Faculty Association.
- September 15th President shall put their decision in writing.
- September 30th Deadline for arbitration request in event of a negative decision by President.
- November 30th Arbitration Board shall render its written decision.

Following a decision by an Arbitration Board that employment of an academic staff member is to be terminated, the date of such termination will be at the end of the semester following the date of the decision.

19.2.1 Review Process

General Provisions

- 19.2.1.1 The initial evaluation shall be made in accordance with procedures established by the criteria document of the department or equivalent unit, or the general criteria as outlined in Article 19.3, and entered on the Performance Review form over the signature of the initial reviewer. The initial reviewer is normally the Associate Dean, Academic.

The initial evaluation shall be communicated in writing to the academic staff member no later than February 15. The academic staff member shall sign the form indicating the member has read the document. Signature does not necessarily imply agreement.

The recommendation shall be discussed by the initial reviewer with the academic staff member.

Clarifying information may be added by the academic staff member within one week. This additional information shall be attached to the form prior to forwarding it for review by the Academic Performance Review Committee.

19.2tc1C

When all written statements from the first and second stages of the review have been included on or appended to the performance review form, the Vice-President

19.2.1.4 Only after all the steps outlined above have been

Information Form which they shall complete and submit to their Associate Dean, Academic or designate on or before December 15th of each year. Academic Staff members will complete the forms using information from the appropriate academic year. No review will be conducted on a member who does not submit a completed Annual Information Form by December 15th and no career growth increment or any other career advancement will be awarded, with the exception of those academic staff members on sabbatical, secondment or leave, and those academic staff members with tenured appointments, who are reviewed in accordance with article 19.10.4.

19.2.3 Reviews

19.2.3.1 Types of Reviews

Career growth increments (Article 19.10.1)

Annual Reviews for renewal of tenure track (Article 19.10.2)

Reviews for tenure (Article 19.10.3)

19.2.3. Ethics and Responsibilities

The parties to this agreement recognize that the performance review process depends upon honesty and fairness. All persons involved in this process must undertake their roles seriously and with integrity, ensuring that statements, both verbal and written,

President (Academic) shall inform faculty members of such decisions in accordance with the dates specified in Article 19.

19.3 Criteria

The criteria to be considered with respect to career development shall include some or all of: Teaching Effectiveness, Scholarship, Research and Professional Activities, Service to the University and the University of Regina, Service to First Nations Communities, and Working with Indigenous Traditional Knowledge. No priority is intended in the examples listed below under each criterion. They are not intended to constitute an exhaustive list of the kinds of evidence which may be weighed, but rather to define the criteria by illustration and example.

19.3.1 Teaching Effectiveness

Reviews of performance in relation to this criterion will include reference to factors such as the following, which are presented as examples only:

- knowledge of customs, philosophical traditions, behavioural norms and ceremonial etiquette

19.3.4 **Service to First Nations Communities**

Reviews of performance in relation to this criterion will include reference to factors such as the following, which are presented as examples only:

- service on local, provincial or national committees or associations of a professional (but not necessarily discipline-related) nature
- voluntary public service activities which reflect credit on the profession and the University

teachers, as providers of service to First Nations communities, and in many disciplines as scholars. Academic staff will not be evaluated on their personal relationships with Elders, i.e., attending ceremonies,

effectiveness and may only be used as part of a more comprehensive teaching evaluation system which may include other measures of student impact, peer evaluation, and reflective thought from the member. Such system, if developed, shall be created in consultation with the academic

opportunities for improving the member's performance have been exhausted. All

the member, an Arbitration Board may not make career decisions

- 19.8.1.1 specify the name, rank, program and faculty or equivalent academic unit of the appellant;
- 19.8.1.2 specify the decision which is being appealed;
- 19.8.1.3 specify the grounds on which the appeal is based;
- 19.8.1.4 specify what remedy, or remedies, the appellant believes to be sufficient to correct the alleged violation;
- 19.8.1.5 be signed and dated by the appellant.

The Faculty Association shall forward, in a timely manner, to the Supervisor of Human Resources, with a copy to the Vice-President

19.8.4 Notice of Hearing

The Chair of the Appeals Committee shall notify each appellant in writing of the date, time and place for the appeal to be heard. In addition, the Chair shall inform the appellant in writing of the general

The hearing is first addressed by the appellant. The appellant shall be entitled to provide, through documentation or testimony, all evidence which the academic staff member deems relevant to the appeal and which was available to the Vice-President (Academic) when the decision being appealed was made. This evidence should address the grounds for the appeal, as provided for in Article 19.7.4.

The hearing is then addressed by the respondent, i.e., the Vice-President (Academic), who defends the prior decision. It is the responsibility of the Vice-President (Academic) to provide, through documentation or testimony, the evidence relevant to the decision.

