

AGREEMENT

BETWEEN

**UNIVERSITY OF SASKATCHEWAN
STUDENTS' UNION**

AND

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 1975**

MAY 1, 2018 TO APRIL 30, 2021

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This Agreement made this _____ day of _____, 2018

BETWEEN:

**The University of Saskatchewan Students' Union, hereafter called the USSU
of the first part**

and

**The Canadian Union of Public Employees, Local 1975
of the second part**

PREAMBLE

In consideration of the maintenance of harmonious relations and settled conditions of employment, and recognizing the mutual value of joint discussions and negotiations on all matters pertaining to work conditions, hours of work, and scales of wages and the need for the successful operation of the USSU, the parties to this Agreement do hereby enter into, ordain, establish, and agree to the following terms:

ARTICLE 1 – SCOPE

1.1 The USSU recognizes CUPE Local 1975 as the exclusive bargaining agent of the members of the Bargaining Unit as defined by order of the Saskatchewan Labour Relations Board, as amended by that Board's Order dated the 5th day of May, 1999, or as may be amended from time to time by the said Board or by mutual agreement of the parties to this Agreement.

It is understood and agreed that the following are excluded from this Agreement:

- General Manager
- Business and Services Manager
- Facilities Manager
- Human Resource Manager
- Food & Beverage Manager
- Kitchen Manager
- Louis' Assistant Manager (x 3)
- Communications and Marketing Manager
- All staff who work for the Communications & Services Manager
- Administrative Secretary (x 2)
- Controller
- Accounting Assistant
- Graphic & Media Designer
- Graphic Designer

- All staff employed in XL Print & Design
- Elections/Referendum staff
- All staff who work for the Centres designed for special student needs, including the Food Centre, Help Centre, the Pride Centre, Student Crew & Safewalk, the Women's Centre, and the Academic and Governance Assistant

1.2 Plural Terms and Gender

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

1.3 Types of Employees

1.3.1 Full-time Employees

A full-time employee is an employee who has been appointed to a full-time position and has successfully completed the required probationary period.

1.3.2 Permanent Part-time Employees

A permanent part-time employee is an employee who has been appointed to a permanent part-time position and has successfully completed the required probationary period. Such employees shall work a consistent and regular schedule of not less than half of the normal hours of work of a full-time employee in that classification. Such employees shall be entitled to all the rights and benefits afforded to full-time employments in this Agreement.

1.3.3 Less-than-Full-time Employees

A less-than-full-time employee is an employee other than a permanent part-time employee who works less-than-full-time. Whenever possible, these employees shall be students at the University of Saskatchewan.

Termination of less-than-full-time employees who have not successfully completed their probationary period as provided in Article 9.1 is not subject to the grievance procedure.

A student is defined as a person taking one or more courses offered for credit toward a degree at the U of S, but not including audit students.

- 1.3.4 Providing the employee has the required qualifications and demonstrated efficiency in current or previous positions, accumulated hours of service for less-than-full-time employees shall be a factor in determining promotions, transfers, demotions, lay-offs, temporary or permanent reduction of the workforce, and recall. Such accumulated hours of service from date of hire with the Employer shall operate on a Bargaining Unit wide basis as defined by the USSU Certification Order.

A less-than-full-time employee shall lose accumulated hours of service in the event of resignation or dismissal or if they have not worked for the USSU for two (2) consecutive terms. A term is defined as Fall Term (September – December), Winter Term (January – April), and Spring & Summer Term (May – August).

Any less-than-full-time vacancies or new positions shall be posted in places accessible to all employees in order to give less-than-full-time employees an opportunity to apply.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.1 The management of the USSU and the direction of the work force is vested exclusively in the USSU Management Team, except as limited by the terms of this Agreement.
- 2.2 The question of whether any of these rights is limited by this Agreement shall be decided through the Grievance and Arbitration procedure.

ARTICLE 3 – UNION RECOGNITION

3.1 Bargaining Agent

The USSU recognizes, for all of its employees covered by this Agreement, CUPE Local 1975 as the sole and exclusive Collective Bargaining Agent and hereby agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties to this Agreement, aiming towards a peaceful and amicable settlement of any difference that may arise between the parties to this Agreement.

3.2 Work of the Bargaining Unit

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

3.3 No Other Agreements

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

3.4 Representatives of CUPE

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the USSU. Such representative(s) shall have access to the USSU premises in order to investigate and assist the settlement of grievances. Arrangement for such access will be made through the General Manager.

3.5 Students' Union Steward

The Union shall endeavour at all times to ensure that a steward, selected from the employees of the USSU, is duly appointed and that the Employer is kept informed of such appointments and changes thereto. All communications between the USSU and the Union shall pass to and from the General Manager and one Students' Union Steward with a copy to the Union Office.

3.6 Provision of Job Descriptions

The USSU will supply at any time it is requested, in regard to any employee or group of employees, a written job description and the name of the employee's immediate supervisor.

3.7 Union Activities

The representative(s) of the Union shall, in the course of his/her duties, have access to the USSU premises provided that he/she has notified the General Manager in advance. It is agreed that there shall be no disruption of employees or their work schedule.

ARTICLE 4 – UNION SECURITY

4.1 Union Membership

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment. Every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement in employment, apply for and maintain membership in the Union as a condition of employment.

Any employee in the appropriate Bargaining Unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union. The Students' Union will direct all new employees to the Union office as part of the normal enrollment procedures.

4.2 Deduction of Union Dues

As a condition of employment of the employees who are members or who become members of the Union, the USSU shall deduct initiation fees, dues and

such other assessments as the Union may direct in writing through its Secretary-Treasurer, from the first pay cheque due in each month from each such employee and remit the same prior to the tenth (10th) day of the month following the calendar month in which such deduction is made, to the Secretary-Treasurer of the Union, accompanied by a list of names of all employees for and on behalf of whom such deductions, whether initiation fees, dues or assessments were made, and for what months the individual deductions were made

4.3 Monthly Statements

When investigating pay discrepancies, the Union shall be given access to copies of relevant time cards and U of S pay reports.

4.4 New Employees

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect and with the conditions of employment set out in the articles dealing with the union security and dues check-off.

4.5 Interviewing Opportunity

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

4.6 Dues Receipts

The Employer's paymaster will be responsible for ensuring Union Dues are stated on Income Tax (T4) slips.

4.7 Contracting Out

In order to provide job security for the members of the Bargaining Unit, the USSU agrees that it will not reduce pay or benefits or lay off any full-time staff in order to contract out the duties normally performed by members of the Bargaining Unit, nor will the USSU replace laid-off employees by contracting out the work which they would normally perform.

4.8 Crossing Picket Lines During a Strike

An employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute providing doing so does not result in property damage to the USSU. This refusal shall not be grounds for disciplinary action, but if the refusal results in the employee not being able to perform his normal duties he may immediately be taken off payroll until he is once again able to perform his normal duties. An employee refusing to cross a legal picket line shall be required to advise his or her immediate supervisor by telephone as soon as possible of this decision.

ARTICLE 5 – JOINT CONSULTATION

5.1 Union/Management Committee

There shall be a Union/Management Committee consisting of representatives from the Union and representatives from Management, for the purpose of resolving difficulties and promoting harmonious relationships.

5.2 Purpose of Meetings

5.2.1 The purpose of such meetings shall be to discuss and settle, if possible, matters of mutual concern except for grievances or changes in the Collective Agreement.

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

5.3 Meetings

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

5.4 Exchange of Information

The USSU and the Union agree to exchange, at the request of either party, information which is not confidential, is readily available, and pertains to a subject under discussion between the parties.

ARTICLE 6 – USE OF PREMISES

6.1 Bulletin Boards

The USSU shall provide union bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices that may be of interest to employees.

One bulletin board shall be located in each of:

- Louis'
- Louis' Loft
- Place Riel Information Centre
- the lower Level of Place Riel Student Centre main complex

ARTICLE 7 – NO DISCRIMINATION

7.1 There shall be no discrimination with respect to any employee by reason of age

(between legal age for employment and normal retirement), race, creed, colour, national origin, political or religious affiliation, gender, marital status, sexual orientation, place of residence, physical disability (provided it does not affect the employee's ability to fully perform the normal designated duties), nor by reason of membership or activity in the Union.

