



and



**UNIVERSITY OF
SASKATCHEWAN**

COLLECTIVE AGREEMENT

between

The University of Saskatchewan

and

The Administrative and Supervisory
Personnel Association

May 1, 2022 – April 30, 2026

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”

The parties acknowledge that they live and work on Treaty 6 Territory and Homeland of the Métis, The parties pay their respect to the First Nations and Métis ancestors of this place and reaffirm their relationship with one another.

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DEFINITIONS

Academic/Administrative Leader 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, other administrative head **or designate**.

Academic/Administrative Unit refers to an academic department, an administrative department, a college, a school, an institute, an administrative unit, a division or the Library.

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, People & Chief Human Resources Officer refers to the Associate Vice – President, **People & Chief Human Resources Officer** or a person designated to act in **their** 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.

ConnectionPoint is a shared service centre in **Administration** that provides a variety of finance, human resources and research administrative services.

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 (formerly People and Resources) refers to an administrative unit within the Vice-President Administration and Chief Operating Officer's 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.

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

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.

University refers to the University of Saskatchewan.

Vice-President refers to any of the Vice-Presidents 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 **the workforce** 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, People and **Chief Human Resources Officer** and the President of the Association.

3.3 Notification of Change of Status

Subject to systems capability, the University shall provide the Association with access to generate reports of changes in the status of a member or position. Should systems access not be available to the Association, the Employer 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.

Should concerns regarding changes in status arise, the Association may consult where appropriate and arrange a meeting of the Administrative Employees Consultative Committee (AECC) (Article 6) to discuss **their** concerns. 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, **their** 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 **representatives** 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 **representatives**. The University agrees to allow elected and appointed **representatives** 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 **representatives** 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 ASPA may conduct business on behalf of the Association. The leave granted may be allocated at the discretion of ASPA to one or more officers of the Association in fractions no less than one – quarter (1/4) FTE. ASPA will advise the employer of who receives such paid leave no later than May 31 of each year.

Each employee on such leave with pay at **their** current salary will return to **their** position at the end of the leave.

5.5.2 Reimbursement for Representative Release Time

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

All Association positions of a duration of more than six (6) months will be advertised.

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.

The University shall provide the Association with access to generate unposted term reports.

7.1.1 Extension to Association Positions

The University may add “with the possibility of extension” to ASPA term position postings.

7.1.2 Employment Equity

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 for a minimum of one (1) week. 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.

Vacant 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 **Academic/Administrative leader** or **people leader** 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 **Academic/Administrative leader** or **people leader** 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. 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 **twelve (12)** month period and will be conducted by **Human Resources**.

9.1.3 Appeal of Position Placement

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).

9.1.4 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.

If a member's salary is changed upward through the review process, the new salary shall be within the salary range of the new phase. The new salary will be at least 3% higher than the former salary, or the minimum of the new phase (whichever is higher).

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**.

9.2 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 **people leader** in accordance with the job profile.

The job profile must be reviewed on an annual basis by the **people leader** and member. Changes or additions to the job profile must be approved by the **people leader**. Where a member does not have a current profile, and the member has brought this to their **people leader'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 **people leader** 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 **people leader**. The accrued time and the time taken will be reported to the **people leader, in writing**, 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, **in writing**, by the **people leader**. 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 **people leader** 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 Career Engagement

The University and the Association recognize the benefit of **feedback, professional development and career engagement** for employees **to create a culture of continuous learning and development, align goals and expectations, drive accountability for shared success, foster diversity and inclusion and leverage the diverse perspectives of each employee.**

9.5 Increment

Effective May 1, 2021 and each subsequent May 1, all members will receive a salary increase based on a differential increment percentage. The percentage is dependent upon which salary range quartile the member's salary is in.

- First quartile – 2%
- Second quartile – 1.5%
- Third quartile – 1%
- Fourth quartile – 0.5%

Increments are 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.

9.6 Merit

9.6.1 Merit

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

Effective May 1, 1.0% of the total annual membership salary from the previous fiscal year is allocated for merit and will be provided as a lump sum. All members meeting the criteria in Article 9.6.2 are eligible for merit. Lump sum bonuses will not be added to a member’s base salary.

All available funds will be dispersed to the meritorious recipients.

The amount of merit each member receives will be at the discretion of the employer however, no merit award shall exceed eight percent (8%) of the member’s current salary per merit year.

