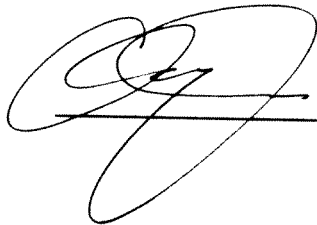


Agreed to Items – February 1, 2010

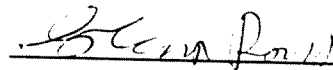
In accordance with the dissolution of joint bargaining with the University of Regina and Local 1975-01, the parties agree to remove collective agreement language that specifically applies solely to the University of Regina.

The Union agrees to submit a draft document to the Employer identifying the deleted references for the Employer's approval.

For the Employer:



For the Union:



**2010 CUPE 1975 Collective Bargaining
Agreed to Item
March 5, 2010**

The following are to be deleted from the Collective Agreement:

Memorandum of Agreement – Essential Service Protocol
Memorandum of Agreement – Memorandum of Agreement
Memorandum of Agreement – University of Saskatchewan; University of Regina; and the
Canadian Union of Public Employees Local 1975
Memorandum of Agreement – Diefenbaker Centre
Memorandum of Agreement – University of Saskatchewan Pension
Memorandum of Agreement – One-Time Payments
Memorandum of Agreement – Calculation of Wage Adjustments
University of Saskatchewan – Policy Statement on Alcoholism Involving Employees

Language changes in the following will be incorporated into the Collective Agreement:

Memorandum of Agreement – Hours of Work (November 19, 2009)
Memorandum of Agreement – Article 11.3 Regular Increment Withholding (November 18, 2008)
Memorandum of Agreement - Benefits (November 18, 2008)
Memorandum of Agreement – Vacation Accumulation Article 17 (February 20, 2009)
Memorandum of Agreement – Temporary Performance of Higher Duties (August 20, 2009)

Housekeeping items:

18.5 Deductions from Sick Leave Accumulation

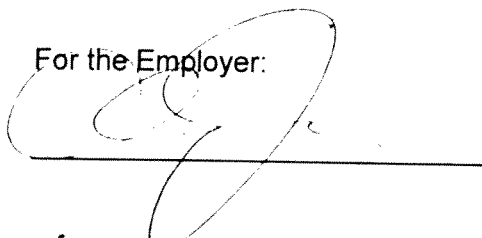
University of Saskatchewan

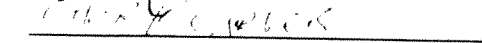
Absence on account of illness will be deducted from sick leave accumulation based on actual hours absent to the maximum hours of work for that position. Usage of paid sick leave on each occasion of disability is limited to a period of ~~one year~~ **six months**.

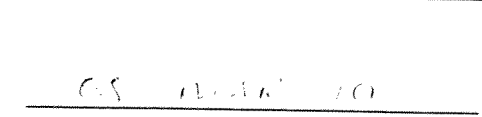
22.4 Notice of Resignation and Retirement

An employee is expected to give as much notice as possible when terminating employment or retiring, but in any event will be required to provide not less than fourteen days notice when terminating and 90 days when retiring. The Employer agrees to waive some or all required notice of retirement in extenuating circumstances.


For the Employer:




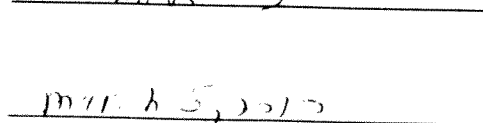




For the Union:



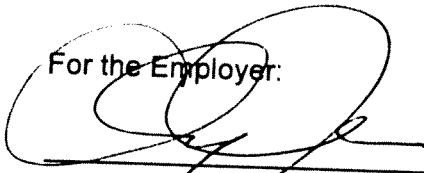




2010 CUPE 1975 Collective Bargaining
Agreed to item
March 29, 2010


The parties agree that the Memorandum of Agreement – Transitional Process for
Recurring Relief Designation should be deleted from the Collective Agreement.

For the Employer:



29 MAR 10

For the Union:



march 29/10

University of Saskatchewan

CUPE 1975 Bargaining

Employer's Offer to Settle April 14, 2010

This offer replaces all other offers to settle provided by the Employer to date and includes all agreed to language to date. The following represents a full and complete package in an effort to reach a tentative agreement.

Term of the Agreement

The Employer has packaged this offer as a three year agreement covering January 1, 2010 to December 31, 2012

Personal/ Family Leave

The employer proposes the attached language for consideration.

Shift Premium

The employer is agreeable to an increase in the shift premium, Article 23.4.1 from \$0.90/ hour to \$1.00/ hour effective the first of the month following the date of ratification.

Shift Differentials

The employer is agreeable to a general increase to shift differentials per Article 23.7 to \$80.00 per month.

Standby premium

The employer proposes the attached new language on a standby premium.

Benefits

The Employer proposes benefit changes as follows:

1. Increase the lifetime child orthodontic maximum from \$1500 to \$2000.
2. Addition of dental implants as an acceptable treatment under the dental alternative benefits clause.
3. Removal of basic life premiums from the employer funding cap to a fully employer funded premium.
4. Reduction in the short term disability period and long term disability elimination period from 6 months to 90 days.
5. A change to the employer funding cap from 5.5% to **5.75%** of payroll of eligible members **effective May 1, 2010.**

CC
A

Pension

The Employer proposes pension changes as follows:

1. An increase to the allowable **matching** pension contributions effective January 1, 2010 to 7.5%, and January 1, 2011 to 8.25%, and January 1, 2012 to 8.5%.
2. The inclusion of market adjustments (Article 11.4) as pensionable earnings
3. The removal of any option to withdraw lump sum amounts upon retirement from the defined benefit pension plan.
4. The employer proposes the attached memorandum of agreement regarding a potential transition to an affordable defined benefit plan.

Wage Adjustments

1. Maintain current individual 2% annual increment to the maximum of the salary ranges (retroactive adjustments for 2010 for all active employees and retirees on the date of signing based on the new ranges).
2. An increase to phase 1 and 2 salary ranges of 3% effective January 1 each year of this agreement.
3. An increase to phase 3 to 6 salary ranges of 2% ranges effective January 1 each year of this agreement.
4. Individual salary adjustment of 2% up to the maximum of the new ranges effective January 1 of each year of this agreement (retroactive adjustments for 2010 for all active employees and retirees on the date of signing based on the new ranges).
5. Individual salary adjustments of 5% (2010), 2% (2011), 2% (2012) to the FAPA rates of pay effective January 1 of each year of this agreement (retroactive adjustments for 2010 for all active employees on the date of signing based on the new ranges).
6. Memorandum of Agreement to engage in discussion on the development and implementation of a performance based pay model – see attached.
7. Adjustments to bring employees to the minimum of the applicable ranges if they fall below.

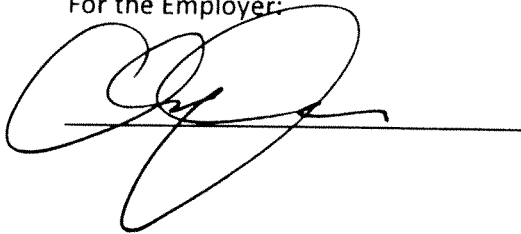
University of Regina Language

The parties agree to delete all references to the University of Regina.

Except where otherwise explicitly stated the effective date of implementation is the first day of the month following the date of ratification of this collective agreement.

The parties hereby agree that the foregoing provisions constitute a tentative agreement. The parties agree to recommend the tentative agreement to their principals and to attend to ratification thereof as soon as possible. The parties acknowledge that many of the foregoing provisions are applicable on the first day of the month following the date of ratification of this collective agreement and therefore commit their best efforts to a timely ratification process and signing.

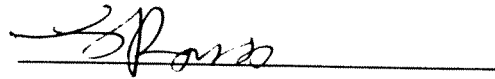
For the Employer:



CHERYL CARVER

14 APR 10

For the Union:



Glenn Ross

14 april / 2010



2010 CUPE 1975 Collective Bargaining
Employer Proposal
April 14, 2010

18.4 Personal Leave

- 18.4.1 Upon approval of the Dean, Administrative Head or designate, an employee shall be granted up to two days personal leave per year (to be deducted from the employee's sick leave accrual). **This leave is intended for situations that need to be attended to but may or may not normally be scheduled in advance. In emergent situations, the employee will inform their supervisor as soon as possible regarding the need to take such a leave. In non-emergent situations, the employee shall consult in advance with their supervisor to obtain approval.**

Article 23.5 Standby Premium

Standby duty shall mean a period where an employee is not on regular duty, but during which the employee is assigned to be on call and shall be immediately available to return to work outside of the employee's regular scheduled hours.

