



COLLECTIVE AGREEMENT

between

The University of Saskatchewan

and

The Administrative and Supervisory
Personnel Association

2002/2003, 2003/2004 and 2004/2005

1 May 2002 – 30 April 2005



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This Agreement is Made

This 27th day of May 2003

Between

The University of Saskatchewan

A Body Corporate Hereinafter Referred to as

“The University”

AND

The Administrative and Supervisory Personnel Association

Hereinafter Referred to as

“The Association”

DEFINITIONS

Academic Year is defined as the period July 1 to June 30.

AECC is the acronym for the Administrative Employees Consultative Committee (Article 6).

Agreement refers to the Collective Agreement between the University of Saskatchewan and the Administrative and Supervisory Personnel Association.

ASPA is the acronym for the Administrative and Supervisory Personnel Association.

ASPA representative refers to a person who has been designated by the ASPA Executive to represent the Association in a specific capacity.

Associate Vice-President (Human Resources) refers to the Associate Vice-President (Human Resources) or a person designated to act in his/her place.

Association refers to the Administrative and Supervisory Personnel Association (ASPA).

Board of Governors is responsible for overseeing and directing all matters respecting the management, administration and control of the university's property, revenues and financial affairs.

Department refers to an academic department, an administrative department, a college, a school, an institute, an administrative unit, a division or the Library.

Department Head refers to the head of an academic department, the head of an administrative department, the dean of a college, the director of a school, institute or administrative unit, the head of a division, the Librarian or other administrative head.

Employee refers to any person in the employ of the University of Saskatchewan.

Employer refers to the University of Saskatchewan.

Fiscal Year is defined as the period May 1 to April 30.

FTE refers to full-time equivalent.

Labour Relations Board adjudicates disputes arising under The Trade Union Act and other Saskatchewan labour legislation. The Board operates in a quasi-judicial manner, holding formal public hearings and rendering written decisions. The Board administers *The Trade Union Act*, *The Construction Industry Labour Relations Act, 1992* and *The Health Labour Relations Reorganization Act*. These laws apply to most unionized employees in Saskatchewan.

Member refers to a person appointed to an Administrative, Professional or Technical Officer position as defined by the Labour Relations Board Order (602-77) dated at Saskatoon, 31 October, 1978 and amendments.

President refers to the President, University of Saskatchewan or designate.

President of the Association refers to the President of the Administrative and Supervisory Personnel Association or designate.

Retirement occurs when a member reaches normal retirement age or elects to leave employment at the University and is immediately eligible for University of Saskatchewan pension benefits.

Service refers to the time spent by a member performing the duties assigned by the employer.

Supervisor refers to the person who directs the work of a member and to whom the member reports.

Types of Employees refers to permanent, seasonal, term and casual (Article 3.4).

University refers to the University of Saskatchewan.

Vice-President refers to any of the Vice-Presidents of the University or designate.

Vice-President (Finance and Resources) refers to the Vice-President (Finance and Resources) of the University or designate.

ARTICLE 1 - PREAMBLE

In recognition of the need for the successful operations of the University, both parties to this Collective Agreement agree to cooperate within the spirit and scope of this Collective Agreement to promote harmonious relations and settled conditions of employment and to facilitate the peaceful settlement of all disputes and grievances affecting the terms and conditions of employment provided in this Collective Agreement.

ARTICLE 2 – MANAGEMENT OF THE UNIVERSITY

The Association recognizes that the Management of the University and the direction of employees are vested exclusively with the University. The University agrees that the exercise of its management and directory functions will be consistent with the terms of this Collective Agreement.

ARTICLE 3 - SCOPE AND RECOGNITION

3.1 Recognition

The University recognizes the Association as the exclusive bargaining agent of the members of the bargaining unit (whether probationary, permanent, seasonal, term or casual) as defined by the Order of the Saskatchewan Labour Relations Board, dated at Saskatoon, Saskatchewan on the 31st day of October, A.D. 1978, or as may be amended from time to time by the Labour Relations Board or by mutual agreement of the parties to this Agreement.

3.2 Correspondence

Decisions regarding grievances and interpretations of this agreement will be recorded and exchanged, in a timely manner, between the Associate Vice-President (Human Resources) and the President of the Association.

3.3 Notification of Change of Status

The Human Resources Division must notify the Association within thirty (30) days when it is known that a change in the status of a member or position will occur. The Association will have a reasonable amount of time to consult where appropriate and arrange a meeting of the Administrative Employees Consultative Committee (AECC) (Article 6) to discuss concerns about the change or proposed change. Recourse to this meeting procedure does not preclude any action taken under other clauses of the Agreement including the grievance procedure.

3.3.1 List of Positions

By February 28 of each year, and as requested periodically, the Human Resources Division will provide the Association with an up-to-date list of members. This list will include name, employee identification number, position number, job title, member status, position status, department, full-time equivalency, pay grade, salary and end date if term.

3.4 Types of Employees

3.4.1 Permanent Employee refers to a member who has successfully completed the probationary period (Article 8) and whose employment is expected to continue indefinitely.

3.4.2 Seasonal Employee refers to a member who occupies a recurring seasonal position and who has successfully completed the probationary period (Article 8). Such a member has the expectation that the recurring employment will continue indefinitely.

3.4.3 Term Employee refers to a member hired for a stated period of time. A term employee will be eligible for benefits as provided in Article 12. In such cases, any waiting period shall be calculated taking into consideration any previous continuous employment.

3.4.3.1 Term Employee to Permanent or Seasonal Employee Status

A member who has completed three (3) years of service in the same position which is half time or greater may apply to AECC to be considered for permanent status. A member who has worked at least half time in the same position for at least six (6) months in each of three (3) consecutive years may apply to AECC to be considered for seasonal status. The granting of permanent or seasonal status will not be unreasonably denied.

3.4.4 Casual Employee refers to a member whose hours of work are for brief or irregular periods.

3.5 Rights of Members

All members of the Association are entitled to all the rights, benefits and provisions of this Agreement except where specifically limited by articles or clauses in the Agreement.

ARTICLE 4 - STRIKES AND LOCKOUTS

4.1 Strike

The Association shall not declare or authorize a strike, work stoppage, or similar industrial action by its members while this Agreement is in force, provided there is no lockout or similar industrial action by the University.

4.2 Lockout

The University shall not declare or cause a lockout of members or similar industrial action while this Agreement is in force, so long as there is no strike or work stoppage, or similar industrial action by the Association.

4.3 Refusal to Cross Picket Line

A member who refuses to cross a picket line established by another certified bargaining agent, in consequence of a strike, shall not be in breach of this Agreement and shall be subject to a loss of pay but not subject to any disciplinary action.

ARTICLE 5 - ASSOCIATION SECURITY

5.1 Association Membership

All employees who are now or hereafter become covered by the Association bargaining certificate will, as a condition of employment, become members of the Association.

5.1.1 Information for New Members

The University will inform each new employee eligible for membership in the Association about the Association and its function. The University will at the same time provide the employee with an "Application for Membership" form, as furnished by the Association, a copy of the current Agreement, and other information provided by the Association. The Association reserves the right to meet with new members during normal working hours with no loss of salary.

5.2 Deduction of Association Dues

Association dues are a condition of employment for members. The President of the Association will inform the University in writing of the amount of dues and other such assessments that will be deducted monthly from members' pay cheques. The University will deduct this amount from each pay cheque and remit the total to the Treasurer of the Association prior to the 10th day of the following calendar month. Each remittance will be accompanied by a list of members' names along with type and amount of deduction made for each member.

5.3 Dues Receipts

Statements of income when issued shall reflect the amount of dues paid in the relevant taxation year.

5.4 Time Off for Association Business

The University agrees to allow members to attend to Association business during regular hours of work with no loss of salaries or wages. Association meetings may include the Annual General Meeting, ratification meetings, Committee meetings and other meetings held at the request of the University. Time off with pay for members to attend Association meetings and related business shall be subject to normal operating requirements of the University. Time off for members shall not be unreasonably denied.

ARTICLE 6 - ADMINISTRATIVE EMPLOYEES CONSULTATIVE COMMITTEE (AECC)

6.1 Membership and Purpose

This Committee shall consist of representatives of the Association and representatives of the University. The main purposes of the Committee are:

- a) to consider matters relating to the interpretation and application of the Agreement and
- b) to discuss and settle, if possible, matters of mutual concern (except for grievances or changes in the Agreement).

6.2 Schedule of Meetings

Meetings shall be held at a time and place fixed by mutual consent. Such meetings shall be held once a month, unless there is mutual agreement between the parties to cancel or postpone a meeting.

Special AECC meetings may be called by the Association or the University by mutual agreement to deal with special cases in the informal problem resolution process (Article 17.1).

6.3 Agenda and Record of the Meetings

An agenda will be distributed before the meeting. Lack of notice of a matter to be discussed shall not preclude the matter from being discussed at the meeting.

All decisions and items requiring further action shall be recorded and copies distributed in a timely manner after each meeting.

ARTICLE 7 – RECRUITMENT AND RETENTION OF EMPLOYEES

7.1 Advertising of Positions

The Human Resources Division will advertise all Association positions of a duration of more than four (4) months and with a full-time equivalent that is equal to or exceeds 0.5. The exception will be as specified in Article 20.7.1.

7.2 Advertising Procedure

All positions advertised will be posted by the Human Resources Division for a minimum of one (1) week. The Human Resources Division will send a copy of all advertisements to the Association.

All applications will be directed to the Human Resources Division. The Human Resources Division will identify all Association member applicants before forwarding the applications to the department at the close of the application period.

7.2.1 Grading Requirements for Advertising

Prior to full implementation of the new Job Evaluation procedures the following process will apply:

Vacant positions will be advertised at the same grade as when vacated except in the case of reorganization or reassignment of duties or functions. For such redefined positions, the pay grade may be altered and a new pay grade or salary range established. New positions will normally be advertised with an assigned pay grade. The Association will be informed, in writing, of the reasons for the change.

