

University of Saskatchewan
ASPA Bargaining
Employer's Offer to Settle
Monday, April 16, 2007

The following represents a full and complete package offer in an effort to reach a tentative agreement. This offer includes:

- items signed off and agreed to in principle, and
- the Employer's position on all outstanding matters which includes compensation adjustments, benefits re-alignment, lay-off and maternity/parental leave.

PRINCIPLES

This offer has been developed considering the University's core principles of fiscal responsibility, market based salary increases using national comparators, and competitiveness in all aspects of total compensation (benefits, leaves, etc.).

TERM OF THE AGREEMENTS

The Employer believes that it is important to achieve long-term labour stability, set salary ranges to facilitate recruitment and retention, and support multi-year planning initiatives by determining the cost of salaries and benefits into the multi year period.

The Employer has packaged this offer as two three-year agreements covering May 1, 2005 to April 30, 2008 and May 1, 2008 to April 30, 2011.

Introduction

ASPA members have and continue to be a strategically important and valued employee group. Their work as leaders and professionals is critical to the University's on-going success.

Knowing this, the Employer has over the last two collective agreements, invested significantly in enhancing and reformatting the compensation system for ASPA employees. On average salaries have increased by 26% from 2000 to 2005.

The broad banding of the ASPA pay structure in 2004 was designed to compress a large number of salary grades into fewer, wider "bands". The new pay structure has provided departments with greater flexibility in designing jobs and recognizing changes in job duties and responsibilities. ASPA members continue to be offered improved career development opportunities through expanded responsibilities, training and learning. There is a high level of transparency and understanding around pay administration that previously did not exist. Salary ranges have opened up and nearly 35% of employee's whose salaries were frozen at the top of ranges under the old model now have room to receive wage increases as they grow their jobs or demonstrate outstanding performance.

While we will face recruitment and retention challenges with some ASPA positions, we are in the fortunate position of having already addressed the majority of the compensation reform issues with ASPA through our significant investment in the last 5-6 years. This proposal is being made with the intention of addressing the remaining outstanding matters, primarily

enhancements to merit based rewards and alignment with market. The transparency and flexibility of our model will continue to be important into the future.

Given the significant recruitment and retention challenges we are facing for faculty positions, now and well into the future, priorities have been re-evaluated. As has been indicated repeatedly in this round of bargaining, the Employer has developed a unique compensation focus for each employee group based on our recruitment and retention challenges. The Employer has introduced a lead pay strategy for faculty and has expended significant resources to re-align the compensation model for that group. Historically annual increases (including merit) for faculty have lagged those for ASPA members.

The following principles have been approved to guide our compensation strategy:

- Compensation strategy aligned with the strategic directions
- Supports a strategy to recruit, retain, and build capacity of staff to support the strategic directions
- An affordable and sustainable model - cost neutral in the multi-year planning period - phased in over the long term
- Fair and equitable access to funding (centralized)
- Move to decentralized decisions based on the compensation strategy and guidelines
- Movement within the compensation models based primarily on performance
- Ensure a total compensation approach (benefits etc)

Our Proposal

The Employer is proposing a compensation system that reflects the value of job duties and responsibilities, offers competitive and equitable pay, and provides opportunities for pay growth based on available resources and performance contributions. Our proposal focuses on three key areas:

- 1. Broad banding – maintaining a system of compensation which has achieved a high standard of transparency, equity and understanding. A system that recognizes that the individual brings skills to the job that grow the job, which adds value to the University and that should be recognized and rewarded.**

The Employer proposes that the current compensation model and the principles upon which it was built be maintained. As indicated previously, the current pay structure has provided greater flexibility in designing jobs and improved career development opportunities and there is a high level of transparency and understanding around pay administration that previously did not exist.

Service based increments do not reward job growth or meritorious performance. Treating everyone the same through this type of system discriminates against meritorious performers. The concepts of employment and pay equity are based on the principles of rewarding people based on their merits not for other reasons.

To further enhance the level of transparency and understanding we are proposing new language for Article 9.1 Position Profile, Placement and Review of Positions (See attached) which outlines in more detail the placement and review of positions within the ASPA model. Inclusion of this language is conditional on agreement from ASPA to withdraw all outstanding grievances relating to the procedures document.

It remains our position that the criteria matrix is a document outside of the Collective Agreement. The criteria matrix was never intended to form part of the Collective Agreement. It is not a term and condition of employment but a management tool to assist in the administration of placing jobs into the broad salary bands. It cannot form part of the Collective Agreement as it needs to be changed as the organization's needs change. We will continue to consult ASPA prior to any revisions to the criteria matrix. It is a well grounded management right to organize the work and set qualifications.

The Employer agrees that through the 2004 Job Evaluation (JE) negotiations we resolved job evaluation issues on a new pay structure and strategies for implementation. It is our position that the processes for maintenance were also addressed. Maintenance of the ASPA compensation system is about equitable placement of jobs on the broad salary ranges and is accomplished through placement and review processes that will continue to be in place in years to come. We consulted with the union to develop this on-going maintenance process in 2004.

As part of the JE implementation process ASPA members were awarded adds-to-base salary increases and lump-sum payments to address equity matters and compensate for the protracted time those members were subjected to a position review freeze. There was no commitment to provide further adjustments except for ensuring certain individuals were at the target point (of the 2004 salary ranges) by May of 2007. It is inconceivable that ASPA is now raising this as an issue for further negotiation and greatly affects its credibility with the Employer.

It is our position that all matters relating to JE are resolved and all references to JE must be deleted from the Collective Agreement. There is a thorough process to ensure the placement of jobs into the correct families and phases that is open and transparent. There is appropriate overlap in the salary ranges and consideration is given to maintaining internal equity when hiring new staff.

2. Market – anchoring our compensation system and adjustments to national market trends

Our salary range structure will remain competitive as we review and adjust against market trends. Our goal is to maintain the broad band salary model to support a compensation system that attracts, motivates and retains exemplary staff without exhausting the University's limited resources. Anchoring our salary ranges in line with comparable organizations on a national basis ensures that our compensation system is competitive and aligned with our strategic goals. Our market data covers comparable salaries for approximately 55% of jobs within ASPA.

