



and



**UNIVERSITY OF
SASKATCHEWAN**

COLLECTIVE AGREEMENT

between

The University of Saskatchewan

and

The Administrative and Supervisory
Personnel Association

May 1, 2014 – April 30, 2019

THIS AGREEMENT IS MADE

BETWEEN

THE UNIVERSITY OF SASKATCHEWAN

Hereinafter referred to as

“The University”

AND

THE ADMINISTRATIVE AND SUPERVISORY PERSONNEL ASSOCIATION

Hereinafter referred to as

“The Association”

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DEFINITIONS

Academic Year is defined as the period July 1 to June 30.

AECC is the acronym for the Administrative Employees Consultative Committee (Article 6).

Agreement refers to the Collective Agreement between the University of Saskatchewan and the Administrative and Supervisory Personnel Association.

Annual Membership Salary refers to all salary from which dues are deducted.

ASPA is the acronym for the Administrative and Supervisory Personnel Association.

ASPA representative refers to a person who has been designated by the ASPA Executive to represent the association in a specific capacity.

Associate Vice-President, Human Resources refers to the Associate Vice-President, Human Resources or a person designated to act in his/her place.

Association refers to the Administrative and Supervisory Personnel Association (ASPA).

Board of Governors is responsible for overseeing and directing all matters respecting the management, administration and control of the university's property, revenues and financial affairs.

Department refers to an academic department, an administrative department, a college, a school, an institute, an administrative unit, a division or the Library.

Department Head refers to the head of an academic department, the head of an administrative department, the dean of a college, the director of a school, institute or administrative unit, the head of a division, the Librarian or other administrative head.

Employee refers to any person in the employ of the University of Saskatchewan.

Employer refers to the University of Saskatchewan.

Fiscal Year is defined as the period May 1 to April 30.

FTE refers to full-time equivalent.

Human Resources refers to an administrative unit within the Vice-President, Finance and Resources office representing the University in matters related to human resource management.

Member refers to a person appointed to an Administrative, Professional or Technical Officer position as defined by the Labour Relations Board Order (602-77) dated at Saskatoon, 31 October, 1978 and amendments.

Normal retirement refers to the 30th day of June coinciding with or next following the members 67th birthday

President refers to the President, University of Saskatchewan or designate.

President of the Association refers to the President of the Administrative and Supervisory Personnel Association or designate.

Retirement occurs when a member elects to leave employment at the University and is immediately eligible for University of Saskatchewan pension benefits.

Service refers to the time spent by a member performing the duties assigned by the employer except when calculating the vacation accrual rate, where service refers to all continuous employment of the individual with the employer. **For purposes of calculating notice and severance, service will include prior continuous employment in-scope of any university bargaining unit and in Exempt positions.**

Supervisor refers to the person who directs the work of a member and to whom the member reports.

Types of Employees refers to permanent, seasonal, term and casual (Article 3.4).

University refers to the University of Saskatchewan.

Vice-President refers to any of the Vice-Presidents of the University or designate.

Vice-President (Finance and Resources) refers to the Vice-President (Finance and Resources) of the University or designate.

ARTICLE 1 – PREAMBLE

In recognition of the need for the successful operations of the University, both parties to this Collective Agreement agree to cooperate within the spirit and scope of this Collective Agreement to promote harmonious relations and settled conditions of employment and to facilitate the peaceful settlement of all disputes and grievances affecting the terms and conditions of employment provided in this Collective Agreement.

ARTICLE 2 – MANAGEMENT OF THE UNIVERSITY

The Association recognizes that the management of the University and the direction of employees are vested exclusively with the University. The University agrees that the exercise of its management and directory functions will be consistent with the terms of this Collective Agreement.

ARTICLE 3 – SCOPE AND RECOGNITION

3.1 Recognition

The University recognizes the Association as the exclusive bargaining agent of the members of the bargaining unit (whether probationary, permanent, seasonal, term or casual) as defined by the Order of the Saskatchewan Labour Relations Board, dated at Saskatoon, Saskatchewan on the 31st day of October, A.D. 1978, or as may be amended from time to time by the Labour Relations Board or by mutual agreement of the parties to this Agreement.

3.2 Correspondence

Decisions regarding grievances and interpretations of this agreement will be recorded and exchanged, in a timely manner, between the Associate Vice-President, Human Resources and the President of the Association.

3.3 Notification of Change of Status

Human Resources must notify the Association within thirty (30) days when it is known that a change in the status of a member or position will occur. The Association will have a reasonable amount of time to consult where appropriate and arrange a meeting of the Administrative Employees Consultative Committee (AECC) (Article 6) to discuss concerns about the change or proposed change. Recourse to this meeting procedure does not preclude any action taken under other clauses of the Agreement including the grievance procedure.

3.3.1 Access to Member Information

To better serve its members, ASPA requires access to member information. Human Resources will continue to provide ASPA with access to member information via the human resources information system. The Association's access to member information on the human resources information system shall be changed by agreement.

3.4 Types of Employees

3.4.1 Permanent Employee refers to a member who has successfully completed the probationary period (Article 8) and whose employment is expected to continue indefinitely.

3.4.2 Seasonal Employee refers to a member who occupies a recurring seasonal position and who has successfully completed the probationary period (Article 8). Such a member has the expectation that the recurring employment will continue indefinitely.

3.4.3 Term Employee refers to a member hired for a stated period of time. A term employee will be eligible for benefits as provided in Article 12. In such cases, any waiting period shall be calculated taking into consideration any previous continuous employment.

3.4.3.1 Term Employee to Permanent or Seasonal Employee Status

A member who has completed two (2) years of continuous service in the same position and same department which is half time or greater will be granted permanent status.

When a member is replacing an absent employee due to disability, his/her status will be changed to permanent after thirty (30) months of continuous service in the same position.

A member who has worked at least half time in the same position and same department for at least six (6) months in each of two (2) consecutive years will be granted seasonal status.

This article will not apply in all other cases where a member is replacing a permanent member on an approved leave.

The granting of permanent or seasonal status will not be unreasonably denied.

3.4.4 Casual Employee refers to a member whose hours of work are for brief or irregular periods.

3.5 Rights of Members

All members of the Association are entitled to all the rights, benefits and provisions of this Agreement except where specifically limited by articles or clauses in the Agreement.

ARTICLE 4 – STRIKES AND LOCKOUTS

4.1 Strike

The Association shall not declare or authorize a strike, work stoppage, or similar industrial action by its members while this Agreement is in force, provided there is no lockout or similar industrial action by the University.

4.2 Lockout

The University shall not declare or cause a lockout of members or similar industrial action while this Agreement is in force, so long as there is no strike or work stoppage, or similar industrial action by the Association.

4.3 Refusal to Cross Picket Line

A member who refuses to cross a picket line established by another certified bargaining agent, in consequence of a strike, shall not be in breach of this Agreement and shall be subject to a loss of pay but not subject to any disciplinary action.

ARTICLE 5 – ASSOCIATION SECURITY

5.1 Association Membership

All employees who are now or hereafter become covered by the Association bargaining certificate will, as a condition of employment, become members of the Association.

5.1.1 Information for New Members

Monthly, the University will provide the Association with access to a list of new employees eligible for membership in the Association. The Association reserves the right to meet with new members during normal working hours with no loss of salary.

5.2 Deduction of Association Dues

Association dues are a condition of employment for members. The President of the Association will inform the University in writing of the amount of dues and other such assessments that will be deducted monthly from members' pay cheques. The University will deduct this amount from each pay cheque and remit the total to the Treasurer of the Association prior to the 10th day of the following calendar month. Each remittance will be accompanied by a list of members' names along with type and amount of deduction made for each member.

5.3 Dues Receipts

Statements of income when issued shall reflect the amount of dues paid in the relevant taxation year.

5.4 Time Off for Association Business

5.4.1 Members Attending to Association Business

The University agrees to allow members to attend to Association business during regular hours of work with no loss of salaries or wages. Association meetings may include, but are not limited to the Annual General Meeting, ratification meetings, Committee meetings and other meetings held at the request of the University. Time off with pay for members to attend Association meetings and related business should be subject to

normal operating requirements of the University. Time off for members to attend to these matters shall not be unreasonably denied.

