

**University of Saskatchewan
ASPA Bargaining
Tentative Agreement
November 18, 2011**

This tentative agreement includes all agreed-to language to date. The following represents a full and complete package to reach a tentative agreement.

Term of the Agreement

A three-year agreement covering May 1, 2011 to April 30, 2014.

Maternity, Adoption, Parental Leave

The Employer has an interest in having equitable opportunities for parents other than the biological mother. The Employer proposes the following:

- Change supplemental benefits to twenty-one (21) weeks (including the two-week waiting period) to parents of new children who are eligible for maternity, adoption, or parental leave, providing they are in receipt of employment insurance benefits.

(see attached)

Notice or Pay in Lieu of Notice

The Employer has an interest in providing a meaningful transition to other employment in the event of a layoff while ensuring fiscal responsibility and alignment with best practice. The Employer proposes the following:

- Allow employees access to their benefits (health, dental, life) for a period equivalent to the combined notice and severance period, to a maximum of twelve (12) months.
- Allow employees access to their professional development funds for a period of 6 months from the date of layoff.
- Add language that clarifies the treatment for an employee who accepts pay in lieu of notice and severance and subsequently accepts another appointment with the university prior to the end of the combined notice and severance period, or equivalent time frame if taken as a monthly installment.



- To revise the notice period chart as follows:

Length of Service *	Notice Period
1 to 5 years	1 month
6 years to 10 years	3 months
11 years to 19 years	7 months
20 years	8 months
21 years	9 months
22 years	10 months
23 years	11 months
24 years or more	12 months
* Based on full years of continuous service (no pro-ration for partial years). All or a portion of notice may be given as working notice. The member will continue to be paid at their current monthly salary during the working notice period.	

(see attached)

Procedures Document

The Employer proposes the following:

- Incorporate two terms and conditions from the procedures document into the collective agreement: 1) the salary implications of a permanent change in phase and 2) the effective date of review decisions.

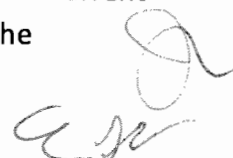
(see attached)

- This proposal is contingent on the removal of grievance 2005:06 (attached).

Benefits

The Employer proposes benefit changes as follows:

- Funding Cap (Dental and Extended Health):
 - Move to a fully Employer-paid health and dental plan (elimination of the current funding cap), with the existing surplus of \$1.4 M being recovered by the Employer.



- **Benefit Plan Design Changes:**
 - Increase the basic and major dental combined maximum from \$1,500 to \$2,000 per year per employee; from \$1,000 to \$2,000 per year per dependent.
 - Decrease the service limit for major dental services from 80% to 50%.
 - Increase the vision care maximum (eye glasses, contact lenses, and laser eye surgery) from \$200 to \$300 per employee and per dependent every two years.
 - Increase the eye examinations coverage from \$80 to \$100 per employee and per dependent every two years.
 - Change the eligibility period for the health, dental and life plan from 1 year to 6 months for term appointments.

- **Flexible Spending Program:**
 - Effective May 1, 2012, the Introduction of a flexible spending program, with an annual allotment of \$700 per employee to provide additional health and wellness benefits through two separate spending accounts: health spending account and wellness spending account (please see the attached information sheet).
 - **The Health Spending Account** provides reimbursement for qualifying health and dental expenses for eligible employees and their dependents for claims that have not been reimbursed by the extended health or dental plans. Benefits paid by the Health Spending Account are considered non-taxable.
 - **The Wellness Spending Account** provides reimbursement for eligible expenses that promote the wellness of employees through physical fitness activities. Benefits paid by the Wellness Spending Account are considered taxable.

(see attached)

Pension/ Retirement

- Introduction of an optional employee-paid insurance coverage for employees aged 45 – 75 who are enrolled in the 2000 Academic Money Purchase Pension Plan. The coverage will provide an annual income guarantee in retirement that will never decline because of market fluctuations, and allows the employee to continue to benefit from investment returns that will grow their assets. It can be applied to all or a portion of the employee's savings and is renewable every few years.

