

# COLLECTIVE AGREEMENT

between

**THE UNIVERSITY OF SASKATCHEWAN**

and

**PUBLIC SERVICE ALLIANCE OF CANADA,  
LOCAL 40004**

(Graduate Student Employees)

**SEPTEMBER 1, 2019 TO AUGUST 31, 2023**

BE WHAT THE WORLD NEEDS



Public Service Alliance of Canada  
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## **Article 1 – Purpose**

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the University of Saskatchewan (hereafter referred to as the Employer) and its Employees represented under this Agreement by the Public Service Alliance of Canada (**hereafter** referred to as the Union), to ensure the prompt and peaceful resolution of disputes and grievances, and to set forth an agreement covering rates of pay and other working conditions.

## **Article 2 – Scope and Recognition**

2.01 The Employer recognizes the Union as the exclusive bargaining agent of the Employees in the bargaining unit. The bargaining unit is as described in the Certification Order issued by the Saskatchewan Labour Relations Board dated April 23, 2015.

## **Article 3 – Definitions**

**ACADEMIC TERM/TERM** – indicates a period of time defined in the Academic Calendar, during which a course for credit may be offered. Regular terms include Fall, Winter, Spring and Summer terms. Some colleges use irregular terms with different start and/or end dates.

**ACADEMIC YEAR** means the twelve-month period commencing on July 1 of a given calendar year and ending on June 30 of the succeeding calendar year.

**AGREEMENT** means the Collective Agreement between the Employer and the Union contained herein.

**BARGAINING UNIT** is the bargaining unit defined in the Certification Order issued by the Saskatchewan Labour Relations Board on April 23, 2015.

**COLLEGE** means an academic unit of the University headed by a Dean or Executive Director of a School as established by the University Council and Senate.

**CONDENSED COURSE** means a university course of six (6) weeks or less. Condensed courses may be offered during Regular, Spring, and Summer Sessions.

**CONDENSED APPOINTMENT** means an appointment to a condensed course.

**DAY** means a weekday when the University is open for administrative business unless otherwise stated in this Collective Agreement.

**DEAN** means the Chief Executive of a College or School, or the Chief Executive's designate.

**DEPARTMENT** means an administrative subdivision of a College, including a School within a departmentalized College, as established by the University Council and Senate.

**DEPARTMENT HEAD** means the head of a Department or the Director of a School within a departmentalized College.

**EMPLOYEE** means all registered graduate student Employees included within the scope of the Certification Order of the Saskatchewan Labour Relations Board dated April 23, 2015.

**EMPLOYER** means the University of Saskatchewan in the same sense used in the Certification Order of the Saskatchewan Labour Relations Board dated April 23, 2015.

**PLURAL REFERENCES:**

Plural references in this Agreement shall be considered to refer to any member of the bargaining unit where the context so requires.

**REGULAR SESSION** means the session that runs from September through April, consisting of two thirteen-week terms (Fall Term 1 and Winter Term 2).

**SPRING AND SUMMER SESSION** means the session that runs from May through August, consisting of two seven-week terms (Spring Term 1 and Summer Term 2).

**STANDARD COURSE** means a course offered over the thirteen (13) week term during the Regular Session or over seven (7) week terms during Spring and Summer Sessions.

**STANDARD APPOINTMENT** means an appointment to a standard course.

**UNION** means the Public Service Alliance of Canada Local 40004.

**UNIVERSITY** means the University of Saskatchewan as defined in the *University of Saskatchewan Act, 1995*, as amended up to and including the date of the execution of this Agreement.

#### **Article 4 - Union Membership**

- 4.01 Every Employee shall become a member of the Union. All new Employees shall become a member of the Union on date of hire.
- 4.02 The Employer shall advise Employees in their Letter of Offer that they are included in the Bargaining Unit represented by the Union, and that their employment is on the terms and conditions set out in the Collective Agreement. The Letter shall also include the website address where the Collective Agreement may be accessed.

#### **Dues check off**

- 4.03 The Employer agrees to deduct on a monthly basis the dues and/or assessments of the Union from the salary of each Employee.
- 4.04 The Union shall advise the Employer in writing of the amount or rate of its monthly dues and/or assessments. The Employer shall remit the amount deducted to the Union by the 15th day of the month following the month in which deductions were made. A payroll remittance list will include Employee ID number, Employee name, and amount of dues deducted.
- 4.05 Where an Employee does not have sufficient earnings in respect of any month to cover deductions to be made under this Article, the Employer shall not be obligated to make such deduction from the Employee's salary.
- 4.06 The Employer shall provide a statement of the Union dues deducted for each calendar year on the Employee's T-4 statement.
- 4.07 The Union must provide at least sixty (60) Calendar Days' notice of any change in the monthly membership dues.

#### **Article 5 – Management Rights**

- 5.01 The Parties recognize the right of the Employer to plan, coordinate and direct its resources, assign duties and manage the affairs of the university, except as limited by the provisions of this Agreement.
- 5.02 **The Employer shall exercise its rights in a manner that is fair, reasonable, equitable, and in accordance with the provisions of this agreement.**
- 5.03 **The Employer shall advise and inform employment Supervisors about the provisions of the collective agreement. The Employer shall consult with the**

**Union through the Union-Management Committee, as to what topics may be appropriate to emphasize the employment Supervisors.**

**Article 6 – Correspondence and Information**

- 6.01 All regular correspondence between the Parties arising out of or incidental to this Collective Agreement, except where otherwise expressly provided, shall pass between the Local President of the Union (or designate), or the PSAC Regional Representative, and the officer designated by the Employer (or designate). Such correspondence may be either delivered directly, be forwarded through the University’s internal postal service or be sent via email.
- 6.02 To better serve its members, the Union requires access to member information. Human Resources will provide the Union with access to member information via the human resources information system.
- 6.03 When a Collective Agreement has been signed, the Employer shall post the text of the Collective Agreement on its website.

