

September 11, 2007

Don Moran  
National Representative  
CUPE  
3731 E. Eastgate Drive  
Regina, SK S4Z 1A5

Lois Lamon  
National Representative  
CUPE  
250 Cardinal Crescent  
Saskatoon, SK S7L 6H8

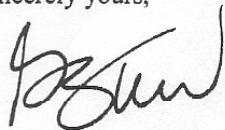
Dear Mr. Moran and Ms. Lamon:

**Re: CUPE 1975 Negotiations: Employer Best Offer**

Attached hereto, please find the response of the University of Saskatchewan and University of Regina to your counterproposal ("expedited") dated August 16, 2007. You will note that **the Employer response is a package proposal**, representing our best offer.

It is our expectation that this package will form the basis of a tentative agreement with Local 1975. If, however, that should not prove to be the case, the Employer committee wishes you to understand that our package will be withdrawn in its entirety and the Employers will revert to their last articulated positions on all issues as provided to you on August 15, 2007.

Sincerely yours,



Greg Trew  
For the U of S/U of R Bargaining Team

Date: September 11, 2007

To: CUPE 1975

From: University of Saskatchewan/  
University of Regina

**Re: Employer Best Offer**

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1. Agreed to language (see Attachment #1 - memorandum to be initialed by union).
2. FAPA (U of S) 12% increase (see Attachment #2 - schedule).
3. Premiums
  - \$120 per month rescue team where assigned.
  - \$100 per month high voltage certified electricians or those with a blaster certificate, where assigned.
  - Rename unsocial hours to shift premium and increase to \$0.90 per hour.
  - Above changes effective the first of the month following the date of signing; all other premiums/differentials status quo.
4. Pension
  - University of Saskatchewan – 6% matched contributions effective May 1, 2008.
  - University of Regina – 6.5% matched contributions effective September 1, 2007.
5. Employee Benefit Plans
  - University of Saskatchewan – all benefits (inclusive of LTD) included in funding, which increases to 6.5% capped effective 1<sup>st</sup> day of month following the date of signing (any costs above cap to be paid by covered employees); LTD benefit increases to 70% of pay (taxable).
  - University of Regina – all benefits (inclusive of LTD) included in funding, which increases to 6.5% capped effective 1<sup>st</sup> day of month following the date of signing (any costs above cap to be paid first from the Employment Insurance Rebate account and next paid by covered employees); LTD benefit 65% of pay (taxable).
6. Compensation proposal (see Attachment #3 – Salary ranges and analysis)  
**2007:**
  - Increase salary ranges by 6% at midpoint to align with the market
  - Address salary range spreads to reflect career growth and progression in Phases 3-6
  - 2.5% salary adjustment up to the maximums of the 2007 ranges
  - Maintain current 2% annual increments; retroactive adjustment to increments based upon 2007 ranges\*
  - Adjustments to bring employees to the minimum of the applicable ranges if they fall below
  - One time payments equal to 3.5% for employees above the maximums of 2007 ranges

**2008:**

- Increase salary ranges by 4% at midpoint to align with market
- 2.5% salary adjustments up to the maximum of the 2008 ranges
- Maintain 2% annual increments to the maximum of the 2008 ranges\*
- One time payments equal to 3.5% for employees above the maximums of 2008 ranges

**2009:**

- Increase salary ranges by 4% at midpoint to align with market
- 2.5% salary adjustments up to the maximums of the 2009 ranges
- Maintain 2% annual increments to the maximum of the 2009 ranges\*
- One time payments equal to 3.5% for employees above the maximums of 2009 ranges

\* 2.5% annual increment for employees below the equity point of 2006 phases for those hired before March 1, 2006, per our commitment in the previous round of bargaining.