In the salary offer below, the market target points (formerly target points) of the ranges are anchored at the 50th percentile of national market data and salary ranges be adjusted over the life of the Collective Agreements to ensure that this relationship is maintained. This will result in

the majority of ASPA members being paid at or above the 50th percentile market value in their job family/phase. The revised salary ranges being proposed are attached. This competitive pay policy sets a clear direction for how the University intends to pay members of ASPA now and into the future.

The combined cost of the Employer's proposal, including merit, market and regular increments, represents a cost of approximately 5% per year over six years.

The Employer proposes market adjustments to members up to the maximum of the new salary ranges as indicated in the table below. The 2006 retroactive adjustment will only be paid to members who are actively employed as a member of ASPA on the date of signing.

July 1 of each year	Market Adjustment
2006	3%
2007	3%
2008	3%
2009	3%
2010	3%

3. Merit – providing a fair and competitive program for rewarding high performance

The ASPA compensation system utilizes merit pay and career paths to provide financial incentives, varied work, and advancement opportunities for members. Merit pay along with market based salary increases and competitive total rewards programs provide the environment which is intended to improve performance and motivation. The goal of merit pay is to invest in members who are “key value creators” for the institution. As leaders and professionals, ASPA members should be recognized and rewarded in terms of the value and results they create.

We recognize that our current merit program is somewhat ineffective in clearly linking pay and performance because of low funding, lack of training and awareness, and inadequate evaluation methods and measures. As a result, the Employer is proposing the following:

- **Significant increases to merit funding phased in for 2007 and 2008.** Merit would be awarded in values of ½ or full increments. Special action and one-time merit money will be merged.

Year	Adds to Base Merit	One-time Merit
2007	From 0.35% to 0.8% of payroll for eligible members	From 0.45% to 0.8% of payroll for eligible members
2008	From 0.8% to 1.2% of payroll for eligible members	From 0.8% to 1.2% of payroll for eligible members

- **Phasing out of regular increments, beginning in 2007, for those members above the market target in their salary range.** Increments will be maintained to reward job growth for those members below the market target. Those below the market target will be eligible for regular increments and beyond, or until they reach the market target.

Year	Eligible for Regular Increments
2007	64% of members
2008	22% of members

- **To assist with the re-alignment of regular increments the Employer is proposing a one-time transition bonus of \$1,000 for all members in 2007 and \$1,000 for all members in 2008 prorated base on FTE.** The one-time payments will be paid to members that are active on July 1, 2007 and July 1, 2008 respectively.
- **If this economic proposal is accepted, the Employer commits to undertake the following changes to its management of the merit review and recommendation process:**
 - Specific training for leaders on merit processes and effective methods for evaluation and review
 - Published guidelines on the awarding/application of merit
 - Clarification of the role of leaders vs. the Salary Review Committee (SRC) in the decision making process
 - Decentralized decision making of merit awards with oversight responsibility only for the SRC to ensure fairness and consistency across colleges/units
 - Defined budget allocations for all colleges/units regardless of funding source

These changes will not be negotiated nor form part of the collective agreement.

- After more than two years of bargaining, the Employer is not in favor of deferring changes to the merit system to a committee as ASPA has suggested. **As a result, it is our position that the Memorandum of Agreement on the Joint Merit Committee be deleted.**
- **The Employer proposes changes to the language of Article 9.3 Performance Review** (see attached).

BENEFITS

Introduction

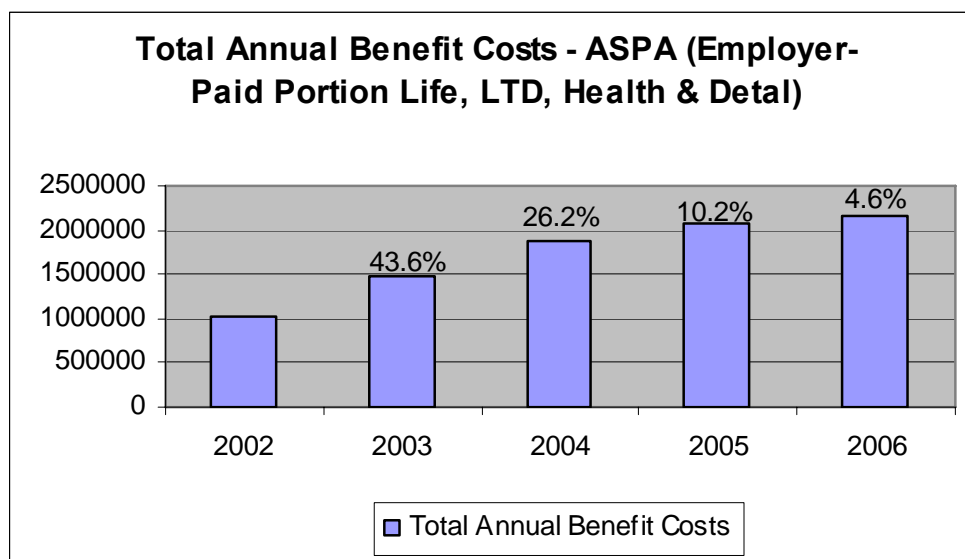
Currently, the group benefit programs for ASPA members are running a substantial funding deficit. While normal practice would be to charge the funding shortfall to individual enrolled members the Employer has deferred any charge back in an effort to reach agreement. **The Employer proposes a realigned plan that is more financially viable. In exchange for the proposed plan design changes, the Employer is prepared to cover the accrued deficit to May 1, 2007, and increase the overall financial investment by approximately \$576,091.**