**Article 7 - Union Representatives and Activities**

- 7.01 The Employer acknowledges the right of the Union to appoint or otherwise select Employees as representatives.
- 7.02 The Union shall determine the jurisdiction of each representative.
- 7.03 The Union shall notify the Employer of the name and jurisdiction of its representatives as well as any updates or changes to that list as they occur.
- 7.04 The Employer shall provide the Union, in writing, with the names and position titles of those responsible for liaison with the Union.
- 7.05 Whenever possible, a representative shall investigate Employee complaints or process a grievance or undertake any other Union business, outside of their Scheduled Work times. If this is not possible, the representative will obtain permission of their Employment Supervisor prior to leaving work, and such requests shall not be unreasonably denied.
- 7.06 Duly authorized representatives of the Union shall be permitted to transact official business of the Union with members of the Union or with official representatives of the Employer on University property, provided such business shall not interfere with the normal operations of the University.

- 7.07 A Union representative shall be entitled to up to fifteen (15) minutes to provide an overview of the role of the Union at the University-wide orientation for graduate students. The Employer will notify the Union at least fifteen (15) Calendar Days in advance.

### **Article 8 - Union Rights and Privileges**

- 8.01 The Employer agrees to provide the Union with reasonable office space on the premises.
- 8.02 Subject to availability, the Employer will allow the Union to use internal and external postal services of the university, printing facilities, computing facilities, and audio-visual equipment and other office equipment consistent with the rates charged to the university's other certified bargaining units.
- 8.03 Subject to availability and normal university regulations concerning use of space, the Employer agrees to provide the Union with suitable meeting rooms, upon request.
- 8.04 The Employer agrees to allow the Union the use of departmental bulletin boards to post notices of meetings and other such notices as may be of interest to the Employees.

### **Article 9 - Picket Lines, No Strikes and No Lockouts**

- 9.01 The Union agrees that there shall be no strike during the term of this Agreement.
- 9.02 The Employer agrees that there will be no lockout during the term of this Agreement.
- 9.03 Employees may refuse to cross a picket line arising out of a labour dispute. Employees shall not be subject to disciplinary action but will have pay deducted for the period of employment for which they refused to cross the picket line or failed to perform their assigned duties unless alternate arrangements are approved in advance by Employer. Employees will not be required to perform duties beyond their normal responsibilities as a result of a labour dispute.

### **Article 10 - No Discrimination, No Harassment and Safe Disclosure**

#### **Discrimination**



10.01 As per *The Saskatchewan Employment Act* and/or *The Saskatchewan Human Rights Code*, the Employer and the Union agree that there shall be no discrimination with respect to any Employee by reason of:

- (i) religion;
- (ii) creed;
- (iii) marital status;
- (iv) family status;
- (v) sex;
- (vi) sexual orientation;
- (vii) disability;
- (viii) age;
- (ix) colour;
- (x) ancestry;
- (xi) nationality;
- (xii) place of origin;
- (xiii) race or perceived race;
- (xiv) receipt of public assistance;
- (xv) gender identity; or
- (xvi) membership or activity in the Union.

The Parties further agree that there shall be no discrimination with respect to any Employee by reason of gender expression.

#### Harassment

10.02 The Employer and the Union do not condone harassment and are committed to a respectful workplace.

10.03 “Harassment” shall be defined as per *The Saskatchewan Employment Act*.

10.04 **a)** The university has a discrimination and harassment prevention policy covering all members of the campus community. An Employee who believes they have been harassed shall have access to the policy and the grievance procedure.

**b)** The Employee making a complaint may choose to register it under the Employer’s policy as well as via the grievance procedure. **If the Employee elects to file a complaint under both the policy and the grievance procedures, the grievance will be held in abeyance pending the outcome of the policy procedures.**

**c)** In the event the policy process does not address the complaint to the Employee’s satisfaction, the complaint is grievable at Step 1. Both Parties agree

that all proceedings and the results thereof will be dealt with in the strictest confidence.

10.05 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under this Article or for participating in proceedings under this Article. Any such alleged reprisal or retaliation or threat thereof shall be grounds for filing a grievance under this Article.

10.06 The Parties agree that complaints of discrimination or harassment made in bad faith are prohibited. These complaints occur when a person purposefully misrepresents the facts or makes accusations maliciously, without regard for the truth. Intentionally false accusations do not include reports made in good faith, even if the facts alleged in the report cannot be substantiated by an investigation.

#### **10.07 Safe Disclosure**

**The university has a Safe Disclosure policy covering all members of the campus community. Any university member who suspects any irregularity, wrongdoing or fraudulent activity may report it and will be protected in accordance with the Safe Disclosure policy and procedures.**

### **Article 11 - Union-Management Committee**

11.01 There shall be a Union-Management Committee consisting of representatives from the Union and representatives from the Employer, to review matters of mutual interest arising from the application of this Collective Agreement and to foster communications and co-operation between the Parties, but the Committee shall not have the power to deal with any matters which are properly the subject of a grievance or collective bargaining.

11.02 Meetings shall occur a minimum of one (1) time per term. 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 and consistent with the purposes of the Union-Management Committee shall be included in the agenda.

11.03 The Committee shall have Co-Chairpersons appointed by the respective Parties. Each Co-Chairperson will alternately be responsible for convening and chairing meetings of the Committee.

## **Article 12 – Working Conditions and Access to Facilities**

- 12.01 The Employer shall provide all Employees with appropriate office space, where required for the conduct of the assigned duties.
- 12.02 The Employer agrees to provide Employees with access to and use of available libraries, books, duplicating services, office supplies, computing equipment including software, audio-visual equipment, laboratory supplies, personal protective equipment, and any other University facilities, free of charge, when they are required in the performance of the Employees' contractual duties and responsibilities.
- 12.03 Provided prior approval has been given by the person designated by the Department or College, the Employer shall reimburse the Employee for all reasonable travel or other expenses incurred for employment-related activities in accordance with university policies and travel expense guidelines, including departmental level expense guidelines.

## **Article 13 – Job Classification**

- 13.01 a) Teaching Assistant: A graduate student employed to provide support for teaching a course. This includes Employees classified as Graduate Teaching Fellows.