7. Article 8 – Vacancies and Promotions
  - 8.1 Positions in phase 1, 2 and 6 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.
  - 8.8 Agreed to move 8.8 to Article 9.3 and change title.
8. Article 11.2.3 Adjustments through Promotion, ~~Transfer~~ or Review

~~If an employee transfers into a different position in the same phase of any job family, their wage rate remains unchanged.~~ If an employee applies for and obtains a position in a lower phase of any job family, the employee will be appointed to the wage rates for the family and phase. If an employee is promoted or reclassified into a higher phase or their position review results in a placement into a higher phase, their base wage shall be within the new wage range. If any employee's current wage is below the minimum of the new phase, their wage will be adjusted to the minimum of the new phase. If the employee's current wage is within the new wage range, there *may be an* adjustment\*. If the employee's current wage is above the new wage range, the wage will be red-circled. Employees will be informed of any change by Human Resources.

**\* Note: U of S already has agreement on the “may”; U of R proposes same language.**
9. Article 18 – Sick Leave – As proposed by Employer August 8, 2007.
10. Article 19 – Employee Benefits Plans - As proposed by Employer August 8, 2007 except as follows:
  - Employer funding cap increase to 6.5%
  - LTD Employer paid (within funding cap)
  - (Old)19.7 – University of Regina – Benefits During Leave of Absence – Article TBD (see Attachment #4 - language)
  - (Old) 19.16 – University of Saskatchewan – Benefits During Leave of Absence – new Article TBD (see Attachment #4 - language)

11. Designated Days at Christmas
  - University of Saskatchewan – Employer designates 3 days off with pay (typically designated during Christmas subject to operational needs ie consumer services) for all staff (pro-rated for part-time employees), contingent upon union withdrawing grievance re: Heritage Day and the language deleted in the collective agreement.
  - University of Regina – Employer designates 1 day off with pay during Christmas break for all staff (pro-rated for part-time employees), contingent upon union withdrawing grievance re: Heritage Day and the language deleted in the collective agreement. Balance of Christmas Break language (General Provisions #4) – status quo.
12. Article 17 – Vacation – per Employer proposal August 8, 2007.
13. Essential Service Protocol – (see attachments #5 and #6 – MOAs)
14. Article 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 **ninety (90) calendar days one year.**

University of Regina

Absence on account of illness will be deducted from sick leave accumulation based on actual time absent and calculated as a portion of the regular daily work hours for each employee. Usage of paid sick leave on each occasion of disability is limited to a period of **ninety (90) calendar days one year.**
15. Article 18.9 Status quo on current agreement language.  
Workers Compensation Board (WCB) is reviewing the basis of how they calculate compensation payments. Employers propose a Memorandum of Understanding which provides that if the WCB Act changes during the life of the agreement the parties will meet and negotiate appropriate changes to this Article.
16. Article 21 – Harassment and Discrimination – (see Attachment #7 - language)
17. Article 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.**
18. Article 23.1.1 (U of S) – Alternative Hours of Work  
Effective January 1, 2008 eliminate EDO's for employees in Consumer-Driven services:
  - Food Services
  - Bookstore
  - Campus Computer Store

- Dental Clinic
- West Wind Health Centre
- Vet College (VTH)

(Per Employer – August 15, 2007 proposal)

19. MOU – University of Saskatchewan – Union Management Meetings. As per Employer proposal August 8, 2007.
20. Article 1.4.3 (Chart) revise chart to reflect status quo language; union to withdraw grievance regarding the chart.
21. Retroactivity as of January 1, 2007 for all active employees and retirees at the date of signing.

