



University
of Regina



Collective Agreement 2018 – 2021

Between the University of Regina
and the
University Employees' Union
Local 5791
Canadian Union of Public Employees

University of Regina

Questions concerning this Collective Agreement should
be referred to:
HUMAN RESOURCES at 585-4163
CUPE 5791 at 585-4898

**Bold type indicates where changes have been made to
the previous Collective Agreement.**

THIS AGREEMENT IS MADE IN DUPLICATE
BETWEEN

THE UNIVERSITY OF REGINA
hereinafter referred to as the Employer
OF THE FIRST PART

-and-

THE UNIVERSITY EMPLOYEES' UNION
LOCAL 5791, C.U.P.E.
being a chartered local union of the
Canadian Union of Public Employees,
hereinafter referred to as the Union
OF THE SECOND PART

In consideration of the maintenance of harmonious relations and settled conditions of employment, and recognizing the mutual value of joint discussions and negotiations on all matters pertaining to working conditions, hours of work and scales of wages and the need for the successful operation of the University as a public institution designated to promote higher education, the parties to this agreement do hereby enter into, ordain, establish and agree to the following terms:

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ARTICLE 1 - SCOPE

1.1 Scope

The University recognizes the C.U.P.E. Local 5791 as the exclusive bargaining agent of the members of the bargaining unit as defined by order of the Saskatchewan Labour Relations Board or as may be amended from time to time by the said Board or by mutual agreement of the parties to this Agreement.

1.2 Definition of Employee

Employees are hereby defined as those persons whose engagements, terms of employment, promotions and dismissals are set, determined and governed by the Employer. The word "employee" or "employees" where used hereinafter shall mean any person or persons defined and covered by this Agreement. Employees are entitled to all rights and benefits of this Agreement unless otherwise limited.

1.3 Plural Terms and Gender

Whenever the singular masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context so requires.

1.4 Types of Employees

1.4.1 Permanent Employees:

- (a) A permanent full-time employee is any employee who is appointed to a permanent position and works the regular hours of work as per Article 23.1 and who has successfully completed the required probation period.
- (b) A permanent part-time employee is any employee who is appointed to a permanent position and works less than the regular hours of work as per Article 23.1 and who has successfully completed the required probation period.
- (c) A seasonal employee is any employee who is appointed to a permanent position subject to layoff and suspension of benefits because it is seasonal or cyclical in nature and who has successfully completed the required probationary period.

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 for 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 **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 > 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 and 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	Salary	Salary	Hourly	Hourly	Hourly/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 Consideration for P/T	No	No	n/a
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

ARTICLE 2 - MANAGEMENT

- 2.1 The management of the University and the direction of the working force is vested exclusively in the University except as limited by the terms of this Agreement.
- 2.2 The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 3 - UNION RECOGNITION

3.1 Bargaining Agent

The Employer recognizes, for all of its employees covered by this Agreement, C.U.P.E. Local 5791 as the sole and exclusive collective bargaining agent and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, aiming toward a peaceful and amicable settlement of any difference that may arise between the parties to this Agreement.

3.2 Work of the Bargaining Unit

Employees of the University whose jobs are not in the Bargaining Unit shall not regularly work on any jobs which are included in the Bargaining Unit unless mutually agreed upon by the parties to this Agreement.

3.3 No Other Agreements

No employee(s) shall be required or permitted to make a written or verbal agreement with the Employer or the Employer's representatives which may conflict with the terms of this Collective Agreement. In order that this may be carried out, the Union will supply the Employer with the names of its officers and stewards, and the Employer will supply at any time it is requested in regard to any employee, or group of employees, the names of the supervisory personnel and their functional responsibilities.

3.4 Representative of C.U.P.E.

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

Such representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of grievances. Arrangement for such access will be made through Human Resources.

ARTICLE 4 - UNION SECURITY

4.1 Union Membership

All employees who are now, or hereafter become, members of the Union shall maintain their membership in the Union as a condition of their employment, and all new employees whose employment commences hereafter shall, within twenty calendar days after the commencement of their employment, apply for and maintain membership in the Union as a condition of their employment.

The Employer will direct all new employees to the Union Office as part of the normal enrollment procedure.

4.2 Deduction of Union Dues

The Employer shall deduct, as a condition of employment of the employees who are members or who become members of the Union, initiation fees, dues, and such other assessments as the Union may direct in writing through its Secretary-Treasurer, from the first pay cheque due in each month from each such employee and remit the same prior to the tenth day of the month following the calendar month in which such deduction is made, to the Secretary-Treasurer of the Union, accompanied by a list of names of all employees for and on behalf of whom such deductions, whether initiation fees, dues or assessments were made, and for what months the individual deductions were made.

4.3 Monthly Statements

Monthly statements shall also be forwarded to the Secretary-Treasurer of the Union showing the names of all new employees covered by this Agreement hired during the month, and the date they were employed; also the names of all employees covered by this Agreement who have left the employ of the Employer during the month and the date of severance.

The Employer agrees to provide the Union with a list of permanent and term employees in the bargaining unit, as of August 1 and February 1 each year, indicating names, classifications, and departments.

Additionally, as of August 1 and February 1 each year, and subject to the Union executing and complying with the Confidentiality, Disclosure and Restricted Use Agreement dated as of the date of this Agreement, the Employer will provide the Union with the home mailing address and home phone number of each employee in the bargaining unit.

4.4 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with the union security and dues checkoff.

4.5 Interviewing Opportunity

Each new employee will be given the opportunity during the first month of employment, within regular working hours, of visiting the Union Office or meeting with the Shop Steward for the purpose of joining the Union and becoming acquainted with the rights and responsibilities of membership. Such absence from the work place will be reasonably brief and taken at a time convenient to both the employee and the supervisor.

4.6 Dues Receipts

At the time that Income Tax (T4) slips are made available the employer shall include information on the amount of union dues paid by each union member in the previous year that is deductible for income tax purposes, subject to receipt of certification satisfactory to Canada Revenue Agency.

4.7 Time Off for Union Meetings

The Employer agrees to hold discussions with the Union concerning time off for employees to attend Union meetings.

4.8 Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that it will not reduce pay or benefits or lay off any employees (during the usual period of active employment) or permanent employees in order to contract out the duties normally performed by members of the bargaining unit; nor will the Employer replace laid off permanent employees by contracting out the work which they would normally perform.

Employees that are laid off will be subject to layoff provisions in Article 12.

At the request of either party, the Employer will convene a special meeting of the Union-Management Committee, in accordance with Article 5, to discuss issues of mutual concern related to contracting out.

4.9 Crossing Picket Lines During a Strike and Handling Goods

An employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute or to refuse to handle goods, commodities or products of another employer who is involved in a labour dispute with that employer's employees, provided by so doing, it does not result in property damage to the University.

This refusal shall not be grounds for disciplinary action, but if the refusal results in the employee(s) not being able to perform their normal duties and other work is not available, the employee(s) may immediately be taken off payroll until once again able to perform their normal duties.

ARTICLE 5 - JOINT CONSULTATION

5.1 Union-Management Committee

There shall be an Employer Union Management Committee consisting of representatives from the Union and representatives from management for the purpose of resolving difficulties and promoting harmonious relationships.

5.2 Purpose of Meetings

5.2.1 The purpose of such meetings shall be to discuss and settle, if possible, matters of mutual concern. In matters which are personal or particularly sensitive, strict confidentiality shall be maintained.

Such discussions shall not include grievances and changes to the collective agreement.

5.2.2 In addition to the foregoing, implementation of arbitration awards and court decisions relating thereto will be discussed at the request of either party.

5.3 Meetings

In the event either party wishes to call a committee meeting, the meeting shall be held at a time and place fixed by mutual agreement. All items proposed by either party shall be included in the agenda.

5.4 Exchange of Information

The Employer and the Union agree to exchange at the request of either party, information which is not confidential, is readily available and pertains to a subject under discussion between the parties. The parties agree that information exchanged under this article will be used for purposes consistent with the administration of the collective agreement and that appropriate measures will be taken to ensure that confidentiality is maintained.

ARTICLE 6 - USE OF EMPLOYER'S PREMISES

6.1 Union Office Space

The Employer agrees to provide the Union with reasonable office space on the premises. However, the Employer reserves the right, in the event of a work stoppage, to require the Union to vacate such premises on campus within twenty-four hours. The Union shall return to its former premises immediately after the work stoppage is over. The privacy of Union information will be closely maintained and the Union will be able to arrange access to its former premises for the purpose of removing its property by contacting Human Resources.

6.2 Space for Meetings

The Employer agrees to allow the Union to hold meetings and educational functions and to conduct Union business at the Employer's premises. The Employer will make space available for such functions subject to normal scheduling restrictions.

6.3 Bulletin Boards

The Employer shall provide union bulletin boards as follows: Library, College Avenue Campus, Education, College West, Classroom, and Language Building

The Union shall have the right to post notices of meetings and such other notices as may be of interest to its members.

The Union will not otherwise post any notices on the Employer's premises without prior written permission from the Dean, Administrative Head or designate.

ARTICLE 7 - NO DISCRIMINATION

7.1 There shall be no discrimination with respect to any employee as provided in the Saskatchewan Human Rights Code (including gender identity) or *The Saskatchewan Employment Act*.

ARTICLE 8 - VACANCIES AND PROMOTION

The parties to this agreement are committed to the principles of diversity and agree to advocate for employment opportunities consistent with the representative workforce strategies of the parties.

8.1 Posting

All vacant positions, excluding positions defined under Article 1.4.2(c) or 1.4.2(d) or terms of less than four months, will be posted for a period of at least seven days.

Such posting shall contain the following information: nature of position, qualifications, shift, and wage or salary rate or range. Such qualifications shall not be established or amended in an unreasonable manner.

Apprenticeship positions will be posted as open positions available for public competition. Positions filled externally shall be filled through appointment of the most suitable applicant.

The University may post and fill as permanent the position of any employee who has been absent due to disability for greater than 40 months or where it is clearly medically evident the employee will not be returning to the position. In the event an employee is able to return to work, the provisions of Article 12.1 shall apply.

8.2 Bidding on Vacant Positions

8.2.1 Permanent, term and recurring relief employees (see Article 1.4) have bidding rights after the completion of the probationary period.

Such employees may bid on posted positions by completing the required application form within seven days of the date the position is posted.

The Union will be provided with a listing of all internal candidates for each posted position.

Positions may be advertised externally simultaneously with internal postings, however, internal applicants will be given first consideration.

Employees on vacation, or approved leaves of absence, may apply by proxy by having their Shop Steward or fellow employee submit an application on their behalf. Assuming that consideration of the application will not result in a delay in filling the position, this application will be given the same consideration as any other legitimate application. Information will be included on the application as to where the employee may be contacted to arrange for an interview. The Employer will not be responsible for any costs incurred in any employee's efforts to comply with this clause.

