

**Memorandum of Settlement
Between
The University of Saskatchewan
And
Canadian Union of Public Employees, Local 3287**

May 12, 2011

Subject to ratification, the parties hereby reach an agreement on the following terms and conditions:

Agreed to Language

This agreement includes all agreed to language signed off as of May 12, 2011.

Term of the Agreement

A four year agreement covering September 1, 2010 to August 31, 2014.

Exemption for Graduate Students (Effective date of ratification)

(See attached)

Benefits

The following changes to benefits programs:

1. Increase the Health Spending Account from \$500 to \$600 per year for each eligible Sessional Lecturer (effective September 1, 2011 plan year).
2. Reducing the initial eligibility criteria from 12 credit units of teaching to 9 credit units of teaching.
3. The expansion of the Health Spending Account (to be renamed Flexible Spending Program) to include the option to pay for taxable health and wellness expenses (effective September 1, 2012 plan year).
4. Elimination of the existing Critical Illness Fund and Memorandum of Agreement (Critical Illness Fund) to be replaced by a fully employer funded insured critical illness plan under the following terms and conditions:
 - a) Maximum benefit: \$15,000 per claim
 - b) Eligibility is determined over a one-year period based on a minimum of \$20,000 in earnings over the same one-year period or over a two year period with \$30,000 in earnings
 - c) Coverage for 19 critical illnesses (i.e.: heart attack, paralysis, etc)
 - d) Benefit duration: the earliest of termination, retirement, or age 67
 - e) It is understood critical illness benefits paid under the insurance contract are not considered employment earnings and therefore would not be treated as an offset by EI. Through implementation, if this is not demonstrated to be an accurate reflection of the impact on EI benefits, the parties agree to undertake further



discussion regarding the design of a critical illness program within the funding parameters associated with the plan as indicated above.

Right of First Refusal (ROFR)

(See attached)

Compensation Review

(See attached)

Retirement Savings Contribution

The transfer of funding from the current retirement savings provisions into a total stipend increase for all employees. The amount of the transfer will be equivalent to the current amount allocated in the retirement savings provisions plus an additional contribution totaling 4%. Acceptance of this proposal includes deletion of Article 37.02 Retirement Savings Contribution.

Rates of Pay

The following adjustments to stipend levels over the term of the four year agreement:

Sessional Lecturer Stipend

For the purpose of the agreement, the schedule will be amended to reflect a 3 credit unit course structure as agreed to by the parties.

Year 1 (2010): 4% increase to total stipend

Year 2 (2011): 4% increase to total stipend plus 4% resulting from the retirement savings reallocation

Year 3 (2012): 4% increase to total stipend

Year 4 (2013): 3.5% increase to total stipend

Salary increases will be retroactive to September 1, 2010 for all employees who were actively employed during that term.

The parties agree to a joint communication announcing our agreement.

The parties agree to recommend ratification of this agreement to their respective principals as soon as reasonably possible.

Summary of Agreed to Items

Article	Date signed
Article 7.01 – Union Rights and Privileges	November 19, 2010

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Article 9.02 - Information	November 19, 2010
Article 10.01 - Deductions	November 22, 2010
Article 10.03 – Dues Receipts	November 19, 2010
Article 12 – Grievances	November 22, 2010
Article 14.03 – Course in Part	November 19, 2010
Article 14.06 – Maintenance of the Right of First Refusal	November 19, 2010
Article 15.01 – Posting Notice	May 4, 2011
Article 16.03 – Notification	November 22, 2010
Article 16.07 – Specialist Qualifications	April 4, 2011
Article 17.01 – Cancellation of a Course Offering	November 22, 2010
Article 18 – Teaching Reviews and Assessments	February 4, 2010
Article 19 – Discipline	February 4, 2010
Article 19.03 – Procedure	November 19, 2010
Article 22 – No Discrimination and Harassment	December 6, 2010
Article 23 – Respectful Workplaces	
Article 27 – Cheques Deposited	November 19, 2010
Articles 29, 30 & 31 – Leaves of Absence	November 22, 2010
Article 33 – Travel Accident Insurance	November 22, 2010
Article 36.02 – Teaching Materials	February 4, 2010
Article 36.03 – Tuition Waiver Fund	November 22, 2010
Memorandum of Agreement – Intellectual Property	November 30, 2010
Memorandum of Agreement – Pension Change Implementation	November 22, 2010
Letter of Understanding – Essential Services	November 19, 2010
Removal of Division and Steward throughout	November 19, 2010
Definitions	May 12, 2011

SESSIONAL LECTURER means an employee of the University of Saskatchewan within the scope of the Certification Order of the Saskatchewan Labour Relations Board as amended July 26, 1995 and includes all employees of the University of Saskatchewan who are responsible for teaching a credit course and remunerated on a per course basis:

- (a) excluding all graduate teaching fellows, adjunct professors, professors without term, clinicians and clinical appointments in the Departments of Medicine, Nursing, Veterinary Medicine and Dentistry, all academic student assistants, all monitor instructors and correspondence instructors in the Department of Independent Studies and all employees represented for the purpose of collective bargaining by the University of Saskatchewan Faculty Association;
- (b) including persons employed as applied music instructors;
- (c) including persons employed to teach courses for ITEP;
- (d) excluding persons employed to teach courses for NORTEP, NORPAC, and the Northwest Territories Education Program (amended January 1995);
- (e) including persons employed as University of Saskatchewan sessional lecturers for SUNTEP (amended January 1995);
- (f) excluding persons employed as teaching associates in the Department of Obstetrics and Gynecology;

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- (d) excluding persons employed to teach courses for NORTEP, NORPAC, and the Northwest Territories Education Program (amended January 1995);
- (e) including persons employed as University of Saskatchewan sessional lecturers for SUNTEP (amended January 1995);
- (f) excluding persons employed as teaching associates in the Department of Obstetrics and Gynecology;
- (g) **excluding doctoral students and post doctoral fellows who are employed in the following exempt course assignments:**

(g) If new programs are identified, the Employer and the Union will hold discussions before adding them to this Article.

Up to a maximum of fifteen (15) courses per academic year (five 3 cu courses during each term of Regular Session, and five 3 cu courses during Spring and Summer Session).

The College of Graduate Studies and Research will determine the complement and distribution of these courses. In all cases the employer shall provide in writing to the union courses and section numbers exempted in each term.

No more than one exemption shall be applied to a graduate program in any academic year.

The exemptions will not apply to any program in any year in which a total of five (5) Sessional courses or less are available.

(g h) if new programs are identified, the Employer and the Union will hold discussions before adding them to this Article.

ARTICLE 37 – EMPLOYEE BENEFITS
37.03 Health Spending Account

Sessional lecturers may be eligible to receive a Health Spending Account (H.S.A.). Health Spending Accounts are used to reimburse health, dental, and optical expenses to the employee and their eligible family members.

The employer will contribute an amount of \$500 per year for each eligible sessional lecturer.

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The employer will contribute an amount of ~~\$500~~ **\$600** per year for

Eligibility is determined over a one-year period and requires a total of 12 credit units of teaching during this period.

Continued eligibility for a yearly H.S.A. requires appointments totaling 6 credit units over a one-year period. Where this is not met, employees will be required to re-qualify for a H.S.A. according to the eligibility criteria.

If there is a credit remaining in an employees H.S.A. at the end of the policy year, *August 31*, it can be carried forward to the next benefit year. Credits can not be carried forward more than one benefit year.

Information governing the administration of the account will be available on the Human Resources website and from the Union.

37.04 Critical Illness Fund

The University will make available a fund to provide critically ill members of the bargaining unit with financial assistance. The University will contribute \$4,500 to the fund on a yearly basis. Any unused funds will be carried over to the next fiscal year.

The Sessional Joint Union Management Committee (SJUMC) will administer the fund in accordance with

each eligible sessional lecturer.

Eligibility is determined over a one-year period and requires a total of 42 9 credit units of teaching during this period.