7.3 Consideration of Member Applicants

Members who apply for advertised Association positions on or before the closing date and who meet the minimum qualifications will be interviewed. All member applicants will be advised, in writing, of the result of their application.

7.3.1 Education and Training Incentive

Recognizing the benefit of University experience and the career development of the individual, permanent, seasonal and eligible term members who are appointed to an advertised ASPA permanent or seasonal position are eligible for the equivalent of two (2) additional annual allotments of the Accountable Professional Expense Account (Article 12.5). This one-time allotment must be used for assisting in the transition to the new appointment as outlined in the work plan (Article 9.2.1) and must be spent within fifteen (15) months of the start of the new appointment. Eligible members and their supervisors should send a Letter of Application to the Associate Vice-President (Human Resources) and the President of the Association. Applications should specify the nature of the opportunity, how it will assist in the transition to the new appointment and include a copy of the current work plan.

The Accountable Professional Expense Account (Article 12.5) expires 30 April 2004 and is replaced by the Accountable Professional Development Account (Article 12.6) effective 1 May 2004.

7.4 Appointment Procedure

7.4.1 Selection Committee

A Selection Committee will interview all qualified member applicants (Article 7.3) and other external candidates as necessary. The name of the applicant(s) recommended for appointment to the position will be forwarded to the Appointments Committee.

7.4.2 Appointments Committee

The Appointments Committee is chaired by the Associate Vice-President (Human Resources) and includes the department head. The Appointments Committee must review the recommendations of the Selection Committee and approve the appointment of the successful candidate.

7.4.3 Letter of Offer

After the Appointments Committee has approved the appointment of the candidate, the University must forward a written letter of offer to the candidate. An appointment is not official until the candidate has accepted the offer in writing.

7.4.4 Notification

The names of the successful applicants will be published by the Human Resources Division and forwarded to the Association.

7.5 Promotions and Transfers

7.5.1 Promotions

A promotion occurs when a member's duties and responsibilities are recognized by a higher pay grade and salary.

Appointments that are defined as promotions are probationary as specified in Article 8. A member with permanent status who accepts a promotion and fails to successfully complete the probationary period in the new appointment shall be eligible for all applicable provisions as specified in Article 16.

When a member's salary is changed by promotion the new salary shall be within the range of the new position. The new salary will be at least one (1) full increment (in the new range) higher than the former salary or the maximum of the new range (whichever is lower).

7.5.2 Transfers

A transfer is the appointment of a member to another posted position having the same or lesser pay grade and salary. The Association will be consulted before any transfer occurs that will result in a decrease in salary or pay grade.

Appointments that are defined as transfers are probationary as specified in Article 8. A member with permanent status who accepts a transfer and who fails to successfully complete their probationary period in the new appointment shall be eligible for all applicable provisions as specified in Article 16.

If a member's salary is changed by transfer, the new salary shall be within the range of the new position.

ARTICLE 8 – PROBATIONARY PERIOD FOR PERMANENT AND SEASONAL APPOINTMENTS

The most valid process to gauge a member's level and quality of performance is to view their activity during a probationary period. Noting the annual cyclical nature of the work at the University, an initial probationary period of one (1) year is recommended.

Members must be evaluated during their probationary period as outlined in Article 8.3.

8.1 Probationary Period for Permanent and Seasonal Employees

Appointments to Permanent and Seasonal positions shall be probationary per Table 8.1 – Declining Balance of Probationary Period. Under special circumstances specified by the Appointments Committee and agreed to by the Association, the probationary period required can be reduced or waived.

A member who has completed a probationary period and who accepts a new ASPA appointment is subject to a probationary period reduced by one (1) month for each complete year of service, such years to be calculated from the start of his/her first probationary period as a member, declining to a minimum of three (3) months until the twelfth (12th) year of service, at which time the probationary period is waived.

Table 8.1 Declining Balance of Probationary Period

Years of Service as an ASPA Member	Probationary Period (months)
0-1	12
1-2	11
2-3	10
3-4	9
4-5	8
5-6	7
6-7	6
7-8	5
8-9	4
9-10	3
10-11	3
11-12	3
12 and more	0

8.2 Term Employees and Probation

Term employees, by the nature of the position's status, do not have a probationary period as it occurs in permanent positions. However, throughout the first year in a position, term employees must be provided with timely and constructive feedback by their supervisor on how they are meeting the objectives of the work plan. Performance must be discussed with the member and documented including a proposed action plan. Should a term employee's position become permanent their probationary period will be prorated based on their service to the University in that position. This service to the University is also considered when determining eligibility for benefits.

8.3 Systematic Assessment of Performance While on Probation

Throughout the probationary period the department head or supervisor will provide timely and constructive feedback to the member in meeting the objectives of the work plan (Article 9.2.1). Performance must be discussed with the member and documented, including a proposed action plan(s).

8.4 Final Probationary Assessment

At least thirty (30) days before the probationary period ends, the department head will recommend in writing to the Associate Vice-President (Human Resources) (only) with a copy to the member and the President of the Association:

- a) that the member's appointment be confirmed as permanent or seasonal in the position held;
 - b) that the probationary period be extended for a further three-month period, giving reasons. This must be approved by mutual agreement between the University and the Association;
- or
- c) that the appointment not be continued giving reasons. Prior to the University making a final determination, a meeting of the department head, the University, the Association and the member will be held to review the recommendation.

8.5 Termination of Probationary Appointment

At any time prior to the final probationary assessment the department head may recommend that the appointment not be continued. This must be done in writing as outlined in Article 8.4.

A member with permanent or seasonal status who fails to successfully complete the probationary period in the new appointment shall be eligible for all applicable provisions as specified in Article 16.

A member without permanent or seasonal status who is terminated during the probationary period will be given one (1) month notice or pay in lieu.

8.6 Positions Brought into the Scope of the Association

The University will use the employee's service to the University to determine eligibility for benefits and length of probation for positions brought into the scope of the Association. Employees with more than one (1) year of continuous service to the University prior to the position coming under the jurisdiction of the Association will have served their probationary period. If employees have less than one (1) year of service, their probationary period will be prorated.

ARTICLE 9 – ASSIGNMENT AND ASSESSMENT OF DUTIES

9.1 Position Profile Including Position Grading

This process is currently under development and review by the Joint Job Evaluation Committee that is comprised of both University and Association representatives. The new processes and procedures will be negotiated between the University and the Association after final recommendations are made by the Joint Job Evaluation Committee.

9.2 Performance Management

9.2.1 Work Plan Development Including Hours of Work

The University and the Association recognize the benefit of work plans for members and encourage members and their supervisors to develop these plans.

This clause specifies the expectation for the development of a work plan for each position, including the determination of hours of work. These plans should provide for an appropriate balance of work life and personal life and equity across the bargaining unit. The plans will be

developed in a consultative fashion and will provide flexibility in meeting the needs of the member and the University. These work plans will be subject to change to meet the varying demands of the University, the department and the member.

The University and the Association understand the intent of work plans to be a support tool which clearly sets expectations for members and their supervisors. The work plan is jointly developed by members and their supervisors to ensure the plan is practical, reasonable, resources are available and that both parties understand the priorities and responsibilities. The parties may choose to use a standard template jointly developed by the Association and the University.

The parties recognize that work plans may take time to phase in if it has not been standard practice.

Members and their supervisors are encouraged to develop and document a work plan. This work plan will outline the hours of work within an annual framework of 1950 hours (weekly average of 37.5) and priorities for duties and deliverables. These work plans should be reviewed every four months and revised, if necessary. The spring review will form a basis of the annual performance appraisal which will encompass the previous year's performance and which will be forwarded to the Human Resources Division for adjudication by the Salary Review Committee (Article 9.3.6).

In documenting expectations of hours of work, consideration should be given to the core hours of the University (8:30 a.m. – 4:30 p.m., Monday to Friday), the regular operating hours of the unit and the need to balance work and personal life.

If the hours of work will exceed the annual framework of 1950 hours, additional compensation in the form of time off with pay, or additional pay will be provided. Contact the Human Resources Division to discuss the appropriate level of compensation.

If the parties experience difficulty in developing suitable work plans, they should consult the Human Resources Division or the Association.

9.3 Performance Review

9.3.1 Annual Performance Appraisal and Salary Review of Permanent, Seasonal and Eligible Term Employees

Before 1 April each year, the Human Resources Division will send to each department a Performance Appraisal and Salary Recommendation Form for each member. Using the work plans as a basis, the supervisor shall meet and discuss the performance of duties with each member for the current fiscal year (1 May to 30 April). The supervisor will then complete the appraisal form. Salary recommendations will be made in terms of regular increment (Article 9.3.2), merit increment (Article 9.3.3) or special action (Article 9.3.4). A grading review (Article 9.1) or a market adjustment (Article 10) may be proposed. Each member will be asked to sign the original copy of their performance appraisal. A copy will be provided to the member. The member may attach a personal statement to the assessment form or may forward it directly to the Associate Vice-President (Human Resources) with a copy to the supervisor. Members who have not received their performance appraisal by 15 May may apply to the Human Resources Division or the AECC for an intervention aimed at having their department provide a timely appraisal.

Salary recommendations must be submitted to the Human Resources Division not later than 15 May. The Salary Review Committee will consider these recommendations. Approved salary adjustments will take effect 1 July.

9.3.2 Regular Increment

Regular increments are provided to recognize growth in proficiency from experience and a satisfactory level of performance over a given time span, usually one (1) year. If a member's

performance is considered unsatisfactory, the annual increment may be withheld. If the regular increment is to be withheld, the member will be given reasons in writing as soon as possible after the decision is made with a copy provided to the Association. Withholding a regular increment will be grievable subject to the provisions of the grievance procedure (Article 17).

