



File: 2122-U0063-3

January 21, 2019

**TO: ALL PSAC LOCAL 4004 MEMBERS: Postdoctoral Fellows at the University of Saskatchewan**

**RE: Arbitration Award – Contents of your First Collective Agreement**

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The Bargaining Committees of the Union and the Employer negotiated many elements of your collective agreement, but based on the what the employer offered on economic issues, we were unable to negotiate a final deal. We submitted the final issues to an arbitrator, who issued a legally binding award. As such, we have reached a first Collective Agreement.

The following summarizes much of what is in the collective agreement, but the full language is also attached for anyone who wishes to read it.

#### **WAGES, ECONOMIC ISSUES**

- All active members to receive wage increases of:
  - 1.5% on November 1, 2018, and
  - 1.5% on November 1, 2019
  - Any members who have wage increases built in their contracts will receive the greater of the 1.5% increases and the increase stipulated within their existing contract
- Salary floor to be \$36,000 as of November 1, 2016. Any member paid less than this amount on an annual basis to be brought up to this amount, effective retroactively to that date
  - A member who receives a wage increase on November 1, 2018 due to the minimum salary increasing on that date will not receive the 1.5% increase
- Lump sum of \$500 paid to all members on the date of the arbitration award (Jan 16, 2019)
- Language to ensure that members are paid in a timely manner after the beginning of their appointment

#### **BENEFITS**

- Coverage for a full health and dental plan with the following elements:
  - 100% employer paid premiums for health and dental insurance (no employee contributions required); 70% coinsurance rate (i.e. 70% of a given claim will be reimbursed, with 30% payable by the employee); employee, spouse and eligible children are covered
  - Coverage of drugs according to the formulary list, medical supplies and hospitalization
  - Paramedical coverage up to \$350 per practitioner for the following list: physiotherapist, registered massage therapist, chiropractor, osteopath,

acupuncturist, naturopath, speech therapist, psychologist/social worker and chiropract/podiatrist

- Vision care: \$300 for glasses/lenses and \$100 for eye exams every 2 years
- Dental coverage: 70% payable for routine services and 50% of major services covered
- Life insurance – only employee covered: 100% Employee paid at 2 times annual salary – premiums paid by employee

## **DURATION**

- The agreement will expire on October 31, 2020

## **LEAVES AND HOURS OF WORK**

- Vacation Pay to increase by one week to 4 weeks per year and guarantee of time off without loss of pay between Christmas and New Year's
- New language specifying a standard 37.5 hours of work per work
- New process to provide overtime compensation (in leave or pay) where such hours are exceeded. These hours must be approved in advance by your supervisor, and a member must exceed 162 hours over a 4-week period to qualify. Where a member works more than 173 hours in a 4-week period, the compensation increases to 1.5 hours for each additional hour worked
- New top-up provided for a member on maternity or parental leave: members in receipt of Employment Insurance (EI) benefits can be topped up to 95% of their salary for the first 15 weeks of maternity or parental leave
- Up to 10 days' paid sick leave or family responsibility leave per year
- Additional paid leaves for bereavement and court duty
- Professional development activities to be considered time worked

## **OTHER HIGHLIGHTS**

- Guarantee of treatment as any other U of Sask employee for the proposes of: Employment Insurance (EI) and Canada Pension Plan (CPP) deductions, software purchase, job applications, access to the wellness centre, Employee and Family Assistance Program, and access to child care facilities
- Provisions to protect your academic freedom in undertaking work
- Language to ensure that members' rights surrounding intellectual property are as strong as those for the Faculty Association
- Improved protection from discrimination and harassment
- Language to ensure that any current practices which exceed what was negotiated will be kept in place for the duration of the member's appointment, or any subsequent extension
- Protection from arbitrary or unfair discipline

- Protection from unduly short appointments
- Clear language ensuring that the employer will provide office space, and all other materials required to do your job
- Language to promote employment equity in the bargaining unit

All changes will take effect on January 16, 2019 (the date of the arbitration award), unless another date is specified.

Your bargaining team consisted of:

Joanne Ernest  
 Sampath Perumal  
 Andrew Crawford  
 Seth Sazant, PSAC Negotiator

We believe that we made significant progress in obtaining fair and strong working conditions for all postdocs at the University of Saskatchewan. Since this was the result of an arbitrator's decision, it is binding and we will not be conducting a vote. However, we will be running information sessions to explain the Collective Agreement and to answer any questions that you may have. These meetings will be held:

**Location: GSA commons**  
**One meeting at 12:00 and another at 4:00 PM**  
**Tuesday, February 5, 2019**

All members are encouraged to come at one of those times.