- Replace the current early retirement (for employees between 55 – 67) life insurance and dental coverage for retirees with a post-retirement spending account in the amount of \$1,000 per year for a two-year period following retirement (for all employees who are

currently enrolled in the plan, who retire after age 55 and have a minimum 10 years of service). The spending account is restricted to the reimbursement of private health and dental insurance premiums only. Those retirees enrolled in the current plan would be grandfathered.

Wage Adjustments

Increment:

- Maintain current 2% increment up to the target point of the salary range to recognize growth in proficiency from experience and a satisfactory level of performance over a given time span (usually one year).

Merit:

- Maintain the current merit funding level of 2% of payroll, effective May 1, 2012 change the current allocation to 1.33 % ASPA salary allocated to the base salary merit increases, and 0.67 % ASPA salary allocated for lump sum bonuses to recognize proficiency, growth and levels of performance that are considerably better than what is viewed as "normal" and recognized exceptional performance. The total number of employees receiving merit within a College or Administrative Unit shall not exceed 60% (20% for lump sum bonuses and 40% for base salary increases).

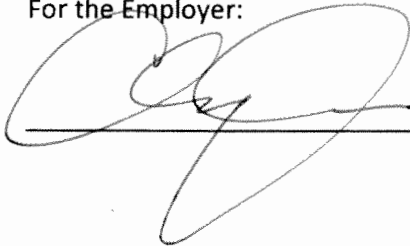
Salary & Ranges:

- A market salary adjustment and salary scale adjustment of 1.5% (May 1, 2011), 2% (May 1, 2012), and 2% (May 1, 2013) up to the maximum of the new ranges (see attached).


Except where otherwise explicitly stated the effective date of implementation is the first day of the month following the date of ratification of this collective agreement.

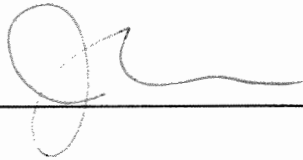
The parties hereby agree that the foregoing provisions constitute a tentative agreement. The parties agree to recommend the tentative agreement to their principals and to attend to ratification thereof as soon as possible. The parties acknowledge that many of the foregoing provisions are applicable on the first day of the month following the date of ratification of this collective agreement and therefore commit their best efforts to a timely ratification process and signing.

For the Employer:




For the Union:





Attachments:

- Language: Article 20 – Leaves, Maternity, Adoption, and
- Language: Article 16 – Layoff
- Language: Procedures Document
- Procedures Grievance 2005:04 dated November 28, 2005
- Language: Article 12 - Benefits
- Flexible Spending Program Information Sheet
- Language: Article 9.3.3 – Merit
- 2011, 2012 and 2013 Salary Scales

20. LEAVES	20. LEAVES
<p data-bbox="201 281 753 352">20.7 Leaves, Maternity, Adoption and Parental</p> <p data-bbox="201 592 656 625">20.7.5 Supplemental Benefits Plan</p> <p data-bbox="201 667 737 1129">After twelve (12) months of continuous service, a member who qualifies for a leave as defined under Article 20.7.1, 20.7.2, 20.7.3, or 20.7.4 and who is required to serve a two (2) week Employment Insurance waiting period, will be paid 95% of normal weekly earnings in effect immediately preceding commencement of the leave during the waiting period (providing they will be receiving Employment Insurance benefits).</p> <p data-bbox="201 1171 737 1444">After twelve (12) months of continuous service, a member who qualifies for a maternity leave as defined under Article 20.7.1 is eligible to receive supplemental benefits for a maximum of fifteen (15) weeks, providing they are receiving Employment Insurance benefits.</p> <p data-bbox="201 1486 737 1801">After twelve (12) months of continuous service, a member who qualifies for a maternity leave as defined under Article 20.7.2, 20.7.3, and 20.7.4 is eligible to receive supplemental benefits for a maximum of four (4) weeks providing they receiving Employment Insurance benefits.</p> <p data-bbox="201 1843 672 1873">The University will pay the difference</p>	<p data-bbox="786 281 1339 352">20.7 Leaves, Maternity, Adoption and Parental</p> <p data-bbox="786 403 1339 550">Parents who are caring for a newborn or newly adopted child are eligible for maternity, adoption, or parental leave as outlined below:</p> <p data-bbox="786 592 1240 625">20.7.5 Supplemental Benefits Plan</p> <p data-bbox="786 667 1321 1159">After twelve (12) months of continuous service at the university, a member who qualifies for a leave as defined under Article 20.7.1, 20.7.2, 20.7.3, or 20.7.4 and [] is in receipt of Employment Insurance (EI) benefits are eligible to receive supplemental benefits. The Employer will provide a supplemental benefit of 95% (inclusive of EI) of weekly earnings (based on their pre-leave earnings) for a period of up to twenty-one (21) weeks (including the 2 week waiting period).</p> <p data-bbox="786 1201 1321 1453">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 their pre-leave earnings).</p> <p data-bbox="786 1495 802 1528">[]</p> 

