

## **PSAC PDF Proposals to University of Saskatchewan Package #3**

### **ARTICLE 27 - UNIVERSITY HOLIDAYS**

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

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

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

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

27.04 The University will provide three (3) additional days off during the fiscal year. These days will normally be taken between December 25th and January 1st when the University is closed. Alternate days will be provided if the member is required to work during the Christmas and New Year's season.

### **ARTICLE 28 – VACATION LEAVE**

28.01 Each Employee shall receive, during each year of employment, four (4) calendar weeks of paid annual vacation. This is equivalent to twenty (20) regular working days.

28.02 An Employee with an appointment period of less than one (1) year shall earn and receive vacation time at the rate of one and two-third (1 2/3) days per calendar month or major portion thereof.

28.03 Any unused vacation leave shall be carried over to the subsequent year.

- 28.04 An Employee shall receive regular pay in lieu of any vacation leave remaining at the end of an appointment if, for any reason, it was not possible to take the vacation leave within the period of the appointment. Alternatively, if a consecutive appointment is being made, unused vacation leave shall be carried over to the following year.
- 28.05 Where practicable, vacation leave must be approved at least two (2) weeks ahead of the commencement date. A supervisor will not unreasonably deny vacation requests.
- 28.06 If an Employee becomes seriously ill, seriously injured, hospitalized, or bereaved during a period of vacation leave, the period of vacation leave shall be replaced by sick leave or bereavement leave, as appropriate, provided the employee provides documentation of the illness, injury or death.

#### **ARTICLE 28 – SICK LEAVE**

- 28.01 Employees shall, upon commencement of employment, be credited with fifteen (15) days paid sick leave. In the second (2<sup>nd</sup>) and subsequent consecutive year(s) of employment, sick leave shall be earned and credited at the rate of one and one-quarter (1 1/4) days per month of employment to a maximum accumulation of seventy-five (75) working days.
- 28.02 An employee who is appointed for a term of less than one (1) year shall receive a pro-rata Sick Leave credit upon commencement based on the one and one-quarter (1 1/4) days per month of appointment.
- 28.03 If an employee should have a negative balance of Sick Leave credits upon termination, the employee shall be required, by payroll deduction or otherwise, to pay back the amount of overpayment of earnings.

#### **ARTICLE 29 – OTHER LEAVES OF ABSENCE**

##### **29.01 Bereavement Leave**

- Employees who experience the death of a family member as defined below shall be entitled to five (5) working days of bereavement leave with pay for the purposes of grieving and administering bereavement responsibilities. An employee shall be granted up to an additional three (3) days for the purposes of travel related to the death.
- 29.02 Family, for the purposes of bereavement leave, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother (including step-brother), sister (including step-sister), spouse (including common-law partner

spouse employee with the Employee), child (including child of common-law partner), stepchild or ward of the Employee, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, the grandparents, any person over whom the Employee has legal responsibility, and any person permanently residing in the Employee's household or with whom the Employee permanently resides.

29.03 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with or without pay for a period greater than and/or in a manner different than that provided above, and such request shall not be unreasonably denied.

#### **29.04 Personal and Family-Related Leave**

In order to meet the needs of a member to attend to emergent, personal or family situations, a maximum of three (3) days of paid leave is available per year. This leave is intended for situations that need to be attended to but may not normally be scheduled in advance. It is not considered an automatic annual entitlement nor is it cumulative. In emergent situations, the member will inform his/her supervisor as soon as possible regarding the need to take such a leave. In non-emergent situations, the member and the supervisor will consult in advance to determine how the request might be accommodated.

#### **29.05 Religious Observance Leave**

Where there is a conflict between an Employee's scheduled work and the Employee's observance of spiritual, cultural, or holy days consistent with his/her religious beliefs, the Employee, in consultation with his/her Faculty Supervisor, shall be allowed to reschedule his/her work.

