

THIS AGREEMENT IS MADE IN TRIPLICATE  
BETWEEN

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

-and-

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

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

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## ARTICLE 1 - SCOPE

### 1.1 University of Regina Language Only

#### 1.1 Scope (Saskatchewan)

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

#### 1.2 Definition of Employee

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

#### 1.3 Plural Terms and Gender

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

#### 1.4 Types of Employees

##### 1.4.1 Permanent Employees:

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

##### 1.4.2 Non-Permanent Employees:

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

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

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

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

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

### 1.4.3 Eligibility Chart

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

\* LSA equals Labour Standards Act

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

\*\*\*Subject to Article 8.2

## **ARTICLE 2 - MANAGEMENT**

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

## **ARTICLE 3 - UNION RECOGNITION**

### **3.1 Bargaining Agent**

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

### **3.2 Work of the Bargaining Unit**

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

### **3.3 No Other Agreements**

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

### **3.4 Representative of C.U.P.E.**

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

## **ARTICLE 4 - UNION SECURITY**

### **4.1 Union Membership**

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

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

### **4.2 Deduction of Union Dues**

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

#### 4.3 Monthly Statements

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

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

#### 4.4 New Employees

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

#### 4.5 Interviewing Opportunity

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

#### 4.6 Dues Receipts

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

#### 4.7 Time Off for Union Meetings

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

#### 4.8 Contracting Out

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

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

#### 4.9 Crossing Picket Lines During a Strike and Handling Goods

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

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

### **ARTICLE 5 - JOINT CONSULTATION**

#### 5.1 Union-Management Committee

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

5.2 Purpose of Meetings

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

Such discussions shall not include grievances and changes to the collective agreement.

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

5.3 Meetings

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

5.4 Exchange of Information

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

**ARTICLE 6 - USE OF EMPLOYER'S PREMISES**

6.1 Union Office Space

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

6.2 Space for Meetings

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

6.3 Bulletin Boards

**The Employer shall provide union bulletin boards as follows:**

**U of S  
Administration Building  
Marquis Hall  
Arts Building  
Maintenance Building  
Kinesiology Building  
Williams Building  
Health Sciences Building  
Science Complex  
Veterinary Medicine  
Engineering Building  
Education Building**

**U of R  
Library  
College Avenue Campus  
Education  
College West  
Classroom  
Language Building**

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

## **ARTICLE 7 - NO DISCRIMINATION**

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

## **ARTICLE 8 - VACANCIES AND PROMOTION**

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

### 8.1 Posting

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

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

Positions in Phase 1 of all Job Families and Apprenticeship positions will be posted as open positions available for public competition. Positions filled externally shall be filled through appointment of the most suitable applicant.

### 8.2 Bidding on Vacant Positions

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

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

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

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

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

### 8.3 Notice of Results

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

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

### 8.4 Basis for Selection

Vacancies in Phase 1 of all Job Families and apprenticeship positions will be filled on the basis of the skill, ability and qualifications of the applicants. Where these factors are relatively equal, the Employer will select the most senior applicant.

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

If there is not a qualified internal applicant, the Employer will consider, on the same basis as outlined above, the applications of employees who are close to possessing the required qualifications before considering any external candidate. If an appointment is made of an applicant who does not possess the required qualification(s) of the position, the Employer may, as a condition of appointment, require that the applicant obtain the qualification(s) within a specific time limit.

#### 8.5 Reversion Rights in a Term Position

An employee, except casual or student employees, may bid on a posted term position and will be given preference in accordance with Article 8.4. A permanent employee filling a posted term position will continue to be a permanent employee and will be entitled to all contract rights and benefits, including benefit plans. A permanent employee shall maintain reversion rights to their prior permanent position for up to twenty-four (24) months (University of Regina,) and six (6) months (University of Saskatchewan) in the term position. Reversion rights may be extended by mutual agreement. Beyond that period, when the posted term position is discontinued, a permanent employee holding the position will have the protection of Article 12.1.

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

#### 8.7 On-The-Job Training

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

#### 8.8 Job-Sharing

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

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

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

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

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

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

The **Dean, Administrative Head or designate** may terminate the job-sharing arrangement with sixty days notice, within the first year of the job-share between any two employees. In the event an employee is displaced by changes in a job-share, seniority will be a factor in determining the priority of placement in any available position in the department. Employees who are not placed

will be subject to the conditions of a layoff. In this situation, the Employer is not obligated to extend special considerations such as an employee's interest in part-time work.

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

## **ARTICLE 9 – PROBATIONARY AND ASSESSMENT PERIOD**

### **9.1 Probationary Period**

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

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

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

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

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

### **9.2 Transfer During Probationary Period**

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

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

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

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

### **9.3 Assessment Period**

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

**A Recurring Relief or Term employee who accepts a transfer or promotion and who has previously completed a probationary period shall be appointed subject to an assessment period of three months, during which time performance will be appraised. Such appraisals will be discussed with the employee.**

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

**In the case of a permanent employee, at the end of the assessment period, if the employee has not performed satisfactorily, or at any time during the period when it becomes clearly evident that the employee does not meet performance expectations, the employee shall be returned to their former status (either layoff, or position and salary), subject to any increment which normally would have been received had the employee remained in that position. During the assessment period, an**

**employee may return voluntarily to the employee's former status (either layoff or position) without any penalty.**

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

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

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

#### 9.4 Employee Medical Examinations

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

### ARTICLE 10 – SENIORITY

#### 10.1 Seniority Defined

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

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

#### 10.2 Transfer of Employment

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

#### 10.3 Loss of Seniority

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

An employee shall lose seniority rights in the event of:

10.3.1 Discharge without reinstatement;

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

10.3.3 Failure to return to work within eight calendar days following a recall and after being notified by registered mail or other appropriate notification to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the employer informed of the employee's current address. An employee recalled for casual work or employment of short duration at a time when employed elsewhere shall not lose recall rights for refusal to return to work. If an employee is not returning to work that employee shall so notify the Employer and the Union in writing as soon as possible;

10.3.4 Retirement effective the date of retirement;

10.3.5 Layoff for a period exceeding twelve months;

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

#### 10.4 Seniority; Adjustment of

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

#### 10.5 Seniority Rosters

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

#### 10.6 Correction of Seniority Roster

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

#### 10.7 Seniority Roster to Union

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

### **ARTICLE 11 – COMPENSATION**

#### 11.1 Wage Ranges

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

#### 11.2 Placement and Review of Positions

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

##### 11.2.1 New Positions

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

##### 11.2.2 Review of Position Job Family and/or Phase

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

##### 11.2.3 Adjustments through Promotion, Transfer or Review

#### **University of Saskatchewan**

If an employee transfers into a different position in the same phase of any job family, their wage rate remains unchanged. If an employee applies for and obtains a position in a lower phase of any job family, the employee will be appointed to the wage rates for the family and phase. If an employee is promoted or reclassified into a higher phase or their position review results in a placement into a higher phase, their base wage shall be within the new wage range. If any employee's current wage is below the minimum of the new phase, their wage will be adjusted to the minimum of the new phase. If the employee's current wage is within the new wage range,

there may be an adjustment. If the employee's current wage is above the new wage range, the wage will be red-circled. Employees will be informed of any change by Human Resources.

Adjustments as a result of the review will be effective to the first of the month closest to the date the request for review was received by Human Resources.