Principles

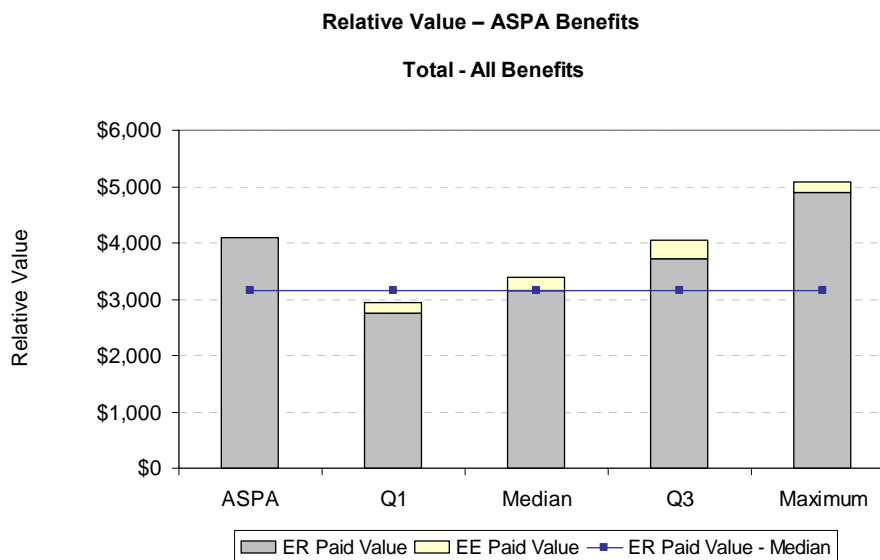
The changes to benefits programs are being proposed to support the University's long-term, strategic priorities for benefits. Those priorities are:

- **Sustainable long-term cost containment** – Benefit cost increases are monitored on a yearly basis. Cost increases have been escalating at a rate of approximately 21% per year. Through strategic investment (i.e. programs that support wellness) and disinvestment

initiatives, it is our long-term goal to control the rate of cost increases to benefits in an effort to ensure that core plans can be maintained.



- **Focus on encouraging people to be healthy and at work** – The University of Saskatchewan benefit programs need to focus more aggressively on encouraging people to be healthy and at work. The proposed changes help ensure that the right services are being covered, at the right levels, to support this focus.
- **Competitiveness** – Our target is to provide core benefits that are competitive compared to other large Canadian employers (more than 1,000 members). Regular assessment of our competitive position is a key component of our on-going evaluation.
- Our most recent review of the competitive positioning of benefits for ASPA members is indicated below. For active benefit plans, a detailed relative value study was done. This means that the benefits plan for ASPA members were valued based on the current plan design. The values provide an indication of the relative richness of the various plan components and are compared against plans for other large Canadian employers (the comparator group included 248 plans). The line in the chart below represents the median value (50% percentile). ASPA's current benefits are in the top quartile and roughly 30% above median compared with other large Canadian employers, mostly due to rich disability and dental benefits. (Source: 2005 Mercer Consulting Competitive Benefits Survey)



- **Simplified benefits administration and reduction of bureaucratic complexity** – Currently, benefits administration at the University is complex, with numerous plan designs and eligibility rules. Some of the proposed changes are being made in an effort to simplify administration of the plans. Ultimately, this will support ease of communication and enable resources to be directed at more proactive initiatives.
- **Employee satisfaction** – Employee satisfaction with benefits is an important consideration, and will be balanced in the context of the University's overall objectives. It is our goal to optimize benefit design to assist employees in the area of health and wellness.
- **Sharing benefits costs with employees** – This objective is important in order to increase employees' awareness of benefits costs and shift away from an entitlement approach to one of shared responsibility.

Plan Design:

With the above principles in mind, our proposal includes the following adjustments to benefits for ASPA members:

Group Life Insurance

- **A Basic Group Life Insurance coverage increase to two times the ASPA member's annual salary, to a maximum benefit of \$500,000.** The premium for this benefit will continue to be 100% Employer paid representing an ongoing increase in costs of **\$123,445 bringing the total Employer contributions towards Group Life Insurance coverage projected at \$180,733.**
- The added protection with this enhanced Basic Group Life Insurance more adequately provides additional family protection and financial security to surviving family members. As a result of this change, the Death Benefit Article 12.11, which provides two-times monthly salary in the event of death, would no longer be available.

Extended Health Care

- **An increase in the annual maximum for eye examinations from \$45 to \$65**, per person, every two years to assist in covering the increased cost of preventative eye health.
- **A \$2,000 Prescription Drug maximum annually, per person.** Drug costs represent the largest component of claim costs under Extended Health Care and continue to rise year after year. A capping of coverage, in combination with coordinating with the provincial drug plan, will provide needed stability and cost control while maintaining reasonable coverage. (Note: Approximately 1.4% of members and dependents claimed more than \$2,000 for drugs in 2006).

Dental Care

- **Coverage for Major Dental Services reimbursed at 50%.** Dental costs continue to rise year over year. The reduction of major dental in combination with increases to plan maximums for preventative dental work will help to realign dental coverage and control costs. This change will as ensure standard coverage across all employee groups.
- **An increase in the combined Basic and Major maximum for dependents from \$1,000 to \$1,500 per year.**
- **Orthodontic Services increased to a lifetime maximum of \$1,500, and changed to cover only dependents under the age of 19.**

Benefits Eligibility for Term Employees

In an effort to simplify and standardize plan administration we are proposing that eligibility for benefit coverage for ASPA members be revised. Eligibility would vary based on the length of term appointments and is indicated below:

<u>Length of Appointment</u>	<u>Benefits</u>
Less than 6 months	No benefits
6 months but less than 2 years	Life Insurance, Health, Dental
2 years or greater	Life Insurance, Health, Dental, Disability, Pension
3 consecutive 1 year appointments	Life Insurance, Health, Dental, Disability, Pension

Coverage will be grandfathered for ASPA members currently enrolled in disability and pension benefits with a term appointment of less than 2 years. The new eligibility rules would apply effective the first of the month following the date of signing for new members.

Benefits Funding Cap for Extended Health and Dental:

The Employer proposes to increase the Employer funding for the extended health and dental plans from 2.83% to 3.65% of salaries of members enrolled in the plans for an ongoing increase in costs of \$452,646 bringing the total capped Employer contributions to \$1,656,007. The effective date of the funding increase would be the date of signing.