After the Vice-President (Academic) has presented the case, the appellant shall have the right of rebuttal (that is, not introducing new material but responding to the case made by the Vice-President (Academic)).

Questions may not be directed by one party to the other party, i.e., between appellant on the one hand and the Vice-President (Academic) on the other. However, members of the Appeals Committee may direct questions to anyone presenting a case or appearing as a witness.

A brief written summary of the appellant's and Vice-President (Academic)'s presentations may be provided to the Committee.

19.8.6 Records

The Chair is responsible for the preparation of all recording of the hearings and shall retain such recording for a period of one year and shall then destroy it. If a matter being dealt with by the Appeals Committee goes to arbitration, either the University or the Faculty Association may require a transcription to be prepared of part or all of the recording. The party requesting the transcript shall pay the cost of its preparation and shall provide a copy to the other party.

After careful consideration, the Committee shall render by July 31 a recommendation to the President concerning the disposition of the Appeal based on fair and uniform application of the terms and conditions of Articles 18 – Performance of Duties and 19 of the collective agreement.

19.8.7 Decision of the Appeals Committee

At the conclusion of the Appeals Committee's deliberations, the Chair shall convey its recommendations, together with a brief statement of the principal reasons for the recommendations, in writing, to the President with a copy to the Faculty Association by the July 31st deadline.

19.8.8 President's Action

Upon receipt of the report, the President shall accept or reject the recommendation for each action concerning each appellant and shall communicate in writing to the appellant any action taken as a result of such recommendation, with a copy to the Faculty Association by September 15

19.9 Arbitration

19.9.1 Arbitration Regarding Action by the President following Appeals Committee Recommendation

By September 30 the appellant and the Faculty Association may submit any decision of the President, following the appeal procedure, directly to the arbitration process outlined in 23.6, according to the terms stipulated in that article, except for the following:

19.9.1.1 Composition of the Board

The members shall hold, or have held, academic rank with tenure, and the Chair shall be selected by lot from an agreed upon list of qualified persons.

19.9.1.2 **Report of Arbitration Board**

Decisions of an Arbitration Board which culminate the appeal procedures shall apply only to the dispute at hand, and shall not be considered as precedents for any future decision and actions, including future Boards of Arbitration.

19.9.1.3 Decisions of the Arbitration Board shall be communicated in writing by November 30th to the academic staff member the President and the Faculty Association. The President shall implement the decisions of the Arbitration Board. A decision

Academic staff members holding appointments with tenure shall be provided with a career growth increment on July 1st following any year in which they are not reviewed. The provision of this career growth increment is an expectation of career growth and may not be revoked by a subsequent review. However, academic staff members with tenure will submit an Annual Information Form annually in order to ensure information is available to the Vice President, Academic to evaluate academic staff in accordance with Article 19.4.

19.10.1. Documents

The awarding of annual career growth increments shall be based on the following documentation:

- a) The Annual Information Form, which is to be completed by the academic staff member no later than December 15th;
- b) The Performance Review Form, which is to be completed by the initial reviewer (Associate Dean, Academic) no later than January 31st, and then by the Vice-President (Academic);
- c) However, if the initial reviewer makes a negative

By May 15^h, the Vice-President (Academic) shall communicate in writing to every academic staff member

19.10.2.2 Documents

The annual review for academic staff members with tenure-track appointments shall be based on the following documentation:

- a) the Annual Information Form, which is to be completed by the academic staff member no later than December 15th;
- b) the Performance Review Form, which is to be completed by the initial reviewer (Associate Dean) no later than January 31st, and then by the Academic Performance Review Committee, no later than March 31st, and the Vice-President (Academic), no later than Mayth,15
- c) material in the academic staff member's official file, which is appropriate to the period under review;
- d) documents and other works, which are relevant to the duties of the member;

a tenure-track appointment whether their appointment will be renewed for a further year. The letter shall contain the Vice-President (Academic)'s assessment of the candidate's performance, areas that may need improvement, and ways by which performance could be improved.

19.10.3 Review for Tenure

November 30; however, he or she must be reviewed for tenure before the end of the fifth year, in the tenure-track appointment subject to the provisions of Article 16.2.1.5.

19.10.3.3 **Documents**

A formal review for tenure shall assess the academic staff member's career, with special emphasis on the period since the member's first appointment at the University. The review shall be based on the following documentation:

- a) the Annual Information Form, which is to be completed by the academic staff member no later than December 15th;
- b) an up-to-date Curriculum Vitae in which the academic staff member highlights their accomplishments since commencing employment at the University;
- c) the Performance Review Form, which is to be completed by the initial reviewer (Associate Dean) no later than January 31st, and then by the Academic Performance Review Committee, no later than March 31st, and the Vice-President (Academic), no later than May 15th;

19.10.4.3 **Documentation**

This review shall be based on the following documentation:

- a) the Information Form, which is to be completed by the academic staff member no later than December 15
- b) the Annual Information Forms submitted each year since

By May 15^h, the Vice-President (Academic) shall

19.10.6.1 **Criteria**

19.10.6.1.1 **Assistant Professor**

Members applying for the rank of Assistant Professor must demonstrate the following:

- a) normally, the member must have an earned graduate degree from a recognized university; however, an outstanding member with an equivalent combination of academic training, teaching and research experience may be considered;
- b) consistently high achievement in one of the criteria set out in Article 19.3;
- c) sustained effectiveness in the remainder of the criteria set out in Article 19.3.

