

THIS AGREEMENT IS MADE IN **DUPLICATE**
BETWEEN

THE UNIVERSITY OF SASKATCHEWAN
hereinafter referred to as the Employer
OF THE FIRST PART

-and-

THE UNIVERSITY EMPLOYEES' UNION
LOCAL 1975, C.U.P.E.
Being a chartered local union of the
Canadian Union of Public Employees,
Hereinafter referred to as the Union **or CUPE 1975**
OF THE SECOND PART

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

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ARTICLE 1 – SCOPE

1.1 Scope

The University of Saskatchewan recognizes CUPE 1975 as the exclusive bargaining agent of the members of the bargaining unit as defined by order of the Saskatchewan Labour Relations Board or as may be amended from time to time by the said Board or by mutual agreement of the parties to this Collective Agreement.

1.2 Definition of Employee

Employees are hereby defined as those persons whose engagements, terms of employment, promotions and dismissals are set, determined and governed by the Employer. The word “employee” or “employees” where used hereafter shall mean any person or persons defined and covered by this Collective Agreement. Employees are entitled to all rights and benefits of this Collective Agreement unless otherwise limited.

1.3 Plural Terms and Gender

Whenever the singular masculine or feminine is used in this Collective Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context so requires.

1.4 Types of Employees:

1.4.1 Permanent Employees:

- (a) A permanent full-time employee is any employee who is appointed to a permanent position and works the regular hours of work as per Article 23.1 and who has successfully completed the required probation period.
- (b) A permanent part-time employee is any employee who is appointed to a permanent position and works less than the regular hours of work as per Article 23.1 and who has successfully completed the required probation period.
- (c) A seasonal employee is any employee who is appointed to a permanent position subject to layoff and suspension of benefits because it is seasonal or cyclical in nature and who has successfully completed the required probationary period.

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 fifty-five (55) hours in a department in two (2) consecutive months, and continues to do so, the employer will change that employee's status in compliance with the definitions in this article.

1.4.3 Student Employees:

A student employee is a non-permanent employee, who is a student at the University, 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 – Occupational Health and Safety

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*.

ARTICLE 2 – MANAGEMENT

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

ARTICLE 3 – UNION RECOGNITION

3.1 Bargaining Agent

The Employer recognizes, for all of its employees covered by this Collective Agreement, CUPE 1975 as the sole and exclusive collective bargaining agent and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Collective Agreement, aiming toward a peaceful and amicable settlement of any difference that may arise between the parties to this Collective Agreement.

3.2 Work of the Bargaining Unit

Employees of the University whose jobs are not in the bargaining unit shall not regularly work on any jobs which are included in the bargaining unit unless mutually agreed upon by the parties to this Collective Agreement.

3.3 No Other Agreements

No employee(s) shall be required or permitted to make a written or verbal agreement with the Employer or the Employer's representatives which may conflict with the terms of this Collective Agreement. In order that this may be carried out, the Union will supply the Employer with the names of its officers and stewards, and the Employer will supply at any time it is requested in regard to any employee, or group of employees, the names of the supervisory personnel and their functional responsibilities.

3.4 Representatives of C.U.P.E.

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of grievances. Arrangement for such access will be made through Human Resources.

ARTICLE 4 – UNION SECURITY

4.1 Union Membership

All employees who are now, or hereafter become, members of the Union shall maintain their membership in the Union as a condition of their employment, and all new employees whose employment commences hereafter shall, within twenty (20) calendar days after the commencement of their employment, apply for and maintain membership in the Union as a condition of their employment.

The Employer will direct all new employees to the Union Office as part of the normal enrollment procedure.

4.2 Deduction of Union Dues

The Employer shall deduct, as a condition of employment of the employees who are members or who become members of the Union, initiation fees, dues, and such other assessments as the Union may direct in writing through its Secretary-Treasurer, from the first pay cheque due in each month from each such employee and remit the same prior to the tenth day of the month following the calendar month in which such deduction is made, to the Secretary-Treasurer of the Union, accompanied by a list of names of all employees for and on behalf of whom such

deductions, whether initiation fees, dues or assessments were made, and for what months the individual deductions were made.

4.3 Monthly Statements

Monthly statements shall also be forwarded to the Secretary-Treasurer of the Union showing the names of all new employees covered by this Collective Agreement hired during the month, and the date they were employed; also the names of all employees covered by this Collective Agreement who have left the employee of the Employer during the month, and the date of severance.

The Employer agrees to provide the Union with a list of permanent and term employees in the bargaining unit as of August 1 and February 1 each year, indicating names, classifications, and departments.

4.4 New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the articles dealing with the Union security and dues checkoff.

4.5 Interviewing Opportunity

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

4.6 Dues Receipts

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

4.7 Time Off for Union Meetings

The Employer agrees to hold discussions with the Union concerning time off for employees to attend Union meetings.

4.8 Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that it will not reduce pay or benefits or lay off any employees (during the usual period of active employment) or permanent employees in order to contract out the duties normally performed by members of the bargaining unit; nor will the Employer replace laid off permanent employees by contracting out the work which they would normally perform. Employees that are laid off will be subject to layoff provisions in Article 12.

At the request of either party, the Employer will convene a special meeting of the Union-Management Committee, in accordance with Article 5, to discuss issues of mutual concern related to contracting out.

4.9 Crossing Picket Lines During a Strike and Handling Goods

An employee covered by this Collective Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute or to refuse to handle goods, commodities or products of another employer who is involved in a labour dispute with that employer's employees, providing by so doing, it does not result in property damage to the University.

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

ARTICLE 5 – JOINT CONSULTATION

5.1 Union Management Committee

There shall be an Employer Union Management Committee, consisting of representatives from the Union and representatives from management, for the purpose of resolving difficulties and promoting harmonious relationships.

5.2 Purpose of Meetings

5.2.1 The purpose of such meetings shall be to discuss and settle, if possible, matters of mutual concern. In matters which are personal or particularly sensitive, strict confidentiality shall be maintained.

Such discussions shall not include grievances and changes to the Collective Agreement.

5.2.2 In addition to the foregoing, implementation of arbitration awards and court decisions relating thereto will be discussed at the request of either party.

5.3 Meetings

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

5.4 Exchange of Information

The Employer and the Union agree to exchange at the request of either party, information which is not confidential, is readily available and pertains to a subject under discussion between the parties. The parties agree that information exchanged under this Article will be used for purposes consistent with the administration of the Collective Agreement and that appropriate measures will be taken to ensure that confidentiality is maintained.

ARTICLE 6 – USE OF EMPLOYER'S PREMISES

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 (24) 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.

6.2 Space for Meetings

The Employer agrees to allow the Union to hold meetings and educational functions and to conduct Union business at the Employer's premises. The Employer will make space available for such functions subject to normal scheduling restrictions.

6.3 Bulletin Boards

The Employer shall provide Union bulletin boards as follows:

Administration Building
Marquis Hall
Arts Building
University Services Building
Kinesiology Building
Williams Building
Health Sciences Building
Science Complex
Veterinary Medicine
Engineering Building
Education Building

The Union shall have the right to post notices of meetings and such other notices as may be of interest to its members. The Union will not otherwise post any notices on the Employer's premises without prior written permission from the Dean, Administrative Head or designate.

ARTICLE 7 – NO DISCRIMINATION

7.1 There shall be no discrimination with respect to any employee as provided in *The Saskatchewan Human Rights Code* (including gender identity) or *The Trade Union Act*.

ARTICLE 8 – VACANCIES AND PROMOTION

The parties to this Collective 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 Articles 1.4.2(c) or **1.4.3** or terms of less than four (4) 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.

Vacancies in Phase 1 of all Job Families, apprenticeship positions **and vacancies in the 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.

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 (7) 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 (7) 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 Steward or fellow employee submit an application on their behalf. **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 (7) 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: **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.

All other vacancies 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.

8.5 Reversion Rights in a Term Position

An employee, except casual or student employees, may bid on a posted term position and will be given preference in accordance with Article 8.4. A permanent employee filling a posted term position will continue to be a permanent employee and will be entitled to all contract rights and benefits, including benefit plans. A permanent employee shall maintain reversion rights to their prior permanent position for up to six (6) months in the term position. Reversion rights may be extended by mutual agreement. Beyond that period, when the posted term position is discontinued, a permanent employee holding the position will have the protection of Article 12.1.

8.6 If the Employer reasonably expects the term position may become permanent, it shall be posted as "Term, possibly becoming permanent." If this phrase appears on the original posting, the Employer shall not be required to repost the position if it subsequently becomes permanent.

8.7 On-the-Job Training

At the request of an employee and with the agreement of the Dean, Administrative Head or designate, arrangements may be made for on-the-job training conditional on no disruption of the performance of the duties of any positions affected. Length of service in the work unit will be one of the factors considered in scheduling the training. This may be on the Employer's time or arrangements can be made to allow access to the facilities of the workplace on the employee's time. (Written permission for this must be secured.)

8.8 Job-Sharing

8.8.1 The position to be shared is a full-time permanent position being shared equally by two (2) employees.

8.8.2 If agreement is reached between the parties that job-sharing will take place, only the vacant portion of the position to be shared will be posted.

8.8.3 All employee benefit plans will be available to the incumbents of job-sharing positions who meet the eligibility requirements. These will be pro-rated for the portion of employment with the exception of the Dental Plan and the Extended Health Care Plan. Holiday benefits will be determined at the outset of any job-sharing arrangement and must be planned in advance for ongoing job-sharing. Participants in job-sharing arrangements will not be eligible for alternate hours of work arrangements unless agreed to by the parties.

8.8.4 If a long-term absence occurs due to illness, maternity leave, or other approved leave of absence, the other employee may cover the period of absence. If this is not acceptable to the other employee, then the vacancy may be filled on a term basis.

8.8.5 If either employee wishes to return to full-time employment at a time when the other portion of the job-sharing position is not vacant, the individual must apply for and be the successful applicant for a posted position.

8.8.6 If the original incumbent vacates the position, it will be posted as a full-time position. This shall not preclude the successful applicant from requesting a job-share agreement. If the other job-sharing employee vacates the position, it may revert to full-time or may be posted for another job sharer as requested by the original incumbent. The foregoing shall not preclude the Employer from deciding that part or all of the position will not be filled.

The Dean, Administrative Head or designate may terminate the job-sharing arrangement with sixty (60) days notice, within the first year of the job-share between any two (2) employees. In the event an employee is displaced by changes in a job-share, seniority will be a factor in determining the priority or placement in any available position in the department. Employees who are not placed will be subject to the conditions of a layoff. In this situation, the Employer is not obligated to extend special considerations such as an employee's interest in part-time work.

The above provisions apply to all job-sharing commencing after the effective date of this Collective Agreement. Job-sharing agreements in effect prior to this date will be subject to the Collective Agreement that prevailed at that time.

ARTICLE 9 – PROBATIONARY AND ASSESSMENT PERIOD

9.1 Probationary Period

All appointees (except for casual and student employees) shall be on probation for a period of four (4) months from the date of commencing duties in a position. During the probationary period, an appointee shall be entitled to all applicable rights and benefits of this Collective Agreement, except a probationary employee may be discharged for unsuitability.

9.1.1 At the discretion of the Employer, the probationary period may be extended by the cumulative length of any period(s) of absence from work for more than five (5) consecutive days. In the event this happens, the employee and the Union will be notified prior to the extension.

9.1.2 Notwithstanding the above, this probationary period may also be extended by a period of up to three (3) months if mutually agreed to by the parties to this Collective Agreement.

9.1.3 Term employees, who successfully bid into the same position on a permanent basis, must complete the balance of their probationary period.

9.1.4 When employees are reappointed to the same position after a break in service of sixty (60) days or less, the Employer may agree to waive some or all of the probationary period.

9.2 Transfer During Probationary Period

An Application to Transfer during a probationary period will be allowed in accordance with Article 8, but the right of making such application will be subject to the following conditions:

9.2.1 A probationary employee can be terminated at any time during the probationary period regardless of whether the employee has made application to transfer.