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 have been employed since November 1st of the current fiscal year.

9.6.3 Merit Process

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 for ASPA members within their College or Unit.

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, People and **Chief Human Resources Officer**, 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, People and **Chief Human Resources Officer**.

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 Allocation 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 **Academic/Administrative Leader** 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 **Academic/Administrative Leader** 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 **Academic/Administrative Leader** 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, 2023:

Minimums and maximums of the salary ranges will be adjusted by **3.0%**.

Effective May 1, 2024:

Minimums and maximums of the salary ranges will be adjusted by **2.5%**.

Effective May 1, 2025:

Minimums and maximums of the salary ranges will be adjusted by **2.0%**.

9.11.2 Salary

A lump-sum bonus payment of \$3,000 (prorated based on FTE) will be paid on the first payroll cycle in October 2023 to eligible active members.

All eligible active members are defined as permanent employees actively working in a permanent or term position, or a term employee actively working in a term position of equal to or greater than 1 year (excluding casual employees) at the time of signing a tentative agreement and still actively working in the pay period immediately prior to the pay period in which this payment will be issued. Those inactive members on leave or temporary layoff will receive their respective payment upon their return to full active status.

Effective May 1, 2023, a base salary adjustment of 3.0% up to the maximum of the salary range will be provided for all active and eligible members.

Effective May 1, 2024, a base salary adjustment of 2.5% up to the maximum of the salary range will be provided for all active and eligible members.

Effective May 1, 2025, a base salary adjustment of 2.0% up to the maximum of the salary range will be provided for all active and eligible members.

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 in the university, involving duties and responsibilities of a more complex or demanding nature and which is recognized by a higher salary **as per Article 11.2.**

11.1.2 Transfers

A transfer is the appointment of a member to another position 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.

All promotions and transfers must be made in accordance with the procedures specified in Article 8. 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 Adjustments Through Promotion

If a member's salary is changed upward by promotion, the new salary shall be within the salary range of the phase for the new position. The new salary will be at least 3% higher than the former salary, or the minimum of the new phase (whichever is higher).

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. 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, **they** 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 7.0% 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.

For those eligible members, the Salary Continuance Plan is designed to provide income replacement when members are unable to work due to extended illness or injury and/or becoming disabled. In addition, the Salary Continuance Plan provides income replacement for brief and intermittent absences due to illness, injury and/or receipt of treatment, including (but not limited to) traditional Indigenous healing practices.

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 Expense Fund (APEF)

The Accountable Professional **Expense Fund (APEF)** is available to eligible members except those on unpaid leave **unless special approval to access the APEF is granted by the People Leader and in accordance with relevant Employer policies.**

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 **APEF** allocation prorated based on their total FTE

On May 1, each member will receive an annual **APEF** 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 **APEF** 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.

APEF is to be used primarily for professional development. Professional development includes those activities which enhance a member's work performance or effectiveness. In addition, participation in professional development activities that advance the University's Indigenization goals and strategies, including those related to the Truth and Reconciliation Calls to Action, are highly encouraged.

In addition, APEF may be used to defray expenses associated with related professional activities, teaching, education, or research.

Eligible expenses and claim procedures are subject to University Policies and Guidelines.

12.11 Tuition Waiver

Registration **for University of Saskatchewan courses** is completed through the normal class registration procedure. The tuition waiver is accessed through **Student Finance and Awards**. **The waiver does not cover student fees.**

Eligible members shall be entitled **to one of the following per academic term:**

- 1) **Tuition waived (not reimbursed) for the cost of a three (3) credit unit undergraduate (or equivalent credit units) course taken for credit; or**
- 2) **Tuition waived for graduate and fixed fee programs. The maximum tuition to be waived (not reimbursed) per academic term will be equivalent to the cost of one (1) three (3) credit unit course at the Category six (6) Canadian student undergraduate tuition rate; or**
- 3) **Tuition waived (not reimbursed) for the cost of auditing a three (3) credit unit undergraduate (or equivalent credit units) course, provided that space is available in the course.**

If the course is **taken** during normal working hours, approval must be obtained in advance from the **Academic/Administrative Leader**.

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. **Student Finance and Awards** 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 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.

12.14 Employee and Family Assistance Program (EFAP)

The Employer agrees to provide an **EFAP** 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, People and **Chief Human Resources Officer** (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.