Employees who are designated by the employer to standby will receive one (1) hour's pay at their regular rate of pay for each eight (8) hour period or portion thereof. Where an employee on standby is called back to work the employee shall be compensated pursuant to this Article in addition to Article 23 for the actual hours worked.



Memorandum of Agreement

Between

The University of Saskatchewan

And

Canadian Union of Public Employees 1975

April 14, 2010

Pension Review

Whereas the parties to this agreement recognize the importance of ensuring the long term viability of the CUPE 1975 pension plan, we agree to proceed with discussions at the Non Academic Fringe Benefits Committee on potential transition to an affordable defined benefit plan.

The Non Academic Fringe Benefits Committee will make recommendations no later than June 30, 2012.

E&OE



Memorandum of Agreement
Between
The University of Saskatchewan
And
Canadian Union of Public Employees 1975

April 14, 2010

Compensation Review

Whereas the parties to this agreement recognize the value of an effective compensation program and hold a joint stake in its successful implementation, the parties agree to establish a joint committee to develop a performance pay system.

Implementation of the performance pay system is conditional upon agreement having been reached between the parties.

The committee will make recommendations no later than June 30, 2012.



**2010 CUPE 1975 Bargaining
Agreed to Item
March 29, 2010**

ARTICLE 1 - SCOPE

1.4.2 Non-Permanent Employees:

- (a) A Term employee is an employee who works on a full-time or part-time basis for a specific period of time or replaces a permanent employee who is absent for an extended but limited period such as a leave of absence or disability.

When an employee (except an apprentice under Article 15.4.6) has been in a term position continuously for more than thirty (30) months (forty (40) months in the case of an employee replacing an absent employee due to disability, or subsequent employees due to backfilling), that employee's status will be changed to permanent.

- (b) A Recurring Relief employee is an employee who is appointed to work that is anticipated or projected to be indefinite in duration, with hours of work that may be scheduled or flexible. Payment for Recurring Relief employees will be on an hourly basis.
- (c) A casual employee is an employee who is appointed to work that, due to its nature, cannot be scheduled, anticipated or projected, or is work of a limited duration. Payment of casual employees will be on an hourly basis.

Upon presentation of proof that a casual employee has worked more than 55 hours in a department in two consecutive months, and continues to do so, the employer will change that employee's status in compliance with the definitions in this article.

- ~~(d) A student employee is a who is student at the University who is hired to work scheduled or unscheduled hours. Hours of work may vary from day to day or week to week. Payment for student employees will be on an hourly or monthly basis.~~

1.4.3 Student Employees:

A student employee is a non-permanent employee, who is a student at the University, who is hired to work scheduled or unscheduled hours (including Casual Facilities and Program Assistants (FAPA) as per Appendix 3). Hours of work may vary from day to day or week to week. Payment for student employees will be on an hourly or monthly basis.

The following Collective Agreement provisions are applicable to Student Employees:

- Article 1 – Scope**
- Article 2 – Management**
- Article 3 – Union Recognition**
- Article 4 – Union Security**
- Article 5 – Joint Consultation**
- Article 6 – Use of Employer Premises**
- Article 7 – No Discrimination**
- Article 11 – Compensation (excluding FAPA, see Appendix 3)**
- Article 13 – Discipline**
- Article 14 – Grievance Procedure**
- Article 15 – Leave of Absence (Casual Union Leave only)**



Article 18 – Sick Leave (18.10 and 18.11 only)

Article 20 – OH&S

Article 21 – Respectful Workplace

Article 22 – Miscellaneous (excluding 22.4, 22.8, and 22.11)

Article 24 – The Agreement

***For all other terms and conditions of employment the provisions of the Labour Standards Act shall apply.**

Student employees, as defined under this Article, are considered to be “school students” within the meaning of the Minimum Wage Regulations pursuant to the Labour Standards Act.



1.4.3 Eligibility Chart

Types of Employees	Permanent Employees/ Seasonal Employees (Full ** and Part Time)	Term Employees (Full and Part Time)	Recurring-Relief Employees	Casual-Employees	Student Employees
Determination of Job Status	Appointment to permanent position (posted)	Defined term > than 4 months (posted)	Up to full-time but no specified term (posted)	Up to full-time (unanticipated) (not posted)	Up to 80 hrs/month avg + summer emp. (not posted)
Access to Restricted Competition	General seniority (start date)	General seniority (start date)	General seniority (start date)	***General seniority (start date)	***University student only
Benefit Entitlement	Full benefits pkg (.5 or more) Pro-rate for part-Time	Full benefits pkg if eligible; *LSA default Pro-rate for part-Time	*LSA benefits Pro-rate for part-time	*LSA benefits Pro-rate for part-time	n/a
Employment Security	Employment commitment & layoff rights	*LSA notice requirement	*LSA call-in and notice Requirement	*LSA call-in	*LSA call-in and notice requirement
Probation Period	4 month	4 month	4 month or equiv. hours	n/a	n/a
Assessment Period	3 month assessment period on trans/promo	3 month assessment period on trans/promo	3 month assessment period on trans/promo	n/a	n/a
Worked Hours	Scheduled	Scheduled	Scheduled/flexible	Unscheduled	Sched/unsched.
Pay Method	Monthly	Monthly	Hourly	Hourly	Hourly/monthly
Sick Leave	Accum. sick leave	Accum. sick leave	No Accum. sick leave	No Accum. Sick leave	n/a
EDO	*Yes for F/T *Consideration for P/T	*Yes for F/T -Posted Terms *Consideration for P/T	No	No	n/a
Vacation Entitlement	Vacation Accumulated (except some Seasonals)	Vacation paid out or accumulated	Vacation paid out	Vacation paid out	Vacation paid out
Shift Premium (Article 23.4)	Yes	Yes	Yes	Yes	No
Work Location	Per posting	Per posting	Same job title/family & phase in same College or Admin unit	n/a	n/a

* LSA equals Labour Standards Act

**2 days @ Xmas U of S 38 hr/wk Full Time [per Article 1.4.1(a)]

***Subject to Article 8.2

ARTICLE 8 - VACANCIES AND PROMOTION

The parties to this agreement are committed to the principles of diversity and agree to advocate for employment opportunities consistent with the representative workforce strategies of the parties.

8.1 Posting

All vacant positions, excluding positions defined under article 1.4.2(c) or ~~1.4.2(d)~~ 1.4.3 or terms of less than four months, will be posted weekly in places accessible to employees.

Such posting shall contain the following information: nature of position, qualifications, shift, and wage or salary rate or range. Such qualifications shall not be established or amended in an unreasonable manner.

Positions Vacancies in Phase 1 of all Job Families, **entry level Phase 2 positions as identified in Article 8.4**, and Apprenticeship positions will be posted as open positions available for public competition. Positions filled externally shall be filled through appointment of the most suitable applicant.

SA
Q

'APPENDIX 3'

Memorandum of Agreement

Between

The University of Saskatchewan

And

CUPE Local 1975

Re: Casual Facilities & Program Assistants (FAPA), College of Kinesiology

In consideration of the changes brought about by the opening of the Physical Activity Complex (PAC), College of Kinesiology, and the interests of the parties to address those changes in an amicable manner, and the Employer's agreement to voluntarily recognize certain casual employees being within the scope of the CUPE Local 1975 bargaining unit, and the College's desire to maintain levels of service in the PAC, the parties hereby agree to the following:

1. Those casual employees of the College of Kinesiology ~~who are not Academic Student Assistants and~~ who are primarily University of Saskatchewan students and who are performing work of the CUPE Local 1975 bargaining unit shall be members of the said bargaining unit.

2. These employees shall be known collectively as Casual Facility and Program Assistants, hereinafter referred to as Casual FAPA.