There shall be no discrimination with respect to any employee as provided in *The Saskatchewan Human Rights Code* or *The **Saskatchewan Employment Act***.

ARTICLE 8 – VACANCIES & PROMOTIONS

8.1 Postings

All full-time and permanent part-time vacancies the Employer intends to fill will be posted in places accessible to all employees including all locations as indicated in Article 6.1.

Such notices shall contain the following information:

- nature of position
- qualifications
- required knowledge
- education
- skills
- shift
- expected hours
- wage or salary rate or range

Such qualifications shall not be established in an unreasonable manner. In addition to the above, all fall, winter, spring, and summer academic term vacancies shall be posted. These will, on each occasion, be block postings.

8.2 Bidding on Vacant Positions

All employees shall be entitled to bid for posted vacant positions by means of a written application. A period of seven (7) calendar days will be given to employees to make such application.

8.3 Notice of Results

The USSU agrees to make every effort to notify applicants of their status as expeditiously as possible following the posting period.

8.4 Basis for Selection

Any posted vacancy for a full-time or permanent part-time position shall be filled on the basis of required qualifications, demonstrated efficiency in the applicant's current or previous position(s), knowledge, skills and ability to do the job, and seniority. Where candidates' qualifications are considered equivalent, seniority will be the determining factor.

Less-than-full-time employees shall be subject to the provisions of Article 1.3.3.

8.5 Provisional Appointment

A full-time employee who accepts a transfer or promotion shall be appointed provisionally for three (3) months during which time their performance will be appraised. Such appraisals shall be discussed with the employee.

At the end of the three (3) months, if the employee has not performed satisfactorily, or at any time during the period when it becomes clearly evident that the employee is incapable of handling the job, the employee shall be returned to the former position and salary subject to any increment which would have been received had the employee remained in the position.

During the provisional appointment, an employee may voluntarily return to the employee's former position without any penalty. An employee who has successfully completed the three (3) month period during which the appointment is provisional shall forfeit his right to his former position and shall be declared full-time in the position to which he or she transferred or was promoted.

At the discretion of the Employer and with the agreement of the Union, the provisional period may be extended for a period up to three (3) months. The employee will be notified of any extension.

ARTICLE 9 – PROBATIONARY PERIOD

9.1 Probationary Period

Full-time and permanent part-time employees shall be on probation for a period of three (3) months from the date of hiring. The probationary period may be extended by a period of up to three (3) months if mutually agreed to by both parties to this Agreement.

Less-than-full-time employees shall be on probation for a period of two-hundred (200) hours of work or one (1) complete academic term (September to December, January to April), whichever comes first. Notwithstanding the above, less-than-full-time employees who are hired between May and September must work two-hundred (200) hours to complete probation.

During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except with respect to discharge.

ARTICLE 10 – SENIORITY

10.1 Seniority Defined

For permanent full-time and part-time staff, seniority is defined as the length of time from the last date of hire into the Bargaining Unit (subject to Article 10.2). Seniority shall operate on a Bargaining Unit wide basis as defined in the USSU Certification Order. Seniority is a factor in determining promotions, transfers, demotions, layoffs, temporary or permanent reduction of the workforce and recall for full-time employees.

10.2 Loss of Seniority

A full-time employee shall not lose seniority rights if absent from work because of sickness, accident, or approved leave of absence. An employee shall lose seniority rights in the event of:

10.2.1 Discharge without reinstatement.

10.2.2 Resignation where the employee does not withdraw the resignation by the end of the following working day.

10.2.3 Failure to return to work within seven (7) calendar days following a recall from a layoff and after being notified by registered mail to do so, unless through sickness or other just cause.

It shall be the responsibility of the employee to keep the Employer informed of the employee's current address. An employee recalled for less-than-full-time work or employment of short duration at a time when employed elsewhere shall not lose recall rights for refusal to return to work. The employee will have the right of one (1) refusal before losing all recall rights.

10.2.4 A full-time employee laid off for a period exceeding twelve (12) months.

If a full-time employee is not returning to work, that employee shall so notify the University of Saskatchewan Students' Union and the Union in writing as soon as possible.

10.3 Seniority Rosters

Upon request, the USSU agrees to prepare a seniority roster for all full-time and permanent part-time employees.

10.4 Correction of Seniority Roster

On presentation by an employee or the Union of proof of an error in the roster(s), a correction shall be made immediately. Any corrections shall be shown on a supplementary sheet.

ARTICLE 11 – CLASSIFICATION

11.1 No Elimination of Present Classification

Existing classifications shall not be eliminated without prior agreement of the Union. A vacancy in a classification shall not be construed to mean elimination of a classification.

11.2 New Positions

New positions within the USSU shall be placed in the salary scale based on criteria set out in the job specification. Rates of pay for these positions shall be subject to agreement between the USSU and the Union.

ARTICLE 12 – LAYOFF & RECALL

12.1 Layoff Due to Change in or Reduction of Programs

12.1.1 General

Should any position be eliminated because of financial reasons or because of amalgamation, consolidation or elimination of work units, or should layoffs become necessary due to lack of work, the affected incumbent(s) will be dealt with in the following manner:

12.1.2 Notice

If an employee(s)/position(s) is/are to be eliminated, they will be given written notice as required by law, but in no case less than thirty (30) days, with a copy to the Union. If notice is not given as required, employees will receive pay in lieu, prorated.

12.1.3 Lay-off & Recall

When reducing full-time staff in a specific operation, the most junior employee in that operation shall be laid off first providing that a senior employee has the ability, knowledge, skills, and other qualifications to perform the remaining work.

Before a vacancy is filled, laid off full-time employees will be recalled in order of seniority providing that the recalled employee has the ability and qualifications to handle the work to be performed.

Full-time employees who bump or are recalled shall be appointed provisionally for three (3) months during which time the employee's performance will be appraised. (See Article 8.5 for details on Provisional Appointments and Article 9.1 for Probationary Period.)

During the provisional period or failing the provisional period, the

employee may elect to be laid off or returned to recall.

12.1.4 Notice of Recall

Notice of recall will be forwarded via registered mail to the last known address of the employee, with a copy to the Union. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address. The employee will be given seven (7) calendar days in which to respond.

If a full-time employee is not returning to work, that employee shall so notify the General Manager and the Union in writing as soon as possible.

12.1.5 Response to Recall

A full-time laid off employee has the right to refuse once, any recall to a full-time position outside the employee's own classification at the time of lay off.

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

- if an employee is recalled and fails to respond indicating intention to accept or not to accept the position offered;
- if an employee has agreed to accept a recall and then fails to return to work on the date and at the time specified, unless such is prevented by circumstances beyond the employee's control.

12.1.6 Benefits During Layoff

A laid off full-time employee will be considered to be on Leave of Absence without pay. Benefits will be available as per Article 19.5.

12.2 Technological Change

12.2.1 General

If the workforce is reduced due to technological change and full-time employees whose jobs are being eliminated are not entitled to the rights and benefits conferred by Saskatchewan Legislation, they will be entitled to the benefits outlined in Article 12.2.2; and

If the number of full-time employees whose jobs are being eliminated is five (5) or more, or if a classification is being eliminated, the USSU agrees that the full-time employees affected will be entitled to the rights and benefits conferred by

Saskatchewan Legislation.

12.2.2 Severance Pay

A full-time employee who loses seniority rights as a result of technological change under the provisions of Article 10.2.4 or whose employment is terminated due to technological change will receive severance pay on the basis of two (2) weeks' pay at the employee's current salary for every year or portion of a year's service.

ARTICLE 13 – DISCIPLINE OF FULL-TIME EMPLOYEES

13.1 Principle of Innocence and Burden of Proof

Both parties agree that a full-time employee is considered innocent until proven guilty. In case of discharge or discipline, the burden of proof of just cause shall rest with the USSU. Evidence presented shall pertain only to the grounds stated in the discharge or discipline notice to the employee.

13.2 Reprimand

If a full-time employee is formally reprimanded concerning unacceptable conduct or performance, it will be done with the Shop Steward present. If the employee is unavailable for this disciplinary meeting, the USSU will notify the employee and the Union of the reprimand in writing.