Continued eligibility for a yearly H.S.A. requires appointments totaling 6 credit units over a one-year period. Where this is not met, employees will be required to re-qualify for a H.S.A. according to the eligibility criteria.

If there is a credit remaining in an employee's H.S.A at the end of the policy year, *August 31*, it can be carried forward to the next benefit year. Credits ~~can not~~ cannot be carried forward more than one benefit year.

Effective the September 2012 plan year, the H.S.A will be converted to a Flexible Spending Program.

Information governing the administration of the account will be available on the Human Resources website and from the Union.

37.04 Critical Illness Fund

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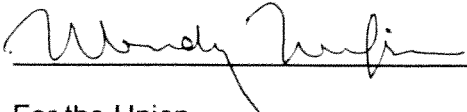
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<p>established guidelines.</p> <p>In the event an employee is unable to accept teaching appointments or complete the second term of a six credit unit course because of a critical illness, consideration may be given to providing a financial payment.</p>	<p>administer the fund in accordance with established guidelines.</p> <p>In the event an employee is unable to accept teaching appointments or complete the second term of a six credit unit course because of a critical illness, consideration may be given to providing a financial payment.</p> <p>a fully employer funded insured critical illness plan for a maximum benefit of \$15,000 for a defined number of critical illnesses. Further information can be found in the plan document.</p>
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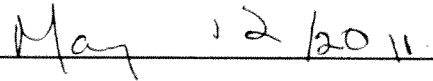
	<p>New</p> <p>MEMORANDUM OF AGREEMENT Right of First Refusal</p> <p>The parties to this agreement recognize the need to continue discussions regarding amendments to the provisions of Article 14 Right of First Refusal (ROFR) and therefore agree to establish a joint committee with equal representation from both parties to develop such amendments.</p> <p>The joint committee will be responsible for developing an agreed upon proposal subject to the ratification process in the next round of bargaining. The joint committee will have one year from the date of ratification of this agreement to determine an agreed upon proposal.</p> <p>If after one year the joint committee cannot determine an agreed upon proposal, the parties will engage discussions for the same purpose with a mediator (mutually agreed between the parties) to assist in the process.</p>
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	<p>If with the assistance of a mediator, the parties cannot come to an agreement Article 14 may become the subject of discussions at the next round of bargaining.</p>
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	<p>NEW</p> <p>MEMORANDUM OF AGREEMENT Compensation Review</p> <p>Whereas the parties to this agreement recognize the value of an effective compensation program that recognized extraordinary contributions to University Education and hold a joint stake in its successful implementation, they agree to establish a joint committee to discuss the concept of a compensation system to supplement established salary levels.</p> <p>The committee will develop recommendations to inform the next round of bargaining.</p> <p>The intent of this provision is to recognize situations where sessional lecturers are performing unpaid duties beyond those generally associated with the fulfillment of a contract.</p>
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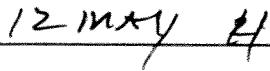
For the Union



Date



For the Employer



Date

DEFINITIONS

ACADEMIC TERM During the Academic Year the University offers courses during two academic sessions, each composed of two terms. The Regular Session consists of two 13-week terms, from September to April. The Spring and Summer Session consists of two seven-week terms, from May to August.

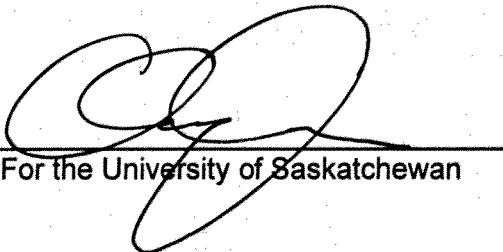
DEFINITIONS

~~**ACADEMIC TERM** During the Academic Year the University offers courses during two academic sessions, each composed of two terms.~~ **means the normal academic period in which a three credit unit course is taken and completed.** The Regular Session consists of two 13-week terms, from September to April. The Spring and Summer Session consists of two seven-week terms, from May to August.

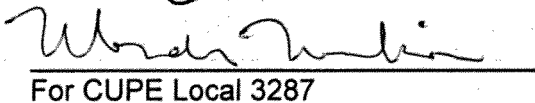
FISCAL YEAR means the twelve-month period commencing May 1 each year.

REGULAR SESSION means the session that runs from September through April, consisting of thirteen-week terms (Fall Term 1 and Winter Term 2).

SPRING AND SUMMER SESSION means the session that runs from May through August, consisting of two seven-week terms (Spring Term 1 and Summer Term 2).



For the University of Saskatchewan



For CUPE Local 3287

Definitions – Articles Referring to Terms

Definitions currently include: Academic Year and Academic Term

<u>Article:</u>	<u>Reference:</u>
9.01 – Information	Term, Regular Session, Spring and Summer Session
14.01 – Establishing ROFR	Terms, current terms, four year period
14.02 – Establishing Secondary ROFR	Terms, four year period
14.06 – Maintenance of ROFR	Two year period
15.03 – Posting Periods	Regular Session, Spring/Summer Session
15.04 – Early Applications	Regular Session, Spring/Summer Session
16.01 – Appointment with ROFR	Regular Session
16.04 – Maximum Teaching Assignment	Regular Session
17.03 – Cancellation of a Course	Terms
17.04 – Cancellation of a Course	One year period, 12 month period
30.01 – Sick Leave	Academic term
32.01 – Death Benefit	Regular Session, Spring/Summer Session
35.01 – Temporary Relocation Assistance	Spring/Summer Session
36.03 – Tuition Waiver	Academic Year
37.01 – Group Life	Terms
37.02 – Retirement Savings	Rolling – two year period
37.03 – Health Spending Account	One year period, next benefit year, 12 consecutive months
37.04 – Critical Illness Fund	Fiscal year
MOA – Course Development	5 year period

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MOA – Pension Change Implementation	Spring/Summer Session
MOA – Continuing Sessional Lecturer	Regular Session, Academic year

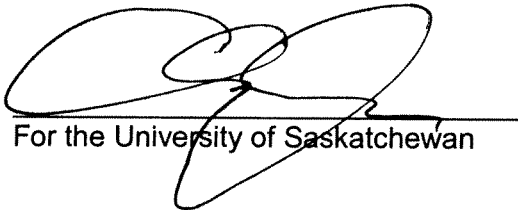
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ARTICLE 7 - UNION RIGHTS AND PRIVILEGES

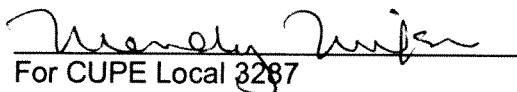
7.01 The Employer agrees to provide the Union with office space as soon as such space can be made available. However, the Employer reserves the right, in the event of a work stoppage, to require the Union to vacate such premises on campus within twenty-four hours. The Union shall return to its former premises 9 immediately after the work stoppage is over. The privacy of Union information will be closely maintained, and the Union will be able to arrange access to its former premises for the purpose of removing its property by contacting the Human Resources Division.

ARTICLE 7 - UNION RIGHTS AND PRIVILEGES

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



For the University of Saskatchewan



For CUPE Local 3287

ARTICLE 9 - INFORMATION

9.02 The Employer agrees to provide the Union, upon request, with a statistical breakdown of the bargaining unit provided the information is available. The breakdown will be according to department and college, and the information requested will consist of the number of sessional appointments, the proportion of men and women appointed, and the number of persons of aboriginal ancestry appointed.

11.03 Exchange of Information

The Employer and the Union agree to exchange, at the request of either party, information which is not confidential, is readily available, and pertains to a subject under discussion between the parties.