Recurring term employees should be recommended for a regular increase; an approved increase would come into effect with the start of a subsequent term of employment.

9.3.2.1 Increment Date

The increment date for all members is 1 July. Where the date of appointment is not 1 July, the regular salary increment in the second year of employment shall be determined as follows:

(a) Appointments effective between 1 July and 30 September inclusive will entitle the member to a full regular increment.

(b) Appointments effective between 1 October and 30 June inclusive will entitle the member to a regular increment pro-rated on the basis of the number of days by which the effective date precedes 1 July.

9.3.3 Merit Increases

Merit increases, normally calculated in fractions or multiples of regular increments, may be awarded when proficiency, growth and levels of performance are considerably better than what might generally be viewed as "normal" and recognizes exceptional merit.

Merit increases may be provided in one of two ways – regular merit increases or one-time merit increases. Regular merit increases will be added to a member's base salary providing such an increase does not exceed the maximum of the salary range. One-time merit increases will not be added to a member's base salary. These one-time payments are designed to recognize members who have reached the top of their pay scale and are not eligible for regular merit increases.

All recommendations for merit increases and one-time merit increases must be made with a full rationale and will be considered by the Salary Review Committee.

0.50% of the total ASPA annual payroll is allocated for regular merit increases. (Expires 30 April 2003)

Up to 0.35% of the total ASPA annual payroll is allocated for regular merit increases. (Effective 1 May 2003)

0.45% of the total ASPA annual payroll is allocated for one-time merit increases. (Expires 30 April 2003)

Up to 0.35% of the total ASPA annual payroll is allocated for one-time merit increases. (Effective 1 May 2003)

Any unused portions of the merit or special actions pools are cumulative. (Expires 30 April 2003)

9.3.4 Special Action

Special action increases are designed to provide recognition to members who have been assigned and have undertaken extra or additional duties beyond the normal scope of their position and for which no other compensation has been provided (Article 9.4.1). All recommendations for special action must be made with a full rationale and will be considered by the Salary Review Committee.

Up to 0.10% of the total ASPA annual payroll is allocated for special action.

9.3.5 Scale Adjustments

All members will receive scale adjustments as bargained from time to time by the Association and the University. The exception to this may be appointments where a firm salary is established by the Appointments Committee.

9.3.6 Salary Review Committee

The Salary Review Committee, chaired by the Vice-President (Finance and Resources), makes policy recommendations to the Board of Governors in matters of salary administration, and receives and considers salary increases for permanent, seasonal and eligible term employees. After reviewing these requests, the Salary Review Committee makes recommendations to the Board of Governors through the President. All recommendations made by the Salary Review Committee shall be provided in writing to the Association as soon as possible.

Membership shall consist of at least three (3) representatives appointed by the Association and up to eight (8) representatives appointed by the University from among senior academic and administrative staff. Association members will be full participants, but have non-voting status.

Decisions of the Salary Review Committee are not subject to the grievance procedure, except as provided in this Article.

9.4 Other Assignments

9.4.1 Additional Assignments

Under certain circumstances, it may be appropriate for members to assume responsibilities in addition to their regular duties for which they may receive extra remuneration, e.g. teaching a class, marking papers, additional administrative duties, assuming more senior responsibilities in a temporary capacity, or any project where significant extra time is required.

Permission to assume such additional responsibilities must be obtained from the department head and the Associate Vice-President (Human Resources).

9.4.2 Acting Appointments

When a member is requested to take on additional responsibilities on an acting basis additional compensation will be provided. The extent and nature of additional compensation will be determined by the department head and the member, in consultation with the Associate Vice-President (Human Resources) and, at the member's request, the President of the Association.

9.4.3 Entry and Re-entry of Members from Excluded Positions

9.4.3.1 Temporary Appointment to Out-of-Scope Position

A member who is appointed to a position excluded from the Association shall cease membership and stop paying dues for the duration of the appointment provided the appointment is for more than thirty-one (31) calendar days. At the completion of the appointment to an excluded position, the member will automatically become eligible for Association membership, will commence paying dues and will have all rights and privileges (which are possible at the time) as if membership had been held continuously throughout the period of appointment to the excluded position.

9.4.3.2 Reappointment to In-Scope Position

A member reappointed to a position in the Association, who has had previous continuous employment with the University, will become eligible for membership and will commence paying dues upon appointment. Except for the probationary requirement, the member will have all rights and privileges (which are possible at the time) as if membership in the Association had been throughout the member's University employment.

9.5 Outside Employment

Association members may undertake outside employment providing such employment does not interfere with the member's day-to-day University duties. Members must inform their department head prior to accepting or initiating outside employment which could be perceived to be a conflict of interest.

Permission of the University Board of Governors must be obtained before a member agrees to act as a Director or an Officer of a company.

A full statement of the University Board of Governors policy is obtainable from the Human Resources Division.

9.6 Membership in Professional Associations

Where membership in a professional association is required by the University of a permanent, seasonal or eligible term employee, such membership will be paid by the University. In certain cases, it may be feasible for the University to obtain an institutional membership in lieu of underwriting the memberships of individual members. Inquiries as to eligibility should be referred to the Associate Vice-President (Human Resources). The Human Resources Division will include in the job posting a reference to any employment requirement to hold membership in professional associations. Department heads should include these requirements in employment letters of offer.

9.7 Pay Grades

All positions in the Association are graded within twelve (12) pay grades. A copy of the Pay Grade Schedules 1 - 12 is attached as Appendix "1". The process of development and review of position grades is ongoing by the Joint Job Evaluation Committee (Article 9.1).

ARTICLE 10 – MARKET ADJUSTMENTS

The determination and payment of market adjustments is the sole responsibility of the University. On July 1 of each year the University will provide to the Association a list of those members who will be receiving a market adjustment for the upcoming year. In the event a new market adjustment is warranted or the University has reason to change an existing market adjustment the University will notify the Association one (1) month in advance of this change being implemented.

The Association through the AECC will discuss the appropriateness and fairness of all market adjustments.

ARTICLE 11 – PROMOTIONS AND TRANSFERS

11.1.1 Promotions

A promotion is the appointment of a member to another position, within the same department or elsewhere in the University, involving duties and responsibilities of a more complex or demanding nature and are recognized by a higher pay grade and salary.

11.1.2 Transfers

A transfer is the appointment of a member to another position within the same department or elsewhere in the University, involving duties and responsibilities of a comparable nature and having a similar pay grade and salary. In certain circumstances, the transfer may be at a lesser pay grade or salary.

All promotions and transfers must be made in accordance with the procedures specified in Article 7.5. Appointments that are defined as promotions or transfers are probationary, as specified in Article 8. A member who accepts a promotion or transfer and who fails to qualify for permanent status in the new position shall be eligible for all applicable provisions as specified in Article 16.

11.2 Salary Adjustment Through Promotion or Regrade

If a member's salary is changed upward by promotion or regrade, the new salary shall be within the pay grade for the new position. The new salary will be at least one (1) full increment in the new pay grade higher than the former salary, or the maximum of the new pay grade (whichever is lower). Details of the calculation will be provided to the member by the Human Resources Division.

ARTICLE 12 – BENEFITS

12.1 Benefit Plans

All members shall enroll in employee benefit plans for which they are eligible according to the terms of those plans. Employees already contributing to the Non-Academic Pension Plan at the time of appointment to a position within the Association will be given the option of retaining membership in that plan. Detailed information concerning the following benefit plans will be provided by the Human Resources Division and updated regularly:

- a) University Pension Plan
- b) Group Life Insurance Plan
- c) Salary Continuance Plan
- d) Family Dental Plan
- e) Family Extended Health Care Plan

12.1.1 Benefits for Members on Seasonal Layoff

During seasonal layoff, Seasonal Employees will be eligible to continue their benefits under Article 12, unless prohibited by the benefit plan. If the member elects to continue benefits, they will be required to pay both the employee's and the employer's share of the premium costs.

12.2 Professional Development

12.2.1 Professional Development Fund

The Professional Development Fund expires 30 April 2004 and will be replaced by the Accountable Professional Development Account effective 1 May 2004 (see Article 12.6).

The University will annually allocate an amount of \$80,000.00 toward the Professional Development Fund. Any unexpended amounts will be carried forward.

The Professional Development Fund shall be administered by a Committee composed of the Associate Vice-President (Human Resources) and the President of the Association. The Committee will make its judgements based on the benefit to the member, the anticipated benefit to the University and previous assistance received by the individual.

Letters of Application should be submitted to the Associate Vice-President (Human Resources) with a copy to the President of the Association. Applicants should specify the term and nature of the opportunity, the anticipated benefit to the individual and the University, and the anticipated costs. Members are advised to apply as early as possible prior to embarking upon the professional development opportunity. Claims for reimbursement must be submitted no later than ninety (90) days after the professional development activity has been completed.

Members must obtain approval from their department head if the professional development opportunity is during normal working hours.

Decisions made by the Professional Development Fund Committee will not be subject to the provisions of the grievance procedure.

12.2.2 Eligible Professional Development Opportunities

12.2.2.1 Professional Courses

University or off-campus professional courses, which in the opinion of the department head will benefit the member, the department and the University.

12.2.2.2 Other Courses

Members, for their own benefit, are encouraged to take courses offered by the University of Saskatchewan or other recognized post-secondary institution, agency or association.

12.2.2.3 Professional Conferences and Meetings

Financial assistance may be available for members to attend conferences, seminars, workshops or meetings of professional organizations.

12.3 Education and Retraining

Through the AECC, the University, the Association and a member may agree that a retraining program is necessary. In such cases, the member will continue to receive their regular monthly salary. The member may be eligible for the Education and Training Incentive (Article 7.3.1).