A written notice including particulars of the work performance or behaviour which led to such dissatisfaction shall, within fourteen (14) calendar days of the reprimand, be forwarded to the employee with copies to the Union. If this procedure is not followed, the reprimand may not be used against the full-time employee in a warning or dismissal procedure.

A full-time employee may respond in writing to the reprimand, and such response will become part of the full-time employee's record.

Reprimands issued in accordance with Article 13.2 will be removed from the full-time employee's file after two (2) years of subsequent employment during which no formal disciplinary action is taken.

13.3 Written Warning

A full-time employee whose services are unsatisfactory shall be given a written warning in the presence of a Shop Steward and a copy of the written warning will be forwarded to the Union Office. The Union will be notified of the issuing of such a warning (Article 13.3) forty-eight (48) hours (two (2) working days) in advance of the warning being given to the employee. If the employee is unavailable for this disciplinary meeting, the USSU will notify the employee and the Union of the reprimand in writing.

From the date the Written Warning is given, the full-time employee shall be given a period of thirty (30) calendar days in which to achieve a satisfactory standard. The Union has the right to investigate from the date this Warning is given. From the expiration of the thirty (30) day period, the USSU shall have seven (7) calendar days in which to consider the full-time employee's standard of performance during the trial period. The full-time employee shall, within the seven (7) day period, receive notice in writing with a copy to the Union, that either:

- a) the full-time employee's services during the thirty (30) day period were considered satisfactory, or
- b) the full-time employee's performance was considered unsatisfactory and that the full-time employee is suspended.

From the date a full-time employee is suspended, seven (7) calendar days shall be allowed for Union investigation. Upon the expiration of seven (7) days, the suspension will become a dismissal unless a grievance is filed by the Union.

If the grievance is upheld, or the Written Warning (13.3) is withdrawn, the full-time employee will be reinstated and will suffer no loss of pay for the period suspended and the Written Warning (13.3) will be removed from the full-time employee's file.

A Written Warning and related follow-up issued in accordance with this clause will be removed from the full-time employee's file after four (4) years of subsequent employment during which no formal disciplinary action is taken.

13.4 Suspension

The USSU reserves the right to suspend a full-time employee for just cause for a period of up to one (1) month without pay. A Shop Steward shall be present when the employee is notified of the suspension. If the employee is unavailable for this disciplinary meeting, the USSU will notify the employee and the Union of the suspension in writing.

Confirmation of the action taken by the USSU will be conveyed as soon as possible, in writing, by the USSU to both the full-time employee and the Union. If the Union considers the action unjustified, it shall have, from the date the suspension begins or the notice is received, whichever is later, fourteen (14) calendar days to file a grievance.

Letters will be removed from the full-time employee's file after four (4) years of subsequent employment during which no formal disciplinary action is taken.

13.5 Dismissal

The USSU reserves the right to dismiss any full-time employee for just cause.

A Shop Steward shall be present when the employee is notified of the dismissal. If the employee is unavailable for this disciplinary meeting, the USSU will notify the employee and the Union of the dismissal in writing.

The full-time employee shall be suspended for seven (7) calendar days during which the Union shall have an opportunity to investigate the circumstances and state its case. On request, the Union will be given an additional period of seven (7) calendar days for investigation purposes.

Unless a grievance is presented to the USSU within the seven (7) or fourteen (14) day period, the full-time employee will be dismissed. If no just cause has been proven, the full-time employee shall be reinstated without loss of pay or by any other arrangement deemed appropriate and just through mutual agreement in the grievance procedure or by an Arbitration Board. Confirmation of the action taken by the USSU will be conveyed to the employee in writing by the USSU with a copy of the letter sent to the Union office.

ARTICLE 14 – GRIEVANCES

14.1 Definition

Whenever a difference shall arise between the parties hereto or any employee bound by this Agreement concerning its interpretation, application, operation, or alleged violation, the difference shall be dealt with in accordance with the procedures herein outlined. The grievance will contain a summary of the issue in dispute, reference to relevant articles of the Collective Agreement, and a statement of remedy sought.

14.2 Dispute Referred to Manager

An employee, before initiating an individual grievance, normally shall first refer the matter to their manager. They shall be accompanied to the meeting by their Shop Steward or a Union Representative, if the employee so wishes. If the matter is not settled satisfactorily, the employee may refer the matter to the Union for presentation at Stage 1.

14.3 Recognition of Union Steward and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the USSU acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward or Union Representative shall assist any employee in preparing and presenting a grievance in accordance with the Grievance Procedure.

14.4 Permission to Leave Work

The Union recognizes that each Steward or designated Union Representative is employed by the USSU and that such a person will not leave work during working hours without permission in order to perform duties under this Agreement. Such permission will not be unduly withheld and the Steward or designated Union Representative will not be hindered, coerced, restrained, or interfered with while investigating a grievance or presenting an adjustment as provided in the Agreement. The representative or Steward shall minimize the disruption of the normal operations of the Employer or the scheduled work activities of any employee while conducting such an investigation.

14.5 Stage I – Grievance

14.5.1 If the Union considers the grievance to be a legitimate one, it shall immediately refer the written grievance signed by a duly authorized Union official or by the employee(s) concerned to the USSU General Manager. In order to be accepted, a copy of the grievance must reach the USSU General Manager's office within thirty (30) calendar days of the incident which is the subject of the grievance. Grievances submitted after these time limits will not be accepted.

14.5.2 Within fourteen (14) calendar days of receiving the grievance, the USSU General Manager shall render a decision in writing.

14.6 Stage II – Arbitration

14.6.1 Time Limit

In the event that any grievance or matter in dispute has not been settled through the procedure outlined above, either party may, within fourteen (14) calendar days, submit the grievance or matter in dispute to an Arbitration Board in accordance with this Article. It is agreed that time is of the essence in reaching a just conclusion to the grievance and arbitration process and, therefore, both parties agree that they will do everything possible to ensure that the selection of the Board and the arbitration proceeds as quickly as possible.

14.6.2 Composition of the Board

The Arbitration Board shall consist of three (3) APPOINTEES. One shall be named by the USSU and one named by the Union. The parties to the Agreement shall endeavour to agree on the third appointee who shall act as Chair of the Board. Each of the parties to this Agreement shall have their respective Board appointee selected and made known to each other within seven (7) calendar days of notice being given by either party for the establishment of the Board.

Nothing herein shall prevent the parties from agreeing to a single arbitrator. If the parties so agree, the provisions of this Article 14 shall apply, with the corrections necessary to make it applicable to the single arbitrator.

14.6.3 Selection of Chair

The two (2) members thus selected shall endeavour to agree on the selection of a Chairperson within seven (7) calendar days following their nominations as Board Members. In the event of their failure to agree on a Chairperson within the time prescribed, they shall notify the Minister of Labour for the Province of Saskatchewan who shall be asked to name a Chairperson.

14.6.4 Hearing

The Board, having been formed by the above procedure, shall meet, hear the evidence of both parties and render a written decision within fourteen (14) calendar days from the completion of taking evidence. The decision of the majority of the Board on the matter at issue shall be final and binding on both parties, but the Board shall not be empowered to add to, subtract from, alter or amend the Collective Agreement in any way.

14.6.5 Time Deficiencies and Time Limits

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

The time limits imposed by the foregoing provisions may be waived by the parties upon agreement through local negotiations.

14.6.6 Disposal of Grievances

Subject to 14.6.4 above, the Board shall have the power to dispose of any grievance by any arrangement which it deems just and equitable.