In instances of serious allegations of misconduct or negligence, employees may be suspended pending investigation where the Employer deems it necessary to remove the employee from the workplace to investigate specific allegations. Suspensions pending investigation are not considered discipline and will not result in a loss of regular wages for the employee.

14.1.1 Letter of Warning

A letter of **warning** 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 **them** to achieve the stated expectations.

14.1.2 Letter of Reprimand

If a member's performance or conduct continues to be unacceptable, a letter of **reprimand** 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, **but are not limited to, University property and outstanding monetary items.**

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 ConnectionPoint and the Pensions and 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 **will be in accordance with the terms of the plan(s) in which they participate.**

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 **no longer** be available to employees **following the end of the month in which they turn 65.**
- **Salary Continuance coverage and benefits will no longer be available to employees following the end of the month in which they turn 67.**
- Pension plan available to employees remains in place past their normal retirement date in accordance with the terms of the plan and applicable legislation.

ConnectionPoint will contact the member regarding benefits changes that occur at normal retirement. Subject to the provisions of the applicable pension plan(s) a member may retire before the normal retirement date **as specified in the plan document.**

Prior to retiring, if the member wishes, duties, responsibilities and salary may be reduced on terms mutually agreeable to the member, **the people leader**, the **Academic/Administrative Leader** and the Associate Vice-President, People and **Chief Human Resources Officer.**

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

15.3 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.

15.3.1 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.

15.4 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.

15.5 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.

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 **Academic/Administrative Leader** 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 **their** immediate **people leaders** in the workplace. **Human Resources** and the Association may be engaged to identify alternative resolutions, **including Indigenous-centered and/or culture-centered conflict resolution processes**.

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, People and **Chief Human Resources Officer** 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 **the parties**. **In the event the parties fail to agree on the appointment of an Arbitrator, the parties shall notify the Minister of Labour Relations & Workplace Safety, who will appoint an Arbitrator.**

If the appointed arbitrator is unable to begin hearing the grievance within a reasonable period or **they** declare a conflict of interest, **another** arbitrator shall be appointed.

If either the Association or the University declare a conflict of interest, **another** arbitrator 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 Arbitration Board Powers

The arbitrator shall have the power to settle the grievance involving dismissal or disciplinary action by arrangement that **the arbitrator** 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. The member may be accompanied by an Association member of **their** own choosing. Members may add to the file a response to any document contained therein.

All documents placed on official employee files are available to be viewed by the members, the designated Association member and Human Resources only.

18.2 Adverse Documents

Any letter of expectation placed on a member's official employee file will be removed after two (2) years unless it has been used to address further performance matters resulting in a subsequent letter(s) of expectation and/or a disciplinary letter(s) placed on file. The two (2) year period may be extended for the equivalent duration a member is on a leave of absence for greater than one (1) month.

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
The National Day for Truth and Reconciliation
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.

19.1.3 Religious or Cultural Observances

Where operations permit, the Employer will support the interests of employees in their religious or cultural observances. Leave for religious or cultural observances, which are in addition to the holidays provided for in the Collective Agreement, will be taken as vacation leave, flex time or leave without pay.

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 **people leader** 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 **People Leader** to carry over up to and including one-half of **their** annual vacation entitlement from one year to the next. The member, upon approval of this carry over request **by their Academic/Administrative Leader**, which will not be unreasonably denied, must use all annual entitlement in the year into which vacation is carried forward.

19.5 Displacement of Vacation

Where, in respect to any period of vacation leave, a member:

- a. **Is granted bereavement leave, or**
- b. **Is granted salary continuance as a result of hospitalization, or**
- c. **Becomes ill and is granted salary continuance prior to their confirmed vacation period and such illness continues into the approved vacation (a medical certificate substantiating proof of illness will be required),**

the period of vacation so displaced shall either be added to the vacation bank if requested by the member or deferred for use at a later date.

ARTICLE 20 – LEAVES

Application for any type of leave must be submitted to **Human Resources** by the specified date, with supporting recommendations from the **Academic/Administrative Leader**.

All members granted leave for any of the purposes shown below must arrange with ConnectionPoint 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, **People & Chief Human Resources Officer** at least six (6) months prior to the date the leave is to commence. The application will be considered by the Vice-President (**Human Resources**) in consultation with the **Academic/Administrative Leader**, Associate Vice-President, **People & Chief Human Resources Officer** 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 ConnectionPoint.