12.4 Tuition Waiver

Members shall be entitled to have tuition fees waived for one (1) credit course per academic term for courses taken at the University of Saskatchewan. Registration is completed through the normal class registration procedure. The tuition waiver is accessed through Employee and Student Accounts, Financial Services Division.

Provided that space is available in the course, the tuition for auditing one (1) six-credit unit course or equivalent, per academic year, will be waived by the University. If the course is audited during normal working hours, approval must be obtained in advance from the department head.

Table 12

**BENEFIT ELIGIBILITY
GREATER THAN OR EQUAL TO HALF-TIME (= 0.5 FTE)**

For the following types of employees, the FTE must be half time or greater, and there must be no breaks in employment. Eligibility is based on *the term of the appointment = one (1) year or* a combination of service to the employer that is equal to one (1) year.

BENEFIT	EMPLOYEE STATUS		
	TERM Appointment or Service <1 Year	Appointment or Service = 1Year	PERMANENT / SEASONAL *
Accountable Professional Expense Account [\$600 per year] <i>(Expires 30 April 2004)</i>	not eligible	eligible	eligible
Professional Development Fund <i>(Expires 30 April 2004)</i>	eligible	eligible	eligible
Accountable Professional Development Account [\$800 per year] <i>(Effective 1 May 2004)</i>	not eligible	eligible	eligible
Basic Group Life Insurance [\$40,000]	not eligible	eligible	eligible-3 month waiting period
Business Travel Insurance [\$100,000]	eligible	eligible	eligible
Dental Coverage [member and dependant(s)]	not eligible	eligible	eligible-3 month waiting period
Extended Health Care [member and dependant(s)]	not eligible	eligible	eligible
Fitness Benefit	eligible	eligible	eligible
Housing Assistance [up to \$12,000]	not eligible	**	eligible
Pension	not eligible	eligible	eligible-maximum voluntary deferral 3 years
Retirement Bonus	not eligible	not eligible	eligible after 20 years of service
Salary Continuance Plan	not eligible	eligible	eligible
Sick Leave - 1.25 days per month	eligible	***	***
Tuition Waiver	eligible	eligible	eligible
Voluntary Group Life	not eligible	eligible	eligible

* The waiting periods are waived if a permanent / seasonal employee has at least three (3) months of service immediately prior to the permanent appointment.

** May be eligible depending on length of term and funding arrangements.

*** See the Salary Continuance Plan

Table 12

**BENEFIT ELIGIBILITY
LESS THAN HALF-TIME (< 0.5 FTE) AND CASUAL EMPLOYEES
COVERAGE CRITERIA**

	50%	100%
Employment History for Benefits	Eligibility is retrospectively evaluated twice a year: once when the initial 26+ weeks are completed (not necessarily in July and regardless of starting date) and once in January. At the initial / mid year evaluation, to qualify at least 390 hours must have been worked but less than 780 hours in the previous 26 weeks. At the year-end evaluation, to qualify at least 780 hours must have been worked but less than 1560 hours in the previous calendar year.	At the initial / mid year evaluation (see 50 % coverage definition), to qualify, at least 780 hours must have been worked in the previous 26 weeks. At the year-end evaluation in January, to qualify, at least 1560 hours must have been worked in the previous calendar year.

BENEFITS

	TERM LESS THAN HALF-TIME	CASUAL
Group 1	<i>Eligibility is based on University Employee hours.</i>	
Basic Group Life Insurance	\$20,000	\$40,000
Business Travel Insurance	\$50,000	\$100,000
Dental Coverage	50% of Basic Dental coverage, member only , up to \$750 per calendar year	100% of Basic Dental coverage, member only , up to \$1,500 per calendar year
Extended Health Care - formulary drug only - member and dependant(s) coverage	reimbursement of 50% of formulary drugs to a maximum of \$500 per calendar year	reimbursement of 100% of formulary drugs to a maximum of \$1000 per calendar year
Fitness Benefit	eligible	eligible
Pension	Eligibility is based on a minimum earnings level (35% of the Yearly Maximum Pensionable Earnings) in each of two (2) calendar years where there is no break in service of twelve (12) months or more. All University service earnings are included. The contribution rate is 5% and is matched by the employer.	

	TERM LESS THAN HALF-TIME	CASUAL
Group 2	<i>Eligibility is based on ASPA hours only.</i>	
Accountable Professional Expense Account (\$600) <i>(Expires 30 April 2004)</i>	not eligible	not eligible
Professional Development Fund <i>(Expires 30 April 2004)</i>	eligible to apply	eligible to apply
Accountable Professional Development Account (\$800 per year) <i>(Effective 1 May 2004)</i>	Prorated based on FTE	not eligible
Fitness Benefit	eligible	eligible
Housing Assistance	not eligible	not eligible
Retirement Bonus	not eligible	not eligible
Sick Leave	1.25 days per month, prorated to FTE	not eligible
Pro-rated Tuition Waiver	eligible to apply **	eligible to apply **

** Eligibility is based on the same criteria for benefits using ASPA hours only.

12.5 Accountable Professional Expense Account

The Accountable Professional Expense Account expires 30 April 2004 and will be replaced by the Accountable Professional Development Account effective 1 May 2004 (see Article 12.6).

The University will make available an Accountable Professional Expense Account of \$600.00 per annum to all permanent, seasonal and eligible term employees except those on unpaid leave. The account, which is cumulative, shall be used to defray expenses associated with their related professional activities, teaching or research.

12.5.1 Professional Expense Claims

Members may make two (2) claims per fiscal year against their Accountable Professional Expense Account while employed at the University. An additional claim may be made at time of termination. The account may be expended only in accordance with University regulations and at no time may it be used for any purchase or expenditure which would be a taxable benefit to the member. Any amount remaining in the account at the end of the year shall be carried forward into that member's account for the following year, as long as the member remains an employee of the University and is eligible for the Accountable Professional Expense Account.

12.5.2 Procedures for Claiming Accountable Professional Expense

Professional expense claim forms are to be forwarded to Employee and Student Accounts, Financial Services Division for approval. Disputes will be referred to the AECC.

12.6 Accountable Professional Development Account (APDA)

The University will make available, effective 1 May 2004, an Accountable Professional Development Account (APDA) of \$800.00 per annum to all permanent, seasonal and eligible term employees except those on unpaid leave. The account, which is cumulative, shall be used to defray expenses associated with their related professional activities, teaching, education, or research.

For the purposes of these Guidelines, professional development includes those activities which enhance a member's work performance, ability or effectiveness.

12.6.1 Claimable Expenses

As legislation on taxable benefits change from time to time, please consult the Financial Services Division website for a listing of current claimable expenses. As non-taxable benefits, any goods, books, or equipment purchased from the APDA will remain the property of the University.

12.6.2 Annual Allocations (effective 1 May 2004)

Eligibility:

Each year members will receive a statement of their APDA from the Financial Services Division.

Eligibility is assessed and the annual APDA allocations are calculated by Human Resources according to employment status in the academic year (1 July – 30 June) and made available in an APDA account in the name of each member on 1 July of each year.

The amount available for eligible members is \$800.00 per annum effective 1 May 2004. Where applicable, this amount will be prorated by three factors: payroll FTE; seasonal status; and length of employment during the academic year (this last factor does not apply to staff members on maternity or parental leave). Members who have positions < 0.5 FTE will receive an amount prorated by FTE based on status as of 1 July or status on date of hire if after 1 July; Members who

have seasonal appointments will receive an amount prorated in proportion to the layoff period; Members appointed between 1 January and 30 June will have their APDA allowance reduced by 50%; Members returning from leave without pay will be prorated in proportion to time worked during the academic year and their payroll FTE status on the date of return to work.

12.6.3 Claims

Members must submit expense claims for authorization by their department/unit head. The officer in each unit who authorizes the claims should forward the completed forms with supporting documentation directly to the Accounting Office, which has the responsibility of tracking the accounts. Members are requested to minimize the number of claims to be processed by normally submitting claims of at least \$50.00 on any one occasion.

A member who feels that an APDA claim has been unfairly rejected may request, in writing, that AECC conduct a review of the application and the decision and, if appropriate, make a recommendation to the University. Such a decision will not be subject to the grievance and arbitration procedures.

12.6.4 Unexpended Balances

Unexpended balances at the end of the academic year (30 June) will be carried forward automatically for each member for future professional development use. At the time of departure from the University, unexpended balances in APDA accounts will be transferred to the ASPA Scholarship Fund (effective 1 May 2004).

12.7 Housing Assistance

The University agrees to provide, upon a letter of application to the Human Resources Division by a member in a permanent, seasonal, or eligible term position, a salary advance for the purpose of buying, for personal use, a maximum of two (2) principal residences in Saskatoon or environs. There shall be only one (1) advance issued per member at any one time. Applications to the Human Resources Division must be made within three (3) months of the date of possession.

This salary advance shall not exceed \$12,000.00 and shall be made for a maximum period of three (3) years. A minimum of 1/36 of the original principal sum is repayable monthly by payroll deduction or for seasonal employees not actively at work, by postdated cheque(s). The recipient of the advance who wishes to repay it earlier may do so. The advance shall be secured by a promissory note drawn in favour of the University.

In the event of termination or cessation of a member's employment prior to expiry of the period of repayment of the advance, or failure to comply with the terms of the advance, the outstanding balance owed by the member shall be repaid immediately, or at the discretion of the University.

12.8 Retirement Recognition

At retirement, a member who has twenty-five (25) years or more service may elect to take six (6) additional weeks vacation immediately prior to retirement or six (6) weeks pay in lieu. Similarly, a member who has twenty (20) years service or more up to twenty-five (25) years may elect four (4) weeks additional vacation or equivalent pay in lieu.

Members should make their election as early as possible in their final year to minimize any departmental disruption.