14.6.7 Expenses

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

14.7 General

- 14.7.1 Union May Institute Grievances
The Union and its representative have the right to originate a grievance on behalf of a consenting employee or group of consenting employees and to seek adjustment with the USSU in the manner provided in the Grievance Procedure. Such a grievance shall commence at Stage I.
- 14.7.2 Facilities for Grievances
The USSU shall provide appropriate space for grievance meetings.
- 14.7.3 Authorized Acting Officials
For the purpose of Stage I hereof, the persons duly authorized to act for and on behalf of the officials mentioned herein during their absence shall, similarly, be authorized to act in respect to the procedure outlined herein.
- 14.7.4 Representatives of CUPE
In the discussion of grievances with the representatives of the USSU, the Union may at any time be accompanied by a representative of CUPE.
- 14.7.5 Grievances Dealt with During Working Hours
Insofar as practicable, all grievances will be dealt with during working hours, and no employee or employees who are representatives of the Union will suffer loss of pay by reason of time spent in discussing grievances with the representatives of the USSU.
- 14.7.6 Copies of Documents
In the event of a grievance or disciplinary action, the Union and the USSU agree with each other, upon request, to provide each other with copies of all documents which the parties intend to use in regard to the specific grievance or disciplinary action.

ARTICLE 15 – LEAVE OF ABSENCE

15.1 Casual Union Leave

The USSU agrees that Leave of Absence without pay, but with maintenance of seniority, where applicable, may be given to any designated employee or employees for Union business; such leave of absence may be given for a period not exceeding six (6) months as the Union may request in writing. At no time will the decision for leave of absence be delayed longer than forty-eight (48) hours after application has been made for same.

Any request for leave shall require fourteen (14) calendar days' notice in writing to the General Manager's office. In addition, the employee or employees concerned shall notify their manager and/or immediate supervisor as soon as they are aware that such a request is going to be made, so as to not seriously impair the operations of a work area. Employees on such leave shall return to their former classification, position, and salary subject to any increases.

15.2 Special Leave of Absence

Special leave of absence without pay for good and sufficient reason may be granted to an employee, but requests therefore, must be made in writing to the General Manager, stating the reason(s) for such leave. The employee or employees concerned shall notify their manager and/or immediate supervisor as soon as they are aware that such a request is going to be made, so as to not seriously impair the operations of a work area.

The Union shall be notified of any such leave applied for and the decision rendered. Employee(s) on such leave shall return to their former classification, position, and salary subject to any general increases.

15.3 Leave for Jury Duty

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

15.4 Personal Wellness/Professional Development

Full-time and permanent part-time employees with more than one (1) year seniority shall be entitled to have payment made or be reimbursed for conference or seminar attendance, completion of job related classes, and/or registration or membership fees for personal development courses, provided these have received prior approval by the General Manager. Maximum payment/reimbursement will not exceed six-hundred and fifty dollars (\$650.00) per fiscal year (May 1 to April 30).

15.5 Compassionate and Urgent Personal Leave

If required by the circumstances, up to **five (5)** regularly scheduled work days leave without loss of pay and benefits shall be granted by the General Manager for bereavement or serious illness of a spouse (including common law or same sex spouse), parent, child (or child of spouse), brother, sister or mother or father of spouse, mother-in-law, father-in-law, grandparent, grandchild, or other person who would ordinarily be considered a member of the employee's immediate family. The employee or employees shall also notify their manager and/or immediate supervisor as soon as they are aware that such a request is going to be made, so as to not seriously impair the operations of a work area.

When circumstances indicate that additional or other time is required for bereavement, compassionate or for personal reasons, **leave shall not be unreasonably denied**. Application will be made as soon as possible and confirmed in writing.

15.5.1 Compassionate Care Leave

Where an employee requires a leave as defined under the EI compassionate care benefit, the employee shall apply in writing to their immediate manager indicating the requested date of commencement of the unpaid leave. The Employer agrees to approve such leave as soon as reasonably possible.

15.6 Maternity/Adoption Leave and Parental Leave

15.6.1 Service Requirements for Maternity/Adoption Leave and Parental Leave

An employee shall qualify for maternity/adoption leave and parental leave (leave of absence without pay) after at least twenty (20) weeks of work during the previous fifty-two (52) weeks. Four (4) weeks' notice must be given prior to the day the leave is to begin.

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

15.6.2 Length of Maternity/Adoption Leave and Parental Leave

Maternity/Adoption Leave shall cover a period of up to eighteen (18) weeks in total and may be taken at the employee's discretion before and/or after the birth or adoption of a child. When a doctor's certificate indicates that a longer period of maternity leave is required for health reasons, an extension shall be allowed, but the total leave period shall not exceed **eighteen (18) months**.

Parental leave shall cover a period of thirty-four (34) weeks for birth mothers or primary caregivers and thirty-seven (37) weeks for birth fathers or spouses of the primary caregiver.

An employee may apply for further leave without pay (the total maternity leave not to exceed **eighteen (18) months** and the granting of such leave is at the discretion of the employee's manager.

This article will be adjusted to whatever combination complies with EI legislation.

- 15.6.3 Benefits During Maternity/Adoption Leave and Parental Leave
The full-time employee's accumulated vacation leave and sick leave at the time the maternity/adoption or parental leave commences shall be retained to their credit. The employee shall not accumulate vacation or sick credits during their leave.
- 15.6.4 Seniority Status During Maternity/Adoption Leave and Parental Leave
The full-time employee shall continue to earn seniority during their leave.
- 15.6.5 Procedures Upon Return from Maternity/Adoption Leave and Parental Leave
When an employee decides to return to work after maternity/adoption leave and/or parental leave, they shall provide the USSU with at least four (4) weeks' notice. If the employee returns to their former classification, the salary will be the same as when the leave commenced, subject to any general increases. If the employee is placed in a lower classification, the salary will be at the same level or next lower to their former salary subject to any general increases. The employee's increment date will be set back accordingly.

15.7 Leave for Court Appearances

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

ARTICLE 16 – HOLIDAYS

16.1 Named Holidays

The University of Saskatchewan Students' Union recognizes the following as paid holidays:

- New Year's Day (Jan.)
- Victoria Day (May)
- Labour Day (Sept.)
- Christmas Day (Dec.)
- Family Day (Feb.)
- Canada Day (July)
- Thanksgiving Day (Oct.)
- Boxing Day (Dec.)
- Good Friday (March/Apr.)
- Saskatchewan Day (Aug.)
- Remembrance Day (Nov.)

16.2 Compensation for a Holiday Falling on Saturday

When any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following method will apply:

- the following Monday will be deemed to be the holiday with pay.

16.3 Compensation for a Holiday Falling on Sunday

When any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following method will apply:

- the following Monday (or Tuesday, where the preceding clause already applies to Monday), will be deemed to be the holiday with pay.

16.4 Compensation for Working on a Holiday

An employee who works on any of the above holidays shall be paid at the rate of double time (2x) in addition to regular monthly salary. The employee may, with prior approval from management, choose to take some or all of the above compensation in time off.

16.5 Compensation for Holiday Falling on Worker's Regular Day Off

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

- a) Be given an additional day off, or if this is not possible, one (1) additional days' pay.
- b) If the employee works, the employee will be paid at the rate of double time (2x) in addition to regular monthly salary. In addition, the employee's day off will be rescheduled to another day by mutual agreement. However, if this is not possible, the employee shall be given one (1) additional day's pay.

16.6 Less-than-Full-time

Payment of holiday pay to less-than-full-time employees in respect of the named holidays provided for in Article 16.1 shall be in accordance with *The Saskatchewan Employment Act* and administered in accordance with the University of Saskatchewan payroll procedures.

ARTICLE 17 – VACATION

17.1 Accumulation

Provided seniority is not broken during the first five (5) years of employment:

- a full-time employee will accumulate one and one-quarter (1 ¼) days' vacation for every month of service, fifteen (15) days per fiscal year

After five (5) consecutive years of employment:

- a full-time employee will accumulate one and two-thirds (1 2/3) days' vacation per month, twenty (20) days per fiscal year (May through April)

After fifteen (15) consecutive years of employment:

- a full-time employee will commence earning vacation at the rate of two and one-twelfth (2 1/12) days per month, twenty-five (25) days per fiscal year (May through April)

After twenty-three (23) consecutive years of employment:

- a full-time employee will commence earning vacation at the rate of two and one half (2 ½) days per month, thirty (30) days per fiscal year (May through April)

Where a full-time employee commences employment on a day other than the first day of the month or terminates employment on a day other than the last day of the month, the employee shall be entitled to:

- full benefits as outlined above if the employee works more than one-half (1/2) of the month
- no benefits if the employee works less than one-half (1/2) of the month

Where a full-time employee terminates and has received no vacation credits for a partial month upon commencement and termination, and where the total of the two partial months exceeds fifteen (15) days, the employee will receive full vacation benefits for one (1) month.

