

**University of Regina Students' Union
Board of Directors**

RECORD OF DECISION

In Favour

Shawn Wiskar, Vice President (Student Affairs)
Rylan Jensen, Education Director
Stephen Le Nouail, Francophone Director
Carly Hill, Campion Director
Dakota Kaufman, LUSA Director
Sena Debia, Kinesiology Director
Rashid Jahan, International Students' Director
Imran Ahamed, Graduate Students' Director
Khansa Irfan, Women's Director
Jashneet Kaur, Director for Students with Disabilities

Opposed

Colton MacDonald, Arts Director

Abstain or no vote recorded

Jermain McKenzie, President
Harris Khan, Vice President (External Affairs) (Teleconference)
Derrick Gagnon, Vice President (Operations and Finance)
Rishabh Dutta, Engineering Director
Pete Kytwayhat, Aboriginal Director

Motion sent on APRIL 10th, 2018 @ 8:00AM to the board mailing list

Motion considered

- I. WHEREAS, Executive compensation has not been reviewed for several years, and;
WHEREAS the Compensation Committee has undertaken a thorough review of the current Executive compensation package and existing Employment Agreement for Executives and has compared these with those of other similar PSE institutions in Canada, and;
WHEREAS student union executive's remuneration needs to reflect the duties and responsibilities expected of Executives as per the Executive Committee and Executive Roles Policy, and;
WHEREAS the Committee has drafted a new Employment Agreement for Executive template that reflects compliance to URSU's constating documents and all relevant provincial legislation,

BE IT RESOLVED THAT the Board of Directors hereby approves the new Employment Agreement for Executives as attached and that this new Agreement be implemented for new Executive hires effective May 1, 2018.

Employment Agreement

for Executive Members of the University of Regina Students' Union

BETWEEN:

The Students' Union of the University of Regina, Inc. (URSU)
(the "Employer")

AND

[employee name]
(the "Employee")

WHEREAS the Employee was elected to fill the position of [position title] during the most recent URSU election, and more specifically, to perform the tasks as outlined in the URSU' constating documents;
AND WHEREAS the parties hereto wish to define the employment relationship that accompanies that elected role, by specifying the terms of such employment including compensation, rights and responsibilities and other details;
AND WHEREAS the role of the Executive Member on the URSU board may only be removed under the terms of the Constitution and Bylaws, as amended from time to time, the role of the Employee under this Agreement may be terminated or altered in accordance with this Agreement;
NOW THEREFORE IN CONSIDERATION of the premises and the mutual covenants herein contained, the parties hereto agree each with the other as follows;

1. EMPLOYMENT:

- 1.1 **EMPLOYMENT:** The Employer agrees to employ the Employee and the Employee agrees to accept employment with the Employer for the position of [position title] of the Students' Union of the University of Regina, Inc. (URSU).
- 1.2 **JOB DESCRIPTION:** The parties agree that the duties to be performed by the Employee for or on behalf of the Employer shall be as outlined in URSU's Constitution and its Executive Committee and Executive Roles Policy, as amended from time to time, as well as any additional requirements outlined in the agreement. The Employee shall execute their responsibilities in a diligent and professional manner and shall at times operate within the framework of the constitution, bylaws and policies of URSU and to the best of their ability shall ensure that URSU is operating within all applicable laws and regulations of the Province of Saskatchewan, Country of Canada and the University of Regina.
- 1.3 **REDEFINITION OF EMPLOYMENT:** The Employer may from time to time redefine the Employee's job responsibilities (contained in the Executive Committee and Executive Roles Policy), place of employment, reporting structure, functions and/or responsibilities of the Employee, without changing any of the rights or obligations of the parties hereto, including remuneration and termination.
- 1.4 **DURATION OF EMPLOYMENT:** The Employee's employment as defined herein shall commence May 1, [current year] and continue until April 30, [following year] (the "Term"), unless terminated by either party or the members of URSU, provided that such termination is in accordance with the provisions set out in Section 6 herein.
- 1.5 **FULL TIME:** The parties acknowledge that the Employee's position shall be considered full-time and hours of work shall fluctuate but that the Employee should be expected to work 40 hours per week. Both parties agree that the role of [position title] involves work that may be completed both in the Employer's office and out of the office. The employee agrees that the hours of work will vary and will be irregular. The parties agree that the position is managerial in nature, and is accordingly exempt from the payment of overtime under the Saskatchewan Employment Act and Regulations. Hours recorded as sick, vacation, earned day off or other preapproved time off shall be included in the calculation of weekly hours worked.
- 1.6 **OFFICE HOURS:** The Employee agrees to be present in the office a minimum of 20 hours per week during URSU regular hours of operations so as to guarantee minimum accessibility to members of URSU except where exceptional circumstances or other employment-related commitments prevent them from doing so. This task is a key role in their employment. Should the Employee not be able to fulfill this obligation on a regular basis, then the Employer may terminate the Employee as per Section 6.
- 1.7 **DIRECTION:** URSU will at all times provide the Employee with reasonable guidance as to the goals and direction of URSU and expectations of the Employee in order to facilitate the continuing operations.