12.9 Kinesiology Facilities

The University agrees that members shall have access to the University's Kinesiology fitness facilities as part of a wellness initiative subject to the priorities of teaching, research and intramural and intercollegiate sports, as established by the University.

12.10 Extension of Benefits after Retirement

Members who retire may elect to continue the Family Dental Plan for a minimum of five (5) years or until their 71st birthday, at their cost.

12.11 Death Benefit for Permanent, Seasonal and Eligible Term Employees

The University will pay to the member's survivor or other dependents two (2) months salary as a death benefit. In the event that the member has no survivor or dependents, the death benefit will be paid to the member's estate.

The University will pay to the member's estate that portion of the member's regular monthly salary up to and including the day of death. The University will also pay to the estate of the member the value of any unused vacation days up to and including the date of death. The calculation used for these payments will be made in the same manner as when members terminate their employment during the month.

ARTICLE 13 – EMPLOYMENT OF PERSONS OF THE SAME FAMILY

Persons of the same family may apply for and be considered for Association positions at the University. All opportunities and benefits accruing normally to a position will apply where such an appointment is made.

The President and the Associate Vice-President (Human Resources) (only) must approve the employment of persons of the same family on the faculty or staff in the same department in accordance with University guidelines.

ARTICLE 14 – UNACCEPTABLE PERFORMANCE AND MISCONDUCT

The University will ensure that performance and misconduct problems are addressed constructively providing for fair and equitable treatment for all members.

The University reserves the right to discipline any member for just cause. Just cause can result from unacceptable performance of duties or misconduct.

14.1 Unacceptable Performance

Performance indicators can include attendance, quality and quantity of work, and interacting effectively with others. Performance concerns including corrective action will first be discussed with the member. If, after a reasonable amount of time, the member is unable to meet expectations, then progressive discipline must be followed. Progressive discipline must include the following steps in order:

- (1) letter of reprimand,
- (2) letter of warning and
- (3) dismissal.

In all cases the notification must be in the official employee file (Article 18).

14.1.1 Letter of Reprimand for Unacceptable Performance

A letter of reprimand will be presented to the member in a formal meeting with an Association representative present outlining the gap between the expected and the present level of performance and the corrective action required. A reasonable period of time must be provided to

the member to allow him/her to achieve the stated performance expectations. This letter will be removed from the official employee file (Article 18) after two (2) years of acceptable performance regarding the issue in question. While the letter is on file, it may be used to support future discipline on the issue(s).

14.1.2 Letter of Warning for Unacceptable Performance

If a member's performance continues to be unacceptable, a letter of warning documenting the gap between expectations and current performance will be presented to the member with an Association representative present. The letter will indicate a reasonable time frame in which the member will be given the opportunity to improve his/her performance, the corrective action and consequences if the expectations are not met. At the end of the specified time frame the member will be informed, in a meeting with an Association representative present, that either his/her performance has met expectations or has not. Letters of warning will be removed from the official employee file (Article 18) after four (4) years of acceptable performance regarding the issue in question. While the letter is on file it may be used to support future discipline on the issue(s).

14.1.3 Dismissal for Unacceptable Performance

The University reserves the right to dismiss any member for unacceptable performance after every reasonable attempt to help the member meet expectations has been exhausted.

With the consent of the Associate Vice-President (Human Resources) the member will be informed by letter of the reasons for and the date of dismissal. The Association will be advised in advance of any dismissal action being taken and a copy of the letter will be forwarded to the Association.

If the Association grieves, the member will be deemed suspended without pay until the grievance procedure is concluded. In the event the grievance procedure results in the member being reinstated, the salary and benefits lost between the date of suspension and the date of reinstatement will be determined as part of the settlement of the grievance.

14.2 Misconduct

Misconduct can include criminal activity, insubordinate or abusive behavior, unethical behavior or breach of professional standards.

Discipline for misconduct should be progressive and may include one or more of the following steps depending on the severity of the misconduct: letter of reprimand, suspension and/or dismissal. In all cases the notification must be in the official employee file (Article 18).

14.2.1 Letter of Reprimand for Misconduct

A letter of reprimand outlining the unacceptable conduct will be presented to the member in a formal meeting with an Association representative present. This letter will be removed from the official employee file (Article 18) after two (2) years of acceptable conduct regarding the issue in question. While the letter is on file it may be used to support future discipline on the issue(s).

14.2.2 Suspension for Misconduct

With the consent of the Associate Vice-President (Human Resources), a member may be suspended without pay for misconduct. The member will be advised, in writing, by the Associate Vice-President (Human Resources) of the effective date and length of suspension from duties, giving reasons for the action with copies of the letter to the Association. This will be done in a formal meeting with an Association representative present.

If the suspension is successfully grieved by the Association and the member is reinstated, the suspension will be removed from the member's official employee file and the member shall be

compensated for salary and benefits lost between the date of suspension and the date of reinstatement.

14.2.3 Dismissal for Misconduct

The University reserves the right to dismiss any member for misconduct.

With the consent of the Associate Vice-President (Human Resources), the member will be informed by letter of the reasons for and the date of dismissal. The Association will be advised in advance of any dismissal action being taken and a copy of the letter will be forwarded to the Association.

If the Association grieves, the member will be deemed suspended without pay until the grievance procedure is concluded. In the event the grievance procedure results in the member being reinstated, the salary and benefits lost between the date of suspension and the date of reinstatement will be determined as part of the settlement of the grievance.

ARTICLE 15 – TERMINATION OF EMPLOYMENT

Upon notification of termination of employment the member will ensure that all financial obligations to the University have been satisfied. The University will provide a preliminary list of financial obligations within fourteen (14) days of the effective date of termination. Outstanding financial obligations of the member may be withheld from the final pay cheque until the obligations have been resolved. Such obligations may include amounts owing to the University for goods and services, books borrowed from the library, audio-visual equipment on loan, keys, tools, education, housing and travel advances not repaid.

15.1 Resignation

A member who intends to resign should send a letter of resignation to the department head at least one (1) month before the proposed date of resignation. Long service members should give more notice of resignation than the minimum requirement of one (1) month. The notice period should be in addition to any unused vacation entitlement. A copy of the letter should be sent by the department head to the Human Resources Division.

15.2 Retirement

A member who intends to retire should contact the Benefits Office for information regarding the appropriate notice period and other provisions at least six (6) months prior to the expected date of retirement.

The normal retirement date of a member is the 30th day of June coinciding with or next following the member's 67th birthday. An exception to this is a member covered by the Non-Academic Pension Plan, in which case the retirement age is 65.

Subject to the provisions of the applicable pension plan a member may retire before the normal retirement date. Prior to retiring, if the member wishes, duties, responsibilities and salary may be reduced on terms mutually agreeable to the member, the department head and the Associate Vice-President (Human Resources).

Members electing retirement will not be eligible for severance benefits as part of their retirement package.

15.3 Death

In the event of the death of a member, the department head should notify the Human Resources Division immediately.

15.4 Employer Initiated Termination

The University reserves the right to dismiss any member for just cause. Just cause can result from unacceptable performance of duties or misconduct. Dismissal for just cause must be conducted in a manner consistent with Article 14.

15.5 Employer Initiated Layoff

The University reserves the right to layoff a member as per Article 16.

ARTICLE 16 – LAYOFF

Before any layoff action is taken, the University shall inform the Association of the action proposed and provide the reasons for the decision. The University shall also provide the Association with information as the actions are taken.

If administrative staff reductions are necessary due to redundancy, technological change, financial exigency, or for other reasons (e.g., program changes or deletions), the affected member shall be given written notice of layoff. The University will forward a copy of the layoff notice to the Association.

No permanent or seasonal member will be laid off as a result of anyone outside the bargaining unit performing a majority of the duties of the laid off member or another member being assigned the majority of the duties of the laid off member.

Redundancy is defined as either:

- a) the elimination of a duty or collection of duties and responsibilities;
or
- b) the reduction of the number of members required to do the work.

16.1 Notice

In the event of a layoff the department head will provide written notice to the member, with a copy to the Association and the Human Resources Division, indicating the reasons for layoff and the effective date of the layoff.

Members with continuous service and permanent or seasonal status are entitled to notice according to Table 16.1 Notice Period.

Table 16.1 Notice Period

Length of Service	Notice Period
Up to 5 years	Minimum 3 months
5 to 10 years	Minimum 6 months
10 or more years	Minimum 9 months

The notice period or any part may be paid at the current monthly salary. A member will continue to receive benefits during the notice period if on monthly salary.

16.2 Reassignment

Laid off members will be given the option to be placed on the reassignment list during the notice period (Article 16.1).

The University through the AECC will make a reasonable effort to assist the member in obtaining a position elsewhere in the University without reduction in pay or rank. Prior to a position being posted, the University and the Association shall consult in good faith as to whether any laid off member on the reassignment list

should be considered for that position. Those who meet the job requirements posted will be interviewed by the department.

Should a reassignment be effected, the education and training supplement will be made available per Article 7.3.1.

16.3 Retraining

In the event of a member being laid off, the University through the AECC will explore the possibility if a retraining program would facilitate a reassignment. In such cases, the member will continue to receive their regular monthly salary during the period of retraining. The maximum eligibility for retraining will be equal to the number of months of eligibility for notice, severance (Article 16.1 and 16.4) and other paid education or deferred salary leave.

16.4 Severance

A member shall be entitled to severance pay at the rate of one (1) month's current salary for each year of full-time service, to a maximum of twelve (12) months. The University may consider the member's age, years of service and/or other mitigating factors, which may increase the amount of severance. Service for a permanent member less than full time or a seasonal member will be prorated accordingly.

If the member wishes, severance pay may be paid on a monthly basis at the salary rate effective at the date of severance.

Should the member obtain another position before severance pay has been exhausted, the member will be paid the unexpended portion of severance as a lump sum.

