

**Date:** December 1, 2007  
**To:** CUPE 1975, CUPE 1975-01  
**From:** University of Saskatchewan/University of Regina  
**Re:** MEMORANDUM OF SETTLEMENT

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1. Agreed to language (see attached, updated Oct.23/07; to be initialed by union)
2. Compensation proposal

**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 ~~4.5%~~ 5.0% for employees above the maximums of 2007 ranges; it being understood that if an employee achieves the top of the range with less than a ~~4.5%~~ 5.0% salary adjustment, the balance of the said ~~4.5%~~ 5.0% adjustment will be paid as a one time payment

**2008:**

- Increase salary ranges by 4% at midpoint to align with market
- 2.75% 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 ~~4.75%~~ 5.0% for employees above the maximums of 2008 ranges; it being understood that if an employee achieves the top of the range with less than a ~~4.75%~~ 5.0% salary adjustment, the balance of the said ~~4.75%~~ 5.0% adjustment will be paid as a one time payment

**2009:**

- Increase salary ranges by 4% at midpoint to align with market
- 3.0% 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 5.0% for employees above the maximums of 2009 ranges; it being understood that if an employee achieves the top of the range with less than a 5% salary adjustment, the balance of the said 5% adjustment will be paid as a one time payment

Market supplements will not be considered for calculation of wage adjustments.
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\*(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.)

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

3. FAPA (U of S) 12% increase (see attached)
4. Premiums
  - \$120 per month rescue team where assigned.
  - \$100 per month high voltage certified electricians or those with a blaster certificate, where assigned.
  - A review will be undertaken by the Employer of the duties of Electronic Technologists/Technicians. If that review demonstrates that exposure to hazards/risks is comparable to that experienced by high voltage certified electricians, then the above \$100 per month premium will be paid to Electronic Technologists/Technicians on the same basis as certified high voltage electricians.
  - Rename unsocial hours to shift premium and increase to \$0.90 per hour and expanded to include recurring relief and casual employees where assigned but not to include FAPA or students.
  - Above changes effective the first of the month following the date of signing; all other premiums/differentials status quo.
5. Employee Benefit Plans

#### **REFERRED TO ARBITRATION**

- ~~Status quo per 2006 language (including attached MOA) and funding for U of S. It should be noted that paragraphs 3 and 4 of said MOA are now redundant.~~
- ~~U of R to adopt U of S language (including attached MOA) and funding subject to implementation of funding as noted below. It should be noted that paragraphs 3 and 4 of said MOA are now redundant, and that the Plan Provisions as set out may not match those described in the following bulleted point.~~
- ~~The U of R agrees to implement the funding increase specified in the 2006 MOU language (.9%) effective December 1, 2007, provided the union accepts one of the options for benefit provision realignment contained in the attached Appendix and signs off on same. The U of R will then provide a one time injection of funds into the CUPE 1975 Employee Benefit account in the amount of \$30,000 on January 1, 2008. In addition, the economic increases provided in this agreement would add approximately \$15,000.00 to the account.~~

- ~~• The U of S will provide a one time injection of funds into the CUPE 1975 Employee Benefit account in the amount of \$100,000 on January 1, 2008. This injection of funds will build the estimated surplus in said account to approximately \$200,000.00 at that time. In addition, the economic increases provided in this agreement would add approximately \$50,000.00 to the surplus in the account.~~

6. Pension

- University of Saskatchewan – 6% matched contributions effective May 1, 2008; 6.5% matched effective May 1, 2009
- University of Regina – 6.5% matched contributions effective September 1, 2007.

7. Article 18 – Sick Leave – Status quo 2006 language save for agreed amendments to 18.1, 18.1.1, 18.2, 18.10, 18.13, 18.14

8. Article 18.5 Deductions from Sick Leave Accumulation

University of Saskatchewan

Status quo 2006 language

University of Regina

Status quo 2006 language

9. Article 11.2.3 Adjustments through Promotion, Transfer or Review

Status quo 2006 language U of R; per MOA U of S

10. Essential Service Protocol – Memorandum of Agreement

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

11. Article 23.1.1 (U of S) – Alternative Hours of Work

Memorandum of Understanding

Re: Utilization of Earned Days Off, U of S and U of R

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

- This protocol is agreed notwithstanding previous arbitral or court decisions regarding the interpretation or application of Article ~~23.04~~ 23.1.1 of this agreement. The parties consider this protocol to indicate a return to the original spirit and intent of Article ~~23.04~~ 23.1.1.
- Should a dispute occur pursuant to this MOU, the parties agree to submit same to mediation by **a mutually** agreed to and paid for neutral third party. Should no agreement result, **Article 23.1.1 shall govern.**

Add the following to Article 23:

Apply to both Universities:

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

12. Article 18.9 Status quo on current agreement language.

13. Article 21 – Harassment and Discrimination – (see Attached)

14. 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.