19.10.6.1.2 **Associate Professor**

The rank of Associate Professor is recognized as confirming that its holder has displayed all the qualities required in a university context in regard to teaching, service, and scholarly activities. For promotion to this rank the faculty member will normally have an earned doctoral or other terminal degree.

b) excellence in at least two of the criteria areas

19.10.6.2 **Eligibility**

Every academic staff member with a tenure-track or tenured

later than March 31st, and the Vice-President (Academic), no later than May 15th;

- d) material in the academic staff member's official file, which is appropriate to the period under review;
- e) documents and other works, which are relevant to the duties of the academic staff member;
- f) student course/instructor evaluations, which are provided for in accordance with Article 19.3.8;

19.10.7 **Reviewing Members who are on Sabbatical, Secondment, or Leave**

19.10.7.1 **Eligibility**

A review shall not be initiated for an academic staff member who is on sabbatical, secondment or leave except under unusual circumstances. When a review for a member on sabbatical, secondment, or leave is deemed to be desirable, the Vice-President (Academic) shall initiate the review by notifying the member and the Faculty Association, in writing, of the unusual circumstances that appeared to the Vice-President (Academic) to warrant such a review. If such a review is to be undertaken, the member shall receive the notice prior to July ⁹. In such event, the University shall reimburse the member ~~any~~ reasonable costs of attending such a review.

19.10.7.2 **Annual Information Form and Career Growth Increment** Academic staff members who are on sabbatical, secondment,

Notwithstanding the foregoing, an academic staff member on sabbatical, secondment or leave may initiate a review by notifying the Vice-President (Academic) in writing, such notice to be received by the Vice-President (Academic) on or before Novemberth30

19.11 Career Mentorship

Career mentorship is a purely formative process focusing on growth and success that supports academic staff members in the development of the research, teaching, and service components of their careers. The intent of career mentorship is to support academic staff members in achieving their academic and career goals. There is a maximum of three (3) members at a given time per mentor. No records emanating from career mentorship meetings shall become part of the member's official file

19.11.1 Tenure-track Members

The VP Academic or an appropriate designate shall meet with new members within six months of the member's appointment, and subsequently, as appropriate. The purpose of these meetings shall be to hold a formative discussion regarding performance of duties, to inform the member of the due processes and conditions set out in the Collective Agreement and Criteria Documents for performance review and career decisions, and to provide advice. The VP Academic or the appropriate designate shall also meet yearly with tenure-track academic staff members to provide mentoring. The purpose of the meeting is to recognize achievements of the member, review the member's performance, and provide feedback on the member's progress towards promotion and/or tenure. The Associate Dean or designate may also be present at this meeting. The academic staff member has the right to be accompanied by a departmental colleague or Association representative.

ARTICLE 20 - WORKING ENVIRONMENT

20.1 Academic staff members shall not be put under surveillance except when a temporary camera installation is required specifically to capture inappropriate, unlawful behavior and / or situations of danger and threats to the University community. This includes non-electronic surveillance, electronic eavesdropping or video cameras, and any kind of computer surveillance or other devices.

The parties recognize that the safety of employees, staff, students and the general public may require the installation of video cameras, audio recorders or other monitoring devices in public access areas of the campus such as parking lots, walkways, building entrances, exits and hallways. Notice of the presence of video surveillance systems will be posted.

Before posted surveillance devices are installed, the University will notify the Faculty Association of their location.

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

The University shall release personal information from an academic staff member's files to a third party only as required for legitimate administrative needs, as provided by law, as permitted by this Agreement, or with the prior consent of the member.

20.3 So that academic staff members can effectively carry out their duties, the University shall maintain facilities and a reasonable level of services appropriate to the institution's teaching, research, and related activities.

The University will make every effort to provide full-time academic staff

ARTICLE 21 - TERMINATION OF EMPLOYMENT

21.1.3 **Special Arrangement**

The normal retirement date for academic staff members is June 30 following their 65th birthday.