8.2.2 Consideration of Casual and Student Employees

Casual and student applications will be forwarded to the hiring manager for consideration along with the external applicants. The best qualified candidate will be chosen.

8.3 Notice of Results

The Employer agrees to make every effort to fill positions and notify applicants as expeditiously as possible following the posting period.

Employees applying for transfer will be advised in writing of the result of their applications by the Employer, within seven days after the vacancy is filled, or the competition cancelled.

8.4 Basis for Selection

Apprenticeship positions will be filled on the basis of the skill, ability and qualifications of the applicants. Where these factors are relatively equal, the Employer will select the most senior applicant.

Vacancies in all other positions shall be filled through appointment on the basis of greatest seniority, required qualifications and efficiency demonstrated in the applicant's current or previous position(s) with the Employer.

Efficiency demonstrated shall be as documented in the employee's file. An employee shall be deemed as demonstrating satisfactory performance if there is no documentation to indicate otherwise.

If there is not a qualified internal applicant, the Employer will consider, on the same basis as outlined above, the applications of employees who are close to possessing the required qualifications before considering any external candidate. If an appointment is made of an applicant who does not possess the required qualification(s) of the position, the Employer may, as a condition of appointment, require that the applicant obtain the qualification(s) within a specific time limit.

8.5 Reversion Rights in a Term Position

An employee who has completed their probationary period may bid on a posted term position and will be given consideration in accordance with Article 8.4. A permanent employee filling a posted term position will continue to be a permanent employee and will be entitled to all contract rights and benefits, including benefit plans. Permanent employees will apply to their Dean, Administrative Head or Designate for a leave of absence for the length of the term appointment. Applications will be assessed taking into consideration the operational needs of the unit. A decision on such a request will be provided prior to the employee making a decision to accept the term appointment. Requests for leave will not be unreasonably denied.

A permanent employee filling a posted term position shall maintain reversion rights to their prior permanent position for up to twelve (12) months in the term position. Reversion rights may be extended by mutual agreement. Beyond that period, when the posted term position is discontinued, a permanent employee holding the position will have the protection of Article 12.1.

- 8.6 If the Employer reasonably expects the term position may become permanent, it shall be posted as "Term, possibly becoming permanent." If this phrase appears on the original posting, the Employer shall not be required to repost the position if it subsequently becomes permanent.

8.7 On-The-Job Training

At the request of an employee and with the agreement of the Dean, Administrative Head or designate, arrangements may be made for on-the-job training conditional on no disruption of the performance of the duties of any positions affected.

Length of service in the work unit will be one of the factors considered in scheduling the training. This may be on the employer's time or arrangements can be made to allow access to the facilities of the workplace on the employee's time. (Written permission for this must be secured).

8.8 Job-Sharing

- 8.8.1 The position to be shared is a full-time permanent position being shared equally by two employees.
- 8.8.2 If agreement is reached between the parties that job-sharing will take place, only the vacant portion of the position to be shared will be posted.
- 8.8.3 All employee benefit plans will be available to the incumbents of job-sharing positions who meet the eligibility requirements. These will be pro-rated for the portion of employment with the exception of the Dental Plan and the Extended Health Care Plan. Holiday benefits will be determined at the outset of any job-sharing arrangement and must be planned in advance for on-going job-sharing. Participants in job-sharing arrangements will not be eligible for alternate hours of work arrangements unless agreed to by the parties.
- 8.8.4 If a long-term absence occurs due to illness, maternity leave, or other approved leave of absence, the other employee may cover the period of absence. If this is not acceptable to the other employee, then the vacancy may be filled on a term basis.
- 8.8.5 If either employee wishes to return to full-time employment at a time when the other portion of the job-sharing position is not vacant, the individual must apply for and be the successful applicant for a posted position.
- 8.8.6 If the original incumbent vacates the position, it will be posted as a full-time position. This shall not preclude the successful applicant from requesting a job-share agreement. If the other job-sharing partner vacates the position, it may revert to full-time or may be posted for another job-sharer as requested by the original incumbent. The foregoing shall not preclude the Employer from deciding that part or all of the position will not be filled.

The Dean, Administrative Head or designate may terminate the job-sharing arrangement with ninety days' notice. In the event an employee is displaced by changes in a job-share, seniority will be a factor in determining the priority of placement in any available position in the department. Employees who are not placed will be subject to the conditions of a layoff. In this situation, the Employer is not obligated to extend special considerations such as an employee's interest in part-time work.

The above provisions apply to all job-sharing commencing after the effective date of this agreement. Job-sharing agreements in effect prior to this date will be subject to the agreement that prevailed at that time.

ARTICLE 9 - PROBATIONARY AND ASSESSMENT PERIOD

9.1 Probationary Period

All appointees (except for casual and student employees) shall be on probation for a period of six months from the date of commencing duties in a position. During the probationary period, an appointee shall be entitled to all applicable rights and benefits of this agreement, except a probationary employee may be discharged for unsuitability.

9.1.1 At the discretion of the Employer, the probationary period may be extended by the cumulative length of any period(s) of absence from work for more than five consecutive days. In the event this happens, the employee and the Union will be notified prior to the extension.

9.1.2 In addition to the above:

- a) This probationary period may also be extended where it is not yet clear that the employee is suitable for the position. The extension may be for a period of up to three months if mutually agreed to by the parties to this agreement; or
- b) In special circumstances relating to the cyclical nature of a position, this probationary period may be extended for an additional period of three months. A longer period of extension may apply if mutually agreed to by the parties to this agreement.

- 9.1.3 Term employees, who successfully bid into the same position on a permanent basis, must complete the balance of their probationary period.
- 9.1.4 When employees are reappointed to the same position after a break in service of sixty (60) days or less, the Employer will agree to waive the probationary period if the employee had previously passed a probationary period in the same position.

9.2 Assessment Period

A permanent employee who is placed, bumped, is recalled or accepts a transfer or promotion shall be appointed subject to an assessment period of six months, during which time performance will be appraised. Such appraisals will be discussed with the employee.

A Recurring Relief or Term employee who accepts a transfer or promotion and who has previously completed a probationary period shall be appointed subject to an assessment period of six months, during which time performance will be appraised. Such appraisals will be discussed with the employee.

At the discretion of the employer, the assessment period may be extended by the cumulative length of any period(s) of absence from work for more than five consecutive days. The assessment period may be extended for a period up to three months by mutual agreement of the employer and the union. In special circumstances relating to the cyclical nature of a position, the assessment period may be extended for an additional period of three months. A longer period of extension may apply if mutually agreed to by the parties to this agreement. The employee will be notified of any extension(s).

In the case of a permanent employee, at the end of the assessment period, if the employee has not performed satisfactorily, or at any time during the period when it becomes clearly evident that the employee does not meet performance expectations, the employee shall be returned to their former status (either layoff or position and salary), subject to any increment which normally would have been received had the employee remained in that position. During the assessment period, an employee may return voluntarily to the employee's former status (either layoff or position) without any penalty. The employee will give at least two weeks' notice of his or her intention to return to the former position.

Notwithstanding the above, an employee who reverts during an assessment period shall always have the right to revert to their former status (either layoff or position occupied) which may, in turn, displace an employee who has completed a probationary or assessment period, and this displaced employee also shall have the right to revert or to be laid off as appropriate.

In the event an employee's former position has been eliminated, a reverting employee shall be dealt with under Article 12.

In the case of a non-permanent employee, at the end of the assessment period, if the employee has not performed satisfactorily, or at any time during the period when it becomes clearly evident that the employee does not meet performance expectations, employment will be terminated.

9.3 Employee Medical Examinations

Newly hired employees who are eligible to enroll in the benefit plans may be required to undergo a medical examination prior to the completion of their probationary periods. Normally this examination will be conducted by a doctor chosen by the Employer and at the Employer's expense. However, the employee will have the option of having the examination conducted by a doctor chosen by the employee and at the employee's expense. The examination conducted by the employee's doctor will be done in accordance with a form supplied by the Employer. In addition, the Employer reserves the right to request a second opinion by a doctor of its choice at its expense.

ARTICLE 10 - SENIORITY

10.1 Seniority Defined

Seniority is defined as the length of employment from the last date of hire into the bargaining unit, subject to Article 10.3.

Seniority shall operate on a bargaining unit wide basis. Seniority is a factor in determining promotions, transfers, demotions, layoffs and recall except as otherwise noted.

10.2 Transfer of Employment

An employee from the CUPE bargaining unit at the University of Saskatchewan who obtains a position in the CUPE bargaining unit at the University of Regina within thirty days of leaving the previous bargaining unit shall, at the date of commencing the latter employment, be credited with the total seniority with which the employee was credited in the previous bargaining unit.

10.3 Loss of Seniority

An employee shall not lose seniority rights if absent from work because of sickness, accident, or leave of absence approved by the Employer.

An employee shall lose seniority rights in the event of:

- 10.3.1 Discharge without reinstatement;
- 10.3.2 Resignation from the University effective from the date of termination. An employee may withdraw a resignation up to the end of the working day following the day the resignation is submitted;
- 10.3.3 Failure to return to work within **seven** calendar days following a recall and after being notified by registered mail or other appropriate notification to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the employer informed of the employee's current address. An employee recalled for casual work or employment of short duration at a time when employed elsewhere shall not lose recall rights for refusal to return to work. If an employee is not returning to work that employee shall so notify the Employer and the Union in writing as soon as possible;
- 10.3.4 Retirement effective the date of retirement;
- 10.3.5 Layoff for a period exceeding twelve months;
- 10.3.6 A break in employment in excess of sixty (60) days for non-permanent employees.

An employee who is absent from work without the approval of the Dean or Administrative Head shall, after five consecutive working days of such unauthorized absence, be considered to have abandoned the employee's position and will be considered to have resigned unless it is subsequently shown by the employee that special circumstances prevented the employee from reporting to work.

10.4 Seniority; Adjustment of

If leave is taken to accept other gainful employment, the Union reserves the right to adjust the employee's seniority date.

10.5 Seniority Rosters

The Employer agrees to prepare and post in January of each year in places accessible to all employees a seniority roster for all employees eligible to accumulate seniority.

10.6 Correction of Seniority Roster

On presentation by an employee or the Union of proof of error in the roster, a correction shall be made immediately and recorded on a supplementary sheet.

10.7 Seniority Roster to Union

A copy of the roster shall be forwarded to the Union.

ARTICLE 11 - COMPENSATION

11.1 Wage Ranges

All positions within the Union are compensated within the wage ranges attached in Appendix 1. The establishment of wage ranges shall be the subject of negotiation and agreement between the Employer and the Union.