E&OE

Attachment #1

<p style="text-align: center;"><b>AGREED LANGUAGE DOCUMENT</b>  <b>As of August 9, 2007</b>  <b>Prepared by U of S/U of R</b>  <b>Presented to CUPE 1975</b>  <b>September 11, 2007</b></p>			
Article	Date	Language	Comments
1.1	May 31/07	Agree to review scope/certification orders.	
1.4.2(b) and MOA	Aug. 9/07	MEMORANDUM OF AGREEMENT Transitional Process for Recurring Relief Designation	
		<del>1. An effective date for Recurring Relief positions (RR) will be determined within ninety (90) days of signing of this collective agreement.</del>	
		<b>1. 2.</b> A 'snapshot' of the employment status of all persons in the CUPE bargaining unit will be taken <b>within ninety (90) days of signing of this collective agreement. That date will become the new effective date.</b> Persons holding Full and Part Time permanent positions (inclusive of Seasonal) and posted term positions will be separated out for this purpose.	
		<del>2. 3.</del> 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.	
		<del>3.4.</del> 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.	
		<del>4.5.</del> 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.	
		<del>5.6.</del> In an effort to expedite the transition process referenced herein, 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. <del>recurring relief employment type is implemented.</del> Results of these reviews will be discussed with the Union	
		E & OE	
1.4.2 (c)	July 17/07	1.4.2 (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 <del>55</del> 65 hours in a department in two consecutive months, and continues to do so, the employer will <b>change</b> that <del>review that</del> employee's status <del>in to determine</del> compliance with the definitions in this article.	
3.2	Aug. 9/07	Status quo language per existing agreement.	
4.8	Aug. 9/07	Status quo language per existing agreement.	

6.3	Aug. 9/07	The Employer shall provide union bulletin boards as follows:	
		U of S	U of R
		Administration Building	Library
		Marquis Hall	College Avenue Campus
		Arts Building	Education
		Maintenance Building	College West
		Kinesiology Building	Classroom
		Williams Building	Language Building
		Health Sciences Building	
		Science Complex	
		Veterinary Medicine	
		Engineering Building	
		Education Building	
		The union shall have the right to post notices of meetings and such other notices as may be of interest to its members. The union will not otherwise post any notices on the Employer's premises without prior written permission from the Dean/Administrative Head or Designate.	
8.8	Aug. 9/07	Move to new Article 9.3.	
9	Aug. 9/07	Change title to "Probationary <b>and Assessment</b> Period".	
9.1.3	July 17/07	Term employees who successfully bid into the same position on a permanent basis must complete the balance of their probationary period.	
9.1.4	July 17/07	When employees are reappointed to the same position after a break in service of 60 days or less, the Employer may agree to waive some or all of the probationary period.	
9.3	Aug. 9/07	Delete and move language from Article 8.8 to this article and change references from 'provisional' to 'assessment'.	
9.4	Aug. 9/07	Re-number current Article 9.3 to 9.4 Employee Medical Examinations.	

11.2.4	Aug. 9/07	Appeal of Position Review Decisions	
		<p>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 <b>and paid for</b> third party expert <b>whose decision shall be final and binding</b>. 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.</p>	
		<p>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.</p>	
12.1.2.1	Aug. 9/07	<p>Assisted Early Retirement (U of R)</p> <p>Delete "normal" revise to read, "...or until the member becomes eligible to receive unreduced OAS/CPP payments." Revise to read, "In addition, the Employer will maintain the basic group life insurance of \$25,000 and the dental plan for the employee <b>during this</b> period."</p>	<p>? As Union's language on Aug. 16/07 is not the same as the Employer's proposal.</p>

15.4.3	Aug. 9/07	University of Regina Employee Development	
		Fourth paragraph is revised as follows:	
		A permanent employee who has completed one year of service shall be entitled to have the tuition fee waived for three credit courses (maximum of three credit hours per course) per academic year at the University <b>or, with prior approval, the equivalent dollar amount for tuition for University of Regina non-credit classes that are related to a natural career progression.</b> The maximum number of courses that an employee may be enrolled in per academic term (semester) is two. If the employee is unsuccessful in completing the course(s) or leaves the employ of the University during the term of the semester, the Employer will deduct the amount of tuition from any monies owed the employee. (Under certain circumstances the employee may make submission to the <b>Dean / Administrative Head or Designate</b> for consideration of full or partial refund for technical school classes or other appropriate upgrading classes). <b>Permanent part-time employees will be eligible for this benefit on a pro-rata basis.</b>	
15.4.6.6	Aug. 9/07	Supplementary Employment Benefits (SEB)	
		Provided they are in receipt <del>Human Resources Development Canada</del> <b>of federal</b> Employment Insurance benefits (EI), apprentices on education leave to attend necessary training <b>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.</b>	
		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.	
15.10	July 17/07	Move language from Article 20.8 to Article 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. to 12.1.14, inclusive.	