21.1.3.1 Without prejudice, the University may propose a plan to an academic staff member who is not eligible for early retirement whereby that member's employment may be discontinued in accordance with a special arrangement,

21.1.3.1 and 21.1.3.2 must be in writing. The agreement shall not take effect unless and until the President of the

the notice the Vice-President (Academic) will formally recommend to the President that the member be dismissed. In the event that it is not possible to personally present the member with the notice, the Vice-President (Academic) shall forward the notice by registered mail to the last known address of the member. Such mailed notice shall provide for a period of fourteen

a copy to the academic staff member and to the Faculty Association, that the member be dismissed.

- 21.1.4.6 Upon receipt of a formal recommendation from the Vice-President (Academic) to dismiss an academic staff member, the President shall, within seven calendar days of the date of the recommendation, inform the member in

officer of the Faculty Association.

21.1.4.9 Failure to act within the time limits set out above shall constitute waiver of rights. If a party, acting in good faith and for sufficient cause, clearly was unable to meet these time requirements, the delay may be excused.

21.2 Discontinuance of employment or lay off may be effected only in accordance with the provisions of this agreement.

ARTICLE 22 - CLEARANCE UPON TERMINATION

- 22.1 Upon termination of employment the final salary cheque shall be issued within five working days of the last day on payroll, or as soon thereafter as all financial and material obligations of the academic staff member to the University are satisfied. Such obligations may include, but are not limited to, return of keys, identification cards, library books, audio-visual and other equipment, reimbursement for travel advances, and goods and services.

ARTICLE 23 – GRIEVANCES

23.1 Grievance Defined

Should any dispute or difference arise between the University and the Faculty Association, or any of its members, concerning the meaning, interpretation, application, or alleged violation of the terms of this agreement, the e

settle the dispute by informal discussion in the presence of a mutually

calendar days to a grievance submitted by the University.

23.5 Stage Two

If the Vice-President (Academic), does not render a written response within the time limit, or if the response is unsatisfactory, the Faculty Association may, within fourteen days of the expiration of the time limit for response to Stage One, submit the grievance to the Supervisor of Human Resources. The Supervisor of Human Resources shall be responsible for seeing that a written response is submitted to the Faculty Association within fourteen calendar days of receipt of the grievance.

In the meantime, the Faculty Association or the Supervisor of Human Resources, on behalf of the University, may require a meeting between the Faculty Association and the appropriate University officers.

23.6 Arbitration

In the event that any grievance has not been settled through the procedure outlined above, either party may, within fourteen days, submit the grievance to an arbitration board (the University after Stage One, and the Faculty Association after Stage Two).

Such a dispute or difference between the University and the Facul.2(t27-

or her advisor. The Elder shall be expected to guide the arbitration process along traditional First Nations methods of conflict resolution.

In the event of failure to agree on a Chair within the time prescribed they shall notify the Chair of the Saskatchewan Indian Personnel Management Commission who shall name a Chair who has knowledge of academic affairs.

The University shall provide appropriate space for the hearing of grievances and arbitration cases. The parties may call witnesses and be accompanied, or represented, by colleagues or counsel.

The Board, having been formed by the above procedure, shall meet, hear the evidence of both parties, and render a written decision. The decision of the majority of the Board on the matter at issue shall be f8(ho8(c)-1.1(.8(s)-2.-14

ARTICLE 24 - WARNINGS, REPRIMANDS AND SUSPENSIONS

24.1 The University will take disciplinary action as the situation warrants. This will involve, but not be restricted to, verbal warnings, verbal reprimands, written warnings, written reprimands, partial or full suspension of duties. In the case of suspension, the President shall notify the academic staff member in writing, stating the duration and conditions of the suspension, and providing a complete statement of the grounds for the action. Normally, a suspension shall not exceed thirty days. Any disciplinary action undertaken by the University is subject to the grievance procedures as outlined in Article 23 - Grievances.

While on suspension the academic staff member's benefits, with the possible exception of salary, are not to be withheld.

ARTICLE 25 - BENEFIT PROVISIONS

25.1 Professional Development

In order to fulfil the stated mission of First Nations University of Canada, the University requires academic staff members experienced in both traditional

commitment of further continued employment with the University and such other factors as may be relevant shall be considered.

25.1.5 The University may cover all or a portion of the expenses associated with the Professional Development. Agreement on the financial arrangements shall be made prior to commencement of Professional Development.

25.1.6 The academic staff member shall file a written report with the Associate Dean or other appropriate person with a copy to the Vice-President (Academic) upon their return from Professional Development, and may be requested to conduct a workshop with other members.

25.2 **Vacation Policy**

25.2.1 Vacation credits for full-time academic staff members shall accumulate according to the number of continuous years of service as follows:

- Less than two (2) years of continuous service - 1.67 days per month (four weeks annually)
- Two to five years of continuous service - 2.08 days per month (five weeks annually)
- Over five years of continuous service - 2.50 days per month (six weeks annually)

Academic staff members on approved leaves of absence shall be deemed to have continuous service.