17.2 Use of Vacation

Employees may use only vacation leave accumulated to the preceding April 30. (For special circumstances, see Article 17.4.)

17.3 Vacation Year

All annual vacations accrued by April 30 of any year shall be taken by April 30 of the succeeding year. (For special circumstances, see Article 17.4.)

17.4 Special Circumstances

In special circumstances (such as a planned extended vacation), employees may have consideration given to vacation arrangement outside of Articles 17.2 and 17.3 by submitting a written request to the employee's immediate manager or supervisor.

17.5 Time of Vacation

In so far as the regular operation of their work areas permits, employees will be allowed to take their vacations at the time they request.

17.6 Holiday During Vacation

When a holiday falls within an employee's annual vacation, such employee shall be granted an additional day's (1 day) vacation.

17.7 Equal Opportunities

As far as possible, annual vacation shall be arranged to secure equal

opportunities of advantageous periods to all full-time employees without regard to seniority where applicable.

17.8 Approved Absence During Vacation

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

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

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

ARTICLE 18 – SICK LEAVE

ARTICLE 18 IS TO APPLY EXCLUSIVELY TO FULL-TIME AND PERMANENT PART-TIME EMPLOYEES AND ALL PROVISIONS OF THE ENTIRE ARTICLE ARE TO BE CONSTRUED AS REFERRING TO FULL-TIME AND PERMANENT PART-TIME EMPLOYEES UNLESS OTHERWISE EXPRESSLY STATED.

18.1 Sick Leave Defined

Sick Leave means the period of time that a full-time **or permanent part-time** employee is absent from work with full pay by virtue of being sick and disabled, quarantined by a duly authorized medical officer or under examination or treatment of a physician, paramedical practitioner, or dentist, or because of an accident for which compensation is not payable under *The Workers' Compensation Act*.

18.2 Rate of Accumulation

For sick leave credits where a full-time employee commences employment on the first day of the month, he shall be allowed without deductions in pay, one and one-quarter (1 ¼) days for each month of service. Where a full-time employee commences employment on or before the 15th day of the month, the commencement date, for the purpose of this section only, shall be deemed to be the first of the month in which employment commenced. If the commencement date is after the 15th of the month, it shall be deemed to be the first of the following month. **Permanent part-time employees shall accrue sick leave credits on a pro-rata basis.**

18.3 Accumulation of Sick Leave

All unused portions of sick leave will be cumulative.

18.4 Illness in the Family

Where no one other than the full-time **or permanent part-time** employee can provide for the needs of a member of the employee's immediate family during a serious illness, the employee may apply by telephone (confirming later in writing) to the General Manager for permission to have up to five (5) days of accumulated sick leave per illness for this purpose.

18.5 Deductions from Sick Leave Accumulation

Absence on account of illness for less than one-quarter (1/4) of a day will not be deducted until a full day has been recorded in the work area over a one (1) month period. All other absences of less than a full day will be charged at either one-quarter (1/4) or one-half (1/2) day, whichever is next least to the time absent.

18.6 Proof of Illness

A full-time or permanent part-time employee may be required to produce a report from a medical doctor for any illness in excess of five (5) working days. The doctor's report shall contain the following information:

- i) Verification that the employee is unable to carry out duties due to illness and the expected duration of absence from work;
- ii) Verification of fitness to return to work following sick leave and/or:

Upon request, the employee will have their medical practitioner complete the form attached as Appendix 'A' to the Collective Agreement;

Appendix 'A' will define any limitations on an employee's ability to perform their own or other duties sufficient to properly plan accommodation in the work place and/or a gradual return to work, together with time lines for full recovery or assessment of any permanent disabilities and limitations.

The Employer shall pay any fee charged by a physician for completing such a report.

It is understood and agreed that the information released to the USSU shall be limited to that required to verify illness/disability and/or to establish recovery sufficient to perform the tasks and duties of the employee's classification.

18.7 Sick Leave During Leave of Absence and Layoff

When an employee is granted leave of absence without pay or receives layoff, and such absence exceeds thirty (30) days, the employee shall maintain but not accrue sick leave credits.

18.8 Notification of Sickness or Injury

An employee who is absent from duty on account of injury or sickness shall notify their immediate supervisor as soon as possible indicating the probable length of absence. If the supervisor is unavailable, the notification should be made to the General Manager.

18.9 Compensation from a Third Party

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

$$\frac{\text{Reduction of Sick Leave (working days)}}{\text{Period of Disability (working days)}} = \frac{\text{USSU Supplement to Compensation}}{\text{Regular Monthly Salary}}$$

The USSU may make advances to the employee pending settlement of the claim against a third party, to a maximum of the employee's sick leave. Where such advances are made, the employee will be required to sign a written agreement to immediately repay such advances and any additional benefit costs when settlement is obtained. Upon request of the USSU, the employee will produce an affidavit setting forth the amount of compensation received from the third party.

18.10 Investigation of Accidents

The Occupational Health and Safety Committee members shall be notified of serious accidents or injuries to any less-than-full-time or full-time employees and the scene shall be investigated as soon as possible. The USSU agrees to provide the Union with copies of all Workers' Compensation Board reports.

18.11 Injury Pay Provisions

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

18.12 Transportation of Accident Victims

When an employee becomes ill at work, transportation to the nearest physician, hospital or home will be provided at the expense of the USSU for any less-than-full-time or full-time employee incapable of using their normal form of transportation, except when compensated for transportation by a third party.

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

ARTICLE 19 – EMPLOYEE BENEFIT PLANS

19.1 The USSU agrees to enroll all eligible full-time employees into the Benefit Plans purchased from the University of Saskatchewan in so far as the plans permit and the University of Saskatchewan administration agrees.

19.2 Enrollment

All eligible permanent employees shall enroll in the USSU Benefit Plans purchased from the University of Saskatchewan, subject to the terms and conditions of the Group Insurance Plan, Pension Plan and the Long Term Disability Plan presently in existence.

19.3 Disability Plan

19.3.1 Full-time Employee Status

A full-time employee drawing benefits from the Disability Plan (whether the USSU's portion or the Insurance Company's portion) will retain seniority rights in the same manner as if at work. The employee will retain coverage in the Group Insurance Plan and/or the Pension Plan at the same rate as before drawing benefits. If the period until the employee returns to work is less than thirty (30) calendar days, the employee will accumulate vacation credits and the increment date will remain the same. If the period outlined above is more than thirty (30) calendar days, the employee will not accumulate vacation credits during the leave and will have the increment date adjusted accordingly.

19.3.2 Return to Work of a Full-time Employee

A full-time employee who returns to work after being on the disability plan and who is able to satisfactorily carry out the duties of the classification which was held immediately prior to the commencement of the disability will be placed in the position the employee left or if that is not possible, in one with the same classification as that previously held.

19.3.3 Sick Leave Status Report

An employee who is on long-term absence due to illness or injury for a duration longer than two (2) months shall provide informal progress/update reports on their status each month of their absence to their immediate supervisor.

19.4 Benefits During Leave of Absence for Full-time Employees

- 19.4.1 Sick Leave, Vacation Leave and Increment Date
A full-time employee whose sick leave has expired or who is on the Long Term Disability Plan (either the USSU's portion or the Insurance Company's portion) will be deemed to be on Leave of Absence for the application of Articles 19.5.2, 19.5.3 and 19.5.4.
- 19.4.2 Sick Leave and Vacation Leave
If a leave of absence for a full-time employee (except as provided in Articles 15.1 and 15.3) exceeds thirty (30) calendar days, credits for vacation and sick leave will not be accumulated during the period of absence, and the increment date shall be set back accordingly. If a leave of absence is for less than thirty-one (31) calendar days, the increment date will not be affected and the employee will continue to accumulate sick and vacation credits in the normal fashion.
- 19.4.3 Pension for Full-time Employees
Service credits may continue to be accumulated by prepayment or by arranging for payment of both the employee and USSU contributions.
- 19.4.4 Long Term Disability & Group Insurance for Full-time Employees
If the leave is for six (6) months or less, coverage continues and the full-time employee is required to prepay the premiums or make arrangements for payment. If the leave exceeds six (6) months, the employee has the option of dropping coverage and being subject to the waiting period upon return or continuing coverage beyond six (6) months by paying the premium cost. In any case, all coverage will terminate after a full twelve (12) month period of Leave of Absence due to carrier restrictions.