Duties associated with being a Teaching Assistant or Graduate Teaching Fellow may include but are not limited to: preparation, delivering and/or attending lectures; demonstrating, marking, student consultation, invigilating, holding office hours, setting up experiments, supervision of field trips and conferring with the Supervisor in charge as required by the assignment.

- b) Research Assistant: A graduate student employed for a defined period, on an hourly basis, to perform duties assigned by a faculty member that contribute to a faculty member's research program and that are not required as part of the student's academic program.

Duties associated with being a Research Assistant may include but are not limited to: research, preparing reports, writing papers, laboratory support, literature/library research, administrative tasks and provision of other research support and assistance.

- c) Student Assistant: A graduate student employed to carry out duties which support the academic mission of the University, but which do not primarily fall into the categories of Teaching Assistant or Research Assistant, as listed above.

## **Article 14 – Hours of Work**

### 14.01 Teaching Assistants

**a)** The maximum number of hours of TA work for any Employee, regardless of the number of appointments held, is no more than an average of twelve (12) hours per week. Notwithstanding the preceding, such hours of work may be exceeded due to an amended contract pursuant to 14.08.

**b) For a standard course and appointment, no Employee shall work more than more than twenty (20) hours in any given week, unless mutually agreed, or if unusual, or emergency circumstances arise. Unusual circumstances that are reasonably foreseeable must be set out in the Description of Duties and Allocation of Hours form (Appendix B).**

**c) For a condensed course and appointment, where the duties cannot be reasonably split among multiple positions, the Employee may exceed the twenty (20) hour-per-week restriction to a maximum of forty (40) hours per week. The rationale for exceeding the twenty (20) hour-per-week restriction shall be discussed with Human Resources and submitted by the supervisor for approval by the College of Graduate and Postdoctoral Studies.**

**d) Where the weekly amount of work exceeds the twenty (20) hours per week restriction, Human Resources shall provide the rationale in writing to the Union.**

### 14.02 Research Assistants and Student Assistants

**No Research Assistant or Student Assistant shall work more than twenty (20) hours in any given week, unless mutually agree, or if unusual, or emergency circumstances arise. Unusual circumstances that are reasonably foreseeable must be set out in the Description of Duties and Allocation of Hours form (Appendix B).**

14.03 Employees shall not be required to work more hours than the total stipulated in their letter of offer without their consent. Any additional hours agreed to shall be recorded as per Article 14.08.

14.04 All assigned duties of an Employee shall be included in the calculation of time involved in an assignment.

14.05 All Employer-required training or job-specific training that the Employer agrees the Employee requires and for which the Employee will be compensated shall be paid at the Employee's regular rate of pay. Time for such paid training must be within the Employee's allotted hours.

14.06 **Within the first week of the appointment, the employment Supervisor shall meet with the Employee, and shall review the letter of offer and assigned duties and complete the appropriate Description of Duties and Allocation of Hours form (Appendix B). The Employee may provide the Union with a copy of the Description of Duties and Allocation of Hours form (Appendix B).**

**TA appointments totaling five (5) hours or less do not require a Description of duties and allocation of Hours form to be completed.**

**RA and SA appointments totally twenty (20) hours or less do not require a Description of Duties and Allocation of Hours form to be completed.**

14.07 If at any time the Employee has concerns that they will not be able to complete the assigned duties within the allocated hours, the Employee is encouraged to discuss these concerns with the supervisor. Additionally, the Employee may submit a request, in writing **and may copy the Union**, to amend their Description of Duties and Allocation of Hours form (Appendix B) to the supervisor.

14.08 When a written request is received under 14.07, the supervisor shall provide a response to the Employee, in writing, with a copy provided to the department head or dean **and the Union where the Union has been copied on the Employee's request.** This response shall be provided within five (5) working days of receiving such request, other than in exceptional circumstances.

In cases where it is necessary to amend the number of hours or assigned duties of the appointment, the Employee and employer shall amend Appendix B. **The Employee may provide the Union with a copy of the amended Description of Duties and Allocation of Hours form (Appendix B).**

An Employee may be accompanied by a representative of the Union at any meeting convened to discuss the Employee's request to amend Appendix B.

14.09 If additional hours are agreed to pursuant to Article 14.08, the hours shall be compensated at the Employee's hourly rate of pay.

14.10 The University agrees that no Employee who has signed their letter of offer for a position will have their total number of hours reduced during the duration of that appointment.

## **Article 15 – Job Postings**

15.01 **a) Teaching Assistants (TAs)**

i) Where there are more TA positions available in a Department or College than

there are eligible graduate students under 16.05 a) and b) in that Department or College, the University will post notice of the availability of all **remaining** TA position(s) in the Department or College for no less than seven (7) days.

ii) The Employer shall make every reasonable effort to post all TA positions in a Department or College at the same time. Where identical positions are available, a single posting indicating the number of identical positions is sufficient. Positions shall be posted as early as possible in the academic term prior to the term of employment, but in no case shall the postings be later than twenty-one (21) days before the beginning of the academic term. Exceptions to this shall follow the provisions outlined in Article 15.05.

**iii) A TA assignment totaling five (5) hours or less per appointment need not be posted, and assignments will be reported to the Union at the end of each academic term. Article 15.06 shall apply, and such appointments shall be distributed equitably amongst qualified employees.**

**b) Research Assistants (RAs) and Student Assistants (SAs)**

i) RA positions offered by a student's academic supervisor or any member of the student's advisory committee are not required to be posted.

ii) A RA or SA assignment totaling twenty (20) hours or less **per appointment** needs not be posted, but Article 15.06 and 15.07 shall apply.

iii) All other RA and SA positions shall be posted for at least seven (7) days.

iv) Where identical positions are available, a single posting indicating the number of identical positions is sufficient.

15.02 All postings shall be made on the University employment opportunities website. Each department or college may display its own postings on its own bulletin boards or in another place designated for that purpose. The Employer shall provide a weekly report to the Union on all job postings for positions in the bargaining unit.

15.03 The posting shall contain a brief description of the duties, the supervisor (if known), the skills and abilities required, the rate of pay, the required number of hours, the duration of the employment and to whom the application must be submitted.