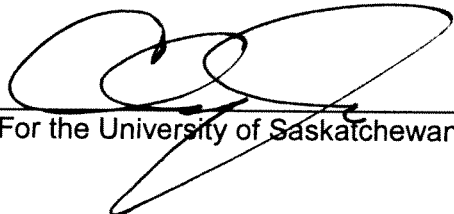
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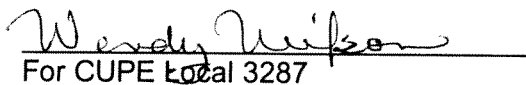
~~**11.03**~~

9.02 Exchange of Information

The Employer and the Union agree to exchange, at the request of either party, information which is not confidential, is readily available, and pertains to a subject under discussion between the parties. **Exchange of information shall occur within thirty (30) days of the request, unless a mutual agreement for extension is made. The Employer agrees to provide assistance or training to the Union on the Human Resources information system.**



For the University of Saskatchewan



For CUPE Local 3287

ARTICLE 10 - DEDUCTION OF UNION DUES

10.01 Deductions

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

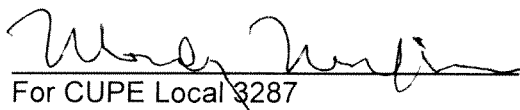
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For the University of Saskatchewan



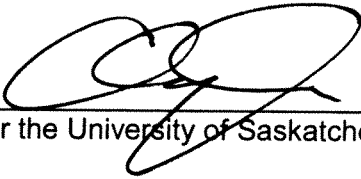
For CUPE Local 3287

10.03 Dues Receipts

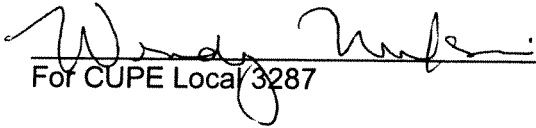
The Employer shall also include on Income Tax (T4 or T4A) slips the amount of union dues paid by each employee in the previous year.

10.03 Dues Receipts

The Employer shall also include on Income Tax (T4 ~~or T4A~~) slips the amount of union dues paid by each employee in the previous year.



For the University of Saskatchewan



For CUPE Local 3287

ARTICLE 12 – GRIEVANCES

12.01 Preamble

The parties confirm their mutual desire that every grievance shall be resolved promptly with the object of arriving at a fair and proper settlement.

12.02 Informal Procedure

It is the right of employees, with the assistance of a Union Steward if they so wish, to seek to resolve disputes through informal discussion with the academic and administrative colleagues, including the department head, provided that such informal discussion shall not in any way prejudice any dispute resolution procedures set out in this Agreement.

12.03 Step 1

If a dispute is not resolved informally, the Union may submit to the appropriate dean, with a copy to the Human Resources Division, a written grievance signed by a duly authorized official of the Union or by the employee(s) concerned. In order to be accepted, the grievance must reach the appropriate dean within 30 calendar days of the discovery of the incident which is the subject of the grievance. Grievances submitted after these time limits will not be accepted.

The Union or the dean may request a meeting at which both parties shall be present.

Within 14 calendar days of receiving the grievance, the dean shall render a decision in writing.

In a case where there is an unresolved dispute between an employee and a dean, a grievance may be submitted at Step 1 to the

ARTICLE 12 – GRIEVANCES

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12.02 Informal Procedure

It is the right of employees, with the assistance of a Union Steward **Representative** if they so wish, to seek to resolve disputes through informal discussion with the academic and administrative colleagues, including the department head, provided that such informal discussion shall not in any way prejudice any dispute resolution procedures set out in this Agreement.

12.03 Step 1

If a dispute is not resolved informally, the Union may submit to **the Associate Vice-President, Human Resources, with a copy to** the appropriate dean, ~~with a copy to the Associate Vice-President, Human Resources Division,~~ a written grievance signed by a duly authorized official of the Union or by the employee(s) concerned. ~~In order to be accepted, the grievance must reach the appropriate dean within 14~~ **30** calendar days of the discovery of the incident which is the subject of the grievance. ~~Grievances submitted after these time limits will not be accepted.~~

The Union or **Human Resources** the dean may request a meeting **with the appropriate dean or designate** at which both parties shall be present.

~~Within 14 calendar days of receiving the grievance, the dean shall render a decision in writing.~~ **The dean, or**

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Vice-President (Academic) or designate instead of to the dean, and Step 2 will be waived.

12.04 Step 2

If a satisfactory decision is not rendered within the time limits of Step 1, the Union may, within 14 calendar days of receipt of the reply or the expiration of the time limit, refer the written grievance to the Vice-President (Academic) or designate, who shall render a written decision, after appropriate meetings and consultation with the Union, within 14 calendar days of receipt of the grievance.

12.05 Policy Grievance

The Union is entitled to initiate a grievance in its own right or on behalf of an employee at any step of the grievance procedure.

12.06 Time Limits

The time limits specified in the foregoing provisions may be waived by the parties upon agreement, and special consideration will be given when a case involves Union or Employer participants in more than one geographic location.

designate, in consultation with Human Resources, will render a written decision within 30 14 days of receiving the grievance.

In a case where there is an unresolved dispute between an employee and a dean, a grievance may be submitted at Step 1 to Human Resources, with a copy to the Vice-President (Academic) or designate instead of to the dean, and Step 2 will be waived.

12.04 Step 2

If a satisfactory decision is not rendered within the time limits of Step 1, the Union may, within ~~14~~ **30** calendar days of receipt of the reply or ~~the expiration of the time limit~~, refer the written grievance to the **Associate Vice-President, Human Resources, with a copy to the Vice-President (Academic) or designate, ~~with a copy to Human Resources.~~ who shall ~~render a written decision, after appropriate meetings and consultation with the Union, within 14 calendar days of receipt of the grievance.~~ **The parties shall meet to discuss the grievance at Step 2 within 30 days of the referral and the Vice-President (Academic), in consultation with Human Resources, shall render a written decision within 30 days of the meeting.****

12.05 Policy Grievance

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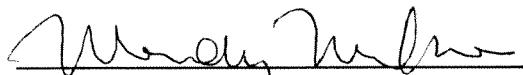
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For the University of Saskatchewan



For CUPE Local 3287

14.03 Course in Part

For courses covered in Article 14.03 Course in Part, where an employee with right of first refusal for one half of a course does not meet the posted qualification requirements for the entire course, another applicant who does meet the posted qualification requirements, may be appointed to teach the entire course. Where such an applicant is appointed, the Employer shall forward to the Union the name of the successful applicant and the rationale for the appointment. (agreed June 20, 2007)

There are two conditions under which the right of first refusal may be conferred for a part course:

- (1) the course is Fine Arts 100.6, which has four distinct parts, each requiring a different area of expertise; or
- (2) a six credit unit course is divisible into two distinct parts, each representing a different area of specialization and half of the total course.

14.03 Course in Part

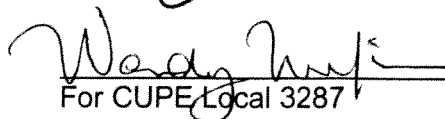
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~~There are two conditions under which the~~ Right of first refusal may be conferred for a part course: **when the course has distinct parts each requiring a different area of expertise.**

~~(1) the course is Fine Arts 100.6, which has four distinct parts, each requiring a different area of expertise; or~~

~~(2) a six credit unit course is divisible into two distinct parts, each representing a different area of specialization and half of the total course.~~


For the University of Saskatchewan


For CUPE Local 3287

14.06 Maintenance of the Right of First Refusal

Once the right of first refusal is achieved, the individual must teach the same course or a closely related course at least once during every two years in order to maintain the right. For the purpose of this provision, the two-year period is defined as starting on September 1 and ending twenty-four months later on August 31. The individual may apply to the Dean to extend this maintenance period for a maximum of one additional year (from September 1 to August 31) in the following circumstances:

- (1) appointment to a faculty position at the University of Saskatchewan or another post-secondary institution;
- (2) the course is not offered on a sessional basis during the September 1 to August 31 year in question or another person with the right of first refusal was appointed to teach the course;
- (3) absence to upgrade academic qualifications;
- (4) absence for maternity purposes;
- (5) absence to assume a full-time union appointment external to CUPE 3287;
- (6) extended illness;
- (7) other approved absences; and
- (8) appointment(s) within the two-year maintenance period to teach another course in the department.