ARTICLE 20 – OCCUPATIONAL HEALTH & SAFETY

20.1 Co-operation on Safety

It is agreed that the USSU, the Union, the employees, and all levels of supervision will co-operate fully to promote safe work practices, health conditions, and the enforcement of safety rules and procedures.

20.2 Safety Committee Pay Provisions

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

20.3 Safety Measures

Employees working in any hazardous or dangerous jobs shall be supplied with the necessary materials as required by safety regulations or determined by the Occupational Health & Safety Committee to be more favourable to the employee(s).

20.4 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job or to operate any equipment which, in the opinion of the employee(s) or any member of the Safety Committee, is unsafe, until an Occupational Health Officer or Occupational Health Committee established under *The Occupational Health and Safety Act, 1972*, has investigated the matter or situation or until sufficient steps have been taken so that the employee has reasonable grounds for believing that the duty or duties are no longer dangerous.

ARTICLE 21 – HARASSMENT

21.1 The Union and the USSU do not condone harassment.

21.2 Definition

Sexual harassment is defined as behaviour related to sexuality that may be verbal, physical, deliberate, unsolicited, or unwelcome; it may be one incident or a series of incidents. While the following is not an exhaustive list, sexual harassment may include:

- verbal abuse
- unwelcome jokes
- innuendoes or taunting about an employee's clothing, body or sexual activities
- displaying of pornographic material
- unwelcome invitations or requests (whether indirect or explicit) to engage in the behaviour of a sexual nature
- leering or other gestures associated with sexuality
- unnecessary physical contact such as touching, patting, pinching, punching, or physical assault.

Personal harassment is defined as any objectionable conduct, comments, or displays which would reasonably constitute a clear pattern of mistreatment that is severe enough to create a hostile and intimidating environment. This could mean disparaging, humiliating, or belittling another person or actions designed to deprecate a person or undermine their self-confidence. This could also mean discrimination based on race, creed, religion, colour, sex, marital status, disability, ancestry, nationality, place of origin, family status, physical size or weight, age, or sexual orientation.

21.3 Criteria

For a practice to be considered harassment it must be reasonably perceived as a term or condition of employment (including availability or continuation of work, promotional or training opportunities) or the ability to influence decisions on such

matters or interfere with job performance.

21.4 Procedure

Harassment is grievable at Stage I. Before a response is rendered, there will be an objective examination including the nature and context of the incidents. Both parties agree that all proceedings and the results thereof will be dealt with in the strictest confidence.

21.5 Employees who are being subjected to client harassment will draw this to the attention of the Manager who will be required to deal with the problem immediately.

ARTICLE 22 – MISCELLANEOUS

22.1 Itemized Statement

The USSU will provide, on each payday, to each employee, access to an online, itemized statement of wages showing the month, hours, rates, and deductions.

22.2 Clerical Errors

Clerical errors made relative to an employee's salary or fringe benefits will be adjusted.

22.3 Coffee Breaks

Employees who work six (6) hours or more per day will be permitted two (2) fifteen (15) minute coffee breaks or one half (1/2) hour coffee break per day. Employees who work four (4) or more hours, but less than six (6) hours are entitled to one (1) fifteen (15) minute coffee break. Upon mutual agreement an unpaid lunch break may also be taken.

22.4 Rules & Regulations

When the USSU introduces new rules or regulations concerning employee's conduct on USSU premises or during working hours, copies will be posted and also forwarded to the Union Office. Such rules and regulations will be reasonable and will not be inconsistent with any Article of the Union Agreement.

22.5 Uniforms & Protective Clothing

22.5.1 The USSU will reimburse each janitorial staff person up to **three hundred dollars (\$300.00)** per fiscal year to cover the purchase of work clothes and shoes.

22.5.2 Adequate protective clothing will be provided by the work areas listed below when the duties performed by an employee are abnormal which will result in the employee's clothing being destroyed or rendered unfit for further use, or as otherwise required.

The USSU will provide replacement clothing if damaged or rendered unusable due to extraordinary circumstances except when due to carelessness, negligence or misconduct on the part of the employee.

ARTICLE 23 – INCREMENTS

23.1 Increment Dates

Increment dates for all full-time employees shall date from the first day of the month nearest to the anniversary date of employment. When an employee is reclassified or promoted to a new position, subsequent increments shall be dated from the first day of the month nearest to the date of the change of position unless otherwise mutually agreed to.

A less-than-full-time employee is entitled to receive an increment based on accumulated service as set out in Schedule 'A'.

23.2 Mid-Point

The mid-point of the month shall be deemed to be midnight between the 15th and 16th day of any month.

ARTICLE 24 – HOURS OF WORK AND SPECIAL PAY PROVISIONS

24.1 Normal Hours of Work

Normal hours of work for full-time employees will be 7.6 hours per day/38 hours per week, 165 hours per month. Notwithstanding, it is understood that an appropriately longer working day may provide one (1) day off for every nineteen (19) days worked (5-5-5-4). However, this may not be suitable in every work area, in which case alternative work schedules will be developed.

24.1.1 General Provisions Regarding Altered Hours of Work

- 1) Schedules under this alternative may vary, but as general principles:
 - a) Hours of work will be altered in a way which will permit those participating to take full days off.
 - b) Wherever possible, time off will be given in conjunction with normal days of rest, vacation leave, or in blocks of time.
 - c) Schedules may be modified from time to time to meet

special needs of work units, but schedules will not be altered unreasonably.

- d) Accumulated time will be taken within a year of being earned.
- 2) Unless otherwise indicated, days off are treated as normal days of rest.
- 3) Sick leave and vacation utilization is recorded consistent with Article 18.
- 4) Additional time off, worked in order to accumulate time off, shall not constitute overtime, nor shall it result in any additional premium pay.

24.2 Overtime

- 24.2.1 Full-time employees shall be paid double time (2 x) for all time worked in excess of the stated regular hours of work. All other employees shall be paid double time (2 x) for all time worked in excess of 7.6 hours per day.
- 24.2.2 Employees shall notify their immediate manager or supervisor within sixty (60) calendar days if their overtime has not been paid.
- 24.2.3 If an employee has left the place of work and is not aware of being required to work overtime and is called back for overtime work, the employee shall be paid a minimum of two (2) hours at overtime rates.
- 24.2.4 An employee working overtime will receive 2x (two times) their normal hourly rate. Where an employee is required to work continuously beyond his normal quitting time in excess of two (2) hours, or is required to return to work for overtime purposes for a period in excess of four (4) hours, the USSU agrees to provide a suitable meal.
- 24.2.5 Transportation
When an employee's shift starts or ends when public transportation is not available, the Employer may consider alternate arrangements.

24.3 Calculation of Overtime

Overtime paid to an employee on a monthly rate shall be computed on the value of one (1) hour, the regular yearly salary, and the regular yearly working hours

used as a basis.

24.4 Unsocial Hours of Work Premium for Full-time Employees

24.4.1 For the time actually worked, a full-time employee will receive an additional **one dollar (\$1.00)** per hour for each hour or part of an hour of regularly scheduled work outside the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday. If the majority of a full-time employee's hours of work on a shift fall outside the hours specified above, the premium will be paid for the entire shift.

24.4.2 The premium will not be paid on overtime.

24.4.3 The University of Saskatchewan Students' Union agrees that where possible and subject to the safe and efficient operation of the University of Saskatchewan Students' Union, shift scheduling will be kept to a minimum of persons required on holidays, Saturdays and Sundays.

24.5 Calculation of Part of a Month's Salary

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

For employees employed on an hourly basis, the hourly rate will be computed by dividing the regular monthly rate by 165 hours for a 38-hour work week.

24.6 Less-Than-Full-Time Employees

Employees who are scheduled to work less-than-full-time may not be required to work additional hours without their consent.

