

Memorandum of Settlement
between
University of Regina (the “University”)
and
CUPE Local 5791 (“CUPE”)

This memorandum of settlement will be taken by both parties to their respective principals for ratification.

The University and CUPE hereby agree to the following four-year settlement in accordance with Article 24.

Unless otherwise stated, all changes take effect the 1st of the month following ratification of the agreement by the parties. Retroactive economic adjustments will be provided to all active employees, including those on disability and approved leave and those who have retired since 1 January 2018. Resigned and terminated employees will not be eligible.

Salary – Appendix 1

All individual salaries along with salary ranges and increments are increased:

0% effective 1 January 2018

One-time lump sum payment (not on base and not on wage ranges) of \$800. Lump sum payments must be paid to eligible employees* the first pay period following 1 July 2018.

0% effective 1 January 2019

1.25% effective 1 January 2020

1.5% effective 1 January 2021

*Eligible employees are defined as those whose status with the University as of the eligibility date (1 July 2018) is one of the following:

- Active with seniority
- On layoff and recall status
- On disability, maternity, parental, or adoption leave
- On an approved leave of absence not more than 90 days prior to the eligibility date

Duration and Continuation of the Agreement – Article 24

Four-year agreement effective 1 January 2018 to and including 31 December 2021

Articles:

1. Article 11.3.5 Language removed
2. Article 15.2 Language change
3. Article 19.3.10 Change from Health Spending Account to Flexible Spending Account and the credit increase from \$500 to \$800 are effective 1 January 2019
4. Article 19.3.11 The Family Tuition Scholarship increased from \$500 to \$1,000 and the maximum payment per family member increased from \$1,000 to \$2,000 per year
5. Article 23.8 Language change for biweekly pay (housekeeping)
6. Article 23.12 Language change for biweekly pay (housekeeping)

Other Articles Agreed Upon (prior to 22 March 2018):

1. Article 1.4.2 Language change for biweekly pay (housekeeping)
2. Article 1.4.3 Language change for biweekly pay (housekeeping)
3. Article 11.5 Language change for biweekly pay (housekeeping)
4. Article 12 Language change
5. Article 15.5 Language change
6. Article 15.8.2 Federal Legislation Change
7. Article 15.8.3 Language change
8. Article 16.4 Language change for biweekly pay (housekeeping)
9. Article 16.5 Language change for biweekly pay (housekeeping)
10. Article 16.6 Language change for biweekly pay (housekeeping)
11. Article 17.1 Language change for biweekly pay (housekeeping)
12. Article 18.2 Language change for biweekly pay (housekeeping)
13. Article 18.9 Language change for biweekly pay (housekeeping)
14. Article 19.3.3 Language change for biweekly pay (housekeeping)
15. Article 20.7 Elimination of Article
16. Article 23.1.1 Language change for biweekly pay (housekeeping)
17. Article 23.3 Language change for biweekly pay (housekeeping)

- 18. Article 23.5 Elimination of Article
- 19. Article 23.6 Language change for biweekly pay (housekeeping)
- 20. Article 23.7 Language change for biweekly pay (housekeeping)

Central Heating Plant Ticket Premium MOA – Language change for biweekly pay (housekeeping)

Supplementary Employment Benefits MOA – Addition Language (reflect change in Federal Legislation on Parental Benefits)

ARTICLES:

~~11.3.5 Where an employee has had an increment withheld in the preceding year for unsatisfactory performance and where the employee is eligible for and receives an increment in the following year, then the withheld 2% increment will be added to the following year's increment and paid from the date of that following year's increment forward, but not paid retroactively for the year it was withheld, subject to the range maximums.~~

15.2 **Compassionate and** ~~Compassionate Care and Special Leave of Absence Leave~~

15.2.1 **Compassionate Leave**

If required by the circumstances from one-half to three days of regularly scheduled work days' leave shall be granted by the Dean, Administrative Head or designate because of the death or life-threatening illness of a spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, or other person who would ordinarily be considered a member of the employee's immediate family. The meaning of spouse in this paragraph shall be according to Part 1, Section 2-1 (s) of *The Saskatchewan Employment Act*.