In Solidarity,



Marianne Hladun  
 Regional Executive Vice-President – Prairies

- cc. National Board of Directors  
 Directors' Team  
 Saman Naghieh, Local President  
 Liam McCarthy, A/Director, NPB  
 Linda Cassidy, A/Coordinator, Negotiations Section  
 Amarkai Laryea, Coordinator, Representation Section  
 Riccardo Filippone, Director, Communications Section  
 Essential Services & Exclusions  
 David-Alexandre Leblanc, Senior Research Officer, Negotiations Section  
 Seth Sazant, Negotiator, Negotiations Section  
 Silja Freitag, Research Officer, Negotiations Section

Negotiations Section

Tiffani Tyner, A/Legal Officer

Lisa Garner, Regional Coordinator

Isaac Armstrong, Regional Representative

Micheline Labelle, Supervisor, Membership Administration

Dale Robinson, Strike Mobilization Project Officer

Liane Stymiest, Administrative Assistant

## Full List of Language

Note: Some language is still to be confirmed with the employer.

### Article 1 - Purpose

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

### Article 2 - Scope and Recognition

2.01 The Employer recognizes the Union as the exclusive bargaining agent of the employees in the bargaining unit. The bargaining unit is, as described in the Certification Order issued by the Saskatchewan Labour Relations Board dated November 1, 2016.

### Article 3 - Definitions

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

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

**BARGAINING UNIT** is the bargaining unit defined in the Certification Order issued by the Saskatchewan Labour Relations Board on November 1, 2016.

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

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

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

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

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

**EMPLOYEE** means all **post-doctoral fellows** included within the scope of the Certification Order of the Saskatchewan Labour Relations Board dated November 1, 2016.

**EMPLOYER** means the University of Saskatchewan in the same sense used in the Certification Order of the Saskatchewan Labour Relations Board dated November 1, 2016.

**FACULTY:** Any professional position at or through the University of Saskatchewan, excluding Postdoctoral Fellows, that confers the right to hold a research grant and/or supervise a Postdoctoral Fellow.

**GENDER REFERENCES:**

Where the masculine or feminine gender is used in this Collective Agreement, it shall be considered to be non-gender specific unless any provision of this Collective Agreement specifies otherwise.

**PLURAL REFERENCES:**

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

**POST-DOCTORAL FELLOW:** includes all employees of the bargaining unit.

**SUPERVISOR** The faculty member to whom the Postdoctoral Fellow reports directly in the performance of his or her employment related duties, and with whom the PDF carries out research projects.

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

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

**Article 4 - Union Membership**

4.01 Every employee shall become a member of the Union. All new Employees shall become a member of the Union on date of hire.

4.02 The Employer shall advise employees in their Letter of Offer that they are included in the Bargaining Unit represented by the Union, and that their employment is on the terms and conditions set out in the Collective Agreement. The Letter shall also include the website address where the Collective Agreement may be accessed.

**Dues check off**

4.03 The Employer agrees to deduct on a monthly basis the dues and/or assessments of the Union from the salary of each Employee.

4.04 The Union shall advise the Employer in writing of the amount or rate of its monthly dues and/or assessments. The Employer shall remit the amount deducted to the Union by the 15th day of the month following the month in which deductions were made. A

payroll remittance list will include employee ID number, employee name, and amount of dues deducted.

- 4.05 Where an Employee does not have sufficient earnings in respect of any month to cover deductions to be made under this Article, the Employer shall not be obligated to make such deduction from the Employee's salary.
- 4.06 The Employer shall provide a statement of the Union dues deducted for each calendar year on the Employee's T-4 statement.
- 4.07 The Union must provide at least sixty (60) Calendar Days' notice of any change in the monthly membership dues.

#### **Article 5 - Management Rights**

- 5.01 The parties recognize the right of the Employer to plan, coordinate and direct its resources, assign duties and manage the affairs of the university, except as limited by the provisions of this Agreement.

#### **Article 6 - Correspondence and Information**

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

#### **Article 7 - Union Representatives and Activities**

- 7.01 The Employer acknowledges the right of the Union to appoint or otherwise select Employees as representatives.
- 7.02 The Union shall determine the jurisdiction of each representative.
- 7.03 The Union shall notify the Employer of the name and jurisdiction of its representatives as well as any updates or changes to that list as they occur.

