



Public Service Alliance of Canada

PSAC PROPOSALS FOR RESEARCH
ASSOCIATES WORKING AT THE UNIVERSITY
OF SASKATCHEWAN

February 24, 2021

INTRODUCTION

Without prejudice to any future proposed amendments and/or additions and subject to any error and/or omissions, you will find herewith attached proposals tabled by the *Public Service Alliance of Canada (the Alliance)* pursuant to the Settlement Agreement dated March 2, 2020. The proposals are to negotiate the collective agreement in the form of an MOA for the Research Associates, who will subsequently be merged into a bargaining unit with the Post-Doctoral Fellows (PDFs).

Rationale for all proposals will be provided at the table. The Union reserves the right to present new proposals as well as counter proposals with respect to specific Employer proposals. Wherever it is stated that the Union wishes to discuss a particular item, the Union reserves to make proposals on that issue following such discussion.

Where an issue is not directly addressed here, the Union proposes that articles of the PDF agreement apply to the Research Associate group.

The Union expresses its expectation that the employer will recognize and respect the statutory freeze during the bargaining period.

Finally, the Union asks the employer to disclose the details of changes to policies, administration or benefits that the employer can reasonably anticipate will be decided or proposed by the employer away from this bargaining table during the life of the agreement. And the Union asks the employer to volunteer information that will allow the parties to discuss how changes could affect the value of the proposals brought to the table during the current round of bargaining. The Union reserves the right to submit additional proposals after receiving this information.

Article 12 – Working Conditions and Access to Facilities

New:

- 12.06** Each Research Associate shall be provided with a laptop computer, appropriate to the duties required, as well as all software required to perform his/her duties.

Article 13 – Postings and Appointments

The Union wishes to discuss mechanisms on strengthening job security for its Research Associate members.

Article 14 – Hours of Work

The Union wishes to discuss a standard work week and how to either transition employees to such a standard work week or amend their compensation.

Article 15 – Duties and Responsibilities

- 15.03** ~~With the consent of the Dean of the College of Graduate and Post-doctoral Studies, post-doctoral fellows~~ **Employees are** 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.

New

- 15.04** Research Associates shall have at least one working day out of every two weeks to pursue her own research agenda and/or other professional development activities.

Article 17 – Evaluation

Note – 17.02 and 17.03 shall apply to Post-doctoral fellows only:

- 17.02** The Employer may conduct evaluations during the period of appointment.
- 17.03** An employee may request an evaluation be conducted by the Employer once per year during the period of appointment. Nearing the conclusion of a post doctoral appointment an additional meeting and final evaluation shall be conducted if requested by the Employee.
- 17.04** On an annual basis, every Research Associate and his/her supervisor shall fill out the Goals and Development form which is listed under Schedule B. Further, based on the Goals and Development form, the employer shall conduct an annual evaluation of each Research Associate.

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.

18.02 **Training is separate from professional development – training is to acquire and hone the skills required to do the job and professional development is for one’s own career development and advancement.**

Current 18.02: move this clause to Article 34 – professional development

The College of Graduate and Post doctoral Studies will inform Post doctoral Fellows of professional development opportunities.

Article 19 – Termination of Employment

19.03 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 20 - 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. **Such notice or pay in lieu shall be increased to a minimum of eight (8) weeks where an employee has been employed for ten (10) or more years.**

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 29 – Vacation Leave

29.01 a) **Post-doctoral Fellows** employees will earn vacation at the rate of twenty (20) working days per year.

b) Research Associates will earn vacation at the rate of thirty (30) working days per year.

Article 30 – Sick Leave and Family Responsibility Leave

30.01 a) **Post-doctorial Fellows** 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.

b) Research Associates shall, upon commencement of employment, be credited annually with eighteen (18) 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 forty five (45) working days.

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. **If a family member, as defined below, experiences a life-threatening illness, employees shall be entitled to five (5) works days of leave.**

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, **any other person who would ordinarily be considered a member of the employee’s immediate family**, 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.

Maternity and Parental Leave

The Union proposes that the supplemental benefits plan be payable for Research Associates for up to 35 weeks at 95%, matching the benefits payable under the USFA agreement.

New:

31.17 Education leaves for Research Associates are normally unpaid and are to a maximum of one (1) year, are subject to approval by the supervisor. This leave will be granted if the leave is not unduly disruptive to the operations of the unit, and it is possible to replace the employee on a temporary basis.

Consequential renumbering

Article 34 – Professional Development

34.01 Participation in academic conferences is an integral part of professional development and the parties encourage attending such conferences. 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.

New:

34.02 The Employer will make available a fund of \$125,000 per year to enable the academic participation of and to support the professional development of Research Associates. Unused portions of the fund will be returned to the fund for reallocation. An employee may apply to this fund where his/her supervisor does not have funds to pay travel, registration and/or related expenses for professional development activities.

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

Article 35 – Employee Benefits

The Union proposes to enshrine the existing benefits plan into the collective agreement and will additionally propose a flexible spending account, the amount of which shall be determined later.

Article 36 – Tuition Waivers

36.01 a) For PDFs:

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.

b) Research Associates are entitled to have tuition fees waived for one (1) three-credit course per academic term for courses taken at the University of Saskatchewan. Registration is completed through the normal class registration procedure. 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. If the course is taken during normal working hours, approval must be obtained in advance from the supervisor.

Schedule A - Wages

The Union reserves the right to introduce a comprehensive wage proposal which may include, but is not limited to general economic increases, market adjustments, a wage grid and/or floor, and a pool of bridge funding for employees between contracts.

Discussion Items

- Access to electronic data following the end of a contract or during leave
- Contracts signed by individuals regarding intellectual property
- Term length and cumulative service for the purpose of the pension and benefits plans
- Child care – subsidies and/or spaces for on-campus child care
- New employee orientation
- Research associates holding their own grants
- Working away from campus and COVID leave

Housekeeping amendments

General – in all places where not directly addressed through a proposal here:

- Change all references from “Post doctoral fellow” or “post doctoral candidate” to “employee”
- Change all references to “CGPS” to “employer”

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 **and modified March 2, 2020.**

Article 3 – Definitions

BARGAINING UNIT is the bargaining unit defined in the Certification Order issued by the Saskatchewan Labour Relations Board on **March 2, 2020**~~November 1, 2016.~~

EMPLOYEE means all ~~employees post doctoral fellows~~ included within the scope of the Certification Order of the Saskatchewan Labour Relations Board dated **March 2, 2020**~~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 **March 2, 2020**~~November 1, 2016.~~

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

New definition:

RESEARCH ASSOCIATE includes all Professional Associates, Research Scientists, Professional Research Associates and Senior Research Scientists included within the scope of the Certification Order of the Saskatchewan Labour Relations Board dated March 2, 2020.

The following two definitions are to discuss; the Union reserves the right to introduce proposals following such discussion:

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

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

Schedule B – Goals and Development Form

Part A: Goal setting and development – to be completed jointly by employee and supervisor

Goals and objectives for coming year
This may involve carryover of goals and objectives from the previous year or new goals.
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