1.8 PRACTICUM, FIELDWORK, CO-OP, OTHER PLACEMENT: The Employee is prohibited from participating in any type of academic program that would prevent them from fulfilling their obligations as per Sections 1.5 and 1.6. Enrolment in one of these programs shall require the employee to submit notice of resignation immediately as laid out in Section 6.

2. REMUNERATION:

2.1 REMUNERATION: The employee shall receive \$33,000.00 per Term. This reflects a base salary level of \$33,000.00 as established in 2018 and has been adjusted annually according to URSU's Consumer Price Index Adjustment Policy.

2.2 PAYMENT FREQUENCY: The employee shall be paid in equal, bi-weekly payments.

3. BENEFITS:

3.1 SICK LEAVE: The Employee shall be provided with twelve (12) paid sick days per calendar year. The employee is not entitled to compensation for unused sick days. Sick leave may be used by the Employee to be absent from work with full pay due to their own illness or an illness in their immediate family. The Employee shall provide the Employer with a certificate from a duly qualified physician if they require in excess of five consecutive days of sick leave.

3.2 PROTECTED LEAVE: The Employee shall be entitled to various Protected Leaves as per URSU's Protected Leave Policy, as amended from time to time. Such leaves include;

- Maternity leave
- Parental leave
- Adoption leave
- Bereavement leave
- Crime-related child death and disappearance
- Nomination/election and candidate/public office leave
- Citizenship ceremony leave
- Organ donation
- Critically-ill child care leave
- Compassionate care
- Jury duty leave
- Interpersonal violence leave

3.3 PARKING: Upon request, the Employer will provide one M-lot parking stall on campus for the Employee's sole use while on term.

3.4 HOLIDAYS: The Employee shall be entitled to all statutory holidays. For the purpose of this agreement, New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day shall be considered Holidays.

3.5 VACATION: The Employee shall be entitled to three weeks of paid vacation per Term. Vacation must be taken at times coordinated with and approved by the Executive Committee. Any unused vacation days not taken during the Term cannot be carried forward beyond the next year. The Employee prior to the end of their Term must use all vacation days. The employee is not entitled to compensation for unused vacation days. Days that fall within the annual Christmas Break where the Employer is closed for regular business shall not be counted as vacation days.

3.6 EARNED DAYS OFF (EDO): The Employee will be entitled to accumulate EDOs at an accrual rate of 1.25 earned days off per month to a maximum of 15 earned days off per Term. The accrual for any particular month is conditional upon the Employee meeting its obligations as per Sections 1.5 and 1.6. The employee is not entitled to compensation for unused EDO days.

3.7 REIMBURSEMENT OF EXPENSES: The Employee shall be reimbursed by the Employer for up to \$1000 of business expenses actually and properly incurred by the Employee in connection with the duties under this agreement and in accordance with the Discretionary Fund policy of the Employer. The reimbursement of expenses shall be subject to the provision by the Employee to the

Employer of receipts, statements and voucher to the satisfaction of the Employer, within such a time period as the Employer may specify from time to time.

3.8 PHONE EXPENSE REIMBURSEMENT: The Employee will be reimbursed for the costs associated with the use of their own smartphone in the amount of \$70 per month.