24.7 Election Day

If an employee is scheduled such that he or she does not have three (3) consecutive hours off from work during polling hours, the Employer must grant the employee time off. However, this time off must be requested by the employee and must be at a time convenient to the Employer. Once requested by the employee, the Employer must grant this time off with no penalty to the employee.

24.8 Minimum Wage

The Employer agrees the starting rate for less-than-full-time employees will be three percent (3%) upward of the minimum wage.

ARTICLE 25 – VIOLENCE IN THE WORKPLACE

RATIONALE

The USSU is committed to a safe, positive work environment.

GUIDELINES

- 1. USSU defines violence according to *The Saskatchewan Employment Act, Section 3-21* as "the attempted, threatened or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that the worker is at risk of injury."**
- 2. USSU will continue to work toward minimizing the potential for violence by adopting preventive measures such as training for employees by:**
 - 2.1 Developing ways and means of recognizing potentially violent situations;**
 - 2.2 Establishing proactive approaches to prevent or minimize violence;**
 - 2.3 Developing procedures for dealing with incidents of violence and how to obtain assistance; and**
 - 2.4 Establishing procedures for documenting and reporting violent incidents to the appropriate authorities.**
- 3. USSU will take supportive and appropriate action when any acts of violence, threats or intimidation occur. (*Note – this means stepping in and providing assistance and support in the moment and afterwards if staff are being harassed or threatened.)**
- 4. This policy will be reviewed regularly by the Occupational Health and Safety committee to determine if any changes should be made, such revisions to be communicated to all employees.**
- 5. USSU will advise employees annually of the guidelines and procedures contained herein.**

PROCEDURES

- 1. When there are known circumstances that will place employees at a higher risk of violence, the USSU will inform employees and ensure they are aware of safety protocols. Known circumstances may include, for example, an individual who has a past history of threatening staff.**
- 2. All employees have a responsibility to ensure a safe workplace. To that end, employees shall promptly communicate issues relating to violence as follows:**
 - 2.1 Employees who believe they have been subjected to a violent act will report the incident to the Supervisor immediately;**
 - 2.2 Employees who have been the victim of a violent incident must complete a WCB Incident Report Form and forward it to the Supervisor;**
 - 2.3 Employees who believe a student, colleague or visitor to the workplace represents a danger to the safety of the workplace shall notify their designated Manager immediately;**
 - 2.4 Staff shall inform their designated Manager of all reports of violent incidents; and**
 - 2.5 The designated Manager shall inform the General Manager and the Local's Occupational Health and Safety Committee of reports of violent incidents.**
- 3. All violent incidents will be documented and reported to the appropriate authorities as soon as possible following receipt of a complaint. Employees shall have access to Union representation throughout the investigative process.**
- 4. Following an investigation that confirms the occurrence of a violent incident, the USSU will review the results and take the appropriate action necessary to minimize the risk of another incident.**
- 5. When an employee is a victim of a violent incident:**
 - 5.1 The Employer will reimburse employees up to \$350 for receipted costs incurred to access medical or psychological consultation or assistance;**

- 5.2 They will be required to file the necessary injury reports if the employee seeks medical assistance or is absent from work;**
- 5.3 Compensation for medical expenses, time lost or disability to which they may be entitled will not be duplicated; (*Note – this means if they are entitled to Workers' Compensation payments, they aren't receiving both sick time and Workers' Compensation payments.)**
- 5.4 They will not be prevented from referring the violent incident to a third party including Occupational Health and Safety, Saskatchewan Human Rights and/or police services; and**
- 5.5 Reprisals or threats as a result of filing a complaint are to be reported to the Supervisor or the designated Manager for immediate investigation. Confirmation of such threats or reprisals will result in appropriate disciplinary or other action.**

ARTICLE 26 – INTIMATE PARTNER VIOLENCE

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation.

An employee dealing with domestic violence or abuse in their personal life is entitled to ten (10) days of leave in consecutive or intermittent days in a fifty-two (52) week period, as needed by the employee. An employee is also entitled to take up to seventeen (17) weeks of leave in a fifty-two (52) week period in one continuous period.

An employee is entitled to be paid for up to five (5) days of this leave in a fifty-two (52) week period as Sick Leave.

All parties must disclose information when there is a clear threat to safety. The Union and Employer should not disclose more personal information than is reasonably necessary to protect workers from injury.

Information should be shared:

- in emergency situations**
- for threat assessment**
- for safety planning**
- for the effective implementation of protective orders**

In these cases, privacy and confidentiality should be maintained to the extent possible. This means sharing only reasonably necessary information and only with those who need to know. All personal information concerning domestic violence should be kept

confidential and no information should be kept on the employee's personnel file without their express written permission.

The parties understand domestic violence can affect all workers in a workplace and will work together to ensure all workers' safety should a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole. The parties agree a support or resource person may be present at such meetings.

ARTICLE 27 – THE AGREEMENT

25.1 Duration

This Agreement shall be effective from May 1, **2018** and shall remain in force and in effect up to April 30, **2021** and from year to year thereafter, but 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.

25.2 Previous Provision

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

25.3 Conflicting Laws

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

SIGNING PAGE

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE CAUSED THESE
PRESENTS TO BE EXECUTED THIS ____ DAY OF _____, 2018**

UNIVERSITY OF SASKATCHEWAN STUDENTS' UNION, represented by:

General Manager

President,
Executive Committee

**WITH RESPECT TO THE SIGNATORY ON BEHALF OF THE UNIVERSITY OF
SASKATCHEWAN STUDENTS' UNION**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #1975 THE
UNIVERSITY OF SASKATCHEWAN STUDENTS' UNION, represented by**

President, CUPE Local 1975

**WITH RESPECT TO THE SIGNATORY ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES**

Cost of Living Adjustment

The parties agree that at the end of each year during the Term hereof, including each renewal thereafter, each employee's Base Salary shall be increased by an amount determined by multiplying the original Base Salary hereunder by a fraction the numerator of which is the Consumer Price Index for all cities ("CPI") as of January 1, 2018, or such later year as is applicable, minus the CPI as of January 1, 2010 and the denominator of which is the CPI as of January 1, 2010 or by the negotiated increases, whichever is greater.

SCHEDULE 'A' – WAGES – MAY 1, 2018

RETROACTIVE TO MAY 1, 2018

1.5% increase (Step increase 2.5%)

	Start	2 nd	3 rd	4 th	5 th	6 th
Information Centre Supervisor	3600.42 43205.04	3690.43 44205.16	3782.69 45392.28	3877.26 46527.12	3974.19 47690.28	4073.54 48882.48
Janitorial Supervisor	3389.87 40668.00	3474.61 41695.32	3561.48 42737.76	3650.52 43806.24	3741.78 44901.36	3835.32 46023.84
Janitor	2965.47 35585.64	3039.61 36471.72	3115.60 37387.20	3193.49 38321.88	3273.33 39279.96	3355.16 40261.92
Food and Beverage • Cook	2558.29 30699.48	2622.24 31466.88	2687.80 32253.60	2754.99 33059.88	2823.87 33922.44	2894.47 34733.64
Food and Beverage • Bartender/Server	2203.04 26436.48	2258.11 27097.32	2314.57 27774.84	2372.43 28469.16	2431.74 29180.88	2492.53 29910.36
Food & Beverage • Sous Chef	3207.65 38491.80	3287.85 39454.20	3370.04 40440.48	3454.30 41451.60	3540.65 42487.80	3629.17 43550.04

LESS-THAN-FULL-TIME:

Louis': Kitchen Attendant, Bartender, Server, Door Person/Security

Starting Salary is three percent (3%) above Minimum Wage for the less-than-full-time positions.