Accrued Benefits Deficit:

The accrued deficit for the ASPA extended health and dental plan funding is growing at an average rate of approximately \$21,752 per month. The deficit represents the difference between the current employer cap (2.83%) and the required payment to Blue Cross to continue coverage for eligible ASPA members. If agreement is reached on a re-aligned benefit plans as part of a tentative agreement the Employer agrees to cover the cost of the accrued deficit for extended health and dental plans up to the date of signing or May 1, 2007 whichever occurs first. **This represents an additional projected amount of \$394,904 (May 1, 2007) in Employer funding for benefits.**

If no agreement is reached by May 1, 2007 the accrued and on-going deficit (required funding above the Employer cap) will be charged back to the enrolled ASPA members beginning May 2007. **This will represent an average monthly payment of \$51.60 per enrolled member to recover the accrued deficit and on-going deficit.**

SUPPLEMENTAL BENEFITS – PARENTAL/MATERNITY LEAVE

The Employer proposal focuses on supporting the following principles:

- to assist with our overall competitive position,
- to support recruitment and retention of staff,
- to respond to the emerging demographic profile of ASPA members, and
- to promote a more equitable and flexible application of the top-up benefit for all parents.

The Employer proposes that the salary top-up (95% of normal earnings) period provision for Parental/Maternity Leave in Supplemental Benefits be extended for a period of 4 weeks (excluding the 2-week waiting period) to cover parental leaves. All parents who have completed one year of service and apply for parental leave will be eligible for the 4 week top-up, provided they are receiving Employment Insurance Benefits. (See attached language)

ARTICLE 16 – LAY-OFF

Article 16 - Layoff

The Employer's principle is to have a cost sustainable layoff process that is fair, reasonable, and equitable to all members in support of their transition to other employment. While lay-offs within the ASPA bargaining unit are rare, it is important when they do occur that the University act fairly and in a fiscally responsible manner. As a public sector employer, (funded by taxpayers) we need to better align our current program with other organizations and not be in the position where we are paying exorbitant settlements like the ones currently provided for in the ASPA agreement.

The proposed changes will clarify the processes around retraining to help ensure that members on layoff understand their opportunities for retraining and redeployment. (See attached)

Workforce Reductions

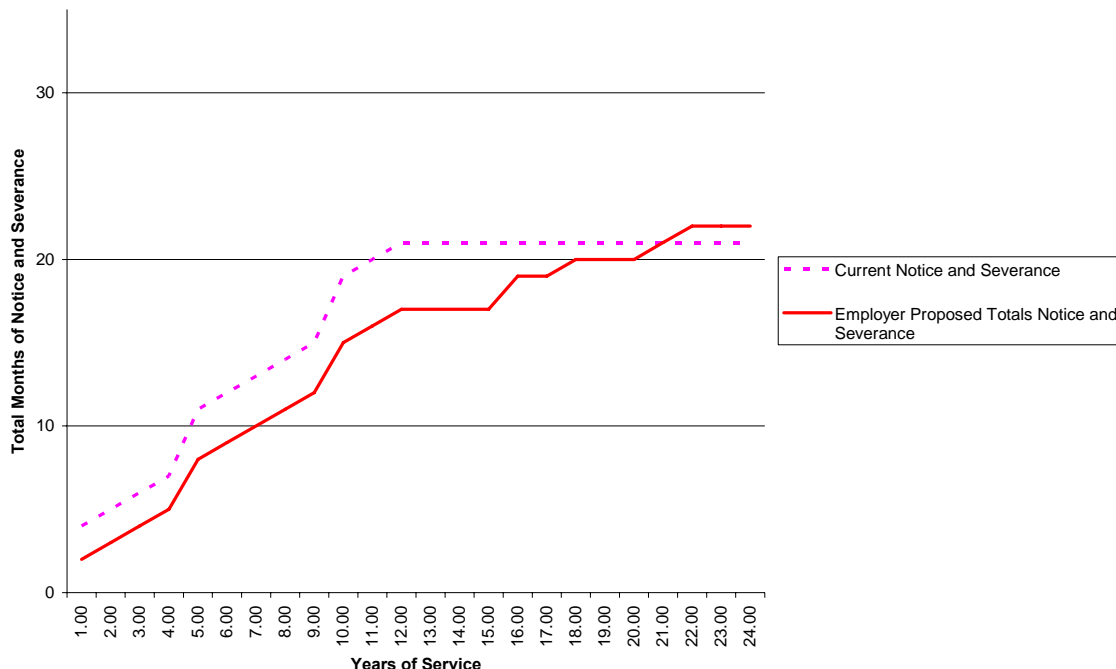
In response to ASPA's request for further protection when reassigning duties to another member of ASPA the Employer proposes that a job cannot be recreated in its original form

within a twelve month period. The proposal is made in an attempt to provide security as well as allow the Employer to respond to the changing business needs of the University.

Notice and Severance

The Employer proposes changing the notice period for laid off members to reflect the above noted principle of sustainability while still providing for meaningful assistance to members who are transitioning to other employment. As illustrated below the Employer proposes a more equitable distribution of notice and severance based on service to the organization.

ASPA Notice and Severance in Relation to Years of Service



Reassignment and retraining

The Employer’s proposal further clarifies the Reassignment and Retraining of members while on layoff.

Re-Employment

The Employer’s proposal will utilize the members new date of hire as the new service date for benefits, vacation, and other items calculated based on service. The notice and severance payment is provided to members who end their employment relationship with the University. The proposal calls for a full payout of all notice and severance to the member in the event of re-employment and therefore a new date of hire should be established on the date of rehire.