15.04 a) All postings where registration in a graduate program is a requirement for appointment shall indicate the position will be in-scope of PSAC.

b) All other postings shall note: *“Where a graduate student is appointed to this position, it will be in-scope of PSAC.”*

**15.05 Urgency Provisions**

The Employer shall make every reasonable effort to meet the posting timeline as per 15.01. Where, for urgent or other bona fide reasons, it is not possible to respect the timelines identified in clause 15.01, every reasonable effort shall be made to post the position(s) for a shortened period. Where a shortened posting process is not possible, the posting period shall be waived. In either circumstance above, the Employer shall inform the Union of the rationale for the shortened period or the waiver. The Employer may fill such positions without posting but will make reasonable efforts to follow the appointment procedure.

15.06 Candidates who decline an offer of appointment shall not prejudice an Employee’s future appointment opportunities in any way.

**Letters of Offer**

15.07 All successful candidates shall receive a letter of offer that shall contain, as a minimum, the following information: course (if applicable), general location of work, **start date, end date**, total hours of employment, name of Supervisor, rate of pay, average hours of work per day and/or week, and a general outline of duties and responsibilities. **The letter shall also include the web address of the current Collective Agreement, the web address of the current University policies and procedure, the web address of the PSAC Local 400004 website and a statement encouraging the candidate to provide a copy of the letter of offer to PSAC Local 40004.**

**15.08 The Employer shall ensure all successful candidates receive letters of offer before their appointment begins.**

**Article 16 – Appointments**

**TA Appointments**

16.01 A full TA appointment is considered to be no fewer than 130 hours in an academic term. Letters of appointment will specify the number of hours to be worked during the academic term. Where a Department or College predominantly offers pro-rated TA appointments, they shall provide the Union reasons in writing for doing so.

**16.02 A written commitment of Employment as a TA for a defined duration over the course of a graduate student’s program may be given at the time a graduate**

**student applicant is offered admission to a graduate program. The graduate student applicant may elect not to accept such employment and forgo the associated salary.**

**A graduate student Employee may elect not to accept an appointment at any point during their graduate program and forgo the associate salary. An Employee who declines an offer of appointment shall not prejudice their future appointment opportunities in any way.**

16.03 The Employer shall make the decision as to the number of graduate student appointments within the Bargaining Unit, and the qualifications required for each appointment.

16.04 Appointments shall be made using the order of preference as set out in Article 16.05 and are subject to the maximum number of hours of work per week as set out at Article 14, Hours of Work.

16.05 Appointments shall follow the **three**-level preference system outlined below. Vacant positions shall be offered to candidates in Group A before candidates in Group B may be considered for the appointments. Appointments may only be offered to candidates in Group **C** when there remain no qualified candidates in any other Group.

a) Group A – First Preference

Qualified graduate students registered as:

- i) students in a department or non-departmentalized college in which the appointment will be offered; or students in a self-standing interdisciplinary program;

and for whom

- ii) the appointment has been committed as part of the funding offered by the Employer at the time of admission to the graduate program.

b) Group B – Second Preference

Qualified graduate students registered as:

- i) students within a department or non-departmentalized college in which the appointment will be offered;

and



- ii) for whom the appointment will not form part of the funding commitment offered by the Employer at the time of admission to the graduate program

and

- iii) have held a TA appointment in the bargaining unit for the Employer during their current program of study. If a past TA appointment occurred outside the graduate student's department or non-departmentalized college, the graduate student must bring this experience to the attention of the hiring manager.

OR

### **Interdisciplinary Students**

Qualified graduate students registered as:

- i) students in a self-standing inter-disciplinary program who have expressed interest, in writing, within the last 12 months, that they wish to be considered by the department or non-departmentalized college;

and

- ii) for whom the appointment will not form part of the funding commitment offered by the Employer at the time of admission to the graduate program

and

- iii) have held a TA appointment in the department or non-departmentalized college in which the appointment will be offered;

#### c) Group C – Third Preference

Qualified graduate students that have not met the criteria set out in 16.05 a), or b). When offering appointments to candidates in Group C, the Employer will take in to account demonstrated financial need and in particular, any students receiving less than \$16,000 as a funding commitment provided or administered by the Employer.

16.06 The Employer will invite students to express their preferences for assignments. Students applying for posted positions may indicate preferences at the time of

application. The Employer will make reasonable efforts to accommodate such requests consistent with the student's skills, abilities and experience.

**16.07 Where unassigned TA appointments remain after allocating positions under Article 16.05, these appointments may be offered to any qualified graduate student(s) and are subject to the maximum number of hours of work per article set out at Article 14, Hours of Work.**

16.08 The current practice concerning the use of undergraduate TAs shall be maintained. The Employer shall prioritize hiring of graduate students as TAs, and undergraduate TAs shall not be used to undermine the bargaining unit.

### **Research Assistant and Student Assistant Appointments**

16.09 This article applies to graduate students employed as Research Assistants and Student Assistants as defined in **Article 13 – Job Classification**.

16.10 Employment as a Research Assistant (RA) can be offered by a student's Faculty Supervisor or a member of their Supervisory Committee without posting.

16.11 Research Assistant and Student Assistant positions which are not offered under the provisions of Clause 16.10 shall be awarded to a suitable candidate, as determined by the hiring faculty member or department, taking into account the following considerations:

(i) the qualifications and ability of the candidate(s) based on academic merit and/or related experience;

(ii) other sources of graduate student financial support being received, with particular consideration given to students receiving less than \$16,000 as a funding commitment provided or administered by the Employer.

(iii) the career and/or pedagogical value that the experience in a particular position will provide the student.

### **Article 17 – Training**

17.01 Each department will provide training for all Employees appropriate to the duties required. Attendance at required training sessions shall be deemed time worked. **The department will make reasonable efforts to accommodate Employees who are unable to attend training at the time scheduled by the department.**

**17.02 An Employee may request additional training if they feel it is necessary to effectively fulfil their duties. Such requests shall not be unreasonably denied. Attendance at the additional training shall be deemed as time worked.**

### **Article 18 – Evaluation**

18.01 The Parties agree that the purposes of evaluations are to assist Employees in improving the quality of their work, to assess the performance of Employees, and to document the work performed by the Employees.