- 7.04 The Employer shall provide the Union, in writing, with the names and position titles of those responsible for liaison with the Union.
- 7.05 Whenever possible, a representative shall investigate Employee complaints or process a grievance or undertake any other Union business, outside of her/his Scheduled Work times. If this is not possible, the representative will obtain permission of her/his Employment Supervisor prior to leaving work, and such requests shall not be unreasonably denied.
- 7.06 Duly authorized representatives of the Union shall be permitted to transact official business of the Union with members of the Union or with official representatives of the Employer on University property, provided such business shall not interfere with the normal operations of the University.
- 7.07 A Union representative shall be entitled to up to fifteen (15) minutes to provide an overview of the role of the Union at any College of Graduate and Postdoctoral Studies-arranged orientation for post-doctoral fellows. The Employer will notify the Union at least fifteen (15) Calendar Days in advance of such orientation. Such orientations shall be convened at least once per year.

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

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

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

- 9.01 The Union agrees that there shall be no strike during the term of this Agreement.
- 9.02 The Employer agrees that there will be no lockout during the term of this Agreement.
- 9.03 Employees may refuse to cross a picket line arising out of a labour dispute. Employees shall not be subject to disciplinary action but will have pay deducted for the period of employment for which they refused to cross the picket line or failed to perform their

assigned duties unless alternate arrangements are approved in advance by Employer. Employees will not be required to perform duties beyond their normal responsibilities as a result of a labour dispute.

## **Article 10 - No Discrimination and No Harassment**

### **Discrimination**

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

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

The parties further agree that there shall be no discrimination, with respect to any employee by reason of gender expression.

### **Harassment**

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

10.03 "Harassment" shall be defined as per *The Saskatchewan Employment Act*:

10.04 The university's discrimination and harassment prevention policy covers all members of the campus community. An employee who believes he or she has been harassed shall have access to the policy and the grievance procedure.

The employee making a complaint may choose to register it under the Employer's policy as well as via the grievance procedure. However, the policy process will proceed first where there will be an objective assessment and/or a formal investigation including the nature and context of the incident(s).

In the event the policy process does not address the complaint to the employee's satisfaction, the complaint is grievable at Step 1. Both parties agree that all proceedings and the results thereof will be dealt with in the strictest confidence.

- 10.05 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under this Article or for participating in proceedings under this Article. Any such alleged reprisal or retaliation or threat thereof shall be grounds for filing a grievance under this Article.
- 10.06 The parties agree that complaints of discrimination or harassment made in bad faith are prohibited. These complaints occur when a person purposefully misrepresents the facts or makes accusations maliciously, without regard for the truth. Intentionally false accusations do not include reports made in good faith, even if the facts alleged in the report cannot be substantiated by an investigation.

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

- 11.01 There shall be a Union-Management Committee consisting of representatives from the Union and representatives from the Employer, to review matters of mutual interest arising from the application of this Collective Agreement and to foster communications and co-operation between the Parties, but the Committee shall not have the power to deal with any matters which are properly the subject of a grievance or collective bargaining.
- 11.02 Meetings shall occur a minimum of three (3) times per year. In the event either party wishes to call a committee meeting, the meeting shall be held at a time and place fixed by mutual agreement. All items proposed by either party and consistent with the purposes of the Union-Management Committee shall be included in the agenda.
- 11.03 The Committee shall have Co-Chairpersons appointed by the respective Parties. Each Co-Chairperson will alternately be responsible for convening and chairing meetings of the Committee.

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

- 12.01 Employees shall seek prior approval for all employment related expenses before they are incurred. The Employer recognizes that unanticipated expenses may arise in the course of employment. Any claims submitted for such unanticipated expenses must be considered in a timely manner for approval and paid in a timely manner by the Supervisor. Such expenses shall not be unreasonably denied.

#### **Reimbursement for Employment Expenses**

- 12.02 Provided prior approval has been given by the employee's supervisor, the Employer shall reimburse the employee for all reasonable travel or other expenses incurred for

employment-related activities in accordance with university policies and employment expense guidelines, including departmental level expense guidelines.

- 12.03 All University policies, including travel and expense related policies, are available on the Office of the University Secretary website. Employees shall be informed of these policies and any relevant departmental/college policies within the first month of their employment.

### **University Facilities**

- 12.04 The Employer shall provide all employees with appropriate space necessary to conduct assigned duties. Employees will be provided with a phone number and an address to which mail may be delivered.
- 12.05 The Employer agrees to provide employees with access to and use of available libraries, books, duplicating services, office supplies, audio-visual equipment, laboratory supplies, personal protective equipment, professional certifications, registration fees, and other reasonable and necessary equipment and/or facilities when these are required in the performance of the employees' contractual duties and responsibilities. Access and use of resources to complete employment duties and responsibilities will not result in personal costs incurred by employees.