20.3 Leave, Education

20.3.1 Leave, Development Opportunities

Where the University hosts events or learning opportunities in support of or alignment with our strategic priorities, people leaders will make reasonable efforts to support the attendance of interested employees without loss of pay or benefits, where the work will not be unreasonably disrupted.

20.3.2 Leave, Paid Education

Eligible members may apply for paid education leave to enroll in seminars, short courses, Indigenous culturally oriented development opportunities, 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 **People Leader** and be submitted to the **Academic/Administrative Leader** 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.

20.3.2.1 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.

20.3.3 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 **Academic/Administrative Leader**.

A letter of application must be submitted to the **Academic/Administrative Leader** 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, subject to the approval of the **Academic/Administrative Leader** provided that the work of the department is not **unreasonably** disrupted. **Upon written request from the member, the Academic/Administrative Leader or designate will provide written rationale for Leave Without Pay applications that are denied.** Such leaves may be granted for up to a maximum of one (1) year. However, in special circumstances approved by the

Academic/Administrative Leader and the Associate Vice-President, **Human Resources**, an extension of this one-year period may be granted.

Applications must be submitted to the **people leader** 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 **people leader**.

20.5 Leave to Hold Political Office

The University shall, upon written request from a member to the **Academic/Administrative Leader**, 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 pregnant member is entitled to maternity leave. The pregnant member is required to apply for this leave at least four (4) weeks prior to the commencement of the leave. The length and timing of the leave shall be consistent with the provisions in *The Saskatchewan Employment Act (The Act)*.

In addition, the leave must commence on the date of the infant's birth or at any time during the **thirteen (13)** 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 ConnectionPoint. 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 be the adoptive parent of an adopted child is entitled to **adoption leave**. **The length and timing of the leave shall be consistent with the provisions in *The Act*.**

As per *The Act*, 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 **or the adoption agency**.

The leave must commence on the care date, or at any time during the **thirteen (13)** week period prior to the estimated care date, and shall be of uninterrupted duration.

The member must provide official confirmation of custody to ConnectionPoint.

20.7.3 Leave, Parental for Maternity or Adoption

A member who qualified for maternity or adoption leave is also entitled to parental leave without pay. **The length and timing of the leave shall be consistent with the provisions in *The Act*.**

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 parental leave without pay. **The length and timing of the leave shall be consistent with the provisions in *The Act*. This leave shall be of uninterrupted duration.**

As per *The Act*, 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 member must provide official confirmation of the infant’s birth or an official confirmation of custody of the adopted child to ConnectionPoint.

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 **their** pre-leave earnings) for a period of up to twenty-one (21) weeks (including the one (1) 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 **their** pre-leave earnings).

20.7.6 Benefit Coverage

During the paid portion of the leave, the member and the University shall pay **their** 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 **their** full appointment rate (FTE) for the period during which **they** 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 **their** 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 **their** department or unit in writing at least fourteen (14) days prior to the day on which **they** 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 **Academic/Administrative Leader** 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 **Academic/Administrative Leader**, 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.

Members (excluding casual appointments) who are currently employed, turn age 67 and are no longer eligible to receive Salary Continuance coverage will be entitled to fifteen (15) days of paid sick leave per year (prorated for part-time employees). The allotment of fifteen (15) days will be provided on the 1st of the month after turning age 67. Thereafter, on an annual basis, the allotment will be restored to fifteen (15) days on May 1.

Members (excluding casual appointments) who are hired at age 67 or greater are not eligible to receive Salary Continuance. These members will be entitled to fifteen (15) days of paid sick leave per year (prorated for part-time employees). On an annual basis, the allotment will be restored to fifteen (15) days on May 1.

Sick leave provides income replacement for brief and intermittent absences due to illness, injury and/or receipt of treatment, including (but not limited to) traditional Indigenous healing practices.

20.10.1 Leave, Sick - Medical Evidence

The costs associated with submitting medical forms required from a medical professional for Salary Continuance, Long-Term Disability and/or paid sick leave coverage is the responsibility of the member. Eligible expenses may be submitted to the member's Health Spending Account (HSA) for reimbursement.

In certain circumstances, the University may require the member to provide satisfactory medical evidence through an independent medical examination (IME), and such examination shall be at the University's expense.