### **University of Regina Language Only**

#### 11.2.4 Appeal of Position Review Decisions

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

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

#### 11.3 Regular Increment

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

#### 11.4 Market Adjustments

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

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

#### 11.5 Temporary Performance of Duties of a Higher Phase

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

## **ARTICLE 12 - LAYOFF AND RECALL**

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

#### 12.1.1 General

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

#### 12.1.2 Notice

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

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

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

##### 12.1.2.1 Assisted Early Retirement – University of Regina Language Only

#### 12.1.3 Termination and Severance Pay

Within fourteen calendar days of a written notice of Permanent (not term) position being eliminated, an employee who signs an agreement to terminate employment will be entitled to severance pay of two weeks' pay at the employee's current rate of pay for every year or partial year of service to a maximum of fifteen months' pay. The payment will be calculated to the date the employee leaves the Permanent position and made on the date the employee leaves the Permanent position or a succeeding term position, whichever is later. **This fourteen day period may be extended by the Employer for good and sufficient reason.**

The employee will forgo any further rights under the Collective Agreement.

#### 12.1.4 Placement

During or at the termination of the notice period the employee may be placed, without bidding, in another vacant position with the same job title. With the agreement of the employee and the Union, the employee may be placed in a position with a different job title. Employees shall be given preferential treatment in placement, according to bargaining unit wide seniority.

Should the placement be in a term position, the employee will be deemed to be in a notice period. Should an appropriate permanent position not be obtained during the course of a term position, at the end of the term position, the employee's status will revert to that which was in effect immediately prior to accepting the placement.

#### 12.1.5 Bumping

If the employee is not placed in a vacant position, the employee may bump an employee with less bargaining unit wide seniority. All bumps are made according to the following provisions:

1. Permanent positions will be considered for bumping.
2. Positions will be considered in the following order for the bumping employee:
  - (a) First, into the employee's own position title (same Job Family and Phase).
  - (b) Second, into any position title (same Job Family and Phase).
  - (c) Third, campus-wide, at the same or lower phase.
3. The bumping employee must possess the requirements for the position into which the employee is bumping, as indicated on the immediately prior posting for the position, except where the Employer can demonstrate that there has been a bona fide change in the requirements for the position.
4. The bumping employee starts at 2(a) above, with the position occupied by the employee with the least bargaining unit wide seniority, then the position occupied by the employee with the second least bargaining unit wide seniority and so on. When the bumping employee does not have the required qualifications for any positions in 2(a), the bumping employee moves to consider positions in 2(b), again beginning with the position occupied by the person with the

least bargaining unit wide seniority, and continuing in a similar way to 2(c). This consideration continues until the bumping employee can be placed into a position.

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

Employees who bump will be given up to three months to demonstrate their ability to perform the duties and responsibilities. An employee who fails to perform satisfactorily or is dissatisfied in the first position into which that employee bumps, will be given a second opportunity to bump.

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

Notwithstanding all of the provisions of Article 12.1.5, the Employer and the Union may agree on another arrangement for a bumping situation.

#### 12.1.6 Layoff

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

#### 12.1.7 Recall

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

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

#### 12.1.8 Notice of Recall

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

#### 12.1.9 Response to Recall

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

An employee in any of the following circumstances will be deemed to have voluntarily left the service of the Employer and the employment shall be terminated:  
The employee is recalled and fails to respond indicating intention to accept or not to accept the position offered;

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

#### 12.1.10 Assessment Period on Placement, Bumping and Recall

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

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

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

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

#### 12.1.12 Benefits During Lay-off

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

#### 12.1.13 Termination

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

#### 12.1.14 Training

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

### 12.2 Normal Seasonal Lay-off and Recall

#### 12.2.1 Lay-off

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

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

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

#### 12.2.2 Recall

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

#### 12.2.3 Response to Recall

If an employee, following a recall, fails, without good cause, to advise the Employer within eight days of notice of return to work of the employee's intention to return to work, or fails to report for work on the date at the time specified in the notice to return, the employee shall be deemed to have voluntarily left the service of the Employer and employment shall be terminated.

### 12.3 Technological Change

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

#### 12.3.1 Reduction in Work Force

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

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

#### 12.3.2 Consultation

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

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

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

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

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

#### 12.3.3 Severance Pay

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

#### 12.3.4 Other Applicable Clauses

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

### 12.4 Grievances Concerning This Article

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

## **ARTICLE 13 - DISCIPLINE**

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

stated in the discharge or discipline notice to the employee.

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

### 13.3 Reprimand

If an employee is formally reprimanded concerning unacceptable conduct or performance, it will be done with the Shop Steward present. When a disciplinary meeting has occurred, a written notice including particulars of the work performance or behaviour which led to such dissatisfaction shall within ten working days of the reprimand be forwarded to the employee, with copies to the Union and Human Resources.

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

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

### 13.4 Written Warning

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

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

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

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

### 13.5 Suspension

The Employer reserves the right to suspend an employee for just cause, for a period of up to one month. A Shop Steward or other Union representative shall be present when the employee is notified of the suspension. Confirmation of the action taken by the Employer will be conveyed to the employee in writing by Human Resources as soon as possible, with a copy of the letter to the Union. If the Union considers the action unjustified, it shall have, from the date the suspension begins or the notice is received by the Union, whichever is later, fourteen days in which to file a grievance. Letters will be removed from the employee's file after four years of subsequent active employment during which no formal disciplinary action is taken.

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

### 13.6 Dismissal

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

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

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

## ARTICLE 14 – GRIEVANCE PROCEDURE

### 14.1 Definition

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

### 14.2 Administrative Grievance

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

### 14.3 Administrative Expediting

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

### 14.4 Representation

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

### 14.5 Permission to Leave Work

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

### 14.6 Stage 1

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

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

14.6.3 The **Dean, Administrative Head or designate**, in consultation with Human Resources, will render

a written decision within thirty (30) days of receiving the grievance or within thirty (30) days of the date of a meeting held pursuant to 14.6.2, as the case may be.

#### 14.7 Stage 2

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

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

#### 14.8 Stage 3 - Arbitration

##### 14.8.1 Time Limit

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

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

##### 14.8.2 Composition of the Board

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

##### 14.8.3 Selection of the Chair

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

##### 14.8.4 Hearing

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

##### 14.8.5 Time Deficiencies

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

##### 14.8.6 Disciplinary Action

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

#### 14.8.7 Expenses

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

#### 14.9 General

##### 14.9.1 Union May Institute Grievances

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

##### 14.9.2 Facilities for Grievances

The Employer shall provide appropriate space for grievance meetings.

##### 14.9.3 Grievances Dealt with During Working Hours

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

##### 14.9.4 Copies of Documents

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

##### 14.9.5 Amended Time Limits

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

### **ARTICLE 15 - LEAVES OF ABSENCE**

#### 15.1 Union Leave

##### 15.1.1 Leave for Joint Union-Management Meetings

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

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

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

##### 15.1.2 Casual Union Leave

The Employer agrees that leave of absence with pay and benefits (subject to the Union providing full funding to the Employer) shall be given to any designated employee(s) for union business, such leave of absence to be granted for a period not exceeding six months as the union requests in

writing. Requests for such leave shall be made in writing. A response to the request will be conveyed within 48 hours of receipt, except in the case of leave for one week or longer, in which case a response will be conveyed within seven working days of when the written request has been received by the head of the department.