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

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

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

15.2.2 **Compassionate Care Leave**

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

~~15.2.2 Special Leave of Absence Without Pay~~

~~Notwithstanding 15.2.1, a special leave of absence without pay may be granted to an employee for good and sufficient reason. The employee shall apply to their Dean, Administrative Head or designate, indicating the reason for such leave. Applications will be assessed taking into consideration the operational needs of the unit. Requests will not be unreasonably denied.~~

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

~~19.3.10 Health Flexible Spending Account (FSA)~~

Each permanent employee, at the conclusion of the elimination period, shall be provided with an FSA in the amount of \$500 (**\$800 effective January 1, 2019**) each calendar year. This FSA will allow employees to supplement their benefit programs. **Once per year, prior to end of the last business day of November, members may direct the allocation of their FSA credits to one or both of the following:**

a) **Health Care Spending Account; or**

b) **Personal Spending Account (taxable)**

Both accounts are subject to Canada Revenue Agency regulations. Should no election be made, all credits will default to the Health Care Spending Account.

~~on any item or service allowed as a medical expense under the Income Tax Act.~~

Term employees who are appointed for a period of eight months or more (or whose appointments extend for a continuous period of at least eight months) and who are appointed for half-time or more, shall be provided with an ~~HFSA~~ at the expiration of the normal waiting period.

23.8 Hazardous Work Pay Premium

23.8.1 Radiation Pay Premium

An employee trained in radiation disposal techniques and assigned to radiation disposal service under the direction of the Radiation Safety Officer shall receive a differential of \$50.00 ~~per month~~ **\$600 per year**.

23.8.2 Asbestos and/or Mold Pay Premium

An employee trained in asbestos disposal techniques and assigned to asbestos removal will receive an additional \$5.00 per hour, and will also apply to an employee trained in mold removal techniques for all assigned hours so worked.

23.8.3 Rescue Team Premium – Employees who are members of the Rescue Team shall be provided with a premium of ~~\$420~~ **\$1,440** per ~~month~~ **year** where assigned.

23.8.4 High Voltage Premium – Employees who are high voltage certified electricians will be paid a premium of ~~\$400~~ **\$1,200** per ~~month~~ **year** where assigned.

23.8.5 Blaster Certificate Premium – Employees required to hold a blaster certificate will be paid a premium of ~~\$400~~ **\$1,200** per ~~month~~ **year** where assigned.

23.8.6 High Pressure Steam Premium – Those Service Mechanics who work with high pressure steam will be paid a premium of ~~\$400~~ **\$1,200** per ~~month~~ **year**.

23.12 Fireman's Differential

Employees (other than Heating Plant) required to possess a fireman's certificate will be paid a differential of ~~\$25.00~~ **\$300** per ~~month~~ **year**.

1.4.2 Non-Permanent Employees:

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

When an employee (except an apprentice under Article 15.4.5) has been in a term position continuously for more than thirty (30) months (forty (40) months in the case of an employee replacing an absent employee due to disability, or subsequent employees due to backfilling), that employee's status will be changed to permanent.

- (b) A Recurring Relief employee is an employee who is appointed to work that is anticipated or projected to be indefinite in duration, with hours of work that may be scheduled or flexible. Payment for Recurring Relief employees will be on an hourly basis.

- (c) A casual employee is an employee who is appointed to work that, due to its nature, cannot be scheduled, anticipated or projected, or is work of a limited duration. Payment of casual employees will be on an hourly basis.