The right of first refusal may be maintained until the end of the

14.06 Maintenance of the Right of First Refusal

Once the right of first refusal is achieved, the individual must teach the same course or a closely related course at least once during every two years in order to maintain the right. For the purpose of this provision, the two-year period is defined as starting on September 1 and ending twenty-four months later on August 31. The individual may apply to the Dean to extend this maintenance period for a maximum of one additional year (from September 1 to August 31) in the following circumstances:

- (1) appointment to a faculty position at the University of Saskatchewan or another post-secondary institution;
- (2) the course is not offered on a sessional basis during the September 1 to August 31 year in question or another person with the right of first refusal was appointed to teach the course;
- (3) absence to upgrade academic qualifications;
- (4) absence for maternity purposes;
- (5) absence to assume a full-time union appointment external to CUPE 3287;
- (6) extended illness;
- (7) other approved absences; and
- (8) appointment(s) within the two-year maintenance period to teach another course in the department.


The right of first refusal may be maintained until the end of the

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<p>September 1 to August 31 year in which the person reaches age 67. The Dean may approve the extension of the right of first refusal on an annual basis for anyone who has reached age 67.</p>	<p>September 1 to August 31 year in which the person reaches age 67. The Dean may approve the extension of the right of first refusal on an annual basis for anyone who has reached age 67.</p>
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For the University of Saskatchewan



For CUPE Local 3287

15.01 Posting Notice

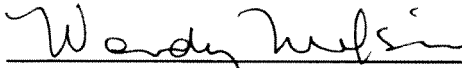
The Employer agrees that all vacancies will be filled by a process which includes the posting of job vacancy notices on the official campus bulletin boards used for posting purposes. To the extent possible, postings shall identify the department or college, course name, course number and number of credit units, starting time and duration, location, expected enrolment limit, qualifications required, stipend, and where to apply. Expected enrolment limits will be provided for information only and may be subject to change. The University will notify the appointee as soon as possible of any substantial changes in enrolment. A copy of each notice will be forwarded to the Union.

15.01 Posting Notice

The Employer agrees that all vacancies will be filled by a process which includes the posting of job vacancy notices on the ~~official campus bulletin boards~~ **website** used for posting purposes. To the extent possible, postings shall identify the department or college, course name, course number and number of credit units, **term and length of course, day(s) and time of day of course,** ~~starting time and duration,~~ location, expected enrolment limit, qualifications required, stipend, and where to apply. Expected enrolment limits will be provided for information only and may be subject to change. The University will notify the appointee as soon as possible of any substantial changes in enrolment. A copy of each notice will be forwarded to the Union.



For the University of Saskatchewan



For CUPE Local 3287

16.03 Notification

When there are applications for a vacancy from persons who have the right of first refusal with respect to the posted vacancy, these applicants will be notified of the decision within twenty - one days of the closing of the seven-day posting period. Notification will be sent to the applicant's last known address and, if necessary, attempts will be made to contact applicants at their last known phone number. If there are no applications from persons who have the right of first refusal, the Employer may decide to repost the vacancy prior to notifying applicants.

Candidates will inform the University, in writing, within one week of receipt of the offer whether or not they accept the offer.


16.03 Notification

When there are applications for a vacancy from persons who have the right of first refusal with respect to the posted vacancy, ~~these~~ **all** applicants will ~~be notified~~ **receive written notification** of the decision within twenty - one days of the closing of the seven-day posting period. ~~Notification will be sent to the applicant's last known address and, if necessary, attempts will be made to contact applicants at their last known phone number.~~ If there are no applications from persons who have the right of first refusal, the Employer may decide to repost the vacancy prior to notifying applicants. **It is the responsibility of the applicant to ensure their contact information is updated regularly on PAWS and with their department.**

Candidates will inform the University, in writing, within one week of receipt of the offer whether or not they accept the offer.



For the University of Saskatchewan



For CUPE Local 3287

16.07 Specialist Qualifications


In exceptional cases where a sessional appointment requires specialist qualifications and experience, and where one applicant is demonstrably more specialized than those with the right of first refusal, the former applicant may be appointed. Where such an applicant is appointed, the Employer shall forward to the Union the name of the successful applicant and the rationale for the appointment.

16.07 Specialist Qualifications

In exceptional cases **when a highly acclaimed scholar in an area of specialization or an individual publicly renowned in a particular field of endeavour is available for a brief period of time, right of first refusal of an applicant may be set aside once in order to appoint the scholar or celebrity.** The Employer shall forward to the Union **at least 30 days before the course begins the applicant's name,** an outline of those qualifications which render that person a specialist, and the rationale for the appointment. **Appointment of the specialist shall not exceed one course. The applicant with right of first refusal who would otherwise have taught the course will receive a priority point at the appropriate rates.**



For the University of Saskatchewan



For CUPE Local 3287

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L. 3287 Proposal
~~Feb. 22, 2011~~

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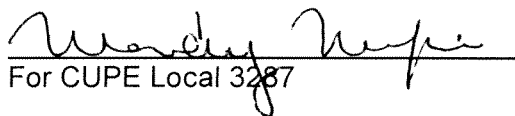
**ARTICLE 17 – CANCELLATION OF
A COURSE OFFERING**

17.01 When a course scheduled to be taught on a sessional basis is cancelled because of insufficient enrollment or for other just cause, and the cancellation occurs within the three week (21 day) period before the first scheduled class, the person who was appointed to teach the course will receive twenty-five percent of the stipend for the course that has been cancelled.

**ARTICLE 17 – CANCELLATION OF
A COURSE OFFERING**

17.01 When a course scheduled to be taught on a sessional basis is cancelled because of insufficient enrollment or for other just cause, and the cancellation occurs ~~within the three-week (21-day) period before~~ **within the twenty-one (21) day period prior to, but not including,** the first scheduled class, the person who was appointed to teach the course will receive twenty-five percent of the stipend for the course that has been cancelled.


For the University of Saskatchewan


For CUPE Local 3287

ARTICLE 18 – FORMAL TEACHING ASSESSMENT

All formal teaching assessments shall use reasonable methods and criteria of evaluation that are appropriate to the department or non- departmentalized college and to the course in question.

18.01 Use of Formal Teaching Assessments

The Employer shall normally conduct a formal assessment of an employee's teaching performance when the employee is being considered for right of first refusal.

A formal assessment may also be undertaken if one or more of the following conditions are present:

- at the request of the employee

ARTICLE 18 – TEACHING REVIEWS AND ASSESSMENTS

All formal **regular reviews** and teaching assessments **are to allow for an opportunity for the department head, dean, or designate to meet and discuss the performance of duties with each member.** The department head, dean, or designate will then complete a performance feedback and development plan. A copy will be provided to the member and Human Resources. The member may attach a personal statement in response to the feedback with a copy submitted to Human Resources. **Members who do not receive timely performance feedback may apply to Human Resources or the Union for assistance requesting an intervention aimed at having their department provide timely feedback.**

Both regular reviews and teaching assessments shall use reasonable methods and criteria of evaluation that are appropriate to the department or non-departmentalized college and to the course in question.

It is expected that sessional lecturers will remain current with developments in their disciplines and on a regular basis will regularly update the subject matter of ~~courses they teach.~~ *OR W.W.*

18.01 Regular Review Use of Formal Teaching Assessments

The ~~Employer~~ **department head, dean, or designate** shall normally conduct a **regular review** formal assessment of an employee's teaching performance **for the purpose of providing feedback on their course instruction and plans for future career professional development.** ~~when the employee is being considered for right of first refusal~~

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- at the request of the department head or dean
- decision of department head or dean resulting from the processing of a complaint in accordance with Article 19.04.

During a sessional lecturer's first 9 credit units of instruction, the department head, dean, or designate shall conduct a regular review.

Following the initial 9 credit units of instruction, the department head, dean, or designate shall conduct regular reviews once per every two years of instruction in which the sessional has taught more than 15 credit units.

In order to transition to the model as outlined above, regular reviews must be conducted by August 31, 2012 for all applicable-sessionals who meet the above criteria by August 31, 2012.