15. MOU – University of Saskatchewan – Union Management Meetings. As per Employer proposal August 8, 2007.

16. Article 1.4.3 (Chart) - revise chart to reflect **new** language; union to withdraw all grievance(s) regarding the chart (e.g. unsocial hours, EDO's, etc)

17. Retroactivity as of January 1, 2007 for all active employees and retirees at the date of signing, **it being understood that for purposes of this provision only a break in service during 2007 prior to the date of ratification shall not disqualify an employee for such retroactivity.**

18. MOA On MOA's – “The parties hereby agree that a full review of all Memoranda of Agreement will be completed no later than 90 days following the signing of the Collective Agreement”.

19. MOA On Scope – “The parties agree that they will review the scope of the CUPE bargaining unit at each University and the applicable certification orders. The Union shall have 90 days following the signing of the Collective Agreement to identify positions which it believes should fall within it's scope. A process will be developed to review the scope of these positions and determine if they fall within the appropriate

bargaining unit. The parties agree that they will submit a joint application to the Labour Relations Board to amend the applicable certification orders in accordance with the review”.

20. Retention Bonus (new)

**MOVED TO RTW AGREEMENT**

~~The Employers agree that in recognition of the need to acknowledge employees who remain in employment with the University, they will provide a one time retention bonus in the amount of \$750.00 per permanent employee employed by the University as of January 31, 2007 and remaining so employed through October 31, 2008. The bonus will be payable on or about November 30, 2008. Term and Recurring Relief employees who meet the employment criteria specified herein shall receive a retention bonus of \$375.00.~~

21. Article 11.3 (Increments)

**REFERRED TO ARBITRATION**

~~Add the following language: “Increments will not be withheld unreasonably. An employee alleging a breach of this provision may grieve the withholding of an increment on the basis that satisfactory performance was lacking in the year prior to such decision. The provisions of Article 14.1 and 14.4 will apply to such a dispute”.~~

~~The U of S will provide a separate written undertaking to Local 1975 that no increment will be withheld as a result of a performance review or assessment prior to January 1, 2009. The U of R will continue its current practices with regard to increments.~~

~~The union will immediately withdraw any outstanding policy grievance relating to the withholding of increments. In exchange, the Employer will allow any of the six (6) individuals whose increment was withheld in 2007 to commence a grievance against same within fifteen (15) days of the signing of the collective agreement, in which case, and for this situation only, the provisions of Article 11.3 as revised (and if agreed as indicated above) shall apply retroactively and no argument as to timeliness shall be made in respect to such grievance.~~

**\*ALL OTHER ISSUES ARE WITHDRAWN BY ALL PARTIES**

**\*\*\*\*SEE PAGE 13 FOR MEMORANDUM OF SETTLEMENT**

**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**

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

\* Refer to Article 11.3

**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

## 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, 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, 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.

## 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 timelines 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.

## **Memorandum of Agreement**

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

and

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

\* \* \* \* \*

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

- Article 11.3
- employee benefits plans

It is agreed that the arbitration process will:

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

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

The parties hereby agree that the foregoing provisions constitute a tentative agreement. The parties agree to recommend the tentative agreement to their principals and to attend to ratification thereof as soon as possible. The parties acknowledge that many of the foregoing provisions are applicable on the first day of the month following the date of signing of the collective agreement and therefore commit their best efforts to a timely ratification process and signing.

All of which is agreed at Regina, this 1<sup>st</sup> day of December, 2007.

**For University of Saskatchewan/  
University of Regina**

**For CUPE Local 1975/  
Local 1975-01**

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**Concluded in the presence of Doug Forseth, Conciliator**

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