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

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

1.4.3 Eligibility Chart

| Types of Employees | Permanent Employees/ Seasonal Employees (Full and Part Time) | Term Employees (Full and Part Time) | Recurring Relief Employees | Casual Employees | Student Employees |
|---|---|---|--|--|---|
| Determination of Job Status | Appointment to permanent position (posted) | Defined term > than 4 months (posted) | Up to full-time but no specified term (posted) | Up to full-time (unanticipated) (not posted) | Up to 80 hrs/month avg + summer emp. (not posted) University student only |
| Access to Restricted Competition | General seniority (start date) | General seniority (start date) | General seniority (start date) | **n/a | ** n/a |
| Benefit Entitlement | Full benefits pkg (.5 or more) Pro-rate for part- Time | Full benefits pkg if eligible; *SEA default Pro-rate for part- time | *SEA benefits Pro-rate for part-time | *SEA benefits Pro-rate for part-time | n/a |
| Employment Security | Employment commitment & layoff rights | *SEA notice requirement | *SEA call-in and notice requirement | *SEA call-in | *SEA call-in and notice requirement |
| Probation Period | ***6 month | ***6 month | ***6 month or equiv. hours | n/a | n/a |
| Assessment Period | ***6 month assessment period on trans/promo | ***6 month assessment period on trans/promo | ***6 month assessment period on trans/promo | n/a | n/a |
| Worked Hours | Scheduled | Scheduled | Scheduled /flexible | Unscheduled | Sched/unsched. |
| Pay Method | Monthly Salary | Monthly Salary | Hourly | Hourly | Hourly/ monthly Salary |
| Sick Leave | Accum. sick leave | Accum. sick leave | No Accum. sick leave | No Accum. sick leave | n/a |
| EDO | Yes for F/T Consideration for P/T | Yes for F/T Posted Terms | No | No | n/a |

| | | | | | |
|-----------------------------|--|----------------------------------|---|-------------------|-------------------|
| | | Consideration for P/T | | | |
| Vacation Entitlement | Vacation Accumulated (except some Seasonals) | Vacation paid out or accumulated | Vacation paid out | Vacation paid out | Vacation paid out |
| Shift Premium | Yes | Yes | Yes | Yes | No |
| Work Location | Per posting | Per posting | Same job title/ family and phase in same Faculty or admin. unit | n/a | n/a |

* SEA equals *The Saskatchewan Employment Act*

** Subject to Article 8.2.2

*** Subject to Article 9.1 / 9.2

11.5 Temporary Performance of Duties of a Higher Phase

An employee expected to perform temporarily the duties of a job in a higher phase will be assigned those duties in writing by the Dean, Administrative Head or designate and additional compensation will be provided. When such an appointment is for a period in excess of three consecutive days, or a total of seven non-consecutive days in a ~~pay period~~ **calendar month**, the employee will be paid a premium of 8% on the employee's current salary for the assigned period. Should the additional premium result in a ~~monthly~~-salary exceeding the highest salary of the phase of the new work they are performing, the maximum of the range of the new phase will apply.

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

12.1.1 General

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

12.1.2 Notice

Permanent employees, if their positions are to be eliminated, will be given as much written notice as possible and as required by law, but in no case less than thirty days, with a copy

to the Union. If notice is not given as required, employees will receive pay in lieu, prorated.

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

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

~~12.1.2.1 Assisted Early Retirement~~

~~Within thirty calendar days of written notice of position elimination being given, a member who is eligible to retire from the Non-Academic Pension Plan on the date of the notice, may elect to take assisted early retirement, at any date within sixty days following the date of the notice of position elimination, with the following benefits:~~

~~The member taking early retirement will be paid the sum of two hundred and fifty dollars per month from the first of the month following retirement for a maximum of ten years or until the member becomes eligible to receive unreduced OAS/ CPP payments, whichever is sooner. Such payments cease in the event of the death of the employee. In addition, the Employer will maintain the basic group life insurance and the dental plan for the employee during this period.~~

~~An employee opting to accept the benefits outlined in this Article (12.1.2) will forego any other rights under Article 12 and will cease being an employee of the Employer on the date of early retirement.~~

~~12.1.3 Termination and Severance Pay~~

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

~~This fourteen day period may be extended by the Employer for good and sufficient reason.~~

~~The employee will forego any further rights under the Collective Agreement.~~

12.1.3 Options Upon Position Elimination

A permanent employee whose position is being eliminated shall have the option to choose any one of the following:

- a) exercise bumping rights on the basis of bargaining unit wide seniority in accordance with Article 12.1.4;**
- b) retire (if eligible);**
- c) assisted early retirement (if eligible) in accordance with Article 12.1.5;**

d) termination and severance pay in accordance with Article 12.1.6.

The employee shall notify Human Resources of their option as soon as possible, but no later than ten calendar days after receiving notice of position elimination. If no option is chosen within ten days, the employee will be laid off as per Article 12.1.7.

~~12.1.4 Placement~~

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

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

12.1.4 Bumping

If the Employer finds a vacant permanent position in the same Job Family and Phase, for which the employee is qualified, the employee will be placed without bidding in the position.