### **Article 13 - Postings and Appointments**

- 13.01 The parties acknowledge that postdoctoral candidates come to the attention of and are selected by Employment Supervisors through a number of different methods, including direct communication with a candidate(s) and/or with colleagues.
- 13.02 Except where a postdoctoral candidate is hired under Article 13.01, the Employer agrees that Postdoctoral Fellowship positions shall be posted for a period of not less than seven (7) days. Such positions will be posted on the University Careers website. No offer of employment shall be made until the posting period of seven (7) days has elapsed.
- 13.03 A posting under Article 13.02 will identify the following: job title, description of the area or topic of research, remuneration, supervision and academic unit, date of posting and application deadline, start date and duration of the appointment, required qualifications, the application procedure, required documentation (e.g., CV, references, publications, etc.) and any employment diversity or equity statement.
- 13.04 Appointments are normally for periods of twelve (12) months or greater. The parties acknowledge that there may be specific circumstances when short-term appointments of less than 12 months may be appropriate. However, the Employer shall not use a series of short-term appointments for the purpose of circumventing the hiring of a single Employee for a period of twelve (12) months or more.

13.05 All successful candidates shall receive a letter of offer, signed by the Employer and Supervisor, which shall include, at a minimum, the following information: start date of contract, end date of contract, salary, name of Faculty Supervisor, campus location, and general outline of duties. The Letter shall also include a link to the Collective Agreement. The Union shall be provided with a list of all appointments on a monthly basis, which shall include each employee's start and ends dates of contract, salary, and name of Faculty Supervisor.

#### **Article 14 - Hours of Work**

- 14.01 The Parties recognize that Postdoctoral Fellows are primarily involved in research and scholarly activity. As such, there must be flexibility with respect to the hours of work to allow for the specific needs of research, scholarship, and an employee's individual needs. The parties recognize that this arrangement is mutually beneficial for both Postdoctoral Fellows and the University.
- 14.02 The normal hours of work shall be 37.5 hours per week, recognizing that the needs of the Postdoctoral Fellow and the needs of the Supervisor's research program may require flexibility in the scheduling of the work.
- 14.03 Without advance written approval from the Supervisor, a Postdoctoral Fellow shall not work more than 162 hours in a period of four (4) consecutive weeks. If an employee works in excess of 162 hours and up to 173 hours, the employee shall be paid at straight time rates. If an employee works in excess of 173 hours in any 4 consecutive weeks, the employee will be entitled to either overtime pay or compensatory time off in lieu of overtime pay, at the employer's election. This shall be calculated at a rate of 1.5 hours for every additional hour worked provided that all such additional hours, and form of compensation, had advance written approval from the Supervisor.
- 14.04 Any compensatory time off in accordance with clause 14.03 shall be taken within 3 months of the date it is earned unless the Postdoctoral Fellow and the Supervisor agree to extend the time period. The time off shall be scheduled at a time mutually agreed to by both parties. If the employment ends before the time off is taken, the Postdoctoral Fellow shall be paid for all such hours worked.
- 14.05 If a Supervisor and a Postdoctoral Fellow agree that a Postdoctoral Fellow will attend a conference, seminar, course or workshop, the time spent attending such events, including time travelling to and from such events, shall be credited as a work day for each day of the event that the Postdoctoral Fellow attends, up to a maximum of 7.5 hours in a day.

#### **Article 15 - Probationary Employees**

- 15.01 An Employee shall be considered to be on probation for the three (3) months actually worked. An Employee shall serve probation only once with the same Supervisor(s).

- 15.02 The probationary period is intended to be a period of time for the Supervisor(s) to adequately evaluate the Employee's skills and qualifications and to provide the Employee with feedback regarding their performance and suitability for the appointment. If, during the probationary period, a Supervisor considers that an Employee's performance is unsatisfactory, the Supervisor shall provide such feedback in writing and give the Employee the opportunity to improve their performance.
- 15.03 The parties recognize that there may occasionally be circumstances in which the initial probationary period is not sufficient. In such circumstances, the Supervisor(s) may extend the probationary period by a further period, not to exceed six (6) weeks actually worked. Reasons for such extension, must be provided to the Employee and the Union in writing no later than two (2) weeks prior to the end of the initial probationary period.
- 15.04 In the event of a decision to dismiss a probationary Employee, the Employer will hold a meeting to advise the Employee. The Employee shall be given two (2) working days' notice of such meeting and shall be informed of their right to Union representation.
- 15.05 Reasons for the dismissal of a probationary Employee shall be in writing with a copy to the Union, and the Employee shall be provided with one (1) month's notice or pay in lieu of notice.

#### **Article 16 - Duties and Responsibilities**

- 16.01 Upon appointment, an Employee and her supervisor shall convene a meeting to discuss the duties and expectations of the appointment and the Employee's career objectives. Subsequent such meetings shall occur at least once per year, if requested by the Employee.
- 16.02 No Employee shall be required by the Employer to perform non-bargaining unit work, or be disciplined or subject to reprisals of any kind for refusing to do so.
- 16.03 With the consent of the Dean of the College of Graduate and Postdoctoral Studies, postdoctoral fellows may be allowed to serve as co-supervisors of graduate students. If requested, an employee's supervisor shall make reasonable efforts to accommodate such supervision.