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

### 15.1.3 Leave to Hold Full Time Union Position

#### 15.1.3.1 Elected Position

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

#### 15.1.3.2 Selected Position

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

## 15.2 Compassionate Care and Special Leave of Absence

### 15.2.1 Compassionate Care Leave

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

### 15.2.2 Special Leave of Absence

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

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

## 15.3 Leave for Jury Duty

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

## 15.4 Education Leave

### 15.4.1 Writing Examinations

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

### 15.4.2 University of Saskatchewan - Employee Development

To assist and encourage employees to increase or upgrade their skills, thereby increasing their career options, the U of S will provide an Employee Development Fund capped at \$100,000 annually effective January 1, 2006. The fund will be divided with 75% of the fund dedicated to

career development and 25% of the fund dedicated to personal/self development. Permanent employees with more than one year of continuous service will be eligible to apply to the fund for career development employment related opportunities:

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

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

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

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

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

#### 15.4.3 University of Regina Language Only

#### 15.4.4 Leave for Seminars and Conferences

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

#### 15.4.5 Required Courses

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

#### 15.4.6 Apprenticeship

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

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

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

15.4.6.4 The term of an apprenticeship position will be until the apprentice achieves Journeyman status or until the apprentice fails twice at the same level of the program. The term may be extended if the failure is due to extenuating circumstances.

At the expiry of an apprenticeship position, the incumbent will maintain the opportunity to bid on other positions in accordance with Article 8. If a permanent employee in an apprentice position is unable to bid into a position, the employee will be placed on lay-off and will have all the rights of Article 12.1.

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

15.4.6.6 Supplementary Employment Benefits (**SEB**)

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

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

15.5 Compassionate Leave

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

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

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

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

15.6 Leave for Shift Workers

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

15.7 Leave for Court Appearance or Incarceration

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

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

## 15.8 Maternity/Adoption/Parental Leave

### 15.8.1 Service Requirements for Maternity/Adoption/Parental Leave

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

### 15.8.2 Length of Maternity/Adoption/Parental Leave

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

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

### 15.8.3 Supplementary Employment Benefits

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

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

### 15.8.4 Seniority Status During Maternity/Adoption/Parental Leave

The employee shall continue to earn seniority during the leave.

### 15.8.5 Procedures Upon Return from Maternity/Adoption/Parental Leave

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

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

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

- (1) to be temporarily assigned other duties if this is possible without disruption to the department;
- (2) to commence her maternity leave after presenting a medical certificate attesting to her pregnancy, and to maintain the right for up to six weeks after date of delivery to return to her former position, and salary subject to any general increases;
- (3) to relinquish her position and elect to exercise her rights under the Layoff and Recall Article, clauses 12.1.3 to 12.1.14, inclusive.

## 15.11 Deferred Salary Leave

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

## **ARTICLE 16 - HOLIDAYS**

### **16.1 Named Holidays**

The Employer recognizes the following as paid holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day. In addition, there shall be one additional day per calendar year, to be designated annually by the Employer, after consultation with employee groups. If Heritage Day is proclaimed as a public holiday by the government, it will be granted in lieu of this additional day. Any date proclaimed as a public holiday by the Provincial or Federal Government will be deemed to be a holiday for employees providing this does not duplicate holiday provisions above.

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

### **16.2 Compensation for Holiday Falling on Saturday**

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

### **16.3 Compensation for Holiday Falling on Sunday**

When any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following method will apply for all non-shift workers: At the University of Regina, the following Monday (or Tuesday, where the preceding clause already applies to the Monday) shall be deemed to be the holiday, and at the University of Saskatchewan the Associate Vice-President (Human Resources) shall meet early in the year with representatives of all bargaining units within the University to determine which day will be deemed the holiday for the purpose of this agreement.

### **16.4 Compensation for Non-shift Workers Working on a Holiday**

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

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

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

16.5.1 be given the day off without loss of pay:  
OR

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

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

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

16.6.1 be given an additional day off or, if this is not possible, one additional day's pay:

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

16.7 Casual, Recurring Relief and Student Employees

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

**ARTICLE 17 - VACATION**

17.1 Rate of Accumulation

University of Saskatchewan

The following provisions accrue to employees provided seniority is not broken. During the first five years of service, an employee will accumulate fifteen days vacation for every year of service. At the end of five years of service, an employee will commence earning vacation leave at the rate of twenty days per year. At the end of seventeen years of service, an employee will commence earning vacation at the rate of twenty-five days per year. At the end of twenty-three years of service, an employee will commence earning vacation at the rate of thirty days per year.

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

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

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

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

University of Regina Language Only (17.1)

17.2 Vacation Year

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

17.3 Special Circumstances

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

17.4 Time of Vacation

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

17.5 Holiday During Vacation

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

17.6 Equal Opportunities

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

#### 17.7 Shift Workers

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

#### 17.8 Pay

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

#### 17.9 Additional Time

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

#### 17.10 Approved Absence During Vacation

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

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

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

#### 17.11 Deductions from Vacation Accumulation (University of Saskatchewan)

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

### ARTICLE 18 - SICK LEAVE

#### 18.1 Sick Leave Defined

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

##### 18.1.1 Two Week Waiting Period

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

## 18.2 Rate of Accumulation

University of Saskatchewan

Full-time employees, other than casual, recurring relief and students, will accumulate sick leave on the regular hours stated for that classification on an hours per month basis as follows:

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

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

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

University of Regina Language Only (18.2)

## 18.3 Accumulation of Sick Leave

All unused portions of sick leave will be cumulative.

## 18.4 Personal/Family Leave

18.4.1 Upon approval of the **Dean, Administrative Head or designate**, an employee shall be granted up to two days personal/family leave per year (to be deducted from the employee's sick leave accrual) to attend to personal/family related situations which require the employee's involvement.

18.4.2 Where no one other than the employee can provide for the needs of a member of the employee's immediate family during a serious illness, the employee may apply (by telephone, confirmed later in writing) to their **Dean, Administrative Head or designate** for permission to have up to five days of accumulated sick leave per illness for this purpose. Serious illness need not mean life threatening and it is understood the seriousness of the illness may be related to the age of the family member. The employee may be required to provide medical evidence of the serious illness.

## 18.5 Deductions from Sick Leave Accumulation

University of Saskatchewan

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

University of Regina Language Only (18.5)

## 18.6 Proof of Illness

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

## 18.7 Accumulation of Sick Leave During Leave of Absence and Lay-off

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

### 18.8 Notification of Sickness or Injury

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

### 18.9 Compensation from a Third Party

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

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

$$\frac{\text{Reduction of sick leave (working days)}}{\text{Period of disability (working days)}} = \frac{\text{Employer supplement to compensation}}{\text{Regular monthly salary}}$$

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

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

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

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

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

### 18.10 Injury Pay Provisions

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

#### 18.11 Transportation of Accident Victims

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

#### 18.12 Sick Leave Credits Exhausted

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

### University of Regina Language Only Article 19.1 to 19.7 – EMPLOYEE BENEFIT PLANS

## **ARTICLE 19 - EMPLOYEE BENEFIT PLANS**

### UNIVERSITY OF SASKATCHEWAN

#### 19.8 Employee Benefit Plans Committee

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

19.9 Annually, the Employer shall provide to each employee a detailed statement which outlines in clear terms each of the benefit plans under which the employee is covered, and the benefits which the employee derives from the plan.