11.2 Placement and Review of Positions

Placement and review of positions will be determined according to the following procedure:

11.2.1 New Positions

New positions within the scope of CUPE 5791 will be placed in a family and phase by Human Resources based on the criteria set out in the job placement manual. Any employee who believes the position has been inappropriately placed may request a review in accordance with Article 11.2.2.

11.2.2 Review of Position Job Family and/or Phase

Any employee and/or supervisor/manager, Dean, Administrative Head or designate, who believes a position has significantly changed and the current placement no longer accurately reflects the position, may request a review. The review can occur only once per 12 month period and will be conducted by Human Resources. Human Resources shall provide a written decision within 30 calendar days of receipt of the review request.

11.2.3 Adjustments through Promotion, Transfer or Review

If an employee transfers into a different position in the same phase of any job family, their wage rate remains unchanged. If an employee applies for and obtains a position in a lower phase of any job family, the employee will be appointed to the wage rates for the family and phase.

If an employee is promoted or reclassified into a higher phase or their position review results in a placement into a higher phase, their base wage shall be within the new wage range.

- If any employee's current wage is below the minimum of the new phase, their wage will be adjusted to the minimum of the new phase, but will not be less than 8%.
- If the employee's current wage is within the new wage range, there will be a pay increase equal to 8% of the employee's base wage, subject to the maximum of the new range.
- If the employee's current wage is above the new wage range, the wage will be red-circled.

Employees will be informed of any change by Human Resources.

Adjustments as a result of the review will be effective to the first of the month closest to the date the request for review was received by Human Resources.

11.2.4 Appeal of Position Review Decisions

Either party may request an appeal within 30 calendar days of receipt of the written decision by Human Resources. The Joint Appeal Committee (consisting of two CUPE and two Management representatives appointed by the parties) will review these requests and render a decision. All appeal decisions are final and not subject to the grievance procedure. In the event the Joint Appeal Committee does not reach consensus, the parties will seek the assistance of a mutually agreed to and paid for third party expert whose decision shall be final and binding. A position which has been the subject of an appeal may not be the subject of another review (and appeal) until twelve months have elapsed since the appeal decision was rendered.

Any wage adjustment will be retroactive to the first of the month closest to the date the request for review was received by Human Resources. Notwithstanding the above, no employee will have a reduction in base wage as a result of this process.

11.3 Increment

11.3.1 Subject to this Article 11.3, two percent (2%) increments up to a maximum of the wage range are provided annually (effective January 1) to recognize growth in proficiency and a satisfactory level of performance to employees with greater than one year of continuous service. Employees with less than one year of continuous service will be eligible for a prorated increment on the basis of the number of days by which their employment precedes January 1.

11.3.2 Employees' performance will be evaluated on an annual basis.

- 11.3.3 If an employee's performance is considered unsatisfactory the 2% increment will be withheld. An employee's performance may only be rated as unsatisfactory if the employee fails to meet communicated performance expectations.
- 11.3.4 A disciplinary record, where a penalty has already been imposed, will not itself be a basis for an unsatisfactory performance rating.
- 11.3.5 An employee may grieve the withholding of an increment on the basis of unsatisfactory performance in the preceding year. The provisions of Article 14 will apply to such dispute with the exception of Articles 14.2 and 14.3.

11.4 Market Adjustments

An employee, group of employees or the appropriate Dean, Administrative Head or designate may put forward a proposal for market adjustments provided they can produce evidence that the position warrants an adjustment. Where the proposal is made by an employee or a group of employees, a recommendation from the Dean, Administrative Head or designate is required. A proposal can be submitted only once per 12 month period.

The determination and payment of market adjustments is the sole responsibility of the Employer.

On July 1 of each year the Employer will provide to the Union a list of those employees who are receiving market adjustments. In the event a new market adjustment is warranted or the Employer has reason to change or eliminate an existing market adjustment the Employer will notify the Union one (1) month in advance of this change being implemented.

Market adjustments will continue to be paid as long as they are determined by the University as necessary.

Market adjustments will not form part of base wages, but will be eligible for inclusion in pension and benefit calculations.

After a market adjustment has been in place for three (3) consecutive years, should it be determined as no longer necessary, this adjustment shall be incorporated into the base wage for that position.

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 **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 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.

ARTICLE 12 - LAYOFF AND RECALL

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.

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.

12.1.3 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 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.** If the employee refuses this job, they **must** indicate in writing to Human Resources, **and will be laid off as per Article 12.1.7.**

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 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 12.1.4, the Employer and the Union may agree on another arrangement for a bumping situation.

12.1.5 Assisted Early Retirement

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. **The retirement date must be within sixty days following the date of the notice of position elimination.**

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

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.

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 **through the bumping process, refuses to accept a bump option**, or 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 **seven** days in which to respond.

12.1.10 Response to Recall

A laid off employee has the right to refuse **up to two offers of recall**.

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 Status During 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 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 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 **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.

ARTICLE 13 - DISCIPLINE

- 13.1 An employee accused of misconduct will have the protection of due process provided in this collective agreement until such alleged misconduct is determined.

In the case of discharge or discipline, the burden of proof of just cause shall rest with the Employer. Evidence presented shall pertain only to the grounds stated in the discharge or discipline notice to the employee.

- 13.2 The Employer endorses the concept of progressive discipline in situations of poor performance. However, the Employer reserves the right to use any disciplinary action deemed appropriate, regardless of the order of the following clauses.

13.3 Reprimand

If an employee is formally reprimanded concerning unacceptable conduct or performance, it will be done with the Shop Steward present. When a disciplinary meeting has occurred, a written notice including particulars of the work performance or behaviour which led to such dissatisfaction shall within ten working days of the reprimand be forwarded to the employee, with copies to the Union and Human Resources.

If the employee is unavailable for this disciplinary meeting, the Employer will notify the employee and the Union of the reprimand in writing.

If neither of these procedures has been followed, the reprimand may not be used against the employee in a warning or dismissal procedure. An employee may respond in writing to the reprimand, and such response will become part of the employee's record. Reprimands issued in accordance with Article 13.3 will be removed from the employee's file after two years of subsequent active employment during which no formal disciplinary action is taken.

13.4 Written Warning

An employee whose services are unsatisfactory shall be given written warning in the presence of the Shop Steward and the Chair of the Grievance Committee and a copy of the written warning will be forwarded to the Union.

If the employee is unavailable for this disciplinary meeting, the Employer will notify the employee and the Union of the written warning in writing.

The Union will be notified of the issuing of a written warning forty-eight hours (two working days) in advance of the warning being given to the employee.

From the date the written warning is given, the employee shall be given a period of thirty calendar days in which to achieve a satisfactory standard. The Union has the right to investigate from the date this warning is given. From the expiration of the thirty day period, the Employer shall have seven calendar days in which to consider the employee's standard of performance during the trial period. The employee shall, within the seven day period, receive notice in writing, with a copy to the Union, that either (a) the employee's services during the thirty day period were considered satisfactory, or (b) the employee's performance was considered

unsatisfactory and that the employee is suspended.

From the date an employee is suspended, seven calendar days shall be allowed for Union investigation. Upon the expiration of seven days, the suspension will become a dismissal unless a grievance is filed by the Union. If the grievance is upheld or the written warning is withdrawn, the employee will be reinstated and will suffer no loss of pay for the period suspended and the written warning will be removed from the employee's file. A written warning and related follow-up issued in accordance with this clause will be removed from the employee's file after four years of subsequent active employment during which no formal disciplinary action is taken.

13.5 Suspension

The Employer reserves the right to suspend an employee for just cause for a period of up to one month. A Shop Steward or other Union representative shall be present when the employee is notified of the suspension. Confirmation of the action taken by the Employer will be conveyed to the employee in writing by Human Resources as soon as possible, with a copy of the letter to the Union. If the Union considers the action unjustified, it shall have, from the date the suspension begins or the notice is received by the Union, whichever is later, fourteen days in which to file a grievance. Letters will be removed from the employee's file after four years of subsequent active employment during which no formal disciplinary action is taken.

If the employee is unavailable for this disciplinary meeting, the Employer will notify the employee and the Union of the suspension in writing.

13.6 Dismissal

The Employer reserves the right to dismiss any employee for just cause. A Shop Steward or other Union representative shall be present when the employee is notified of the dismissal. The employee shall be suspended for seven calendar days during which time the Union shall have an opportunity to investigate the circumstances and state its case.

If the employee is unavailable for this disciplinary meeting, the Employer will notify the employee and the Union of the dismissal in writing.

On request, the Union will be given an additional period of seven calendar days for investigation purposes. Unless a grievance is presented to the Employer within the seven or fourteen day period, the employee will be dismissed. If no just cause has been proved, the employee shall be reinstated without loss of pay. Confirmation of the action taken by the Employer will be conveyed to the employee in writing by Human Resources. A copy of the letter will be sent to the Union Office.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 Definition

A grievance is a difference between the parties or any person bound by this Agreement concerning its application, interpretation, operation or alleged violation. It is understood that the parties may have the assistance of Human Resources or the Canadian Union of Public Employees, as the case may be, at any point in this procedure.

14.2 Administrative Grievance

Grievances involving interpretation or administration of the Collective Agreement signed by a duly authorized Union official and not involving a specific individual, and grievances by a group of employees, shall be taken directly to Stage 2 of the following procedure.

14.3 Representation

The Steward or Union representative shall assist any employee(s) in preparing and presenting a grievance pursuant to the procedure set forth herein.

When presenting grievances at Stage 1 or 2, two (2) members of its Grievance Committee and the grievor, if the grievor chooses to attend, shall suffer no loss of pay for attendance at such meeting with the Employer.

14.4 Permission to Leave Work

The Union recognizes that each Steward or a designated Union representative is employed full time by the Employer and that such a person will not leave work during working hours without permission in order to perform duties under this Agreement. Such permission will not be unduly withheld and the Steward or designated Union representative will not be hindered, coerced, restrained or interfered with while investigating a grievance or presenting an adjustment as provided in this Agreement.

14.5 Stage 1

14.5.1 The Union shall refer written grievances to the appropriate Dean, Administrative Head or designate with a copy to Human Resources within thirty (30) days of when the grievor or the Union knew or reasonably ought to have known of the alleged infraction, except as provided for in Article 13. Grievances submitted outside this time limit shall not be accepted.

14.5.2 At the time of filing the grievance, the Union may request a meeting to discuss the grievance with the appropriate Dean, Administrative Head or designate.

14.5.3 The Dean, Administrative Head or designate, in consultation with Human Resources, will render a written decision within thirty (30) days of receiving the grievance or within thirty (30) days of the date of a meeting held pursuant to 14.5.2, as the case may be.

14.6 Stage 2

Failing resolution at Stage 1, the Union may, within thirty (30) calendar days of the written decision at Stage 1, refer the written grievance to the senior University HR Officer or designate.