#### **Article 17 - Termination of Employment**

##### **17.01 Resignation from the University**

Whenever possible, an employee must provide written notice at least one (1) month in advance of resignation.

### **17.02 End of Contract**

Employment ends automatically upon the expiration of the stated term date, without notice. Where the Employer intends to extend an employee's contract, the Employer shall make every reasonable effort to do so as far in advance as possible.

### **17.03 Employer Initiated Termination**

The University reserves the right to dismiss any member for just cause. Dismissal for just cause must be conducted in a manner consistent with Article 19 - Discipline.

An employee whose position ends prior to its stated expiration date due to frustration of contract shall be provided a minimum of six (6) weeks' notice or pay in lieu of notice of termination.

Should an Employee who received pay in lieu of notice gain a subsequent appointment during the notice period, arrangements to reimburse the appropriate amount of monies to the employer will be required before employment can re-commence.

## **Article 18 - Evaluation**

18.01 The Parties recognize the benefit of ongoing performance feedback and 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.

18.02 The Employer may conduct evaluations during the period of appointment.

18.03 An employee may request an evaluation be conducted by the Employer once per year during the period of appointment. Nearing the conclusion of a postdoctoral appointment an additional meeting and final evaluation shall be conducted if requested by the Employee.

18.04 The results of any evaluation shall be shared with the Employee and discussed between the employee and her/his supervisor.

18.05 An Employee shall be entitled to append his or her comments to any evaluation.

## **Article 19 - Training**

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

19.02 The College of Graduate and Postdoctoral Studies will inform Postdoctoral Fellows of professional development opportunities.

## **Article 20 - Discipline**

- 20.01 As a matter of practice and general principle, the Employer endorses the concept of progressive discipline.
- 20.02 The Employer shall not discipline or dismiss any employee except for just cause.
- 20.03 The disciplinary actions that may be taken by the Employer include, but are not limited to, letter(s) of warning or reprimand, suspension(s) with or without pay, and dismissal. Such disciplinary action shall be in accordance with the principles of progressive discipline, and be reasonable and commensurate with the seriousness of the violation.
- 20.04 Employees are entitled to union representation at any disciplinary meeting or any meeting that has a reasonable prospect for becoming disciplinary. Employees will be provided with reasonable notice of any such meeting and shall be advised that they are entitled to union representation at this meeting.
- 20.05 In exceptional circumstances, based on the severity of an infraction, it is understood that the Employer may impose immediate disciplinary action.
- 20.06 The employee shall be notified in writing of the nature of any disciplinary action(s) taken and the reasons for such action(s) within five (5) days of the discipline, and a copy of the letter shall be forwarded to the Union at that time.
- 20.07 Records of discipline will be removed from the employee's file after twelve (12) months of subsequent active employment during which no further disciplinary action is taken.

## **Article 21 - Official Employee File**

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

## **Article 22 - Grievance Procedure**

- 22.01 For the purpose of this Agreement, a grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable. The parties confirm their mutual desire that every grievance shall be resolved promptly with the object of arriving at a fair and proper settlement.

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

22.03 The following types of grievances are recognized:

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

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

22.05 A grievance proceeding is initiated by a statement in writing to the Associate Vice-President, People and Resources, which sets out the substance of the grievance and indicates the provisions of the Agreement that are alleged to have been improperly interpreted, wrongly applied, or violated.

22.06 **Stage 1**

Written grievances shall be heard by the Dean/ administrative unit head (or designate) within thirty (30) calendar days of receiving the grievance. The Dean/ administrative unit head (or designate) will render a written decision within fourteen (14) calendar days of the date of hearing.

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

22.07 **Stage 2**

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

The grievance shall be heard at Stage 2 within thirty (30) days. A written decision shall be rendered by the Associate Vice-President, People and Resources, or designate, within fourteen (14) days of the meeting.

- 22.08 No grievance shall be defeated or denied solely as a result of any technical objection occasioned by a clerical, typographical or similar technical error or by inadvertent omission of a step in the grievance procedure.
- 22.09 No employee shall be subject to reprisal for exercising his or her grievance rights under this Collective Agreement.
- 22.10 The grievor shall be permitted the required time off to attend grievance meetings with the Employer without loss of pay or benefits.
- 22.11 The time limits specified in the foregoing provisions may be amended by the parties upon agreement.