25.2.2 Part-time and temporary academic staff members shall earn vacation credits on a pro-rated basis.

25.2.3 Academic staff members must use vacation (four, five or six weeks, or pro-rata) yearly according to the provisions of this clause. No arrangements may be made for payment in lieu, either during the

if such vacations are to be of a duration of five (5) consecutive days

The University may modify the pension plan following consultation with members. The parties agree that the pension plan defines a form of deferred compensation which exists for the sole benefit of the members of the pension plan and their beneficiaries. Effective July 1, 2020, pension contributions will increase for both parties to seven per cent (7%). Effective July 1, 2021, pension contributions will increase for both parties to eight per cent (8%).

25.5.2 Group Insurance

- a) All academic staff members, upon hiring, as a condition of employment, shall be required to participate in the Group Insurance Plan offered by the University. The University shall pay the costs of the premiums for this plan.
- b) The University may modify group insurance plans following consultation with academic staff members.

25.5.3 Extended Health Benefits

All academic staff members, their spouses, and their eligible dependents shall be covered by a family dental mupcplc121.6(pl)-4.933sox5.7

25.5.4 Employment Assistance Program

The University shall provide all academic staff members with access to an Employment Assistance Program.

25.5.5 Employee Benefits During Leave of Absence Without Pay, Disability or Education Leave

25.5.5.1 Leave Without Pay for 31 Days or Fewer

If the leave without pay is for 31 days or fewer, employee benefit coverage and payments by the University remain the same.

25.5.5.2 Leave Without Pay or Education Leave for More Than 31 Days

Pension Plan - Service credit may continue to be accumulated by the academic staff member making prior arrangements in accordance with the terms of the plan. The University shall continue to pay the employer portion of the plan and the member shall continue to pay the member portion.

Long Term Disability Plan - The academic staff member

25.5.5.3 Leave While on Long Term Disability

Pension Plan - Service credit shall continue to be accumulated by the academic staff member making prior arrangements in accordance with the terms of the plan. The University shall continue to pay the employer portion for the plan and the member shall continue to pay the member portion for those members who make such prior arrangements.

Long Term Disability Plan - The University shall maintain long-term disability for the academic staff member in accordance with the provisions of the plan. Long-term disability benefits will be 75% of monthly earnings rounded to the next higher \$1, if not already a multiple thereof, up to a maximum benefit of \$5000 per month effective January 1, 2015.

Group Insurance - The University will maintain the basic coverage for each academic staff member on long-term disability. The member may arrange to continue optional coverage by prepaying the appropriate premiums in accordance with the provisions of the plan. (Failure to continue optional coverage may require a medical examination as a condition of reinstating coverage.)

Family Dental and Extended Health Plans - The University will maintain coverage and continue to pay its share of the costs of the plans for those academic staff members who make such prior arrangements. The members shall pay their share of the cost of the plans.

25.5.5.4 Notice of Benefits While on Leave

25.6 Liability Insurance

The University shall maintain liability insurance to protect itself against claims arising out of actions by academic staff members acting in an authorized capacity on behalf of the University.

25.7 Education Benefits

Notwithstanding the provisions of Article 7 Academic Planning, academic staff members who hold permanent or probationary appointments may take credit classes offered by a post-secondary institute recognized and approved by the University, provided they are not enrolled as full-time students at a post-secondary institution, and provided that taking this class does not interfere with the performance of duties. Academic staff with status under The Indian Act shall first make application for tuition to their band, tribal council, or AANDC, whichever is appropriate. Subsequently, such members may apply to the University for additional funding by making application to the Vice-President (Academic). Total funding from the two sources shall not exceed the cost of tuition. With the prior agreement of the Vice-President (Academic) the tuition will be refunded upon successful completion. Tuition for only three classes per year will be reimbursed. The member, the Associate Dean or appropriate person and the Vice-President (Academic) shall discuss ways in which duties may be reassigned to make it possible for the member to take each class.

25.8 Exemption from Tuition Fees

25.8.1 The following persons are entitled to an exemption from tuition fees only for any First Nations Language courses offered by the University:

- a) the academic staff member;
- b) the academic staff member's spouse;
- c) the academic staff member's child or dependent, provided that the child or dependent has not yet attained the age of 26 on the date of commencement of the term for which the exemption is to be received.

25.9 Inclusiveness

For the purpose of the Benefit Provisions set out in this Article, the words

"family" and "spouse" shall include same-sex couples in compliance with Article 5 – Respectful University.

25.10

ARTICLE 26 – LEAVES

26.1 Jury Duty/Court Witness

- 26.1.1 Leave with pay shall be granted to an academic staff member who has been summoned for jury duty or who has been issued a summons to appear as a witness.
- 26.1.2 In instances where an academic staff member appears in court either as a plaintiff or defendant, leave shall either be without pay or chargeable against accumulated vacation credits.
- 26.1.3 Any payment made to the academic staff member with respect to his or her appearance in court either as a witness or juror, less any incurred direct costs, shall be turned over to the University.