#### **29.06 Compassionate Care Leave**

- (a) An Employee is entitled to a leave of absence without pay of up to eight (8) weeks to provide care or support to:
  - i. The Employee's spouse.
  - ii. A parent, step-parent or foster parent of the Employee.
  - iii. A child, step-child or foster child of the Employee or the Employee's spouse.
  - iv. Any individual prescribed as a family member in accordance with the Regulations of the *Employment Insurance Act*.

provided a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks or such shorter period as may be prescribed;

- (b) The Employee may begin a leave under this section no earlier than the first day of the week in which the period referred to in Article 29.05(a) begins.
- (c) The Employee may not remain on a leave under this section after the earlier of the following dates:
  - i. The last day of the week in which the individual described in 29.05(a) dies.
  - ii. The last day of the week in which the period referred to in 29.05(a) ends.
- (d) An Employee may take a leave under this section only in periods of entire weeks.
- (e) An Employee who wishes to take leave under this section shall advise their Supervisor in writing that they will be doing so.
- (f) If the Employee must begin the leave before advising the Supervisor, the Employee shall advise the Supervisor of the leave in writing as soon as possible after beginning it.
- (g) If requested by the Supervisor, the Employee shall provide a copy of the certificate referred to in Article 29.05(a) as soon as possible.
- (h) If an Employee takes a leave under this section and the individual referred to in Article 29.05(a) does not die within the period referred to in Article 29.05(a), the Employee may, in accordance with this section, take another leave.

**29.07 Jury Leave**

Employees summoned for jury service shall be entitled to a leave of absence without loss of pay or benefits, sufficient for the purpose of the discharge of the Employee's jury duties.

**29.08 Union Leave**

- a) The employer shall grant leave with pay to a reasonable number of employees to engage in collective bargaining, which includes preparatory meetings.
- b) The Employer shall grant leave without pay to Employees for participation in an arbitration, Union training or Union conferences or conventions.

- c) Employees participating during normal work hours in a grievance meeting, Occupational Health and Safety meeting, a Joint Committee meeting with the Employer, or any other meeting called by the Employer, shall not be considered to be on leave.
- d) Effective September 1, 2017, the Employer will provide annually to the Union an amount equivalent to half of the pay of one Postdoctoral Fellow at the base rate to compensate members of the union for conducting executive business.

#### **29.09 Education Leave**

Employees shall be entitled to paid leave to attend academic conferences and other educational events which are relevant to their position and/or academic career. This leave must be approved by an employee's Supervisor and such approval shall not be unreasonably denied.

#### **29.10 Maternity, Adoption and Parental Leaves**

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

#### **29.11 Maternity Leave**

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

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

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

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

#### **29.12 Adoption Leave**

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

The member is required to apply for this leave at least four (4) weeks prior to the expected date the member begins to care for the child ("care date"). If the member

cannot give four (4) weeks notice, the University will accept as much notice as is given to the adoptive parents by Saskatchewan Social Services.

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

**29.13 Parental Leave for Parents who took leave under 29.11 or 29.12**

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

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

**29.14 Parental Leave for Parents other than those described in 29.11 and 29.12**

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

The member is required to apply for this leave at least four (4) weeks prior to the commencement of the leave or as soon as possible in extenuating circumstances. The leave may commence at any time during the twelve (12) week period prior to the estimated date of the infant's birth or the day the child comes into the member's care and must be completed within fifty-two (52) weeks from the estimated date of the infant's birth or the day the child comes into the member's care. This leave shall be of uninterrupted duration.

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

**29.15 Supplemental Benefits Plan**

After twelve (12) months of continuous service at the university, a member who qualifies for a leave as defined under Article 29.11, 29.12, 29.13 or 19.14 and is in receipt of Employment Insurance (EI) benefits is eligible to receive supplemental benefits. The Employer will provide a supplemental benefit of 95% (inclusive of EI) of weekly earnings (based on his/her pre-leave earnings) for a period of up to twenty-one (21) weeks (including the 1 week waiting period). In no case will the total amount of supplemental benefits, employment gross benefits, and any other employment earnings received by the member exceed 95% of the member's regular weekly earnings (based on his/her pre-leave earnings).

**29.16 Benefit Coverage**

During maternity, parental or adoption leave, the member and the University shall pay his/her respective shares of the cost of continuing benefit coverage.