The parties shall meet to discuss the grievance at Stage 2 within thirty (30) calendar days of the referral and the Employer shall render a written decision within thirty (30) calendar days of the Stage 2 meeting.

14.7 Stage 3 - Arbitration

14.7.1 Time Limit

In the event that any grievance or matter in dispute has not been settled through the procedure outlined above, either party may, within fifteen (15) calendar days, submit the grievance or matter in dispute to an Arbitration Board in accordance with this Article.

It is agreed that time is of the essence in reaching a just conclusion to the grievance and arbitration process and, therefore, both parties agree that they will do everything possible to ensure that the selection of the Board and the arbitration proceeds as quickly as possible.

14.7.2 Composition of the Board

The Arbitration Board shall consist of three members. One shall be named by the Employer and one named by the Union. The parties to the agreement shall endeavour to agree on a third member who shall act as Chair of the Board. Each of the parties to this Agreement shall have their respective Board member selected and made known to each other within fifteen (15) calendar days of notice being given by either party for the establishment of the Board.

14.7.3 Selection of the Chair

The two parties shall endeavour to agree on the selection of a Chair within thirty (30) calendar days of the notification of the grievance being submitted for arbitration. In the event of their failure to agree on a Chair within the time prescribed, they shall notify the Minister of Labour for the Province of Saskatchewan, who shall be asked to name a Chair.

14.7.4 Hearing

The Board, having been formed by the above procedure, shall meet, hear the evidence of both parties, and render a decision within sixty (60) days from the completion of taking evidence. The decision of the majority of the Board on the matter at issue shall be final and binding on both parties, but the board shall not be empowered to add to, subtract from, alter or amend the Collective Agreement in any way.

14.7.5 Time Deficiencies

Any Board of Arbitration established pursuant to the grievance procedure shall have the power to hear any arguments as to whether, in order to avoid consideration of substantive issues, time limits set forth in the grievance procedure have been unreasonably enforced. The Board may decide to deal with the case placed before it, despite such minor time deficiencies.

14.7.6 Disciplinary Action

The Board shall have the power to dispose of any grievance involving dismissal or disciplinary action by any arrangement which it deems just and equitable.

14.7.7 Expenses

The fees and expenses of the Chair shall be shared equally between the parties. Each party shall be responsible for their costs, fees and expenses of witnesses and those of its Board member.

14.8 General

14.8.1 Union May Institute Grievances

The Union and its representative have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Stage 1.

14.8.2 Facilities for Grievances

The Employer shall provide appropriate space for grievance meetings.

14.8.3 Grievances Dealt with During Working Hours

As far as practicable, all grievances will be dealt with during working hours, and no employee or employees, who are representatives of the Union, will suffer loss of pay by reason of time spent in discussing grievances with the representatives of the Employer.

14.8.4 Copies of Documents

In the event of a grievance or a disciplinary action, the Employer agrees, upon request, to provide the Union with copies of all documents which the Employer intends to use in regard to the specific grievance or disciplinary action.

14.8.5 Amended Time Limits

Any of the time limits specified for the grievance or arbitration procedure may be amended or waived by mutual agreement of the Parties.

ARTICLE 15 - LEAVES OF ABSENCE

15.1 Union Leave

15.1.1 Leave for Joint Union-Management Meetings

The Employer agrees that members representing CUPE Local 5791 will be granted leave with pay for attending CUPE meetings of the following joint committees where applicable:

- Joint Relations Committee
- Grievance meetings with Employer representatives (includes Union representatives and grievor pursuant to Article 14)
- Joint Health and Safety meetings
- Non-academic Benefits Committee
- Negotiating Committee meetings with Employer representatives
- Parking Committee, and
- Other joint union-management committees

Such leaves may affect Employer operations and, therefore, the participant will notify the supervisor or director in advance.

15.1.2 Casual Union Leave

The Employer agrees that leave of absence with pay and benefits (subject to the Union providing full funding to the Employer) shall be given to any designated employee(s) for union business, such leave of absence to be granted for a period not exceeding six months as the union requests in writing. Requests for such leave shall be made in writing.

A response to the request will be conveyed within 48 hours of receipt, except in the case of leave for one week or longer, in which case a response will be conveyed within seven working days of when the written request has been received by the head of the department.

An employee on such leave shall return to the former position and salary, subject to any general increases.

15.1.3 Leave to Hold Full Time Union Position

15.1.3.1 Elected Position

An employee shall, upon application at least thirty (30) days in advance (more where possible), be granted leave of absence without pay to hold a full-time elected Union office. The leave may be extended as long as the employee holds that position, and with the provision that the employee gives thirty (30) days' notice of return to work.

15.1.3.2 Selected Position

An employee who is selected for a full-time union position shall, upon application at least thirty (30) days in advance (more where possible), be granted leave of absence without pay for a period of up to one year. With the mutual agreement of the union and the employer, the leave may be extended by giving at least thirty (30) days' notice.

15.2 **Compassionate and** Compassionate Care 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.

- 15.2.3 An employee on leave per 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.

15.3 Leave for Jury Duty

When a permanent or term employee is summoned for jury duty or as a court witness the employee shall not suffer any loss of salary or wages while so serving, except in situations where testifying on the employee's own behalf. Remuneration paid to the employee by the court must be turned over to the Employer. However, this will not include expenses paid by the court.

15.4 Education Leave

15.4.1 Writing Examinations

An employee will be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations which are relevant to the employee's occupation, provided it is the first time of taking leave to sit for this particular examination, or portion of an examination.

15.4.2 Employee Development

The Employer will invite the Union to name two persons to a joint Education Advisory Committee which shall meet regularly to discuss and plan for the delivery of the learning and development initiatives that are made available to employees.

The Employer, in consultation with the Union, will prepare an annual report on anticipated changes effecting the workforce and plans for learning and development to address those changes.

Access for learning and development opportunities will, to the extent possible, be made equally available to employees, subject to the operational needs of the unit.

A permanent employee who has completed one year of service shall be entitled to have the tuition fee waived for four credit courses (maximum of three credit hours per course) per academic year (July 1 – June 30) at the University or, with prior approval, the equivalent dollar amount of three, three-credit hour courses of undergraduate Faculty of Arts tuition for University of Regina non-credit classes that are related to a natural career progression. The maximum number of courses that an employee may be enrolled in per academic term (semester) is two. If the employee is unsuccessful in completing the course(s) or leaves the employ of the University during the term of the semester, the Employer will deduct the amount of tuition from any monies owed the employee. (Under certain circumstances the employee may make submission to the Dean, Administrative Head or designate for consideration of full or partial refund for technical school classes or other appropriate upgrading classes). Permanent part-time employees will be eligible for this benefit on a pro-rata basis.

Application for time off work will initially be made to the Department Head (if appropriate) and from thence to the Dean, Administrative Head or designate. The application, together with the comments and recommendations of the Department or unit Head and the proposed alternate schedule for making up any absence from work will be forwarded to the Dean, Administrative Head or designate for decision. Consideration will be given to the application given such factors as possible disruption to the Department, length of service of the employee, and probable advantages to both the employee and the Employer.

15.4.3 Leave for Seminars and Conferences

The Dean, Administrative Head or designate may grant leave with pay and benefits to attend conferences, seminars, etc., in job related areas.

Assistance with tuition fees, registration fees and expenses may be paid by the Department concerned or from the Education Fund outlined above.

15.4.4 Required Courses

Where the Employer requires an employee to take a specified course, the Employer will pay the cost of the course. When time off is necessary, the Employer shall allow such time off without loss of pay. Where required classes are taken outside normal working hours, an equivalent number of hours off work will be granted.

15.4.5 Apprenticeship

15.4.5.1 The Employer will participate in the training of apprentices under the terms of The Apprenticeship and Trade Certification Act of the Province of Saskatchewan. In general terms, the program will operate as follows:

15.4.5.2 The Employer will designate apprenticeship positions in certain trades according to requirements and within the limits of facilities available for training. Positions will be posted as term positions and will be filled per Article 8. A permanent employee who transfers to an apprenticeship position will be appointed subject to an assessment period of three (3) months as per Article 9.2. A permanent

employee who transfers to an apprenticeship position will have six months to revert to his/her former permanent position. Positions may be filled at different levels of experience within a trade.

15.4.5.3 Apprentices will receive the same rights and benefits as other term employees, and in addition, a permanent employee filling an apprentice position will be entitled to all contract rights and benefits for the length of the apprenticeship appointment. Apprentices will be given leave without pay to attend courses required by the Apprenticeship and Trade Certification Commission. Where a permanent employee is appointed to an apprentice position, their rate of pay shall be established at the Labourer rate and shall be maintained until the apprentice rate surpasses the Labourer rate.

15.4.5.4 The term of an apprenticeship position will be until the apprentice achieves Journeyperson status or until the apprentice fails twice at the same level of the program. The term may be extended if the failure is due to extenuating circumstances. At the expiry of an apprenticeship position, the incumbent will maintain the opportunity to bid on other positions in accordance with Article 8. If a permanent employee in an apprentice position is unable to bid into a position, the employee will be placed on lay-off and will have all the rights of Article 12.1.

15.4.5.5 A permanent employee in an apprentice position may be laid off due to lack of work but will have all the rights of Article 12.1.

15.4.5.6 Supplementary Employment Benefits (SEB)

Provided they are in receipt of federal Employment Insurance benefits (EI), apprentices on education leave to attend necessary training will receive payments from a Supplementary Employment Benefit (SEB) Plan established by the Employer such that the gross amount of the employee's EI benefit from this employment plus the SEB payment will equal 95% of the employee's normal weekly earnings. This SEB payment will be made for a maximum of 12 weeks.

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

15.5 Special Leave of Absence Without Pay

Notwithstanding 15.2.2, 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 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.

15.6 Leave for Shift Workers

Permanent employees with one or more years' service whose shifts are subject to frequent change will be granted five days unconditional leave of absence without pay per year. Such leave will not be used in conjunction with annual vacation as in Article 17 or in conjunction with statutory holidays. Application must be made in writing at least three week days (Monday to Friday inclusive) prior to the starting time of such leave.

15.7 Leave for Court Appearance or Incarceration

In the event that an employee is accused of an offense which requires a court appearance, the employee shall be entitled to leave of absence without pay and benefits and without loss of seniority, such leave to cover time required for pre-trial legal consultation, court appearance, and pre-trial legal custody.

In the event of being found guilty of an offense not involving the Employer, the employee may be granted leave of absence without pay or benefits to cover the period of incarceration.

15.8 Maternity/Adoption/Parental Leave

15.8.1 Service Requirements for Maternity/Adoption/Parental Leave

An employee shall qualify for maternity/adoption/parental leave (leave of absence without pay) after the completion of more than thirteen consecutive weeks of service at the University.