26.2 Personal Leave

- 26.2.1 An academic staff member may be granted leave of absence with pay by the Associate Dean, for up to five working days for personal circumstances such as birth or adoption in the family, grave illness or bereavement in the family, or to attend to urgent personal matters which cannot otherwise be accomplished. In an emergency, an application may be made by telephone (to be confirmed in writing) to the Associate Dean, where the particular circumstances warrant it.

requesting leave. If a family member faces a significant risk of death during the period for which leave is being requested, leave shall not be refused unreasonably. Leaves for longer periods may be granted by the Associate Dean. The member may be eligible for Employment Insurance Compassionate Care Benefits.

26.3 Leave Upon the Birth or Adoption of a Child

Academic staff members who have been employed for a period of more than thirteen (13) consecutive weeks or more with the University shall be granted maternity, adoption, or parental leave for a combined period of up to seventy-eight (78) weeks.

26.3.1 Supplementary Employment Benefits

in writing.

26.3.1.8.2 Upon return to work, the University shall reinstate an academic staff member who has taken Leaves under Article 26.3 to the former position with her/his full salary and benefits as provided for under this collective agreement, as amended, or her/his full salary and benefits before the leave, whichever is greater.

26.3.1.8.3 The parties agree that the provisions of Article 26.3 shall be no less than those in the "provincial employment standards act/legislation" and Employment Insurance Act and as may be further amended. Differences in the interpretation of this Article shall be resolved based on consistency with the Act.

26.3.1.8.4 Nothing in Article 26 shall prevent an academic staff member from claiming sick leave for absences from work due to illnesses related to her pregnancy. However, once a member begins Article 26 leaves, such leaves may not be suspended in order to claim sick leave. Maternity

- b) Academic staff members who are sick for more than five consecutive days shall apply, as soon as medically possible, for short-term disability which shall provide their normal salary and benefits for the first eighty-five working days of illness. Following this, members will apply for long-term disability which, if approved, shall become effective immediately following the expiration of the short-term disability coverage. The short-term and long-term disability benefits will be administered in accordance with the terms of the plans in place.

- j) Notwithstanding subparagraph 25.6.1(i), any academic staff member may utilize a maximum of fifteen (15) sick leave days, whether earned or not, any time during the year, provided that if the member resigns or whose employment is terminated, he or she shall reimburse the University for sick leave days utilized in excess of sick leave credits actually earned.

26.5 **Education Leave**

travel and related expenses for the member (unless claimed as part of

26.7 Leave to Seek Nomination and Election to Political Office

26.7.1 Upon written request to the Vice-President (Academic), the University shall grant to an academic staff member leave of absence without pay to seek nomination as a candidate, and to be a candidate in municipal, provincial, federal or First Nations government.

26.7.2 The academic staff member shall inform the Vice-President (Academic) when deciding to seek candidacy, and shall make every attempt to give the longest possible notice, and shall actively cooperate in arrangements for the uninterrupted continuation of the work of the academic unit.

26.7.3 Should the academic staff member be successful in his or her bid for office, the member may be required to resign, or to take partial or complete leave without pay depending upon the requirements of the member's responsibilities. Such resignation or leave shall be effective the date he or she takes office. The leave shall be for a specific term and may be renewed.

26.7.4 Should the academic staff member be unsuccessful in his or her bid for office, he or she may return to his or her academic position he or she held at the time leave was granted.

26.8 Discretionary Leaves

The Vice-President (Academic) in consultation with the Associate Dean, and the President, may grant or extend any leave to an academic staff member whether with pay, with partial pay, or without pay.

26.9 Leave of Absence Without Pay

26.9.1 Application for leave of absence without pay shall be limited to two years and shall be directed through the appropriate Associate Dean..8(t).dc

- 26.9.2 The Vice-President (Academic), in consultation with the appropriate Associate Dean, shall have the right to accept, deny, or grant modified or conditional acceptance to any or all applications for leave of absence without pay.
- 26.9.3 Upon return to employment from leave of absence, the Associate Dean shall place the academic staff member in the position previously held by him or her or a position mutually agreeable to both parties. In no case shall the member return to staff at lower salary, benefits, or seniority than when the leave began.
- 26.9.4 The academic staff member may be eligible for partial employment related benefits during his or her leave of absence as specified in the leave agreement.
- 26.9.5 All academic staff members shall be required to sign a Leave Agreement prior to commencement of leave for a duration greater than one month.