3.9 HEALTH BENEFITS: The Employee will be provided with a Health Care Spending Account to a maximum of \$1,000 per Term.

3.10 OWL PROMO ACCOUNT: The Employee will be provided with a promotions account in the amount of \$50 per month eligible to be spent in the Owl only. This promo account is provided to assist in the Employee with promoting the Owl to potential new customers and/or offset the cost of Employee's networking expenses.

3.11 PROVINCIAL LEGISLATION: The Employee shall be entitled to such a minimum prescribed benefits as are set out in The Saskatchewan Employment Act for Saskatchewan.

4. DIRECTIONS & POLICIES:

4.1 SCHEDULE: The Employee shall set basic hours and a work schedule that meets the minimum requirements laid out in this contract. The Employee's basic hours of in-office availability shall be posted at the Member Services desk.

4.2 TIMESHEETS: The Employee agrees to regularly complete URSU approved timesheets or other hours of work recording mechanisms. Timesheets must be reviewed and approved by the General Manager after the end of each month. Failure to submit a properly completed timesheet will result in the Employer withholding payment(s) until such time as proper timesheets are received. Should the Employee fail to meet their obligations as per Sections 1.5 and 1.6 in any given month, the Employee's attendance will be automatically forwarded to the URSU Board HR Committee for review and evaluation.

4.3 BEST EFFORT: During employment with the Employer, the Employee shall devote the best effort possible to advance the interests of the Employer, shall perform duties to the best of their skill and ability and shall perform which work as may be required by the Employer, under and subject to the Employer's instruction, direction and control.

4.4 URSU CONSTITUTION, BYLAWS, POLICIES, CONTRACTS: The Employee shall always act in accordance with their fiduciary duty to the organization. In part, this means that the Employee shall always strive to uphold the URSU Constitution, and Bylaws as well as the policies of URSU.

Notwithstanding the guidelines listed below, the conduct of the Employee must conform to the principles set out in URSU's constating and governing documents. Furthermore, as an Executive you agree to:

- Personally observe high standards of conduct that preserve the integrity, dignity, and values of the URSU at all times avoiding impropriety or the appearance of impropriety
- Utilize the prestige of the office solely in the interests of students who the Employer serves and neither favour special interests inside or outside URSU, nor allow personal relationships to affect official conduct or judgment.
- Ensure that all official decisions taken, and judgments exercised, support the best interests of the students who URSU represents.
- Support an environment conducive to the professional and personal growth of all members of URSU including volunteers and staff connected to the organization.
- Not to engage in any act or conduct causing or calculated to cause damage or discredit to the reputation or business of the Employer in person, on social media, or otherwise;
- Maintain the integrity of the Executive Committee by only exercising authority as a member when acting on behalf of the Executive Committee and ensure that all actions reflect the will of the Executive Committee and/or Board of Directors.
- Abide by and support all decisions of the Executive Committee, the Board of Directors and resolutions passed at an Annual or Special Meeting of Members.
- Not misappropriate, damage, or possess without authorization any property of the Employer.
- Maintain confidentiality of Executive Committee meeting business and discussions.
- Follow office hours set by the Executive Committee at the beginning of each term of office.