9.2.2 Effective the date of transfer a new probationary period will commence.

9.2.3 If the employee is not successful in the new probationary period there will be no reversion rights to the original position.

9.3 Assessment Period

A permanent employee who is placed, bumped, is recalled or accepts a transfer or promotion shall be appointed subject to an assessment period of three (3) months, during which time performance will be appraised. Such appraisals will be discussed with the employee.

A recurring relief or term employee who accepts a transfer or promotion and who has previously completed a probationary period shall be appointed subject to an assessment period of three (3) months, during which time performance will be appraised. Such appraisals will be discussed with the employee.

At the discretion of the Employer, the assessment period may be extended by the cumulative length of any period(s) of absence from work for more than five (5) consecutive days. The assessment period may be extended for a period up to three (3) months by mutual agreement of the Employer and the Union. The employee will be notified of any extension(s).

In the case of a permanent employee, at the end of the assessment period, if the employee has not performed satisfactorily, or at any time during the period when it becomes clearly evident that the employee does not meet performance expectations, the employee shall be returned to their former status (either layoff or position and salary), subject to any increment which normally would have been received had the employee remained in that position. During the assessment period, an employee may return voluntarily to the employee's former status (either layoff or position) without penalty.

Notwithstanding the above, an employee who reverts during an assessment period shall always have the right to revert to their former status (either layoff or position occupied) which may, in turn, displace an employee who has completed a probationary or assessment period, and this displaced employee also shall have the right to revert or to be laid off as appropriate.

In the event an employee's former position has been eliminated, a reverting employee shall be dealt with under Article 12.

In the case of a non-permanent employee, at the end of the assessment period, if the employee has not performed satisfactorily, or at any time during the period when it becomes clearly evident that the employee does not meet performance expectations, employment will be terminated.

ARTICLE 10 – SENIORITY

10.1 Seniority Defined

Seniority is defined as the length of employment from the last date of hire into the bargaining unit, subject to Article 10.3.

Seniority shall operate on a bargaining unit wide basis. Seniority is a factor in determining promotions, transfers, demotions, layoffs and recall except as otherwise noted.

10.2 Transfer of Employment

An employee from the bargaining unit at **the University of Regina** who obtains a position in the bargaining unit at the University of **Saskatchewan** within thirty (30) 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.

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 **respond** within eight (8) calendar days following **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 or other just cause.**

An employee **who is offered** casual work or employment of short duration **during the layoff period when the employee** is 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 (1) of the employee's two (2) 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 per Article 12.1.5.2, except when prevented from informing the Employer due to illness or other just cause;**

10.3.5 Retirement effective the date of retirement;

10.3.6 Layoff for a period exceeding twelve (12) months;

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

10.4 Seniority Adjustment

If leave is taken to accept other gainful employment, the Union reserves the right to adjust the employee's seniority date.

10.5 Seniority Rosters

The Employer agrees to prepare and post in January of each year in places accessible to all employees a seniority roster for all employees eligible to accumulate seniority.

10.6 Correction of Seniority Roster

On presentation by an employee or the Union of proof of error in the roster a correction shall be made immediately and recorded on a supplementary sheet.

10.7 Seniority Roster to Union

One copy of each roster shall be forwarded to the Union.

ARTICLE 11 – COMPENSATION

11.1 Wage Ranges

All positions within the Union are compensated within the wage ranges attached in Appendix 1. The establishment of wage ranges shall be the subject of negotiation and agreement between the Employer and the Union.

11.2 Placement and Review of Positions

Placement and review of positions will be determined according to the following procedure:

11.2.1 New Positions

New positions within the scope of CUPE 1975 will be placed in a Family and Phase by Human Resources based on the criteria set out in the job placement manual. Any employee who believes the position has been inappropriately placed may request a review in accordance with Article 11.2.2.

11.2.2 Review of Position Job Family and/or Phase

Any employee and/or supervisor/manager, Dean, Administrative Head or designate, who believes a position has significantly changed and the current placement no longer accurately reflects the position, may request a review. The review can occur only once per twelve (12) month period and will be conducted by Human Resources.

11.2.3 Adjustments through Promotion, Transfer or Review

If an employee transfers into a different position in the same Phase of any Job Family, their wage rate remains unchanged. If an employee applies for and obtains a position in a lower Phase of any Job Family, the employee will be appointed to the wage rates for the Family and Phase. If an employee is promoted or reclassified into a higher Phase or their position review results in a placement into a higher Phase, their base wage shall be within the new wage range. If any employee's current wage is below the minimum of the new Phase, their wage will be adjusted to the minimum of the new Phase. If the employee's current wage is within the new wage range, there may be an adjustment. If the employee's current wage is above the new wage range, the wage will be red-circled. Employees will be informed of any change by Human Resources. Adjustments as a result of the review will be effective to the first of the month closest to the date the request for review was received by Human Resources.

11.2.4 Appeal of Position Review Decisions

Either party may request an appeal within thirty (30) calendar days of receipt of the written decision by Human Resources. The Joint Appeal Committee (consisting of two (2) CUPE and two (2) management representatives appointed by the parties) will review these requests and render a decision. All appeal decisions are final and not subject to the grievance procedure. In the event the Joint Appeal Committee does not reach consensus, the parties will seek the assistance of a mutually agreed-to and paid for third party expert whose decision shall be final and binding. A position which has been the subject of an appeal may not be the subject of another review (and appeal) until twelve (12) months have elapsed since the appeal decision was rendered.

Any wage adjustment will be retroactive to the first of the month closest to the date the request for review was received by Human Resources. Notwithstanding the above, no employee will have a reduction in base wage as a result of this process.

11.3 Regular Increment

11.3.1 Two percent (2%) increments up to the maximum of the wage range are provided annually (commencing January 1, 2007 and each January 1 thereafter) to recognize growth in proficiency from experience and a satisfactory level of performance to employees with greater than one (1) year of continuous service. Employees with less than one (1) year of continuous service will be eligible for a pro-rated increment on the basis of the number of days by which their employment precedes January 1.

11.3.2 If an employee's performance is rated unsatisfactory the two percent (2%) increment may be withheld. An employee's performance may only be rated as unsatisfactory if the employee fails to meet communicated performance expectations. A disciplinary record, where a penalty has already been imposed, will not itself be a basis for an unsatisfactory performance rating.

11.3.3 Where an employee has had an increment withheld in the preceding year for unsatisfactory performance and where the employee is eligible for and receives an increment in the following year, then the withheld two percent (2%) increment will be added to the following year's increment and paid from the date of that following year's increment forward, but not paid retroactively for the year it was withheld, subject to the range maximums.

11.3.4 An employee, within thirty (30) days of being notified by Human Resources that their increment is being withheld, may appeal the withholding of their increment on the basis of unsatisfactory performance. The Joint Appeal Committee (consisting of two (2) CUPE and two (2) management representatives appointed by the parties) will review these appeals and render a decision within sixty (60) days or such longer time as the committee may agree. All appeal decisions are final and not subject to the grievance procedure. In the event the Joint Appeal Committee does not reach consensus, the parties will seek the assistance of a mutually agreed to and paid for third party expert who, if unable to bring about a consensus, may render a final and binding decisions.

11.4 Market Adjustments

The determination and payment of market adjustments is the sole responsibility of the Employer. On July 1 of each year the Employer will provide to the Union a list of those employees who are receiving market adjustments. In the event a new market adjustment is

warranted or the Employer has reason to change or eliminate an existing market adjustment the Employer will notify the Union one (1) month in advance of this change being implemented.

After a market adjustment has been in place for three (3) consecutive years, this adjustment shall be incorporated into the base wage for that position.

11.5 Temporary Performance of Duties

11.5.1 Temporary Performance of Duties of a Higher Phase

An employee expected to perform the duties of a job in a higher Phase will be assigned those duties in writing by the Dean, Administrative Head or designate and additional compensation will be provided. When such an appointment is for a period in excess of three (3) consecutive days, a total of seven (7) non-consecutive days in a pay period, or at the discretion of management for anything of a lesser period, the employee will be paid a premium of six percent (6%) on the employee's current salary for the assigned period. Should the additional premium result in a monthly salary exceeding the highest salary of the Phase of the new work they are performing, the maximum of the range of the new Phase will apply.

11.5.2 Temporary Performance of Supervisory Duties

An employee expected to perform temporarily the duties of their supervisor will be assigned those duties in writing by the Dean, Administrative Head or designate and additional compensation may be provided up to a maximum of six percent (6%) of the employee's current salary for the assigned period.

ARTICLE 12 – LAYOFF

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 (30) days, with a copy to the Union. If notice is not given as required, employees will receive pay in lieu, pro-rated.

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.

12.1.3 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:

Termination and Severance

Within fourteen (14) calendar days of a written notice of a 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 (15) 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 (14) day period may be extended by the Employer for good and sufficient reason.

Upon receipt of the severance payment, an 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) while in the notice and layoff periods, Article 12.1.5.2**

An employee will have two (2) opportunities for placement and two (2) opportunities for bumping (if elected). In all cases of placement and bumping, employees must meet the required qualifications. Employees will be given up to three (3) 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 available under placement and bumping.

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. 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.

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.

12.1.5.2 Placement and Bumping

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 (14) 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, any other position title in the same or lower Phase.

(c) 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.

- (d) 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 bumped into a position.
 - (e) 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 the 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.
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 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 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, 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 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.**

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 19.7.

12.1.8 Training

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

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 (10) 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, an employee, following a recall, **who** fails to inform the Employer within eight (8) 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 and 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 University and its 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 Article 12.1 and Article 12.3.3.

If any permanent employee's job is eliminated because of technological change, the affected employee will be given three (3) 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 Article 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 changes, 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 10.3.6) or who terminates employment will receive pay on the basis of two (2) 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 Article 12.1 apply.

12.4 Grievances Concerning this Article

Grievances concerning this Article shall be initiated within thirty (30) 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.

ARTICLE 13 – DISCIPLINE

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 coaching will be removed from the employee's file after one (1) year.

13.2 Due Process

An employee will have the protection of due process provided in this Collective Agreement. In **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 **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 of the discipline given, thirty (30) 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 (10) working days.

If the employee is unavailable for the 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 (2) years of subsequent active employment during which no disciplinary actions is taken.

After one (1) 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 (2) year period. The outcome of the review will be relayed to the employee in writing.

13.7 Suspension

The Employer reserves the right to suspend an employee for a period of up to **two (2) weeks**.

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 then (10) 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.

Suspensions issued in accordance with Article 13.7 will be removed from the employee's file after three (3) years of subsequent active employment during which no disciplinary action is taken.

After two (2) 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 (3) year period. The outcome of the review will be relayed to the employee in writing.

13.8 Dismissal

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 (10) 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.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.1 Definition

A grievance is a difference between the parties or any person bound by this Collective Agreement concerning its application, interpretation, operation or alleged violation. It is understood that the parties may have the assistance of Human Resources or the Canadian Union of Public Employees, as the case may be, at any point in this procedure.

14.2 Administrative Grievance

Grievances involving interpretation or administration of the Collective Agreement signed by a duly authorized Union official and not involving a specific individual, and grievances by a group of employees shall be taken directly to Stage 2 of the following procedure.

14.3 Administrative Expediting

With respect to a grievance or grievances upon notification by the Employer to the Union, Article 14.7 (Stage 2) will be eliminated and Article 14.6 (Stage 1) will replace all of Stage 1 and Stage 2.

14.4 Representation

The Steward or Union Representative shall assist any employee(s) in preparing and presenting a grievance pursuant to the procedure set forth herein. When presenting grievances at Stage 1 or 2, two (2) members of its Grievance Committee and the grievor, if the grievor chooses to attend, shall suffer no loss of pay for attendance at such meeting with the Employer.