3. All Casual FAPA will be considered to be **casual student** employees as per **Article 1.4.3**. ~~Casual employee shall be defined as: an employee who is appointed to work that, due to its nature, cannot be scheduled, anticipated or projected or is work of very limited duration or is term work for a specific period of time less than four months in duration.~~

~~Payment for Casual FAPA may be on either an hourly or monthly basis. Benefits will be paid in accordance with the Labour Standards Act. Article 10 of the Collective Agreement will apply only insofar as it relates to casual employees.~~

4. In this MOA, the word 'term' shall refer to the ~~four~~ **three** academic terms which comprise an academic year at the University of Saskatchewan.

5. ~~While Casual FAPA are not Academic Student Assistants, the parties have agreed that the Academic Student Assistant rates in effect which are established by the University's Board of Governors will apply to the Casual FAPA. Those rates of pay are attached hereto at Schedule 'B'.~~

6. Casual FAPA will include the ~~classifications~~ **job titles** listed in Schedule 'B' and any other ~~classifications~~ **job titles** as may be agreed to by the parties in the future.



7. ~~The Casual FAPA rates of pay set out in Schedule 'B' will remain in effect subject to any increases to Academic Student Assistant rates made solely at the discretion of the University's Board of Governors. Should the Board of Governors establish new Academic Student Assistant rates superior to those provided in Schedule 'B', the superior rates shall become applicable to Casual FAPA on their effective date and a revised Schedule 'B' will be executed forthwith. [It is further agreed that in the event the parties negotiate FAPA rates alternative to the Academic Student Assistant rates, the negotiated rates will become the revised Schedule 'B' with an effective date determined by the parties.]~~

New language regarding salary will be finalized in upcoming compensation discussions.

8. ~~When Aquatics Instructors who have completed four (4) three (3) terms in which they work at least 35 hours per term in the classification they will be eligible to receive a swimsuit allowance. For purposes of implementation, hours worked will be credited as of the start of Term 2, 2005 W (01/01/2005).~~

The allowance will be paid once per eligible employee per calendar year provided that the requirement for minimum hours worked per term is met. The ~~four (4) three (3)~~ qualifying terms need not be consecutive.

Swimsuits must meet [reasonable] criteria established by the College. Proof of purchase must accompany all requests for payment of the allowance. The allowance will be:

- Men: \$40/calendar year
- Women: \$80/calendar year

9. Hours of work for FAPA aquatic staff in the ~~classifications~~ **job titles** of Leadership Class Instructor and Instructor will be scheduled such that 160 hours will be averaged over 4 weeks. Overtime will not apply until such time as the hours worked exceed this amount over the 4 week period. This provision applies only to those persons noted above and only in the delivery of the following Royal Lifesaving Society or Red Cross programs:

- Water Safety Instruction
- National Life Guard Service
- Aquatics Emergency Care/CPR
- Life Saving Instructor
- Other programs as mutually agreed

Although time off is provided for breaks, lunch and dinner, staff will continue to receive regular pay through any break time as well.

Paragraph 9 will be considered to comply with *The Labour Standards Act*.



Schedule "A"

**Casual Facilities and Program Assistants
Applicable Provisions of the U of S – CUPE Local 1975 Collective Agreement**

For a list of applicable provision see Article 1.4.3, Student Employees.

NOTE: Articles applicable to the University of Regina shall not have any application in this MOU whatsoever.

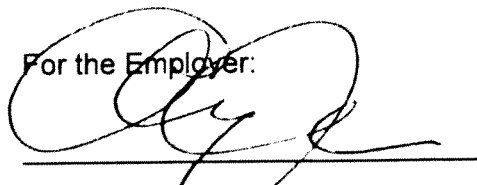
- Article 1 — Scope
- Article 2 — Management
- Article 3 — Union Recognition
- Article 4 — Union Security
- Article 5 — Joint Consultation
- Article 6 — Use of Employer Premises
- Article 7 — No Discrimination
- Article 10 — Seniority (only insofar as it refers to Casual employees)
- Article 13 — Discipline
- Article 14 — Grievance Procedure
- Article 15 — Leave of Absence (Casual Union Leave only)
- Article 16 — Holidays (only insofar as it refers to Casual Employees)
- Article 18 — Sick Leave (18.10 and 18.12 only)
- Article 20 — OH&S (excluding 20.7.1)
- Article 21 — Respectful Workplace
- Article 22 — Miscellaneous (excluding 22.4 and 22.8)

**Schedule "B"
RATES OF PAY**

**UNIVERSITY OF SASKATCHEWAN
FACILITIES AND PROGRAM ASSISTANTS (FAPA)**

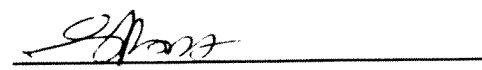
*Schedule "B" will be finalized in upcoming compensation discussions

For the Employer:



29 MAR 10

For the Union:



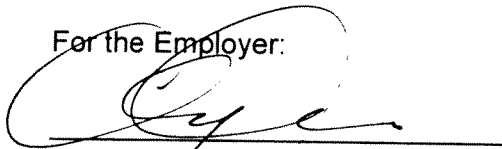
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2010 CUPE 1975 Collective Bargaining
Agreed to Item
February 24, 2010

6.1 Union Office Space

The Employer agrees to provide the Union with reasonable office space on the premises. However, the Employer reserves the right, in the event of a work stoppage, to require the Union to vacate such premises on campus within twenty-four hours. **In that event, the Employer agrees to provide the Union with reasonable access to the University premises to provide appropriate representation to those working pursuant to the Essential Services Agreement.** The Union shall return to its former premises immediately after the work stoppage is over. The privacy of Union information will be closely maintained and the Union will be able to arrange access to its former premises for the purpose of removing its property by contacting Human Resources.

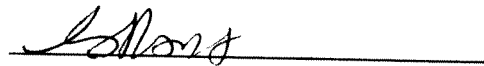
For the Employer:



CHERYL CARVER

26 FEB 10

For the Union:



Glenn Ross

Feb 26, 2010

2010 CUPE 1975 Bargaining
Agreed to Item
March 29, 2010

Article 8.1 Posting

All vacant positions, excluding positions defined under article 1.4.2(c) or 1.4.2(d) or terms of less than four months will be posted weekly in places accessible to employees.


Such posting shall contain the following information: nature of position, qualifications, shift, and wage or salary rate or range. Such qualifications shall not be established or amended in an unreasonable manner.

Positions Vacancies in Phase 1 of all Job Families, and apprenticeship positions and vacancies in entry level phase 2 positions identified in Article 8.4 will be posted as open positions available for public competition. Positions filled externally shall be filled through appointment of the most suitable applicant.

Article 8.4 Basis for Selection – Amended since agreed to on March 3, 2010


Vacancies in Phase 1 of all Job Families, and apprenticeship positions and vacancies in the following entry level phase 2 positions will be filled on the basis of the skill, ability and qualifications of the applicants: **Technician, Utility Labourer, Facilities Attendant, Copy Centre Operator, Library Assistant, Storekeeper, and Cashier.** Where these factors are relatively equal, the Employer will select the most senior applicant.

For the Employer:



ZG MARIO

For the Union:



march 29/10

**2010 CUPE 1975 Bargaining
Agreed to Item
March 3, 2010**

8.2 Bidding on Vacant Positions

Permanent, term and recurring relief employees (see Article 1.4) have bidding rights.

Such employees may bid on posted positions by completing an "application for transfer" and accompanying it with a resume and submitting it to Human Resources within seven days of the date the position is posted.

The Union will be provided with copies of all applications for transfer.

Restricted competitions will not be advertised off campus until after the expiration of the seven-day period. By mutual agreement, positions may be advertised externally simultaneously with internal postings, however, internal applicants will be given first consideration.

Employees on vacation, or approved leaves of absence, may apply by proxy by having their Shop Steward or fellow employee submit an application on their behalf. ~~Assuming that consideration of the application will not result in a delay in filling the position, this application for transfer will be given the same consideration as any other legitimate application for transfer.~~ **The application for transfer will be given the same consideration as other applications assuming that selection will not be unreasonably delayed.** Information will be included on the application for transfer as to where the employee may be contacted to arrange for an interview. The Employer will not be responsible for any costs incurred in any employee's efforts to comply with this clause.