between Employment Insurance Benefits and 95% of the member's normal weekly earnings.

In no case will the total amount of the Supplemental Benefits, Employment Insurance Gross Benefits, and any other employment earnings received by the member exceed 95% of the member's normal weekly earnings.

ARTICLE 16 – LAYOFF

Before any layoff action is taken, the University shall inform ASPA of the action proposed and provide the reasons for the decision. The University shall also provide ASPA with information as the actions are taken.

If administrative staff reductions are necessary, the affected member shall be given written notice of layoff. The University will forward a copy of the layoff notice to ASPA.

No permanent or seasonal member will be laid off as a result of anyone outside the bargaining unit performing a majority of the duties of the laid off member or another member being assigned the majority of the duties of the laid off member.

16.1 Notice

In the event of a layoff the department head will provide written notice to the member, with a copy to ASPA and Human Resources, indicating the reasons for layoff and the effective date of the layoff.

Members with permanent or seasonal status are entitled to notice, based on completed years of continuous service and to be paid at the current monthly salary.

Table 16.1 - Notice Period

Length of Service *	Notice Period
Up to 5 years	1 month
5 years	3 months
6 years up to 10 years	6 months
10 years up to 22 years	9 months
22 years	10 months
23 years	11 months
24 years or more	12 months

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<input type="checkbox"/> 11 years to 19 years	<input type="checkbox"/> 7 months
20 years	8 months
21 years	9 months
22 years	<input type="checkbox"/> 10 months
23 years	<input type="checkbox"/> 11 months
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* Based on full years of continuous service (no pro-ration for partial years). All or a portion of notice may be given as working notice. The member will continue to be paid at their current monthly salary during the working notice period.

If working notice cannot be given, the member shall receive pay in lieu of notice. The member shall choose monthly or a lump-sum payment (refer to Article 16.6 regarding benefit implications).

Should the member obtain an equivalent job before the notice pay has been exhausted, the member will be paid the unexpended portion of notice as a lump-sum.

The employment of a member with term status terminates automatically upon the expiration of the stated term date, without notice.

A member with term status whose term position ends prior to its stated expiration date will be provided with one (1) month notice or pay in lieu of notice.

16.2 Reassignment

Laid off members will be given the option to be placed on the reassignment list during the notice period (Article 16.1).

Any individual placed on the reassignment list shall provide ASPA with a copy of his or her resume and is responsible to (1) apply for positions within the scope of ASPA; (2) indicate on the application that she or he is on the reassignment list; and (3) notify ASPA of the application.

Members on the reassignment list who meet the job requirements as posted will be interviewed by the department. If the member on the

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Members on the reassignment list who meet the job requirements as posted will be interviewed by the department. If the member on the

reassignment list is not interviewed or is interviewed and not selected, then ASPA and the employer will consult in good faith as to whether the member should have been considered.

Should a reassignment be effected, the education and training supplement will be made available per Article 7.3.1.

16.3 Retraining

A member will continue to have access to their existing APDA funds for the duration of their notice period.