- Set their office hours according to URSU standard business operating hours. Exemption will include class time, exam scheduling, regularly scheduled appointments and regular meetings.
- Attend all Executive Committee and scheduled meetings (unless ill or on holidays). Executive members are not to take EDO's on scheduled days of Executive Committee meetings.
- Report all vacation days, EDO's, and sick days to the General Manager.
- Advise the General Manager and Member Services of any planned extended leaves of absence including vacation and EDO days.
- Consider all discussions before the Executive Committee as agenda items.
- Provide information to members about elections, by-elections, and referenda in an unbiased manner and shall remain neutral throughout the elections process.
- Abide by all relevant provincial legislation and URSU governance documents including but not limited to the Non-profit Corporations Act, 1995, URSU constitution, bylaws and policies at all times.
- When reasonably possible, attend URSU organized or sponsored events to display the support of the URSU.
- Participate in any and all training events as mandated by the Employer. Such training includes but is not limited to Positive Space, Respectful Workplace and Anti-Oppression training.
- Work towards and maintain a respectful environment to the best of their ability.
- When engaging in meetings with members of the student body, maintain a civil attitude, which reflects well on URSU, even when confronted with challenging members. It is important to keep in mind, especially when dealing with members of a historically disadvantaged or minority groups, to be aware of the potential for offense, which may be unintentionally caused by poorly chosen words or actions. Intentional racist, sexist, or homophobic remarks or actions are not acceptable.
- When engaged by the media, ensure that the inquiring media member is directed to the most appropriate member of the Executive to handle the solicitation of engagement. If interacting with the media, statements by the Employee (by virtue of their position) will reflect on URSU. All statements to the media ought to be considered "on the record" and should accurately and positively reflect the position of the URSU.
- Meetings
 - § Executive Committee meetings are scheduled once per week. The Employee must make every effort to be in attendance at Executive meetings.
 - § Have meetings called by any member of the URSU Executive Committee; provided:
 - a) No less than 24 hours notice is given to all Executive members, or
 - b) The meeting is scheduled at a time of less than 24 hours notice with the unanimous consensus of the Executive Committee.
- Board meetings are scheduled monthly in the summer months, and every two weeks throughout the rest of the year. The Employees agrees that it is important to be in attendance at Board meetings, follow the Board Meeting Policy and be prepared to report to the Board on his/her area of responsibility.

Failure to act in accordance with URSU constating documents and/or governing documents will result in sanctions ranging from minor consequences to immediate termination as per the discretion of the Board.

5. COVENANTS OF THE EMPLOYEE:

5.1 THE EMPLOYEE COVENANTS, both during and after the term of employment with the Employer, as follows:

- a) The Employee shall submit to the General Manager proof of eligibility for employment with URSU by;
 - a. Providing Confirmation of Enrolment of at least 3 credit hours during the fall semester by no later than August 15 [current year], and/or;
 - b. Providing Confirmation of Enrolment of at least 3 credit hours during the spring summer semester by no later than May 1 [current year] AND Confirmation of Enrolment of at least 3 credit hours during the winter semester by no later than December 15 [current year], and;
 - c. If applicable, a copy of the Employee's Study Permit as issued by Immigration, Refugees and Citizenship Canada by no later than May 1 [current year].

Employees who fail to submit these documents will have their pay withheld until they are in compliance with this article.

- b) Except in fulfillment of the duties hereunder, the Employee shall not enter into any contract on behalf of, or in the name of, the Employer, and shall not pledge the credit of the Employer;
- c) The Employee will comply with the instructions and directions of the Employer all of the Employer's governing documents, including the Constitution, Bylaws, and any and all policies related to Executive Members or Employees and the University of Regina "Respectful University" (GOV-100-015) Policy, as amended from time to time, which can be found at <https://www.uregina.ca/policy/browse-policy/policy-GOV-100-015.html>.
- d) The Employee shall not at any time during and/or after their employment with the Employer use for their own interest nor release directly or indirectly to anyone, any information concerning the Employer's business practices, operations, procedures, policies, budget, products, financial information, client names, suppliers, etc;
- e) The Employee shall not at anytime during employment with the Employer, or after the termination thereof, take any steps, or make any approach either directly or indirectly to any employee of the Employer calculated to lead to such employee leaving their employment with the Employer.
- f) The Employee acknowledges that the information found in the Employer's books, records, printouts, lists, notes, or any other documents or copies thereof relating to the business of the Employer is the exclusive property of the employer and can be only used to the benefit of the Employer.

6. TERMINATION OF EMPLOYMENT:

6.1 TERMINATION BY THE EMPLOYER: The Employee's employment may be terminated at any time by the Employer for just cause at any time without notice and without any payment in lieu of notice subject to a ¾ majority vote at a regular or special meeting of the Board of Directors. The effective date of termination may be the date that the just cause occurred. "Just Cause" includes, without limitation, any misconduct by the Employee, any wilful breach or non-observance by the Employee of any of the covenants or obligations of this agreement, any breach of confidentiality, any neglect, refusal or repeated non-performance of the duties hereunder, any negligent performance of such duties, any insubordinate or insulting behaviour towards URSU, its officers, clients, directors or members or any serious violation of URSU's constitution, bylaws or policies or any violation of the covenants contained herein. Termination under this article does not constitute a recall of the Employee as a member of the Board of Directors as per Article VIII (1) of the URSU Constitution.

