



Proposals for a Collective Agreement – Package #2

between

The University of Saskatchewan

and

Public Service Alliance of Canada

Local 40004

ARTICLE 12 – WORKING CONDITIONS AND ACCESS TO FACILITIES

- 12.01 The Employer shall provide all employees with appropriate office space.
- 12.02 The Employer agrees to provide employees with access to and use of, available libraries, books, duplicating services, office supplies, computing equipment including software, audio-visual equipment, laboratory supplies, personal protective equipment, and any other University facilities, free of charge, when they are required in the performance of the employees' contractual duties and responsibilities.
- 12.03 Provided prior approval for travel has been given by the person designated by the Department or College, the Employer shall reimburse the employee for all reasonable travel expenses incurred for employment-related activities off campus.
- 12.04 In accordance with what is available for similar courses in the applicable Department or College, if additional materials are required in the performance of a Graduate Teaching Fellow's contractual duties and responsibilities, the Employer shall reimburse an employee for such expenses incurred for additional materials, subject to the prior written approval of the person designated in the Department or College and receipt(s) for the purchase of additional materials.
- 12.05 Courses taught by Graduate Teaching Fellows will receive marking, Teaching Assistantship, and secretarial support as is available for similar courses in the applicable Department or College.

ARTICLE 13 – SENIORITY

13.01 Seniority is defined as length of employment within the Bargaining Unit within any given phase of study, i.e. Master's Period and Ph.D. Period, including paid sick leave.

An employee's seniority shall begin with the employee's first term of employment within any given phase of study and shall accrue on the basis of one point per term worked, regardless of the number of hours worked in that term.

Seniority shall begin, accrue and terminate separately for each phase of study and begin anew (from zero) when and if a person academically progresses from one phase of study to the next and secures employment within the next phase of study.

13.02 Seniority rights expire when employment ceases due to dismissal for cause, withdrawal from the University, or failure to obtain Bargaining Unit work for a period of two (2) consecutive years. If an employee is unable to work due to illness, such a period of time shall not be counted towards the two consecutive years.

13.03 An accurate relative seniority list shall be maintained by Departments, and posted on an accessible bulletin board within the Department and emailed to all employees on the list. Upon request by the Union, a copy of the seniority list shall be provided within ten (10) days.

The Union wishes to discuss the issue of employees who are students in interdisciplinary programs as well as students who work and study in different departments and reserves the right to make proposals on those issues.

ARTICLE 13 – POSTING AND APPOINTMENTS

Note: the Union reserves on introducing proposals for posting and appointments for student assistant and graduate teaching fellowship positions.

TA Appointments

- 13.01 A full TA appointment is considered to be no fewer than 130 hours in an academic term. Letters of appointment will specify the number of hours to be worked during the academic term. TA appointments shall normally be made as full appointments, however, pro rating of such appointments may occur. Where a Department or College is offering a significant proportion of TA appointments as pro-rated appointments, they shall provide the Union reasons in writing for doing so.
- 13.02 When a Teaching Assistantship is offered at the time of admission as part of a package of financial support to a Doctoral student, at least the same number of hours shall be guaranteed for each year in the first four years of an employee's program from the date of the commencement of the program.
- 13.03 When a Teaching Assistantship is offered at the time of admission as part of a package of financial support to a Masters student, at least the same number of hours shall be guaranteed for each year in the first two years of an employee's program from the date of commencement of the program.
- 13.04 For the purpose of allocating positions as per Articles 13.02 and 13.03, members registered in a self-standing inter-disciplinary program will be assigned to TA positions through the College of Graduate Studies and Research, in consultation with the student.
- 13.05 Following the allocation of positions for all eligible employees under 13.02 and 13.03, positions that remain available will be awarded to qualified employees in order of seniority.

If an employee is provided less than a full TAship, s/he shall remain eligible for additional appointment(s) to be offered as per the paragraph above until such a time as s/he has equivalent hours to a full TAship.

- 13.06 Where there is a requirement for a tiebreaker due to there being more employees with equal seniority than the number of positions that are available, positions shall be offered based on the following selection criteria:
- (i) the qualifications and ability of the candidate(s) based on academic merit and related experience;
 - (ii) other sources of graduate student financial support being received, where priority shall be given to those receiving less than \$16,000 in other such support;

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

- 13.07 No undergraduate students shall be hired to do TA work unless all available, qualified graduate students have been offered hours of employment equivalent to one full TA appointment.
- 13.08 No employee may hold more than an average of 12 hours per week of TA work. Notwithstanding the preceding, such hours of work may be exceeded due to an amended contract as per Appendix C1.
- 13.09 Prior to the allocation of TA positions under the processes above, the University will invite students to express their preferences for assignments and the University will make reasonable efforts to accommodate such requests consistent with the student's skills, abilities and experience.