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

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

The bumping employee must accept the first position in the above order for which the employee possesses the required qualifications. **Employees will have three working days to consider the offer.** ~~However,~~ If the employee refuses this job, they ~~may so~~ **must** indicate in writing to Human Resources, **and will be laid off as per Article 12.1.7.** ~~This will then constitute the employee's first bump and they will move directly to their second opportunity to bump.~~

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

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

Notwithstanding all of the provisions of Article 12.1.54, the Employer and the Union may agree on another arrangement for a bumping situation.

12.1.5 Assisted Early Retirement

~~Within thirty calendar days of written notice of position elimination being given,~~ A member who is eligible to retire from the Non-Academic Pension Plan on the date of the notice, may elect to take assisted early retirement, ~~at any date~~ **The retirement date must be** within sixty days following the date of the notice of position elimination, ~~with the following benefits:~~

The member taking early retirement will be paid the sum of two hundred and fifty dollars per month from the first of the month following retirement for a maximum of ten years or until the member becomes eligible to receive unreduced OAS/CPP payments, whichever is sooner. Such payments cease in the event of the death of the employee. In addition, the Employer will maintain the basic group life insurance and the dental plan for the employee during this period.

An employee opting to accept the benefits outlined in this Article will forego any other rights under Article 12 and will cease being an employee of the Employer on the date of early retirement.

12.1.6 Termination and Severance Pay

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

~~This fourteen day period may be extended by the Employer for good and sufficient reason.~~

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

12.1.7 Layoff

An employee who **does not make an election as per Article 12.1.3**, has not been placed in another position and: (1) ~~cannot or chooses not to bump through the bumping process, refuses to accept a bump option,~~ or (2) has not performed satisfactorily in a second position into which the employee bumped, will be laid off.

12.1.8 Recall

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

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

12.1.9 Notice of Recall

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

12.1.10 Response to Recall

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

An employee in any of the following circumstances will be deemed to have voluntarily left the service of the Employer and the employment shall be terminated:

1. The employee is recalled and fails to respond indicating intention to accept or not to accept the position offered;
- 2. The employee has refused two offers of recall;**
3. The employee has agreed to accept a recall and then fails to return to work on the date and at the time specified unless such is prevented by circumstances beyond the employee's control.

12.1.11 ~~Assessment Period on Placement, Bumping and Recall~~

~~Employees will be given up to six months to demonstrate their ability to perform duties and responsibilities consistent with Article 9.2 (Assessment Period). An employee who fails to~~

~~perform satisfactorily or who is dissatisfied in the first position into which that employee has moved, will be given only one further opportunity within that procedure.~~

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

A permanent employee who accepts a non-permanent position as outlined in this article will retain all rights of permanent employee status until an appropriate permanent position is obtained. **A permanent employee will revert to layoff if the term ends prior to obtaining a permanent position.**

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

12.1.12 Benefits During Lay-off

An employee laid off under Article 12.1 will be considered to be on leave of absence without pay. Benefits will be available as per Article 19.6.

12.1.13 Termination

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

12.1.14 Training

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

12.2 Normal Seasonal Lay-off and Recall

12.2.1 Lay-off

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

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

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

12.2.2 Recall

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

12.2.3 Response to Recall

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

12.3 Technological Change

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

12.3.1 Reduction in Work Force

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

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

12.3.2 Consultation

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

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

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

for training and arrangements for periodic assessment of an employee's progress while in training.

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

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

12.3.3 Severance Pay

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

12.3.4 Other Applicable Clauses

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

12.4 Grievances Concerning This Article

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

15.5 ~~Compassionate Leave~~ **Special Leave of Absence Without Pay**

~~If required by the circumstances from one-half to three days of regularly scheduled work days' leave shall be granted by the Dean, Administrative Head or designate because of the death or life-threatening illness of a spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, or other person who would ordinarily be considered a member of the employee's immediate family. The meaning of spouse in this paragraph shall be according to Part 1, Section 2-1 (s) of **The Saskatchewan Employment Act.**~~

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

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

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

Notwithstanding 15.2.42, a special leave of absence without pay may be granted to an employee for good and sufficient reason. The employee shall apply to their Dean, Administrative Head or designate, indicating the reason for such leave. Applications will be assessed taking into consideration the operational needs of the unit. Requests will not be unreasonably denied.