14.5 Permission to Leave Work

The Union recognizes that each Steward or a designated Union Representative is employed full-time by the Employer and that such a person will not leave work during working hours without permission in order to perform duties under this Collective Agreement. Such permission will not be unduly withheld and the Steward or designated Union Representative will not be hindered, coerced, restrained or interfered with while investigating a grievance or presenting an adjustment as provided in this Collective Agreement.

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 reasonable ought to have known of the alleged infraction, except as provided for in Article 13.

14.6.2 At the time of filing the grievance, the Union may request a meeting to discuss the grievance with the appropriate Dean, Administrative Head or designate.

14.6.3 The Dean, Administrative Head or designate, in consultation with Human Resources, will render a written decision within thirty (30) days of receiving the grievance or within thirty (30) days of the date of a meeting held pursuant to Article 14.6.2, as the case may be.

14.7 Stage 2

Failing resolution at Stage 1, the Union may, within thirty (30) calendar days of the written decision at Stage 1, refer the written grievance to the senior University HR Officer or designate.

The parties shall meet to discuss the grievance at Stage 2 within thirty (30) calendar days of the referral and the Employer shall render a written decision within thirty (30) calendar days of the Stage 2 meeting.

14.8 Stage 3 – Arbitration

14.8.1 Time Limit

In the event that any grievance or matter in dispute has not been settled through the procedure outlined above, either party may, within fifteen (15) calendar days, submit the grievance or matter in dispute to an Arbitration Board in accordance with this Article.

It is agreed that time is of the essence in reaching a just conclusion to the grievance and arbitration process and, therefore, both parties agree that they will do everything possible

to ensure that the selection of the Board and the arbitration proceeds as quickly as possible.

14.8.2 Composition of the Board

The Arbitration Board shall consist of three (3) members. One shall be named by the Employer and one named by the Union. The parties to the agreement shall endeavour to agree on a third member who shall act as Chair of the Board. Each of the parties to this Collective Agreement shall have their respective Board member selected and made known to each other within fifteen (15) calendar days of notice being given by either party for the establishment of the Board.

14.8.3 Selection of the Chair

The two (2) parties shall endeavour to agree on the selection of a Chair within thirty (30) calendar days of the notification of the grievance being submitted for arbitration. In the event of their failure to agree on a Chair within the time prescribed, they shall notify the Minister of Labour for the Province of Saskatchewan, who shall be asked to name a Chair.

14.8.4 Hearing

The Board, having been formed by the above procedure, shall meet, hear the evidence of both parties, and render a decision within sixty (60) days from the completion of taking evidence. The decision of the majority of the Board on the matter at issue shall be final and binding on both parties, but the board shall not be empowered to add to, subtract from, alter or amend the Collective Agreement in any way.

14.8.5 Time Deficiencies

Any Board of Arbitration established pursuant to the grievance procedure shall have the power to hear any arguments as to whether, in order to avoid consideration of substantive issues, time limits set forth in the grievance procedure have been unreasonably enforced. The Board may decide to deal with the case placed before it, despite such minor time deficiencies.

14.8.6 Disciplinary Action

The Board shall have the power to dispose of any grievance involving dismissal or disciplinary action by any arrangement which it deems just and equitable.

14.8.7 Expenses

The fees and expenses of the Chair shall be shared equally between the parties. Each party shall be responsible for their costs, fees and expenses of witnesses and those of its Board member.

14.9 General

14.9.1 Union May Institute Grievances

The Union and its representative have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Stage 1.

14.9.2 Facilities for Grievances

The Employer shall provide appropriate space for grievance meetings.

14.9.3 Grievances Dealt with During Working Hours

As far as practicable, all grievances will be dealt with during working hours, and no employee or employees, who are representatives of the Union, will suffer loss of pay by reason of time spent in discussing grievances with the representatives of the Employer.

14.9.4 Copies of Documents

In the event of a grievance or a disciplinary action, the Employer agrees upon request, to provide the Union with copies of all documents which the Employer intends to use in regard to the specific grievance or disciplinary action.

14.9.5 Amended Time Limits

Any of the time limits specified for the grievance or arbitration procedure may be amended or waived by mutual agreement of the parties.

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 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 (6) 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 forty-eight (48) hours of receipt, except in the case of leave for one (1) week or longer, in which case a response will be conveyed within seven (7) 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.

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 (1) 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 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 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) FTEs, 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.

15.2 Compassionate Care and Special Leave of Absence

15.2.1 Compassionate Care Leave

Where an employee requires leave as defined under the Employment Insurance (EI) compassionate care benefit, the employee shall apply to their Dean, Administrative Head or designate, indicating the requested date of commencement of the unpaid leave. The Employer agrees to approve such leave as soon as reasonably possible.

15.2.2 Special Leave of Absence

Notwithstanding Article 15.2.1, special leave of absence without pay shall be granted to an employee for good and sufficient reason. Application must be made to their Dean, Administrative Head or designate, indicating the reason for such leave.

15.2.3 An employee on leave per Article 15.2.1 or Article 15.2.2 shall return to their former job title and salary in the same Job Family and Phase, subject to any general increases, except where the position has been eliminated in accordance with Article 12. In that circumstance, the employee will have the protection of Article 12.1.

15.3 Leave for Jury Duty

When a permanent or term employee is summoned for jury duty or as a court witness the employee shall not suffer any loss of salary or wages while so serving, except in situations where testifying on the employee's own behalf. Remuneration paid to the employee by the court must be turned over to the Employer. However, this will not include expenses paid by the court.

15.4 Education Leave

15.4.1 Writing Examinations

An employee will be entitled to leave of absence with pay, and without loss of seniority and benefits to write examinations which are relevant to the employee's occupation, providing it is the first time of taking leave to sit for this particular examination, or portion of an examination.

15.4.2 Employee Development

To assist and encourage employees to increase or upgrade their skills, thereby increasing their career options, the Employer will provide an Employee Development Fund capped at **sixty thousand (\$60,000)** effective **May 1 annually**. Permanent employees with more than one (1) 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 six (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.

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.

15.4.3 Leave for Seminars and Conferences

The Dean, Administrative Head or designate may grant leave with pay and benefits to attend conferences, seminars, etc., in job related areas. Assistance with tuition fees, registration fees and expenses may be paid by the department concerned or from the Education Fund outlined above.

15.4.4 Required Courses

Where the Employer requires an employee to take a specified course, the Employer will pay the cost of the course. When time off is necessary, the Employer shall allow such time off without loss of pay. Where required classes are taken outside normal working hours, an equivalent number of hours off work will be granted.

15.4.5 Apprenticeship

15.4.5.1. The Employer will participate in the training of apprentices under the terms of *The Apprenticeship Act* of the Province of Saskatchewan. In general terms, the program will operate as follows:

15.4.5.2 The Employer will designate apprenticeship positions in certain trades according to requirements and within the limits of facilities available for training. Positions will be posted as term positions and will be filled per Article 8. A permanent employee who transfers to an apprenticeship position will be appointed subject to an assessment period of three (3) months as per Article 9.3. A permanent employee who transfers to an apprenticeship position will have six (6) months to revert to his/her former permanent position. Positions may be filled at different levels of experience within a trade.

15.4.5.3 Apprentices will receive the same rights and benefits as other term employees, and in addition, a permanent employee filling an apprentice position will be entitled to all contract rights and benefits for the length of the apprenticeship appointment. Apprentices will be given leave without pay to attend courses required by the Apprenticeship Branch. Where a permanent employee is appointed to an apprentice position, their rate of pay shall be established at the Labour rate and shall be maintained until the apprentice rate surpasses the Labour rate.

15.4.5.4 The term of an apprenticeship position will be until the apprentice achieves Journeyman status or until the apprentice fails twice at the same level of the program. The term may be extended if the failure is due to extenuating circumstances. At the expiry of an apprenticeship position, the incumbent will maintain the opportunity to bid on other positions in accordance with Article 8. If a permanent employee in an apprentice position is unable to bid into a position, the employee will be placed on layoff and will have all the rights of Article 12.1.

15.4.5.5 A permanent employee in an apprentice position may be laid off due to lack of work but will have all the rights of Article 12.1.

15.4.5.6 Supplementary Employment Benefits (SEB)

Provided they are in receipt of federal Employment Insurance (EI) benefits, apprentices on education leave to attend necessary training will receive payments from a Supplementary Employment Benefit (SEB) Plan established by the Employer such that the gross amount of the employee's EI benefit from this employment plus the SEB payment will equal ninety-five percent (95%) of the employee's normal weekly earnings. This SEB payment will be made for a maximum of twelve (12) weeks.

The employee's accumulated sick leave and vacation leave at the time the leave commences shall be retained to the employee's credit. Benefits during the leave period will be in accordance with Article 19.

15.5 Compassionate Leave

If required by the circumstances from one-half (1/2) to three (3) days of regularly scheduled work days' leave shall be granted by the Dean, Administrative Head or designate because of the death or life-threatening illness of a spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, or other person who would ordinarily be considered a member of the employee's immediate Family. The meaning of spouse in this paragraph shall be defined as Section 29.3 of *The Labour Standards Act*.

The request is made to the Dean, Administrative Head or designate as soon as possible and confirmed in writing. The time off will be granted as requested. However, the question of whether any of the time granted or how much of the time granted is with loss of pay or benefits may have to await determination until the request in writing has been reviewed and will depend upon the circumstances of the request.

The Dean, Administrative Head or designate may, at its discretion, under certain circumstances and after the receipt of an application in writing:

- Grant additional time off with or without pay;
- Give consideration for leave to attend the funeral of other close relations.

15.6 Leave for Shift Workers

Permanent employees with one (1) or more years' service whose shifts are subject to frequent change will be granted five (5) days unconditional leave of absence without pay per year. Such leave will not be used in conjunction with annual vacation as in Article 17 or in conjunction with statutory holidays. Application must be made in writing at least three (3) week days (Monday to Friday inclusive) prior to the starting time of such leave. This leave is applicable to all eligible employees except in the Steam Plant and Security groups.

15.7 Leave for Court Appearance or Incarceration

In the event that an employee is accused of an offense which requires a court appearance, the employee shall be entitled to leave of absence without pay and without loss of seniority or accrued benefits, such leave to cover time required for pre-trial legal consultation, court appearance and pre-trial legal custody.

In the event of being found guilty of an offense not involving the Employer, the employee may be granted leave of absence to cover the period of incarceration.

15.8 Maternity/Adoption/Parental Leave

15.8.1 Service Requirements for Maternity/Adoption/Parental Leave

An employee shall qualify for maternity/adoption/parental leave (leave of absence without pay) after successful completion of the probationary period. The Employer shall not deny a pregnant employee the right to continue employment during her pregnancy provided she can supply a medical certificate as to her fitness to do so, if so requested.

15.8.2 Length of Maternity/Adoption/Parental Leave

Maternity/adoption/parental leave shall cover a period of up to fifty-two (52) weeks in total and may be taken at the employee's discretion before and/or after the birth or adoption of a child.

The leave shall normally be taken within fifty-two (52) weeks of the birth or adoption of the child.

15.8.3 Supplementary Employment Benefits

Provided they are in receipt of federal Employment Insurance (EI) benefits, women on maternity leave, or an employee who has declared to Human Resources that the employee is the primary caregiver of the child, will receive the difference between EI benefits received from Human Resources Development Canada and ninety-five percent (95%) of the member's salary while on leave for a maximum of fifteen (15) weeks, subject to the condition that the member's earnings (from EI, earnings, and any other source) cannot exceed one hundred percent (100%) of pre-leave earnings.

The employee's accumulated sick leave and vacation leave at the time the leave commences shall be retained to the employee's credit. Benefits will be in accordance with Article 19.

15.8.4 Seniority Status During Maternity/Adoption/Parental Leave

The employee shall continue to earn seniority during the leave.

15.8.5 Procedures Upon Return from Maternity/Adoption/Parental Leave

When an employee decides to return to work after maternity/adoption/parental leave, the employee shall provide the Employer with at least four (4) weeks' notice. On return from maternity/adoption/parental leave, the employee shall be placed in the employee's former position and salary, subject to any general increases.