### **Article 23 - Arbitration**

- 23.01 If a satisfactory decision is not rendered within the time limits of Stage 2, either party may, within thirty (30) days of the Stage 2 grievance decision or forty four (44) days of the Stage 2 hearing if a decision has not been provided, refer the written grievance to Arbitration.
- 23.02 Within thirty (30) days of the receipt of the written notice of intent to submit the grievance to arbitration, the Parties shall appoint a sole arbitrator to hear the grievance. Where the Parties fail to agree upon a sole arbitrator within the preceding time frame, the Minister of Labour shall, on the request of either Party, appoint a sole arbitrator to hear the grievance.
- 23.03 The arbitrator shall hear the evidence of both parties and render a written decision within 30 days from the completion of taking evidence. The decision of the arbitrator on the matter at issue shall be final and binding on both parties, but the arbitrator shall not be empowered to add to, subtract from, alter or amend the Collective Agreement in any way.
- 23.04 Any arbitrator shall have the power to hear any arguments as to whether, in order to avoid consideration of substantive issues, time limits set forth in the grievance procedure have been unreasonably enforced. The arbitrator may decide to deal with the case placed before him/her, where the time deficiency is minor.
- 23.05 The arbitrator shall have the power to dispose of any grievance involving dismissal or disciplinary action by any arrangement which it deems just and equitable.

- 23.06 The fees and expenses of the arbitrator shall be shared equally between the parties.
- 23.07 The time limits imposed in this Article by the foregoing provisions may be amended by the parties upon agreement.
- 23.08 Arbitrations shall be held at a location outside the Employer's premises, unless the parties mutually agree to hold the hearings on the Employer's premises in which case the Employer shall provide appropriate space for the hearing and each of the parties.

#### **Article 24 - Academic Freedom**

- 24.01 The common good of society depends upon freedom in the search for knowledge and in its exposition. Academic freedom in scholarship and research at the University is essential to society. Accordingly, all employees, regardless of prescribed doctrine, are entitled to the exercise of their rights as citizens and to freedom in carrying out research and in publishing its results, freedom of discussion, freedom to criticize the University and the Union without suffering censorship or discipline. Academic freedom does not require neutrality on the part of the individual, but makes commitment possible. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research on an honest search for knowledge.

#### **Article 25 - Intellectual Property**

- 25.01 Intellectual Property ("IP") refers to inventions, discoveries, creations, writings and other products, however arising, which are the result of intellectual or artistic activity, and which are capable of protection pursuant to the laws of Canada.
- 25.02 The Employer has no claim in respect of rights in any IP developed without the use of University facilities, support personnel, or services, on the employee's own time or produced or owned by Employees prior to their Postdoctoral Fellow appointment.
- 25.03 By mutual agreement an Employee and the Employer may enter into an individual agreement concerning their respective rights in any invention referenced in Article 25.02.
- 25.04 In an academic research environment, collaboration and teamwork are common and contributions of all creators or inventors must be respected.
- 25.05 An Employee shall enter into an individual agreement with the Employer concerning their respective rights in any invention produced by an Employee as a consequence of activity that was part of the Employee's assigned duties. Such agreements will align with the agreements in place with members of USFA, as amended from time to time. At the Employee's request, the union may attend and observe any meeting called to discuss or agree upon ownership of IP.

25.06 Each Employee is required to give the University notice of any invention made by the Employee during the course of their employment at the University, together with a statement as to whether, in the Employee's opinion, University facilities, personnel, or services have been used in the development of the invention.

**Article 26 - Occupational Health and Safety**

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

26.02 All employees either working with or in close proximity to any hazardous product or dangerous material will be supplied with adequate and sufficient training, education, tools, and safety equipment so as not to be exposed to unacceptable risks of the hazardous product or dangerous material. The training, tools, and equipment to be used will be determined by a representative of the Safety Resources in consultation with the relevant Occupational Health and Safety Committee consistent with pertinent legislation and accepted protocols.

26.03 The Union will have one representative on the campus-wide Joint Occupational Health and Safety Committee representing both PSAC Local 40004 bargaining units.

**Article 27 - Technological Change**

27.01 The parties recognize that Employees' work may include developing, using and/or implementing new technologies. No Employee will be laid off because of the introduction of a new technology.

27.02 Where the introduction of a new technology is required as a component of an Employee's duties, training will be provided at no cost to the Employee. All hours spent in such training shall be considered time worked.

**Article 28 - University Holidays**

28.01 Employees shall not be required to work, and 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

- 28.02 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.
- 28.03 When an Employee is required by the employer to perform work on the holiday, the Employee shall receive time in lieu in the amount of one and one half (1.5) times for the actual hours worked on any of these days.
- 28.04 When the University is closed between December 25<sup>th</sup> and January 1<sup>st</sup>, employees will be given time off without loss of pay and without any requirement to use any additional leave. If, due to the requirements of the appointment, the employee must work during this period, she shall be given equivalent time off for all time worked at a future, mutually agreeable date.