~~A formal assessment may also be undertaken if one or more of the following conditions are present:~~

- ~~— at the request of the employee~~
- ~~— at the request of the department head or dean~~
- ~~— decision of department head or dean resulting from the processing of a complaint in accordance with Article 19.04.~~

18.01.01 Procedures for Regular Review

A regular review will normally include a review of the following:

- ~~1. Signed evaluations from students; Subject matter, mode of delivery, and teaching materials considered relevant to teaching performance; and~~
- ~~2. Subject matter, mode of delivery, and teaching materials considered relevant to teaching performance. Signed~~

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18.02 Procedures

Wherever possible, procedures will be compatible with those used to evaluate other teaching staff in the same department (or in the same college in the case of a non-departmentalized college).

An assessment will normally include the following:

1. One or more in-class observations of teaching; and
2. Review of teaching materials, graded examinations, assignments, essays, and any similar material from students considered relevant to teaching performance;

And may also include:

3. Signed evaluations from students;
4. Evaluations provided by students on forms approved for the evaluation of full-time faculty by the department or college;

evaluations from students.

The department head, dean, or designate shall meet with the sessional within ~~two (2) weeks~~ thirty (30) days of gathering the information indicated above to discuss the review, identify areas of strength and/or plans for development, and if necessary make recommendations for the member to utilize available resources.

To provide a more detailed review, the Employer or employee may request a teaching assessment as outlined in Article 18.02.

18.02 Teaching Assessment Procedures

Wherever possible, procedures will be compatible with those used to evaluate other teaching staff in the same department (or in the same college in the case of a non-departmentalized college).

An **teaching** assessment will normally include a **review of** the following:

- ~~1. One or more in-class observations of teaching; and~~

1. **Signed evaluations from students; Subject matter, mode of delivery, and teaching materials considered relevant to teaching performance; and**

2. **Subject matter, mode of delivery, and teaching materials considered relevant to teaching performance. Signed evaluations from students.**

- ~~2. Review of teaching materials, graded examinations, assignments, essays, and any similar material from students considered relevant to teaching~~

<p>5. Statements, reports, or other information such as a teaching dossier submitted by the sessional lecturer for consideration;</p> <p>6. Letters of complaint and responses as described in Article 19.04.</p> <p>18.03 Observers</p> <p>Department heads (or deans of non-departmentalized colleges) shall</p>	<p>performance;</p> <p>And may also include:</p> <p>3. Signed evaluations from students;</p> <p>4. Evaluations provided by students on forms approved for the evaluation of full-time faculty by the department or college;</p> <p>3. Statements, reports, or other information such as a teaching dossier submitted by the sessional lecturer for consideration;</p> <p>4. One or more in class observations of teaching;</p> <p>5. Letters of complaint and responses discipline as described in Article 19.04.</p> <p>The department head, dean, or designate shall meet with the sessional within two (2) weeks thirty (30) days of gathering the information indicated above to discuss the assessment and identify areas of strength and/or plans for development. If it is determined through the teaching assessment process that students are not receiving the quality of instruction expected for the course(s) in question, the department head, dean, or designate may require the member to participate in a mentoring program or make recommendations for the member to utilize available resources.</p> <p>Unfavourable outcomes of the teaching assessment may be subject to Article 19.</p> <p>18.03 18.02.01 Observers</p> <p>When in-class observations are included in the teaching</p>
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determine who will conduct the in-class observations. Sessional lecturers will normally be given notice at least two classes before the date and time the observations will take place. They shall also be entitled to invite a University colleague, who is either a sessional lecturer or a faculty member, to attend in-class observations on a voluntary basis. This colleague may also file a report or provide written comment on the class.

18.04 Observers' Report

Observers will give the employee the opportunity to discuss their reports prior to submitting them to the department head or dean. The department head or dean will provide the employee with copies of the final written reports. The employee will be asked to sign each report to acknowledge that it has been read. Should the employee wish, the employee will be entitled to file a written comment which will be appended to the record.

18.05 Recommendation of Department Head

The department head (or dean of a non-departmentalized college) or a designate will be responsible for reviewing the information gathered for the teaching assessment, including observers' reports and other information described in Article 18.02, and for assessing the teaching performance for the course in question. This assessment may be used as part of the overall evaluation when an eligible employee is being considered for the right of first refusal.

~~assessment, Department heads (or deans of non-departmentalized colleges), deans, or designates~~ shall determine who will conduct the in-class observations. Sessional lecturers will normally be given notice at least two classes before the date and time the observations will take place. They shall also be entitled to invite a University colleague, who is either a sessional lecturer or a faculty member, to attend in-class observations on a voluntary basis. This colleague may also file a report or provide written comment on the class.

18.04 18.02.02 Observers' Report

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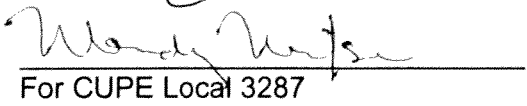
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<p>18.06 Appeal</p> <p>In the event the formal teaching assessment is negative and the right of first refusal is denied, the sessional lecturer may request the dean of a departmentalized college (or the Vice-President (Academic) in the case of a non-departmentalized college) to appoint a second person to review the information gathered for the assessment. That person shall either confirm the initial decision or overturn it. If the initial decision is confirmed, the sessional lecturer may file a grievance. If the initial decision is overturned, this appeal decision shall be final.</p>	<p>18.02.03 Conflict of Interest</p> <p>The parties recognize that avoidance of conflicts of interest is essential to the preservation of the integrity and credibility of the teaching assessment process.</p> <p>The responsibility for identifying conflict of interest rests with the Employer and individual employees. Anyone perceiving such a conflict for the purpose of performing or receiving teaching assessments should raise the issue to the dean or designate; or may request the Union raise the issue.</p> <p><i>W. W.</i></p> <p>18.06 Appeal</p> <p>In the event the formal teaching assessment is negative and the right of first refusal is denied, the sessional lecturer may request the dean of a departmentalized college (or the Vice-President (Academic) in the case of a non-departmentalized college) to appoint a second person to review the information gathered for the assessment. That person shall either confirm the initial decision or overturn it. If the initial decision is confirmed, the sessional lecturer may file a grievance. If the initial decision is overturned, this appeal decision shall be final.</p>
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 For the University of Saskatchewan


 For CUPE Local 3287

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ARTICLE 19 - DISCIPLINE

19.01 Dismissal

Except as outlined below, it is the Employer's policy to base the discharge of an employee on just cause.

19.02 Progressive Discipline

As a matter of practice and general principle, the Employer endorses the concept of progressive discipline. In this context, the Employer will normally warn an employee, in writing, that discipline may follow the repetition of the act or omission complained of or the failure to bring work up to a specified standard by a given date. It is to be expected in the setting of such a date that the employee will be provided with a reasonable opportunity to correct the problem(s) referred to in the letter of warning.

(It is understood that the Employer retains the sole right to determine, in any particular case, whether the matter is sufficiently serious to warrant immediate disciplinary action.)

ARTICLE 19 - DISCIPLINE

~~19.01 Dismissal~~

~~Except as outlined below, it is the Employer's policy to base the discharge of an employee on just cause.~~

19.01 Non-disciplinary Coaching

Coaching will be given verbally and/or in writing to clarify expectations and provide guidance to assist the employee in addressing performance concerns. A reasonable timeframe will be given to the employee to correct the peer performance and appropriate follow up on progress will be provided. Written coaching will be removed from the employee's file after 12 credit units or 18 months, whichever comes first 12 months of active employment.

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(It is understood that the Employer retains the sole right to determine, in any particular case, whether the matter is sufficiently serious to warrant

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The Employer may revoke the right of first refusal as a disciplinary measure.

immediate disciplinary action or dismissal.)

~~The Employer may revoke the right of first refusal as a disciplinary measure.~~

The Employer shall not discipline or dismiss any employee except for just cause.