15.9 In the event that a female employee wished to breastfeed her infant at work, and provided the worksite is in an appropriate location as determined by the employee and the manager, the employee shall be allowed time off with pay for up to one (1) hour per day for this purpose, provided she has received approval from the appropriate manager. This time off shall be inclusive of paid coffee breaks. This arrangement may be provided for a maximum of six (6) months in duration.

15.10 A pregnant employee whose pregnancy is at risk will have the following options:

1. to be temporarily assigned other duties if this is possible without disruption to the department,
2. to commence her maternity leave after presenting a medical certificate attesting to her pregnancy, and to maintain the right for up to six (6) weeks after date of delivery to return to her former position, and salary subject to any general increases,
3. to relinquish her position and elect to exercise her rights under the Layoff Article, clauses 12.1.3 to 12.1.4, inclusive.

15.11 Deferred Salary Leave

Employees who have a minimum of one (1) year continuous service in the bargaining unit, and are not currently serving an assessment period, may apply to Human Resources for approval of a Deferred Salary Leave.

ARTICLE 16 – HOLIDAYS

16.1 Named Holidays

The Employer recognizes the following as paid holidays: New Year's Day, **Family Day**, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day. Any date proclaimed as a public holiday by the provincial or federal government will be deemed to be a holiday for employees providing this does not duplicate holiday provisions above.

The Employer will attempt to accommodate the interests of employees in the observation of their religious holidays. Accommodation of religious holidays which are in addition to the holidays provided for in the Collective Agreement will be taken as vacation leave or leave without pay.

16.2 Compensation for Holiday Falling on Saturday

When any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following method will apply for all non-shift workers: the Associate Vice-President, Human Resources, shall meet early in the year with representatives of all bargaining units within the University to determine which day will be deemed the holiday for the purposes of this Collective Agreement.

16.3 Compensation for Holiday Falling on Sunday

When any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following method will apply for all non-shift workers: the Associate Vice-President, Human Resources, shall meet early in the year with representatives of all bargaining units within the University to determine which day will be deemed the holiday for the purpose of this Collective Agreement.

16.4 Compensation for Non-Shift Workers Working on a Holiday

An employee who works on any of the above holidays shall be paid at the rate of double time in addition to regular monthly salary. The employee may choose to take a portion (up to one (1) day) of the above compensation in time off.

16.5 Compensation for Holiday Falling on a Shift Worker's Regular Working Day

When the actual day of any of the above holidays falls on a shift worker's regularly scheduled day of work, the employee shall:

16.5.1 be given the day off without loss of pay; or

16.5.2 if the employee works, be paid at the rate of double time in addition to regular monthly salary. If it is mutually agreed, the employee may choose to take a portion (up to one (1) day) of the above compensation in time off.

16.6 Compensation for Holiday Falling on a Shift Worker's Regular Day Off

When the actual day of any of the above holidays falls on a shift worker's regularly scheduled day of rest, the employee shall:

16.6.1 be given an additional day off or, if this is not possible, one (1) additional day's pay; or

16.6.2 if the employee works, the employee will be paid at the rate of double time in addition to regular monthly salary. In addition, the employee's day off will be rescheduled to another day by mutual agreement; however, if this is not possible the employee shall be given one (1) additional day's pay.

16.7 Casual, Recurring Relief and Student Employees

Payment of holiday pay to casual, recurring relief and student employees in respect of University holidays will be in accordance with *The Labour Standards Act*.

ARTICLE 17 – VACATION

17.1 Rate of Accumulation

For the purposes of vacation accumulation only, service is defined as all employment with the University. During the first five (5) years of service, an employee will accumulate fifteen (15) days vacation for every year of service. At the end of five (5) years of service, an employee will commence earning vacation leave at the rate of twenty (20) days per year. At the end of seventeen (17) years of service, an employee will commence earning vacation at the rate of twenty-five (25) days per year. At the end of twenty-three (23) years of service, an employee will commence earning vacation at the rate of thirty (30) days per year.

Full-time employees will accumulate vacation on an hours per month basis equivalent to the following:

Where regular Weekly Hours Are:	Hours per Month Based On:			
	<i>15 days per year</i>	<i>20 days per year</i>	<i>25 days per year</i>	<i>30 days per year</i>
35	8.75 hrs	11.67 hrs	14.58 hrs	17.50 hrs
38	9.50 hrs	12.67 hrs	15.83 hrs	19.00 hrs

Part-time employees will accumulate vacation on a pro-rata basis:

Where an employee commences employment on other than the first day of the month or terminates employment on other than the last day of the month, the employee's vacation accrual shall be pro-rated based upon the hours worked in the month.

17.2 Vacation Year

All annual vacations accrued by April 30 of any year shall be taken by April 30 of the succeeding year. (For special circumstances see Article 17.3)

17.3 Special Circumstances

In special circumstances (such as a planned extended vacation) employees may have consideration given to vacation arrangements outside of Article 17.2 by submitting a written application to the employee's Dean, Administrative Head or designate at least thirty (30) days in advance of the year end.

17.4 Time of Vacation

Employees, insofar as the regular operation of their departments permit, will be allowed to take their vacations at the time they request.

17.5 Holiday During Vacation

When a holiday falls within an employee's annual vacation, such employee shall be granted one additional day's vacation.

17.6 Equal Opportunities

As far as possible, annual vacation shall be arranged to secure equal opportunities of advantageous periods to all employees without regard to seniority.

17.7 Shift Workers

Shift workers' annual vacation shall commence the day following an employee's weekly day or days off, unless otherwise mutually agreed.

17.8 Pay

Employees who will be on vacation on regular pay day shall receive an advance approximately equal to their net pay, providing notice in writing is given at least five (5) working days in advance of their last day at work. For purposes of this clause "annual vacation" shall mean a period of at least five (5) working days.

17.9 Additional Time

An employee, who in the opinion of a qualified expert chosen jointly by the Employer and the Union, is subject to exposure of radiation in dangerous amounts shall be entitled to one (1) additional week of annual vacation.

17.10 Approved Absence During Vacation

Where in respect of any period of vacation leave, an employee:

- (a) is granted bereavement leave, or
- (b) is granted sick leave as a result of being seriously ill, seriously injured, or hospitalized, provided this is verified by a medical certificate, or
- (c) is granted other approved leave of absence,

the period of vacation so displaced shall, if requested by the employee and approved by Human Resources, be either added to the vacation period or reinstated for use at a later date. Leave granted in (a), (b), or (c) above shall not be unjustly withheld.

17.11 Deductions from Vacation Accumulation

Vacation will be deducted from vacation accumulations based on actual hours absent to the maximum hours of work for the position.

ARTICLE 18 – SICK LEAVE

18.1 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, under quarantine or under examination or treatment by a physician or other licensed medical practitioner including donation of organs, chiropractor, dentist, donating blood, or because of an accident for which compensation is not payable under *The Workers' Compensation Act*.

18.1.1 Two Week Waiting Period

Subject to the availability of sick leave credits, sick leave may be used to offset the two (2) week waiting period for eligibility of receipt of federal Employment Insurance (EI) maternity leave benefits for the birth mother or primary caregiver (see Article 15.8.3)

18.2 Rate of Accumulation

Full-time employees, other than casual, recurring relief and students, will accumulate sick leave up to a maximum of one hundred and twenty (120) days on the regular hours stated for that classification on an hours per month basis as follows:

Where Regular Weekly Hours Are:	Hours per Month Accumulated
35	8.75
38	9.50

Part-time employees will accumulate credits on a pro-rata basis.

Where an employee commences employment on other than the first day of the month, sick leave accrual shall be pro-rated based upon the hours worked in the month.

18.3 Accumulation of Sick Leave

All unused portions of sick leave will be cumulative to a maximum of one hundred and twenty (120) days. No further accumulation will occur until an employee falls below the cap.

18.4 Personal Leave/Family Leave

18.4.1 Upon approval of the Dean, Administrative Head or designate, an employee shall be granted up to two (2) 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.**

18.4.2 Where no one other than the employee can provide for the needs of a member of the employee's immediate family during a serious illness, the employee may apply (by telephone, confirmed later in writing) to their Dean, Administrative Head or designate for

permission to have up to five (5) days of accumulated sick leave per illness for this purpose. Serious illness need not mean life threatening and it is understood the seriousness of the illness may be related to the age of the family member. The employee may be required to provide medical evidence of the serious illness.

18.5 Deduction from Sick Leave Accumulation

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 **ninety (90) calendar days**.

18.6 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days certifying that the employee was unable to carry out duties due to illness. The Employer reserves the right at any time during an illness to request either a medical certificate to be submitted signed by a medical doctor, or that the employee undergo at the earliest opportunity a medical examination conducted by a doctor specified by the Employer and at the Employer's expense.

18.7 Accumulation of Sick Leave During Leave of Absence and Layoff

When an employee is granted leave of absence without pay or receives layoff, and such absence exceeds thirty-one (31) days, the employee shall maintain but not accrue sick leave credits.

18.8 Notification of Sickness or Injury

Every employee who is absent from duty on account of injury or sickness shall notify the immediate supervisor as soon as possible indicating the probable length of absence. If the supervisor is unavailable, notification should be made to the appropriate person in the department.

18.9 Compensation from a Third Party

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 any 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 Earned Days Off (EDOs).

18.10 Workplace Injury

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, 1979* 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

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.

ARTICLE 19 – EMPLOYEE BENEFIT PLANS

19.1 Employee Benefit Plans Committee

There shall be a Joint Union-Management Committee on Employee Benefit Plans (EBP) with equal representation for the Employer and the Union to study, review, and make recommendations concerning the pension, group insurance, long-term disability, dental, and extended health care plans. Recommendations to make any substantive change to any EBP shall be subject to negotiation by the parties to this Collective Agreement and documented in a memorandum of agreement.

19.2 The Employer **shall make available** a detailed statement which outlines in clear terms each of the benefit plans under which the employee is covered, and the benefits which the employee derives from the plan.

19.3 Benefit Plans

Where a benefit plan provides for a benefit to a spouse that benefit shall be available or payable to a same sex spouse and where the plan provides for benefit to a child that benefit shall be available to the child of a same sex spouse.

The meaning of spouse for benefit plan purposes shall be as defined in Section 29.3 of *The Labour Standards Act*. A child shall mean a child of an employee or spouse.

The Employer's total expenditure on EBPs pursuant to this Collective Agreement shall be capped at **five and three quarters percent (5.75%)** of payroll of those employees covered by said EBPs per year. **The cap shall include the following: Extended Health Care Plan, Dental Plan, and Short-Term Disability Plan.**

In the event the actual premium is less than **five and three quarters percent (5.75%)**, the resulting surplus will accumulate and be used to absorb future actual premium costs that may exceed the **five and three quarters percent (5.75%)**.

The Employer specifically disclaims any responsibility to pay any premium shortfall which may ensue. In the event that the cost of these EBPs exceeds the **five and three quarters percent (5.75%)** cap, the Employer will provide notice to the Union and its members that the shortfall will be borne immediately by employees eligible to participate in said plan(s) until such time as the terms of said plan(s) may be adjusted.

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

- Group Life Insurance Plan
- Extended Health Care Plan
- Dental Plan
- **Flexible Spending Program (One hundred (\$100) dollars)**
- Short-Term Disability Plan
- University Pension Plan

19.3.1 Long-Term Disability Plan

Each full-time or part-time permanent employee, working at least half the normal working hours, shall be covered by a Long-Term Disability Plan which makes payments to employees after six (6) months of approved disability or illness. The plan is paid for by the employees. It is agreed and understood that adjudication decisions made by the Long-Term Disability Plan insurance carrier(s), their agents or assigns shall not be subject to the grievance and arbitration provisions contained in this Collective Agreement.

This plan is administered according to the terms of the policy.

19.3.2 Pension Plan

Each full-time or part-time permanent employee having completed one (1) full year of continuous service, shall enroll in the Non-Academic Pension Plan.