#### 19.10 Benefit Plans

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

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

The employer's total expenditure on EBP's pursuant to this collective agreement shall be capped at 5.5% of payroll of those employees covered by said EBP's per year.

In the event the actual premium is less than 5.5%, the resulting surplus will accumulate and be used to absorb future actual premium costs that may exceed the 5.5%.

The employer specifically disclaims any responsibility to pay any premium shortfall which may ensue. In the event that the cost of these EBP's exceeds the 5.5% cap, the employer will provide notice to the union and its members that the shortfall will be borne immediately by employees eligible to participate in said plan(s) until such time as the terms of said plan(s) may be adjusted.

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

- Group Life Insurance Plan
- Dental Plan
- Short Term Disability Plan
- Extended Health Care Plan

#### 19.10.1 Long Term Disability Plan

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

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

#### 19.10.2 Pension Plan

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

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

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

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

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

#### 19.12 Employee Status While on Disability Plan

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

#### 19.13 Return to Work

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

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

#### 19.14 Benefits During Leave of Absence

19.14.1 An employee who is on the Short Term Disability Plan or the Long Term Disability Plan will be considered to be on leave of absence for application of Article **19.14.2** and Articles 17.1 and 18.2.

#### 19.14.2 Sick Leave, Vacation Leave and Increment Date

If leave of absence (except as provided in Articles 15.1 and 15.3) exceeds thirty-one calendar days, credits for sick leave and vacation leave will not be accumulated during the period of absence

If the leave of absence is for less than thirty-two calendar days the employee will continue to accumulate sick leave credits and vacation credits in the normal fashion.

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

#### 19.14.3 Pension Plan

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

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

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

#### 19.14.4 Group Insurance, Dental Plan, Long Term Disability Plan, Extended Health Plan

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

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

Group insurance and long-term disability plan coverage will be provided on the following basis:

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

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

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

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

#### 19.15 Assisted Early Retirement

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

### **ARTICLE 20 – OCCUPATIONAL HEALTH AND SAFETY**

#### 20.1 Co-operation on Safety

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

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

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

Any employee may request that the **Dean, Administrative Head or designate** substitute a safe or less hazardous substance for any chemical or biological substance currently in use. **The U of S – Department of Health Safety and Environment/U of R – Health and Safety** representative will cooperate in advising the employees through their **Dean, Administrative Head or designate** on the possibility of using suitable substitutions.

## 20.2 Safety Committee Pay Provisions

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

## 20.3 Safety Measures

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

## 20.4 Educational and Training Programs

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

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

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

## 20.5 Safety and Health Reports, Records and Data

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

## 20.6 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job or to operate any equipment which, in the opinion of the employee(s) or any member of the Safety Committee, is unsafe, until an Occupational Health Officer or an Occupational Health Committee established under The Occupational Health and Safety Act, 1993, has investigated the matter or situation, or until sufficient steps have been taken so that the employee has reasonable grounds for believing that the duty or duties are no longer unusually dangerous.

## 20.7 Visual Display Terminals

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

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

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

## **ARTICLE 21 - RESPECTFUL WORKPLACE**

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

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

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

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

## **ARTICLE 22 - MISCELLANEOUS**

### 22.1 Itemized Statement

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

### 22.2 Administrative Errors

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

### 22.3 Coffee Breaks

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

### 22.4 Notice

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

### 22.5 Provision of Tools

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

### 22.6 Rules and Regulations

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

### 22.7 Uniforms and Protective Clothing

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

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

### 22.8 Transportation

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

### 22.9 Access to Personnel File

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

### 22.10 Service Defined

Service is defined as being actively at work or on approved leave of absence with pay including sick leave, and vacation; or on maternity leave, but does not include leave of absence without pay in excess of 31 calendar days (See University of Regina Article **19.6.2** and University of Saskatchewan Article **19.14.2**).

## 22.11 Special Circumstances Severance

In unusual or extenuating circumstances, as determined by the Employer and with the agreement of the Union, a permanent employee who signs an agreement to terminate employment will be entitled to severance pay of two (2) weeks' pay at the employee's current rate of pay for every year or partial year of service to a maximum of fifteen (15) months' pay. The payment will be calculated to the date the employee leaves the permanent position or a succeeding term position, whichever is later.

## ARTICLE 23 - HOURS OF WORK AND SPECIAL PAY PROVISIONS

### 23.1 The following regular hours of work are in effect:

Group A Clerical Group: five-day thirty-five hours per week, seven hours per day.

Library: thirty-five hours per week, seven hours per day.

Group B Duplicating and Printing Services: five-day thirty-five hours per week, seven hours per day.

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

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

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

Maintenance (and Trades – U of S): five-day thirty-eight hours per week, 7.6 hours per day.

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

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

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

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

Group E University of Regina Language Only

#### 23.1.1 Alternate Hours of Work

University of Saskatchewan:

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

Group A

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

Group B

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

Group C

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

Group D

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

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

General Provisions Regarding Altered Hours of Work

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

University of Regina Language Only (23.1) – Altered hours of work

23.2 Overtime

- 23.2.1 Employees shall be paid double time for all time worked in excess of the stated regular or altered hours of work for their classification, as stipulated in Article 23.1. Employees who work less than full days will not receive overtime until their work exceeds the stated regular hours of work.
- 23.2.2 All overtime which is paid by the Employer must be authorized by the **Dean, Administrative Head or designate**. Except in emergency situations, such overtime must be authorized in advance.
- 23.2.3 Employees shall notify Human Resources within sixty days if their overtime has not been paid.
- 23.2.4 If an employee has left the place of work and is not aware of being required to work overtime and is called back for overtime work, the employee shall be paid a minimum of two hours at overtime rates. An employee required to return to work for brief periods of previously scheduled overtime work will be compensated on the basis of a minimum of one hour's work at overtime rates. **Where a call back occurs after 0230 hours, that employee will have the option of either reporting for work as scheduled, utilizing accumulated banked time, or deferring the start and end times of the immediate following shift, creating no eligibility for overtime as a result thereof. Where a call back occurs after 0430 hours, the employee will have the option of starting their regular shift immediately following completion of the call out work.**

### 23.2.5 Time Off in Lieu

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

#### 23.2.5.2 Accumulation of Time Off

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

23.2.6 Where an employee is required to work continuously beyond normal quitting time in excess of two hours, or is required to return to work for overtime purposes for a period in excess of four hours, the Employer agrees to provide a suitable meal.

23.2.7 Overtime shall be voluntary except in emergencies. In the event there is a difference in opinion as to what constitutes an emergency, the final decision shall be that of Human Resources.

### 23.2.8 Part-time Employees

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

## 23.3 Calculation of Overtime

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

## 23.4 Shift Premium

23.4.1 For time actually worked, a permanent, term, **recurring relief or casual** employee will receive an additional **ninety cents (\$0.90)** per hour for each hour or part of an hour of regularly scheduled work outside the hours of 8:00 am to 6:00 pm Monday through Friday. If the majority of an employee's hours of work on a shift fall outside the hours specified above, the premium will be paid for the entire shift.