5.4.2 Association Representatives Attending to Joint ASPA / University Meetings

The Association will provide to the University a list of elected and appointed officers of the Association along with a description of their role and authority. The Association will notify the University promptly in the case of changes in the roster and roles of elected and appointed officers. The University agrees to allow elected and appointed officers to attend and to prepare for joint ASPA and University meetings during regular hours of work with no loss of salaries or wages.

ASPA and the University agree that every effort will be made to schedule joint ASPA / University meetings during the normal working hours of all elected or appointed ASPA officers on the committee(s).

5.4.3 Representatives on University Committees

The University recognizes that the Association and its members have a desire to be more aware of, and potentially involved in, University affairs to better educate the Association and its members of matters pertaining to their interests. The Association agrees to identify any official bodies or committees of the University on which it may wish to have representation. The University agrees to assist the Association, where possible and where appropriate, in gaining access to, and representation on, these bodies or committees.

5.5 Leave for Officers and Reimbursement for Meetings

5.5.1 Leave for Association Officer(s)

The University will grant leave with pay for up to one (1) FTE so that an officer who has been elected or appointed by the Association may conduct business on behalf of the Association. The leave granted may be allocated at the discretion of the Association to one or more officers of the Association in fractions no less than one-quarter (1/4) FTE. The Association will advise the University of who receives such paid leave no later than May 31 of each year.

Each employee on such leave with pay at his/her current salary will return to his or her position at the end of the leave.

5.5.2 Reimbursement for Officer Release Time

The University will provide a reimbursement pool of up to \$100,000 per year to cover release time for Association Officers who are not on leave under Article 5.5.1. The Association will advise the University of the amount of time spent by Association Officers on union-management meetings for the University to determine appropriate reimbursements to departments. The Association will provide the University a list of

its officers no later than May 31 of each year. Release time will be subject to normal operating requirements of the University.

ARTICLE 6 – ADMINISTRATIVE EMPLOYEES CONSULTATIVE COMMITTEE (AECC)

6.1 Membership and Purpose

This Committee shall consist of representatives of the Association and representatives of the University. The main purposes of the Committee are:

a) to consider matters relating to the interpretation and application of the Agreement and

b) to discuss and settle, if possible, matters of mutual concern (except for grievances or changes in the Agreement).

6.2 Schedule of Meetings

Meetings shall be held at a time and place fixed by mutual consent. Such meetings shall be held once a month, unless there is mutual agreement between the parties to cancel or postpone a meeting.

Special AECC meetings may be called by the Association or the University by mutual agreement to deal with special cases in the informal problem resolution process (Article 17.1).

6.3 Agenda for the Meetings

An agenda will be distributed before the meeting. Lack of notice of a matter to be discussed shall not preclude the matter from being discussed at the meeting.

ARTICLE 7 – RECRUITMENT AND RETENTION OF EMPLOYEES

7.1 Advertising of Positions

Human Resources will advertise all Association positions of a duration of more than **six (6)** months.

Unposted terms shall not be extended beyond six (6) months without posting the position.

Posted term positions that are extended or become permanent do not need to be re-posted. The Association will be notified when positions are made permanent.

7.1.1 Extension to Association Positions

The University may add “with possibility of extension” to Association term position postings. This will enable the University to extend Association term positions without a new positing.

7.1.2 Employment Equity

In keeping with requirements of the Federal Contractors Program, the Saskatchewan Human Rights Commission, and the Aboriginal Partnership Agreement, the University and the Association agree to the principle of employment equity for women, visible minorities, aboriginal peoples, and persons with disabilities at the University of Saskatchewan. This principle ensures opportunities in hiring and promotion for members of the above groups.

7.2 Advertising Procedure

All positions advertised will be posted by Human Resources for a minimum of one (1) week. All applications will be directed to Human Resources. Members will identify their membership in the Association when applying for a position within the scope of ASPA.

7.2.1 Job Placement Requirements for Advertising

Vacant positions will be advertised at the same range as when vacated except in the case of reorganization or reassignment of duties or functions. For such redefined positions, the phase and/or family may be altered and a new salary range established. New positions will normally be advertised with an assigned pay range.

7.3 Consideration of Member Applicants

Association members who apply for vacant advertised positions prior to the closing dates thereof will have their applications considered prior to those of any external applicants. The University may elect, at its discretion, to interview internal applicants prior to interviewing external applicants in such circumstances.

An Association internal applicant may request a rationale for the hiring Manager's decision. The rationale will be provided within fourteen (14) calendar days. The rationale is intended only to be developmental feedback. The rationale and the decision will not be subject to the grievance procedure.

7.4 Letter of Offer

The University must extend written letters of offer to individuals being offered positions within the scope of ASPA. Appointments are not official until the individuals have accepted the offer in writing.

ARTICLE 8 – PROBATIONARY PERIODS

All members will serve an initial probationary period of six (6) months from the date of commencing duties in a position. During and up to the end of the probationary period, a member may be discharged for unsuitability in accordance with the following Article.

Under special circumstances specified by Human Resources and agreed to by the Association, the probationary period required can be extended, reduced or waived.

Members must be evaluated during their probationary period as outlined in Article 8.1

8.1 Assessment of Performance While on Probation

Throughout the probationary period, the department head or supervisor will provide timely and constructive feedback to the member that is relevant to meeting the requirements of the position. Performance must be discussed with the member and necessary improvements will be provided to the member in writing.

8.2 Final Probationary Assessment

Prior to the end of the probationary period, the department head shall advise the member in writing with a copy to Human Resources and the Association:

- a) that the member's appointment be continued;
- b) that the probationary period be extended for an additional period, giving reasons and subject to agreement by the Association;
- or
- c) that the appointment not be continued, giving reasons in writing at a meeting for such purpose with the Association present.

8.3 Termination of Probationary Appointment

A member with permanent or seasonal status who fails to successfully complete the probationary period in a new appointment will be advised in writing with an Association Representative present and shall be eligible for all applicable provisions as specified in Article 16.

A member without permanent or seasonal status who is terminated during the probationary period will be given one (1) month notice or pay in lieu.

8.4 Positions Brought into the Scope of the Association

Positions brought into the scope of the Association where the incumbent has been in the position for less than six (6) months shall complete the required probationary period as per Article 8.

ARTICLE 9 – ASSIGNMENT AND ASSESSMENT OF DUTIES

9.1 Placement and Review of Positions

9.1.1 New Positions

New Positions within the scope of ASPA will be placed in a family and phase by Human Resources based on the criteria matrix established for positions within the scope of

ASPA. Any member and/or manager who believes the position has been inappropriately placed may request a review in accordance with Article 9.1.2.

9.1.2 Review of Position Job Family and/or Phase

Any member and/or manager who believes the position in question has changed and the current placement no longer accurately reflects the position, may request a review of the position at any time. A review can occur once per 12 month period and will be conducted by **Human Resources**.

9.1.3 Salary Adjustments through Review

If the review results in a position placement to a lower or higher phase, the position and salary will be adjusted to the appropriate family and phase or the salary will be red-circled at its current level if the salary is above the maximum of the new salary range.

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

9.1.4 Appeal of Position Placement Decision by Human Resources

If a member and/or manager is dissatisfied with the decision of **Human Resources**, either party may request an appeal within thirty (30) days of receipt of the written decision. A joint appeals committee, made up of two (2) members from ASPA and two (2) members from management, will review these requests and render a written decision. All decisions of the appeals committee are final and not subject to the grievance procedure. **The appeal committee is named the Joint Management and ASPA Appeal Committee (JMAAC).**

9.2 Job Profile

The job profile describes the primary purpose of the position, the nature of the work, the education/qualifications required, and the accountabilities of the job. Duties are assigned by the member's supervisor in accordance with the job profile.

The job profile must be reviewed on an annual basis by the supervisor and member. Changes or additions to the job profile must be approved by the supervisor. Where a member does not have a current profile, and the member has brought this to their supervisor's attention without correction, the employee may then grieve the matter.

9.3 Work Hours Plan

The Association and the University recognize the diversity of the work performed by Association members and the need for different work hours in different positions. In addition both parties recognize the benefits of developing work hours plans based on, the regular operating hours of the unit, the business needs of the unit and the need to balance work and personal life. The plan will be jointly developed between the member and their supervisor

and updated as necessary. If no work hours plan has been documented the plan will be as per Article 9.3.1.