**Article 29 - Vacation Leave**

- 29.01 Employees will earn vacation at the rate of twenty (20) working days per year.
- 29.02 An Employee with an appointment period of less than one (1) year shall earn vacation time on a pro-rated basis.
- 29.03 Normally, an employee, in consultation with the Supervisor, will schedule and take their full vacation entitlement in the period for which it was granted.
- The Supervisor, in consultation with the employee may require the Employee to take vacation time during the period in which it was granted.
- Any unused vacation time may be carried forward to a subsequent year with the express written consent of the Supervisor, otherwise unused vacation will be paid out at the end of the vacation year.
- 29.04 If a consecutive appointment is being made, unused vacation leave may be carried over to the following year with the express written consent of the supervisor of the new appointment.
- 29.05 Where practicable, vacation requests and approvals will be discussed between supervisor and employee at least two (2) weeks in advance of the commencement date. A supervisor will not unreasonably deny vacation requests, nor will a supervisor unduly delay responding to a vacation request.
- 29.06 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.

- 29.07 Should an employee have a negative balance of vacation leave upon termination, the employee shall be required, by payroll deduction or otherwise, to pay back the amount of overpayment of earnings.

**Article 30 - Sick Leave and Family Responsibility Leave**

- 30.01 Employees shall, upon commencement of employment, be credited annually with ten (10) days working days for the purpose of sick leave and/or family responsibility leave. Employees shall notify their Supervisor of their absence.

Any unused leave will be carried over to a maximum accumulation of thirty (30) working days.

- 30.02 An employee who is appointed for a term of less than one (1) year shall receive sick leave on a pro-rated basis.
- 30.03 Should an employee 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 31 - Other Leaves of Absence**

**31.01 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.

- 31.02 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.
- 31.03 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.

#### **31.04 Religious Observance Leave**

The Employer will make every reasonable effort to accommodate the interests of employees in the observation of their religious holidays, which are in addition to the holidays provided for in Article 28.01.

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

#### **31.05 Compassionate Care Leave**

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

#### **31.06 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.

Remuneration paid to the Employee by the court must be remitted to the University within thirty (30) days of receipt.

#### **31.07 Union Leave**

- a) The Employer shall recognize a negotiating team consisting of up to three (3) Employees. Employees who are members of the negotiating team shall not lose pay during any negotiating meetings with the Employer, or during a reasonable number of preparatory meetings, held during the Employee's regular working hours.
- b) Subject to operational requirements, the Employer shall grant Union leave without pay in order to serve the Union.
- 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 date of ratification, or the date of an arbitral award, the Employer will provide annually to the Union an amount equivalent to a quarter of the pay of one Postdoctoral Fellow at the base rate to compensate members of the union for conducting executive business.

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

An employee shall qualify for maternity/adoption/parental leave (leave of absence without pay) after 13 weeks continuous employment with the University of Saskatchewan.

### **31.09 Maternity Leave**

A member who declares in writing to Human Resources to be the biological mother of a newborn infant is entitled to eighteen (18) 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.

### **31.10 Adoption Leave**

A member who declares in writing to Human Resources to be the adoptive parent of an adopted child is entitled to eighteen (18) 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.

### **31.11 Parental Leave for Parents who took leave under 31.09 or 31.10**

A member who qualified for maternity or adoption leave is also entitled to thirty-four (34) 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.

### **31.12 Parental Leave for Parents other than those described in 31.09 and 31.10**

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.

Length and timing of the leave shall be consistent with the provisions in *The Saskatchewan Employment Act*.

### **31.13 Supplemental Benefits Plan**

After twelve (12) months of continuous service as a Postdoctoral Fellow at the university, a member who qualifies for a leave as defined under Article 31.09, 31.10, 31.11 or 31.12 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 fifteen (15) 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).

Eligible employees as per Article 31.13 in receipt of extended parental EI benefits, shall receive supplemental benefits in the dollar amount equivalent to what they would have received during a 12 month leave with standard EI benefits.

### **31.14 Benefit Coverage**

During receipt of supplemental benefits, the University shall pay its respective shares of the cost of continuing benefit coverage. During the unpaid portion of the leave, the member will be eligible to continue their benefits by paying the full cost of the benefits coverage, unless prohibited by the benefit plan.

### **31.15 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.

**31.16 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. At the request of the employer, employees must provide medical information substantiating the need for modification of job functions.

**31.17 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 32 - Wages and Pay Administration**

32.01 Rates of pay are expressed as annual rates of pay and are as established in Schedule A.

32.02 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.