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

23.4.3 The premium will not be paid on overtime.

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

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

## 23.5 Calculation of Part Month's Salary

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

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

### 23.6 Bilingual Bonus

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

### 23.7 Shift Differentials

23.7.1 All Steam Plants: rotating shift differential - \$80.00 per month.

23.7.2 Animal and Poultry Science (FARM)

Milking Shift Differential - \$60.00 per month, to be pro-rated if not working shift full-time.

23.7.3 Security/Campus Safety

Personnel who regularly work on either a rotating shift or a non-day shift will receive a \$80.00 per month differential.

23.7.4 Animal Care Personnel

Under the Technical Group, employees required to work weekends on a regular basis will receive a \$60.00 per month differential. For employees not required to work every weekend the differential will be pro-rated.

23.7.5 Data Processing

Computer operators who regularly rotate on a shift cycle which covers 21 or more hours of the 24 hour day shall receive a shift differential of \$80.00 per month.

23.7.6 Steam Plant Refrigeration Papers

Steam Plant employees required to hold a valid Saskatchewan Refrigeration Certificate will be provided with a differential of \$40.00 per month.

### 23.8 Hazardous Work Pay Premium

23.8.1 Radiation Pay Premium

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

23.8.2 Asbestos Pay Premium

An employee trained in asbestos disposal techniques and assigned to asbestos removal will receive an additional seventy-five (.75) cents per hour for all assigned hours worked.

University of Regina Language Only (23.8.2) – Asbestos Pay Premium

**23.8.3 Rescue Team Premium – Employees who are members of the Rescue Team shall be provided with a premium of \$120 per month where assigned.**

**23.8.4 High Voltage Premium – Employees who are high voltage certified electricians will be paid a premium of \$100 per month where assigned.**

**23.8.5 Blaster Certificate Premium – Employees required to hold a blaster certificate will be paid a premium of \$100 per month where assigned.**

### 23.9 Provision of Journals

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

23.10 Spray Painting Differential (for Painters only)

\$ .36 per hour

23.11 University of Regina Language Only - Taping Differential

23.12 University of Regina Language Only - Fireman's Differential

23.13 Certification Fees

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

**ARTICLE 24 - THE AGREEMENT**

24.1 Duration

This Agreement shall be effective from January 1, **2007**, and shall remain in force and effect up to December 31, **2009**, and from year to year thereafter, but either party may, not less than thirty days nor more than sixty days prior to the expiry date hereof, give notice in writing to the other party to negotiate a revision thereof.

Notwithstanding the above, with the consent of the parties, negotiations for a new agreement may commence six months prior to the expiration of the current contract.

24.2 Previous Agreements

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

24.3 Previous Provisions

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

24.4 Conflicting Laws

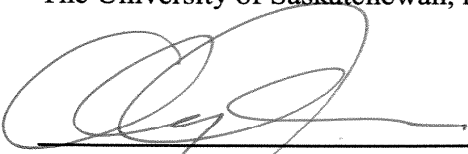
If any provision of this Agreement or of any collective agreement made in pursuance thereof is found to be contrary to the provisions of any law, now or hereafter enacted, this Agreement will not be abrogated but it is subject to such amendments as may be necessary to bring it into conformity with the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

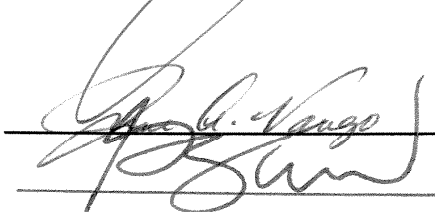
24.5 Officers of the Employer - Titles

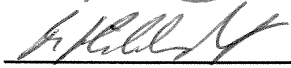
Throughout this Agreement, titles of Officers of the Employer are interchangeable as deemed appropriate.

**IN WITNESS THEREOF** the parties hereto have caused these presents to be executed this 20<sup>th</sup> day of December, 2007.

The University of Saskatchewan, represented by:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

With respect to the signatory on behalf of the University of Saskatchewan

  
\_\_\_\_\_

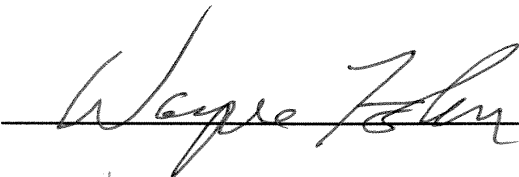
Chair, Board of Governors

  
\_\_\_\_\_

Secretary, Board of Governors

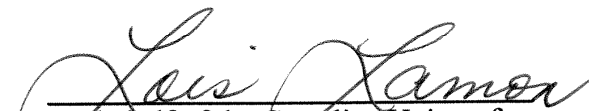
The Canadian Union of Public Employees and its Local 1975 (The University Employees' Union), represented by:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

With respect to the signatory on behalf of the Union

  
\_\_\_\_\_

On behalf of the Canadian Union of Public Employees

## MEMORANDUM OF AGREEMENT

University of Saskatchewan

### Hours of Work

The University of Saskatchewan will allow two additional days off with pay for full time permanent employees working a 40 and 38 hour work week. If the needs of the department permit, these days will be taken during the Christmas season on dates designated by the Employer. Where the Employer declares it not possible to allow certain employees the additional time off during the Christmas season, two alternate days will be given as outlined below.

This proposal will have an affect on all employee groups and the anticipated impact on these groups is as follows:

#### Clerical, Library, Duplicating and Printing Services

1. Employees on regular hours of work.
  - Fourteen additional hours, equivalent to two days must be worked in each calendar year.
  - These two days to be taken during the Christmas season on dates to be designated by the Employer.
  - The extra time worked would be determined by the needs of the department but in no instance would the total work day (regular time plus extra time) exceed 8 hours per day.
  - No overtime premium is payable for this extra time.
2. For employees on alternate work schedules.
  - **The Dean, Administrative Head or designate** in consultation with employees will develop a schedule whereby an employee either;
    - a) foregoes two earned days off for those employees on 5-5-4, and for other employees, forgoes two banked days off at other times in the calendar year,
    - or
    - b) works additional time up to eight hours per day to accrue a total of fourteen additional hours, which would be used to provide for two additional days off during the Christmas season on dates specified by the Employer. No overtime premium is payable for this extra time.
3. In either 1 or 2 the employee may request permission to take vacation or leave of absence without pay.

#### Animal and Poultry Science

Employees will be allowed two additional days off per calendar year to be arranged by mutual agreement between the Manager and the employee.

#### Horticulture, Food Services, Maintenance, Caretakers, Technical Staff and Security

Employees will be allowed two additional days off per calendar year. If the needs of the department permit, these days will be taken during the Christmas season on dates designated by the Employer.

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

#### Heating Plant

Employees will be allowed the equivalent of two additional days off (regular hours) per calendar year. These two days to be arranged by mutual agreement between the employee and the **Dean, Administrative Head or designate**.

New Employees in Clerical, Library and Printing Services

New employees who have not been given an opportunity to accrue fourteen extra hours prior to Christmas will be given the option of taking the two days off without pay or working the additional make up time early in the new year on a schedule provided by the **Dean, Administrative Head or designate**.

Part-time permanent employees may make similar arrangements as outlined above but on a pro-rated basis.

Seasonal or Term employees if not laid off over the Christmas period may, by mutual agreement with the **Dean, Administrative Head or designate**, arrange a schedule that enables them to accumulate the time necessary to take the two days off with pay. Time worked for this purpose will not constitute overtime nor shall it result in any additional premium pay. Otherwise the days off will be without pay.