9.3.1 Standard Work Hours Plan

Standard work hours plans will be based on an annual framework of 1950 hours per year and 37.5 hours per week. Consideration for hours worked should be given to the core hours of the position and the regular operating hours of the University and unit, as outlined in the member's letter of offer.

Given the flexible nature of the work, employees may flex their time to balance the evolving needs of the University and personal life responsibilities. In order to meet these needs, employees may accumulate up to a maximum of fifteen (15) hours of flex time without explicit approval from their supervisor. The accrued time and the time taken will be reported to the supervisor on a monthly basis. Any additional time accumulated above the fifteen (15) hours will not receive compensation in the form of time off with pay or additional pay unless approved by the supervisor. Normally this approval will occur in advance of the time being accumulated.

Unit policies for time away need to be considered and adhered to.

9.3.2 Alternate Work Hours Plan

Recognizing the cyclical nature of the work and the requirement of non-standard work hours in some Association positions, the member and their supervisor will develop a mutually agreeable alternate work hours plan. This will include, but not be limited to; how the work will be completed over the course of the year and the ability of the member to accumulate and flex their work hours.

The work hours plan will be based on an annual framework of 1950 hours per year. Additional time accrued beyond 1950 hours per year shall not be carried forward from year to year. If the additional time is not scheduled by the end of the fiscal year, it shall be paid out.

Should the employment relationship end, any hours accumulated above 37.5 hours per week and approved as per the hours of work plan will be paid out at straight time at the member's current salary.

The Association will be provided with copies of work hours plans upon request.

9.4 Performance Review

The University and the Association recognize the benefit of ongoing performance feedback for employees. At least once per year, using the job profile as a basis, the supervisor shall meet and discuss the performance of duties with each member. The supervisor will then complete a performance feedback and development plan. A copy will be provided to the member. The member may attach a personal statement to the feedback, with a copy to the supervisor and

placed on the personnel file. Members who do not receive annual performance feedback or a development plan may grieve the matter.

9.5 Increment

Effective 1 May of each year, increments of 2% are provided up to the target point of the salary range to recognize growth in proficiency from experience and a satisfactory level of performance over a given time span, usually one (1) year. If a member's performance is considered unsatisfactory, the annual increment may be withheld. If the increment is to be withheld, the member will be given reasons in writing as soon as possible after the decision is made with a copy provided to the Association. Withholding an increment will be grievable subject to provisions of the grievance procedure (Article 17.2)

9.5.1 Increment Date

The increment date for all members is 1 May. Where the date of appointment is not 1 May, the increment adjustment is as follows:

- (a) Appointments effective between 1 May and 31 July inclusive will entitle the member to a full increment.
- (b) Appointments effective between 1 August and 30 April inclusive will entitle a member to an increment pro-rated on the basis of the number of days by which the effective date precedes 1 May.

Once an employee has reached the target point of his/her salary range, subsequent increases will be based on market and merit adjustments.

9.6 Merit

9.6.1 Merit Awards

Merit increase may be awarded when proficiency, growth and levels of performance are considerably better than what is viewed as "normal" and recognizes exceptional contributions.

Merit increases may be provided in one of two ways – base salary increases or lump sum bonuses. Base salary merit increases will be added to a member's base salary providing such an increase does not exceed the maximum of the salary range. If the salary increase would cause the member's salary to exceed the maximum of the salary range, a salary increase up to the maximum of the salary range will be added to the base-salary and the remainder will be paid as a lump sum bonus. Lump sum bonuses will not be added to a member's base salary.

Effective May 1, 1.33% of the total annual membership salary from the previous fiscal year is allocated for base salary merit increases. The percentage merit increase for each year is calculated based on the total base salary allocation divided by the total actual salaries of the members awarded base salary merit increases.

Effective May 1, 0.67% of the total annual membership salary from the previous fiscal year is allocated for lump sum bonuses. The lump sum percentage award for each year is calculated based on the total base salary allocation divided by the total actual salaries of the members awarded lump sum bonuses.

It is intended that up to 60% of eligible members will be awarded a merit award in any given year with approximately two thirds receiving base salary merit increases and the other one third receiving lump sum bonuses. All available funds will be dispersed to the meritorious recipients.

Merit decisions are not subject to the grievance procedure.

9.6.2 Merit Award Eligibility and Effective Date

In order to be recommended for merit, a member must be in the same position, in the same department as of 1 November of the current fiscal year.

The base salary award allocation will be effective 1 July.

9.6.3 Merit Process

The University will provide to the College Dean or Administrative Head the eligibility of ASPA members and the number of total merit allocations available for both salary increase and lump sum bonus awards that can be issued in the College or Unit.

The Dean or Administrative Head is accountable for developing the unit's merit process, in conjunction with the ASPA collective agreement, and determining the decision making process for merit awards for ASPA members within their College or Unit. A merit recommendation form must be completed with a full written rationale.

The Dean or Administrative Head is to forward all merit documentation to Human Resources by 15 June.

The Merit Audit Committee may request the Dean or Administrative Head to report on the College/Unit merit process in order to fulfill the audit process.

9.6.4 Merit Audit Committee

The Merit Audit Committee (MAC), chaired by the Associate Vice-President, Human Resources, has the authority to perform a systematic assessment of the effectiveness of any College/Unit merit process. The MAC makes recommendations, which will be forwarded to both the ASPA Executive and Human Resources for consideration.

Membership shall consist of four (4) representatives appointed by the Association and four (4) representatives appointed by the University one of whom is the Associate Vice-President, Human Resources.

If a member or manager is dissatisfied with the outcome of the merit process, either party may request a systematic review be conducted by the Merit Audit Committee. Requests must be forwarded to Human Resources by 15 October.

9.6.5 Merit Utilization Statement

Annually, the University shall provide ASPA a report listing the allocation of merit awards that occurred in the previous fiscal year.

9.7 Other Assignments

9.7.1 Additional Assignments

Under certain circumstances, it may be appropriate for members to assume responsibilities in addition to their regular duties for which they may receive extra remuneration, e.g. teaching a class, marking papers, additional administrative duties, assuming more senior responsibilities in a temporary capacity, or any project where significant extra time is required.

Permission to assume such additional responsibilities must be obtained from the department head and Human Resources.

9.7.2 Acting Appointments

When a member is requested to take on additional responsibilities on an acting basis additional compensation will be provided. The extent and nature of additional compensation will be determined by the department head and the member, in consultation with Human Resources and, at the member's request, the President of the Association.

9.8 Entry and Re-entry of Members from Excluded Positions

9.8.1 Temporary Appointment to Out-of-Scope Position

A member who is appointed to a position excluded from the Association shall cease membership and stop paying dues for the duration of the appointment provided the appointment is for more than thirty-one (31) calendar days. At the completion of the appointment to an excluded position, the member will automatically become eligible for Association membership, will commence paying dues and will have all rights and privileges (which are possible at the time) as if membership had been held continuously throughout the period of appointment to the excluded position.

9.8.2 Reappointment to In-Scope Position

A member reappointed to a position in the Association, who has had previous continuous employment with the University, will become eligible for membership and will commence paying dues upon appointment. Except for the probationary requirement, the member will have all rights and privileges (which are possible at the

time) as if membership in the Association had been throughout the member's University employment.

9.9 Outside Employment

Members must comply with the Board of Governors Policy on Conflict of Interest and outside employment (<http://policies.usask.ca>).

9.10 Membership in Professional Associations

The University shall reimburse professional fees to members who are required as a condition of employment, to have a certification, license, or membership in a professional association in order to perform their duties. Human Resources will include in the job posting a reference to any employment requirement and the Department Head shall include the requirement in employment letters of offer.

9.11 Adjustment to Salary Ranges and Salary

All positions in the Association are placed in the Salary Ranges attached as Schedule "1".

9.11.1 Salary Ranges

Effective May 1, 2016:

Minimums and maximums of the salary ranges will be adjusted by 1.5%.

**Target point for Phase 1 adjusted by 5%
Target point for Phase 2 adjusted by 2.5%
Target point for Phase 3 adjusted by 5%
Target point for OA1 adjusted by 1.5%**

Effective May 1, 2017 and 2018, the minimums, maximums and target points of the salary ranges will be adjusted by 2%.