18.02 The Employer may conduct an evaluation during the period of appointment.

18.03 An Employee may request an evaluation be conducted by the Employer during the period of appointment.

18.04 The results of any evaluation shall be shared with the Employee and discussed between the Employee and their supervisor.

18.05 An Employee shall be entitled to append their comments to any evaluation.

18.06 No discipline shall be imposed solely as a result of feedback received from anonymous student evaluations.

18.07 An Employee shall be given a minimum of one (1) week's notice of the performance evaluation. This does not preclude the Employer from providing day to day feedback.

### **Article 19 – Discipline**

19.01 As a matter of practice and general principle, the Employer endorses the concept of progressive discipline.

19.02 The Employer shall not discipline or dismiss any Employee except for just cause.

19.03 The disciplinary actions that may be taken by the Employer include, but are not limited to, letter(s) of warning or reprimand, suspension(s) with or without pay, and dismissal. Such disciplinary action shall be in accordance with the principles of progressive discipline and shall be reasonable and commensurate with the seriousness of the violation.

19.04 Employees are entitled to Union representation at any disciplinary meeting or any meeting that has a reasonable prospect for becoming disciplinary.

Employees will be provided with reasonable notice of any such meeting. **Such notice shall be in writing, shall contain the nature of the allegations, and shall advise Employees that they are entitled to be accompanied at this meeting by a Union Representative. Employees shall be provided an opportunity to respond to the allegations presented at the meeting. Employees may submit, to the Employment supervisor, a written response to any disciplinary letter.**

- 19.05 In exceptional circumstances, based on the severity of an infraction, it is understood that the Employer may impose immediate disciplinary action.
- 19.06 The Employee shall be notified in writing of the nature of any disciplinary action(s) taken and the reasons for such action(s) within five (5) days of the discipline, and a copy of the letter shall be forwarded to the Union at that time.
- 19.07 No Employee shall be disciplined or be subject to reprisals of any kind for refusing to undertake non-bargaining unit work.
- 19.08 Where no further disciplinary action against an Employee has been taken for the shorter of three (3) worked academic terms or twenty four (24) months, all records of discipline shall be removed from the Employee's file. **After twelve (12) months, an Employee may request in writing that the Employer remove a record of discipline from the Employee's file. The outcome of the request will be relayed to the Employee in writing. Such requests shall not be unreasonably denied. If the Employee does not have any further appointments during their program, the letter will be automatically removed from their file at the completion of their degree.**

#### **Article 20 – Official Employee File**

- 20.01 The Employee's official file will be maintained by Human Resources. Upon request, an Employee and/or a representative of the Union authorized by the Employee shall have the right to consult the Employee's official file in the presence of a representative of the Employer. Such requests will be granted within a reasonable time frame. An Employee shall have the right to respond in writing to any documents placed in the Employee's file and such response shall be included in the official Employee file.

#### **Article 21 – Grievance Procedure**

- 21.01 For the purpose of this Agreement, a grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation

of the Collective Agreement, including any question as to whether a matter is arbitrable.

21.02 The Parties confirm their mutual desire that every grievance shall be resolved promptly with the object of arriving at a fair and proper settlement.

21.03 The following types of grievances are recognized:

- i) Individual Grievance: The complaint of an individual Employee.
- ii) Group Grievance: The complaint of two or more Employees who are grieving the same alleged violation.
- iii) Policy Grievance: The complaint of the Union or the Employer which may involve a question of general application or interpretation of the Collective Agreement.

21.04 The Union shall have the right to originate an individual, group or policy grievance. A statement of grievance must be filed within thirty (30) calendar days of when the grievor or Union knew or reasonably ought to have known of the alleged infraction. A Union policy grievance or a grievance involving suspension or termination of employment shall be submitted at Step 2.

21.05 The Parties encourage disputes to be resolved by informal, timely discussion. It is the right of Employees, with the assistance of a Union representative if they so wish, to seek to resolve disputes through informal discussion with the Employer, provided that such informal discussion shall not in any way prejudice any dispute resolution procedures set out in this Agreement, unless a resolution has been reached.

21.06 A grievance proceeding is initiated by a statement in writing to the Associate Vice- President, People and Resources, 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.

21.07 **Stage 1**

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 fourteen (14) calendar days of the date of hearing.

In a case where there is an unresolved dispute between an Employee and a dean, a grievance may be submitted at Stage 1 and heard by an alternate dean or designate.

21.08 **Stage 2**

If a satisfactory decision is not rendered within the time limits of Stage 1, the Union may, within thirty (30) **calendar** days of receipt of the Stage 1 decision or forty four (44) **calendar** days from the date of the Stage 1 hearing if a decision has not been provided, refer the written grievance to the Associate Vice-President, People and Resources, or designate.

The grievance shall be heard at Stage 2 within thirty (30) **calendar** days. A written decision shall be rendered within fourteen (14) **calendar** days of the meeting.

21.09 No grievance shall be defeated or denied solely as a result of any technical objection occasioned by a clerical, typographical or similar technical error or by inadvertent omission of a step in the grievance procedure.

21.10 No Employee shall be subject to reprisal for exercising their grievance rights under this Collective Agreement.

21.11 The grievor shall be permitted the required time off to attend grievance meetings with the Employer without loss of pay or benefits.

21.12 The time limits specified in the foregoing provisions may be amended by the Parties upon agreement.

**Article 22 – Arbitration**

22.01 If a satisfactory decision is not rendered within the time limits of Stage 2, either Party may, within thirty (30) **calendar** days of the Stage 2 grievance decision or forty four (44) **calendar** days of the Stage 2 hearing if a decision has not been provided, refer the written grievance to Arbitration.

22.02 Within thirty (30) **calendar** days of the receipt of the written notice of intent to submit the grievance to arbitration, the Parties shall appoint a sole arbitrator to hear the grievance. Where the Parties fail to agree upon a sole arbitrator within the preceding time frame, the Minister of Labour shall, on the request of either Party, appoint a sole arbitrator to hear the grievance.