Job Postings

- 13.10 Where there are more TA positions available in a Department or College than there are eligible graduate students under 13.02 and 13.03 in that Department or College, the University will post notice of the availability of all TA position(s) in the Department or College for no less than ten (10) days on the University Employment Opportunities website and on any bulletin boards reserved for this purpose, as well as e-mailing the posting to all graduate students for whom the University has e-mail addresses.
- 13.11 All positions in a Department or College shall be posted at the same time. Where identical positions are available, a single posting indicating the number of identical positions is sufficient. Positions shall be posted as early as possible in the term before the term of employment, but in no case shall the postings be later than one month before the beginning of the academic term.
- 13.12 The postings shall contain a brief description of the duties, the supervisor (if known), the required number of hours, the term of employment, and to whom the application must be submitted.
- 13.13 All postings shall note: *"This position is covered by a Collective Agreement negotiated between PSAC and University of Saskatchewan"* as well as *"The University of Saskatchewan and the Public Service Alliance of Canada are committed to Employment Equity."*
- 13.14 One copy of each Posting shall be forwarded to the Union at the same time it is posted and e-mailed to graduate students.
- 13.15 Notwithstanding 13.10, when an unanticipated vacancy occurs within two weeks of the

start of an academic term the University may post the position for a shorter period of time. The Union shall be notified when this happens and shall be provided with reasons for the action.

- 13.16 Notwithstanding 13.10, when an unanticipated vacancy occurs within one week of the start of an academic term or after the start of the academic term, the University may fill the position without posting. The Union shall be notified when this happens and shall be provided with reasons for the action.
- 13.17 Candidates who decline an offer of appointment as a TA shall not prejudice an employee's future appointment opportunities in any way.

Letters of Offer

- 13.18 All Teaching Assistants shall receive a letter of offer that shall contain, as a minimum, the following information: course and location, start date, end date, name of Supervisor (if known), rate of pay, hours of work per week, and duties and responsibilities.
- 13.19 A Teaching Assistant shall only be required to perform duties and responsibilities as outlined in his/her letter of offer.

ARTICLE 14 - APPOINTMENTS (Research Assistants)

14.01 Employment as a Research Assistant (RA) is typically offered:

- (a) to new graduate students at the time of recruitment; or
- (b) to existing graduate students

by their Faculty Supervisor or a member of their Supervisory Committee holding a research grant or contract.

14.02 When a Research Assistantship is offered at the time of admission as part of a package of financial support, subject to the continued availability of the faculty member's grant/contract funding, at least the same number of hours shall be guaranteed for each year in the first:

a) four years of an employee's program from the date of commencement of the program for PhD students; and

b) two years of an employee's program from the date of commencement of the program for Masters students.

14.03 Research Assistant positions which are not offered under the provisions of Article 14.01 shall be awarded in accordance with the selection criteria below:

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

(ii) other sources of graduate student financial support being received, where priority shall be given to those receiving less than \$16,000 in other such support;

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

14.04 Where two or more employees have qualifications under 14.03 that are relatively equal, appointments shall be made on the basis of seniority.

Job Posting

14.05 Research Assistant positions which are not offered under the provisions of Article 14.01 shall be posted for a period of no less than ten (10) days on the University employment opportunities website and on any bulletin boards reserved for this purpose, as well as e-mailing the posting to all graduate students. Where identical positions are available, a single posting indicating the number of identical positions is sufficient.

14.06 The posting shall contain a brief description of the duties, the skills and abilities

required, the rate of pay, the required number of hours, the term of the employment and to whom the application must be submitted.

- 14.07 All postings shall note: *"This position is covered by a Collective Agreement negotiated between PSAC and University of Saskatchewan"* as well as *"The University of Saskatchewan and the Public Service Alliance of Canada are committed to Employment Equity."*
- 14.08 A copy of each posting shall be forwarded to the Union at the same time as it is posted and e-mailed to graduate students.
- 14.09 When an unanticipated vacancy occurs, the University shall post the position for no less than five (5) days and follow the process outlined in Article 14.05 to 14.08 above.
- 14.10 Notwithstanding Article 14.05, assignments of twenty (20) hours or less need not be posted, but Articles 14.11, 14.12, and 14.13 shall still apply.
- 14.11 All Research Assistants shall receive a letter of offer that shall contain, as a minimum, the following information: general location of work, start date, end date, name of Supervisor, rate of pay, hours of work per day and/or week, and a general outline of duties and responsibilities.
- 14.12 Declining an offer of appointment shall not prejudice an employee's future Research Assistant opportunities in any way.
- 14.13 A Research Assistant shall only be required to perform duties and responsibilities that are consistent with those outlined in the letter of offer.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

- 15.01 Unless expressed otherwise, this Article applies to Teaching Assistants (TAs), Research Assistants (RAs) and Graduate Teaching Fellows (GTFs).
- 15.02 The maximum number of hours of work for any TA or GTF, regardless of the number of TAs or GTFs the TA or GTF holds, is no more than an average of twelve (12) hours per week.
- 15.03 All assigned duties of an employee shall be included in the calculation of time involved in an assignment.