9.11.2 Salary

Effective May 1, 2016, 2017 and 2018, a base salary adjustment of 1.5% for all active members up to that maximum of the new salary ranges will be provided.

A one-time payment in the amount of \$2,200 (pro-rated based on FTE) will be provided to each member who is active on the date of signing of the tentative agreement (February 4, 2016), paid within sixty (60) days of ratification.

ARTICLE 10 – MARKET ADJUSTMENTS

The determination and payment of market adjustments is the sole responsibility of the University. In the event a new market adjustment is warranted or the University has reason to change an existing market adjustment the University will notify the Association one (1) month in advance of this change being implemented.

The Association through the AECC will discuss the appropriateness and fairness of all market adjustments.

ARTICLE 11 – PROMOTIONS AND TRANSFERS

11.1 Promotions and Transfers

11.1.1 Promotions

A promotion is the appointment of a member to another position, within the same department or elsewhere in the university, involving duties and responsibilities of a more complex or demanding nature and which are recognized by a higher salary.

11.1.2 Transfers

A transfer is the appointment of a member to another position within the same department or elsewhere in the University, involving duties and responsibilities of a comparable nature and having a similar salary. In certain circumstances, the transfer may be at a lesser salary.

Appointments that are defined as promotions or transfers are probationary, as specified in Article 8. A member who accepts a promotion or transfer and who fails to qualify for permanent status in the new position shall be eligible for all applicable provisions as specified in Article 16.

11.2 Salary Adjustment Through Promotion and/or Review of Position

If a member's salary is changed upward by promotion or through a review of the position, the new salary shall be within the salary range of the phase for the new position. The new salary will be at least 3% of the target point in the new phase higher than the former salary, or the minimum of the new phase (whichever is higher). Details of the calculation will be provided to the member by Human Resources.

ARTICLE 12 – BENEFITS

12.1 Benefit Plans

All members shall enroll in employee benefit plans for which they are eligible according to the terms of those plans. Employees already contributing to the Non-Academic Pension Plan at the time of appointment to a position within the Association will be given the option of retaining membership in that plan. Detailed information concerning the following benefit plans will be provided by Human Resources and updated regularly:

- a) University Pension Plan
- b) Group Life Insurance Plan
- c) Salary Continuance Plan
- d) Family Dental Plan
- e) Family Extended Health Care Plan
- f) **Flexible Spending Program**
- g) **Business Travel Insurance**

12.1.1 Benefits for Members on Seasonal Layoff

During seasonal layoff, Seasonal Employees will be eligible to continue their benefits under Article 12, unless prohibited by the benefit plan. If the member elects to continue benefits, he/she will be required to pay both the employee's and the employer's share of the premium costs.

12.2 Part-time Benefits

After an initial qualifying period of twenty-six (26) weeks from the date of hire, members who work at least three hundred and ninety (390) hours during the qualifying period will be provided with benefits under the *Part-time Benefits Plan* as per *The Saskatchewan Employment Act*.

12.3 Pension

All members who hold an appointment greater than or equal to 0.5 FTE and greater than six (6) months shall be enrolled in the pension plan. The University and the members of the plan shall each make contributions to the plan. The current contribution rate is 6.82% and is matched by the University. The pension plan is administered in accordance with the terms of the plan.

Members with less than 0.5 FTE may be eligible for part-time pension in accordance with pension legislation.

12.4 Basic Group Life Insurance

All members who hold an appointment of greater than or equal to 0.5 FTE and greater than or equal to a six (6) month term will be eligible for Group Life Insurance. This may include a three (3) month waiting period as per the terms of the plan.

12.5 Salary Continuance Plan

All members who have an employee status of permanent or seasonal or a term appointment of greater than or equal to 0.5 FTE and greater than or equal to one (1) year will be eligible for the Salary Continuance Plan.

12.6 Family Dental Plan

All members who hold an appointment of greater than or equal to 0.5 FTE and greater than or equal to a six (6) month term will be eligible for the Dental Plan. This may include a three (3) month waiting period as per the terms of the plan.

12.7 Family Extended Health Care Plan

All members who hold an appointment of greater than or equal to 0.5 FTE and greater than or equal to a six (6) month term will be eligible for the Extended Health Care Plan, including a drug card with mandatory generic substitutions.

12.8 Flexible Spending Program

Eligible members will be provided with \$900 annually in a Flexible Spending Program (FSP). The Program provides additional health and wellness benefits. Total credits will be allocated amongst the Health Spending Account and the Personal Spending Account, in accordance with the term of the plans.

Eligible members are those enrolled in the Family Extended Health Benefit Plan as per the FSP terms of reference.

Remaining credits in either account can be carried forward to the next benefit year only.

12.9 Business Travel Insurance

All members are eligible for business travel insurance coverage.

12.10 Accountable Professional Development Account (APDA)

The Accountable Professional Development Account (APDA) is available to eligible members except those on unpaid leave.

Eligible members are defined as:

- 1) Permanent or seasonal employees in a greater than or equal to 0.5 FTE position
- 2) Term appointments that are greater than or equal to 0.5 FTE and have greater than or equal to a one (1) year appointment
- 3) Other term appointments less than 0.5 FTE and greater than one (1) year or less than or equal to 1.0 FTE and less than one (1) year receive APDA allocation prorated based on their total FTE

On May 1, each member will receive an annual APDA allocation of \$1,100. The allocations are cumulative from year to year to a maximum of \$9,000.

Members who are appointed between November 1 and April 30 will have their APDA allowance reduced by 50% for the first year of employment only.

Members returning from leave without pay will have their allocation prorated in proportion to time worked during the fiscal year and their payroll FTE status on the date of return to work.

APDA shall be used to defray expenses associated with related professional activities, teaching, education, or research.

Professional development includes those activities which enhance a member's work performance, ability or effectiveness.

Consult Financial Services for a list of eligible expenses and claim procedures.

12.11 Tuition Waiver

Eligible members shall be entitled to have tuition fees waived (not reimbursed) for one (1) course for credit per academic term for courses taken at the University of Saskatchewan. Registration is completed through the normal class registration procedure. The tuition waiver is accessed through Student Accounts & Treasury, **Student and Enrollment Services Division**.

Provided that space is available in the course, the tuition for auditing one (1) six-credit unit course or equivalent, per academic year, will be waived by the University. If the course is audited during normal working hours, approval must be obtained in advance from the department head.

Eligible members are defined as:

- 1) Permanent or seasonal employees in a greater than or equal to 0.5 FTE position**
- 2) Term appointments that are greater than or equal to 0.5 FTE and have greater than or equal to a one (1) year appointment**
- 3) Other appointments are eligible to apply for the Tuition Waiver at 50% prorated**
 - Eligibility is based on the criteria for benefits or the accumulation of 400 hours within a two (2) year period using ASPA hours only**

12.12 Tuition Reimbursement Fund (TRF)

Effective May 1, the University will provide an annual allotment of \$180,000 to the TRF.

The specific allocation will be determined by the Association on an annual basis. The TRF is available for members' immediate family (spouses, partners, and children). Tuition reimbursements will be made annually. Terms of reference for the fund will be subject to agreement between the parties. The Student and Enrolment Services Division (SESD) at the University will administer the fund.

All unexpended tuition reimbursement funds will be carried forward from year to year.

12.12.1 Eligibility Criteria

The TRF is open to students who are immediate family members (spouses, partners, and children) of Association members’.

In order to be eligible, applicants must have successfully completed one or more University of Saskatchewan courses that qualify for credit toward a degree or diploma program.

If an Association member resigns, retires, become deceased or ceases to be an Association member, dependents may apply for a tuition reimbursement for the academic year that encompasses the day the Association member ceases to be a member of Association.

12.13 Retirement Recognition

At retirement, a member who has twenty-five (25) years or more service may elect to take six (6) additional weeks vacation immediately prior to retirement or six (6) weeks pay in lieu. Similarly, a member who has twenty (20) years service or more up to twenty-five (25) years may elect four (4) weeks additional vacation or equivalent pay in lieu.

Members should make their election as early as possible in their final year to minimize any departmental disruption.