The Employer shall not deny a pregnant employee the right to continue employment during her pregnancy provided she can supply a medical certificate as to her fitness to do so, if so requested.

15.8.2 Length of Maternity/Adoption/Parental Leave

Maternity/adoption/parental leave shall cover a period of up to **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.

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.

15.8.4 Seniority Status During Maternity/Adoption/Parental Leave

The employee shall continue to earn seniority during the leave.

15.8.5 Procedures Upon Return from Maternity/Adoption/Parental Leave

When an employee decides to return to work after maternity/adoption/parental leave, the employee shall provide the Employer with at least four weeks' notice. On return from maternity/adoption/parental leave, the employee shall be placed in the employee's former position and salary, subject to any general increases.

15.9 In the event that a female employee wishes to breastfeed her infant at work, and provided the worksite is in an appropriate location as determined by the employee and the manager, the employee shall be allowed time off with pay for up to one hour per day for this purpose, provided she has received approval from the appropriate manager. This time off shall be inclusive of paid coffee breaks. This arrangement may be provided for a maximum of six months in duration.

15.10 A pregnant employee whose pregnancy is at risk will have the following options.

- (1) to be temporarily assigned other duties if this is possible without disruption to the department;
- (2) to commence her maternity leave after presenting a medical certificate attesting to her pregnancy, and to maintain the right for up to six weeks after date of delivery to return to her former position and salary subject to any general increases;
- (3) to relinquish her position and elect to exercise her rights under the Layoff and Recall Article, clauses 12.1.3 to 12.1.14, inclusive.

15.11 Deferred Salary Leave

Employees who have a minimum of one year continuous service in the bargaining unit, and are not currently serving an assessment period, may apply to Human Resources for approval of a Deferred Salary Leave.

ARTICLE 16 - HOLIDAYS

16.1 Named Holidays

The Employer recognizes the following as paid holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day. Any date proclaimed as a public holiday by the Provincial or Federal Government will be deemed to be a holiday for employees provided this does not duplicate holiday provisions above.

The Employer will attempt to accommodate the interests of employees in the observation of their religious holidays. Accommodation of religious holidays which are in addition to the holidays provided for in the collective agreement will be taken as vacation leave or leave without pay.

16.2 Compensation for Holiday Falling on Saturday

When any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following method will apply for all non-shift workers: the following Monday will be deemed to be the holiday with pay.

16.3 Compensation for Holiday Falling on Sunday

When any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following method will apply for all non-shift workers: the following Monday (or Tuesday, where the preceding clause already applies to the Monday) shall be deemed to be the holiday.

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 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 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 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.

16.7 Casual, Recurring Relief and Student Employees

Payment of holiday pay to casual, recurring relief and student employees in respect of University holidays will be in accordance with *The Saskatchewan Employment Act* and Regulations.

ARTICLE 17 - VACATION

17.1 Rate of Accumulation

CUPE members will accrue vacation each pay period in accordance with the annual rates listed below 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**

Upon commencement and termination, the employee's vacation accrual shall be prorated based upon the days worked in the **pay period**.

17.2 Vacation Year

All annual vacations accrued by April 30th of any year shall be taken by April 30th of the succeeding year. (For special circumstances see Article 17.3)

17.3 Special Circumstances

In special circumstances (such as a planned extended vacation) employees may have consideration given to vacation arrangements outside of Clause 17.2 by submitting a written application to the employee's Dean, Administrative Head or designate at least 30 days in advance of the year end.

17.4 Time of Vacation

Employees, insofar as the regular operation of their departments permit, will be allowed to take their vacations at the time they request.

17.5 Holiday During Vacation

When a holiday falls within an employee's annual vacation, such employee shall be granted one additional day's vacation.

17.6 Equal Opportunities

As far as possible, annual vacation shall be arranged to secure equal opportunities of advantageous periods to all employees without regard to seniority.

17.7 Shift Workers

Shift workers' annual vacation shall commence the day following an employee's weekly day or days off, unless otherwise mutually agreed.

17.8 Pay

Employees who will be on vacation on regular pay day shall receive an advance approximately equal to their net pay, provided notice in writing is given at least five working days in advance of their last day at work.

For purposes of this clause “annual vacation” shall mean a period of at least five working days.

17.9 Additional Time

An employee who, in the opinion of a qualified expert chosen jointly by the Employer and the Union, is subject to exposure of radiation in dangerous amounts shall be entitled to one additional week of annual vacation.

17.10 Approved Absence During Vacation

Where in respect of any period of vacation leave, an employee:

- (a) is granted bereavement leave, or
- (b) is granted sick leave as a result of being seriously ill, seriously injured, or hospitalized, provided this is verified by a medical certificate, or
- (c) is granted other approved leave of absence,

the period of vacation so displaced shall, if requested by the employee and approved by Human Resources, be either added to the vacation period or reinstated for use at a later date. Leave granted in (a), (b), or (c) above shall not be unjustly withheld.

ARTICLE 18 - SICK LEAVE

18.1 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of:

- being sick or disabled;
- under quarantine;
- under examination or treatment by a physician or other licensed medical practitioner; or
- when donating blood.

Sick leave is not available for use for an illness, injury or disability covered by *The Workers' Compensation Act* or for which income replacement benefits are paid under *The Automobile Accident Insurance Act*.

18.1.1 Waiting Period

Subject to the availability of sick leave credits, sick leave may be used to offset the waiting period for eligibility of receipt of federal employment insurance maternity leave benefits for the birth mother or primary caregiver (see Article 15.8.3).

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, **15** days sick leave **annually**.

Sick leave accrual shall be prorated based upon the days worked in the **pay period**.

18.3 Accumulation of Sick Leave

All unused portions of sick leave will be cumulative.

18.4 Personal/Family Leave

18.4.1 Upon approval of the Dean, Administrative Head or designate, an employee shall be granted up to two days personal/family leave per year (to be deducted from the employee's sick leave accrual) to attend to personal/family related situations which require the employee's involvement.

18.4.2 Where no one other than the employee can provide for the needs of a member of the employee's immediate family during a serious illness, the employee may apply (by telephone, confirmed later in writing) to their Dean, Administrative Head or designate for permission to have up to five days of accumulated sick leave per illness for this purpose. Serious illness need not mean life threatening and it is understood the seriousness of the illness may be related to the age of the family member. The employee may be required to provide medical evidence of the serious illness.

18.5 Deductions from Sick Leave Accumulation

Absence on account of illness will be deducted from sick leave accumulation based on actual time absent and calculated as a portion of the regular daily work hours for each employee. Usage of paid sick leave on each occasion of disability is limited to a period of 180 calendar days.

18.6 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of five working days certifying that the employee was unable to carry out duties due to illness. The Employer reserves the right at any time during an illness to request either a medical certificate to be submitted, signed by a medical doctor, or that the employee undergo at the earliest opportunity a medical examination conducted by a doctor specified by the Employer and at the Employer's expense. The Employer will not unreasonably request proof of illness from an employee.

18.7 Accumulation of Sick Leave During Leave of Absence and Lay-off

When an employee is granted leave of absence without pay or receives lay-off, and such absence exceeds thirty-one days, the employee shall maintain but not accrue sick leave credits.

18.8 Notification of Sickness or Injury

Every employee who is absent from duty on account of injury or sickness shall notify the immediate supervisor as soon as possible indicating the probable length of absence. If the supervisor is unavailable, notification should be made to the appropriate person in the department.

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 **salary** and the payment 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:

$$\frac{\text{Reduction of sick leave (working days)}}{\text{Period of disability (working days)}} = \frac{\text{Employer supplement to compensation}}{\text{Regular salary}}$$

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 percent 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.

18.10 Injury Pay Provisions

An employee who is injured at work and is required to leave for treatment or is sent home by a supervisor or attending physician as a result of such injury shall receive payment for the remainder of the shift. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

18.11 Transportation of Accident Victims

Transportation to the nearest physician, or to hospital or home will be provided at the expense of the Employer for employees incapable of using their normal form of transportation except when compensated for transportation by a third party.

18.12 Sick Leave Credits Exhausted

No employee's services shall be terminated by virtue of having exhausted sick leave credits.

ARTICLE 19 - EMPLOYEE BENEFIT PLANS

19.1 Employee Benefit Plans Committee

There shall be a joint Union-Management Committee on Employee Benefit Plans, with equal representation from the Employer and the Union, to review and make recommendations to the Administrator concerning the design and administration of the plans. Any recommendation to the employer that would reduce employee benefits shall be subject to the prior approval of the union.

19.2 Annually, the Employer shall provide to each employee a detailed statement which outlines in clear terms each of the benefit plans under which the employee is covered, and the benefits which the employee derives from the plan.

19.3 Benefit Plans

Where a benefit plan provides for a benefit to a spouse that benefit shall be available or payable to a same sex spouse and where the plan provides for benefit to a child that benefit shall be available to the child of a same sex spouse.

The meaning of spouse for benefit plan purposes shall be as defined in Section 2-1 (s) of *The Saskatchewan Employment Act*. A child shall mean a child of an employee or spouse.

Individual funding caps for the various benefits are identified below. The Employer will allocate funding among these caps in order to fund benefits, but in no event will the Employer contribution exceed 5.5% of eligible payroll. This funding is in addition to the Employer required contribution under the Non- Academic Pension Plan.

19.3.1 Group Insurance Plan

Each permanent employee, from the conclusion of the elimination period, shall be covered by a term life insurance policy equal to one times the employee's annual salary with a minimum coverage of \$25,000, with the premium paid by the Employer. Term employees who are appointed for a minimum term of eight months (or whose appointments extend for a continuous period of at least eight months) and who are appointed for half-time or more are covered from the conclusion of the elimination period.

In addition, such employees are eligible to elect further group life insurance and dependent insurance, all at their own cost.

This plan is administered in accordance with the terms of the policy.

19.3.2 Dental Plan

Each permanent employee, at the conclusion of the elimination period, shall be covered by a dental plan (employee and family) for which the Employer agrees to pay the premium to a maximum of two percent "capped" (effective January 1, 1999) of regular payroll of employees covered. Term employees who are appointed for a term of at least eight months (or whose appointments extend for a period of at least eight months) and who are appointed for half-time or more are enrolled at the conclusion of the elimination period.

Premium costs in excess of the limit stated above shall be an option of the Union.

The plan will be administered in accordance with the terms of the Policy.

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 **five** working days 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 **five** working days 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.

19.3.4 Long Term Disability Plan

Each permanent employee, at the conclusion of the elimination period, shall be covered by a Long Term Disability Plan which makes payments to employees after 180 calendar days of approved disability or illness. This insured plan is paid for by both the Employer and the employees covered, with the Employer contribution capped at 0.90 percent of basic insurable earnings for the employees covered.