• **Student Supervisors: \$15.00/hour**

Increment base for less-than-full-time employees (hourly paid) will be every 450 hours worked with a cap at six (6) increments:		
450 hours = \$0.20	900 hours = \$0.20	1350 hours = \$0.20
1800 hours = \$0.40	2250 hours = \$0.40	2700 hours = \$0.40

SCHEDULE 'A' – WAGES – MAY 1, 2019

1.5% increase (Step increase 2.5%)

	Start	2 nd	3 rd	4 th	5 th	6 th
Information Centre Supervisor	3654.43 43853.16	3745.79 44949.48	3839.43 46073.16	3935.42 47225.04	4033.80 48405.60	4134.65 49615.80
Janitorial Supervisor	3440.72 41288.64	3526.74 42320.88	3614.90 43378.80	3705.28 44463.36	3797.91 45574.92	3892.86 46714.32
Janitor	3009.95 36119.40	3085.20 37022.40	3162.33 37947.96	3241.39 38896.68	3322.42 39869.04	3405.48 40865.76
Food and Beverage • Cook	2596.66 31159.92	2661.58 31938.96	2728.12 32737.44	2796.32 33555.84	2866.23 34394.76	2937.89 35254.68
Food and Beverage • Bartender/Server	2236.09 26833.08	2291.99 27503.88	2349.29 28191.48	2408.02 28896.24	2468.22 29618.64	2529.93 30359.16
Food & Beverage • Sous Chef	3255.76 39069.12	3337.16 40045.92	3420.59 41047.08	3506.10 42073.20	3593.76 43125.12	3683.60 44203.20

LESS-THAN-FULL-TIME:

Louis': Kitchen Attendant, Bartender, Server, Door Person/Security

Starting Salary is three percent (3%) above Minimum Wage for the less-than-full-time positions.

• **Student Supervisors: \$15.00/hour**

Increment base for less-than-full-time employees (hourly paid) will be every 450 hours worked with a cap at six (6) increments:		
450 hours = \$0.20	900 hours = \$0.20	1350 hours = \$0.20
1800 hours = \$0.40	2250 hours = \$0.40	2700 hours = \$0.40

SCHEDULE 'A' – WAGES – MAY 1, 2020

1.5% increase (Step increase 2.5%)

	Start	2 nd	3 rd	4 th	5 th	6 th
Information Centre Supervisor	3709.25 44511.00	3801.98 45623.76	3897.03 46764.36	3994.45 47933.40	4094.31 49131.72	4196.67 50360.04
Janitorial Supervisor	3492.33 41907.96	3579.64 42955.68	3669.13 44029.56	3760.86 45130.32	3854.88 46258.56	3951.25 47415.00
Janitor	3055.10 36661.20	3131.48 37577.76	3209.76 38517.12	3290.00 39480.00	3372.26 40467.12	3456.56 41478.72
Food and Beverage • Cook	2635.60 31627.20	2701.50 32418.00	2769.04 33228.48	2838.26 34059.12	2909.22 34910.64	2981.95 35783.40
Food and Beverage • Bartender/Server	2269.63 27235.56	2326.37 27916.44	2384.53 28614.36	2444.14 29329.68	2505.25 30063.00	2567.88 30454.56
Food & Beverage • Sous Chef	3304.60 39655.20	3387.21 40646.52	3471.89 41662.68	3558.69 42704.28	3647.66 43771.92	3738.85 44866.20

LESS-THAN-FULL-TIME:

Louis': Kitchen Attendant, Bartender, Server, Door Person/Security

Starting Salary is three percent (3%) above Minimum Wage for the less-than-full-time positions.

- **Student Supervisors: \$15.00/hour**

Increment base for less-than-full-time employees (hourly paid) will be every 450 hours worked with a cap at six (6) increments:		
450 hours = \$0.20	900 hours = \$0.20	1350 hours = \$0.20
1800 hours = \$0.40	2250 hours = \$0.40	2700 hours = \$0.40

APPENDIX 'A'

Sick Leave Certificate
Employee/Physician Statement

SECTION A: EMPLOYEE'S STATEMENT

The information obtained from completion of these documents is for use in determining the employee's eligibility for a Sick Leave or required workplace accommodation.

Last Name: _____ First Name: _____

S.I.N. #: _____

Date of Birth: _____ Male Female

Address: _____
No. & Street City/Town Province Postal Code

Telephone No.: _____

1. a) Is your current medical condition the result of a workplace injury? If yes, contact the Director. If not, please continue.

b) Date symptoms began: _____

c) Medical condition has prevented me from working since: _____
Date

2. List all physicians you have seen for your present medical condition.
(Attach copies of all available specialists' reports.)

Physician No. 1 Name: _____

Address: _____

Date(s) Seen: _____

Date(s) of any Hospitalization: _____

From _____ to _____

Physician No. 2 Name: _____

Address: _____

Date(s) Seen: _____

Date(s) of any Hospitalization: _____

From _____ to _____

Physician No. 3 Name: _____

Address: _____

Date(s) Seen: _____

Date(s) of any Hospitalization: _____

From _____ to _____

3. a) Have you, or did you, attempt to return to work? No Yes

b) If "Yes", from _____ to _____
(date) (date)

Indicate: Full-time Part-time Usual job New job/duties

c) If "No", do you expect to return to your own occupation? If so, when?

(date)

d) If there is medical indication that you will require some form of accommodation, please provide details of the accommodation required (i.e.: light duties, less hours, no heavy lifting, etc.).

4. Are you claiming or receiving any other disability or wage loss benefits?

No

Yes

If "Yes", please specify (WCB, CPP/RPP Disability Pension, Car Insurance, Veteran's Insurance, Other – e.g. legal action, retirement pension):

CERTIFICATION: I certify that the above answers are full, complete and true.

Signature of Employee: _____

Date: _____



SECTION B: ATTENDING PHYSICIAN'S STATEMENT

The information obtained from completion of these documents is for use in determining the employee's eligibility for sick leave or required accommodation.

Please complete the sections relating to your patient and stroke out non-applicable areas. Accurate and detailed completion of this form is essential for your patient to receive sick leave benefits or an appropriate accommodation. You can mail the form directly to _____ or give it to the patient at your discretion. If you require a copy of the Claimant's job description, please call _____ at _____.

Date: _____

Name of Attending Physician completing this form: _____

Family Doctor

Specialist

Physician's Address:

<i>No. & Street</i>	<i>City/Town</i>	<i>Province</i>
	()	
<i>Postal Code</i>	<i>Phone Number</i>	

HISTORY:

- 1. Symptoms first appeared or accident happened on: _____
Day / Month / Year
- 2. Total disability began on: _____
Day / Month / Year
- 3. First Visit: _____
Day / Month / Year
- 4. Is this a work-related accident/injury? No Yes Unknown
- 5. Has patient ever had same or similar condition? No Yes Unknown

OBJECTIVE FINDINGS/INVESTIGATIONS:

- 1. You most recently examined this patient on: _____
Day / Month / Year
- 2. Physical Limitations (e.g. range of motion, restrictions on lifting, bending, walking, etc.)

- 3. Other Limitations (e.g. vision, psychological, etc.)

- 4. Are any further investigations planned? No Yes
If "Yes", state type and when.

5. a) Has your patient been referred to any other physicians/specialists? No Yes
If "Yes", please specify name, specialty and dates of exams.

- b) Summarize physician's/specialist's findings.

TREATMENT:

1. Since first visit, how often have you seen this patient?

Weekly Bi-weekly Monthly Other _____

2. Is this patient on any medication that could affect how they perform their job (i.e.: caring for children)?

If so, what limitations does this place?

3. Physiotherapy? No Yes
If "Yes", specify frequency: Daily 3 x per week Weekly
 Other _____

Type: Outpatient/physiotherapy Dept. Independent Home Exercises

4. Any other treatment or future plans for treatment? (specify with dates)

5. Summarize patient's response to treatment and summary of test results.

LIMITATIONS:

1. Identify specific medical limitations which prevent your patient from performing his/her own occupation (based on your understanding of the duties involved).

2. Identify specific medical limitations which prevent your patient from performing any other occupation.

PROGNOSIS:

Able to return to work at:

1. Own occupation

(specify)

Full-time

Part-time

Other

Day *Month* *Year*

Day *Month* *Year*

Day *Month* *Year*

2. Other occupation

Full-time

(specify)

Day

Month

Year

Part-time

Day

Month

Year

Other

Day

Month

Year

Please provide detail on proposed occupation/accommodation:

Signature of Physician: _____

Date: _____

Day

Month

Year

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