It is agreed that other employee groups would also adjust their hours of work consistent with the intent of the total preceding terms and conditions on hours of work.

**MEMORANDUM OF AGREEMENT**

**Essential Service Protocol**

**Within 90 days of ratification of this collective agreement the Employer shall convene a special meeting of the Union/Management Committee pursuant to Article 5 to discuss the development of an Essential Service Protocol.**

**MEMORANDUM OF UNDERSTANDING**

**Utilization of Earned Days Off, U of S**

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

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

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

**MEMORANDUM OF AGREEMENT**

**Memorandum of Agreement**

**The parties hereby agree that a full review of all Memoranda of Agreement will be completed no later than 90 days following the signing of the Collective Agreement.**

**MEMORANDUM OF AGREEMENT**

**Scope**

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

**MEMORANDUM OF AGREEMENT**

**University of Saskatchewan  
University of Regina  
(Hereafter "the Employer")**

**and**

**The Canadian Union of Public Employees Local 1975  
The Canadian Union of Public Employees Local 1975 – 01  
(Hereafter "the Union")**

The parties to this agreement hereby agree that the following issues will be submitted forthwith to interest arbitration:

- **Article 11.3**
- **Employee benefits plans**

It is agreed that the arbitration process will:

- **Be comprised of neutral chair agreed by the parties to be Andrew Sims, QC.**
- **Place no particular restrictions on each party's submissions regarding the submitted issues.**
- **Be final, binding and enforceable upon the parties.**
- **Be cost shared in respect of the chair and expenses of the hearing and conducted in a neutral location in Saskatoon or Regina.**
- **Be convened as soon as possible.**

This Memorandum of Agreement forms part of the collective agreement being negotiated by the parties with the assistance of Conciliator Doug Forseth. It becomes effective upon ratification of that agreement.

**MEMORANDUM OF AGREEMENT**

**University of Regina Language Only**

**Employee Assistance Program**

**MEMORANDUM OF AGREEMENT**  
**University of Saskatchewan**

**Employee Assistance Program**

**The University of Saskatchewan and the Union, CUPE Local 1975, agree to participate in the campus-wide Employee Assistance Program per the terms of the Joint Stakeholder Agreement for the University of Saskatchewan Employee Assistance Program\*.**

\*The Joint Stakeholder Agreement is posted on the Human Resources website at: <http://www.usask.ca/hrd/employees/agreements.php> and on the Employee Assistance Program website at: <http://www.usask.ca/eap>

**MEMORANDUM OF AGREEMENT**  
**University of Saskatchewan**

**Salary Reimbursement for Union-Management Meetings**

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

**MEMORANDUM OF AGREEMENT**  
**University of Saskatchewan**

**Diefenbaker Centre**

The University of Saskatchewan agrees to include the Diefenbaker Centre CUPE related employees under the scope of the CUPE 1975 Certification Order.

**MEMORANDUM OF AGREEMENT**

**12 Hour Shifts**

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

**MEMORANDUM OF AGREEMENT**

**Shift Work**

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

**MEMORANDUM OF AGREEMENT**  
University of Regina Language Only

**Benefits**

**MEMORANDUM OF AGREEMENT**  
University of Regina Language Only

**Pension**

**MEMORANDUM OF AGREEMENT**  
University of Saskatchewan

**Pension**

**The parties agree that effective May 1, 2008, employee pension contributions will increase to 6.0% and said pension contributions will be matched by the Employer.**

**The parties further agree that effective May 1, 2009, employee pension contributions will increase to 6.5% and said pension contributions will be matched by the Employer.**

**MEMORANDUM OF AGREEMENT**

Transitional Process for Recurring Relief Designation

- 1.** A 'snapshot' of the employment status of all persons in the CUPE bargaining unit will be taken **within ninety (90) days of signing of this collective agreement. That date will become the new effective date.** Persons holding Full and Part Time permanent positions (inclusive of Seasonal) and posted term positions will be separated out for this purpose.
- 2.** The status of all remaining employees will be reviewed by the Employer and, where appropriate, employees will be designated as Recurring Relief (RR). This information will be reported to staff as soon as possible, but in any event, prior to the effective date.
- 3.** Employees may appeal their Recurring Relief (RR) designation, or the lack thereof, for a period of forty-five (45) calendar days following the effective date.
- 4.** The Employer will review and respond to appeals in the order they are received, as soon as possible. An employee not satisfied with the disposition of the appeal may commence a grievance against the designation within 30 days of receipt of the decision. No grievance will be accepted unless an appeal has preceded same.
- 5.** The Employer agrees to review the status of all casual appointments, by work unit, at six, twelve and eighteen month intervals after the **new effective date.** Results of these reviews will be discussed with the Union.

**MEMORANDUM OF AGREEMENT**

**ONE-TIME PAYMENTS**

**It is agreed and understood that one-time payments equal to 5.0% shall be provided to any employee whose salary is above the maximums of the ranges on January 1, 2007, January 1, 2008, and/or January 1, 2009.**

**It is also agreed and understood that if an employee achieves the top of the range with less than a 5.0% salary adjustment, the balance of the said 5.0% adjustment will be paid as a one time payment.**

**MEMORANDUM OF AGREEMENT**

**CALCULATION OF WAGE ADJUSTMENTS**

**For purposes of implementation of this Agreement, market supplements will not be considered for calculation of wage adjustments. Base salary will be considered.**

**MEMORANDUM OF AGREEMENT**

**HIGH VOLTAGE PREMIUM**

**The employer agrees to undertake a review of the duties of Electronic Technologists/Technicians. If that review demonstrates that exposure to hazard/risks is comparable to that experienced by the high voltage certified electricians, the high voltage premium will be paid to Electronic Technologists/Technicians on the same basis as certified high voltage electricians per Article 23.8.4.**

University of Saskatchewan

Policy Statement On Alcoholism Involving Employees

The Employer recognizes and has regard for the value and importance of the good health of its employees.

The Employer recognizes that alcoholism is a medically recognized illness and demands treatment.

The Employer recognizes that corrective action should result in many benefits such as, reduced absenteeism, improved productivity, and increased safety.

The following policy is based on the foregoing premise:

1. Alcoholism and problem drinking should be regarded as a preventable and treatable illness.
2. Alcoholism and problem drinking are considered to be any behaviour caused by drinking which affects or impairs an employee's attendance, conduct or work performance.
3. Treatment is considered essential and shall be encouraged through recognized agencies such as Alcoholics Anonymous and the Saskatchewan Alcoholic Rehabilitation Centres. As well the following resources are recognized as being potentially valuable:
  - a) Counselling by Human Resource Managers and members of Employee organizations
  - b) Counselling by Supervisors
  - c) Medical consultation
  - d) Counselling by Clergy
4. While it is the policy of the Employer that treatment for alcoholism and problem drinking is considered essential, it is recognized that the decision to seek diagnosis and undergo treatment is the responsibility of the employee, and such action of undergoing treatment shall not be detrimental to job security.
5. Where absence from work is necessary, the sick leave policy and procedure shall apply. If required, leave of absence without pay for any additional period may be granted, based on individual circumstances.
6. After a reasonable opportunity for treatment has been offered, the Employer shall not be bound to persist in protecting the employee who fails to co-operate, rejects treatment or for whom reasonable rehabilitative measures have failed.
7. Any employee who would normally be subject to disciplinary action because of misconduct or violation of rules or policies, shall, if the misconduct or violation appears to have been caused by alcoholism or problem drinking, have the case reviewed in the light of the general policy on alcoholism. Any disciplinary action found appropriate to the circumstances may then be undertaken.
8. The principle of confidentiality will be respected as far as reasonably possible in each case.
9. An ongoing education program will be implemented.