The plan is administered in accordance with the terms of the plan and benefits are in accordance with the terms of the plan.

The Employer and the members of the plan shall each make contributions to the plan in accordance with the terms of the plan.

The parties agree that the pension plan defines a form of deferred compensation which exists for the sole benefit of the members of the pension plan and their beneficiaries. On the advice of the actuary, after having established adequate reserves, any remaining surplus will be used for the benefit of members and beneficiaries.

19.4 Term employees who have been employed continuously in the same position for more than one (1) year will be enrolled in the preceding benefits plans on the same basis as permanent employees and will continue to be enrolled if no break in service occurs. Should the term employee be successful in securing the same term position on a permanent basis, the employee will receive the benefit of the preceding benefit plans, providing the applicable waiting periods have been served (dated from the appointment of the original term).

19.5 Employee Status While on Disability Plan

An employee drawing benefits from either the Short-Term Disability Plan or the Long-Term Disability Plan will retain seniority rights in the same manner as if at work. The employee will retain coverage in the benefit plans, for which he/she was enrolled in prior to going on disability. Pension service is deemed and no contributions are made.

19.6 Return to Work

An employee who returns to work after being on the Short-Term Disability Plan or the Long-Term Disability Plan and who is able to satisfactorily carry out the duties of the position which was held immediately prior to the commencement of the disability will be placed in the position the employee left or, if that is not possible, in one with the same job title, salary, Job Family and Phase.

An employee whose position has been declared redundant will be provided with placement, bumping and recall rights as per Article 12.1 provided thirty (30) days' notice has been given by the employee prior to returning to work.

19.7 Benefits During Leave of Absence

19.7.1 An employee who is on the Short-Term Disability Plan or the Long-Term Disability Plan will be considered to be on leave of absence for application of Article 19.7.2 and Articles 17.1 and 18.2.

19.7.2 Sick Leave, Vacation Leave and Increment Date

If leave of absence (except as provided in Articles 15.1 and 15.3) exceeds thirty-one (31) calendar days, credits for sick leave and vacation leave will not be accumulated during the period of absence. If the leave of absence is for less than thirty-one (31) calendar days the employee will continue to accumulate sick leave credits and vacation credits in the normal fashion.

An employee will continue to accumulate sick leave credits and vacation credits in the normal fashion during the fifteen (15) weeks of Supplementary Employment Benefits (Article 15.8.3). Sick leave credits and vacation credits will not accumulate during any other period of maternity/adoption/parental leave.

19.7.3 Pension Plan

If the leave of absence (except as provided in Article 15.1 and 15.3) is less than fifteen (15) calendar days, contributions to the pension plan and service credits will not be affected.

If the leave is for greater than fifteen (15) days in any one (1) month, or at the completion of the fifteen (15) weeks of Supplementary Employment Insurance Benefits (Article 15.8.3) contributions to the pension plan and accumulation of service credit will be discontinued unless prior arrangements are made for prepayment of both the employee's and the Employer's share.

Notwithstanding this, when an employee is on Short-Term Disability or Long-Term Disability, or is receiving fifteen (15) weeks of Supplementary Employment Insurance Benefits (Article 15.8.3), no contributions will be made to the pension plan, but service credits will be deemed to accumulate in the normal manner.

19.7.4 Group Insurance, Dental Plan, Long-Term Disability Plan, Extended Health Plan

If the leave is for less than thirty-one (31) days, the employee will continue to be covered. An employee receiving the fifteen (15) weeks of Supplementary Employment Insurance Benefits (article 15.8.3) will also be covered and normal Employer/employee deductions apply.

For other leaves in excess of thirty (30) calendar days, an employee may elect to continue dental plan coverage and extended health care plan coverage providing they make prior arrangements to pay the premiums required for continuance of the plans.

Group insurance and Long-Term Disability Plan coverage will be provided on the following basis:

If the leave is for thirty-one (31) days to six (6) months, or on the completion of the fifteen (15) weeks of Supplementary Employment Insurance (EI) Benefits (Article 15.8.3), the employee is required to prepay the premiums or make arrangements for payment.

If the leave exceeds six (6) months, the employee has the option of dropping coverage beyond six (6) months (and being subject to the waiting period upon return) or continuing coverage beyond six (6) months by paying both the employee's and the Employer's premium cost.

In any case, all coverage will terminate after a full twelve (12) month period of leave of absence.

If an employee is on leave without pay and is covered by the Long-Term Disability Plan, the employee is insured, but no benefit is payable until the employee is scheduled to return from leave.

19.8 Assisted Early Retirement

The Employer may, without prejudice, propose to an employee an early retirement package which may include a financial settlement. The Union will be informed of such an arrangement.

ARTICLE 20 – OCCUPATIONAL HEALTH AND SAFETY

20.1 Co-operation on Safety

It is agreed that the Employer, the Union, the employees and all levels of supervision will co-operate fully to promote safe work practices, healthy working conditions and compliance with *The Occupational Health and Safety Act, 1993* and regulations.

The Union, through the participation of its members in the Joint Occupational Health and Safety Committee(s), will provide input into issues of occupational health and safety on campus and will assist wherever possible in the furtherance of safe conditions and practices.

The Employer will keep under review the use or presence, at the place of employment, of chemical or biological substances which may be hazardous to the health or safety of workers.

Any employee may request that the Dean, Administrative Head or designate substitute a safe or less hazardous substance for any chemical or biological substance currently in use. Workplace

Safety and Environmental Protection (WSEP) will co-operate in advising the employees through their Dean, Administrative Head or designate on the possibility of using suitable substitutions.

20.2 Safety Committee Pay Provisions

The Occupational Health Committees shall hold meetings and regular inspections to deal with all unsafe, hazardous or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings or inspections. Minutes of all committee meetings and inspection reports shall be provided to the Union.

20.3 Safety Measures

All employees either working with or in close proximity to any hazardous product or dangerous material will be supplied with adequate and sufficient training, education, tools, and safety equipment so as not to be exposed to unacceptable risks of the hazardous product or dangerous material. The training, tools and equipment to be used will be determined by WSEP in consultation with the relevant Occupational Health Committee consistent with pertinent legislation and accepted protocols.

20.4 Educational and Training Programs

20.4.1 The Employer, in consultation with the appropriate Occupational Health Committee, will develop and implement educational and training programs relating to the health and safety of workers, at no cost to the employees, and to be conducted during normal work time.

20.4.2 Upon giving reasonable notice (generally of not less than forty-eight (48) hours), Union members of the health committees shall be entitled to take time off work not exceeding five (5) days per year to attend educational courses and seminars for the instruction and upgrading on health and safety matters. Where these courses are given by the Occupational Health Division of Saskatchewan Labour, a training agency approved by the division, or occupational health training given or approved by the Employer, this time will be taken with no loss of earnings or other benefits. Management reserves the right to postpone this training if necessary to meet urgent operational requirements or emergencies.

20.4.3 Employees who feel they have not had opportunity for training on new equipment which they are required to operate as part of their normal duties should first discuss the issue with their Dean, Administrative Head or designate and then, if necessary, with Human Resources.

20.5 Safety and Health Reports, Records and Data

The Occupational Health Committee members shall be notified of serious accidents or injuries and the scene shall be investigated as soon as possible. Reports of every accident or occurrence of an occupational disease at the work site will be provided to the appropriate Occupational Health and Safety Committee. The Committee members may request any pertinent health and safety records held by the Employer, which are not confidential.

20.6 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job or operate any equipment which, in the opinion of the employee(s) or any member of the Safety Committee, is unsafe, until and Occupational Health Officer or an Occupational Health Committee established under *The Occupational Health and Safety Act, 1993*, has investigated the matter or situation, or until

sufficient steps have been taken so that the employee has reasonable grounds for believing that the duty or duties are not longer unusually dangerous.

ARTICLE 21 – RESPECTFUL WORKPLACE

21.1 The Union and the Employer are committed to a respectful workplace, free of harassment.

21.2 Harassment is defined consistent with Sec. 3(1) of *The Occupational Health and Safety Act, 1993* (as amended October 1/07).

21.3 An employee who believes he or she has been harassed shall have access to the Employer's respectful workplace/discrimination and harassment policy and the grievance procedure. The following protocol shall apply:

- (a) The employee making a complaint may choose to register it under the Employer's policy as well as via the grievance procedure. However, the policy process will proceed first.
- (b) In the event the policy process does not address the complaint to the employee's satisfaction, the grievance will be heard at Stage 2 with no issue of timeliness under Article 14.7 provided it was filed pursuant to Article 14.6.1.
- (c) An employee making such complaint shall have the right to have a Union Representative present at any related meeting with the Employer.
- (d) The Employer, the employee making such complaint and the Union agree that they will protect the confidentiality of all person involved to the greatest extent possible in the circumstances.

ARTICLE 22 – MISCELLANEOUS

22.1 Itemized Statement

The Employer will provide, on each pay day, to each employee an itemized statement of wages showing the month, hours, rates, deductions, etc. Personal material will be provided in sealed envelopes.

22.2 Administrative Errors

Administrative errors relative to an employee's salary or fringe benefits will be adjusted, but in such a way as to not prejudice the rights of the employee.

22.3 Coffee Breaks

Employees who work full days will be permitted two (2) fifteen (15) minute coffee breaks or one (1) half (1/2) hour coffee break per day, as distances warrant. Employees who work half days are entitled to one (1) fifteen (15) minute coffee break. Unused coffee breaks may not be used to alter hours of work in any day. Breaks will be arranged to maintain at least minimal service in any area.

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 (14) days notice when terminating and ninety (90) days when retiring. The Employer agrees to waive some or all required notice of retirement in extenuating circumstances.

22.5 Provision of Tools

The Employer shall supply all tools and equipment required by the employee in the performance of the employee's duties. Replacement will be made by producing the worn or broken tool. The employee shall return all tools and equipment upon termination.

22.6 Rules and Regulations

When the Employer introduces new rules or regulations concerning employees' conduct on Employer premises or during working hours, copies will be posted and also forwarded to the Union office. Such rules and regulations will be reasonable and will not be inconsistent with any article in the Collective Agreement.

22.7 Uniforms and Protective Clothing

22.7.1 Adequate uniforms will be provided to employees in Security, Caretaking and Food Services. All articles of the uniform shall be returned to the Employer when no longer required in the performance of duties.

22.7.2 Adequate protective clothing will be provided by the departments when the duties performed by an employee are abnormal or which will result in the employee's clothing being destroyed or rendered unfit for further use. This does not include normal wear. The type and article of clothing provided will be determined by the department. Upon presentation of proof of need, parkas shall be provided.

22.8 Transportation

If an employee's shift normally starts or ends when public transportation is not available, and they are having difficulty getting to/from work due to the fact they normally rely on public transportation, they will contact their Dean, Administrative Head or designate or supervisor so that special arrangements/accommodations can be considered with reimbursement of taxi costs as appropriate.

22.9 Access to Personnel File

Each employee will, after having made an appointment with Human Resources, have reasonable access to the contents of their file. The review will be conducted in the presence of a Human Resources representative. The employee may assign in writing the right to review their file to their Union Representative. Upon request the employee shall be provided with copies of documents in the file at the employee's expense. The employee may add a signed and dated response to any material in the file. Material not present in the file may not be used in any decision under Articles 8, 9, 12, or 13 without that information being made available to the employee.

22.10 Service Defined

Service is defined as being actively at work or on approved leave of absence with pay including sick leave and vacation; or on maternity leave, but does not include leave of absence without pay in excess of thirty-one (31) calendar days (see Article 19.7.2).

22.11 Special Circumstances Severance

In unusual or extenuating circumstances, as determined by the Employer and with the agreement of the Union, a permanent employee who signs an agreement to terminate employment will be entitled to severance pay of two (2) weeks' pay at the employee's current

rate of pay for every year or partial year of service to a maximum of fifteen (15) months' pay. The payment will be calculated to the date the employee leaves the permanent position or a succeeding term position, whichever is later.