26.10 **General**

- 26.10.1 Time spent on maternity leave, parental leave, or on jury and witness duty, shall count as service with the University in respect of salary adjustments, and waiting period for sabbatical eligibility.
- 26.10.2 Time spent on sabbaticals or education leave shall count as service with the University in respect of salary adjustments.
- 26.10.3 Time spent on other leaves as specified in this article does not

26.11 Election Leave

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

26.11.2 Academic staff members who are eligible to vote in a civic, provincial or federal election shall be granted four consecutive hours immediately prior to closing of the polls.

The right to participate in finding and controlling workplace hazards; and
The right to refuse work that they feel is unsafe or will create a health hazard.

27.4. Exercising the Rights

27.4.1 Orientation and Training

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

- (i) The University will provide first aid supplies and equipment at each location, and will ensure that a University employee is trained in a certified first aid course, at the University's expense.
- (ii) Training for members serving on the OH&S committee as outlined below.

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

27.4.2 OH&S Committees

In accordance with the right of academic staff to participate in

- The University will make reasonable efforts not to schedule meeting times of the committee during teaching hours of the academic staff members on the committee(s).

(ii) Travel Expenses

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

27.4.3 Right to Refuse

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

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

ARTICLE 28 – INTELLECTUAL PROPERTY

28.1 General

Intellectual property (IP) means any result of conceptual or artistic activity

with Indigenous Peoples' own customs, laws, and practices.

28.2.1 Ownership

The University endorses the lively interest of academic staff members in research, scholarship, and professional activities and will assist and enhance their ability to pursue these aims.

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

28.2.2 Copyright

The copyright to any works of art, printed materials, films, slides, videotapes or similar materials including lecture notes are vested solely in the academic staff member who created them or caused them to be created, except as stated hereinafter. The copyrights to

28.2.3 **Patents**

The patent for any work or invention which is produced by an academic staff member, and which is unrelated to a member's

ARTICLE 29 - FINANCIAL EXIGENCY

- 29.1 The parties agree that the process of long-range planning should obviate the possibility of a financial exigency occurring. The parties further agree that in the event of a financial exigency, in view of the ramifications to the careers of academic staff members, an orderly and equitable way of dealing with the situation is essential.
- 29.2 As soon as the University perceives that a financial exigency exists, it will convey this information to the Faculty Association in writing, indicating the nature of the problem, its probable magnitude and impact on the careers of members of the academic staff.
- 29.3 29.3.1 The Faculty Association, through its representatives, shall be fully consulted by the University officers concerned and shall be provided with detailed financial and budgetary information together with such long-range projections as may be prepared by the Univer

within their academic competence, with no reduction in rank or status;

29.3.1.6 make no further appointments unless a position cannot be filled by an inside transfer and is necessary to maintain the proposed level of operation;

29.3.1.7 undertake other similar measures where possible, for example, job sharing, wage and benefits freezes, voluntary wage and benefits rollbacks.

29.3.2 The parties agree that decisions about financial exigency, both the determination whether an exigency exists and how to respond to it, shall be based to the greatest extent possible upon consensus in the spirit of traditional First Nations values - including communication, collaboration, consultation, sharing, and compromise - within a framework of tolerance, humility and mutual respect.

29.3.3 When the parties have agreed which of the above steps will be undertaken, they shall attempt to jointly determine whether a financial exigency continues to exist, its total amount, and the proportion to that amount which is to be borne by reduction in the number of academic staff members.

29.3.4 The University shall decide which of the above steps will be undertaken, and shall advise the Faculty Association its proposed course of action and whether such course shall have the effect of reducing or eliminating the financial exigency, and the time period within which this may occur. In arriving at its decision, the University shall fairly and equitably distribute the impact of the financial exigency depending upon whether cuts are made vertically or horizontally in the structure of the University. The Faculty Association may make recommendations to the University in terms of pursuing alternative courses of action, and the University shall, in good faith, receive said recommendations.

29.3.5 The Faculty Association shall be entitled to receive, in writing, information concerning the nature of the financial exigency, the

deficiency created by the financial exigency in monetary terms, the extent to which the financial exigency will be borne by reduction in the number of academic staff members and the portion to be borne by each faculty, or similar academic unit.

29.3.6 If the University and the Faculty Association agree that there is no exigency, the University will proceed with the jointly planned procedures, and the matter of exigency ends.

29.3.7 If the Faculty Association and the University agree that an exigency exists and further agree on the portion to be borne by reduction in the number of academic staff members, the University will proceed with

29.6.4 the portion to be borne by each faculty or similar academic unit.

29.7 A deficiency, expressed in monetary terms, shall be allocated to each department and similar academic unit and the President shall notify the Faculty Association accordingly of the recommendation which is to be made to the Board. The President's notification shall include specific proposals for meeting the deficiency, including proposals about any appointments to be

**ARTICLE 30 - AMENDMENTS TO THE FEDERATION AGREEMENT, THE
FIRST NATIONS UNIVERSITY OF CANADA ACT AND FEDERATION
OF SASKATCHEWAN INDIAN EDUCATION ACT**

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

ARTICLE 31 - STRIKES AND LOCKOUTS

- 31.1 The Faculty Association agrees that it will not engage in, or participate in, any slow-down, strike or picketing during the currency of this agreement. The University agrhat.

