

Date: August 8, 2007
To: CUPE 1975
From: University of Saskatchewan and University of Regina
Subj: Proposed changes to Article 19 – Employee Benefits Plans

ARTICLE 19 - EMPLOYEE BENEFIT PLANS

For current language see MOA of June 14, 2006; available on U of S website.

UNIVERSITY OF SASKATCHEWAN

19.9 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.

19.10 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.~~

19.11 Benefit Plans

The employer's total expenditure on EBP's pursuant to this collective agreement shall be capped at ~~5.5%~~ **6.0%** of payroll of those employees covered by said EBP's per year.

In the event the actual premium is less than ~~5.5%~~, **6.0%** the resulting surplus will accumulate and be used to absorb future actual premium costs that may exceed the ~~5.5%~~ **6.0%**.

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%~~ **6.0%** 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 Plans
- Dental Plan
- Short Term Disability Plan

- Extended Health Care Plan

19.11.1 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 ninety (90) calendar days 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.~~

19.11.2 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.~~

~~19.11.3 — Deferred Salary Leave Plan~~

~~Move the language in Article 19.11.3 to Article 15.11 and delete the balance of this Article.~~

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

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

19.12 Term employees who work at least half time or greater are eligible to participate in the following benefit plans based on the length of appointment.

6 months less than 2 years life/dental/health

2 years or greater life/dental/health/pension/disability

3 consecutive 1 year term appointments life/dental/health/pension/disability

~~Term employees who work 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).~~

19.13 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.

19.14 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.

~~19.15 Joint Union-Management Rehabilitation Committee~~ ~~Language deleted by agreement at U of S and U of R~~

~~There shall be a Joint Union-Management Committee consisting of two management representatives, two Union representatives and a Chair to be appointed by mutual agreement between the **Employer** and the Union.~~

~~19.15.1 Committee Mandate~~

~~The parties endorse the principles and importance of early intervention and early return to work. The Committee will work in a consultative manner towards processes and procedures, which support these principles.~~

~~All actions of the Committee shall be within the terms of the Collective Agreement and current University policy. Changes or revisions to any policy related to the jurisdiction of this Committee shall be a matter of mutual agreement between the **Employer** and the Union.~~

19.15.2 Referral to Committee

Cases may be referred to the Committee where an employee has not experienced significant time loss from work but where the Committee deems the probability of time loss from work in the near future, for medical reasons supported by medical documentation, to be so significant as to warrant the Committee's involvement.

An employee who has been absent and is medically able to return to work after being on sick leave, short or long-term disability, or

~~from having been injured, and who is unable to satisfactorily carry out the requirements of the employee's last regular position, shall have the case referred to the Joint Union Management Rehabilitation Committee.~~

~~19.15.3 Placement~~

~~The Committee shall be responsible for assessing each case referred to in Article 19.15.2, including consideration of accommodation with respect to job placement in accordance with the requirements of the Labour Standards Act and the Human Rights Code. The Committee may recommend placement in another job which can be satisfactorily carried out within the **Employer**, if such a position is available. Job bidding procedures may be waived as individual circumstances warrant on recommendation of the Committee to the **Employer** and the Union.~~

~~19.15.4 Where no position can be found within the **Employer**, all reasonable efforts will be made to assist the employee to find employment in some other institution or business.~~

~~19.16 Benefits During Leave of Absence~~

~~19.16.1 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 **19.15.2** and Articles 17.1 and 18.2.~~

~~19.16.2 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.~~

~~19.16.3 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.~~

~~19.16.4 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.~~

19.17 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.