12.14 Kinesiology Facilities

The University agrees that members shall have access to the University’s Kinesiology fitness facilities as part of a wellness initiative subject to the priorities of teaching, research and intramural and intercollegiate sports, as established by the University. This is a taxable benefit in accordance with the *Income Tax Act* set out by the Canadian Revenue Agency.

12.15 Employee Assistance Program (EAP)

The Employer agrees to provide an EAP as described in the Joint Stakeholder Agreement dated 29 March 2007 and as amended from time to time by the EAP Board. The Stakeholder Agreement may be modified from time to time with the approval of the EAP Board following consultation with all parties to the Agreement. The Association will provide a representative to the EAP Board as per the Stakeholder Agreement.

ARTICLE 13 – EMPLOYMENT OF PERSONS OF THE SAME FAMILY

Persons of the same family may apply for and be considered for Association positions at the University. All opportunities and benefits accruing normally to a position will apply where such an appointment is made. The President and the Associate Vice-President, Human Resources (only) must approve the employment of persons of the same family on the faculty or staff in the same department in accordance with University guidelines.

ARTICLE 14 – DISCIPLINE

The University will ensure that performance and misconduct problems are addressed constructively providing for fair and equitable treatment for all members.

The University reserves the right to discipline any member for just cause. Just cause can result from unacceptable performance of duties or misconduct.

14.1 Progressive Discipline

The University endorses the concept of progressive discipline in situations of poor performance or misconduct.

In normal circumstances, performance concerns including corrective action will be first discussed with the member. If the member is unable to meet expectations, then progressive discipline will be followed.

Discipline for misconduct should be progressive, however should the circumstances dictate the employer may initiate disciplinary action as deemed appropriate.

14.1.1 Letter of Reprimand

A letter of reprimand will be provided to the member in a meeting with an Association representative present outlining the gap between expectations and current performance or conduct and the corrective action required. A reasonable period of time must be provided to the member to allow him/her to achieve the stated expectations.

14.1.2 Letter of Warning

If a member's performance or conduct continues to be unacceptable, a letter of warning documenting the gap between expectations and current performance or conduct will be provided to the member with an Association representative present. The letter will indicate a reasonable time frame in which the member will be given the opportunity to improve, the corrective action and consequences if the expectations are not met.

14.1.3 Suspension

If a member's performance or conduct continues to be unacceptable, they may be suspended without pay. In a meeting with an Association representative present, the member will be advised in writing of the effective date and length of suspension from duties, giving reasons for the action. Copies of the letter will be provided to the Association.

If the suspension is successfully grieved by the Association and the member is reinstated, the suspension will be removed from the member's official Employee file and the member shall be compensated for salary and benefits lost between the date of suspension and the date of reinstatement.

14.1.4 Dismissal

The University reserves the right to dismiss any member for unacceptable performance **or misconduct** after every reasonable attempt to help the member meet expectations has been exhausted.

In normal circumstances, a letter of dismissal outlining the reasons for and the date of the dismissal will be provided to the member in a meeting with an Association representative present.

The Association will be advised in advance of any dismissal action being taken and a copy of the letter will be **provided** to the Association.

In the event the member does not attend a scheduled meeting pursuant to this Article, the notice of discipline will be mailed to the member's last known address, with a copy provided to the Association.

If the Association grieves, the member will be deemed suspended without pay until the grievance procedure is concluded. In the event the grievance procedure results in the member being reinstated, the salary and benefits lost between the date of suspension and the date of reinstatement will be determined as part of the settlement of the grievance.

14.2 Disciplinary Letters

Disciplinary letters must form part of the official employee file (Article 18).

A disciplinary letter will be removed from the official employee file after two (2) years of acceptable performance or conduct regarding the issue(s) in question. While the letter is on file, it may be used to support future discipline on the issue(s) outlined in the letter.

ARTICLE 15 – TERMINATION OF EMPLOYMENT

Upon notification of termination of employment the member will ensure that all financial obligations to the University have been satisfied. The University will provide a preliminary list of financial obligations within fourteen (14) days of the effective date of termination. Outstanding financial obligations of the member may be withheld from the final pay cheque until the obligations have been resolved. Such obligations may include amounts owing to the University for goods and services, books borrowed from the library, audio-visual equipment on loan, keys, tools, education, housing and travel advances not repaid.

15.1 Resignation from the University

Whenever possible, a member must resign in writing at least one (1) month in advance of resignation. The notice period should be in addition to any unused vacation entitlement.

15.2 Retirement

A member who intends to retire should contact the Benefits Office for information regarding the appropriate notice period and other provisions at least six (6) months prior to the expected date of retirement.

The normal retirement date of a member is the 30th day of June coinciding with or next following the member's 67th birthday.

Benefit coverage will continue for employees who work past their normal retirement date with the following exceptions:

- Long-term disability plan coverage and benefits will not be available to employees who work past their normal retirement date,
- Pension plan available to employees remains in place past their normal retirement date in accordance with the terms of the plan and applicable legislation.

Human Resources will contact the member regarding benefits changes that occur at normal retirement. Subject to the provisions of the applicable pension plan a member may retire before the normal retirement date. Prior to retiring, if the member wishes, duties, responsibilities and salary may be reduced on terms mutually agreeable to the member, the department head and the Associate Vice-President, Human Resources.

Members electing retirement will not be eligible for severance benefits as part of their retirement package.

15.3 Death

In the event of the death of a member, the department head should notify Human Resources immediately.

15.4 Employer Initiated Termination

The University reserves the right to dismiss any member for just cause. Just cause can result from unacceptable performance of duties or misconduct. Dismissal for just cause must be conducted in a manner consistent with Article 14.

15.4.1 – Term Status Termination

A member with term status, who is terminated for not being suitable for continued employment in a position, will be given one (1) month pay in lieu or notice as per Article 8.

15.5 Termination of Term Positions

The employment of a member with term status, in a term position, ends automatically upon the expiration of the stated term date, without notice.

A member with term status whose term position ends prior to its stated expiration date will be provided with one (1) month notice or pay in lieu of notice.

15.6 Employer Initiated Layoff

The University reserves the right to lay off a member as per Article 16.

ARTICLE 16 – LAYOFF

Before any layoff action is taken, the University shall advise the Association of the action.

The affected member(s) shall be given written notice of layoff. The University will forward a copy of the layoff notice to the Association.

No permanent or seasonal member will be laid off as a result of anyone outside the bargaining unit performing a majority of the duties of the laid off member or another member being assigned the majority of the duties of the laid off member.

The following provisions are in effect until April 30, 2017:

16.1 Notice or Pay in Lieu of Notice

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

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

TABLE 16.1 - Notice Period

Length of Service *	Notice Period
One to 5 years	1 month
6 years to 10 years	3 months
11 years to 19 years	7 months
20 years	8 months
21 years	9 months
22 years	10 months
23 years	11 months
24 years or more	12 months
* Based on full years of continuous service (no pro-ration for partial years). All or a portion of notice may be given as working notice. The member will continue to be paid at his/her current monthly salary during the working notice period.	

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

The employment of a member with term status terminates automatically upon the expiration of the stated term date, without notice.

A member with term status whose term position ends prior to its stated expiration date will be provided with one (1) month notice or pay in lieu of notice.

16.2 Reassignment

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

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

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

16.3 Retraining

A member will continue to have access to his/her existing APDA funds for a period of six (6) months.

16.4 Severance

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

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

If the member wishes, severance pay may be paid on a monthly basis at the salary rate effective at the date of severance.

Normally, any employee who is provided with pay in lieu of notice or severance shall not hold another appointment to a position at the University until the end of the combined notice and severance period, or equivalent time frame if taken as a lump sum payment.

Where an employee re-commences employment prior to the equivalent of the combined notice and severance period, the following will apply:

Monthly notice arrangement will cease automatically for an employee who successfully finds other employment within the university.

In the event that the member elected a lump sum payment, a repayment of the remaining of the monthly equivalent will be required before employment can re-commence.

16.5 Out-Placement Services

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

16.6 Benefits

A member will be eligible to continue his/her benefits (health, dental, life) under Article 12, unless prohibited by the benefit plan, during the notice period providing he/she elect monthly salary payments.