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

15.8.2 Length of Maternity/Adoption/Parental Leave

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

~~The leave shall normally be taken within fifty-two weeks of the birth or adoption of the child. Upon 6 months written notice, the employee has the option of extending the leave without pay for a maximum of 26 weeks.~~

15.8.3 Supplementary Employment Benefits

Provided an employee has more than thirteen consecutive weeks of service with the University and they are in receipt of federal Employment Insurance Benefits, women on maternity leave, or an employee who has declared to Human Resources that the employee is the primary caregiver of the child, will receive the difference between **the standard** Employment Insurance Benefits received from the federal employment insurance program and ninety percent of the member's salary while on leave for a maximum of twenty-**six (26)** weeks, subject to the condition that the member's earnings (from Employment Insurance, earnings, and any other source) cannot exceed one hundred percent of pre-leave earnings.

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

16.4 Compensation for Non-shift Workers Working on a Holiday

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

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

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

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

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

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

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

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

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

17.1 Rate of Accumulation

~~The following provisions accrue to employees provided seniority is not broken. During the first five years of service, an employee will accumulate one and one-quarter days vacation for every month of service. At the end of five years of service, an employee will commence earning vacation leave at the rate of one and two-thirds days per month. At the end of seventeen years of service, an employee will commence earning vacation leave at the rate of two and one-twelfth days per month. At the end of twenty-three years of service, an employee will commence earning vacation at the rate of two and one-half days per month.~~

CUPE members will accrue vacation as follows provided seniority is not broken:

- **less than six years of service – fifteen days per year**
- **six years of service or more but less than eighteen years of service – twenty days per year**
- **eighteen years of service or more but less than twenty-four years of service – twenty-five days per year**
- **twenty-four years of service or more – thirty days per year**

~~Where an employee commences employment on other than the first day of the month or terminates employment on other than the last day of the month, Upon commencement and termination, the employee's vacation accrual shall be prorated based upon the days worked in the month-pay period.~~

18.2 Rate of Accumulation

Commencing the first day of employment, employees other than casual, recurring relief or student employees, shall be allowed **to accrue** without deduction in pay, ~~one and one-quarter~~ **15** days sick leave **annually**.~~for each month of service.~~

~~Where an employee commences employment on a day other than the first day of the month, s~~Sick leave accrual shall be prorated based upon the days worked in the ~~month~~ **pay period**.

18.9 Compensation from a Third Party

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

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

| | | |
|----------------------|---|----------------------------|
| Reduction of sick | | Employer |
| Leave | | supplement |
| (working days) | = | to compensation |
| <hr/> | | |
| Period of disability | | Regular monthly |
| (working days) | | salary |

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

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

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

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

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

19.3.3 Short Term Disability Plan

Each permanent employee, at the conclusion of the elimination period, shall be covered by a Short Term Disability Plan, which in the event of medically certified disability or illness which prevents the employee from working, will make payments to the employee at the conclusion of ~~ten-five~~ working days **(five working days effective April 1, 2017)** or the expiration of the employee's accumulated sick leave, whichever occurs later. Notwithstanding this, at the conclusion of 180 calendar days of absence from work because of the disability, payments from this plan shall be discontinued. (See Long Term Disability Plan).

This plan is funded by the Employer to a maximum of one-half of one percent of basic insurable earnings for employees covered.

19.3.3.1 Disability Plan for Term Employees

Term employees who are appointed for a term of at least eight months or more (or whose terms extend for a continuous period of eight months or more) and who are appointed on a half-time or more basis are eligible for the Term Disability Plan after the elimination period. In the event of medically certified disability or illness which prevents the employee from working, the plan will make payments to the employee at the conclusion of ~~ten-five~~ working days **(five working days effective April 1, 2017)** or the expiration of the employee's accumulated sick leave, whichever occurs later. Notwithstanding this, payments cease at the conclusion of the employee's appointed term.

This plan is paid for by the employees covered.