22.03 The arbitrator shall hear the evidence of both Parties and render a written decision within thirty (30) **calendar** days from the completion of taking evidence. The decision of the arbitrator on the matter at issue shall be final and binding on both Parties, but the arbitrator shall not be empowered to add to, subtract from, alter or amend the Collective Agreement in any way.

- 22.04 Any arbitrator 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 arbitrator may decide to deal with the case placed before them, where the time deficiency is minor.
- 22.05 The arbitrator shall have the power to dispose of any grievance involving dismissal or disciplinary action by any arrangement which it deems just and equitable.
- 22.06 The fees and expenses of the arbitrator shall be shared equally between the Parties.
- 22.07 The time limits imposed in this Article by the foregoing provisions may be amended by the Parties upon agreement.
- 22.08 Arbitrations shall be held at a location outside the Employer's premises, unless the Parties mutually agree to hold the hearings on the Employer's premises in which case the Employer shall provide appropriate space for the hearing and each of the Parties.

### **Article 23 – Academic Freedom**

- 23.01 All Employees enjoy equal rights to academic freedom.
- 23.02 The University of Saskatchewan community believes in the principle of academic freedom and is committed to acting in accordance with fairness and equitable treatment.
- 23.03 When the objectives, content and assigned duties are prescribed by the supervisor in the work assignment, the student Employee shall fulfill such assignment responsibly and fully. When work assignments permit Employees to have a wider degree of latitude than is possible in more fully prescribed assignments, the Employee has the freedom to develop and deliver such assignment provided the content and structure have been approved by the Supervisor.

### **Article 24 - Occupational Health and Safety**

- 24.01 The Employer shall ensure, insofar as is reasonably practicable, the health, safety and welfare at work of all of the employer's workers.

- 24.02 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 a representative of the Safety Resources in consultation with the relevant Occupational Health and Safety Committee consistent with pertinent legislation and accepted protocols.
- 24.03 The Union will have one representative on the campus-wide Joint Occupational Health and Safety Committee.

### **Article 25 - Technological Change**

- 25.01 From time to time the university may decide there is a need to deliver a course through another employer or through another bargaining unit. In some circumstances this may fall within the definition of technological change or organizational change as set out in *The Saskatchewan Employment Act*. If that is the case, the Employer is bound by provisions of *The Saskatchewan Employment Act* to meet with the Union for the purpose of bargaining collectively with respect to a workplace adjustment plan.
- 25.02 In the interest of providing as much advance notice as possible to the Union about any developing situations and to minimize the adverse impact of this type of change on members of the bargaining unit, the Parties agree to take the following steps:
1. Colleges will be encouraged to report to the Union-Management Committee future developments or initiatives that might have a significant impact on members of the bargaining unit. Colleges that employ bargaining unit members will be invited to attend meetings of the committee or to file reports outlining possible developments that could affect members of the bargaining unit.
  2. If it is determined that the situation constitutes a technological change or organizational change and that it is likely to affect the terms and conditions of employment of a significant number of Employees as per *The Saskatchewan Employment Act*, the Parties agree to discuss ways that the impact can be minimized for Employees in the bargaining unit. Two areas that should be explored in these cases would be asking the new organization to consider appointments of the existing Employees or, where appropriate, looking for alternate appointments in cognate disciplines.



3. Other situations involving a transfer of work out of the bargaining unit shall be discussed at the Union -Management Committee at the request of either Party. The purpose of these discussions will be to explore ways to minimize the impact for the members of the bargaining unit who are affected. Where existing Employees are impacted by the transfer of work, the Parties agree to look for alternate appointments.

### **Article 26 – University Holidays**

26.01 Employees shall not be required to work, but shall suffer no loss of pay or benefits, on any of the following University holidays:

- (a) New Years Day
- (b) Family Day
- (c) Good Friday
- (d) Victoria Day
- (e) Canada Day
- (f) Saskatchewan Day
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day

26.02 Should any of these holidays fall on a Saturday or Sunday, the University shall declare an alternative day as the holiday. This will normally be the Friday preceding or the Monday following the holiday.

26.03 When an Employee is required by the employer to perform work on the holiday, the Employee shall receive one and one half (1.5) times their hourly rate for actual hours worked on any of these days.

26.04 Employees shall receive four decimal two percent (4.2%) of salary as statutory holiday pay. This amount is not included in the hourly rate of pay and shall be identified on the pay statement.

### **Article 27 – Sick Leave**

27.01 Employees shall be granted up to one (1) working day of paid sick leave per month, for up to four (4) days per term. Such sick leave will only apply to regularly scheduled hours. To qualify for sick leave, the Employee must notify

the person designated by the Faculty or Department where the Employee works as to the expected duration of the illness or injury. The Employer may require a medical certificate from the Employee for extended absences. Any unused sick leave will expire at the end of the appointment and shall not be carried forward.

The Employer shall grant a leave of absence without pay for longer-term illnesses provided medical evidence of such need is submitted to the person designated by the Faculty or Department, in consultation with Wellness Resources.

## **Article 28 – Other Leaves of Absence**

### **28.01 General**

In addition to the leaves provided for under *The Saskatchewan Employment Act* and outlined in this Article, the Employer may, in its sole discretion, grant leaves of absence with or without pay to Employees for legitimate reasons. Requests for such leave shall not be unreasonably denied.

With the exception of bereavement leave, any leave of absence granted with pay will only apply to regularly scheduled hours.

None of the leaves of absence under this section shall extend the end date of the term of employment.

### **28.02 Academic Conference Leave**

Subject to the approval of the person designated by the Faculty or Department where the Employee works, supported by a copy of the invitation to participate at an academic conference relevant to the Employee's discipline, an Employee shall be granted Academic Conference Leave without pay which is normally no more than five (5) days between September 1 and the following August 31. At least two (2) weeks' notice must be provided to the person designated within the Faculty or Department where the Employee works. Additional leave without pay for this purpose shall not be unreasonably denied.