**APPENDIX 1**  
**University of Saskatchewan and University of Regina**  
**CUPE 1975 Wage Ranges**  
 Effective January 1, 2007

**Proposed 6% Increased Midpoints from the Current Wage Range**

	<b>Minimum Hourly</b>	<b>Midpoint</b>	<b>Maximum Hourly</b>	<b>Minimum Monthly (35 hrs/week)</b>	<b>Maximum Monthly (35 hrs/week)</b>	<b>Minimum Monthly (38 hrs/week)</b>	<b>Maximum Monthly (38 hrs/week)</b>	<b>Regular Increment*</b>
<b>Phase 1</b>	11.93	13.12	14.32	1,809.38	2,171.87	1,964.47	2,358.03	2%
<b>Phase 2</b>	14.58	16.04	17.50	2,211.30	2,654.17	2,400.84	2,881.67	2%
<b>Phase 3</b>	16.52	18.17	19.82	2,505.53	3,006.03	2,720.29	3,263.69	2%
<b>Phase 4</b>	17.80	20.91	24.03	2,699.67	3,644.55	2,931.07	3,956.94	2%
<b>Phase 5</b>	21.99	25.84	29.69	3,335.15	4,502.98	3,621.02	4,888.95	2%
<b>Phase 6</b>	25.94	30.48	35.02	3,934.23	5,311.37	4,271.45	5,766.63	2%

\* Refer to Article 11.3

2.5% annual increment for employees below the equity point of 2006 phases for those hired before March 1, 2006. Active employees as of 01/01/06 will be at or above their March 1, 2006 equity point by 01/01/09

**APPENDIX 1**  
**University of Saskatchewan and University of Regina**  
**CUPE 1975 Wage Ranges**  
 Effective January 1, 2008

**Proposed 4% Increased Midpoints from 2007**

	<b>Minimum Hourly</b>	<b>Midpoint</b>	<b>Maximum Hourly</b>	<b>Minimum Monthly (35 hrs/week)</b>	<b>Maximum Monthly (35 hrs/week)</b>	<b>Minimum Monthly (38 hrs/week)</b>	<b>Maximum Monthly (38 hrs/week)</b>	<b>Regular Increment*</b>
<b>Phase 1</b>	12.40	13.64	14.88	1,880.67	2,256.80	2,041.87	2,450.24	2%
<b>Phase 2</b>	15.16	16.68	18.19	2,299.27	2,758.82	2,496.35	2,995.29	2%
<b>Phase 3</b>	17.18	18.90	20.62	2,605.63	3,127.37	2,828.97	3,395.43	2%
<b>Phase 4</b>	18.51	21.75	24.99	2,807.35	3,790.15	3,047.98	4,115.02	2%
<b>Phase 5</b>	22.87	26.87	30.87	3,468.62	4,681.95	3,765.93	5,083.26	2%
<b>Phase 6</b>	26.98	31.70	36.42	4,091.97	5,523.70	4,442.71	5,997.16	2%

\* Refer to Article 11.3

2.5% annual increment for employees below the equity point of 2006 phases for those hired before March 1, 2006. Active employees as of 01/01/06 will be at or above their March 1, 2006 equity point by 01/01/09

**APPENDIX 1**  
**University of Saskatchewan and University of Regina**  
**CUPE 1975 Wage Ranges**  
 Effective January 1, 2009

**Proposed 4% Increased Midpoints from 2008**

	<b>Minimum Hourly</b>	<b>Midpoint</b>	<b>Maximum Hourly</b>	<b>Minimum Monthly (35 hrs/week)</b>	<b>Maximum Monthly (35 hrs/week)</b>	<b>Minimum Monthly (38 hrs/week)</b>	<b>Maximum Monthly (38 hrs/week)</b>	<b>Regular Increment*</b>
<b>Phase 1</b>	12.90	14.19	15.48	1,956.50	2,347.80	2,124.20	2,549.04	2%
<b>Phase 2</b>	15.77	17.35	18.92	2,391.78	2,869.53	2,596.79	3,115.49	2%
<b>Phase 3</b>	17.87	19.66	21.44	2,710.28	3,251.73	2,942.59	3,530.45	2%
<b>Phase 4</b>	19.25	22.62	25.99	2,919.58	3,941.82	3,169.83	4,279.69	2%
<b>Phase 5</b>	23.78	27.94	32.10	3,606.63	4,868.50	3,915.77	5,285.80	2%
<b>Phase 6</b>	28.06	32.97	37.88	4,255.77	5,745.13	4,620.55	6,237.57	2%

\* Refer to Article 11.3  
 2.5% annual increment for employees below the equity point of 2006 phases for those hired before March 1, 2006. Active employees as of 01/01/06 will be at or above their March 1, 2006 equity point by 01/01/09

**APPENDIX 2**  
 University of Saskatchewan  
**Position Placement Table\***  
 For Incumbents as of January 1, 2008

	<i>Applied Scientific Services</i>	<i>Trade Services</i>	<i>Facility Services</i>	<i>Operational Services</i>	<i>Ancillary Services</i>	<i>Security Services</i>
<p><b>Phase 1</b></p> <p><b>Hourly Wage Range:</b> \$12.40 - \$14.88</p> <p><b>Monthly Wage Range (35 hrs/wk)</b> \$1880.67 - \$2256.80</p> <p><b>Monthly Wage Range (38 hrs/wk)</b> \$2041.87 - \$2450.24</p> <p><b>Equity Point:</b> \$13.16</p>	Animal Attendant Technical Assistant		Caretaker Grounds Worker Labourer Parking Lot, Building & Other Attendant Swimming Pool Attendant Truck Driver	Bindery Worker Library Assistant Clerical Assistant Cultural Attendant Postal Clerk	Cafeteria Worker Cook Food Services Porter Truck Driver	
<p><b>Phase 2</b></p> <p><b>Hourly Wage Range:</b> \$15.16 - \$18.19</p> <p><b>Monthly Wage Range (35 hrs/wk)</b> \$2299.27 - \$2758.82</p> <p><b>Monthly Wage Range (38 hrs/wk)</b> \$2496.35 - \$2995.29</p> <p><b>Equity Point:</b> \$15.17</p>	Animal Attendant Technician Technical Assistant		Caretaker Field Labourer Labourer Grounds Worker Stockperson Truck Driver Utility Labourer	Bindery Worker Clerical Assistant Copy Centre Operator Library Assistant Postal Clerk Storekeeper	Cashier (Food Services) Cook Cafeteria Worker	