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

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

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

Duties and Allocation of Hours

- 15.05 After the employee has been assigned to his or her employment Supervisor, the Supervisor shall meet with the employee, and shall complete the appropriate Description of Duties and Allocation of Hours form (Appendices B1 or B2).
- 15.06 The Supervisor shall meet with the employee no later than ten (10) days after the beginning of the appointment to ensure that the hours of work established in the Description of Duties and Allocation of Hours form (Appendices B1 or B2) are appropriate. If it is determined by the Supervisor and the employee that the work cannot be performed in the time allocated, the Description of Duties and Allocation of Hours (Appendices B1 or B2) forms shall be revised.
- 15.07 Subsequent to that meeting, if an employee has reason to believe that he or she may be unable to perform the duties specified in the Description of Duties and Allocation of Hours forms (Appendices B1 or B2) within the hours specified (either the total hours or the hours applicable to a section thereof) the employee shall complete an Employment Contract Amendment Request (Appendices C1 or C2) and submit it to his/her employment Supervisor. The Supervisor shall meet with the employee within five (5)

working days of receiving such request to discuss the problem. The supervisor shall make every reasonable effort to accommodate the employee's concerns and shall select an option on the form and return it to the student within two (2) days of the discussion with a copy sent to the Union.

- 15.08 In cases where it is necessary to increase the number of hours in the appointment in order to complete the assigned duties, and the employee agrees to work the additional hours, Appendices C1 and C2 must be completed by the appropriate signing authorities and copies returned to the employee and the School of Graduate Studies before the additional hours are worked by the employee.
- 15.09 Employees shall not be required to work more hours than those stipulated in their contract without their consent.
- 15.10 Employees shall not be required to work more than twenty (20) hours in a week without their consent.
- 15.11 If an employee consents to increasing their hours, she shall be compensated for any additional hours authorized at her hourly rate of pay.
- 15.12 An employee may be accompanied by a representative of the Union at any meeting convened pursuant to Articles 15.05 through 15.07.
- 15.13 The University agrees that no employee who has been offered a TA, RA or GTF position will have her number of hours reduced during that contract period.

The Union reserves the right to make proposals for this article on Student Assistants.

APPENDIX B1- DESCRIPTION OF DUTIES AND ALLOCATION OF HOURS
Teaching Assistants and Graduate Teaching Fellows

The Supervisor and the TA/GTF are referred to Article 15 - Hours of Work and Overtime for full details for completing this form. The parties will discuss this information, taking into account course enrolment, nature of assignments and expectations for grading, in determining reasonable workload. One subsequent meeting shall be held in accordance with Article 15.06 to review, and if necessary, revise this form. The Supervisor and the TA/GTF shall signify their acknowledgement of any changes to the form by signing the amended document.

The TA/GTF must initiate any subsequent changes to the assignment as an Employment Contract Amendment Request, (Appendix C1) as outlined in Article 15.07.

Academic term(s) _____ Start Date (if not beginning of term) _____

Dept of Employment: _____ Course Name & Number: _____

Member name: _____ E-Mail Address: _____

Employment Supervisor: _____ E-Mail Address: _____

Duties	Approx Hrs	Details Include nature of tasks and expectations of grading. If necessary, note the time and location where the projected workload is likely to exceed 10 hours
1. Preparation (e.g. reading, lab meetings)		
2. In class (e.g. tutorials, lectures, labs)		
3. Marking and Invigilation		
4. Student Consultation (e.g. office hours, e-mail)		
5. Supervision of Field Work		
6. Other (as discussed on this date)		
Total Hours/Term		

In accordance with Article 15, the maximum number of hours per academic term for a TA/GTF assignment shall be 12 hours per week.

APPENDIX B2 - DESCRIPTION OF DUTIES AND ALLOCATION OF HOURS

Research Assistant

The Supervisor and the Research Assistant are referred to Article 15 - Hours of Work and Overtime for full details for completing this form. Article 15.05 requires that the Supervisor and Research Assistant meet at the commencement of the academic term. At this meeting, the Supervisor and the Research Assistant will discuss the work to be done, giving details, including the nature, number and scheduling of specific assignments and the estimated hours of work each will involve. One subsequent meeting to review the distribution of hours of work will be held in accordance with Article 15.06.