It is administered according to the terms of the Policy.

19.3.5 Non-Academic Pension Plan

Each permanent employee shall enroll in the Non-Academic Pension Plan at the conclusion of the elimination period. 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 enroll at the expiration of the normal elimination period.

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

The Employer and members of the plan shall each make contributions to the Non-Academic Pension Plan in accordance with the terms of the Plan.

- 19.3.6 The parties agree that the pension plan defines a form of deferred compensation which exists for the benefit of the members of the pension plan and their beneficiaries. Surplus used to make up any resulting shortfall as determined in the actuarial valuation of the plan by the plan's actuary and the negotiated contribution limits is considered a benefit of the members and their beneficiaries. Should the plan actuary disclose that there is insufficient surplus to continue this policy, the plan would be revised to reduce future benefits to the level that could be supported by the negotiated contribution levels.

19.3.7 Extended Health Care/Vision Care Plan

Each permanent employee, at the conclusion of the elimination period, shall be covered by an extended health care/vision care plan (employee and family), for which the Employer agrees to pay the premium to a maximum of 1.8 percent of regular payroll of employees covered. 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 enroll at the expiration of the normal waiting period.

The plan will be administered in accordance with the terms of the Policy.

19.3.8 Comprehensive Health and Fitness Assessment

At the conclusion of the elimination period, each permanent or term employee appointed to work at least half of the normal hours and who is appointed for a minimum term of eight months (or whose appointments extend for a continuous period of at least eight months) shall be entitled to an annual assessment at the Dr. Paul Schwann Applied Health and Research Centre. The Employer will pay the cost of the yearly assessment.

19.3.9 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.

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 **FSA** at the expiration of the normal waiting period.

19.3.10 Family Tuition Scholarship Fund

The University will establish and maintain a Family Tuition Scholarship Fund to which the immediate family members (spouse or partner and eligible dependents) of eligible CUPE 5791 members may apply. For the purpose of this clause, an eligible CUPE 5791 member is a permanent employee after the conclusion of the elimination period.

The Family Tuition Scholarship Fund will be administered by the University. Scholarships will be awarded based on criteria established by the University, with **\$1,000** being awarded per scholarship to family members per semester to a maximum payment per family member of **\$2,000** per year.

19.4 Employee Status While on Disability Plan

An employee drawing benefits from either the Short Term Disability Plan or the Long Term Disability Plan will retain seniority rights in the same manner as if at work. The employee will retain coverage in the benefit plans for which he/she was enrolled in prior to going on disability.

19.5 Return to Work

An employee who returns to work after being on the Short Term Disability Plan or the Long Term Disability Plan and who is able to satisfactorily carry out the duties of the position which was held immediately prior to the commencement of the disability, will be placed in the position the employee left or, if that is not possible, in one with the same job title, job family, phase and salary.

An employee, whose position has been declared redundant will be provided with placement, bumping, and recall rights as per Article 12.1 provided thirty days' notice has been given by the employee prior to returning to work.

19.6 Benefits During Leave of Absence

19.6.1 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.

19.6.2 Sick Leave, Vacation Leave

If the 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 while in receipt 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.

19.6.3 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.

Regular employee and employer pension contributions will continue during the SEB period.

19.6.4 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 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 Supplementary Employment Insurance Benefit (Article 15.8.3), an employee may elect to continue plan coverages provided they make prior arrangements to pay the premiums required for continuance of the plans.

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

19.7 Assisted Early Retirement

The Employer may, without prejudice, propose to an employee an early retirement package which may include a financial settlement. The Union will be informed of such an arrangement.

ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY

20.1 Co-operation on Safety

It is agreed that the Employer, the Union, the employees and all levels of supervision will cooperate fully to promote safe work practices, healthy working conditions and compliance with *The Saskatchewan Employment Act* and Regulations.

The Union, through the participation of its members in the Health and Safety Committee, will provide input into issues of occupational health and safety on campus and will assist wherever possible in the furtherance of safe conditions and practices.

The Employer will keep under review the use or presence, at the place of employment, of chemical or biological substances which may be hazardous to the health or safety of workers.

Any employee may request that the Dean, Administrative Head or designate substitute a safe or less hazardous substance for any chemical or biological substance currently in use. The Health and Safety representative will cooperate in advising the employees through their Dean, Administrative Head or designate on the possibility of using suitable substitutions.

20.2 Safety Committee Pay Provisions

The Health and Safety Committee shall hold meetings and regular inspections to deal with all unsafe, hazardous or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings or inspections. Minutes of all committee meetings and inspection reports shall be provided to the Union.

20.3 Safety Measures

All employees either working with or in close proximity to any hazardous product or dangerous material will be supplied with adequate and sufficient training, education, tools, and safety equipment so as not to be exposed to unacceptable risks of the hazardous product or dangerous material. The training, tools, and equipment to be used will be determined by the Health and Safety representative in consultation with the relevant Health and Safety Committee consistent with pertinent legislation and accepted protocols.

20.4 Educational and Training Programs

- 20.4.1 The Employer, in consultation with the Health and Safety Committee, will develop and implement educational and training programs relating to the health and safety of workers, at no cost to the employees, and to be conducted during normal work time.
- 20.4.2 Upon giving reasonable notice (generally of not less than forty-eight hours), Union members of the Health and Safety Committee shall be entitled to take time off work not exceeding five days per year to attend educational courses and seminars for instruction and upgrading on health and safety matters. Where these courses are given by the occupational health and safety division of the provincial government, a training agency approved by that division, or occupational health and safety training given or approved by the Employer, this time will be taken with no loss of earnings or other benefits. Management reserves the right to postpone this training if necessary to meet urgent operational requirements or emergencies.
- 20.4.3 Employees who feel they have not had opportunity for training on new equipment which they are required to operate as part of their normal duties should first discuss the issue with their Dean, Administrative Head or designate and then, if necessary, with Human Resources.

20.5 Safety and Health Reports, Records and Data

The Health and Safety Committee members shall be notified of serious accidents or injuries and the scene shall be investigated as soon as possible. Reports of every accident or occurrence of an occupational disease at the work site will be provided to the Health and Safety Committee. The Committee members may request any pertinent health and safety records held by the Employer, which are not confidential.

20.6 No Disciplinary Action

No employee shall be disciplined for refusal to do a task or a series of tasks or to operate any equipment which, in the opinion of the employee(s) or any member of the Health and Safety Committee, is unsafe, until an Occupational Health Officer or Health and Safety Committee established under *The Saskatchewan Employment Act* has investigated the matter or situation, or until sufficient steps have been taken so that the employee has reasonable grounds for believing that the duty or duties are no longer unusually dangerous.

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 Sec. 3-1(l) of *The Saskatchewan Employment Act*.

21.3 An employee who believes he or she has been harassed shall have access to the Employer's respectful workplace/discrimination and harassment policy and the grievance procedure. The following protocol shall apply:

- (a) The employee making a complaint may choose to register it under the Employer's policy as well as via the grievance procedure. However, the policy process will proceed first.
- (b) In the event the policy process does not address the complaint to the employee's satisfaction, the grievance will be heard at Stage 2 with no issue of timeliness under Article 14.7 provided it was filed pursuant to Article 14.5.1.

- (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.

ARTICLE 22 - MISCELLANEOUS

22.1 Itemized Statement

The Employer will provide, on each pay day, to each employee an itemized statement of wages showing the month, hours, rates, deductions, etc.

22.2 Administrative Errors

Administrative errors made relative to an employee's salary or benefits will be adjusted, but in such a way as to not prejudice the rights of the employee.

22.3 Coffee Breaks

Employees who work full days will be permitted two fifteen-minute coffee breaks or one one-half hour coffee break per day, as distances warrant. Employees who work half days are entitled to one fifteen-minute coffee break. Unused coffee breaks may not be used to alter hours of work in any day. Breaks will be arranged to maintain at least minimal service in any area.

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 no 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.

22.5 Provision of Tools

The Employer shall supply all tools and equipment required by the employee in the performance of the employee's duties. Replacement will be made by producing the worn or broken tool. The employee shall return all tools and equipment upon termination.

22.6 Rules and Regulations

When the Employer introduces new rules or regulations concerning employees' conduct on Employer premises or during working hours, copies will be posted and also forwarded to the Union Office. Such rules and regulations will be reasonable and will not be inconsistent with any article in this collective agreement.

22.7 Uniforms and Protective Clothing

22.7.1 Adequate uniforms will be provided to employees in Security and Caretaking, to be worn while on duty or while travelling to and from work only. Exchange of worn, damaged or mis-sized uniforms shall be provided by the Employer on an as-needed basis. All articles of the uniform shall be returned to the Employer when no longer required in the performance of duties.

22.7.2 Adequate protective clothing will be provided by the departments when the duties performed by an employee are abnormal or which will result in the employee's clothing being destroyed or rendered unfit for further use. This does not include normal wear. The type and article of clothing provided will be determined by the department. Upon presentation of proof of need, parkas shall be provided.

22.8 Transportation

If an employee's shift normally starts or ends when public transportation is not available, and they are having difficulty getting to/from work due to the fact they normally rely on public transportation, they will contact their Dean, Administrative Head or designate or Supervisor so that special arrangements/accommodations can be considered with reimbursement of taxi costs as appropriate.

22.9 Access to Personnel File

Each employee will, after having made an appointment with Human Resources, have reasonable access to the contents of their file. The review will be conducted in the presence of a Human Resources representative. The employee may assign in writing the right to review their file to their Union representative. Upon request the employee shall be provided with copies of documents in the file at the employee's expense. The employee may add a signed and dated response to any material in the file.

Material not present in the file may not be used in any decision under Article 8, 9, 12, or 13 without that information being made available to the employee.

22.10 Service Defined

Service is defined as being actively at work or on approved leave of absence with pay including sick leave and vacation; or on maternity leave, but does not include leave of absence without pay in excess of 31 calendar days (See Article 19.6.2).

22.11 Special Circumstances Severance

In unusual or extenuating circumstances, as determined by the Employer and with the agreement of the Union, a permanent employee who signs an agreement to terminate employment will be entitled to severance pay of two (2) weeks' pay at the employee's current rate of pay for every year or partial year of service to a maximum of fifteen (15) months' pay. The payment will be calculated to the date the employee leaves the permanent position or a succeeding term position, whichever is later.

ARTICLE 23 - HOURS OF WORK AND SPECIAL PAY PROVISIONS

23.1 The following regular hours of work are in effect:

Applied Scientific Services:	5 days, 38 hours per week, 7.6 hours per day
Facility Services:	5 days, 38 hours per week, 7.6 hours per day
Operational Services:	5 days, 35 hours per week, 7 hours per day
Security Services:	38 hours per week, 7.6 hours per day
Trade Services:	5 days, 38 hours per week, 7.6 hours per day

With respect to Heating Plant and Security Services employees: Notwithstanding the above, employees shall work an eight hour shift (except as provided in 23.1.1), which will not constitute overtime, and hours of work will be balanced over a period of time.