19.02.01 Written Reprimand

The Employer will advise an employee, in writing, that termination of their contract may follow the repetition of the act or omission complained of or the failure to bring work up to a specified standard by a given date. It is to be expected in the setting of such a date that the employee will be provided with a reasonable opportunity to correct the problem(s).

The letter will specify the reasons for the warning, expectations for future performance and consequences of progressive discipline, with copies forwarded to Human Resources and the Union.

In cases of discipline specifically related to teaching, the written reprimand will include notice of a mandatory teaching assessment under Article 18.

Where no further disciplinary action against an employee has been taken for 12 credit units or 24 months, whichever comes first, normally 24 months of active employment by the employee who has been disciplined, all records of discipline shall be removed from the employee's employment file.

19.02.02 Dismissal

19.03 Procedure

Where it is determined an employee is to be disciplined, other than by way of a letter of warning under paragraph 19.02, the employee shall be advised in writing, within a reasonable period of time after the decision is taken, of the nature of the discipline and the reasons for the disciplinary action, and a copy of the letter shall be sent to the Union. If an employee who has been disciplined wishes to discuss the matter with the Employer to request a reconsideration of the decision, the employee and/or the Union shall contact the appropriate Human Resources Manager, who shall arrange for a meeting to be held among the persons concerned within two weeks.

19.04 Processing of Complaints

Prior to any consideration of discipline, except where the Employer determines that the matter is sufficiently serious to warrant immediate disciplinary action, a department head (or dean of a non-departmentalized college) who becomes aware of a complaint concerning the professional performance or conduct of an employee shall within twenty-one calendar days investigate the matter and discuss the relevant facts or opinions with the employee. The

Where an employee is dismissed, the employee's contract will be terminated and any ROFR held will be revoked at the discretion of the employer.

The Employer will provide reasons to the employee in writing, with copies forwarded to Human Resources and the Union.

19.03 Procedure

~~Where it is determined an employee is to be disciplined, other than by way of a letter of warning under paragraph 19.02, the employee shall be advised in writing, within a reasonable period of time after the decision is taken, of the nature of the discipline and the reasons for the disciplinary action, and a copy of the letter shall be sent to the Union. If an employee who has been disciplined wishes to discuss the matter with the Employer to request a reconsideration of the decision, the employee and/or the Union shall contact the appropriate Human Resources Manager, who shall arrange for a meeting to be held among the persons concerned within two weeks. The employee may choose to be accompanied by a representative of the Union during such discussion.~~

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employee may choose to be accompanied by a representative of the Union during such discussion. If the department head (or dean) concludes that the charges are substantiated, a report of the complaint may be placed in the employee's file provided the employee is informed and permitted to file any explanation in rebuttal. The fact that the employee was so informed shall be noted in the file. If the department head (or dean) concludes that the charges are not substantiated or chooses not to conduct an investigation, the complaint may not be placed in the employee's file.

19.05 Right to Grieve

Any action taken in accordance with this Article shall be subject to the grievance procedure.

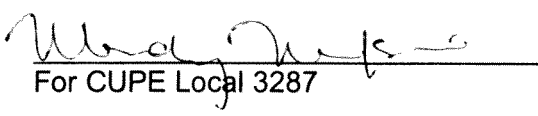
~~calendar days investigate the matter and discuss the relevant facts or opinions with the employee. The employee may choose to be accompanied by a representative of the Union during such discussion. If the department head (or dean) concludes that the charges are substantiated, a report of the complaint may be placed in the employee's file provided the employee is informed and permitted to file any explanation in rebuttal. The fact that the employee was so informed shall be noted in the file. If the department head (or dean) concludes that the charges are not substantiated or chooses not to conduct an investigation, the complaint may not be placed in the employee's file.~~

19.054 Right to Grieve

Any action taken in accordance with this Article shall be subject to the grievance procedure.



For the University of Saskatchewan



For CUPE Local 3287

19.03 Procedure

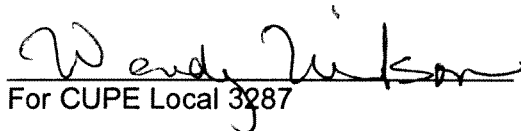
Where it is determined an employee is to be disciplined, other than by way of a letter of warning under paragraph 19.02, the employee shall be advised in writing, within a reasonable period of time after the decision is taken, of the nature of the discipline and the reasons for the disciplinary action, and a copy of the letter shall be sent to the Union. If an employee who has been disciplined wishes to discuss the matter with the Employer to request a reconsideration of the decision, the employee and/or the Union shall contact the appropriate Human Resources Manager, who shall arrange for a meeting to be held among the persons concerned within two weeks.

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For the University of Saskatchewan



For CUPE Local 3287

ARTICLE 22 - NO DISCRIMINATION

22.01 The Employer and the Union agree that there shall be no discrimination or harassment with respect to any employee by reasons of age (between legal age for employment and normal retirement age of sixty-five years), race, creed, color, national origin, language (except where the lack of language competence would clearly prevent carrying out the required duties), political or religious affiliation, sex, marital status, sexual orientation, **gender identity or gender expression**, physical disability (except where the disability would prevent carrying out the required duties), record of offences (except where such a record is a reasonable and bona fide ground for discrimination because of the nature of the employment), nor by reason of membership or activity in the Union.

ARTICLE 23 – HARASSMENT

23.01 The Employer and the Union do not condone sexual or personal harassment.

23.02 Definition of Sexual Harassment

Sexual harassment is defined as behaviour related to sexuality that may be verbal, physical, deliberate, unsolicited or unwelcome; it may be one incident or a series of incidents. While the following is not an exhaustive list, sexual harassment may include: verbal abuse; unwelcome jokes, innuendoes or taunting about an employee's clothing, body, or sexual activities; displaying of pornographic material; unwelcome invitations or requests, whether indirect or explicit, to engage in behaviour of a sexual nature; leering or other gestures associated with sexuality; unnecessary physical contact such as touching, patting, pinching, punching; physical assault.

ARTICLE 22 – NO DISCRIMINATION

22.01 The Employer and the Union agree that there shall be no discrimination or harassment with respect to any employee by reasons **provided in the Saskatchewan Human Rights Code (including gender identity) or the Trade Union Act** of age, (between legal age for employment and normal retirement age of sixty-five years), race, creed, color, national origin, language (except where the lack of language competence would clearly prevent carrying out the required duties), political or religious affiliation, sex, marital status, sexual orientation, gender identity or gender expression, physical disability (except where the disability would prevent carrying out the required duties), record of offences (except where such a record is a reasonable and bona fide ground for discrimination because of the nature of the employment), **nor by reason of gender identity or gender expression**; nor by reason of membership or activity in the Union.

**ARTICLE 23 – HARASSMENT
RESPECTFUL WORKPLACES**

23.01 The Employer and the Union do not condone sexual or personal harassment **and are committed to a respectful workplace.**

23.02 Definition of Sexual Harassment

Sexual harassment is defined as behaviour related to sexuality that may be verbal, physical, deliberate, unsolicited or unwelcome; it may be one incident or a series of incidents. While the following is not an exhaustive list, sexual harassment may include: verbal abuse; unwelcome jokes, innuendoes or taunting about an employee's clothing, body, or sexual activities; displaying of pornographic

23.03 Criteria

For a practice to be considered sexual harassment it must be reasonably perceived as a term or condition of employment (including availability or continuation of work or promotional or training opportunities) or influence decisions on such matters or interfere with job performance.

23.04 Procedure

Sexual harassment involving employees as complainants is grievable at Step 1. Before a response is rendered, there will be an objective examination including the nature and context of the incident(s). Both parties agree that all proceedings and the results thereof will be dealt with in the strictest confidence.

23.05 Personal Harassment

The University of Saskatchewan endorses the principle that all members of the University community have the right to work and study in an environment free from personal harassment. This entitlement carries with it an expectation that all members of the University community, including members of the CUPE 3287, will conduct themselves in an appropriate and responsible manner, with due respect and regard for the rights and feelings of others. Employee complaints of personal harassment by students will be handled in accordance with Council and Senate regulations.