If either the Supervisor or the Research Assistant has reason to believe that the duties of the position cannot be performed within the hours specified they must meet to review and revise this form. Any changes to the Research Assistant's duties must be discussed by the Supervisor and Research Assistant, and the Hours of Work Form amended to reflect these changes. Both must signify their acknowledgement of any changes to the Form by signing the amended document. Any subsequent changes to the Assignment will be completed as an Employment Contract Amendment Request, as outlined in Appendix C2.

Academic term(s) _____ Start Date (if not beginning of term) _____

Dept of Employment: _____ Course Name & Number: _____

Member name: _____ E-Mail Address: _____

Employment Supervisor: _____ E-Mail Address: _____

Duties	Approx. Hours Per Week	Details
Total Hours		

APPENDIX C1 - EMPLOYMENT CONTRACT AMENDMENT REQUEST
Teaching Assistant/Graduate Teaching Fellow

PART 1 - TO BE COMPLETED BY THE MEMBER

Name: _____ Number: _____

Telephone () _____ e-mail: _____

Course code and number: _____

Contract number: _____

Number of hours called for in the employment contract: _____

Number of estimated additional hours to perform the work described in the employment contract: _____

Grounds for submitting the employment contract amendment request:

Supervisor's name: _____

Organizational unit: _____

Student's Signature: _____ Date: _____

PART 2 - TO BE COMPLETED BY THE SUPERVISOR

Decision

- a. The employment contract will be amended to add _____ hours of work.
- b. The workload shall be reduced to correspond to the number of hours of work indicated in the employment contract.
- c. The number of hours of work indicated in the employment contract corresponds to the workload requested.

Comments

Supervisor's Signature: _____ Date: _____

Dean/Dept. Head Signature: _____ Date: _____

APPENDIX C2 - EMPLOYMENT CONTRACT AMENDMENT REQUEST
Research Assistant

PART 1 - TO BE COMPLETED BY THE MEMBER

Name: _____ Number: _____

Telephone: () _____ e-mail: _____

Number of hours called for in the employment contract: _____

Number of estimated additional hours to perform the work described in the employment contract:

Grounds for submitting the employment contract amendment request:

Supervisor's name: _____

Organizational unit: _____

Student's Signature: _____ Date: _____

PART 2 - TO BE COMPLETED BY THE SUPERVISOR

Decision

- a. The employment contract will be amended to add _____ hours of work.
- b. The workload shall be reduced to correspond to the number of hours of work indicated in the employment contract.
- c. The number of hours of work indicated in the employment contract corresponds to the workload requested.

Comments

Supervisor's Signature: _____ Date: _____

Grant Holder Signature: _____ Date: _____

Dean/Dept. Head Signature: _____ Date: _____

ARTICLE 16 – JOB CLASSIFICATION

16.01 The positions of all employees shall be classified under the classification names specified in Schedule A.

16.02 If any new classification is established during the term of this Collective Agreement, the Employer shall notify the Union by providing a copy of the new classification to the Union. The Employer shall also advise the Union in writing as to the proposed rate of pay for the new or revised classification. The Employer and the Union shall review the rate of pay for the new or revised classification. If the Employer and the Union are unable to agree upon the rate of pay for the new classification the matter shall be referred to arbitration in accordance with Article 22 of the Collective Agreement.

ARTICLE 17 – EVALUATION

- 17.01 The Parties agree that the purposes of evaluations are to assist Employees in improving the quality of their work; assess the performance of Employees; and to document the work performed by the Employee.
- 17.02 Following the completion of an employee's performance evaluation by her/his supervisor the performance evaluation shall be discussed between the employee and her/his supervisor. The results of any evaluation conducted by the Employer shall be shared with the Employee, and if the Employee so desires, he or she may share the results with his or her Union Representative.
- 17.03 An Employee shall be entitled to append his or her comments to any evaluation.
- 17.04 No discipline shall be imposed as a result of feedback received from student evaluations.
- 17.05 Where the performance evaluation involves evaluation of teaching or supervision of students, the employee shall be given a minimum of one (1) week's notice of the performance evaluation.

ARTICLE 18 – TRAINING

18.01 Each department will provide training for all employees appropriate to the duties required. Attendance at required training sessions shall be deemed time worked.

MEMORANDUM OF AGREEMENT Employment Equity

The University of Saskatchewan is committed to achieving and maintaining a fair and representative work force through the design and implementation of an Employment Equity Plan which meets the requirements of the Federal Government's Contractors' Program and is consistent with provisions of the *Saskatchewan Human Rights Act*.

Employment equity is a process designed to improve the representation of systemically disadvantaged groups, especially aboriginal peoples, persons with disabilities, visible minorities and women at the University of Saskatchewan. The University and the Union recognize the importance of providing opportunities in this bargaining unit for these target groups.