With respect to Caretakers and Applied Scientific employees: The hours of work identified above are to be provided in 5 consecutive days unless otherwise mutually agreed. Technicians in Phase 6 of the Applied Scientific job family can have working hours adjusted by mutual agreement.

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

The total **banked time** for a calendar year is 17.5 days.

Applied Scientific Services, Facility Services, Trade Services:

- Daily hours - 8 hours

The total **banked time** for a calendar year is 16 days.

General Provisions

1. Every employee who wishes it (subject to the limitations below) shall be able to work a banked time schedule.

Notwithstanding this provision, in unusual and isolated situations where the Employer can establish that it is not possible to have an employee participate in the arrangements detailed below, the Employer and the Union will negotiate a schedule (which may include an alternative banking schedule) which meets the operational needs of the unit and is equitable to the employee concerned.

2. A running record, stated in hours, including two decimal points if necessary, will be maintained of positive additional time worked and banked time used by an employee. No time will be banked when an employee is absent from work for a continuous period exceeding thirty calendar days except in the case of vacation leave.
3. Permanent and seasonal employees may bank time, including periods when they occupy term positions. Banking is not permitted for employees who are casual or who are in term appointments of less than four months.

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

4. Each employee who is banking time will be credited, on the first working day of the calendar year, with their number of days' entitlement for the ensuing year. (See No. 5 respecting term and probationary employees). From this total, the Employer will first deduct the number of days (to a maximum of five) to be allocated for the following Christmas season closure.
5. Except for days allocated for the Christmas season, employees who are appointed to term positions for four months or more, and employees on probation, may only use time that has actually been banked.
6. Employees who commence employment during the year will have banked days deducted (to a maximum of five days) for the Christmas season closure. Probationary and term employees who will be employed beyond the Christmas season will be given time off with pay during the closure, with the understanding that any shortfall between time banked and time taken will be recovered from time banked in the next year, or will be deducted from vacation pay or, if this is not feasible, will be deducted from salary owed at time of termination.

7. Employees will be permitted to use banked time, provided they have the banked time available, by mutual agreement (normally scheduled in advance) with the appropriate Dean, Administrative Head or designate, periodically throughout the year. Banked days may not be used in lieu of sick days.
8. Employees who request it, and who have the banked time available, will be given the opportunity to use at least nine banked days during the period May 1 to August 20 inclusive, in conjunction with normal days of rest. These summer banked days must be used one at a time, unless there is mutual agreement with the Dean, Administrative Head or designate to do otherwise. Employees will be consulted about their preferences. Every attempt will be made to provide equitable treatment between employees in a department who have requested to use banked time during the summer period, in respect of meeting the employees' particular requests, spacing the days off throughout the summer period mentioned above, and in respect of taking banked days prior to or after weekends, and prior to or after weekends when a statutory holiday occurs. If there is a disagreement about arrangements for using banked days, the matter will be referred to Human Resources for resolution.

Early in the calendar year, the head of the unit will discuss with all members of the Union in the unit the scheduling of banked time off during the coming summer months. A schedule of when each employee will have banked time off for the coming summer period will be issued by the appropriate Dean, Administrative Head or designate on or before April 1st.

9. When an employee uses a banked day, the account will be charged the normal daily hours for the Job Family.
10. Carry over of unused banked time is not allowed, therefore, at the end of the Christmas season all banked time accounts will be reduced to zero. No payment will be made in lieu of unused banked time except as outlined in Nos. 12 and 13 below. Negative balances for probationary and term employees will be carried forward in accordance with No. 6 above.
11. Employees who plan to retire or resign will be given every reasonable opportunity to use accumulated banked time. At the time of the retirement or resignation, pay will be deducted from their final cheque for any banked days used which have not actually been earned to that date.

12. Permanent and seasonal employees who are laid off will be given every reasonable opportunity to use banked time, and will be paid for any banked time accumulated which it is impossible for them to use.
13. An employee who is unable to return to work due to a certified illness or injury prior to the end of the calendar year will be permitted to carry forward any unused banked time that has been accumulated. However, carry forward will not be permitted for banked time that exceeds what could have been used had the employee not ceased work nor for days allocated for the Christmas season closure. If the employee is still unable to return to work prior to the end of the subsequent calendar year, the banked time that had been carried forward will be paid out.

23.2 Overtime

- 23.2.1 Employees shall be paid double time for all time worked in excess of the stated regular or altered hours of work for their classification, as stipulated in Article 23.1. Employees who work less than full days will not receive overtime until their work exceeds the stated regular hours of work.
- 23.2.2 All overtime which is paid by the Employer must be authorized by the Dean, Administrative Head or designate. Except in emergency situations, such overtime must be authorized in advance.
- 23.2.3 Employees shall notify Human Resources within sixty days if their overtime has not been paid.
- 23.2.4 If an employee has left the place of work and is not aware of being required to work overtime and is called back for overtime work, the employee shall be paid a minimum of two hours at overtime rates. An employee required to return to work for brief periods of previously scheduled overtime work will be compensated on the basis of a minimum of one hour's work at overtime rates. Where a call back occurs after 0230 hours, that employee will have the option of either reporting for work as scheduled, utilizing accumulated banked time, or deferring the start and end times of the immediate following shift, creating no eligibility for overtime as a result thereof. Where a call back occurs after 0430 hours, the employee will have the option of starting their regular shift immediately following completion of the call out work.

23.2.5 Time Off in Lieu

23.2.5.1 Any employee required to work overtime shall receive pay for this time unless time off at the appropriate overtime rate in lieu of pay is mutually agreed to by the employee and the employer and the agreement is recorded in writing.

23.2.5.2 Accumulation of Time Off

When it is mutually agreed between the Dean, Administrative Head or designate and the employee, and provided it does not require additional extra help or cause overtime costs, the employee may accumulate overtime compensation from each incidence of overtime for up to one year in order to provide time off with pay. Scheduling of time off is by mutual agreement between the employee and the Dean, Administrative Head or designate.

23.2.6 Where an employee is required to work continuously beyond normal quitting time in excess of two hours, or is required to return to work for overtime purposes for a period in excess of four hours, the Employer agrees to provide a suitable meal.

23.2.7 Overtime shall be voluntary except in emergencies. In the event there is a difference in opinion as to what constitutes an emergency, the final decision shall be that of Human Resources.

23.2.8 Part-time Employees

Employees who are employed to work fewer than the stated regular hours of work may not be required to work additional hours without mutual agreement.

23.3 Calculation of Overtime

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

23.4 Shift Premium

- 23.4.1 For time actually worked, a permanent, term, recurring relief or casual employee will receive an additional one dollar (\$1.00) per hour for each hour or part of an hour of regularly scheduled work outside the hours of 8:00 am to 6:00 pm Monday through Friday. If the majority of an employee's hours of work on a shift fall outside the hours specified above, the premium will be paid for the entire shift.
- 23.4.2 When an employee chooses to work outside the hours of 8:00 am to 6:00 pm Monday to Friday, the premium will not be paid.
- 23.4.3 The premium will not be paid on overtime.
- 23.4.4 The premium will not be paid in addition to the differentials specified in Article 23.7.
- 23.4.5 The Employer agrees that where possible and subject to the safe and efficient operation of the Employer, shift scheduling will be kept to a minimum of persons required on holidays, Saturdays and Sundays.

23.5 Bilingual Bonus

An employee shall receive a bilingual bonus of seven percent per **pay period**, provided 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.

23.6 Shift Differentials

- 23.6.1 All Heating Plant: rotating shift differential - **\$1,800 per year**.
- 23.6.2 Security

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

23.6.3 Heating Plant Refrigeration Papers

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

23.7 Hazardous Work Pay Premium

23.7.1 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 **\$600 per year**.

23.7.2 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.

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

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

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

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

23.8 Provision of Journals

The Employer agrees that departments employing technicians or security personnel will provide them with those journals that are necessary in maintaining their technical competence. The departments, after consultation with the employees, will determine whether journals are necessary and what journals are to be provided.

23.9 Spray Painting Differential (for Painters only)

\$1.00 per hour

23.10 Taping Differential

Painter to receive \$.75 per hour differential when drywall taping.

23.11 Fireman's Differential

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

23.12 Certification Fees

The Employer shall pay for all costs of association, certification and re-certification fees for all employees when the employer requires on-going registration or membership as a condition of employment.

ARTICLE 24 - THE AGREEMENT

24.1 Duration

This Agreement shall be effective from January 1, **2018**, and shall remain in force and effect up to December 31, **2021**, and from year to year thereafter, but either party may, not less than sixty days nor more than one hundred and twenty prior to the expiry date hereof, give notice in writing to the other party to negotiate a revision thereof.

Notwithstanding the above, with the consent of the parties, negotiations for a new agreement may commence six months prior to the expiration of the current contract.

24.2 Previous Agreements

This Agreement, and the addenda thereto, supersedes all previous agreements and letters of intent.

24.3 Previous Provisions

Nothing in this Agreement shall affect any provisions or concessions already in existence which are more favorable to any employee than those contained in this Agreement.

24.4 Conflicting Laws

If any provision of this Agreement or of any collective agreement made in pursuance thereof is found to be contrary to the provisions of any law, now or hereafter enacted, this Agreement will not be abrogated but it is subject to such amendments as may be necessary to bring it into conformity with the law.

24.5 Officers of the Employer - Titles

Throughout this Agreement, titles of Officers of the Employer are interchangeable as deemed appropriate.

APPENDIX 1

CUPE 5791 Wage Ranges Effective January 1, 2018

Economic Adjustment 0%

	Minimum Hourly	Maximum Hourly	Minimum Annual (35 hrs/week)	Maximum Annual (35 hrs/week)	Minimum Annual (38 hrs/week)	Maximum Annual (38 hrs/week)	Increment
Phase 1	14.79	17.75	26,917.80	32,305.00	29,225.04	35,074.00	2%
Phase 2	18.06	21.68	32,869.20	39,457.60	35,686.56	42,839.68	2%
Phase 3	20.47	24.57	37,255.40	44,717.40	40,448.72	48,550.32	2%
Phase 4	22.05	29.79	40,131.00	54,217.80	43,570.80	58,865.04	2%
Phase 5	27.25	36.78	49,595.00	66,939.60	53,846.00	72,677.28	2%
Phase 6	32.16	43.40	58,531.20	78,988.00	63,548.16	85,758.40	2%

Note: \$800 one-time lump sum payment, which is not applied to base salaries or to the wage ranges, to be paid the first pay period following July 1, 2018.