ARTICLE 23 – HOURS OF WORK AND SPECIAL PAY PROVISIONS

23.1 The following regular hours of work are in effect:

Group A Clerical Group: five (5) day thirty-five (35) hours per week, seven (7) hours per day.

Library: thirty-five (35) hours per week, seven (7) hours per day.

Group B Duplicating and Printing Services: five (5) day thirty-five (35) hours per week, seven (7) hours per day.

Group C Animal and Poultry Science (Farm): thirty-eight (38) hours per week which may be balance over a two (2) week period with a maximum of forty-five (45) hours in any one week.

Horticulture: thirty-eight (38) hours per week, 7.6 hours per day.

Food Services: thirty-eight (38) hours per week, 7.6 hours per day, five (5) consecutive days unless otherwise mutually agreed.

Maintenance and Trades: five (5) day thirty-eight (38) hours per week, 7.6 hours per day.

Caretakers: thirty-eight (38) hours per week, 7.6 hours per day, five (5) consecutive days unless otherwise mutually agreed.

Technical Staff: five (5) consecutive days thirty-eight (38) hours per week, 7.6 hours per day; (Technician IV: working hours by mutual agreement with Dean, Administrative Head or designate).

Group D Steam Plant: thirty-eight (38) hours per week, 7.6 hours per day. Notwithstanding this, employees shall work an eight (8) hour shift (except as provided for in Article 23.1.1) which will not constitute overtime, and hours of work will be balanced over a period of time.

Security: thirty-eight (38) hours per week, 7.6 hours per day. Notwithstanding this, employees shall work an eight (8) hour shift (except as provided for in Article 23.1.1) which will not constitute overtime, and hours of work will be balanced over a period of time.

23.1.1 Alternate Hours of Work

In order to provide meaningful time off, full-time permanent and term employees in Groups A, B, C, and D will have the right to work altered schedules provided levels of service and productivity can be maintained without additional cost. As a result of discussion between the Dean, Administrative Head or designate and the employees alternate work schedules may be developed. Employees who disagree with their work schedule may appeal in writing to the next appropriate level of authority. All altered schedule arrangements will be subject to the general provisions listed below:

Group A

It is understood that an appropriately longer working day may provide one (1) day off for every fourteen (14) days worked. However, this may not be suitable in every work area in which case alternative work schedules may be developed.

Group B

It is understood that an appropriately longer working day may provide one (1) day off for every fourteen (14) days worked. However, this may not be suitable in every work area in which case alternative work schedules may be developed.

Group C

It is understood that an appropriately longer working day may provide one (1) day off for every nineteen (19) days worked. However, this may not be suitable in every work area in which case alternative work schedules may be developed.

Group D

An experiment with varied hours of work may be developed, in accordance with a memorandum of agreement outlining the experiment and voting procedures regarding its implementation.

Part-time employees may be considered for Earned Day Off (EDO) eligibility on a case by case basis where in the opinion of the Employer it would be operationally feasible to do so.

General Provisions Regarding Altered Hours of Work

1. Schedules under this alternative may vary, but as general principles:
 - (a) Hours of work will be altered in a way which will permit those participating to take full days off.
 - (b) Wherever possible, time off will be given in conjunction with normal days of rest, vacation, or in blocks of time.
 - (c) Schedules may be modified from time to time to meet special needs of work units, but schedules will not be altered unreasonably.
 - (d) Accumulated time will be taken within a year of being earned.
2. Unless otherwise indicated, days off are treated as normal days of rest.
3. Sick leave and vacation utilization is recorded consistent with Articles 17 and 18. However, for Group D a day will be considered to be eight (8) hours, and twelve (12) hours will be considered to be a day and one-half.
4. Additional time worked in order to accumulate time off shall not constitute overtime, nor shall it result in any additional premium pay.
5. For the purpose of accumulating the earned day off, sick and vacation time will be counted based on the appropriate longer working day.

23.1.2 Hours of Work Over Christmas Season

Given that the University is closed between December 25 and January 1, there will be no option for employees to work during this time except where the Employer declares it is

not possible to allow certain employees the time off during the Christmas season. The effect on all employee groups as per Article 23.1 is as follows:

Group A and Group B: Clerical, Library, Duplicating and Printing Services

Twenty-one (21) additional hours, equivalent to three (3) days, must be worked in each calendar year. These days will be taken during the Christmas season on dates designated by the employer.

Group C and D: Animal and Poultry Sciences, Horticulture, Food Services, Maintenance, Caretakers, Technical Staff, Steam Plant and Security

Full-time permanent employees working a forty (40) and thirty-eight (38) hour work week will be allowed two (2) additional days off (regular hours) with pay per calendar year. If the needs of the department permit, these days will be taken during the Christmas season on dates designated by the Employer.

Employees in Group C and D may be required to make up one (1) additional day during this period depending upon whether they are scheduled to work.

Where the Employer declares it is not possible to allow certain employees time off during the Christmas season, the employees in Group C and D will be allowed two (2) days off with pay at an alternate time to be determined by mutual agreement between the employee and the Dean, Administrative Head or designate.

23.1.2.1 Where employees are required to make up additional days as per Article 23.1.2, the Dean, Administrative Head or designate in consultation with employees will develop a schedule whereby an employee may cover the time by use of any one of the following:

- (a) Banked time or existing overtime
- (b) Unused earned day(s) off
- (c) Vacation time
- (d) Leave of absence without pay

Extra time worked to bank time for these days would be determined by the needs of the department but in no instance would the total work day (regular time plus extra time) exceed eight (8) hours per day. No overtime premium is payable for this extra time.

23.1.2.2 New employees who have not been given an opportunity to accrue the additional hours as per Article 23.1.2 prior to Christmas will be given the option of taking the day (s) off without pay or working the additional make up time early in the new year on a schedule provided by the Dean, Administrative Head or designate.

23.1.2.3 Part-time permanent employees may make similar arrangements as outlined in Article 23.1.2.1, but on a pro-rated basis.

23.1.2.4 Seasonal or term employees who are not laid off over the Christmas period may, by mutual agreement with the Dean, Administrative Head or designate, arrange a schedule that enable them to accumulate the time necessary to take

the day(s) off with pay. Time worked for this purpose will not constitute overtime nor shall it result in any additional premium pay.

23.2 Overtime

- 23.2.1 Employees shall be paid double time for all time worked in excess of the stated regular or altered hours of work for their classification, as stipulated in Article 23.1. Employees who work less than full days will not receive overtime until their work exceeds the stated regular hours of work.
- 23.2.2 All overtime which is paid by the Employer must be authorized by the Dean, Administrative Head or designate. Except in emergency situations, such overtime must be authorized in advance.
- 23.2.3 Employees shall notify Human Resources within sixty (60) days if their overtime has not been paid.
- 23.2.4 If an employee has left the place of work and is not aware of being required to work overtime and is called back for overtime work, the employee shall be paid a minimum of two (2) hours at overtime rates. An employee required to return to work for brief periods of previously scheduled overtime work will be compensated on the basis of a minimum of one (1) hour's work at overtime rates. Where a call back occurs after 2:30 a.m., that employee will have the option of either reporting for work as scheduled, utilizing accumulated banked time, or deferring the start and end times of the immediate following shift, creating no eligibility for overtime as a result thereof. Where a call back occurs after 4:30 a.m. the employee will have the option of starting their regular shift immediately following completion of the call out work.

23.2.5 Time Off in Lieu

23.2.5.1 Any employee required to work overtime shall receive pay for this time unless time off at the appropriate overtime rate in lieu of pay is mutually agreed to by the employee and the Employer and the agreement is recorded in writing.

23.2.5.2 Accumulation of Time Off

When it is mutually agreed between the Dean, Administrative Head or designate and the employee, and providing it does not require additional extra help or cause overtime costs, the employee may accumulate overtime compensation from each incidence of overtime for up to one (1) year in order to provide time off with pay. Scheduling of time off is by mutual agreement between the employee and the Dean, Administrative Head or designate.

- 23.2.6 Where an employee is required to work continuously beyond normal quitting time in excess of two (2) hours, or is required to return to work for overtime purposes for a period in excess of four (4) hours, the Employer agrees to provide a suitable meal.
- 23.2.7 Overtime shall be voluntary except in emergencies. In the even there is a difference in opinion as to what constitutes an emergency, the final decision shall be that of Human Resources.
- 23.2.8 Part-Time Employees

Employees who are employed to work fewer than the stated regular hours of work may not be required to work additional hours without mutual agreement.

23.3 Calculation of Overtime

Overtime paid to an employee on a monthly rate shall be computed on the value of one (1) hour, the regular yearly salary and the regular yearly working hours used as a basis.

23.4 Shift Premium

23.4.1 For time actually worked, a permanent, term, recurring relief or casual employee will receive an additional **one dollar (\$1.00)** per hour for each hour or part of an hour of regularly scheduled work outside the hours of 8:00 am to 6:00 pm Monday through Friday. If the majority of an employee's hours of work on a shift fall outside the hours specified above, the premium will be paid for the entire shift.

23.4.2 When an employee chooses to work outside the hours of 8:00 am to 6:00 pm Monday to Friday, the premium will not be paid.

23.4.3 The premium will not be paid on overtime.

23.4.4 The premium will not be paid in addition to the differentials specified in Article 23.7.

23.4.5 The Employer agrees that where possible and subject to the safe and efficient operation of the Employer, shift scheduling will be kept to a minimum of persons required on holidays, Saturdays and Sundays.

23.5 Calculation of Part Month's Salary

When it is necessary to calculate a part of a month's salary, or in any case concerning pay due or deducted from an employee working on a monthly rate, such pay shall be computed by computing the actual weekly regular hours to an average monthly hours, multiplying by the number of days worked in the month, dividing by the total number of working days in the month inclusive of holidays, then multiplying by the hourly rate.

For employees employed on an hourly basis, the hourly rate will be computed by multiplying the regular monthly rate by twelve (12) months, dividing by fifty-two (52) weeks, then dividing by the normal hours of work per week.

23.6 Bilingual Bonus

An employee shall receive a bilingual bonus of seven percent (7%) per month, providing the job requires on a continuing basis, fluency in speaking, reading or writing in a language other than English and it is specified as 'bilingual' by Human Resources. Employees may apply in writing to Human Resources.

23.7 Shift Differentials

The following differentials will receive an amount of eighty dollars (\$80) per month:

23.7.1 Steam Plants Rotating Shift Differential

23.7.2 Security/Campus Safety

Employees who regularly work on either a rotating shift or a non-day shift.

23.7.3 Animal Care Personnel

Under the Technical Group, employees required to work weekends on a regular basis. For employees not required to work every weekend the differential will be pro-rated.

23.7.4 Steam Plant Refrigeration Papers

Steam Plant employees required to hold a valid Saskatchewan Refrigeration Certificate.

23.8 Hazardous Work Pay Premium

23.8.1 Radiation Pay Premium

An employee trained in radiation disposal techniques and assigned to radiation disposal service under the direction of the Radiation Safety Officer shall receive a differential of fifty dollars (\$50.00) per month.

23.8.2 Asbestos Pay Premium

An employee trained in asbestos disposal techniques and assigned to asbestos removal will receive an additional seventy-five (\$0.75) cents per hour for all assigned hours worked.

23.8.3 Rescue Team Premium

Employees who are members of the Rescue Team shall be provided with a premium of one hundred and twenty dollars (\$120) per month where assigned.

23.8.4 High Voltage **Arc Flash** Premium

One hundred dollars (\$100) per month where assigned for high voltage certified electricians, effective the first of the month following the date of signing.

23.8.5 Blaster Certificate Premium

Employees required to hold a blaster certificate will be paid a premium of one hundred dollars (\$100.00) per month where assigned.

23.9 **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.

23.10 Provision of Journals

The Employer agrees that departments employing technicians or security personnel will provide them with those journals that are necessary in maintaining their technical competence. The departments, after consultation with the employees, will determine whether journals are necessary and what journals are to be provided.