15.11	Aug. 9/07	Deferred Salary Leave Plan	
		<p><del>Permanent</del> Employees who have a minimum of one year continuous service in the bargaining unit, and are not currently serving an <del>provisional assessment</del> period, may apply to Human Resources for approval of a Deferred Salary Leave.</p> <p><del>The plan is administered in accordance with the terms of the plan, and benefits are in accordance with the terms of the plan.</del></p>	? As union language in agreed language is not the same as in the employers' proposal of Aug. 8/07.
17.4	Aug. 9/07	Status quo language per existing agreement.	
18.13	Aug. 9/07	Mandatory Retirement: deletion of Article 18.13 (Sick Leave Beyond Retirement Age) effective Nov. 17/07.	
19.6	July 17/07	(U of R) Joint Union-Management Rehabilitation Committee: Delete entirety of Article 19.6.	
19.15	July 17/07	(U of S) Joint Union-Management Rehabilitation Committee: Delete entirety of Article 19.15.	
20	July 17/07	Change all references to Occupational Health and Safety Department to: U of S - Department of Health Safety and Environment; U of R - Health and Safety.	
20.8	July 17/07	Move to Article 15.10.	
22.7.2	Aug. 9/07	Status quo language per existing agreement.	
24.1	Aug. 9/07	Term of agreement: 3 years.	
MOA	Aug. 9/07	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 <del>\$13,000</del> <b>\$20,000 annually</b> , to Departments, <b>as designated by the union, for employees who</b> 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.	
MOA	May 31/07	Agree to review of MOAs.	

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

**Rates of Pay with 12% increase – Effective September 1, 2007**

	<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)	\$9.84				
Event Supervisor Fit Centre Assistant (CFC)	\$10.25				
Aquatics Leadership Class Instructor	\$13.27				
Climbing Wall Supervisor Fit Centre Supervisor	\$17.37				
* Aquatic Guard * Aquatic Instructor Campus Rec. Officials Assistant Campus Rec. Program Assistant Children's Activity Camp Assistant Children's Activity Camp Instructor League and Tournament Assistant Onsite Assistant	\$9.84	\$10.25	\$11.42	\$12.47	\$13.27
Fit Centre Assistant (PFLC)	\$11.42	\$12.47	\$13.27	\$17.37	
Certified Hockey Official	\$14.83	\$17.37	\$18.30		

**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**

	Minimum Hourly	Midpoint	Maximum Hourly	Minimum Monthly (35 hrs/week)	Maximum Monthly (35 hrs/week)	Minimum Monthly (38 hrs/week)	Maximum Monthly (38 hrs/week)	Regular Increment*
<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

**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

**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

# University of Saskatchewan

## CUPE 1975 - Average Salaries 2007 to 2009

### 2007 Current

Phase	Average Salary
P1	27,796
P2	30,648
P3	36,309
P4	39,388
P5	45,220
P6	54,268

### 2007 Proposed

Phase	Average Salary
P1	27,987
P2	31,465
P3	36,878
P4	40,355
P5	47,359
P6	55,684

### 2008 Proposed

Phase	Average Salary
P1	28,632
P2	32,857
P3	38,043
P4	42,088
P5	49,514
P6	58,218

### 2009 Proposed

Phase	Average Salary
P1	29,174
P2	33,675
P3	38,607
P4	43,137
P5	49,927
P6	59,673

\*Adjustment Order: Market adjustment / Annual increments / Lump sum to red-circled

University of Regina  
CUPE 1975 - Average Salaries 2007 to 2009  
September 11, 2007

**2007 Current**

<b>Phase</b>	<b>Average Salary</b>
P1	29,664
P2	29,729
P3	34,273
P4	35,479
P5	45,645
P6	51,225

**2007 Proposed**

<b>Phase</b>	<b>Average Salary</b>
P1	29,857
P2	30,554
P3	35,269
P4	36,328
P5	46,908
P6	52,506

**2008 Proposed**

<b>Phase</b>	<b>Average Salary</b>
P1	30,054
P2	31,874
P3	36,775
P4	38,012
P5	49,042
P6	54,904