### **28.03 Personal Leave**

An Employee may be absent without loss of pay for up to two (2) days per term for personal reasons. The Employee shall provide reasonable notice of such leave to the person designated by the Faculty or Department where the Employee works.

#### 28.04 Bereavement Leave

An Employee may request and shall be granted bereavement leave **for up to five (5) consecutive days, three (3) of which will be without loss of pay**, in the event of the death of the Employee's spouse, common-law spouse, parent (including step-parent or foster parent), child (including step-child and foster child); sibling (including step-sibling or foster sibling), grandparent, grandchild, mother-in-law, father-in-law, or any relative permanently residing in the same home as the Employee.

An Employee may request and shall be granted bereavement leave **for one (1) day without loss of pay** in the event of the death of the Employee's aunt, uncle, cousin, niece, nephew, brother-in-law or sister-in-law.

It is recognized by the Parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with or without pay for a period greater than and/or in a manner different than that provided above. In particular, the employer may consider granting reasonable travel time in addition to the leave granted under this Article.

#### 28.05 Compassionate Care Leave

An Employee may be eligible for compassionate care leave in accordance with the terms of *The Saskatchewan Employment Act* to provide care or support to a member of the Employee's family who has a serious medical condition with a significant risk of death.

#### 28.06 Court Leave

When Employees are summoned for jury duty or as court witnesses, they shall not suffer any loss of salary or wages while so serving, except in situations where they are testifying on their own behalf.

#### 28.07 Exchange of Duties

Upon written request to the person designated by the Faculty or Department where the Employee works, an Employee may arrange for leave without affecting the leave allowances afforded in this agreement by way of exchanging duties with another qualified Employee, for periods not to exceed two (2) weeks at a time. Such mutual arrangement will not result in additional cost to the Employer. Permission for such exchanges shall be requested as far in advance as possible. Exchanges must be approved by the Supervisor and shall not be unreasonably denied.

## 28.08 Maternity and Parental Leave

- i) An Employee who is pregnant, or who is the primary caregiving parent for an adopted child, shall upon request be granted leave without pay for a period of up to **seventy-eight (78) weeks ending not later than seventy-eight (78) weeks** after the date of birth or custody of the child. The Employee shall provide the Employer notice in writing at least four (4) weeks in advance of the anticipated commencement of the leave. In the case of an adoption, the Employee shall make every reasonable effort to provide such advance notice.
- ii) An Employee who is not the birth mother, or who is not the primary caregiving parent to a newly adopted child, shall upon request be granted leave without pay of up to **sixty-three (63) weeks**. The Employee shall provide the Employer notice in writing at least four (4) weeks in advance of the anticipated commencement of the leave.

## 28.09 Release of Duties for Union Business

Effective September 1, 2017, the Employer will provide annually to the Union an amount equivalent to 624 hours at the applicable hourly rate to compensate members of the Union for conducting executive business.

The Employer agrees to allow members to attend to Union business, including conferences, conventions training and collective bargaining, including preparatory meetings therefor, without pay during regular hours of work, subject to the normal operating requirements of the department. Time off to attend to Union business will not be unreasonably denied.

## 28.10 Critically Ill Family Care Leave

**An Employee may be eligible for Critically Ill Family Care Leave in accordance with the terms of *The Saskatchewan Employment Act*. Critically Ill Child Care Leave is an unpaid job-protected leave of up to thirty-seven (37) weeks that allows parents to care for a critically ill or injured child. Critically Ill Adult Leave is an unpaid, job protected leave of up to seventeen (17) weeks for the care of an adult family member who is critically ill or injured.**

## 28.11 Interpersonal Violence and Sexual Violent Leave

**An Employee shall be eligible for ten (10) days of leave if the Employee, a child of the Employee, or a person for whom an Employee is a caregiver experiences interpersonal or sexual violence, as defined in *The Saskatchewan***

***Employment Act. Employees may take five (5) days as paid leave and the balance as unpaid leave.***

**Article 29 – Wages and Pay Administration**

- 29.01 Rates of pay are expressed as hourly rates of pay and are as established in Schedule A.
- 29.02 Employees shall receive seven decimal six nine percent (7.69%) of salary as vacation pay. This amount is not included in the hourly rate of pay and shall be identified on the pay statement.
- 29.03 Employees shall be informed of the day of the month in which they shall be paid. Employees shall be paid in the pay period in which they commence their duties unless the date of pay is within one week from the commencement of duties.
- 29.04 Payments shall be made in equal monthly installments during the period of the appointment and shall be by direct deposit in the account of the Employee at the institution of their choice. Each payment shall be accompanied by an electronic pay statement that includes a breakdown by position, if relevant, as well as an itemized list of all deductions made from the Employee's pay.
- Effective January 1, 2018, Employees will receive payments on a semi-monthly basis.
- 29.05 No deductions, except those required by law, shall be made from an Employee's pay with or without their written authorization. In the event an error is made by the University that results in an overpayment to an Employee, the University and the Employee shall meet to agree upon a reasonable repayment schedule.

**Article 30 – Duration**

- 30.01 This Agreement shall be effective from September 1, 2019 and shall remain in force and effect up to August 31, 2023, and from year to year thereafter. Either Party may, not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the termination date hereof, give notice in writing to the other Party to terminate this Agreement or to negotiate a revision thereof. This agreement may be amended by mutual consent.