~~material; unwelcome invitations or requests, whether indirect or explicit, to engage in behaviour of a sexual nature; leering or other gestures associated with sexuality; unnecessary physical contact such as touching, patting, pinching, punching; physical assault.~~

Harassment is defined consistent with Sec. 2(3) of the Occupational Health and Safety Act, 1993 (as amended October 1, 2007).

~~**23.03 Criteria**~~

~~For a practice to be considered sexual harassment it must be reasonably perceived as a term or condition of employment (including availability or continuation of work or promotional or training opportunities) or influence decisions on such matters or interfere with job performance.~~

23.04 Procedure

The University has a discrimination and harassment prevention policy covering all members of the campus community. An employee who believes he or she has been harassed shall have access to the policy and the grievance procedure.

The employee making a complaint may choose to register it under the Employer's policy as well as via the grievance procedure. However, the policy process will proceed first where there will be an objective examination investigation including the nature and context of the incident(s).


In the event the policy process does not address the complaint to the employee's satisfaction, Sexual Harassment involving employees as complainants the complaint is grievable

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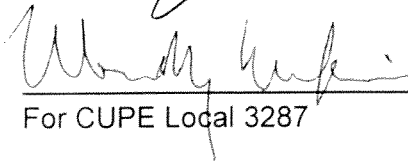
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For the University of Saskatchewan




For CUPE Local 3287

ARTICLE 27 - CHEQUES DEPOSITED

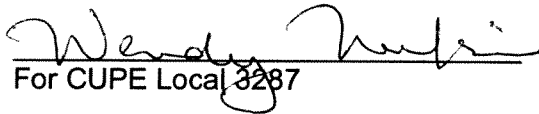
27.01 On the request of an employee, the Employer agrees to deposit the employee's cheque in a bank or in a credit union account of the employee's choice subject to normal University policies and procedures.

~~ARTICLE 27 - CHEQUES DEPOSITED~~

~~27.01~~ ~~On the request of an employee, the Employer agrees to deposit the employee's cheque in a bank or in a credit union account of the employee's choice subject to normal University policies and procedures.~~



For the University of Saskatchewan



For CUPE Local 3287

ARTICLE 29 - LEAVE FOR PERSONAL REASONS

29.01 Leave with pay for urgent personal reasons (bereavement, family illness, etc.) shall be granted for short periods of time. If possible, an employee shall obtain permission from the department head or dean before taking such leave so that arrangements can be made to carry on the employee's duties during the period of absence.

Employees will obtain prior approval from their department heads or deans for planned absences. If approved, the department head or dean will determine whether the absence will be with pay or without pay. In the case of planned absences with pay, employees will normally make alternate arrangements to fulfill their assigned duties. These arrangements must be approved by the department head or dean, and the Executive Director of the Centre for Continuing and Distance Education (for regular session) or the Associate Vice-President of Student and Enrolment Services Division (for spring & summer session) or designate will be consulted where appropriate.

ARTICLE 30 - SICK LEAVE

30.01 Leave with pay for illness or injury shall be granted for short periods of time when employees are unable to perform assigned duties. If a woman is not able to perform her duties as a result of pregnancy or childbirth, she will be entitled to sick leave in accordance with the provisions of this article. If possible, an employee shall consult with the department head or dean before taking such leave so that arrangements can be made to carry

ARTICLE 29 - LEAVES FOR PERSONAL REASONS OF ABSENCE

29.01 Family and Bereavement Leave

Leave with pay for urgent personal reasons (bereavement, family illness, etc.) shall be granted for short periods of time. If **Where** possible, an employee shall ~~obtain permission from~~ **provide notification to** the department head or dean before taking such leave **to ensure adequate arrangements so that** ~~arrangements can be made to carry on the employee's duties during the~~ period of absence.

29.02 Planned Absences

Employees will obtain prior approval from their department heads or deans for planned absences. If approved, the department head or dean will determine whether the absence will be with pay or without pay. In the case of planned absences with pay, employees will normally make alternate arrangements to fulfill their assigned duties. These arrangements must be approved by the department head, or dean, ~~or and the Executive Director of the Centre for Continuing and Distance Education (for regular session) or the Associate Vice-President of Student and Enrolment Services Division (for spring & summer session)~~ **or their** designate. ~~will be consulted where appropriate.~~

ARTICLE 30 - SICK LEAVE

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on the employee's duties during the period of absence.

In the case of absences of more than a week, employees shall keep their department head or dean informed, weekly or at some other mutually agreeable interval, of the anticipated date for the resumption of duties. The dean's office may require a medical certificate if the absence extends for more than one week. Paid sick leave will not extend beyond the last day of the current academic term or the termination date of the employee's current appointment, whichever is earlier. In the event that an employee is absent from duties for more than half of a course, that course will not be counted as part of the teaching required to qualify for the right of first refusal.

For the purpose of accumulating priority points and service points, the parties agree that sessional lecturers may earn both priority points and service points while on paid sick leave. These points, earned on the basis of one priority point and one service point per six credit unit class, will be tied to the compensation received.

ARTICLE 31 - MATERNITY/PARENTAL LEAVE

31.01 Requirements

The Employer shall not deny the pregnant employee the right to continue employment during her pregnancy. Sick leave provisions may be available in accordance with Article 30.01.

31.02 Maternity leave without pay shall cover a period of up to 26 weeks or until the termination of the

is not able to perform her duties as a result of pregnancy or childbirth, she will be entitled to sick leave in accordance with the provisions of this article. ~~If~~ **Where** possible, an employee shall ~~consult with~~ **provide notification** to the department head or dean before taking such leave **to ensure adequate arrangements** so ~~that arrangements can be made to carry on the employee's duties~~ during the period of absence.

In the case of absences of more than a week, employees shall keep their department head or dean informed, weekly or at some other mutually agreeable interval, of the anticipated date for the resumption of duties. The dean's office may require a medical certificate if the absence extends for more than one week. Paid sick leave will not extend beyond the last day of the current academic term or the termination date of the employee's current appointment, whichever is earlier. In the event that an employee is absent from duties for more than half of a course, that course will not be counted as part of the teaching required to qualify for the right of first refusal.

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ARTICLE 31 - MATERNITY/PARENTAL LEAVE

31.01 Requirements

The Employer shall not deny the

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appointment, whichever is earlier, and may be taken at the employee's discretion before and/or after the birth or adoption of a child.

Under the provisions of Article 14.06, an individual who is absent for maternity purposes may apply for an extension of the maintenance period for the right of first refusal.

An employee on maternity leave who maintains the right of first refusal shall be credited with teaching experience equivalent to the teaching credit accumulated in the same period in the previous year.

31.03 Return from Maternity Leave

When an employee decides to return from a maternity leave, she shall provide the Employer with at least two weeks notice.

31.04 Parental Leave

Parental leave is available as defined and provided for in the *Saskatchewan Labour Standards Act*.

A parental leave shall not exceed the termination date of the employee's appointment.

~~pregnant employee the right to continue employment during her pregnancy. Sick leave provisions may be available in accordance with Article 30.01.~~

31.02 29.04 Maternity/Parental Leave

Maternity/**parental** leave without pay shall cover a **combined** period of up to ~~26~~ **52** weeks or until the termination of the appointment, whichever is earlier, and may be taken at the employee's discretion before and/or after the birth or adoption of a child.

Under the provisions of Article 14.06, an individual who is absent for maternity purposes may apply for an extension of the maintenance period for the right of first refusal.

An employee on maternity leave who maintains the right of first refusal shall be credited with teaching experience equivalent to the teaching credit accumulated in the same period in the previous year.

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When an employee decides to return from a maternity leave, she shall provide the Employer with at least two weeks' notice.

31.04 29.04.02 Parental Leave

Parental leave is available as defined and provided for in the *Saskatchewan Labour Standards Act*.

A parental leave shall not exceed the termination date of the employee's appointment.