**2009 Proposed**

<b>Phase</b>	<b>Average Salary</b>
P1	30,573
P2	33,308
P3	38,329
P4	39,738
P5	51,268
P6	57,404

**University of Saskatchewan**

**CUPE 1975 - Employees Above the Range (Red-Circled) 2007 to 2009**

<b>Phase</b>	<b>Total # of Ee</b>	<b>2007 Current # of Red circled</b>	<b>2007 Proposed # of Red circled</b>	<b>2008 Proposed # of Red circled</b>	<b>2009 Proposed # of Red circled</b>
P1	252	201	169	159	10
P2	224	80	5	3	0
P3	137	23	20	20	20
P4	587	13	4	1	1
P5	245	38	0	0	0
P6	134	0	0	0	0
<b>Total</b>	<b>1579</b>	<b>355</b>	<b>198</b>	<b>183</b>	<b>31</b>

\*Adjustment Order: Market adjustment / Annual increments / Lump sum to red-circled

**Phase 1 Red-Circled Positions**

<b>2007</b>		<b>2008</b>		<b>2009</b>	
AN1	Food Services Porter	AP1	Animal Attendant	AP1	Animal Attendant
AP1	Animal Attendant		Technical Assistant	FS1	Truck Driver
	Technical Assistant	FS1	CareTaker		Parking,Bldg,Other Attendant
FS1	CareTaker		Truck Driver		Swimming Pool Attendant
	Truck Driver		Grounds Worker		
	Grounds Worker		Parking,Bldg,Other Attendant		
	Parking,Bldg,Other Attendant		Labourer		
	Labourer	OS1	Swimming Pool Attendant		
	Swimming Pool Attendant		Clerical Assistant		
OS1	Clerical Assistant		Bindery Worker		
	Postal Clerk				
	Bindery Worker				

**Phase 2 Red-Circled Positions**

<b>2007</b>		<b>2008</b>		<b>2009</b>	
FS2	Grounds Maintenance Worker (1)	OS2	Clerical Assistant (2)		
OS2	Clerical Assistant (3)		Storekeeper (1)		
	Storekeeper (1)				

**Phase 3 Red-Circled Positions**

<b>2007</b>		<b>2008</b>		<b>2009</b>	
FS3	General Maintenance Worker (19)	FS3	General Maintenance Worker (19)	FS3	General Maintenance Worker (19)
TS3	Mechanical Maintce Worker (1)	TS3	Mechanical Maintce Worker (1)	TS3	Mechanical Maintce Worker (1)

**Phase 4 Red-Circled Positions**

<b>2007</b>		<b>2008</b>		<b>2009</b>	
AP4	Dental Technician (1)	AP4	Dental Technician (1)	AP4	Dental Technician (1)
TS4	Locksmith (3)				

**University of Regina**

**CUPE 1975 - Employees Above the Range (Red-Circled) 2007 to 2009**

<b>Phase</b>	<b>Total # of Ee</b>	<b>2007 Current # of Red circled</b>	<b>2007 Proposed # of Red circled</b>	<b>2008 Proposed # of Red circled</b>	<b>2009 Proposed # of Red circled</b>
P1	64	54	54	54	0
P2	43	3	3	1	0
P3	42	7	2	2	2
P4	200	2	2	0	0
P5	106	0	0	0	0
P6	16	0	0	0	0
<b>Total</b>	<b>471</b>	<b>66</b>	<b>61</b>	<b>57</b>	<b>2</b>

**Phase 1 Red-Circled Positions**

<b>2007</b>	<b>2008</b>	<b>2009</b>
FS1 Caretaker OS1 Storekeeper (1)	FS1 Caretaker OS1 Storekeeper(1)	

**Phase 2 Red-Circled Positions**

<b>2007</b>	<b>2008</b>	<b>2009</b>
OS2 Postal Clerk (Truck Driver) (1) Clerical Assistant (2)	OS2 Postal Clerk (Truck Driver) (1)	

**Phase 3 Red-Circled Positions**

<b>2007</b>	<b>2008</b>	<b>2009</b>
FS3 Utility Maintenance Person (4) TS3 Painter (2) OS3 Dupl Eq Op (1)	TS3 Painter (2)	TS3 Painter (2)

**Phase 4 Red-Circled Positions**

<b>2007</b>	<b>2008</b>	<b>2009</b>
TS4 Locksmith (2)		

## Attachment #4

### 19.7 Benefits During Leave of Absence

19.7.1 An employee who is on the Short Term Disability Plan or the Long Term Disability Plan will be considered to be on leave of absence for application of this clause.