16.5 Out-Placement Services

Arrangements for out-placement services will be offered by the Human Resources Division.

ARTICLE 17 – PROBLEM RESOLUTION PROCESS

The purpose of this article is to provide a mechanism to resolve interpretation and application issues of the Collective Agreement between the Association (including individual members) and the University. This will provide members with a timely and constructive process for bringing forward issues or concerns. Although this article encourages parties to discuss and resolve their differences, it does not require them to follow each step in sequential order. While a progressive process may be the most appropriate way to resolve issues and maintain effective working relationships, it is acknowledged that issues that arise will be of varying levels of seriousness and urgency.

Provisions of this agreement apply to Seasonal Employees during their work periods only. Any disputes or grievances arising from the period of employment may be dealt with during the layoff period. The application of service related provisions will be cumulative.

17.1 Informal Process

Whenever possible the member(s) and their supervisor(s) will discuss issues of concern in a timely and constructive manner. If the member(s) and supervisor(s) are unable to reach resolution, a facilitator paid by the University may be engaged to identify alternative resolution processes. (Please contact the Human Resources Division to arrange for a facilitator.)

If the discussion process cannot resolve the issue, the parties can meet with representatives of the Association and the University. The AECC may act to resolve issues before proceeding to grievance or arbitration.

17.2 Grievance

17.2.1 Grievance Definition

Should a difference arise between the University and the Association concerning the interpretation, application, or alleged violation of any of the terms of this Agreement that cannot be resolved as outlined above, the Association may choose to file a grievance.

The Association is entitled to initiate a grievance in its own right or on behalf of a member.

17.2.2 Grievance Timing and Procedure

A grievance proceeding is initiated by a statement in writing to the Associate Vice-President (Human Resources) (only), which sets out the substance of the grievance and indicates the provisions of the Agreement that are alleged to have been improperly interpreted, wrongly applied, or violated.

A statement of grievance must be filed within sixty (60) calendar days of when the incident is brought to the attention of the Association.

A Grievance Committee shall be struck to consider grievances. The Committee will consist of a Chair mutually agreed upon by the University and the Association, one (1) representative of the University and one (1) representative chosen by the Association. No member of the Grievance Committee may have a conflict of interest in the matter under grievance.

The grievance hearing is to be held within sixty (60) calendar days of the date the grievance is filed.

When a grievance is initiated on behalf of a member, that member shall have the right to be represented by the Association.

The decision of the Committee will be communicated in writing to all relevant parties within fourteen (14) calendar days from the date of the grievance hearing.

Time limits may be extended by mutual agreement if circumstances warrant.

Table 17.2.2 – Grievance Procedure Time Frame

Association is made aware of issue	Grievance filed within 60 calendar days
Grievance hearing	Held within 60 calendar days of the filing of the grievance
Decision	Communicated within 14 calendar days of the grievance hearing to the relevant parties

17.3 Arbitration

Arbitration is a method to appeal a grievance decision.

Within two (2) months of receiving the ruling of the grievance panel, the Association President and the Associate Vice-President (Human Resources) will inform each other, in writing, of their intention to accept the agreement or proceed to arbitration. This time limit is subject to change by mutual agreement. Allowances will be made for decisions during the summer months.

17.3.1 Arbitration Procedure

The Association may request the establishment of an Arbitration Board to consider the resolution of a particular issue(s). Such a Board will consist of three (3) members, one (1) chosen by the Association, one (1) chosen by the University, and a third, to be the Chair, which must be mutually agreed to by both the University and the Association. Each party will notify the other of their Board representative. In the event agreement of a Chair is not possible, the Lieutenant Governor or if unavailable, the Minister of Labour, shall be empowered to name a Chair who is not an employee nor an official of the University.

At Arbitration Board hearings each party shall be entitled to be represented by counsel or otherwise and to present arguments. The majority decision of the Arbitration Board shall be final.

17.3.2 Arbitration Board Powers

The Arbitration Board shall have the power to settle the grievance involving dismissal or disciplinary action by arrangement that it deems just and equitable.

The Arbitration Board shall not have the power to alter the terms of this Agreement, nor to substitute provisions for existing provisions, nor to give any decision inconsistent with the terms of this Agreement.

17.3.3 Arbitration Fees and Expenses

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

ARTICLE 18 – OFFICIAL EMPLOYEE FILE

18.1 Access to Official Employee File

Members shall have the right to examine their official employee file maintained in the Human Resources Division at any time during regular office hours in company with a Human Resources Division employee. Examination of the file shall be kept in confidence. The member may be accompanied by an Association member of their own choosing. Members may add to the file a response to any document contained therein.

18.2 Confidential Documents

In the case of official employee files there are two types of confidential information: employee health documents and documents submitted in confidence. Information pertaining to the member's health such as medical and counseling records or documents from the Employee Assistance Program are confidential and may be viewed by the member, the designated Association member and Human Resources only. Documents submitted in confidence are confidential and may be viewed by Human Resources only. Documents submitted in confidence are not made available to members or their representatives.

Upon request, members will be provided with an inventory of the documents submitted in confidence in their official employee file. The inventory shall list the date of the document, general subject, purpose for which solicited, and the person by whom it was solicited or whether it was unsolicited. No other documents in a member's official employee file shall be considered confidential.

18.3 Response to Documents Submitted in Confidence

Documents submitted in confidence must be validated before they may be placed in a member's official employee file. If a document or letter clearly marked as confidential and containing a serious indictment of a member's professional conduct is received, the department head shall investigate the matter and, without revealing the source, discuss the relevant facts or opinions with the member. The member may choose to be accompanied by a representative of the Association during such discussion. If the department head concludes that the charges are substantiated, the document or letter may be placed in the member's official employee file as a document submitted in confidence, provided that the member is informed and permitted to file an explanation. The fact that the member was informed of the letter shall be noted in the file.

ARTICLE 19 – HOLIDAYS AND VACATION

19.1 Holidays

19.1.1 The University Recognizes the Following Statutory Holidays:

New Year's Day
Good Friday
Victoria Day
Canada Day
Saskatchewan Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

19.1.2 One Additional Holiday

In addition, there shall be one (1) additional holiday per calendar year, to be designated annually by the University, in consultation with the employee groups. If Heritage Day is proclaimed by the Government, it will be granted, in lieu of this additional day.

19.1.3 Special Holidays

In recognition of the need for members to occasionally work in excess of the work plan guidelines, the University will provide two (2) additional days off during the fiscal year. These days will normally be taken between December 25th and January 1st when the University is closed. Alternate days will be provided if the member is required to work during the Christmas and New Year's season.

19.2 ANNUAL VACATION

19.2.1 Vacation Accumulation (20 working days).

During the first six (6) years of service, a member will earn vacation at the rate of one and two-third days per calendar month [twenty (20) working days per year] with the first part month pro-rated, if necessary. The vacation anniversary date shall be the nearest first of the month to the date of appointment. Part-time employees will earn vacation on a pro rata basis.

19.2.2 Vacation Accumulation (25 working days).

After six (6) years of service until sixteen (16) years of service, the member will earn vacation at the rate of two and one-twelfth working days per calendar month [twenty-five (25) working days per year.]

19.2.3 Vacation Accumulation (30 working days).

After sixteen (16) years of service, the member will earn vacation at the rate of two and one-half working days per calendar month [thirty (30) working days per year].

19.3 Vacation Taken

Vacation is to be taken after it is earned. The member is expected to use the entitlement by the end of the fiscal year following the year in which it is earned. It is the responsibility of the department head to ensure that a vacation may be taken annually by the member. Wherever possible, the vacation shall be planned in accordance with the wishes of the member.

19.4 Vacation Carry Over

Under special circumstances, a member may, at the time of reviewing annual vacation, request permission from the department head to carry over up to and including one-half of their annual vacation entitlement from one year to the next. The member, upon approval of this carry over request, which will not be unreasonably denied, must use all annual entitlement in the year into which vacation is carried forward.

ARTICLE 20 – LEAVES

Application for any type of leave must be submitted to the Associate Vice-President (Human Resources) by the specified date, with supporting recommendations from the department head.

All members granted leave for any of the purposes shown below must arrange with the Human Resources Division for the continuation of employment benefits for which they are eligible during the period of leave. The University's costs of benefit coverage during any paid leave will be paid by the University subject to any restrictions imposed by legislation or the benefit plan. The University's costs of benefit coverage during any unpaid leave will be paid by the member, unless stated otherwise in the leave article. The benefit coverage is subject to any restrictions imposed by legislation or the benefit plan.

20.1 Leave, Special

While there are no sabbatical leave provisions for members of the administrative staff, the University will consider applications from permanent or seasonal members for special leave for periods of up to twelve (12) months duration. The leave may be granted at full pay or partial pay and must be for a suitable purpose. To be eligible to apply for special leave, members must have held an appointment for a period of not less than six (6) years continuous service. An application for leave must be submitted to the Associate Vice-President (Human Resources) at least six (6) months prior to the date the leave is to commence. The application will be considered by the Vice-President (Finance and Resources) in consultation with the department head, Associate Vice-President (Human Resources) and a nominee of the Association. The member shall be notified of the result of the consideration of the application within two (2) calendar months. A statement of the applicant's proposed program is to accompany the application and a report is to be submitted on return.

20.2 Leave, Deferred Salary

Permanent or seasonal employees may apply to participate in the deferred salary leave plan in accordance with the conditions set forth in the regulations governing the plan. These regulations are subject to mutual agreement between the University and the Association and can be obtained from the Human Resources Division.