6.2 TERMINATION BY EMPLOYEE: The Employee's employment may be terminated by the Employee by giving the Employer one (1) month's written notice. In this case the Employer reserves the right to terminate the Employee's employment at any time during the notice period.

6.3 TERMINATION BY URSU MEMBERS: Pursuant to Article VIII (1) of the URSU Constitution, or any similar clause as amended by the members from time to time, the members of URSU have the ability to remove the Employee from his or her role as a Board of Directors' member. If that occurs, it constitutes Just Cause as defined by section 6.1, and the Employee will be removed from all Employee roles and responsibilities immediately and without pay.

6.4 TERMINATION OF URSU MEMBERSHIP: If, pursuant to the URSU Constitution or Bylaws, the Employee loses his membership status in URSU, it constitutes Just Cause as defined by section 6.1, and the Employee will be removed from all Employee roles and responsibilities immediately and without pay.

6.5 PAY IN LIEU AND LIMITATION OF LIABILITY: The Employee's employment may be terminated at any time by the Employer without cause, provided that one months notice, or pay in lieu of notice is provided. This can only be done with a ¾ majority vote at

a regular or special meeting of the Board of Directors. In the alternative, if the Employee is terminated, and a court of competent jurisdiction deems it not to be Just Cause, the maximum entitlement to damages is for one month of salary and benefits.

7. RESTRICTIVE COVENANTS:

7.1 NONDISCLOSURE: The Employee agrees that during the term of employment and thereafter, they will not disclose any information obtained during the course of their employment with the Employer to anyone unless authorized.

7.2 PRODUCTION OF EMPLOYER'S PROPERTY: As soon as notice of termination of employment has been given in accordance with section 6 herein, the Employee shall deliver up to the Employer all tools, keys, passes, books, records, printouts, lists, notes and other documents or copies thereof relating to the business of the employer, which may be in their possession or directly or indirectly under their control.

7.3 INTELLECTUAL PROPERTY: Notwithstanding paragraph 7.2, the Employee acknowledges that all information found or created in or for the Employer's books, records, printouts, forms, reports and any other material whatsoever, relating to the business of the Employer shall constitute the sole and exclusive property of the Employer and can only be used for the benefit of the Employer.

7.4 CONFLICTS OF INTEREST AND COMMITMENT: The Employee agrees that during the term of employment they will not take up any other executive role on a University of Regina club, society, or student group. The Employee also agrees to uphold the conflict of interest policy in any work done with clubs.

8. GENERAL:

8.1 GOVERNING LAW: This agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

8.2 NOTICES: Any notice to be given by either party pursuant to any provision of this agreement shall be given or made in writing and shall be served personally, faxed or mailed by prepaid and registered mail addressed to the other at the respective addresses given below:

If to the Employer:

The Students' Union of the University of Regina, Inc.
Room 221, William Riddell Centre Building
Regina, Saskatchewan
S4S 0A2

If to the Employee:

[employee.address]
[employee.citystring]

8.3 AMENDMENTS: No modification or waiver of any terms of this agreement shall be valid unless in writing and executed with the same formality as this agreement.

8.4 EMPLOYEE'S ACKNOWLEDGEMENT: The Employee acknowledges that they have read and understand the foregoing and that the Employer has advised them that this agreement substantially alters and supersedes the Employee's rights at common law. The Employer has hereunto affixed its hand as attested to by its proper signing officer in that respect, this [current.date].

University of Regina Students' Union, Inc.

Per:

Carl Flis, General Manager

I hereby accept and agree to the terms and conditions of the foregoing offer. I acknowledge that in considering this offer I have been encouraged and have had sufficient opportunity to seek independent legal advice. I have either sought such advice or determined of my own accord not to seek it.

Per:

[employee.fullname]