For the University of Saskatchewan


For CUPE Local 3287

ARTICLE 33 – TRAVEL ACCIDENT INSURANCE

33.01 The Employer shall maintain travel accident insurance covering employees who are travelling on University business with the authorization of the University. Deemed hours would be used to determine eligibility.

For persons working 75% of full time or greater:

- \$100,000 for accidental loss of life and provide up to \$200,000 for specified types of injuries while travelling.

For persons working less than 75% of full time:

- \$50,000 for accidental loss of life and provide up to \$100,000 for specified types of injuries while travelling.

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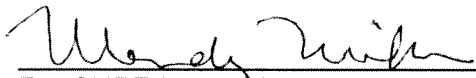
For persons working 75% of full time or greater **(at least 28 deemed hours per week inclusive of travel)**:

- \$100,000 for accidental loss of life and provide up to \$200,000 for specified types of injuries while travelling.

For persons working less than 75% of full time **(less than 28 deemed hours per week inclusive of travel)**:

- \$50,000 for accidental loss of life and provide up to \$100,000 for specified types of injuries while travelling.


For the University of Saskatchewan


For CUPE Local 3287

L. 3287 Proposed Language:

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Provision of Teaching Material:

The Employer agrees to provide the necessary resources to sessional lecturers so that they may fulfill their teaching duties as effectively and with support equivalent to that provided to regular faculty. Such support includes but is not necessarily limited to: providing copies of educational materials essential to a course (books, manuals, software programs etc.); office space in which to meet with students; a telephone; a computer with Internet access; the use of printers and photocopiers; marking assistance for large classes; clerical assistance when necessary.

Reasonable access to the library and electronic mail shall be provided before and after the period of the employment contract.

In cases when sessional lecturers are teaching a course for the first time or have accepted a contract on short notice, the program, department or college in the case of a non-departmentalized college, shall provide financial assistance to purchase necessary teaching materials or reimburse the sessional lecturer for any expenses incurred in accessing these necessary materials, up to a maximum of \$500. Expenses must have the prior approval of the department or college.

Incorporate as subsection under Article 36 Professional Development

36.02 Teaching Materials


The Employer agrees to provide the necessary resources to sessional lecturers so that they may fulfill their teaching duties as effectively and with support equivalent to that provided to regular faculty. Such support includes, but is not necessarily limited to:

- copies of educational materials essential to a **the** course (i.e. **textbooks**, manuals, software programs, etc.);
- **Reasonable** access to ~~the~~ library **resources**;
- **access to reasonable** office space in which to meet with students;
- a telephone **access**;
- **access to** a computer with internet **capabilities**;
- ~~and~~ **access to** electronic mail; ~~shall be provided before and after the period of the employment contract;~~
- use of printers and photocopiers **for course-related material(s)**;
- marking assistance for large classes;
- clerical assistance when necessary.

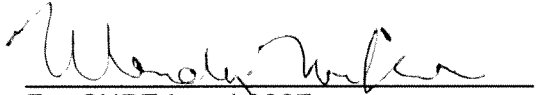
In **addition**, ~~cases when sessional lecturers are teaching a course for the first time or have accepted a contract on short notice,~~ **may apply through the Academic Participation/Professional Development Fund for the program, department or college in the case of a non-departmentalized college, shall ~~may~~ provide financial assistance to purchase necessary teaching materials **that support or enhance delivery of course content.** ~~or reimburse the sessional lecturer for any expenses incurred in accessing these necessary materials, up to a maximum of \$500. Expenses must have the prior approval of the department or college.~~**

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	**Renumber the remainder of Article 36.
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For the University of Saskatchewan



For CUPE Local 3287

36.03 Tuition Waiver Fund

The University will make available the equivalent of 20 three credit unit tuition waivers per year to help enable educational upgrading for sessional lecturers. The maximum size of waiver available to any applicant in any academic year shall be equivalent to the Canadian student course-based tuition for a 3 cu undergraduate class in tuition category 3 which is current at the time the course is taken.

Unused waivers can be carried over to the fund for reallocation for the next year. The maximum fund balance will be the equivalent of 40 three credit unit waivers.

The parties agree that a review of the costing or valuing of the waivers would be subject for discussion at the next round of negotiations.

The Sessional Joint Union-Management Committee (SJUMC) will administer the fund in accordance with the established guidelines. The SJUMC will evaluate and may make changes to the guidelines as necessary.

Information governing the eligibility and administration of the fund will be available on the Human Resources Division website and from the union.

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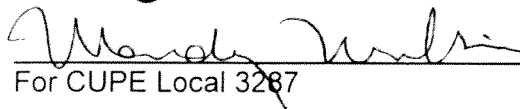
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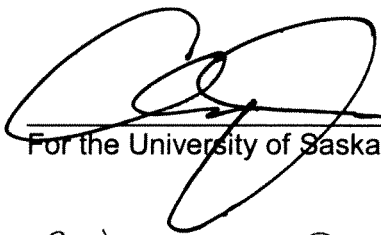


For the University of Saskatchewan

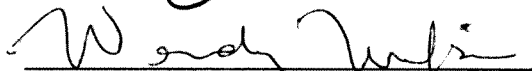


For CUPE Local 3287

The parties agree to replace all references to Human Resources Division with Human Resources and replace all references to Union Steward with Union Representative.



For the University of Saskatchewan



For CUPE Local 3287

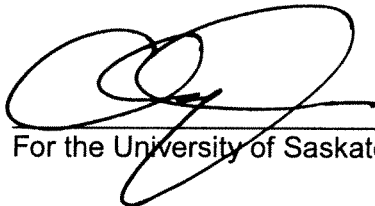
LETTER OF UNDERSTANDING
Essential Services

Under the Public Service Essential Services Act 2008, the Employer and CUPE 3287 are required to engage in discussions to determine "essential services" in the event of job action. The criteria for determining "essential services" is based on:


- danger to life, health or safety;
- the destruction or serious deterioration of machinery, equipment or premises;
- serious environmental damage; or
- disruption of any of the courts of Saskatchewan

Given the criteria, the Employer does not consider members of CUPE 3287 to provide "essential services" as defined by *The Public Service Essential Services Act 2008*.

However, the Employer and CUPE 3287 agree that in the event of notice of job action that the parties will meet and discuss if there is any new information or change in circumstance that members of CUPE 3287 would meet the criteria and be considered "essential" prior to job action being taken.



For the University of Saskatchewan




For CUPE Local 3287

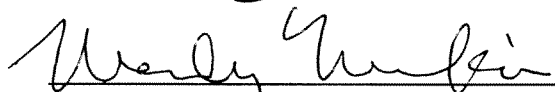
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**MEMORANDUM OF AGREEMENT
Intellectual Property**

The parties agree to establish a joint committee consisting of an equal number of representatives appointed by each party. The joint committee shall review Article 24 – Patents and Article 25 – Copyright of the Collective Agreement to identify any outstanding issues that may exist relating to employer and employee interests in the protection and sharing of intellectual property. The joint committee shall report to the parties within eighteen (18) months of the signing of the Collective Agreement.



For the University of Saskatchewan



For CUPE Local 3287

**MEMORANDUM OF AGREEMENT
Pension Change Implementation**

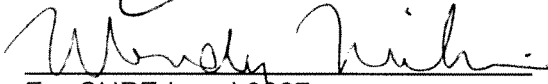
Members of the Sessional Lecturers' Union bargaining unit (CUPE Local 3287) who are currently enrolled in the pension plan at date of signing will have the following options:

1. Members may opt to leave current funds in the pension plan, with no further contributions being made to the plan effective May 1, 2007, the beginning of Spring and Summer session 2007.
2. Those that wish to move their accrued assets out of the plan must contact the Benefits Office in writing notifying them of the details of their transfer request. Failing such instructions, the member funds will remain in the plan and the incumbents will be deemed 'deferred beneficiaries'.
3. Transfers to approved retirement savings plans will allow for the on-going tax sheltering of current pension funds. Cash withdrawals will be subject to required statutory deductions.

Delete



For the University of Saskatchewan



For CUPE Local 3287