20.3 Leave, Education

20.3.1 Leave, Paid Education

Permanent, seasonal, or eligible term employees may apply for paid education leave to enroll in seminars, short courses, and other similar instructional programs for the purpose of obtaining or enhancing skills and knowledge directly related to their employment at the University. Applications must be accompanied by a recommendation from the member's department head, and be submitted to the Associate Vice-President (Human Resources) at least four (4) weeks prior to the commencement of the proposed leave. The Associate Vice-President (Human Resources) shall determine whether the training will be of sufficient benefit to the member and the University to qualify for paid education leave, and whether the effect on the normal operation of the member's department is sufficiently minimal to permit this absence. Disputes will be referred to the AECC.

20.3.1.1 Requirement to Return

A member granted paid education leave is required to return to employment with the University following completion of the leave for a period of two (2) months for every month or part of a month of education leave taken, and shall sign a promissory note to this effect prior to proceeding on leave. Where a member does not complete this return to service commitment, the portion of the commitment completed, if any, shall be credited against the member's promissory note and the balance of any salary benefit received shall be repayable to the University, in accordance with the terms specified in the promissory note, unless waived by the University.

20.3.2 Leave, Unpaid Education

The provisions of Article 20.3.1 do not apply to education leave requested for the purpose of commencing or continuing full-time studies toward a University degree, diploma or technical program. If granted, such leaves will normally be for up to a maximum of one (1) year, but may be reviewed with the consent of the Associate Vice-President (Human Resources) and the department head.

A letter of application, accompanied by a recommendation from the member's department head must be submitted to the Associate Vice-President (Human Resources) with a copy to the President of the Association at least three (3) months prior to the commencement of the proposed leave.

A description of the arrangements for covering the member's duties during the leave shall accompany the department head's recommendation.

20.4 Leave Without Pay

Leave of absence without pay may be granted to enable a member to spend time away from the University. In general, such leaves will be granted, subject to the approval of the department head and the Associate Vice-President (Human Resources) provided that the work of the department is not seriously disrupted. Such leaves may be granted for up to a maximum of one (1) year. However, in special circumstances approved by the department head and the Associate Vice-President (Human Resources), an extension of this one-year period may be granted.

Applications must be submitted to the Associate Vice-President (Human Resources) as early as possible, preferably not less than four (4) months prior to the date the leave is to commence. This requirement may be waived when short periods of leave are requested or in special circumstances approved by the department head. A recommendation from the department head must also be submitted concurrent with the application.

20.5 Leave to Hold Political Office

The University shall, upon written request from a member to the Associate Vice-President (Human Resources), grant leave of absence without pay to be a candidate in federal, provincial, or municipal election. A member who is a candidate for office shall be entitled to take vacation at the time of an election in lieu of leave without pay. The department head will be notified as early as possible of such requests.

A member elected to public office shall be entitled to a leave of absence without pay during the term of office. The University agrees to permit the member to restrict the period of leave to coincide with legislative responsibilities if such partial absence will not seriously affect the member's performance of duties.

20.6 Leave for Court Attendance

A member summoned for court attendance or directed by the University to attend (e.g. jury duty or as a court witness), shall suffer no loss of salary while so attending. Remuneration paid to the member by the court must be remitted to the University within thirty (30) days of receipt.

20.7 Leave, Parental

Changes in Federal or Provincial legislation relating to maternity or parental leave benefits shall be discussed in light of this collective agreement and may be modified to further enhance those benefits for Association members.

20.7.1 Leave, Parental - Primary Caregiver

A member who declares in writing to the Human Resources Division to be the primary caregiver of a newborn infant is entitled to thirty (30) weeks parental leave without pay. The leave may commence at any time during the twelve (12) week period prior to the infant's estimated date of birth and shall be of uninterrupted duration. A medical certificate from a qualified medical practitioner must be provided with the written declaration. The certificate must confirm the pregnancy and give the estimated date of birth. Parental leave may be extended up to a maximum of fifty-two (52) weeks in total. In such cases, members will apply for extension at least one (1) month prior to the effective date of the extension. The Association, after being notified, will waive a posting requirement for such an extension to a current incumbent filling a posted term replacement position. In addition, by mutual agreement between the University and the member, annual vacation may be taken as part of, or as an extension of parental leave. The member is guaranteed job reinstatement in the same position and under similar terms and conditions, with no reduction in salary or benefits. A member who has been granted parental leave should notify the Human Resources Division in writing at least fourteen (14) days prior to the day on which the member intends to return to work, unless otherwise mutually agreed.

20.7.2 Leave, Parental - Secondary Caregiver

When a member declares in writing to the Human Resources Division to be the infant's secondary caregiver, the member is entitled to twelve (12) weeks of leave without pay. The member is normally required to make the written declaration to the Human Resources Division at least four (4) weeks before the leave is to begin. The leave must commence within one (1) month before or eight (8) months following the estimated date of the birth or the date on which the child comes into the member's care. The provisions described above in Article 20.7.1 also apply.

20.7.3 Leave, Adoption

When adopting a child, a member who declares in writing to the Human Resources Division to be the child's primary caregiver is entitled to leave as defined under Article 20.7.1 and is subject to the same terms and conditions. The member is normally required to make application to the Human Resources Division at least four (4) weeks prior to the date of adoption. If the member cannot give

four (4) weeks notice, the University will accept as much notice as is given to the adoptive parents by the Department of Social Services.

A member who is determined to be the secondary caregiver for the child shall be entitled to leave as determined under Article 20.7.2.

20.7.4 Supplemental Benefits Plan

After twelve (12) months of continuous service, members on parental leave as defined under Article 20.7.1 are eligible to receive supplemental benefits providing they are in receipt of Employment Insurance Maternity Benefits.

The University will pay the difference between Employment Insurance Benefits and 95% of the member's normal weekly earnings in effect immediately preceding the commencement of the leave for a maximum of fifteen (15) weeks [two (2) week waiting period excluded].

In no case will the total amount of the Supplemental Benefits, Employment Gross Benefits, and any other employment earnings received by the member exceed 95% of the member's regular weekly earnings.

20.7.5 Benefit Coverage

During the paid portion of the leave, the member and the University shall pay their respective shares of the cost of continuing benefit coverage. During the unpaid portion of the leave, benefits will be handled as if the member is on leave without pay.

20.7.6 Vacation

The member's vacation accumulation date will be adjusted for the length of any parental leave that exceeds thirty (30) weeks. Vacation entitlement will not accumulate during any portion of the leave.

20.7.7 Increments

The member's increment eligibility will be adjusted for the length of any parental leave that exceeds thirty (30) weeks.

20.8 Leave, Bereavement and Compassionate

A member will be granted reasonable leave of absence for urgent personal reasons such as bereavement, serious family illness, etc. Permission should be obtained from the department head prior to taking such leave so that arrangements can be made to carry on the member's duties during the absence. Upon receipt of written application for the leave, the department head, taking the particular circumstances of the situation into consideration, will authorize the leave with or without pay and benefits. Leaves will not be unreasonably denied. Disputes will be referred to the Human Resources Division for resolution and its decision will be final.

20.9 Leave, Personal / Family

In order to meet the needs of a member to attend to emergent, personal or family situations, a maximum of three (3) days of paid leave is available per year. This leave is intended for situations that need to be attended to but may not normally be scheduled in advance. It is not considered an automatic annual entitlement nor is it cumulative. In emergent situations, the member will inform their supervisor as soon as possible regarding the need to take such a leave. In non-emergent situations, the member and the supervisor will consult in advance to determine how the request might be accommodated.

20.10 Leave, Sick

Permanent, seasonal and eligible term employees are entitled to disability benefits as defined under the Salary Continuance Plan.

Members hired on a term or part-time basis, who are not included under the provisions of the Salary Continuance Plan are entitled to an allowance of one and one-quarter (1.25) days sick leave per month of employment. The allowance is cumulative and is prorated for part-time employees.

20.10.1 Leave, Sick - Medical Evidence

Where, in the judgment of the Associate Vice-President (Human Resources), a member's use of sick time warrants examination, the University may require the member to provide satisfactory medical evidence; or to be examined by a doctor from a list agreed to by the Association and the University. Such examination shall be at the University's expense.

ARTICLE 21 – USE OF UNIVERSITY PREMISES

21.1 Facilities

Subject to availability, the University will allow the Association to use internal postal services of the University, University Printing Services, computing facilities, and audio-visual equipment at University rates.

21.2 Space

The University agrees to provide suitable office space. Subject to availability and normal University regulations concerning use of space, the University agrees to provide the Association with suitable meeting rooms, upon request.

21.3 Bulletin Boards

The University shall provide Union Bulletin Boards which shall be placed so that all members will have access to them and upon which the Association shall have the right to post notices of meetings and such other notices as may be of interest to the members.

ARTICLE 22 – DISCRIMINATION AND HARASSMENT

22.1 Discrimination

The parties agree that there shall be no discrimination practiced with respect to any member of the bargaining unit by reason of age (except for retirement age, as provided for in the Academic and Non-Academic Pension Plans), ancestry, race, creed, colour, national origin, political or religious affiliation or belief, sex, sexual orientation, marital status, physical disability or membership or activity in the Association.

22.2 Harassment

The University and the Association do not condone harassment. The University has developed a harassment policy covering all members of the campus community. Requests for information or concerns about harassment can be directed to the Discrimination and Harassment Prevention Coordinator, a member of the Association Executive or the Human Resources Division.

Harassment is grievable. Both parties agree that all proceedings and the results thereof will be dealt with in strictest confidence.