20.11 Leave for Domestic and Sexual Violence

An Employee shall be eligible for ten (10) days of leave if the Employee, a child of the Employee and/or a person for whom an Employee is a caregiver experience domestic 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 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, **USask email**, 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 Discrimination and Harassment Prevention **Services** the Association **and/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 – DUTY TO ACCOMMODATE

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.

ARTICLE 24 – DURATION OF AGREEMENT

This Agreement shall be in effect from May 1, **2022** to April 30, **2026** and shall continue in effect from year to year unless amended or terminated in accordance with *The Saskatchewan Employment Act*.

In witness thereof, the parties have executed the Agreement this 12 day of July , 2023.

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

On behalf of the University of Saskatchewan
represented by:

Alexis Dahl

Colin Weimer

Hugh Wagner

Ivan Gandzalas

Candice Pete-Cardoso

Jae - Anne Peace

Ken Glover

Clay Benaschak

LaVina Watts

Megan Truscott

Glenn Billingsley

Wade Epp
On behalf of the Chair, Board of Governors

Keiran Killick
On behalf of the Secretary, Board of Governors

SCHEDULE 1 - SALARY AND RANGES

May 1, 2022 - April 30, 2023

Job Family	Phase	Phase Salary Range	1 st Quartile Maximum	2 nd Quartile Maximum	3 rd Quartile Maximum	4 th Quartile Maximum
Instructional	1	49,301 - 77,033	56,234	63,167	70,100	77,033
	2	64,107 - 100,169	73,123	82,138	91,154	100,169
Information Technology Managerial Specialist Professional	1	49,301 - 77,033	56,234	63,167	70,100	77,033
	2	64,107 - 100,169	73,123	82,138	91,154	100,169
	3	81,037 - 134,978	94,522	108,007	121,492	134,978
Operational Administrative	1	43,051 - 68,240	49,348	55,646	61,943	68,240

May 1, 2023 – April 30, 2024

Job Family	Phase	Phase Salary Range	1 st Quartile Maximum	2 nd Quartile Maximum	3 rd Quartile Maximum	4 th Quartile Maximum
Instructional	1	50,780 - 79,344	57,921	65,062	72,203	79,344
	2	66,030 - 103,174	75,317	84,602	93,889	103,174
Information Technology Managerial Specialist / Professional	1	50,780 - 79,344	57,921	65,062	72,203	79,344
	2	66,030 - 103,174	75,317	84,602	93,889	103,174
	3	83,468 - 139,027	97,358	111,247	125,137	139,027
Operational Administrative	1	44,343 - 70,287	50,828	57,315	63,801	70,287

May 1, 2024 – April 30, 2025

Job Family	Phase	Phase Salary Range	1 st Quartile Maximum	2 nd Quartile Maximum	3 rd Quartile Maximum	4 th Quartile Maximum
Instructional	1	52,050 - 81,328	59,369	66,689	74,008	81,328
	2	67,681 - 105,753	77,200	86,717	96,236	105,753
Information Technology Managerial Specialist / Professional	1	52,050 - 81,328	59,369	66,689	74,008	81,328
	2	67,681 - 105,753	77,200	86,717	96,236	105,753
	3	85,555 - 142,503	99,792	114,028	128,265	142,503
Operational Administrative	1	45,451 - 72,044	52,099	58,748	65,396	72,044

May 1, 2025 – April 30, 2026

Job Family	Phase	Phase Salary Range	1st Quartile Maximum	2nd Quartile Maximum	3rd Quartile Maximum	4th Quartile Maximum
Instructional	1	53,091 - 82,954	60,556	68,022	75,488	82,954
	2	69,035 - 107,868	78,744	88,452	98,161	107,868
Information Technology Managerial Specialist / Professional	1	53,091 - 82,954	60,556	68,022	75,488	82,954
	2	69,035 - 107,868	78,744	88,452	98,161	107,868
	3	87,266 - 145,353	101,787	116,309	130,830	145,353
Operational Administrative	1	46,360 - 73,485	53,141	59,923	66,704	73,485

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 **their** 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
Former Retirement Recognition Program (Former Article 12.13)

Whereas the parties have agreed to eliminate the Retirement Recognition program, effective November 1, 2020;

And whereas the parties have agreed to maintain eligibility for those who have achieved the benefit, by November 1, 2020, as per the requirements under former Article 12.13 (as stated herein).

At retirement, an eligible 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.

Eligible members are those members with twenty (20) years of service or more as of November 1, 2020.

The employer will provide ASPA with a list of the eligible employees.

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