23.11 Spray Painting Differential (for Painters only)

\$0.36 per hour

23.12 Certification Fees

The Employer shall pay for all costs of association, certification and re-certification fees for all employees when the Employer requires ongoing registration or membership as a condition of employment.

ARTICLE 24 – THE AGREEMENT

24.1 Duration

This Collective Agreement shall be effective from January 1, 2010 and shall remain in force and effect up to December 31, 2012 and from year to year thereafter, but either party may, not less than thirty (30) days nor more than sixty (60) days prior to the expiry date hereof, give notice in writing to the other party to negotiate a revision thereof.

Notwithstanding the above, with consent of the parties, negotiations for a new Collective Agreement may commence six (6) months prior to the expiration of the current contract.

24.2 Previous Agreements

This Collective Agreement, and the addenda thereto, supersedes all previous agreements and letters of intent.

24.3 Previous Provisions

Nothing in this Collective Agreement shall affect any provisions or concessions already in existence which are more favorable to any employee than those contained in this Collective Agreement.

24.4 Conflicting Laws

If any provision of this Collective Agreement or of any collective agreement made in pursuance thereof is found to be contrary to the provisions of any law, now or hereafter enacted, this Collective Agreement will not be abrogated but it is subject to such amendments as may be necessary to bring it into conformity with the law.

24.5 Officers of the Employers – Titles

Throughout this Collective Agreement, titles of Officers of the Employer are interchangeable as deemed appropriate.

IN WITNESS THEREOF the parties hereto have caused these presents to be executed this 12th day of May, 2010.

MEMORANDUM OF UNDERSTANDING

Utilization of Earned Days Off

During the life of this Collective Agreement, the University of Saskatchewan and CUPE 1975 will, on a case by case basis, determine methods by which earned days off (EDO) can be provided in work units while not compromising operational efficiency or increasing loss of productivity or service to the public.

This protocol is agreed notwithstanding previous arbitral or court decisions regarding the interpretation or application of Article 23.1.1 of this Collective Agreement. The parties consider this protocol to indicate a return to the original spirit and intent of Article 23.1.1.

Should a dispute occur pursuant to this MOU, the parties agree to submit same to mediation by a mutually agreed to and paid for neutral third party. Should no agreement result, Article 23.1.1 shall govern.

MEMORANDUM OF AGREEMENT

Scope

The parties agree that they will review the scope of the CUPE 1975 bargaining unit and the applicable certification orders. The Union shall have ninety (90) days following the signing of the Collective Agreement to identify positions which it believes should fall within its scope. A process will be developed to review the scope of these positions and determine if they fall within the appropriate bargaining unit. The parties agree that they will submit a joint application to the Labour Relations Board to amend the applicable certification orders in accordance with the review.

MEMORANDUM OF AGREEMENT

12 Hour Shifts

At the request of either party, a joint committee will review their respective 12 hour shift agreements.

MEMORANDUM OF AGREEMENT

Shift Work

An employee appointed to a position involving shift work shall attend, with pay, a training session on the effects of shift work and the steps which can be taken to lessen the effects on the employee's health. Training shall normally occur within six months of appointment.

MEMORANDUM OF AGREEMENT

High Voltage Premium

The Employer agrees 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 high voltage premium will be paid to Electronic Technologists/Technicians on the same basis as certified high voltage electricians per Article 23.8.4.

MEMORANDUM OF AGREEMENT

Pension Review

Whereas the parties to the Collective 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, 2010.

MEMORANDUM OF AGREEMENT

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, 2010.

MEMORANDUM OF AGREEMENT

THIS JOINT STAKEHOLDER AGREEMENT made between:

The University of Saskatchewan
(hereinafter referred to as the Employer)

- and -

The Administrative and Supervisory Personnel Association
(hereinafter referred to as ASPA)

- and -

The Canadian Union of Public Employees, Local 1975
(hereinafter referred to as CUPE 1975)

- and -

The Canadian Union of Public Employees, Local 3287
(hereinafter referred to as CUPE 3287)

- and -

The University of Saskatchewan Faculty Association
(hereinafter referred to as the USFA)

JOINT STAKEHOLDER AGREEMENT FOR THE UNIVERSITY OF SASKATCHEWAN EMPLOYEE ASSISTANCE PROGRAM

WHEREAS the parties to this Agreement recognize the value of an effective, efficient and quality Employee Assistance Program (EAP);

AND WHEREAS the parties to this Agreement each hold a stake in an effective, efficient and quality EAP;

AND WHEREAS as a result of a review of the University of Saskatchewan EAP recommendations were provided to the EAP Board in May of 2006;

AND WHEREAS the EAP Board has considered the recommendations and reported its decisions to the parties;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

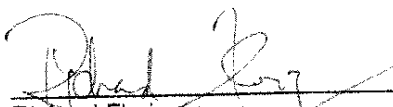
1. The University of Saskatchewan will provide an EAP for its employees based on the 'Report of the University of Saskatchewan EAP Board in Response to Recommendations Contained in the May 2006 Review Report' and as follows:
 - a) The EAP will provide referral and counseling services for any employee, or employee Family member (as defined by EAP Board),
 - b) All employees of the University of Saskatchewan, unionized and non-unionized, with the exception of students, shall be eligible to utilize the EAP. The EAP Board shall decide any questions as to eligibility,
 - c) EAP staff will accept self-referrals and recommended referrals from stakeholders and stakeholder representatives. The EAP Board recognizes that at times it may be appropriate for the stakeholder or stakeholder's representative to recommend a referral to EAP services to address an issue that is impacting upon an employee's work. In the event that an employee is referred by a stakeholder or stakeholder's representative there is no requirement that the employee follow-up the referral. In these cases the stakeholder or stakeholder's representative may contact the EAP to let the staff know that a referral was made. In these cases there will be no contact between the EAP provider and the referral source except with the expressed written consent of the employee. This includes but is not limited to the EAP provider informing the referral source that the employee followed through on the referral,
 - d) All EAP records shall be treated as confidential and shall be distinct from and not be placed in the employee's personal file held by the Employer. No use shall be made of EAP records which is not necessary to the provision of service within the EAP without the express written consent of the EAP client. No party to this agreement shall have access to any information in an EAP file or subpoena any service provider to give evidence in any arbitration proceeding concerning an individual client's participation in the program. Nothing shall prohibit an employee from consenting to the use of client information in an EAP file or the testimony of a service provider if such information is relevant in any proceeding taken under the collective agreement or in any legal action external to the University. Reports prepared for circulation external to the EAP shall consist only of information in aggregated form so that no information or data cell could be used to identify a single client. If the client so requests in writing, the Employer and the appropriate union will be provided with written notification that an employee is utilizing the EAP.
2. The implementation and operations of the EAP shall be overseen by an eight member EAP Board, as follows:
 - a) one member appointed by the Employer who is a senior administrator;
 - b) one member appointed by the Employer who is a dean;
 - c) one member appointed by the Employer;
 - d) one member from ASPA appointed by ASPA;

- e) one member from CUPE 1975 appointed by CUPE 1975;
 - f) one member from CUPE 3287 appointed by CUPE 3287;
 - g) one member from the USFA appointed by the USFA, and
 - h) one member external to the University with knowledge and expertise in employee assistance programs nominated and selected by the other members of the EAP Board by a majority vote on a secret ballot.
3. Appointments to the EAP Board by the appointing bodies shall be made effective as soon as reasonably possible after the signing of this Agreement. The normal term of appointment will be for three years.
4. The responsibilities of the EAP Board shall include but are not limited to:
- a) oversight of EAP services, administrative structure, resources required and other relevant matters according to both recognized standards established for employee assistance programs and according to best practices;
 - b) determination of EAP policy and best practice options for EAP services that will provide high quality services that meet the needs of both the employees and the University;
 - c) oversight of EAP resources [financial, human, facilities] required for effective and efficient operation of an EAP based on best practice;
 - d) assessment of the effectiveness of the EAP according to both recognized standards established for employee assistance programs and according to best practices;
 - e) oversight of space and equipment requirements for delivery of EAP services;
 - f) setting standards and guidelines for service delivery;
 - g) defining reporting requirements on services delivered;
 - h) monitoring service delivery and client surveys;
 - i) building the knowledge of EAP Board members with respect to recognized standards and best practices for employee assistance programs, and
 - j) meeting regularly and not less than 6 times per year.
5. A quorum for meetings is one representative from each of the Employer, ASPA, CUPE 1975, CUPE 3287 and the USFA.
6. The EAP Board will function with two co-chairs. One co-chair will be a member of the Board appointed by the employer chosen by the employer and the other chair will be a member of the Board from one of ASPA, CUPE 1975, CUPE 3287 and the USFA chosen by those members of the Board. The term of office for the chairs will be two years. The Board member from the USFA and the Associate Vice-President, Human Resources, will be the co-chairs for the first term of office.
7. The responsibilities of the co-chairs shall include but are not limited to:

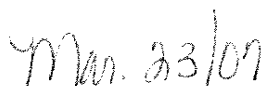
- a) carrying out the administration and management of the affairs of the EAP Board between meetings, subject to the approval of the EAP Board;

 - b) setting the agenda for EAP Board meetings;
 - c) meeting in consultation with each other and members of the EAP Board;
 - d) reviewing information and requests sent to and from the EAP Board;
 - e) functioning as the official liaison on behalf of the EAP with service providers and University administration;
 - f) reporting to the EAP Board on issues from the service provider;
 - g) at the instance of either co-chair, requesting a special meeting to deal with urgent concerns;
 - h) reviewing operational procedures and concerns; and
 - i) ensuring that all EAP Board positions are filled.
8. Under the direction of the EAP Board, the EAP shall be evaluated on a yearly basis and a regular comprehensive review shall be undertaken not less than every three or more than every five years. The timing of a comprehensive review will be at the discretion of the EAP Board and will include the evaluation of the current EAP services, the administrative structure, the resources required and other relevant matters according to both recognized standards established for employee assistance programs and according to best practices to determine the effectiveness, efficiency and quality of the EAP. The objectives of a comprehensive review will include identification of limitations, best practice options for services, identification of the level of resources required for effective and efficient operation of an EAP based on best practice, and a review of the suitability of the current service provider with the aim of determining how services shall be provided into the future. Review results will be presented to the EAP Board for consideration and as necessary changes shall be made to the services provided. It is recommended that funding beyond the normal operations of the EAP required for evaluations be provided by the Employer.
9. Matters of dispute related to the EAP between the Employer and any of the stakeholder unions will be addressed through appropriate dispute resolution processes as outlined in specific collective agreements.
10. This Agreement may be modified from time to time with the approval of the EAP Board following consultation with the parties.

IN WITNESS WHERE the parties hereto have executed this Joint Agreement.