8.3 Notice of Results

The Employer agrees to make every effort to fill positions and notify applicants as expeditiously as possible following the posting period.

Employees applying for transfer will be advised in writing of the result of their applications by the Employer, within seven days after the vacancy is filled, or the competition cancelled.

Unsuccessful applicants may contact the hiring manager to receive feedback on their non-selection.

8.4 Basis for Selection

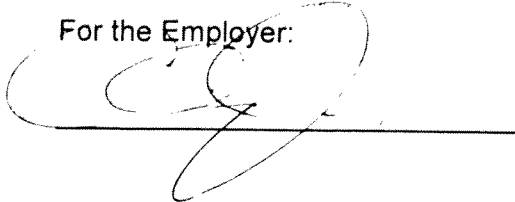
Vacancies in Phase 1 of all Job Families and apprenticeship positions and **vacancies in the following entry level phase 2 positions** will be filled on the basis of the skill, ability and qualifications of the applicants: **Animal Technician, Technician, Field Labourer, Stockperson, Utility Labourer, Facilities Attendant, Copy Centre Operator, Library Assistant, Storekeeper, Cashier (Food Services), Technician.** Where these factors are relatively equal, the Employer will select the most senior applicant.

All other vacancies ~~Vacancies in Phases 2, 3, 4, 5 and 6 in all Job Families~~ shall be filled through appointment on the basis of greatest seniority, required qualifications and efficiency demonstrated in the applicant's current or previous position(s) with the Employer. Efficiency demonstrated shall be as documented in the employee's file. An employee shall be deemed as demonstrating satisfactory performance if there is no documentation to indicate otherwise.

If there is not a qualified internal applicant, the Employer will consider, on the same basis as outlined above, the applications of employees who are close to

possessing the required qualifications before considering any external candidate. If an appointment is made of an applicant who does not possess the required qualification(s) of the position, the Employer may, as a condition of appointment, require that the applicant obtain the qualification(s) within a specific time limit.

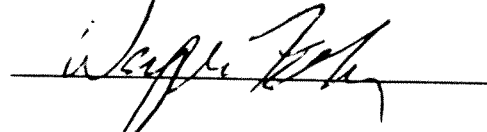
For the Employer:



CHERYL CARTER

03 MAR 10

For the Union:



WAYNE FOLEY

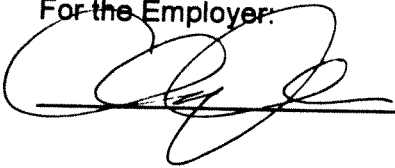
3 MAR 10

2010 CUPE 1975 Bargaining
Agreed to Item
March 5, 2010

10.2 Transfer of Employment

An employee from the bargaining unit at ~~one~~ the University of Regina who obtains a position in the bargaining unit at the ~~other~~ University of Saskatchewan within thirty days of leaving the previous bargaining unit shall, at the date of commencing the latter employment, be credited with the total seniority with which the employee was credited in the previous bargaining unit. ~~(The employee also shall have the right upon written request, to have transferred accumulated vacation leave, providing that it has not already been paid out, and sick leave credits).~~

For the Employer:



CHERYL CARVER

05 MAR 10

For the Union:



Glenn Ross

march 5, 2010

**2010 CUPE 1975 Collective Bargaining
Agreed to Item
February 26, 2010**

10.3 Loss of Seniority

An employee shall not lose seniority rights if absent from work because of sickness, accident, or leave of absence approved by the Employer.

An employee shall lose seniority rights in the event of:

10.3.1 Discharge without reinstatement;

10.3.2 Resignation from the University effective from the date of termination. An employee may withdraw a resignation up to the end of the working day following the day the resignation is submitted;

10.3.3 Failure to ~~return to work~~ **respond** within eight calendar days following a recall and after ~~being notified by registered mail or other appropriate notification to do so,~~ **receipt of notification of an offer of a position under placement (Article 12.1.5.1) or placement and bumping (Article 12.1.5.2), or response to seasonal recall (Article 12.2.3) except when prevented from informing the Employer due to illness unless through sickness or other just cause.**

An employee **who is offered** ~~recalled for~~ casual work or employment of short duration **during the layoff period when the employee** is at a time when employed elsewhere shall not lose **seasonal recall, placement or bumping (if elected) rights** for refusal to return to work, **and the refusal will not count as one of the employee's two opportunities under placement or bumping (if elected).** If an employee is not returning to work that employee shall so notify the Employer and the Union in writing as soon as possible;

It shall be the responsibility of the employee to keep the employer informed of the employee's current address **and contact information.**

10.3.4 **Failure to report to work on the date and at the time specified in an accepted placement offer per Article 12.1.5.1 or placement and bumping offer per Article 12.1.5.2, except when prevented from informing the Employer due to illness or other just cause;**

10.3.45 Retirement effective the date of retirement;

10.3.56 Layoff for a period exceeding twelve months;

10.3.67 A break in employment in excess of sixty (60) days for non-permanent employees.

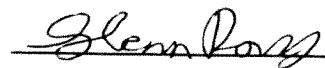
For the Employer:



CHERYL CARVER

26 FEB 10

For the Union:



GLENN ROSS

Feb 26, 2010

**2010 CUPE 1975 Collective Bargaining
Agreed to Item
February 26, 2010**

ARTICLE 12 - LAYOFF AND RECALL

12.1 Layoff Due to Change in or Reduction of Programs or Services

12.1.1 General

Should any permanent position be eliminated because of financial reasons or because of the amalgamation, consolidation or elimination of departments or work units, the affected permanent incumbent will be dealt with in the following manner.

12.1.2 Notice of Layoff

Permanent employees, if their positions are to be eliminated, will be given as much written notice as possible and as required by law, but in no case less than thirty days, with a copy to the Union. If notice is not given as required, employees will receive pay in lieu, prorated.

~~Prior to reaching the midpoint of an employee's notice period, the employee shall provide Human Resources with a written statement indicating whether or not the employee wishes to bump at the end of the notice period.~~

For an employee in a term position of indefinite length, the notice period, for the purpose of Article 12.1.2 only, will be deemed to commence with the notice of a specific termination date in that position.

~~12.1.2.1 Assisted Early Retirement - University of Regina Language Only~~

12.1.3 Options Available to Laid Off Employee

An employee who has received notice that their position has been eliminated shall have the right to elect one of the following options:

- (a) Termination and Severance, Article 12.1.4; or
- (b) Continue Employment at the University
 - (i) Placement, Article 12.1.5.1; or
 - (ii) Placement and Bumping, Article 12.1.5.2

Where an employee has not been successful in achieving a new position in placement and bumping (if elected) by the end of the notice period, the employee will be placed on layoff. While on layoff an employee shall continue to be eligible for placement, Article 12.1.5.1 and placement and bumping (if elected), Article 12.1.5.2. The employee will be terminated after being laid off for twelve (12) continuous months.

12.1.4 If an employee elects to terminate employment:

12.1.4.1 Termination and Severance

Within fourteen calendar days of a written notice of Permanent (not term) position being eliminated, an employee who signs an agreement to terminate employment will be entitled to severance pay of two weeks' pay at the employee's current rate of pay for every year or partial year of service to a maximum of fifteen months' pay. The payment will be calculated to the date the employee leaves the Permanent position and

made on the date the employee leaves the Permanent position or a succeeding term position, whichever is later. This fourteen day period may be extended by the Employer for good and sufficient reason.

Upon receipt of the severance payment, ~~an~~ The employee will be terminated and will forgo any further rights under the Collective Agreement, such as seniority, layoff and placement rights.

12.1.5 If an employee elects to continue employment:

- (a) The employee will be eligible for placement while in the notice and layoff periods, Article 12.1.5.1; or
- (b) The employee will be eligible for placement and bumping (if elected) ~~(optional process)~~ while in the notice and layoff periods, Article 12.1.5.2

An employee will have two opportunities for placement and two opportunities for bumping (if elected). ~~both bumping and placement.~~ In all cases of placement and bumping, employees must meet the required qualifications. Employees will be given up to three months to demonstrate their ability to perform duties and responsibilities consistent with Article 9.3 (Assessment Period). An employee who declines the first offer of placement or bumping (if elected), fails to perform satisfactorily, or is dissatisfied in the first position into which that employee has moved, may exercise any remaining opportunities ~~options~~ available under placement and bumping.