~~20.7 Video Display Terminals~~

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

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

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

23.1.1 Alternate Hours of Work

Employees except in Security Services and the Heating Plant may bank time in order to provide for time off, in accordance with the following provisions:

Employees in Security Services and the Heating Plant are covered by a current agreement between the University and the Union that provides for altered hours of work, including a twelve-hour shift schedule. In the event that the current agreement is terminated, the hours of work schedule for the Heating Plant will follow the provisions below for Trade Services, with those modifications necessary due to the demands of the Heating Plant scheduling.

Sick leave and vacation utilization is recorded consistent with Articles 17 and 18. However, a day will be considered to be eight (8) hours, and twelve (12) hours will be considered to be a day and one-half.

Subject to the General Provisions which follow, employees will work the following daily work schedule throughout the calendar year and will earn the following banked time to be taken off during the same calendar year.

Operational Services:

- Daily hours - 7 hours, 30 minutes: ~~banked time is 1.46 days per month.~~

The total for a calendar year is 17.5 days.

Applied Scientific Services, Facility Services, Trade Services:

- Daily hours - 8 hours: ~~banked time is 1.33 days per month.~~

The total for a calendar year is 16 days.

23.3 Calculation of Overtime

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

23.5 — Calculation of Part Month's Salary

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

23.6 Bilingual Bonus

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

23.7 Shift Differentials

23.7.1 All Heating Plant: rotating shift differential - ~~\$150.00~~ **\$1,800** per ~~month~~ **year**.

23.7.2 Security

Personnel who regularly work on either a rotating shift or a non-day shift will receive a ~~\$150.00~~ **\$1,800** per ~~month~~ **year** differential.

23.7.3 Heating Plant Refrigeration Papers

Heating Plant employees required to hold a valid Saskatchewan Refrigeration Certificate will be provided with a differential of ~~\$40.00~~ **\$480** per ~~month~~ **year**.

MEMORANDUM OF AGREEMENT

Central Heating Plant Ticket Premium

In recognition of the fact that the University of Regina wants to assist staff in the Central Heating Plant through proactive measures that encourage current and future staff to move forward with their education, the parties agree as follows:

1. The University of Regina will implement a ticket premium that will be applied as follows to staff under the current compensation model effective the first of the month following the signing date:
 - Boiler Operators with a 4th class ticket would be paid a ~~monthly~~ **annual** salary as per the compensation model.
 - Boiler Operators with, or upon receipt of, a 3rd class ticket would be paid a monthly an annual salary plus a ticket premium of \$6.00 per hour.
 - Boiler Operators who complete their 2nd class ticket would be converted to Shift Engineers and be paid a monthly an annual salary equal to the hiring rate in effect for Shift Engineers as per the compensation model, plus any applicable market supplement.
 - Shift Engineers with, or upon receipt of, a 1st class ticket would be paid their monthly annual salary and a ticket premium of \$6.00 per hour, plus any applicable market supplement.

~~Monthly~~ **Annual** salary is subject to ~~annual~~ increments and negotiated adjustments, limited to the maximum of the range. Supplements and premiums are in addition to ~~monthly~~ **annual** salary and not subject to range maximums.

Memorandum of Agreement

between

the University of Regina

and

CUPE Local 5791 ("CUPE")

Article 15.8.3 – Supplementary Employment Benefits

The federal government has made amendments to the rules governing parental leave. Parents can choose to receive parental benefits over a period of 12 months at the current benefit rate or up to 18 months at a lower benefit rate.

The parties agree that, provided the CUPE member is in receipt of employment insurance benefits, Supplementary Employment Benefits (SEB) as outlined in Article 15.8.3 will be provided based on the standard parental benefit rate, regardless of the duration of the leave. The level of SEB will not increase should a CUPE member choose extended parental benefits.

There are two options available for receiving federal EI parental benefits:

1. *Standard parental benefits* can be paid for a maximum of 35 weeks at a weekly benefit rate of 55 percent of the claimant's average weekly insurable earnings, up to a maximum amount. For 2018, claimants can receive a maximum amount of \$547 per week for up to 35 weeks.
2. *Extended parental benefits* can be paid for a maximum of 61 weeks at a weekly benefit rate of 33 percent of the claimant's average weekly insurable earnings, up to a maximum amount. For 2018, claimants can receive a maximum amount of \$328 per week for up to 61 weeks.