SUMMARY OF FINANCIAL AGREEMENT**Offer of Settlement over Two Agreements**

	Year	Adjustment
First 3 Year Agreement (May 1, 2005 to April 30, 2008)	July 1, 2005	<p>Service based and merit adjustments</p> <ul style="list-style-type: none"> Regular increments and merit adjustments (previously awarded on July 1, 2005)
	July 1, 2006	<p>Service based and merit adjustments</p> <ul style="list-style-type: none"> Regular increments and merit adjustments (previously awarded on July 1, 2006) <p>Market adjustment</p> <ul style="list-style-type: none"> Base salary market increase of 3% for all members up to range maximum
	July 1, 2007	<p>Market adjustment</p> <ul style="list-style-type: none"> Base salary market increase of 3% for all members up to range maximum <p>Begin transition from “regular service based increments” and cost of living ATB’s to market and merit adjustments by phasing out regular increments above the market target and phasing in increases to merit through a decentralized process</p> <ul style="list-style-type: none"> Regular increments for those members below the half way point between the market target and the range maximum <ul style="list-style-type: none"> Operational/ Administrative below (\$47,380) Phase 1 below (\$53,945) Phase 2 below (\$70,147) Phase 3 below (\$91,046) Increased allocation of funding for regular merit adjustments (from 0.35% to 0.8% of payroll for eligible members) Increased allocation of funding for one-time merit bonuses (from 0.45% to 0.8% of payroll for eligible members) <p>To ensure salary ranges align with changes in the market</p> <ul style="list-style-type: none"> 7% (Phase 3 and Operational Administrative), 9% (Phase 2), and 11% (Phase 1 – excluding Operational Administrative) increase to ranges (market targets) <p>To support the transition</p> <ul style="list-style-type: none"> A one-time payment of \$1,000 for all members prorated based on FTE at date of signing <p>Alignment of benefits</p> <ul style="list-style-type: none"> Increase benefits cap to 3.65% of payroll for enrolled members (cost of \$452,646) Increase funding for Basic Group Life Insurance (cost \$123,445) Payment of accrued benefits deficit to May 1, 2007 (cost of \$394,904) <p>Support of professional development</p> <ul style="list-style-type: none"> Increase funding for Professional Development from \$800 to \$1,000 prorated based on FTE (cost \$173,000)

	Year	Adjustment
Second 3 Year Agreement (May 1, 2008 to April 30, 2011)	July 1, 2008	<p>Market adjustment</p> <ul style="list-style-type: none"> • Base salary market increase of 3% for all members up to range maximum <p>Continue transition from “regular service based increments” and cost of living ATB’s to market and merit adjustments by phasing out regular increments above the market target and phasing in increases to merit through a decentralized process</p> <ul style="list-style-type: none"> • Regular increments for those members below the market target <ul style="list-style-type: none"> ○ Operational/ Administrative below (\$42,783) ○ Phase 1 below (\$49,610) ○ Phase 2 below (\$64,510) ○ Phase 3 below (\$81,545) • Increased allocation of funding for regular merit adjustments (from 0.8% to 1.2% of payroll for eligible members) • Increased allocation of funding for one-time merit bonuses (from 0.8% to 1.2% of payroll for eligible members) <p>To ensure salary ranges align with changes in the market</p> <ul style="list-style-type: none"> • 3% increase to salary ranges (market targets) <p>To support the transition</p> <ul style="list-style-type: none"> • A one-time transition bonus of \$1,000 for all members prorated based on FTE
	July 1, 2009	<p>Market adjustment</p> <ul style="list-style-type: none"> • Base salary market increase of 3% for all members up to range maximum <p>To recognize job growth</p> <ul style="list-style-type: none"> • Regular increments for those members below the market target <p>To reward outstanding job performance</p> <ul style="list-style-type: none"> • Continued allocation of funding for regular and one-time merit adjustments/bonuses (1.2% of payroll for eligible members) <p>To ensure salary ranges align with changes in the market</p> <ul style="list-style-type: none"> • 3% increase to salary ranges (market targets)
	July 1, 2010	<p>Market adjustment</p> <ul style="list-style-type: none"> • Base salary market increase of 3% for all members up to range maximum <p>To recognize job growth</p> <ul style="list-style-type: none"> • Regular increments for those members below the market target <p>To reward outstanding job performance</p> <ul style="list-style-type: none"> • Continued allocation of funding for regular and one-time merit adjustments/bonuses (1.2% of payroll for eligible members) <p>To ensure salary ranges align with changes in the market</p> <ul style="list-style-type: none"> • 3% increase to salary ranges (market targets)

SUMMARY OF SALARY OUTCOMES OF THIS PROPOSED OFFER TO SETTLE

Examples of Salary Increases			
Examples of Salary Increases	Average Salaries (April 30, 2005)	Average Base Salary % Increase (Over 6 years)	Average Salaries (July 1, 2010)
Instructional Phase 1	\$42,795	33.30%	\$56,714
Instructional Phase 2	\$57,650	31.62%	\$75,743
Information Technology Phase 1	\$42,624	34.19%	\$56,930
Information Technology Phase 2	\$56,113	33.27%	\$74,569
Information Technology Phase 3	\$73,377	31.76%	\$96,619
Managerial Phase 1	\$49,763	24.98%	\$61,531
Managerial Phase 2	\$62,871	26.88%	\$79,006
Managerial Phase 3	\$79,518	29.14%	\$102,411
Operational Administrative Phase 1	\$41,104	29.60%	\$52,643
Specialist Professional Phase 1	\$47,695	27.90%	\$60,197
Specialist Professional Phase 2	\$59,678	30.21%	\$77,177
Specialist Professional Phase 3	\$77,265	28.44%	\$83,112

PROPOSED SALARY RANGES

**Schedule 1
Salary Ranges
May 1, 2005 – April 30, 2007**

Family and Phase	Minimum	Market Target	Maximum	Increments
Operational/Administrative				
Phase 1	\$31,447.00	\$39,186.00	\$49,845.00	\$1,136.00
Instructional				
Phase 1	\$34,714.00	\$43,392.00	\$54,240.00	\$1,258.00
Phase 2	\$45,968.00	\$57,460.00	\$71,825.00	\$1,666.00
Information Technology				
Phase 1	\$34,714.00	\$43,392.00	\$54,240.00	\$1,258.00
Phase 2	\$45,968.00	\$57,460.00	\$71,825.00	\$1,666.00
Phase 3	\$59,193.00	\$73,991.00	\$98,593.00	\$2,146.00
Specialist/Professional				
Phase 1	\$34,714.00	\$43,392.00	\$54,240.00	\$1,258.00
Phase 2	\$45,968.00	\$57,460.00	\$71,825.00	\$1,666.00
Phase 3	\$59,193.00	\$73,991.00	\$98,593.00	\$2,146.00
Managerial				
Phase 1	\$34,714.00	\$43,392.00	\$54,240.00	\$1,258.00
Phase 2	\$45,968.00	\$57,460.00	\$71,825.00	\$1,666.00
Phase 3	\$59,193.00	\$73,991.00	\$98,593.00	\$2,146.00