32.03 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.

32.04 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 33 - Outside Professional Activities**

33.01 Employees receive appointments at the University based on their expertise and competence in their respective professional fields. Outside professional activities may enhance the professional and scholarly competence of the Employee as well as the reputation of the University.

33.02 Employees may engage in professional activity with the community outside the University, provided that such activity does not interfere with the Employee's duties or responsibilities to the Employer and does not violate the University's Conflict of Interest

Policy. The Employee shall not represent himself or herself as acting on behalf of the University. However, nothing shall prevent the Employee from stating the nature and place of his/her employment at the University.

#### **Article 34 - Professional Development**

34.01 Employees may request to attend academic conferences or other educational events. Such requests must be approved by an Employee's Supervisor in writing.

Subject to the written approval of the Supervisor, travel, registration and related expenses, in accordance with the employer's travel policy, shall be paid by the employer.

#### **Article 35 - Employee Benefits**

35.01 All members shall enroll in employee benefit plans for which they are eligible according to the terms of those plans. All members who hold an appointment of greater than or equal to 0.5 FTE and greater than or equal to a six (6) month term will be eligible for:

- 1) Family Extended Health Care Plan
- 2) Family Dental Plan
- 3) Group Life Insurance Plan
- 4) Business Travel Insurance

35.02 Premiums for all of the plans listed above shall be paid by the Employer with the exception of group life insurance, which shall be paid by employees.

35.03 Changes to the terms of the plans listed above shall only be made by mutual agreement of the parties.

#### **Article 36 - Tuition Waivers**

36.01 Provided that space is available in the course, the tuition for auditing one (1) six-credit-unit course or equivalent, per academic year, will be waived by the University. The waiver is accessed through Student Accounts & Treasury.

The above paragraph does not preclude an employee from taking additional for-credit courses or auditing additional courses. Payment of tuition for such courses will be at the discretion of the employee's Supervisor.

If a course is taken during normal working hours, approval must be obtained in advance from the supervisor.

### **Article 37 - Duration**

37.01 This Agreement shall be effective from November 1, 2016 and shall remain in force and effect up to October 31, 2020, and from year to year thereafter. Either party may, not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the termination date hereof, give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof. This agreement may be amended by mutual consent.

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

37.03 No employee(s) shall be required or permitted to make a written or verbal agreement with the Employer or the Employer's representatives which may conflict with the terms of this Collective Agreement.

### **SCHEDULE A - WAGES**

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

Effective November 1, 2016 – Minimum floor: \$36,000

Each active Postdoctoral Fellow is shall receive salary increases in the following amounts on the following dates:

Effective November 1, 2018: 1.5%

Effective November 1, 2019: 1.5%

Effective January 16, 2019, each active Postdoctoral Fellow shall receive a lump sum of \$500 to partially offset employee contributions to CPP and EI.

## **MEMORANDUM OF AGREEMENT Employment Equity**

The University of Saskatchewan and the Public Service Alliance of Canada have a joint interest in achieving equity in the workplace so that all employees are treated with dignity and respect and are provided the opportunity to achieve their full potential.

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 is consistent with provisions of The Saskatchewan Human Rights Code.

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 value diversity recognize the importance of providing opportunities in this bargaining unit for these target groups.

### **Letter of Agreement**

As of the date of ratification of this agreement, members of the bargaining unit will be considered as University of Saskatchewan employees for all purposes. This includes but is not limited to:

- Payment of premiums for the Canada Pension Plan and Employment Insurance
- Access to room bookings
- Software Purchases
- Career Centre and Job Applications
- Wellness Centre
- Employee and Family Assistance Program
- Child care facilities

This letter of agreement does not dictate what, if any, entitlements employees receive in respect to the above-listed items.

**MEMORANDUM OF AGREEMENT – IMPLEMENTATION**  
**between**  
**THE UNIVERSITY OF SASKATCHEWAN (the Employer)**  
**and**  
**PUBLIC SERVICE ALLIANCE OF CANADA (the Union)**

At the time of ratification, any provisions which are more favourable to an employee than those contained in this Agreement shall remain in effect for the duration of the employee's existing appointment and in accordance with the terms and conditions of such appointment. Any extension(s) to the employee's appointment shall also be covered by this clause.

It is acknowledged that some employees may have salary increases included within the terms of their existing appointments. In those situations, the employee shall receive either the salary increase identified within this agreement or the increase provided within their existing appointment, whichever is greater.

If an employee receives a wage increase on November 1, 2018, due to the minimum salary increasing to \$36,000, the employee shall not receive the 1.5% wage increase otherwise payable on November 1, 2018.

The terms of this agreement will be implemented within 60 days of ratification, unless otherwise stated.