Effective May 1, 2017, the above provisions are superseded by the following language:

16.1 Notice and Severance

In the event of a layoff, a meeting will be held for such purpose with the Association and Human Resources in attendance. The department head will provide written notice to the member, with a copy to the Association and Human Resources, indicating the effective date of the layoff.

If working notice is not given, the member shall receive pay in lieu of notice.

In the event a member is not present at the scheduled meeting, the written notice will be mailed to the member's last known address and the Association shall receive a copy.

Members with permanent or seasonal status are entitled to notice and severance equivalent to one (1) month per year of service to a combined maximum of twenty four (24) months, based on completed years of continuous service. Notice and severance shall be paid in lump sum at the current monthly salary at the time of layoff.

Normally, any employee who is provided with pay in lieu of notice or severance shall not hold another appointment at the University until the end of the time frame equivalent to the notice and severance period.

Where an employee re-commences employment within the university prior to the equivalent of the notice and severance period, a repayment of the remaining monthly equivalent will be required before employment can re-commence.

Upon payment of notice and severance pursuant to this Article, a member shall also be paid out 50% of his/her existing APDA balance for purposes of career adjustment and transition. The remaining balance reverts to the University.

16.2 Benefits

Members may be eligible to apply for individual health, dental and life insurance coverage under the current benefit provider without requalifying pursuant to the stipulations and requirements of such Plans. Members with service of two (2) years or greater will be provided with \$300 to assist with the cost of conversion.

ARTICLE 17 – GRIEVANCE PROCESS

The purpose of this article is to provide a mechanism to resolve interpretation and application issues of this agreement between the Association (including individual members) and the University. This will provide members with a timely and constructive process for bringing forward issues or concerns.

Provisions of this agreement apply to Seasonal Employees during their work periods only. Any disputes or grievances arising from the period of employment may be dealt with during the layoff period.

The time periods specified in this article, as they apply to each case, may be subject to extension by mutual agreement if circumstances warrant.

17.1 Informal Process

The parties agree that disputes can frequently be resolved by informal, timely discussion and constructive communication between the parties or between a staff member and his/her immediate supervisor(s) in the workplace. Human Resources and the Association may be engaged to identify alternative resolutions.

If the discussion process cannot resolve the issue, the parties can meet with representatives of the Association and the University. The AECC may act to resolve issues before proceeding to grievance or arbitration.

17.2 Grievance Definition

Should a difference arise between the University and the Association concerning the interpretation, application, or alleged violation of any of the terms of this Agreement that cannot be resolved as outlined above, the Association may choose to file a grievance.

The Association is entitled to initiate a grievance in its own right or on behalf of a member.

17.3 Grievance Timing and Procedure

A grievance proceeding is initiated by a statement in writing to the Associate Vice-President, Human Resources (only), which sets out the substance of the grievance and indicates the provisions of the Agreement that are alleged to have been improperly interpreted, wrongly applied, or violated.

A statement of grievance must be filed within thirty (30) calendar days of when the grievor or Association knew or reasonably ought to have known of the alleged infraction.

17.3.1 Stage One

Written grievances shall be heard by the dean/administrative unit head or designate within thirty (30) calendar days of receiving the grievance. The dean/administrative unit

head or designate will render a written decision within thirty (30) days of the date of the hearing.

The Association reserves the right to identify a conflict of interest on the part of the dean/ administrative head and request an alternate appointment to hear the grievance.

Administrative Grievance: Grievances involving interpretation or administration of this agreement, not involving a specific individual and grievances by a group of employees shall be taken directly to Stage Two of the following procedure.

17.3.2 Stage Two

The Association may, within fifteen (15) calendar days of the written decision at Stage One, refer the grievance to the Associate Vice-President, Human Resources or designate.

The grievance shall be heard at Stage Two within fifteen (15) calendar days. A written decision shall be rendered within fifteen (15) calendar days of the Stage Two hearing.

17.4 Arbitration

Either party may within fifteen (15) calendar days of receiving the grievance decision (Stage One or Stage Two) give written notice of their intention to proceed to binding arbitration.

In the event that either party to this agreement decides that a grievance should proceed to the arbitration stage, the appointment of an arbitrator will be made by rotation in accordance with the following list:

- **Dirk Silversides**
- **Sheila Denysiuk, Q.C.**
- **William Hood, Q.C.**

If the appointed arbitrator is unable to begin hearing the grievance within a reasonable period or he/she declares a conflict of interest, the next arbitrator on the list shall be **appointed**.

If either the Association or the University declare a conflict of interest, the next arbitrator on the list shall be appointed or the Saskatchewan Minister of Labour Relations and Workplace Safety will be asked to appoint an arbitrator, at the choice of the non-expressing party.

By mutual agreement, the parties may utilize an expedited process.

17.4.1 Powers of the Arbitrator

The arbitrator shall have the power to settle the grievance involving dismissal or disciplinary action by arrangement that he/she deems just and equitable.

The arbitrator shall not have the power to alter the terms of this Agreement, nor to substitute provisions for existing provisions, nor to give any decision inconsistent with the terms of this Agreement.

17.4.2 Arbitration Fees and Expenses

The fees and expenses of the arbitration shall be shared equally between the parties. Each party shall be responsible for its costs, fees and expenses of the arbitration, except salary of University employees.

ARTICLE 18 – OFFICIAL EMPLOYEE FILE

18.1 Access to Official Employee File

Members shall have the right to examine their official employee file maintained in Human Resources at any time during regular office hours in company with a Human Resources employee. Examination of the file shall be kept in confidence. The member may be accompanied by an Association member of his/her own choosing. Members may add to the file a response to any document contained therein.

18.2 Confidential Documents

In the case of official employee files there are two types of confidential information: employee health documents and documents submitted in confidence. Information pertaining to the member's health such as medical and counseling records or documents from the Employee Assistance Program are confidential and may be viewed by the member, the designated Association member and Human Resources only. Documents submitted in confidence are confidential and may be viewed by Human Resources only. Documents submitted in confidence are not made available to members or their representatives.

Upon request, members will be provided with an inventory of the documents submitted in confidence in their official employee file. The inventory shall list the date of the document, general subject, purpose for which solicited, and the person by whom it was solicited or whether it was unsolicited. No other documents in a member's official employee file shall be considered confidential.

18.3 Response to Documents Submitted in Confidence

Documents submitted in confidence must be validated before they may be placed in a member's official employee file. If a document or letter clearly marked as confidential and containing a serious indictment of a member's professional conduct is received, the department head shall investigate the matter and, without revealing the source, discuss the relevant facts or opinions with the member. The member may choose to be accompanied by a representative of the Association during such discussion. If the department head concludes that the charges are substantiated, the document or letter may be placed in the member's official employee file as a document submitted in confidence, provided that the member is informed and permitted to file an explanation. The fact that the member was informed of the letter shall be noted in the file.

ARTICLE 19 – HOLIDAYS AND VACATION

19.1 Holidays

19.1.1 The University Recognizes the Following Statutory Holidays:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Saskatchewan Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

19.1.2 Special Holidays

In recognition of the need for members to occasionally work in excess of the work plan guidelines, the University will provide three (3) additional days off during the fiscal year. These days will normally be taken between December 25th and January 1st when the University is closed. Alternate days will be provided if the member is required to work during the Christmas and New Year's season.

19.2 Annual Vacation

19.2.1 Vacation Accumulation (20 working days).

During the first six (6) years of service, a member will earn vacation at the rate of **twenty (20) working days per year with the monthly accumulation rate depending on the number of working days in the month.** The vacation anniversary date shall be **the date of appointment.** Part-time members will earn vacation on a pro rata basis.

19.2.2 Vacation Accumulation (25 working days).

After six (6) years of service until sixteen (16) years of service, the member will earn vacation at the rate of **twenty-five (25) working days per year with the monthly accumulation rate depending on the number of working days in the month. Part-time members will earn vacation on a pro rata basis.**

19.2.3 Vacation Accumulation (30 working days).

After sixteen (16) years of service, the member will earn vacation at the rate of **thirty (30) working days per year with the monthly accumulation rate depending on the number of working days in the month. Part-time members will earn vacation on a pro rata basis.**

19.3 Vacation Taken

Vacation is to be taken after it is earned. The member is expected to use the entitlement by the end of the fiscal year following the year in which it is earned. It is the responsibility of the department head to ensure that a vacation may be taken annually by the member. Wherever possible, the vacation shall be planned in accordance with the wishes of the member.