~~12.1.4~~ **12.1.5.1 Placement**

(1) Requirements and Conditions

An employee will be eligible to be placed into a vacant position throughout the notice and layoff periods. ~~During or at the termination of the notice period~~ Considering positions on a bargaining unit wide basis, the employee may be placed, without bidding, in another vacant position with the same job title in the same family and phase or a lower phase. With the agreement of the employee and the Union, the employee may be placed in a position with a different job title in the same phase or lower phase. Employees shall be given preferential treatment in placement, according to bargaining unit wide seniority.

Should the placement be in a term position, the employee will be deemed to be in a notice period. Should an appropriate permanent position not be obtained during the course of a term position, at the end of the term position, the employee will be laid off.

~~12.1.10~~ **Assessment Period on Placement, Bumping and Recall**

~~Employees will be given up to three months to demonstrate their ability to perform duties and responsibilities consistent with Article 9.3 (Assessment Period). An employee who fails to perform satisfactorily or who is dissatisfied in the first position into which that employee has moved, will be given only one further opportunity within that procedure.~~

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(2) Status During Placement in a Non-Permanent Position

A permanent employee who accepts a non-permanent position as outlined in this article will retain all rights of permanent employee status until an appropriate permanent position is obtained.

Any placed employee who does not complete the assessment period or whose term appointment ends will be laid off and, if the employee was laid off prior to placement, resume the layoff period at the point at which the employee was immediately prior to placement.

~~12.1.512.1.5.2~~ Placement and Bumping (~~Optional Process~~)

(1) Requirements and Conditions

In addition to placement rights under Article 12.1.5.1 an employee *may* elect to bump an employee with less bargaining unit wide seniority. The employee shall provide Human Resources with a written statement indicating whether or not the employee wishes to bump within fourteen calendar days of receiving notice of layoff.

(2) All bumps are made according to the following provisions:

(a) Permanent positions will be considered for bumping on a **campus wide basis**.

(b) Positions will be considered in the following order for the bumping employee:

- (i) First, into the employee's own position title (same Job Family and Phase).
- (ii) Second, into any position title (same Job Family and Phase).
- (iii) Third, ~~campus-wide~~, any other position title in the same or lower phase.

(b) The bumping employee must possess the requirements for the position into which the employee is bumping, as indicated on the immediately prior posting for the position, except where the Employer can demonstrate that there has been a bona fide change in the requirements for the position.

(c) The bumping employee starts at 2(a) above, with the position occupied by the employee with the least bargaining unit wide seniority, then the position occupied by the employee with the second least bargaining unit wide seniority and so on. When the bumping employee does not have the required qualifications for any positions in 2(a), the bumping employee moves on to consider positions in 2(b), again beginning with the position occupied by the person with the least bargaining unit wide seniority, and continuing in a similar way to 2(c). This consideration continues until the bumping employee can be ~~placed~~ bumped into a position.

(d) The bumping employee must accept the first position in the above order for which the employee possesses the required qualifications. However, if the employee refuses this job, they may so indicate in writing to Human Resources. This will then constitute the employee's first bump and they will move directly to their second opportunity to bump.

~~Employees who bump will be given up to three months to demonstrate their ability to perform the duties and responsibilities. An employee who fails to~~

~~perform satisfactorily or is dissatisfied in the first position into which that employee bumps, will be given a second opportunity to bump.~~

- (3) An employee who is bumped shall immediately have access to the provisions of this article except that the requirement for notice (Article 12.1.2) will not apply. If there is advance notice of a bump occurring, the affected employee shall be dealt with in accordance with Article 12.1.3, to the extent that time and opportunity permit, and all subsequent clauses in this article shall apply.

Notwithstanding all of the provisions of Article 12.1.5.2, the Employer and the Union may agree on another arrangement for a bumping situation.

~~12.1.6 An employee who has not been placed in another position and: (1) cannot or chooses not to bump, or (2) has not performed satisfactorily in a second position into which the employee bumped, will be laid off.~~

12.1.6 Offer of Placement or Bumping

An employee placed or bumped (if elected) into a position other than the employee's former position will be offered the salary closest to the employee's former salary. An employee will be placed in a higher paid position phase only by mutual agreement between the parties. An employee cannot bump into a position in a higher phase.

Upon receipt of notification, the employee will be given eight (8) days in which to respond to an opportunity or an offer of placement or bumping (if elected). The Union will be notified of formal offers of positions to employees pursuant to this Article.

Except when prevented from informing the Employer, due to illness or other just cause, ~~in any of the following circumstances~~ an employee will be deemed to have voluntarily left the service of the Employer and their employment shall be terminated if:

- (a) the employee is offered a position under placement (Article 12.1.5.1) or bumping (Article 12.1.5.2) and fails to respond within eight (8) days indicating intention to accept or not to accept the position offered; or
- (b) the employee has agreed to accept an offer of a position a under placement (Article 12.1.5.1) or bumping (Article 12.1.5.2) and then fails to report to work on the date and at the time specified.

~~unless such is prevented by circumstances beyond the employee's control.~~

12.1.7 Benefits During Layoff

At the end of the notice period, an employee laid off under Article 12.1 will be considered to be on leave of absence without pay. Benefits will be available as per Article 19.14.

12.1.8 Training

The Union and employer will discuss training needs on a case by case basis.

12.1.7 Recall

~~Before a vacancy is posted, the Employer and the Union shall consult in good faith as to whether any laid off employee should be recalled to that position. Recall will then be in order of seniority for work the employee is qualified to perform. An employee recalled to a position other than the employee's former position will be offered the salary closest to the employee's former salary. An employee will be recalled to a higher paid position only by mutual agreement between the parties.~~

~~Recall to a term position will be considered, provided there is agreement of the employee and the Employer. Any recalled employee who does not complete the assessment period or whose term appointment ends will revert to layoff and resume the layoff period at that point immediately prior to recall.~~

12.1.8 Notice of Recall

~~A written notice of recall will be forwarded via registered mail to the last known address of the employee, or handed directly to the employee. A copy of the notice will be sent to the Union. The employee will be given eight days in which to respond.~~

12.1.9 Response to Recall

~~A laid off employee has the right to refuse any recall to a position outside the employee's own job title at the time of layoff.~~

~~An employee in any of the following circumstances will be deemed to have voluntarily left the service of the Employer and the employment shall be terminated:~~

~~The employee is recalled and fails to respond indicating intention to accept or not to accept the position offered;~~

~~The employee has agreed to accept a recall and then fails to return to work on the date and at the time specified unless such is prevented by circumstances beyond the employee's control.~~

12.1.10 Assessment Period on Placement, Bumping and Recall

~~Employees will be given up to three months to demonstrate their ability to perform duties and responsibilities consistent with Article 9.3 (Assessment Period). An employee who fails to perform satisfactorily or who is dissatisfied in the first position into which that employee has moved, will be given only one further opportunity within that procedure.~~

12.1.11 Status During Placement in or Recall to a Non-Permanent Position

~~A permanent employee who accepts a non permanent position as outlined in this article will retain all rights of permanent employee status until an appropriate permanent position is obtained.~~

~~Any placed or recalled employee who does not complete the assessment period or whose term appointment ends will revert to layoff and resume the layoff period at the point at which the employee was immediately prior to placement or recall.~~

12.1.12 Benefits During Layoff

SR

~~An employee laid off under Article 12.1 will be considered to be on leave of absence without pay. Benefits will be available as per Article 19.6 (University of Regina) and Article 19.14 (University of Saskatchewan).~~

12.1.13 Termination

~~When an employee has been laid off for a continuous period of twelve months, employment will be considered terminated.~~

12.2 Normal Seasonal Layoff and Recall

12.2.1 Layoff

An employee, as defined in Article 1.4.1(c), may be laid off from time to time in accordance with fluctuations in the work requirements with an expectation of recall. Such employees will be given ten days' notice in writing, and will be retained in order of seniority in their department, within the same job title, within the same job family and the same or lower phase, provided they have the required qualifications.