**APPENDIX 2**  
 University of Saskatchewan  
**Position Placement Table\***  
 For Incumbents as of January 1, 2008

	<i>Applied Scientific Services</i>	<i>Trade Services</i>	<i>Facility Services</i>	<i>Operational Services</i>	<i>Ancillary Services</i>	<i>Security Services</i>
<p><b>Phase 3</b></p> <p><b>Hourly Wage Range:</b> \$17.18 - \$20.62</p> <p><b>Monthly Wage Range (35 hrs/wk)</b> \$2605.63- \$3127.37</p> <p><b>Monthly Wage Range (38 hrs/wk)</b> \$2828.97 - \$3395.43</p> <p><b>Equity Point:</b> \$17.17</p>	Animal Technician Technician	Painter	Ag Equip Service Person Caretaker Facilities Attendant Feedmill Operator Asst Field Labourer General Maintenance Wkr Grounds Maintenance Wkr Grounds Worker Mechanical Maintenance Worker Stockperson Utility Labourer Utility Vehicle Operator	Clerical Assistant Copy Centre Operator Duplicating Equipment Operator Library Assistant Photoprinter	Buffeteria Supervisor Senior Cashier (Food Services)	
<p><b>Phase 4</b></p> <p><b>Hourly Wage Range:</b> \$18.51 - \$24.99</p> <p><b>Monthly Wage Range (35 hrs/wk)</b> \$2807.35 - \$3790.15</p> <p><b>Monthly Wage Range (38 hrs/wk)</b> \$3047.98 - \$4115.02</p> <p><b>Equity Point:</b> \$19.18</p>	Animal Technician Dental Assistant Dental Technician Draftsperson Graphic Designer Medical Lab Tech Nurse Technician	Auto Mechanic Boiler Operator, 3 <sup>rd</sup> Class Boiler Operator 4 <sup>th</sup> Class Locksmith Masonry Maintenance Worker	Feedmill Operator Herdsperson Labour Asst Supervisor	Clerical Assistant Computer Operator Library Assistant Storekeeper		Community Peace Officer

**APPENDIX 2**  
 University of Saskatchewan  
**Position Placement Table\***  
 For Incumbents as of January 1, 2008

	<i>Applied Scientific Services</i>	<i>Trade Services</i>	<i>Facility Services</i>	<i>Operational Services</i>	<i>Ancillary Services</i>	<i>Security Services</i>
<p><b>Phase 5</b></p> <p><b>Hourly Wage Range:</b> \$22.87 - \$30.87</p> <p><b>Monthly Wage Range (35 hrs/wk)</b> \$3468.62 - \$4681.95</p> <p><b>Monthly Wage Range (38 hrs/wk)</b> \$3765.93 - \$5083.26</p> <p><b>Equity Point:</b> \$21.19</p>	Animal Technician Dental Assistant Instrument Maker Med Lab Technologist Technician	Carpenter Electrician Locksmith Painter Plumber Service Mechanic Shift Engineer, 2 <sup>nd</sup> Class Steamfitter Tinsmith Welder	Caretaker Supervisor General Maintenance Supervisor Grounds Worker Horticulture Supervisor Labour Supervisor Utility Supervisor	Clerical Assistant Library Assistant Storekeeper		Community Peace Officer
<p><b>Phase 6</b></p> <p><b>Hourly Wage Range:</b> \$26.98 - \$36.42</p> <p><b>Monthly Wage Range (35 hrs/wk)</b> \$4091.97 - \$5523.70</p> <p><b>Monthly Wage Range (38 hrs/wk)</b> \$4442.71 - \$5997.16</p> <p><b>Equity Point:</b> \$23.19</p>	Dental Assistant Instrument Maker Senior Glassblower Technician Technician Supervisor	Carpenter Supervisor Electrician Electrical Supervisor Senior Electrical Supervisor Mechanical Supervisor Painter Supervisor Plumber Supervisor Senior Electrical Supervisor Senior Engineer, 1 <sup>st</sup> Class Steamfitter Supervisor	General Maintenance Supervisor	Clerical Assistant Library Assistant Printing Services Supervisor		Community Peace Officer

\*Updates to this table will be posted on the Human Resources website at <http://www.usask.ca/hrd/employees/agreements.php>

## **APPENDIX 2 – POSITION PLACEMENT TABLE**

### **UNIVERSITY OF REGINA LANGUAGE ONLY**

## **‘APPENDIX 3’**

### **Memorandum of Agreement**

**Between**

**The University of Saskatchewan**

**And**

**CUPE Local 1975**

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

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

1. Those casual employees of the College of Kinesiology who are not Academic Student Assistants and who are primarily University of Saskatchewan students and who are performing work of the CUPE Local 1975 bargaining unit shall be members of the said bargaining unit.
2. These employees shall be known collectively as Casual Facility and Program Assistants, hereinafter referred to as Casual FAPA.
3. All Casual FAPA will be considered to be casual employees. Casual employee shall be defined as: an employee who is appointed to work that, due to its nature, cannot be scheduled, anticipated or projected or is work of very limited duration or is term work for a specific period of time less than four months in duration.

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

4. In this MOA, the word ‘term’ shall refer to the four academic terms which comprise an academic year at the University of Saskatchewan.
5. While Casual FAPA are not Academic Student Assistants, the parties have agreed that the Academic Student Assistant rates in effect which are established by the University’s Board of Governors will apply to the Casual FAPA. Those rates of pay are attached hereto at Schedule ‘B’.
6. Casual FAPA will include the classifications listed in Schedule ‘B’ and any other classifications as may be agreed to by the parties in the future.
7. The Casual FAPA rates of pay set out in Schedule ‘B’ will remain in effect subject to any

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

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

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

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

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

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

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

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

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

## Schedule “A”

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

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

Article 1 – Scope

Article 2 – Management

Article 3 – Union Recognition

Article 4 – Union Security

Article 5 – Joint Consultation

Article 6 – Use of Employer Premises

Article 7 – No Discrimination

Article 10 – Seniority (only insofar as it refers to Casual employees)

Article 13 – Discipline

Article 14 – Grievance Procedure

Article 15 – Leave of Absence (Casual Union Leave only)

Article 16 – Holidays (only insofar as it refers to Casual Employees)

Article 18 – Sick Leave (18.10 and 18.12 only)

Article 20 – OH&S (excluding 20.7.1)

Article 21 – Respectful Workplace

Article 22 – Miscellaneous (excluding 22.4 and 22.8)

**Schedule “B”  
RATES OF PAY**

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

	<b>Start</b>	<b>1 year</b>	<b>2 yrs.</b>	<b>3 yrs.</b>	<b>4 yrs.</b>
Customer Service Assistant Equipment Room Assistant Event Assistant Fit Centre Assistant (uncertified)	<b>\$9.84</b>				
Event Supervisor Fit Centre Assistant (CFC)	<b>\$10.25</b>				
Aquatics Leadership Class Instructor	<b>\$13.27</b>				
Climbing Wall Supervisor Fit Centre Supervisor	<b>\$17.37</b>				
* Aquatics Guard * Aquatics Instructor Campus Rec. Officials Assistant Campus Rec. Program Assistant Children’s Activity Camp Assistant Children’s Activity Camp Instructor League & Tournament Assistant Onsite Assistant	<b>\$9.84</b>	<b>\$10.25</b>	<b>\$11.42</b>	<b>\$12.47</b>	<b>\$13.27</b>
Fit Centre Assistant (PFLC)	<b>\$11.42</b>	<b>\$12.47</b>	<b>\$13.27</b>	<b>\$17.37</b>	
Certified Hockey Official	<b>\$14.83</b>	<b>\$17.37</b>	<b>\$18.30</b>		

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

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