ARTICLE 32 - DURATION AND CONTINUANCE OF THE AGREEMENT

APPENDIX A

I. THE ACADEMIC PERFORMANCE REVIEW COMMITTEE

- 1.1 The Academic Performance Review Committee, whose function is to formulate recommendations to the Vice-President (Academic) regarding career development, is to consist of four members of the academic staff elected by members of the academic staff. Academic staff members with tenure appointments at or above the rank of Assistant Professor are entitled to serve on the Committee. The Faculty Association shall be advised of the membership of the committee.
- 1.2 Academic Council and the Vice-President (Academic) shall constitute the Committee that calls for nominations and oversees the election.
- 1.3 Members of the Committee will sit for one or two years, with terms staggered to provide two newly elected members each year. Elections will be conducted to provide, in addition to the four principal members,

another conflict of interest in which case the Chair shall call upon the

APPENDIX B

First Nations University – July 1, 2018					
	Floor	Increments			Normal Ceiling
Professor	126089	9	x	3287	156569
Associate Professor	102376	9	x	3064	130787
Assistant Professor	86326	8	x	2848	109800
Lecturer	69744	8	x	1961	85908
Librarian IV	105109	7	x	3064	127207
Librarian III	91938	7	x	2734	111656
Librarian II	78122	6	x	2405	92989
Librarian I	68826	6	x	1961	80949
Lab Instructor III	79992	7	x	2795	100149
Lab Instructor II	73278	6	x	2486	88646
Lab Instructor I	65568	6	x	2175	79014

First Nations University – July 1, 2020

	Floor	Increments			Normal Ceiling
Professor	130105	9	x	3404	160741
Associate Professor	106046	9			

First Nations University – July 1, 2021

	Floor	Increments			Normal Ceiling
Professor	132707	9	x	3472	163955
Associate Professor	108167	9	x	3236	137291
Assistant Professor	91488	8	x	3008	115552
Lecturer	82522	8	x	2540	102842
Librarian IV	110968	7	x	3236	133620

1. **Parity**

While recognizing the distinctive mission and identity of the FNUniv, as well as the fact that the FNUniv receives the greater portion of its public funding from the federal rather than the provincial government, the parties support the principle that academic staff members at the University should be fairly and equitably treated with regard to salary. To that end, this agreement moves the University's salary scales to parity with those of academic staff

4. **Salary ranges:**

July 1, 2018

Increase the salary scales by 0%.

July 1, 2019

First Nations University of Canada adopts the University of Regina salary scales and increments that are in effect as of July 19, 20 that time raise

for a Sessional Instructor II as indicated in the FNUniv/URFA Sessional Collective Bargaining Agreement.

7. **Accountable Professional Expense Account**

7.1 All academic staff members are eligible for \$1500 accountable

APPENDIX C – GENERAL PROCEDURES FOR REVIEW BOARD

5. Once the Board has been formed, and provided with the material that has been agreed to, there will be a pre-meeting with the Board, a representative from the University, and a representative from the Faculty Association. This meeting will be held to inform the Board of their responsibility under Article 19.6 and to determine if any member of the Board has a conflict of interest with either the academic staff member or the Vice-President (Academic),

The representatives from the University and the Faculty Association will respond, in consultation, to questions from the Board and then will leave the

APPENDIX D

MEMORANDUM OF AGREEMENT REGARDING PENSION AND BENEFITS

The University and the Faculty Association agree to establish a joint committee to review the current pension and benefit plans.

The committee shall be established immediately following the signing of this

APPENDIX E

MEMORANDUM OF AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY MODULE

The Parties will develop an Occupational Health and Safety Training module. Upon

APPENDIX F

MEMORANDUM OF AGREEMENT REGARDING A TEACHING OR INSTRUCTOR STREAM AT FIRST NATIONS UNIVERSITY OF CANADA

The University and the Faculty Association agree to establish a joint committee to consisting of two (2) members of the association and two (2) members of the University study and make recommendations regarding the creation of teaching or instructor focused positions at the University.

that parties have agreed these terms to be binding on them. IN WITNESS WHEREOF

The First Nations University of Canada, represented by

[Handwritten Signature]

Chairman of the Board

[Handwritten Signature]

Witness as to the signature

of the Chairman of the

Board of the

Date

[Handwritten Date]

First Nations University

University of Regina Faculty Association, represented by

[Handwritten Signature]

President

Witness as to the signature of

President of the University of Regina Faculty Association

September 10 2020

Date



of

the signature of

Chairman of the Board

Witness as to the signature of