Employees may be retained on a day-to-day basis beyond the notice period, depending upon the work available. Such further employment shall continue to be on a seasonal basis for purposes of benefits, provided there is no break in service. However, work provided to an employee beyond the layoff date indicated in the layoff notice may be refused by the employee until such time as formal notice of recall has been issued.

It is hereby agreed that the application of this clause is not intended to allow employees in seasonal summer positions to take jobs of employees in seasonal winter positions and vice versa. In a similar manner, an employee cannot take the job of a term employee hired specifically to replace a seasonal employee who normally works the opposite season.

12.2.2 Recall

Seasonal employees will be recalled to work in order of seniority provided they have the required qualifications for the work that is available within the department. Seasonal employees while on normal layoff may exercise their seniority for any casual and term employment within the same job title and within the same department, within the same job family and phase, for which they have the required qualifications. A written notice to return to work will be forwarded via registered mail to the last-known address of the employee or given directly to the employee. A copy of the notice will be given to the Union.

12.2.3 Response to Recall

Except when prevented due to illness or other just cause, if an employee, following a recall, **who fails to inform the Employer without good cause, to advise the Employer** within eight days of notice of return to work of the employee's intention to return to work, or fails to report for work on the date at the time specified in the notice to return, the employee shall be deemed to have voluntarily left the service of the Employer and employment shall be terminated.



12.3 Technological Change

The parties recognize that the universities and their employees are affected by the rapid expansion of knowledge and the constant modification of technology. This may require employees to modify their job knowledge and skills from time to time.

12.3.1 Reduction in Work Force

If the work force is reduced due to technological change and employees whose jobs are being eliminated are not entitled to the rights and benefits conferred by Saskatchewan legislation, they will be entitled to the benefits outlined in 12.1 and 12.3.3.

If any permanent employee's job is eliminated because of technological change, the affected employee will be given three months' notice in writing. In addition, Human Resources, when it becomes aware that any employee's position will be eliminated because of technological change, will notify the Union and consultation will be initiated. (See 12.3.2)

12.3.2 Consultation

In an attempt to keep employees apprised of current and anticipated modifications to the day-to-day work techniques of various occupations of employees, the Employer and the Union agree to meet from time to time as necessary. In addition, when Human Resources becomes aware of impending significant technological change at the Employer, it will undertake to call such a meeting.

In cases of technological change which directly affects conditions of employment, the Employer and the Union agree to enter into consultation at the request of either party.

Consultation may include such things as: the nature of change to be introduced; timing of such; reassignment of duties; effects on terms and conditions of employment; plans for retraining relative to existing employees adapting to new equipment or work methods; establishment of a rate of pay to be provided during training and arrangements for the costs of materials and/or tuition; arrangements for assessment of an employee's suitability for training and arrangements for periodic assessment of an employee's progress while in training.

Where permanent positions are being abolished, such consultation may be to consider training and/or redeployment.

Such training may be for an existing position on campus or may only be intended to supplement an employee's skills. Where retraining and/or redeployment does not take place, then the provisions of Article 12 will apply.

12.3.3 Severance Pay

An employee who loses seniority rights (Article 10.3.5) or who terminates employment will receive pay on the basis of two weeks' pay at the employee's current salary for every year or portion of a year's service.

12.3.4 Other Applicable Clauses


In the event that a permanent employee's position is eliminated due to technological change all the provisions of the clauses in 12.1 apply.



12.4 Grievances Concerning This Article

Grievances concerning this article shall be initiated within thirty days of the commencement of a layoff or the notice of recall, at the first stage of the grievance procedure, and directed to Human Resources.


For the Employer:



CHERYL CARVER

26 FEB 10

For the Union:



Glenn Ross

Feb 26/2010

**2009/2010 CUPE 1975 Collective Bargaining
University of Saskatchewan Proposal
February 1, 2010**

13.1 Non-disciplinary Coaching

The employer encourages the concept of non-disciplinary coaching. Coaching will be given verbally and/ or in writing to clarify expectations and provide guidance to assist the employee in addressing performance concerns. A reasonable timeframe will be given to the employee to correct poor performance and appropriate follow up on progress will be provided. Written counseling will be removed from the employee's file after one year.

13.2 Due Process

An employee ~~accused of misconduct~~ will have the protection of due process provided in this collective agreement ~~until such alleged misconduct is determined~~. In the case of ~~discharge or discipline~~ all cases of discipline, the burden of proof of just cause shall rest with the employer. Evidence presented shall pertain only to the grounds stated in the ~~discharge or discipline notice~~ letter of discipline to the employee.

13.3 Disciplinary Actions and Process

Discipline shall be administered in a timely and respectful fashion. An employee may respond in writing to the discipline, and such response will become part of the employee's record. Any discipline being issued will be given in the presence of union representation. If the Union considers the action unjustified, it shall have, from the date the discipline is given, thirty days in which to file a grievance.

13.4 Progressive Discipline

The Employer endorses the concept of progressive discipline in situations of poor performance. However, the Employer reserves the right to use any disciplinary action deemed appropriate, regardless of the order of the following clauses.

13.5 Verbal Warning

A verbal warning given to an employee by the Employer will include reasons for the warning, expectations for future performance and consequences of progressive discipline.

13.6 Written Reprimand

A written reprimand given to an employee by the Employer will include reasons for the reprimand, expectations for future performance and consequences of progressive discipline, with copies forwarded to the Union and Human Resources within ten working days.

~~If an employee is formally reprimanded concerning unacceptable conduct or performance, it will be done with the Shop Steward present. When a disciplinary~~

~~meeting has occurred, a written notice including particulars of the work performance or behaviour which led to such dissatisfaction shall within ten working days of the reprimand be forwarded to the employee, with copies to the Union and Human Resources.~~

If the employee is unavailable for this disciplinary meeting, the Employer will notify the employee and the Union of the reprimand in writing.

Reprimands issued in accordance with Article 13.6 will be removed from the employee's file after two years of subsequent active employment during which no disciplinary action is taken.

~~If neither of these procedures has been followed, the reprimand may not be used against the employee in a warning or dismissal procedure. An employee may respond in writing to the reprimand, and such response will become part of the employee's record. Reprimands issued in accordance with Article 13.3 will be removed from the employee's file after two years of subsequent active employment during which no formal disciplinary action is taken.~~

After one year, an employee and/ or the Union may request in writing that a reprimand be removed from the employee's file before the expiration of the two year period. The outcome of the review will be relayed to the employee in writing.

13.4 Written Warning

~~An employee whose services are unsatisfactory, shall be given written warning in the presence of the Shop Steward and the Chair of the Grievance Committee and a copy of the written warning will be forwarded to the Union.~~

~~If the employee is unavailable for this disciplinary meeting, the Employer will notify the employee and the Union of the written warning in writing.~~

~~The Union will be notified of the issuing of a written warning forty eight hours (two working days) in advance of the warning being given to the employee. From the date the written warning is given, the employee shall be given a period of thirty calendar days in which to achieve a satisfactory standard. The Union has the right to investigate from the date this warning is given. From the expiration of the thirty day period, the Employer shall have seven calendar days in which to consider the employee's standard of performance during the trial period. The employee shall, within the seven day period, receive notice in writing, with a copy to the Union, that either (a) the employee's services during the thirty day period were considered satisfactory, or (b) that the employee's performance was considered unsatisfactory and that the employee is suspended.~~

~~From the date an employee is suspended, seven calendar days shall be allowed for Union investigation. Upon the expiration of seven days, the suspension will become a dismissal unless a grievance is filed by the Union. If the grievance is upheld or the written warning is withdrawn, the employee will be reinstated and will suffer no loss of pay for the period suspended and the written warning will be removed from the employee's file. A written warning and related follow up issued in accordance with this clause will be removed from the employee's file after four years of subsequent active employment during which no formal disciplinary action is taken.~~

~~13.5~~ 13.7 Suspension

The Employer reserves the right to suspend an employee for just cause, for a period of up to ~~one month~~ **two weeks**. A Shop Steward or other Union representative shall be present when the employee is notified of the suspension. Confirmation of the action taken by the Employer will be conveyed to the employee in writing by Human Resources as soon as possible, with a copy of the letter to the Union. If the Union considers the action unjustified, it shall have, from the date the suspension begins or the notice is received by the Union, whichever is later, fourteen days in which to file a grievance.