19.4 Vacation Carry Over

Under special circumstances, a member may, at the time of reviewing annual vacation, request permission from the department head to carry over up to and including one-half of his/her annual vacation entitlement from one year to the next. The member, upon approval of this carry over request, which will not be unreasonably denied, must use all annual entitlement in the year into which vacation is carried forward.

ARTICLE 20 – LEAVES

Application for any type of leave must be submitted to Human Resources by the specified date, with supporting recommendations from the department head.

All members granted leave for any of the purposes shown below must arrange with Human Resources for the continuation of employment benefits for which they are eligible during the period of leave. The University's costs of benefit coverage during any paid leave will be paid by the University subject to any restrictions imposed by legislation or the benefit plan. The University's costs of benefit coverage during any unpaid leave will be paid by the member, unless stated otherwise in the leave article. The benefit coverage is subject to any restrictions imposed by legislation or the benefit plan.

20.1 Leave, Special

While there are no sabbatical leave provisions for members of the administrative staff, the University will consider applications from permanent or seasonal members for special leave for periods of up to twelve (12) months duration. The leave may be granted at full pay or partial pay and must be for a suitable purpose. To be eligible to apply for special leave, members must have held an appointment for a period of not less than six (6) years continuous service. An application for leave must be submitted to the Associate Vice-President, Human Resources at least six (6) months prior to the date the leave is to commence. The application will be considered by the Vice-President (Finance and Resources) in consultation with the department head, Associate Vice-President, Human Resources and a nominee of the Association. The member shall be notified of the result of the consideration of the application within two (2) calendar months. A statement of the applicant's proposed program is to accompany the application and a report is to be submitted on return.

20.2 Leave, Deferred Salary

Permanent or seasonal members may apply to participate in the deferred salary leave plan in accordance with the conditions set forth in the regulations governing the plan. These

regulations are subject to mutual agreement between the University and the Association and can be obtained from Human Resources.

20.3 Leave, Education

20.3.1 Leave, Paid Education

Eligible members may apply for paid education leave to enroll in seminars, short courses, and other similar instructional programs for the purpose of obtaining or enhancing skills and knowledge directly related to their employment at the University. Applications must be accompanied by a recommendation from the member's department head, and be submitted to the **Dean or Senior Administrative Head** at least four (4) weeks prior to the commencement of the proposed leave.

The **Dean or Senior Administrative Head** shall determine whether the training will be of sufficient benefit to the member and the University to qualify for paid education leave, and whether the effect on the normal operation of the member's department is sufficiently minimal to permit this absence.

Eligible members are defined as:

- 1. A permanent or seasonal employee in a greater than or equal to a 0.5 FTE position;**
- 2. A term appointment that is greater than or equal to 0.5 FTE and is greater than or equal to a one-year appointment.**

20.3.1.1 Requirement to Return

A member granted paid education leave is required to return to employment with the University following completion of the leave for a period of two (2) months for every month or part of a month of education leave taken, and shall sign a promissory note to this effect prior to proceeding on leave. Where a member does not complete this return to service commitment, the portion of the commitment completed, if any, shall be credited against the member's promissory note and the balance of any salary benefit received shall be repayable to the University, in accordance with the terms specified in the promissory note, unless waived by the University.

20.3.2 Leave, Unpaid Education

The provisions of Article 20.3.1 do not apply to education leave requested for the purpose of commencing or continuing full-time studies toward a University degree, diploma or technical program. If granted, such leaves will normally be for up to a maximum of one (1) year, but may be reviewed with the consent of the department head.

A letter of application must be submitted to the **department head** at least three (3) months prior to the commencement of the proposed leave.

20.4 Leave Without Pay

Leave of absence without pay may be granted to enable a member to spend time away from the University. In general, such leaves will be granted, subject to the approval of the department head provided that the work of the department is not seriously disrupted. Such leaves may be granted for up to a maximum of one (1) year. However, in special circumstances approved by the department head and the Associate Vice-President, Human Resources, an extension of this one-year period may be granted.

Applications must be submitted to the **department head** as early as possible, preferably not less than **three (3)** months prior to the date the leave is to commence. This requirement may be waived when short periods of leave are requested or in special circumstances approved by the department head.

20.5 Leave to Hold Political Office

The University shall, upon written request from a member to the **department head**, grant leave of absence without pay to be a candidate in federal, provincial, or municipal election. A member who is a candidate for office shall be entitled to take vacation at the time of an election in lieu of leave without pay. **The request for such leave will be submitted as early as reasonably possible.**

A member elected to public office shall be entitled to a leave of absence without pay during the term of office. The University agrees to permit the member to restrict the period of leave to coincide with legislative responsibilities if such partial absence will not seriously affect the member's performance of duties.

20.6 Leave for Court Attendance

A member summoned for court attendance or directed by the University to attend (e.g. jury duty or as a court witness), shall suffer no loss of salary while so attending. Remuneration paid to the member by the court must be remitted to the University within thirty (30) days of receipt.

20.7 Leaves, Maternity, Adoption and Parental

Parents who are caring for a newborn or newly adopted child are eligible for maternity, adoption, or parental leave as outlined below:

20.7.1 Leave, Maternity

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

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

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

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

20.7.2 Leave, Adoption

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

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

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

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

20.7.3 Leave, Parental for Maternity or Adoption

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

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

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

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

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

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

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

20.7.5 Supplemental Benefits Plan

After twelve (12) months of continuous service at the university, a member who qualifies for a leave as defined under Article 20.7.1, 20.7.2, 20.7.3, or 20.7.4 and is in receipt of Employment Insurance (EI) benefits is eligible to receive supplemental benefits. The Employer will provide a supplemental benefit of 95% (inclusive of EI) of weekly earnings (based on his/her pre-leave earnings) for a period of up to twenty-one (21) weeks (including the 2 week waiting period).

In no case will the total amount of supplemental benefits, employment gross benefits, and any other employment earnings received by the member exceed 95% of the member's regular weekly earnings (based on his/her pre-leave earnings).

20.7.6 Benefit Coverage

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

20.7.7 Vacation

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

The member's vacation accumulation date will not be adjusted for the length of any Article 20.7 leave. A member eligible for the Supplemental Benefits Plan (Article 20.7.5) is also eligible to accrue annual paid vacation, as per Article 19.2, at his/her full appointment rate (FTE) for the period during which he/she collect the Supplemental Benefits Plan.

Unpaid annual vacation will accumulate at the rate defined in Article 19.2 for the portion of any Article 20.7 leave that is not covered by the Supplemental Benefits Plan, or for the entire leave for members who do not qualify for the Supplemental Benefits Plan.

20.7.8 Increments

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

20.7.9 Reinstatement and Return to Work

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

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

20.8 Leave, Bereavement and Compassionate

A member will be granted reasonable leave of absence for urgent personal reasons such as bereavement, serious family illness, etc. Permission should be obtained from the department head prior to taking such leave so that arrangements can be made to carry on the member's duties during the absence. Upon receipt of written application for the leave, the department head, taking the particular circumstances of the situation into consideration, will authorize the leave with or without pay and benefits. Leaves will not be unreasonably denied.

20.9 Leave, Personal / Family

In order to meet the needs of a member to attend to emergent, personal or family situations, a maximum of three (3) days of paid leave is available per calendar year and does not accumulate from year to year.

20.10 Leave, Sick

Eligible members are entitled to disability benefits as defined under the Salary Continuance Plan, Article 12.5.

Members hired on a term or part-time basis, who are not included under the provisions of the Salary Continuance Plan are entitled to an allowance of one and one-quarter (1.25) days sick leave per month of employment. The allowance is cumulative and is prorated for part-time employees.

20.10.1 Leave, Sick - Medical Evidence

If a member's use of sick time warrants examination, the University may require the member to provide satisfactory medical evidence, such examination shall be at the University's expense.

ARTICLE 21 – USE OF UNIVERSITY PREMISES

21.1 Facilities

Subject to availability, the University will allow the Association to use internal postal services of the University, University Printing Services, computing facilities, and audio-visual equipment at University rates.