Schedule 1
Salary Ranges
May 1, 2007 – April 30, 2008

Family and Phase	Minimum	Market Target	Halfway Point Between Market Target and Range Maximum	Maximum	Increments
Operational/Administrative					
Phase 1	\$32,814	\$41,537	\$47,380	\$52,337	\$1,205
Instructional					
Phase 1	\$38,050	\$48,165	\$53,945	\$59,725	\$1,397
Phase 2	\$49,479	\$62,631	\$70,147	\$77,663	\$1,816
Information Technology					
Phase 1	\$38,050	\$48,165	\$53,945	\$59,725	\$1,397
Phase 2	\$49,479	\$62,631	\$70,147	\$76,723	\$1,816
Phase 3	\$61,753	\$79,170	\$91,046	\$102,921	\$2,296
Specialist/Professional					
Phase 1	\$38,050	\$48,165	\$53,945	\$59,725	\$1,397
Phase 2	\$49,479	\$62,631	\$70,147	\$77,663	\$1,816
Phase 3	\$61,753	\$79,170	\$91,046	\$102,921	\$2,296
Managerial					
Phase 1	\$38,050	\$48,165	\$53,945	\$59,725	\$1,397
Phase 2	\$49,479	\$62,631	\$70,147	\$77,663	\$1,816
Phase 3	\$61,753	\$79,170	\$91,046	\$102,921	\$2,296

Schedule 1
Salary Ranges
May 1, 2008 – April 30, 2009

Family and Phase	Minimum	Market Target	Maximum	Increments
Operational/Administrative				
Phase 1	\$33,371	\$42,783	\$52,623	\$1,241
Instructional				
Phase 1	\$38,944	\$49,610	\$61,268	\$1,439
Phase 2	\$50,641	\$64,510	\$79,670	\$1,871
Information Technology				
Phase 1	\$38,944	\$49,610	\$61,268	\$1,439
Phase 2	\$50,641	\$64,510	\$79,670	\$1,871
Phase 3	\$61,975	\$81,545	\$104,378	\$2,365
Specialist/Professional				
Phase 1	\$38,944	\$49,610	\$61,268	\$1,439
Phase 2	\$50,641	\$64,510	\$79,670	\$1,871
Phase 3	\$61,975	\$81,545	\$104,378	\$2,365
Managerial				
Phase 1	\$38,944	\$49,610	\$61,268	\$1,439
Phase 2	\$50,641	\$64,510	\$79,670	\$1,871
Phase 3	\$61,975	\$81,545	\$104,378	\$2,365

Schedule 1
Salary Ranges
May 1, 2009 – April 30, 2010

Family and Phase	Minimum	Market Target	Maximum	Increments
Operational/Administrative				
Phase 1	\$34,152	\$44,067	\$53,982	\$1,278
Instructional				
Phase 1	\$39,857	\$51,098	\$62,851	\$1,482
Phase 2	\$51,828	\$66,446	\$81,728	\$1,927
Information Technology				
Phase 1	\$39,857	\$51,098	\$62,851	\$1,482
Phase 2	\$51,828	\$66,446	\$81,728	\$1,927
Phase 3	\$62,994	\$83,992	\$106,250	\$2,436
Specialist/Professional				
Phase 1	\$39,857	\$51,098	\$62,851	\$1,482
Phase 2	\$51,828	\$66,446	\$81,728	\$1,927
Phase 3	\$62,994	\$83,992	\$106,250	\$2,436
Managerial				
Phase 1	\$39,857	\$51,098	\$62,851	\$1,482
Phase 2	\$51,828	\$66,446	\$81,728	\$1,927
Phase 3	\$62,994	\$83,992	\$106,250	\$2,436

Schedule 1
Salary Ranges
May 1, 2010 – April 30, 2011

Family and Phase	Minimum	Market Target	Maximum	Increments
Operational/Administrative				
Phase 1	\$35,176	\$45,389	\$55,601	\$1,316
Instructional				
Phase 1	\$40,789	\$52,631	\$64,473	\$1,526
Phase 2	\$53,040	\$68,439	\$83,838	\$1,985
Information Technology				
Phase 1	\$40,789	\$52,631	\$64,473	\$1,526
Phase 2	\$53,040	\$68,439	\$83,838	\$1,985
Phase 3	\$64,884	\$86,512	\$108,140	\$2,509
Specialist/Professional				
Phase 1	\$40,789	\$52,631	\$64,473	\$1,526
Phase 2	\$53,040	\$68,439	\$83,838	\$1,985
Phase 3	\$64,884	\$86,512	\$108,140	\$2,509
Managerial				
Phase 1	\$40,789	\$52,631	\$64,473	\$1,526
Phase 2	\$53,040	\$68,439	\$83,838	\$1,985
Phase 3	\$64,884	\$86,512	\$108,140	\$2,509

COLLECTIVE AGREEMENT LANGUAGE FOR ARTICLE 20 LEAVES, ARTICLE 16 LAYOFF, ARTICLE 12.1 BENEFITS, ARTICLE 9.1 POSITION PROFILE, PLACEMENT AND REVIEW OF POSITIONS AND, ARTICLE 9.3.1 ANNUAL PERFORMANCE APPRAISAL AND SALARY REVIEW OF PERMANENT, SEASONAL AND ELIGIBLE TERM EMPLOYEES

ARTICLE 20 LEAVES

20.7 Maternity, Adoption and Parental Leaves

20.7.1 Leave, Maternity

A member who declares in writing to Human Resources to be the biological mother of a newborn infant is entitled to seventeen (17) consecutive weeks of maternity leave without pay.

The member is required to apply for this leave at least four (4) weeks prior to the commencement of the leave.

The leave must commence on the date of the infant's birth or at any time during the twelve (12) week period prior to the infant's estimated date of birth and shall be of uninterrupted duration.

The member must provide a certificate from a qualified medical practitioner to Human Resources. The certificate must confirm the pregnancy and give the estimated date of birth.

20.7.2 Leave, Adoption

A member who declares in writing to Human Resources to be the adoptive parent of an adopted child is entitled to seventeen (17) consecutive weeks of adoptive leave without pay.