A suspension given to an employee by the Employer will include reasons for the suspension, expectations for future performance and consequences of progressive discipline, with copies forwarded to the Union and Human Resources within ten working days.

If the employee is unavailable for this disciplinary meeting, the Employer will notify the employee and the Union of the suspension in writing.

~~Letters~~ **Suspensions issued in accordance with Article 13.7** will be removed from the employee's file after ~~four~~ **three** years of subsequent active employment during which no formal disciplinary action is taken.

After two years, an employee and/ or the Union may request in writing that a suspension be removed from the employee's file before the expiration of the three year period. The outcome of the review will be relayed to the employee in writing.

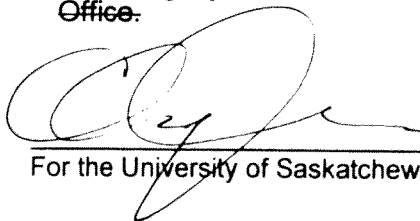
~~13.6~~ 13.8 Dismissal

~~The Employer reserves the right to dismiss any employee for just cause. A Shop Steward or other Union representative shall be present when the employee is notified of the dismissal. The employee shall be suspended for seven calendar days during which time the Union shall have an opportunity to investigate the circumstances and state its case.~~

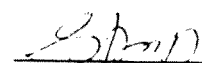
Where an employee is dismissed the Employer will provide written reasons to the employee, with copies forwarded to the Union and Human Resources within ten working days.

If the employee is unavailable for this disciplinary meeting, the Employer will notify the employee and the Union of the dismissal in writing.

~~On request, the Union will be given an additional period of seven calendar days for investigation purposes. Unless a grievance is presented to the Employer within the seven or fourteen day period, the employee will be dismissed. If no just cause has been proved, the employee shall be reinstated without loss of pay. Confirmation of the action taken by the Employer will be conveyed to the employee in writing by Human Resources. A copy of the letter will be sent to the Union Office.~~



For the University of Saskatchewan



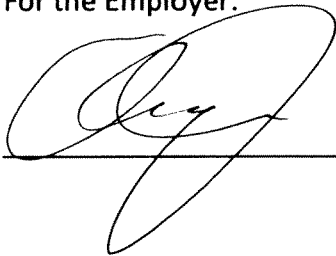
For CUPE 1975

Agreed to Items – February 1, 2010

14.6 Stage 1

- 14.6.1 The Union shall refer written grievances to the appropriate Dean, Administrative Head or designate with a copy to Human Resources within thirty (30) days of when the grievor or the Union knew or reasonably ought to have known of the alleged infraction, except as provided for in Article 13. ~~Grievances submitted outside this time limit shall not be accepted.~~

For the Employer:



For the Union:



**2010 CUPE 1975 Collective Bargaining
Agreed to Item
February 24, 2010**

ARTICLE 15 - LEAVES OF ABSENCE

15.1 Union Leave

15.1.1 Leave for Joint Union-Management Meetings

The Employer agrees that members representing CUPE Local 1975 will be granted leave with pay for attending meetings of the following joint committees where applicable:

Joint Consultative Committee
Education Advisory Committee
Grievance meetings with Employer representatives
(includes union representatives and grievor pursuant to Article 14)
Joint Occupational Health and Safety meetings
Non-academic Benefits Committee
Negotiating Committee Meeting with Employer representatives
Parking Committee
Employee Assistance Board & Committee and other joint union management committees

Such leaves may affect Employer operations and, therefore, the participant will notify the supervisor or director in advance.

The Employer will provide reimbursement, up to a combined total of \$20,000 annually, to Departments as designated by the union, for employees who are required to attend joint Union-Management meetings as noted above. The Union will advise the Employer, in writing, of the amount of the payments and the departments to which they should be directed.

15.1.2 Casual Union Leave

The Employer agrees that leave of absence with pay and benefits (subject to the Union providing full funding to the Employer) shall be given to any designated employee(s) for union business, such leave of absence to be granted for a period not exceeding six months as the union requests in writing. Requests for such leave shall be made in writing. A response to the request will be conveyed within 48 hours of receipt, except in the case of leave for one week or longer, in which case a response will be conveyed within seven working days of when the written request has been received by the head of the department.

An employee on such leave shall return to the former position and salary, subject to any general increases.

15.1.3 Leave to Hold Full Time Union Position

15.1.3.1 Elected Position

An employee shall, upon application at least thirty (30) days in advance (more where possible), be granted leave of absence without pay to hold a full-time elected Union office. The leave may be extended as long as the employee holds that position, and with the provision that the employee gives thirty (30) days notice of return to work.

CR

15.1.3.2 Selected Position

An employee who is selected for a full-time union position shall, upon application at least thirty (30) days in advance (more where possible), be granted leave of absence without pay for a period of up to one year. With the mutual agreement of the union and the employer, the leave may be extended by giving at least thirty (30) days notice.

15.1.4 Leave for CUPE Local 1975 Officer (s)

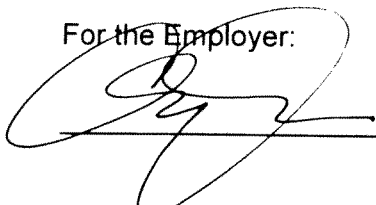
The Employer will grant leave with pay for up to one (1) FTE for an officer (s) who has been elected or appointed by CUPE Local 1975 for the purposes of resolving difficulties and promoting harmonious relationships, including activities outlined in Article 15.1.1. The leave may be allocated at the discretion of the Union at either two (2) one-half (1/2) FTE or one (1) FTE. The Union will notify the Employer not later than December 1 in each year with the details of the allocation of the leave (s) as specified above. There shall not be any loss of salary or benefits to the officer (s). The Union shall advise the Employer of the time and the amount to be charged to the Union for duties performed solely for the purpose of Union business.

MEMORANDUM OF AGREEMENT
University of Saskatchewan

Salary Reimbursement for Union Management Meetings

~~The University of Saskatchewan will provide reimbursement, up to a combined total of \$20,000 annually, to Departments as designated by the union, for employees who are required to attend joint Union Management meetings. The Union will advise the Employer, in writing, of the amount of the payments and the departments to which they should be directed. Reference Article 15.1.1 for the types of joint business that would be covered by this Memorandum of Agreement.~~

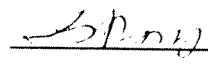
For the Employer:



CHERYL CARVER

FEB 24, 2010

For the Union:



GLENN ROSS

FEB 24, 2010

2010 CUPE 1975 Collective Bargaining
Employer Proposal
March 29, 2010

Article 15.4.2 University of Saskatchewan - Employee Development

To assist and encourage employees to increase or upgrade their skills, thereby increasing their career options, the U of S will provide an Employee Development Fund capped at ~~\$100,000~~ **\$60,000** annually effective ~~January 1, 2006~~ **May 1 annually**. ~~The fund will be divided with 75% of the fund dedicated to career development and 25% of the fund dedicated to personal/self development.~~ Permanent employees with more than one year of continuous service will be eligible to apply to the fund for career development employment related opportunities:

- Tuition refund for courses at a recognized technical institute or via correspondence
- Tuition waiver (maximum of 6 credit units per fiscal year) for U of S credit courses
- Refund of actual expenses for course materials and textbooks

All reimbursements/waivers will be conditional upon successful completion of the course(s) undertaken. Career related approvals of applications will be made by the employee's Dean, Administrative Head or designate.

~~Personal/self development opportunities will be approved by Human Resources. Applications will be processed in the order of their receipt by the Fund Administrator and reviewed with the union annually.~~

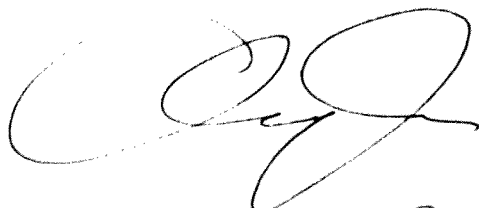
The Employer reserves the right to suspend applications in a year once the Fund is fully subscribed.