- 30.02 If any provision of this Agreement 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.
- 30.03 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 witness thereof, the Parties have executed the Agreement this 3<sup>rd</sup> day of November, 2020

On behalf of  
Public Service Alliance of Canada:

Marianne Hladun, REVP

Sam Netzke

Naheda Sahtout

Jeffery Zielinski

John Eustace, Negotiator

Silja Freitag, Research Officer

On behalf of the University of  
Saskatchewan:

Colin Weimer

Trever Crowe

Brandy Halter

Marissa Janssen

Cheryl Carver, On behalf of the Chair, Board  
of Governors

Timothy Beke, On behalf of the Secretary,  
Board of Governors

**Schedule A: Rates of Pay**

Sept 1, 2019: 1% increase to all rates

Sept 1, 2020: 3% increase to all rates

Sept 1, 2021: 3% increase to all rates

Sept 1, 2022: 3% increase to all rates

Effective Sept 1, 2019	\$	20.24
Effective Sept 1, 2020	\$	20.85
Effective Sept 1, 2021	\$	21.48
Effective Sept 1, 2022	\$	22.12

**Pay Notes**

Where there is any increase payable to an Employee who has received a commitment of any form of compensation which contains components of non-employment income and employment income (e.g. scholarship with service or a Graduate Teaching Fellowship), any additional compensation pursuant to this agreement shall be paid in addition to the current compensation package. For further clarity, the employer shall not reallocate any additional employment compensation paid pursuant to this agreement to the detriment of non-employment compensation.



**Appendix B – Description of Duties and Allocation of Hours – TAs**

The Supervisor and the Employee are referred to Article 14 - Hours of Work for full details for completing this form. Article 14.06 requires that the Supervisor and Employee meet at the commencement of the appointment to discuss the work to be done, including the assigned duties and **the approximate percentage of time to be spent on each over the course of the appointment.**

If either the Employer or the Employee has reason to believe that the duties of the position cannot be performed within the hours specified, they shall follow the process as per 14.07 and/or 14.08 of the collective agreement. In cases where it is necessary to amend the number of hours or assigned duties of the appointment, the Employee and employer shall amend this form.

As per 14.01, Employees may work a maximum of 12 hours per week on average as a TA. An Employee who is offered more than this amount of work as a TA must inform the individual presenting the offer of employment that they have exceeded this maximum.

Academic term(s): \_\_\_\_\_ Start Date (if not beginning of term): \_\_\_\_\_

Dept of Employment: \_\_\_\_\_ Course Name & Number: \_\_\_\_\_

Employee name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Employment Supervisor: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

<b>Duties</b>	<b>Approx. % per Appointment</b>	<b>Details</b>
1. Preparation (e.g. reading, lab meetings)		
2. In class (e.g. tutorials, lectures, labs)		
3. Marking and Invigilation		
4. Student Consultation (e.g. office hours, e-mail)		
5. Supervision of Field Work		
6. Other (as discussed on this date)		
<b>Total average hours per week</b>		
<b>Total hours per appointment</b>		

NB: The categories listed above are intended as examples. All of the categories may not apply to a given appointment.

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Dean/Dept. Head \_\_\_\_\_ Date \_\_\_\_\_

Employee \_\_\_\_\_ Date \_\_\_\_\_

**Employees are encouraged to share a copy of this form with the union at  
psac40004@gmail.com.**

**Appendix B – Description of Duties and Allocation of Hours – RAs and SAs**

The Supervisor and the Employee are referred to Article 14 - Hours of Work for full details for completing this form. Article 14.06 requires that the Supervisor and Employee meet at the commencement of the appointment to discuss the work to be done, including the assigned duties and **the approximate percentage of time to be spent on each over the course of the appointment.**

If either the Employer or the Employee has reason to believe that the duties of the position cannot be performed within the hours specified, they shall follow the process as per 14.07 and/or 14.08 of the collective agreement. In cases where it is necessary to amend the number of hours or assigned duties of the appointment, the Employee and employer shall amend this form.

Academic term(s): \_\_\_\_\_ Start Date (if not beginning of term): \_\_\_\_\_

Dept of Employment: \_\_\_\_\_ Course Name & Number: \_\_\_\_\_

Employee name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Employment Supervisor: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Duties	Approx. % per Appointment	Details
<b>Total hours per week</b>		
<b>Total Hours per appointment</b>		

Supervisor’s Signature \_\_\_\_\_ Date \_\_\_\_\_

Dean/Dept. Head \_\_\_\_\_ Date \_\_\_\_\_

Employee \_\_\_\_\_ Date \_\_\_\_\_

**Employees are encouraged to share a copy of this form with the union at [psac40004@gmail.com](mailto:psac40004@gmail.com).**

## **Memorandum of Agreement – Equity, Diversity and Inclusion (EDI)**

The University of Saskatchewan and the Public Service Alliance of Canada have a joint interest in achieving equity, **diversity, and inclusion** in the workplace so that all Employees are treated with dignity and respect and are provided the opportunity to achieve their full potential. **The Parties share the belief that equity, diversity, inclusion and a sense of belonging strengthen the community and enhance creativity and innovation in all domains.**

The University of Saskatchewan is committed to achieving and maintaining a fair and representative work force through the design and implementation **of an EDI Strategy and Action Plan**, which is consistent with provisions of The Saskatchewan Human Rights Code.

**The design and implementation of an EDI Strategy and Action Plan is intended to reduce barriers to equity, diversity and inclusivity on campus and in society, recognizing that nurturing a sense of belonging within work and learning environments is a vital, contributing element to the achievement of excellence.**

**The Parties will consult and collaborate in ways that demonstrate mutual commitment to EDI to create and nurture a diverse and inclusive university community that encompasses our legal, moral and ethical responsibilities and that may provide opportunities for target groups (those systemically disadvantaged groups, especially aboriginal peoples, persons with disabilities, visible minorities and women) in the bargaining unit.**

**The Parties will share, in confidence, information pertaining to the equity profile of this bargaining unit that may be generated through EDI initiatives related to representative workforce planning.**

### **Memorandum of Understanding: Release of Duties for Union Business**

Subject to the terms of clause 28.09, the Employer shall provide pay services and shall remit payment to Union members as per the Local Union's direction in the amount stipulated by the Local Union. The Local Union shall provide advance notice, including the member to be paid and their weekly hours no later than one month in advance. Any unused, remaining amount shall be forwarded to the Local Union by August 31 of each year.

The University will not charge the Union for providing this service, however, the University may invoice the Union for any statutory deductions, such as CPP and EI.

With one month's notice, the Union may terminate this MOU, at which point all remaining amounts for the academic year shall be forwarded to the Union. For each subsequent year, the Employer shall forward the full amount as per 28.09 to the Local Union on September 1 every year.