The member is required to apply for this leave at least four (4) weeks prior to the date the member begins to care for the child ("care date"). If the member cannot give four (4) weeks notice, the University will accept as much notice as is given to the adoptive parents by Saskatchewan Social Services.

The leave must commence on the care date, or at any time during the twelve (12) week period prior to the estimated care date, and shall be of uninterrupted duration.

The member must provide official confirmation of custody to Human Resources.

20.7.3 Leave, Parental for Maternity or Adoption

A member who qualifies for maternity or adoption leave is also entitled to thirty-five (35) consecutive weeks of parental leave without pay.

The parental leave is in conjunction with the maternity or adoption leave and must be taken in one continuous period.

20.7.4 Leave, Parental for Parents other than those described in 20.7.1 & 20.7.2

A member who did not qualify for maternity or adoptive leave and who declares to be the parent of a newborn infant or of an adopted child is entitled to thirty-seven (37) consecutive weeks of parental leave without pay.

The member is required to apply for this leave at least four (4) weeks prior to the commencement of the leave or as soon as possible in extenuating circumstances.

The leave may commence at any time during the twelve (12) week period prior to the estimated date of the infant's birth or the day the child comes into the member's care and must be completed within fifty-two (52) weeks from the estimated date of the infant's birth or the day the child comes into the member's care. This leave shall be of uninterrupted duration.

The member must provide official confirmation of the infant's birth or an official confirmation of custody of the adopted child to Human Resources.

20.7.5 Supplemental Benefits Plan

After twelve (12) months of continuous service, a member who qualifies for maternity leave as defined under Article 20.7.1 is eligible to receive supplemental benefits for a maximum of fifteen (15) weeks (two (2) week waiting period excluded), providing they are in receipt of Employment Insurance Benefits.

After twelve (12) months of continuous service, a member who qualifies for leave as defined under Article 20.7.2, 20.7.3, and 20.7.4 is eligible to receive supplemental benefits for a maximum of four weeks (4) weeks (two (2) week waiting period excluded), providing they are in receipt of Employment Insurance Benefits.

The University will pay the difference between Employment Insurance Benefits and 95% of the member's normal weekly earnings in effect immediately preceding the commencement of the leave.

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

20.7.6 Benefit Coverage

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

20.7.7 Vacation

Annual vacation may be taken as an extension of any Article 20.7 leave.

The member's vacation accumulation date will not be adjusted for the length of any Article 20.7 leave.

Vacation entitlement will not accumulate during any portion of the leave.

20.7.8 Increments

The member's increment eligibility will be adjusted for the length of any leaves in Article 20.7 that exceed their defined duration.

20.7.9 Reinstatement and Return to Work

The member is guaranteed job reinstatement to the same position or, if that position no longer exists, to a substantially similar position and under similar terms and conditions, with no reduction in salary or benefits.

A member, who has been granted a leave, should notify their department or unit in writing at least fourteen (14) days prior to the day on which they intend to return to work, unless otherwise mutually agreed.

ARTICLE 16 – LAYOFF

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

If administrative staff reductions are necessary the affected member shall be given written notice of layoff. The University will forward a copy of the layoff notice to ASPA.

No permanent or seasonal member will be laid off as a result of the majority of his/her duties being performed by outside the bargaining unit.

The position of the laid off member cannot be recreated in its original form within twelve (12) months from the date of layoff.

16.1 Notice

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

Members with permanent or seasonal status are entitled to notice, based on completed years of continuous service and to be paid at the current monthly salary.

Table 16.1 Notice Period

Length of Service *	Notice Period
1 to 4 years	1 month
5 to 9 years	3 months
10 to 15 years	5 months
16 to 17 years	7 months
18 to 20 years	8 months
21 years	9 months
22 + years	10 months

** Based on full years of service (no pro-ration for partial years) All or a portion of notice may be given as working notice. The member will continue to be paid at their current monthly salary during the working notice period.*

If working notice cannot be given, the member shall receive pay in lieu of notice. The member shall choose monthly or a lump-sum payment (refer to Article 16.6 regarding benefit implications).

16.2 Reassignment

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

Any individual placed on the reassignment list shall provide ASPA with a copy of his or her resume and is responsible to (1) apply for positions within the scope of ASPA; (2) indicate on the application that she or he is on the reassignment list; and (3) notify ASPA of the application.

Members on the reassignment list who meet the job requirements as posted will be interviewed by the department. If the member on the reassignment list is not interviewed or is interviewed and not selected, then ASPA and the employer will consult in good faith as to whether the member should have been considered.

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

16.3 Retraining

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

16.4 Severance

A member shall be entitled to severance pay at the rate of one (1) month's current salary for each completed year of continuous service, to a maximum of twelve (12) months. Members with permanent or seasonal status are entitled to severance, based on completed years of continuous service and to be paid at the current monthly rate.

The University may consider the member's age, years of service and/or other mitigating factors, which may increase the amount of severance. Service for a permanent member less than full time or a seasonal member will be prorated accordingly.

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

16.5 Out-Placement Services

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

16.6 Benefits

A member will be eligible to continue their benefits under Article 12, unless prohibited by the benefit plan, during the notice period providing they elect monthly salary payments.

A member will continue to have access to their accumulated APDA account, for training purposes, during the notice period providing they elect monthly salary payments.

16.7 Re-Employment

If the member is hired into another position, within the scope of ASPA, all unexpended balances for notice and severance will be paid out to the member in one lump-sum. The date of rehire will be used as the new service date to determine probationary period, vacation, benefits, and other items calculated based on service.

Add to Article 12.1- Benefits

Add to preamble:

The employer's total expenditure of Dental and Extended Health pursuant to this collective agreement shall be capped at 3.65% of base salary for those members enrolled in said plan(s) per year. *(Note: The funding rate will change effective the first of the month following the date of signing).*

The Employer specifically disclaims any responsibility to pay any premium shortfall which may ensue. In the event that the cost of Dental and Extended Health exceeds the 3.65% cap, the Employer will provide notice to the union and the shortfall will be borne immediately by the members enrolled in the plans until such time as the terms of said plan(s) may be adjusted.

In the event the actual premium is less than 3.65%, the resulting surplus will accumulate and be used to absorb future actual premium costs that may exceed the 3.65% cap.