21.2 Space

The University agrees to provide suitable office space. Subject to availability and normal University regulations concerning use of space, the University agrees to provide the Association with suitable meeting rooms, upon request.

21.3 Bulletin Boards

The University shall provide union Bulletin Boards which shall be placed so that all members will have access to them and upon which the Association shall have the right to post notices of meetings and such other notices as may be of interest to the members.

ARTICLE 22 – DISCRIMINATION AND HARASSMENT

22.1 Discrimination

The parties agree that there shall be no discrimination practiced with respect to any member of the bargaining unit **in accordance with *The Saskatchewan Human Rights Code and Regulations* or for activity in the Association.**

22.2 Harassment

The University and the Association do not condone harassment. The University has developed a harassment policy covering all members of the campus community. Requests for information or concerns about harassment can be directed to the Discrimination and Harassment Prevention Coordinator, a member of the Association Executive or Human Resources.

Harassment is grievable. Both parties agree that all proceedings and the results thereof will be dealt with in strictest confidence.

ARTICLE 23 – MISCELLANEOUS

23.1 Accommodation of Disability

In keeping with the requirements of *The Saskatchewan Employment Act* and *The Saskatchewan Human Rights Code and Regulations*, the University and the Association acknowledge that employers and unions have a duty to accommodate employees who become disabled. **The University will provide the Administrative Employees Consultative Committee (AECC) with regular updates on accommodation plans.**

23.2 Duration of Agreement

This Agreement shall be in effect from **May 1, 2014 to April 30, 2019**, and shall continue in effect from year to year unless amended or terminated in accordance with *The Saskatchewan Employment Act*.

23.2.1 Commencing Collective Bargaining

If mutually agreed, the parties may commence collective bargaining more than 60 days prior to the termination of the Agreement.

In witness thereof, the parties have executed the Agreement this 25 day of April, 2016.

On behalf of the Administrative and Supervisory
Personnel Association (ASPA):

Ken Glover

Jim Coller

Dawn Giesbrecht

Chloe Corcoran

Paola Chiste

On behalf of the University of Saskatchewan
represented by:

Greg Trew

Jeff Hepp

Brandy Halter

Brad Steeves

Barb Gillis

Cheryl Carver
On behalf of the Chair, Board of Governors

Trika Macdonald
On behalf of the Secretary, Board of Governors

SCHEDULE 1 - SALARY RANGES

May 1, 2014 - April 30, 2016

Family	Phase	Minimum	Target Point	Maximum
Instructional	1	\$45,770	\$57,214	\$71,517
	2	\$59,517	\$74,397	\$92,996
Information Technology	1	\$45,770	\$57,214	\$71,517
	2	\$59,517	\$74,397	\$92,996
	3	\$75,234	\$94,043	\$125,312
Managerial	1	\$45,770	\$57,214	\$71,517
	2	\$59,517	\$74,397	\$92,996
	3	\$75,234	\$94,043	\$125,312
Specialist Professional	1	\$45,770	\$57,214	\$71,517
	2	\$59,517	\$74,397	\$92,996
	3	\$75,234	\$94,043	\$125,312
Operational Administrative	1	\$39,969	\$49,805	\$63,353

May 1, 2016 - April 30, 2017

Family	Phase	Minimum	Target Point	Maximum
Instructional	1	\$46,457	\$60,075	\$72,590
	2	\$60,410	\$76,257	\$94,391
Information Technology	1	\$46,457	\$60,075	\$72,590
	2	\$60,410	\$76,257	\$94,391
	3	\$76,363	\$98,745	\$127,192
Managerial	1	\$46,457	\$60,075	\$72,590
	2	\$60,410	\$76,257	\$94,391
	3	\$76,363	\$98,745	\$127,192
Specialist Professional	1	\$46,457	\$60,075	\$72,590
	2	\$60,410	\$76,257	\$94,391
	3	\$76,363	\$98,745	\$127,192
Operational Administrative	1	\$40,568	\$50,552	\$64,304

May 1, 2017 - April 30, 2018

Family	Phase	Minimum	Target Point	Maximum
Instructional	1	\$47,386	\$61,277	\$74,042
	2	\$61,618	\$77,782	\$96,279
Information Technology	1	\$47,386	\$61,277	\$74,042
	2	\$61,618	\$77,782	\$96,279
	3	\$77,890	\$100,720	\$129,736
Managerial	1	\$47,386	\$61,277	\$74,042
	2	\$61,618	\$77,782	\$96,279
	3	\$77,890	\$100,720	\$129,736
Specialist Professional	1	\$47,386	\$61,277	\$74,042
	2	\$61,618	\$77,782	\$96,279
	3	\$77,890	\$100,720	\$129,736
Operational Administrative	1	\$41,379	\$51,563	\$65,590

May 1, 2018 - April 30, 2019

Family	Phase	Minimum	Target Point	Maximum
Instructional	1	\$48,334	\$62,503	\$75,523
	2	\$62,850	\$79,338	\$98,205
Information Technology	1	\$48,334	\$62,503	\$75,523
	2	\$62,850	\$79,338	\$98,205
	3	\$79,448	\$102,734	\$132,331
Managerial	1	\$48,334	\$62,503	\$75,523
	2	\$62,850	\$79,338	\$98,205
	3	\$79,448	\$102,734	\$132,331
Specialist Professional	1	\$48,334	\$62,503	\$75,523
	2	\$62,850	\$79,338	\$98,205
	3	\$79,448	\$102,734	\$132,331
Operational Administrative	1	\$42,207	\$52,594	\$66,902

APPENDIX 1 – MEMORANDA OF AGREEMENT

MEMORANDUM OF AGREEMENT

Job Sharing

1. The position to be shared is a full time permanent position being shared by two employees. Usually this will be equal splitting of a position and any other arrangements must be specifically approved by both ASPA and the University.
2. At the request of the incumbent(s), the University will consider job sharing and if the decision is favorable, the possibility will be discussed with ASPA and the employee(s).
3. 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.
4. All employee benefit plans will be available to the incumbents of job sharing positions as specified in the Collective Agreement. Statutory Holiday benefits will be determined at the outset of any job sharing arrangement and must be planned in advance for ongoing job sharing. Participants in job sharing arrangements will not be eligible for alternate hours of work arrangements unless agreed to by the parties.
5. 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.
6. If either employee wishes to return to full time employment at a time when the other portion of his/her job sharing position is not vacant, the individual must apply for and be the successful applicant for a posted position.
7. If either one of the employees sharing this position resigns or transfers, the position will be reviewed to determine how the vacancy will be filled.
8. The department may terminate the job sharing arrangement at any time with sixty days notice. In the event this happens and the position reverts to its former complement of duties, the incumbent whose job was being shared, shall have first priority to it. Employees who are not placed will be subject to the conditions of Article 16 as appropriate. In this situation, the employer is not obligated to special considerations such as an employee's interest in part time work.

1 January 2001

**MEMORANDUM OF AGREEMENT
Criteria Matrix**

The parties agree:

1. The Criteria Matrix may be updated by a committee (the Joint Process Committee) comprised of the Joint Management/ASPA Appeal Committee (JMAAC) and one (1) ASPA Executive member.
2. The parties agree that while the Criteria Matrix does not form part of the collective agreement, this Agreement shall be attached to the current and subsequent collective agreements as one of the Memoranda of Agreement listed in Appendix 1, unless and until mutually agreed to otherwise by the parties.
3. The Joint Process Committee shall review the Criteria Matrix at least annually to assess if updates are required.
4. The Joint Process Committee will have the authority to alter the Criteria Matrix at any time without requiring ratification by ASPA or Human Resources.
5. The Criteria Matrix will not change without agreement between the members of the Joint Process Committee. If the Joint Process Committee is not able to agree to the proposed changes, the Criteria Matrix will not be amended.

June 18, 2014

**LETTER OF UNDERSTANDING
Housing Assistance**

Effective the date of ratification of this Agreement, all Housing Assistance arrangements in force and good standing are continued on the same terms previously provided pursuant to Article 12.5 of the expired collective agreement.

Effective the date a tentative agreement is reached between these parties, no new Housing Assistance arrangements will be considered or approved.

This Letter of Understanding shall remain in effect until no Housing Assistance arrangements remain in force and good standing, at which time it will expire.

Date of Ratification

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