 Richard Florizone
 Vice-President (Finance & Resources)
 On behalf of the Chair of the Board of Governors
 University of Saskatchewan



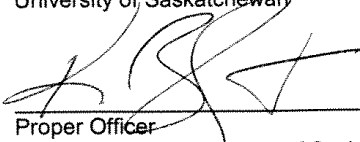
 Date



Barb Daigle
Associate Vice-President, Human Resources
On behalf of the Secretary to the Board of Governors
University of Saskatchewan

March 23/07

Date



Proper Officer
On behalf of the University of Saskatchewan
Administrative and Supervisory Personnel Association

March 26/07

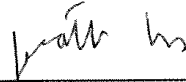
Date



Proper Officer
On behalf of the Canadian Union of
Public Employees, Local 1975

March 27/07

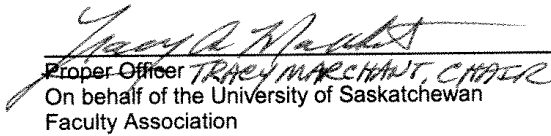
Date



Proper Officer
On behalf of the Canadian Union of
Public Employees, Local 3287

March 23 07

Date



Proper Officer TRACY MERCHANT, CHAIR
On behalf of the University of Saskatchewan
Faculty Association

MARCH 29, 2007

Date

APPENDIX 1

University of Saskatchewan

CUPE 1975 Wage Ranges

Effective January 1, 2010

	Minimum Hourly	Midpoint	Maximum Hourly	Minimum Monthly (35 hrs/week)	Maximum Monthly (35 hrs/week)	Minimum Monthly (38 hrs/week)	Maximum Monthly (38 hrs/week)	Regular Increment*
Phase 1	13.29	14.62	15.94	2,015.65	2,417.57	2,188.42	2,624.79	2%
Phase 2	16.24	17.87	19.49	2,463.07	2,955.98	2,674.19	3,209.35	2%
Phase 3	18.23	20.05	21.87	2,764.88	3,316.95	3,001.87	3,601.26	2%
Phase 4	19.64	23.07	26.51	2,978.73	4,020.68	3,234.05	4,365.31	2%
Phase 5	24.26	28.50	32.74	3,679.43	4,965.57	3,994.81	5,391.19	2%
Phase 6	28.62	33.63	38.64	4,340.70	5,860.40	4,712.76	6,362.72	2%

* Refer to Article 11.3

APPENDIX 1

University of Saskatchewan

CUPE 1975 Wage Ranges

Effective January 1, 2011

	Minimum Hourly	Midpoint	Maximum Hourly	Minimum Monthly (35 hrs/week)	Maximum Monthly (35 hrs/week)	Minimum Monthly (38 hrs/week)	Maximum Monthly (38 hrs/week)	Regular Increment*
Phase 1	13.69	15.05	16.42	2,076.32	2,490.37	2,254.29	2,703.83	2%
Phase 2	16.73	18.41	20.07	2,537.38	3,043.95	2,754.87	3,304.86	2%
Phase 3	18.59	20.45	22.31	2,819.48	3,383.68	3,061.15	3,673.71	2%
Phase 4	20.03	23.53	27.04	3,037.88	4,101.07	3,298.27	4,452.59	2%
Phase 5	24.75	29.07	33.39	3,753.75	5,064.15	4,075.50	5,498.22	2%
Phase 6	29.19	34.30	39.41	4,427.15	5,977.18	4,806.62	6,489.51	2%

* Refer to Article 11.3

APPENDIX 1
University of Saskatchewan
CUPE 1975 Wage Ranges
Effective January 1, 2012

	Minimum Hourly	Midpoint	Maximum Hourly	Minimum Monthly (35 hrs/week)	Maximum Monthly (35 hrs/week)	Minimum Monthly (38 hrs/week)	Maximum Monthly (38 hrs/week)	Regular Increment*
Phase 1	14.10	15.51	16.91	2,138.50	2,564.68	2,321.80	2,784.51	2%
Phase 2	17.23	18.96	20.67	2,613.22	3,134.95	2,837.21	3,403.66	2%
Phase 3	18.96	20.86	22.76	2,875.60	3,451.93	3,122.08	3,747.81	2%
Phase 4	20.43	24.00	27.58	3,098.55	4,182.97	3,364.14	4,541.51	2%
Phase 5	25.25	29.65	34.06	3,829.58	5,165.77	4,157.83	5,608.55	2%
Phase 6	29.77	34.99	40.20	4,515.12	6,097.00	4,902.13	6,619.60	2%

* Refer to Article 11.3

APPENDIX 2
 University of Saskatchewan
Position Placement Table
 For Incumbents as of January 1, 2010*

	<i>Applied Scientific Services (AP)</i>	<i>Trade Services (TS)</i>	<i>Facility Services (FS)</i>	<i>Operational Services (OS)</i>	<i>Ancillary Services (AN)</i>	<i>Security Services (SS)</i>
Phase 1	Technical Assistant Caretaker		Caretaker Grounds Worker Labourer Parking Enforcement Officer Truck Driver	Bindery Worker Library Assistant Clerical Assistant Cultural Attendant Postal Clerk	Cafeteria Worker Cook Food Services Porter Truck Driver	
Phase 2	Technician Technical Assistant		Caretaker Labourer Grounds Worker Parking Enforcement Officer** Truck Driver Utility Labourer Facilities Attendant	Bindery Worker Clerical Assistant Copy Centre Operator Library Assistant Storekeeper	Cashier (Food Services) Cook Cafeteria Worker	

APPENDIX 2
 University of Saskatchewan
Position Placement Table
 For Incumbents as of January 1, 2010*

	<i>Applied Scientific Services (AP)</i>	<i>Trade Services (TS)</i>	<i>Facility Services (FS)</i>	<i>Operational Services (OS)</i>	<i>Ancillary Services (AN)</i>	<i>Security Services (SS)</i>
Phase 3	Animal Attendant Animal Technician Technician	Painter	Caretaker Facilities Attendant General Maintenance Worker Grounds Worker Mechanical Maintenance Worker Parking Enforcement Officer Stockperson Utility Labourer Utility Vehicle Operator Truck Driver Gardener Horticulture	Clerical Assistant Copy Centre Operator Duplicating Equipment Operator Library Assistant Photoprinter Storekeeper	Senior Cashier (Food Services) Banquet Supervisor	
Phase 4	Animal Technician Dental Assistant Graphic Designer Medical Lab Tech Nurse Technician Feedmill Operator	Auto Mechanic Boiler Operator, 3 rd Class Boiler Operator, 4 th Class Locksmith	Feedmill Operator Labour Asst Supervisor Parking Enforcement Officer** Animal Technician Caretaker Field Labourer Grounds Asst Supervisor Grounds Maintenance Worker Horticulture Asst Supervisor Mechanical Maintenance Worker Stockperson General Maintenance Worker	Clerical Assistant Library Assistant Storekeeper Copy Centre Operator Draftsperson Duplicating Equipment Operator Nurse		Community Peace Officer

APPENDIX 2
 University of Saskatchewan
Position Placement Table
 For Incumbents as of January 1, 2010*

	<i>Applied Scientific Services (AP)</i>	<i>Trade Services (TS)</i>	<i>Facility Services (FS)</i>	<i>Operational Services (OS)</i>	<i>Ancillary Services (AN)</i>	<i>Security Services (SS)</i>
Phase 5	Animal Technician Dental Assistant Instrument Maker Med Lab Technologist Technician Animal Technician Supervisor Feedmill Supervisor	Carpenter Electrician Locksmith Painter Plumber Service Mechanic Shift Engineer, 2 nd Class Steamfitter Tinsmith Welder Masonry Maintenance Worker Auto Mechanic	Caretaker Supervisor Grounds Worker Horticulture Supervisor Labour Supervisor Utility Supervisor Herds person Animal Technician Animal Technician Supervisor Caretaker General Maintenance Worker	Clerical Assistant Library Assistant Storekeeper Technician		Community Peace Officer
Phase 6	Dental Assistant Instrument Maker Senior Glassblower Technician Technician Supervisor	Carpenter Supervisor Electrician Electrical Supervisor Senior Electrical Supervisor Mechanical Supervisor Painter Supervisor Plumber Supervisor Senior Engineer, 1 st Class Steamfitter Supervisor Service Mechanic Locksmith	Caretaker Supervisor (as per email May 22/08) General Maintenance Supervisor	Clerical Assistant Library Assistant Printing Services Supervisor		Community Peace Officer

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 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 **student** employees **as per Article 1.4.3**.
4. In this MOA, the word 'term' shall refer to the **three (3)** academic terms which comprise an academic year at the University of Saskatchewan.
5. Casual FAPA will include the **job titles** listed in Schedule 'B' and any other **job titles** as may be agreed to by the parties in the future.
6. **When** Aquatics Instructors have completed **three (3)** terms in which they work at least thirty-five (35) hours per term **they** will be eligible to receive a swimsuit allowance.

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 **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

7. Hours of work for FAPA aquatic staff in the job titles of Leadership Class Instructor and Instructor will be scheduled such that one hundred and sixty (160) hours will be averaged over four (4) weeks. Overtime will not apply until such time as the hours worked exceed this amount

over the four (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 7 will be considered to comply with *The Labour Standards Act*.

8. See salary ranges per Schedule B.

Schedule "A"

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

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

Schedule "B"
RATES OF PAY
Effective January 1, 2010
UNIVERSITY OF SASKATCHEWAN
FACILITIES AND PROGRAM ASSISTANTS (FAPA)

	Start	1 year	2 yrs.	3 yrs.	4 yrs.
Customer Service Assistant Equipment Room Assistant Event Assistant Fit Centre Assistant (uncertified)	\$10.33				
Event Supervisor Fit Centre Assistant (CFC)	\$10.76				
Aquatics Leadership Class Instructor	\$13.93				
Climbing Wall Supervisor Fit Centre Supervisor	\$18.24				
* Aquatics Guard * Aquatics Instructor Campus Rec. Officials Assistant Campus Rec. Program Assistant Children's Activity Camp Assistant Children's Activity Camp Instructor League & Tournament Assistant Onsite Assistant	\$10.33	\$10.76	\$11.99	\$13.09	\$13.93
Fit Centre Assistant (PFLC)	\$11.99	\$13.09	\$13.93	\$18.24	
Certified Hockey Official	\$15.57	\$18.24	\$19.22		

* Aquatics Guards and Aquatics Instructors will move to the next increment upon completion of four (4) terms. Terms do not need to be consecutive nor adjacent. A minimum of thirty-five (35) hours per term must be worked to receive credit.

Schedule "B"
RATES OF PAY
Effective January 1, 2011
UNIVERSITY OF SASKATCHEWAN
FACILITIES AND PROGRAM ASSISTANTS (FAPA)

	Start	1 year	2 yrs.	3 yrs.	4 yrs.
Customer Service Assistant Equipment Room Assistant Event Assistant Fit Centre Assistant (uncertified)	\$10.54				
Event Supervisor Fit Centre Assistant (CFC)	\$10.98				
Aquatics Leadership Class Instructor	\$14.21				
Climbing Wall Supervisor Fit Centre Supervisor	\$18.60				
* Aquatics Guard * Aquatics Instructor Campus Rec. Officials Assistant Campus Rec. Program Assistant Children's Activity Camp Assistant Children's Activity Camp Instructor League & Tournament Assistant Onsite Assistant	\$10.54	\$10.98	\$12.23	\$13.36	\$14.21
Fit Centre Assistant (PFLC)	\$12.23	\$13.36	\$14.21	\$18.60	
Certified Hockey Official	\$15.88	\$18.60	\$19.60		

* Aquatics Guards and Aquatics Instructors will move to the next increment upon completion of four (4) terms. Terms do not need to be consecutive nor adjacent. A minimum of thirty-five (35) hours per term must be worked to receive credit.

Schedule "B"
RATES OF PAY
Effective January 1, 2012
UNIVERSITY OF SASKATCHEWAN
FACILITIES AND PROGRAM ASSISTANTS (FAPA)

	Start	1 year	2 yrs.	3 yrs.	4 yrs.
Customer Service Assistant	\$10.75				
Equipment Room Assistant					
Event Assistant					
Fit Centre Assistant (uncertified)					
Event Supervisor	\$11.20				
Fit Centre Assistant (CFC)					
Aquatics Leadership Class Instructor	\$14.50				
Climbing Wall Supervisor	\$18.98				
Fit Centre Supervisor					
* Aquatics Guard	\$10.75	\$11.20	\$12.48	\$13.62	\$14.50
* Aquatics Instructor					
Campus Rec. Officials Assistant					
Campus Rec. Program Assistant					
Children's Activity Camp Assistant					
Children's Activity Camp Instructor					
League & Tournament Assistant					
Onsite Assistant					
Fit Centre Assistant (PFLC)	\$12.48	\$13.62	\$14.50	\$18.98	
Certified Hockey Official	\$16.20	\$18.98	\$19.99		

* Aquatics Guards and Aquatics Instructors will move to the next increment upon completion of four (4) terms. Terms do not need to be consecutive nor adjacent. A minimum of thirty-five (35) hours per term must be worked to receive credit.

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