MOU - Benefits

Delete. (Related to 12.1 above)

Article 12.11 Death Benefit for Permanent, Seasonal and Eligible Term Employees

Delete (Related to proposed plan design changes on group life insurance)

Revise Table 12 – (see attached)

Table 12 BENEFIT ELIGIBILITY				
GREATER THAN OR EQUAL TO HALF-TIME (≥ 0.5 FTE)				
For the following types of employees, the FTE must be half time or greater, and there must be no breaks in employment. Eligibility is based on the term of the appointment or a combination of continuous service to the employer.				
Benefit	EMPLOYEE STATUS			
	TERM		PERMANENT / SEASONAL *	
	<i>Less than 6 months</i>	<i>6 months but less than 2 years</i>	<i>2 years or greater</i>	
Basic Group Life Insurance [2 x annual salary (adjusted to the next higher \$1,000). Max of \$500,000]	not eligible	eligible	eligible	eligible - 3 month waiting period
Business Travel Insurance [\$100,000]	eligible	eligible	eligible	eligible
Dental Coverage [member and dependant(s)]	not eligible	eligible	eligible	eligible - 3 month waiting period
Extended Health Care [member and dependant(s)]	not eligible	eligible	eligible	eligible
Pension	not eligible	not eligible	eligible	eligible - maximum voluntary deferral 3 years
Salary Continuance Plan	not eligible	not eligible	eligible	eligible
Sick Leave - 1.25 days per month	eligible	eligible	**	**
Voluntary Group Life	not eligible	eligible	eligible	eligible

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

Article 9.1 Position Profile, Placement and Review of Positions

9.1.1 New Positions

Human Resources (HR), in consultation with the department/unit, will place the position in a family and phase. A new position must be reviewed within one year, unless the review is waived by both the employee and their manager.

9.1.2 Review of Position Job Family and/or Phase

Any member and/or manager, who believe the position in question has changed and the current placement no longer accurately reflects the position, may request a review of the position.

To initiate a review, a written submission must be sent to Human Resources with appropriate documentation. HR will render a written decision with supporting reasons clarifying the rationale for the placement of the position within 30 business days.

A review can be initiated only once in a 12 month period.

9.1.3 Appeal of Position Review Decision

If a member and/or manager are dissatisfied with the decision of Human Resources, either party may request an appeal within 30 business days of receipt of the written decision. A Joint Committee for Appeals (JCA) (maximum of 4 members – 2 each from ASPA and Management) will review the request and render a joint written decision. The member has the right to make an oral submission at the JCA. All decisions of the JCA are final and not subject to the grievance procedure.

A position which has been the subject of an appeal may not be the subject of another review until 12 months have elapsed since the last position review was initiated.

9.1.4 Salary Adjustment Through Review/Appeal of Position

Upon review a member's position will be placed in the proper family and phase. The member's salary will be in the range of the newly determined family and/or phase and may be adjusted upward.

If the member's existing salary is above the maximum of the new family and phase it will be frozen at its current level. The salary will remain in place until such time as job growth in the position or changes to the existing salary ranges warrant a salary increase.

Salary adjustments as a result of the review/appeal will be effective the first of the month closest to the date the review was received by Human Resources.

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

9.3.1.1 Annual Performance Feedback of Permanent, Seasonal and Eligible Term Employees

On an annual basis, Human Resources will send to each department a list of members scheduled to receive performance feedback. Using the work plans as a basis, the supervisor shall meet and discuss the performance of duties with each member for the review period. The supervisor will then complete the performance feedback and development plan. A copy will be provided to the member. The member may attach a personal statement to the assessment or may forward it directly to the Associate Vice-President (Human Resources) with a copy to the supervisor. Members who do not receive a performance feedback may apply to the Human Resources Division or the AECC requesting an intervention aimed at having their department provide timely feedback.

9.3.1.2 Salary Review of Permanent, Seasonal and Eligible Term Employees

On an annual basis, Human Resources will send to each department a list of members and their eligibility for salary reviews.

Salary recommendations will be made in accordance with Articles 9.3.2, 9.3.3 and 9.3.4.

9.3.2 Regular Increments

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

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

Effective July 1, 2007, member's whose base salary is below the half way point of the market target and the salary range maximum for their family and phase, will receive 2.9% of market target or to the half way point, which ever is less. The half way point is as follows:

- Operational/ Administrative(\$47,380)
- Phase 1 below (\$53,945)
- Phase 2 below (\$70,147)
- Phase 3 below (\$91,046)

(Expires June 30, 2008)

Effective July 1, 2008, member's whose base salary is below the market target for their family and phase, will receive 2.9% of market target or to the market target, which ever is less. Refer to the salary schedule for the market target value for 2008.

9.3.2.1 Increment Date

The regular increment date for eligible members is 1 July.

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

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

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

9.3.3 Merit

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

Merit may be provided in one of two ways – merit increases or one-time merit bonuses. Merit increases will be added to a member's base salary providing such an increase does not exceed the maximum of the salary range. One-time merit bonuses will not be added to a member's base salary.

All recommendations for merit increases and one-time merit bonuses must be made with a full rationale by the department/unit and forwarded to the Salary Review Committee.

Up to 0.8% of eligible ASPA members annual payroll is allocated for merit increases. (Effective 1 July 2007 and expires 30 June 2008)

Up to 0.8% of eligible ASPA members annual payroll is allocated for merit bonuses. (Effective 1 July 2007 and expires 30 June 2008)

Up to 1.2% of eligible ASPA members annual payroll is allocated for merit increases. (Effective 1 July 2008)

Up to 1.2% of eligible ASPA members annual payroll is allocated for merit bonuses. (Effective 1 July 2008)

Delete 9.3.4 Special Action – compensation is covered by article 9.4.1

9.3.4 Market Adjustments

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

9.3.5 Salary Review Committee

The Salary Review Committee is chaired by the Associate Vice-President (Human Resources). The Committee oversees the salary review process to ensure transparency, equity, and consistency. The Committee considers salary increases and bonuses for permanent, seasonal

and eligible term employees. Results of the Salary Review Committee shall be provided in writing to the Association as soon as possible.

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

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

EO&E

April 16, 2007