APPENDIX 1

CUPE 5791 Wage Ranges Effective January 1, 2019

Economic Adjustment 0%

	Minimum Hourly	Maximum Hourly	Minimum Annual (35 hrs/week)	Maximum Annual (35 hrs/week)	Minimum Annual (38 hrs/week)	Maximum Annual (38 hrs/week)	Increment
Phase 1	14.79	17.75	26,917.80	32,305.00	29,225.04	35,074.00	2%
Phase 2	18.06	21.68	32,869.20	39,457.60	35,686.56	42,839.68	2%
Phase 3	20.47	24.57	37,255.40	44,717.40	40,448.72	48,550.32	2%
Phase 4	22.05	29.79	40,131.00	54,217.80	43,570.80	58,865.04	2%
Phase 5	27.25	36.78	49,595.00	66,939.60	53,846.00	72,677.28	2%
Phase 6	32.16	43.40	58,531.20	78,988.00	63,548.16	85,758.40	2%

APPENDIX 1

CUPE 5791 Wage Ranges Effective January 1, 2020

Economic Adjustment 1.25%

	Minimum Hourly	Maximum Hourly	Minimum Annual (35 hrs/week)	Maximum Annual (35 hrs/week)	Minimum Annual (38 hrs/week)	Maximum Annual (38 hrs/week)	Increment
Phase 1	14.97	17.97	27,245.40	32,705.40	29,580.72	35,508.72	2%
Phase 2	18.29	21.95	33,287.80	39,949.00	36,141.04	43,373.20	2%
Phase 3	20.73	24.88	37,728.60	45,281.60	40,962.48	49,162.88	2%
Phase 4	22.33	30.16	40,640.60	54,891.20	44,124.08	59,596.16	2%
Phase 5	27.59	37.24	50,213.80	67,776.80	54,517.84	73,586.24	2%
Phase 6	32.56	43.94	59,259.20	79,970.80	64,338.56	86,825.44	2%

APPENDIX 1

CUPE 5791 Wage Ranges Effective January 1, 2021

Economic Adjustment 1.5%

	Minimum Hourly	Maximum Hourly	Minimum Annual (35 hrs/week)	Maximum Annual (35 hrs/week)	Minimum Annual (38 hrs/week)	Maximum Annual (38 hrs/week)	Increment
Phase 1	15.19	18.24	27,645.80	33,196.80	30,015.44	36,042.24	2%
Phase 2	18.56	22.28	33,779.20	40,549.60	36,674.56	44,025.28	2%
Phase 3	21.04	25.25	38,292.80	45,955.00	41,575.04	49,894.00	2%
Phase 4	22.66	30.61	41,241.20	55,710.20	44,776.16	60,485.36	2%
Phase 5	28.00	37.80	50,960.00	68,796.00	55,328.00	74,692.80	2%
Phase 6	33.05	44.60	60,151.00	81,172.00	65,306.80	88,129.60	2%

APPENDIX 2

Position Placement in CUPE 5791 Compensation Model as of April 2018

	Applied Scientific Services	Trade Services	Facility Services	Operational Services	Security Services
<p>PHASE 1</p> <p>2018/19 Hourly wage range: \$14.79 - \$17.75</p> <p>Annual wage range (35 hrs/wk): \$26,917.80 - \$32,305.00</p> <p>Annual wage range (38 hrs/wk): \$29,225.04 - \$35,074.00</p>			Casual Recurring Relief Student	Casual Recurring Relief Student	
<p>2020 Hourly wage range: \$14.97 - \$17.97</p> <p>Annual wage range (35 hrs/wk): \$27,245.40 - \$32,705.40</p> <p>Annual wage range (38 hrs/wk): \$29,580.72 - \$35,508.72</p>					
<p>2021 Hourly wage range: \$15.19 - \$18.24</p> <p>Annual wage range (35 hrs/wk): \$27,645.80 - \$33,196.80</p> <p>Annual wage range (38 hrs/wk): \$30,015.44 - \$36,042.24</p>					

	Applied Scientific Services	Trade Services	Facility Services	Operational Services	Security Services	
<p>PHASE 2</p> <p>2018/19 Hourly wage range: \$18.06 - \$21.68</p> <p>Annual wage range (35 hrs/wk): \$32,869.20 - \$39,457.60</p> <p>Annual wage range (38 hrs/wk): \$35,686.56 - \$42,839.68</p>			Caretaker Housekeeper Storekeeper Utility Labourer Utility Person	Administrative Assistant Bindery Worker Copy Centre Operator Library Assistant Postal Clerk		
<p>2020 Hourly wage range: \$18.29 - \$21.95</p> <p>Annual wage range (35 hrs/wk): \$33,287.80 - \$39,949.00</p> <p>Annual wage range (38 hrs/wk): \$36,141.04 - \$43,373.20</p>						
<p>2021 Hourly wage range: \$18.56 - \$22.28</p> <p>Annual wage range (35 hrs/wk): \$33,779.20 - \$40,549.60</p> <p>Annual wage range (38 hrs/wk): \$36,674.56 - \$44,025.28</p>						

	Applied Scientific Services	Trade Services	Facility Services	Operational Services	Security Services	
<p>PHASE 3</p> <p>2018/19 Hourly wage range: \$20.47 - \$24.57</p> <p>Annual wage range (35 hrs/wk): \$37,255.40 - \$44,717.40</p> <p>Annual wage range (38 hrs/wk): \$40,448.72 - \$48,550.32</p>			<p>Storekeeper Housing Facilities Team Lead</p>	<p>Administrative Assistant Bindery Worker Duplicating Equipment Operator Library Assistant</p>		
<p>2020 Hourly wage range: \$20.73 - \$24.88</p> <p>Annual wage range (35 hrs/wk): \$37,728.60 - \$45,281.60</p> <p>Annual wage range (38 hrs/wk): \$40,962.48 - \$49,162.88</p>						
<p>2021 Hourly wage range: \$21.04 - \$25.25</p> <p>Annual wage range (35 hrs/wk): \$38,292.80 - \$45,955.00</p> <p>Annual wage range (38 hrs/wk): \$41,575.04 - \$49,894.00</p>						

	Applied Scientific Services	Trade Services	Facility Services	Operational Services	Security Services
<p>PHASE 4</p> <p>2018/19 Hourly wage range: \$22.05 - \$29.79</p> <p>Annual wage range (35 hrs/wk): \$40,131.00 - \$54,217.80</p> <p>Annual wage range (38 hrs/wk): \$43,570.80 - \$58,865.04</p>	<p>Draftsperson Photographer Technician</p>	<p>Boiler Operator</p>	<p>Custodial Team Lead Storekeeper Utility Maintenance Person</p>	<p>Administrative Assistant Post Office Supervisor</p>	
<p>2020 Hourly wage range: \$22.33 - \$30.16</p> <p>Annual wage range (35 hrs/wk): \$40,640.60 - \$54,891.20</p> <p>Annual wage range (38 hrs/wk): \$44,124.08 - \$59,596.16</p>					
<p>2021 Hourly wage range: \$22.66 - \$30.61</p> <p>Annual wage range (35 hrs/wk): \$41,241.20 - \$55,710.20</p> <p>Annual wage range (38 hrs/wk): \$44,776.16 - \$60,485.36</p>					

	Applied Scientific Services	Trade Services	Facility Services	Operational Services	Security Services
<p>PHASE 5</p> <p>2018/19 Hourly wage range: \$27.25 - \$36.78</p> <p>Annual wage range (35 hrs/wk): \$49,595.00 - \$66,939.60</p> <p>Annual wage range (38 hrs/wk): \$53,846.00 - \$72,677.28</p>	<p>Instrument Maker Senior Draftsperson Technical Analyst Technician</p>	<p>Carpenter Electrician Locksmith Painter Service Mechanic Shift Engineer</p>	<p>Chief Labourer</p>	<p>Administrative Assistant IT Support Analyst Library Service Assistant</p>	<p>Security Patrolperson</p>
<p>2020 Hourly wage range: \$27.59 - \$37.24</p> <p>Annual wage range (35 hrs/wk): \$50,213.80 - \$67,776.80</p> <p>Annual wage range (38 hrs/wk): \$54,517.84 - \$73,586.24</p>					
<p>2021 Hourly wage range: \$28.00 - \$37.80</p> <p>Annual wage range (35 hrs/wk): \$50,960.00 - \$68,796.00</p> <p>Annual wage range (38 hrs/wk): \$55,328.00 - \$74,692.80</p>					

	Applied Scientific Services	Trade Services	Facility Services	Operational Services	Security Services
<p>PHASE 6</p> <p>2018/19 Hourly wage range: \$32.16 - \$43.40</p> <p>Annual wage range (35 hrs/wk): \$58,531.20 - \$78,988.00</p> <p>Annual wage range (38 hrs/wk): \$63,548.16 - \$85,758.40</p>	<p>Instrument Maker Technical Analyst Technician</p>	<p>Chief Carpenter Chief of Electrical Trades Chief of Mechanical Trades</p>		<p>Administrative Assistant Library Assistant</p>	<p>Shift Supervisor</p>
<p>2020 Hourly wage range: \$32.56 - \$43.94</p> <p>Annual wage range (35 hrs/wk): \$59,259.20 - \$79,970.80</p> <p>Annual wage range (38 hrs/wk): \$64,338.56 - \$86,825.44</p>					
<p>2021 Hourly wage range: \$33.05 - \$44.60</p> <p>Annual wage range (35 hrs/wk): \$60,151.00 - \$81,172.00</p> <p>Annual wage range (38 hrs/wk): \$65,306.80 - \$88,129.60</p>					

Note: Phase 1 is for recurring relief, casual and student employees only.

MEMORANDUM OF AGREEMENT

Memorandum of Agreement

The parties hereby agree that a full review of all Memoranda of Agreement will be completed no later than 180 days following the signing of the Collective Agreement.

MEMORANDUM OF AGREEMENT

Shift Work

An employee appointed to a position involving shift work shall attend, with pay, a training session on the effects of shift work and the steps which can be taken to lessen the effects on the employee's health. Training shall normally occur within six months of appointment.

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 **an annual** salary as per the compensation model.
 - Boiler Operators with, or upon receipt of, a 3rd class ticket would be paid **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 **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 **annual** salary and a ticket premium of \$6.00 per hour, plus any applicable market supplement.

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

The ticket premium will be eligible for pension and benefits.

MEMORANDUM OF AGREEMENT

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.

IN WITNESS THEREOF the parties hereto have caused these presents to be executed this 3rd day of May 2018.


The University of Regina, represented by:


On behalf of Board of Governors


President


On behalf of University of Regina

The Canadian Union of Public Employees and its Local 5791, represented by:


On behalf of University Employees' Union CUPE Local 5791

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