ARTICLE 23 – MISCELLANEOUS


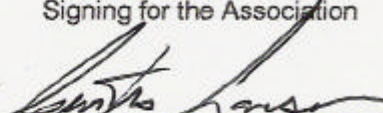
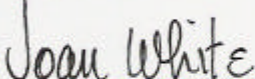
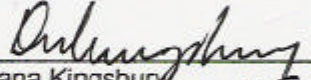
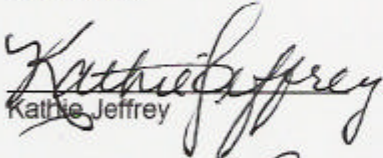
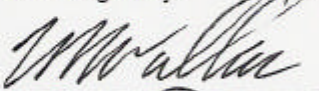
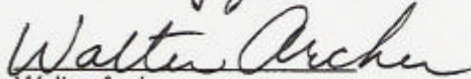
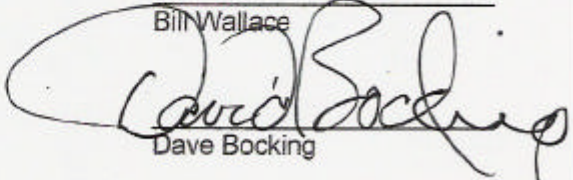
23.1 Duration of Agreement

This Agreement shall be in effect from 1 May 2002 to 30 April 2005, and shall continue in effect from year to year unless amended or terminated in accordance with the Trade Union Act of Saskatchewan.

23.1.1 Commencing Collective Bargaining

If mutually agreed, the parties may commence collective bargaining more than 60 days prior to the termination of the Agreement.

**IN WITNESS THEREOF, the parties hereto have executed this Agreement
this 27th day of May 2003.**

Signing for the University	Signing for the Association
 _____ Bruno Konecsni	 _____ Curtis Larson
 _____ Joan White	 _____ Dana Kingsbury
 _____ Kathie Jeffrey	 _____ Bill Wallace
 _____ Walter Archer	 _____ Dave Bocking

APPENDIX "1"

UNIVERSITY OF SASKATCHEWAN

ADMINISTRATIVE AND SUPERVISORY PAY GRADE SCHEDULES

Pay Grade	1 MAY 2002 - 30 APRIL 2003			1 MAY 2003 - 30 APRIL 2004			1 MAY 2004 - 30 APRIL 2005		
	Minimum Salary	Increment	Maximum Salary	Minimum Salary	Increment	Maximum Salary	Minimum Salary	Increment	Maximum Salary
1	29,439	10 X 1012	39,559	30,396	10 X 1045	40,846	31,460	10 X 1082	42,280
2	32,157	10 X 1098	43,137	33,202	10 X 1134	44,542	34,364	10 X 1174	46,104
3	34,905	10 X 1181	46,715	36,039	10 X 1219	48,229	37,300	10 X 1262	49,920
4	37,753	10 X 1300	50,753	38,980	10 X 1342	52,400	40,344	10 X 1389	54,234
5	40,162	10 X 1363	53,792	41,467	10 X 1407	55,537	42,918	10 X 1456	57,478
6	43,301	10 X 1461	57,911	44,708	10 X 1508	59,788	46,273	10 X 1561	61,883
7	46,442	10 X 1561	62,052	47,951	10 X 1612	64,071	49,629	10 X 1668	66,309
8	50,171	10 X 1703	67,201	51,802	10 X 1758	69,382	53,615	10 X 1820	71,815
9	54,212	10 X 1843	72,642	55,974	10 X 1903	75,004	57,933	10 X 1970	77,633
10	58,343	10 X 1970	78,043	60,239	10 X 2034	80,579	62,347	10 X 2105	83,397
11	63,459	10 X 2154	84,999	65,521	10 X 2224	87,761	67,814	10 X 2302	90,834
12	68,927	10 X 2336	92,287	71,167	10 X 2412	95,287	73,658	10 X 2496	98,618

APPENDIX “2”

MEMORANDUM OF AGREEMENT

RE: Adjunct Agreements

Recognizing the scope of Article 3.1, the Association and the University acknowledge that terms and conditions of employment shall be jointly agreed to. They further acknowledge the existence of adjunct agreements pertaining to groups of members, which may detail aspects of employment. The Association and the University also jointly recognize the need to have a list of the adjunct agreements as they pertain to groups or classes of members.

The University and the Association will each compile a list of the known adjunct agreements. Through the mechanism of AECC a single master list of adjunct agreements will be generated and maintained.

Any new adjunct agreements pertaining to groups of members shall be discussed and confirmed through AECC and recorded there.

3 April 2003

MEMORANDUM OF AGREEMENT

RE: ASPA Centre

Recognizing the need for contiguous Association meeting, office, and training space, the Association and the University jointly agree to explore space options at the University of Saskatchewan with a view towards establishing an ASPA Centre.

3 April 2003

MEMORANDUM OF AGREEMENT

RE: ASPA Representation on University Committees

The University recognizes that the Association and its members have a desire to be more aware of, and potentially involved in, University affairs to better educate the Association and its members of matters pertaining to their interests. The Association agrees to identify any official bodies or committees of the University on which it may wish to have representation. The University agrees to assist the Association, where possible and where appropriate, in gaining access to, and representation on, these bodies or committees.

3 April 2003

MEMORANDUM OF AGREEMENT

RE: Disability & Rehabilitation Management

In keeping with the requirements of the Labour Standards Act and the Saskatchewan Human Rights Code and Regulations, the University and the Association acknowledge that employers and unions have a duty to accommodate employees who become disabled. To fulfill this requirement, the University and the Association agree that there is a need for effective disability and rehabilitation management. The Administrative Employees Consultative Committee will receive regular updates of the action plans concerning the return to work of employees and address problems that may arise from these plans.

3 April 2003

MEMORANDUM OF AGREEMENT

RE: Employee Assistance Program

Recognizing a jointly held responsibility to provide personal support to employees of the University who are also members of the Administrative and Supervisory Personnel Association, the University and the Administrative and Supervisory Personnel Association agree to participate in the Employee Assistance Program. Publicizing the Program within the bargaining unit will in part be met by ASPA.

The kind, amount, and nature of services provided by the EAP will be determined and approved by the EAP Board. The number of ASPA members on the EAP Board will be the same as other bargaining units and will be appointed by ASPA. Funding for these services will be arranged between the Board of the EAP and the University.

EAP information will be treated in accordance with the provisions of Article 18.

ASPA reserves the right to withdraw from the program by providing written notice to the Associate Vice-President (Human Resources).

3 April 2003

MEMORANDUM OF AGREEMENT

RE: Employment Equity

In keeping with requirements of the Federal Contractors Program, the Saskatchewan Human Rights Commission, and the Aboriginal Partnership Agreement, the University and the Association agree to the principle of employment equity for women, visible minorities, aboriginal peoples, and persons with disabilities at the University of Saskatchewan. This principle ensures opportunities in hiring and promotion for members of the above groups.

3 April 2003

MEMORANDUM OF AGREEMENT

RE: Family Dental Plan

The University has agreed to provide 1.23% of basic monthly payroll to fund the Family Dental Plan for Association members.

In the event the actual premium is less than the 1.23%, the resulting surplus will accumulate and be used to absorb future actual premium costs that may exceed the 1.23%.

The monthly fall-in to surplus will not exceed 0.5% of basic monthly payroll for a Family Dental Plan.

3 April 2003

MEMORANDUM OF AGREEMENT

Re: Family Extended Health Care Plan

The University has agreed to provide 1.6% of basic monthly payroll to fund the Family Extended Health Care Plan for Association members.

In the event the actual premium is less than the 1.6%, the resulting surplus will accumulate and be used to absorb future actual premium costs that may exceed the 1.6%.

The monthly fall-in to surplus will not exceed 0.5% of basic monthly payroll for a Family Extended Health Care Plan.

3 April 2003

MEMORANDUM OF AGREEMENT

RE: Job Sharing

1. The position to be shared is a full time permanent position being shared by two employees. Usually this will be equal splitting of a position and any other arrangements must be specifically approved by both ASPA and the University.
2. At the request of the incumbent(s), the University will consider job sharing and if the decision is favorable, the possibility will be discussed with ASPA and the employee(s).
3. 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.
4. All employee benefit plans will be available to the incumbents of job sharing positions as specified in the Collective Agreement. Statutory 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.
5. 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.
6. If either employee wishes to return to full time employment at a time when the other portion of their job sharing position is not vacant, the individual must apply for and be the successful applicant for a posted position.
7. If either one of the employees sharing this position resigns or transfers, the position will be reviewed to determine how the vacancy will be filled.
8. The department may terminate the job sharing arrangement at any time with sixty days notice. In the event this happens and the position reverts to its former complement of duties, the incumbent whose job was being shared, shall have first priority to it. Employees who are not placed will be subject to the conditions of Article 16 as appropriate. In this situation, the employer is not obligated to special considerations such as an employee's interest in part time work.

3 April 2003

MEMORANDUM OF AGREEMENT

RE: Joint Job Evaluation

The salary structure, the implementation and the maintenance processes for the Joint Job Evaluation Plan will be negotiated between the parties.

3 April 2003

MEMORANDUM OF AGREEMENT

RE: Joint Merit Committee

The Association and the University jointly recognize the need to establish a Joint Merit Committee to develop a merit model to complement the compensation system developed by the Joint Job Evaluation Committee. The committee shall include a maximum of three (3), and a minimum of two (2), representatives of the Association and a maximum of three (3), and minimum of two (2), representatives of the University. The process for determining merit increases shall be negotiated between the parties.

3 April 2003

MEMORANDUM OF AGREEMENT

RE: Recognition for Contributions

The Association and the University jointly recognize that non-monetary recognition for contributions may provide significant morale and self-esteem boosts for members. Both the Association and the University agree to make a joint effort to find ways to recognize contributions by members and to honour them.

3 April 2003

MEMORANDUM OF AGREEMENT

Re: Reimbursement for Association-Management Meetings

The University of Saskatchewan will provide reimbursement in the amount of 0.1% of annual membership salary to be paid to departments as designated by the Association for employees who are required to attend joint Association-Management meetings. The Association will advise the University, in writing, of the amount of the payments and the departments to which they should be directed.

3 April 2003

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