### **29.17 Contract Coverage**

A Postdoctoral Fellow's contract will be extended by any period of time that s/he is on maternity, parental or adoption leave as per 29.11, 29.12, 29.13 or 29.14.

### **29.18 Breastfeeding**

In the event that a female employee wished to breastfeed her infant at work, and provided the worksite is in an appropriate location as determined by the employee and the manager, the employee shall be allowed time off with pay for up to one (1) hour per day for this purpose, provided she has received approval from the appropriate manager. This arrangement may be provided for a maximum of six (6) months in duration.

### **29.19 Maternity-related Reassignment**

The Employer shall modify the job functions of an employee who is pregnant or nursing during the period from the beginning of pregnancy to the end of the fifty-second (52<sup>nd</sup>) week following the birth if any of her current functions may pose a risk to her health or the health of the foetus or child.

### **29.20 Other Leave**

In addition to the leaves outlined in this Article, the Employer may grant leaves of absence with or without pay to Employees for legitimate personal reasons. Requests for such leaves shall not be unreasonably denied.

## **ARTICLE 30 - WAGES AND PAY ADMINISTRATION**

- 30.01 Rates of pay are expressed as annual rates of pay and are as established in Schedule A.
- 30.02 Employees shall be informed of the days of the month in which they shall be paid. Employees shall be paid in the pay period in which they commence their duties unless the date of pay is within one week from the commencement of duties.
- 30.03 Payments shall be made in semi-monthly installments during the period of the appointment and shall be by direct deposit in the account of the employee at the institution of his or her choice. Each payment shall be accompanied by an electronic pay statement that includes an itemized list of all deductions made from the employee's pay.
- 30.04 No deductions, except those required by law, shall be made from an employee's pay without his/her written authorization. In the event an error is made by the University that results in an overpayment to an employee, the University and the employee shall meet to agree upon a reasonable repayment schedule.

### **ARTICLE 31 – PROFESSIONAL DEVELOPMENT**

31.01 All postdoctoral fellows shall be given the opportunity to attend at least one academic conference per year, as chosen by the employee. Travel, registration and related expenses, in accordance with the employer's travel policy shall be paid by the employer.

31.02 In addition to any funding provided under 31.01, the Employer will make available a fund of \$50,000 per year to enable the academic participation of and to support the professional development of postdoctoral fellows. Unused portions of the fund will be returned to the fund for reallocation.

The parties will form a joint committee to administer the fund in accordance with the established guidelines, to be determined by the parties.

31.03 Time spent in engaging in professional development activities shall be considered time worked.

### **ARTICLE 32 – EMPLOYEE BENEFITS**

The Union proposes that all PDFs have access to extended health, dental plans, as well as basic life and AD&D insurance, the EFAP, health and personal spending accounts, a salary continuance plan and pension plan. The Union reserves the right to propose the introduction of new such plans, and/or entry of its members to existing plans at the University.

### **ARTICLE 33 – SOCIAL JUSTICE FUND**

33.01 The Employer shall contribute one cent (\$0.01) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

### **ARTICLE 34 – TUITION WAIVERS**

34.01 Members shall be entitled to have tuition fees waived for courses taken for credit at the University of Saskatchewan. Registration is completed through the normal class registration procedure.

34.02 Provided that space is available in the course, the tuition for auditing courses will be waived by the University.



## **SCHEDULE A – WAGES**

The stated minimum applicable annual salary for each Postdoctoral Fellow shall be as follows:

Effective November 1, 2016 – Minimum floor: \$40,000

Effective November 1, 2017 – Minimum floor: \$43,000

Effective November 1, 2018 – Minimum floor: 50% of the floor of the assistant professor level in the USFA agreement

Each Postdoctoral Fellow is shall receive a wage increase of at least the following amounts on the following dates:

Effective November 1, 2016: 5%

Effective November 1, 2017: 5%

Effective November 1, 2018: 3%

### **Discussion Item**

- Use of fitness facilities
- Bus passes
- Access to the campus health facility
- Child care
- Relocation and work permit costs
- Status as employees: rates for software licensing, job applications, room bookings, etc.