#### 19.7.2 Sick Leave, **and** 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.

#### 19.7.3 Pension Plan

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

If the leave is for thirty days or longer, 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, no contributions will be made to the pension plan, but service credits will be deemed to accumulate in the normal manner.

An employee who is receiving the fifteen weeks of Supplementary Employment Insurance Benefits (Article 15.8.3) shall not make contributions to the Pension Plan, and the **Employer** will also not make contributions. However, service credits will be deemed to accumulate in the pension plan in the normal manner.

#### 19.7.4 Group Insurance, Dental Plan, Long Term Disability, 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 Benefit (Article 15.8.3) will also be covered and normal

employer/employee deductions apply.

For leaves in excess of thirty-one calendar days, or on the completion of the fifteen weeks of Supplementary Employment Insurance Benefit (Article 15.8.3) an employee may elect to continue plan coverages providing they make prior arrangements to pay the premiums required for continuance of the plans. (If the employee elects to drop coverage, the employee will be subject to the waiting period upon return).

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

#### 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, **and** 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.

Attachment #5

MEMORANDUM OF AGREEMENT  
BETWEEN:  
THE UNIVERSITY OF SASKATCHEWAN  
AND  
CUPE LOCAL 1975

RE: ESSENTIAL SERVICES PROTOCOL NEGOTIATIONS

The Parties agree to commence negotiations of an Essential Services Agreement (ESA) no later than ninety (90) days after ratification of this collective agreement. These negotiations shall conclude as soon as possible but in any event no later than June 1, 2009.

Should no agreement be reached by this date, the parties shall forthwith refer the matter to a mutually agreed third party who will hear representations from the Employer and union and thereafter will determine the ESA. Should the parties fail to reach agreement on the third party, the Provincial Minister of Labour shall appoint same.

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For the University of Saskatchewan

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For CUPE Local 1975

Attachment #6

MEMORANDUM OF AGREEMENT

BETWEEN:

THE UNIVERSITY OF REGINA

AND

CUPE LOCAL 1975

RE: ESSENTIAL SERVICES PROTOCOL NEGOTIATIONS

The Parties agree to commence negotiations of an Essential Services Agreement (ESA) no later than ninety (90) days after ratification of this collective agreement. These negotiations shall conclude as soon as possible but in any event no later than June 1, 2009.

Should no agreement be reached by this date, the parties shall forthwith refer the matter to a mutually agreed third party who will hear representations from the Employer and union and thereafter will determine the ESA. Should the parties fail to reach agreement on the third party, the Provincial Minister of Labour shall appoint same.

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For the University of Regina

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For CUPE Local 1975

Attachment #7

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 Section 3 (1) of the Occupational Health and Safety Act, 1993 (as amended October 1, 2007).**
- 21.2 ~~Harassment is defined as Sexual harassment is defined as behaviour related to sexuality that can be verbal, physical, deliberate, unsolicited or unwelcomed, and comprised of one or more incidents. For a practice to be considered sexual harassment it must be reasonably perceived as a term or condition of employment or to influence decisions on such matters or interfere with job performance.~~
- 21.3 ~~Personal harassment is conduct which subjects an individual to unwanted display, comment, communication or behaviour that would reasonably be found to create a hostile, intimidating or humiliating environment for working or constitute a threat to the health and safety of the individual. It may also include a clear pattern of mistreatment severe enough to create a hostile, intimidating or humiliating environment or the abuse of an unequal institutional power relationship. Harassment does not include the academic discussion or study of harassment or discrimination the reasonable assessment of the work of an employee.~~
- 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.