Additionally, an employee may apply to their Dean, Administrative Head or designate for paid leave to attend certain courses at the U of S, a recognized technical institute or by correspondence. Approval will be at the discretion of the Dean, Administrative Head or designate and will be subject to the operational requirements of the college, Department or unit.

Article 19.10 Benefit Plans

All members shall enroll in employee benefit plans for which they are eligible according to the terms of those plans. Detailed information concerning the following benefit plans will be provided by the Human Resources Division and updated regularly:

- Group Life Insurance Plan
- Dental Plan
- Short Term Disability Plan
- Extended Health Care Plan
- **Flexible Spending Program (One hundred dollars)**


29 MARCH


MARCH 29/10

**2010 CUPE 1975 Collective Bargaining
Employer Proposal
April 12, 2010**

18.9 Compensation from a Third Party

~~When an employee is involved in an accident or any other action that involves the possibility of reimbursement for time away from work, the employee shall immediately contact Human Resources to advise of the facts.~~

~~When an employee is compensated by a third party for loss of salary due to complete or partial disability resulting from sickness or accident, the Employer will pay the difference between the employee's regular monthly pay and the payment, computed on a monthly basis, made by the third party during the period of disability or until the employee's accumulated sick leave has been used up. The reduction of accumulated sick leave in such cases will be made according to the following formula:~~

~~Reduction of sick leave
(working days)~~

~~Employer supplement
to compensation~~

~~Period of disability
(working days)~~

~~Regular monthly
salary~~

When an employee is involved in an accident away from work or any other action that involves the possibility of reimbursement for lost wages or damages from a third party (including no fault, package policy, tort, etc.), the employee shall, as soon as possible, notify the Health and Wellness Resource Centre to advise of the injury.

The Employee shall provide documentation outlining the amount of compensation received from a third party and shall turn over, or cause to be turned over to the Employer, any monies paid to them by a third party as a result of a claim for lost wages and Employer benefit plan costs. A percentage of sick leave will be reinstated upon payment of these monies to the Employer.

It is understood and agreed that the amount an employee is required to repay to the Employer for a claim of lost wages shall be net of verified expenses incurred by the employee to recover that claim.

If an employee does not comply with the provisions of this Article, the Employer will cease payment of any further sick leave benefits. Further, the Employer will recover the repayment of lost wages from the employee's salary upon the employee's return to work or, if the employee does not or is unable to return to work under any circumstances, the Employer will recover the repayment of lost wages from any monies owing to the employee for salary, vacation, overtime, or unused leave.

April 13/2010

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18.10 Workplace Injury

~~Notwithstanding the foregoing, where an employee is eligible for a claim for benefits from Workers' Compensation, the benefit paid by Workers' Compensation will be deemed to be at the rate of 70 per cent of the employee's gross pay and, therefore, deduction from sick leave in respect of such a time period will be at the rate of three tenths of a day for each day absent.~~

~~The Employer may make advances to the employee pending settlement of the claim against a third party, either from sick leave or from the disability plan. Such advances and any employer benefit plan costs pertaining thereto will be repaid to the Employer when settlement is obtained from the third party minus a prorata share of any legal fees and disbursements incurred by the employee to recover a claim provided that the employee will, at the request of the Employer, agree to initiate a review through the Law Society of the reasonableness of the solicitor's account in the event the Employer considers the account to be unreasonable.~~

~~Where Human Resources becomes aware of the potential of a third party claim, pursuant to this clause the employee will be required to sign a written agreement to immediately repay when settlement is obtained.~~

~~Upon request of the Employer, the employee will produce an affidavit setting forth the amount of compensation received from the third party.~~

~~Where the total time loss is less than ten working days, Human Resources may waive the right to a subrogated claim provided by this article.~~

Where an employee is injured at work, the employee shall, as soon as possible, notify their supervisor and the Health and Wellness Resource Centre to advise of the injury.

18.10.1 Workers Compensation

Where an employee is injured at work the provisions of the Workers Compensation Board Act will apply.

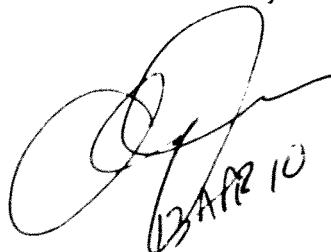
18.10.2 Injury Pay Provisions

An Employee who is injured at work and is required to leave for treatment or is sent home by a supervisor or attending physician as a result of such injury shall receive payment for the remainder of the shift. An Employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

18.10.3 Transportation of Accident Victims

Transportation to the nearest physician, or to hospital or home will be provided at the expense of the Employer for Employees incapable of using their normal form of transportation except when compensated for transportation by a third party.

~~18.12 Sick Leave Credits Exhausted (Previously agreed to delete on March 5, 10)
No employee's services shall be terminated by virtue of having exhausted sick leave credits.~~


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april 13/2010
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2010 CUPE 1975 Bargaining
Agreed to Item
March 5, 2010

~~20.7 Visual Display Terminals~~

~~Safety regulations for operators will be developed by the appropriate Occupational Health and Safety Committee, for mutual acceptance by the Employer and Union. The Employer agrees that such regulations will contain the following provisions for employees who normally spend the majority of their daily shift as operators:~~

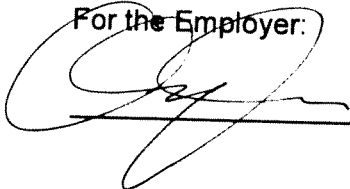
~~20.7.1 The Employer will pay reasonable costs, for an initial eye examination by an ophthalmologist, and subsequent examinations if problems develop which are not covered by the Saskatchewan Medical Care Insurance Commission. If special eyeglasses are necessary, as certified by the ophthalmologist, in order to work on a visual display terminal, the employee may apply to Human Resources for reimbursement for the cost of such glasses. Such a request must be made in advance of ordering the glasses.~~

~~20.7.2 Employees who work steadily at visual display terminals will be ensured a fifteen minute break during every morning and every afternoon. Every effort will be made to provide these breaks in such a manner that employees will not work steadily at the unit for a period of more than two hours. In addition, when employees are required to use the screen continuously, the Employer will provide non-Visual Display Terminal duties for ten minute periods after every fifty minutes of Visual Display Terminal usage, when this is practical.~~

~~18.12 Sick Leave Credits Exhausted~~

~~No employee's services shall be terminated by virtue of having exhausted sick leave credits.~~

For the Employer:



MARCH 22, 2010

For the Union:

eglen Ross March 22/2010

Agreed to Items – February 22, 2010

ARTICLE 9 – PROBATIONARY AND ASSESSMENT PERIOD

9.4 — Employee Medical Examinations

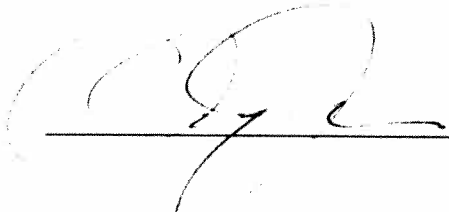
~~Newly hired employees who are eligible to enroll in the benefit plans may be required to undergo a medical examination prior to the completion of their probationary periods. Normally this examination will be conducted by a doctor chosen by the Employer and at the Employer's expense. However, the employee will have the option of having the examination conducted by a doctor chosen by the employee and at the employee's expense. The examination conducted by the employee's doctor will be done in accordance with a form supplied by the Employer. In addition, the Employer reserves the right to request a second opinion by a doctor of its choice at its expense.~~

ARTICLE 23 - HOURS OF WORK AND SPECIAL PAY PROVISIONS

23.8.3 High Voltage **Arc Flash** Premium - \$100 per month where assigned for high voltage certified electricians, effective the first of the month following the date of signing.

~~High Voltage Premium — Agreement to undertake a review of the duties of Electronic Technologists/Technicians. If that review demonstrates that exposure to hazards/risks is comparable to that experienced by the high voltage certified electricians, the above \$100/mo. Premium will be paid to Electronic Technologists/Technicians on the same basis as certified high voltage electricians.~~


For the Employer:



CARYL CARVER

FEB 24, 2010

For the Union:



Glenn Ross

Feb 24, 2010