16.4 Severance

A member shall be entitled to severance pay at the rate of one (1) month's current salary for each completed year of continuous service, to a maximum of twelve (12) months. Members with permanent or seasonal status are entitled to severance, based on completed years of continuous service and to be paid at the current monthly rate.

The University may consider the member's age, years of service and/or other mitigating factors, which may increase the amount of severance. Service for a permanent member less than full time or a seasonal member will be prorated accordingly.

If the member wishes, severance pay may be paid on a monthly basis at the salary rate effective at the date of severance.

Should the member obtain another job before severance pay has been exhausted, the member will be paid the unexpended portion of severance as a lump sum.

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[]

16.3 Retraining

A member will continue to have access to their existing APDA funds for [] a period of 6 months.

16.4 Severance

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The University may consider the member's age, years of service and/or other mitigating factors, which may increase the amount of severance. Service for a permanent member less than full time or a seasonal member will be prorated accordingly.

If the member wishes, severance pay may be paid on a monthly basis at the salary rate effective at the date of severance.

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Normally, any employee who is provided with pay in lieu of notice or severance shall not hold another appointment to a position at the

<p>16.5 Out-Placement Services</p> <p>Arrangements for out-placement services will be offered by Human Resources.</p> <p>16.6 Benefits</p> <p>A member will be eligible to continue their benefits under Article 12, unless prohibited by the benefit plan, during the notice period providing they elect monthly salary payments.</p> <p>A member will continue to have access to their accumulated APDA, for training purposes, during the notice period providing they elect monthly salary payments.</p>	<p>University until the end of the combined notice and severance period, or equivalent time frame if taken as a lump sum payment.</p> <p>Where an employee re-commences employment prior to the equivalent of the combined notice and severance period, the following will apply:</p> <p>Monthly notice arrangement will cease automatically for an employee who successfully finds other employment within the university.</p> <p>In the event that the member elected a lump sum payment, a repayment of the remaining of the monthly equivalent will be required before employment can re-commence.</p> <p>16.5 Out-Placement Services</p> <p>Arrangements for out-placement services will be offered by Human Resources.</p> <p>16.6 Benefits</p> <p>A member will be eligible to continue their benefits (health, dental, life) under Article 12, unless prohibited by the benefit plan, during the notice period providing they elect monthly salary payments.</p> <p>[]</p>
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ARTICLE 9 – ASSIGNMENT AND ASSESSMENT OF DUTIES

9.3 Performance Review

9.3.3 Merit

9.3.3.1 Merit Awards

Merit increases may be awarded when proficiency, growth and levels of performance are considerably better than what is viewed as “normal” and recognizes exceptional contributions.

Merit increases may be provided in one of two ways – base salary increases or lump sum bonuses. Base salary merit increases will be added to a member’s base salary providing such an increase does not exceed the maximum of the salary range. If the salary increase would cause the member’s salary to exceed the maximum of the salary range, a salary increase up to the maximum of the salary range will be added to the base-salary and the remainder will be paid as a lump sum bonus. Lump sum bonuses will not be added to a member’s base salary.

1.0% of the total annual membership salary from the previous fiscal year is allocated for base salary merit increases. The percentage merit increase for each year is calculated based on the total base salary allocation

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Effective May 1, 2012, 1.33% [] of the total annual membership salary from the previous fiscal year is allocated for base salary merit increases. The percentage merit increase for each year is calculated based on the total base

Agreed

November 18, 2011

E & O E

Page 1 of 3

divided by the total actual salaries of the members awarded base salary merit increases.

1.0% of the total annual membership salary from the previous fiscal year is allocated for lump sum bonuses. The lump sum percentage award for each year is calculated based on the total base salary allocation divided by the total actual salaries of the members awarded lump sum bonuses.

It is intended that approximately 60% of members will be awarded a merit award in any given year with approximately half receiving base salary merit increases and the other half awarded lump sum bonuses. All available funds will be dispersed to the meritorious recipients.

Merit decisions are not subject to the grievance procedure.

9.3.3.3 Merit Process

The University will provide to the College Dean or Administrative Head the eligibility of ASPA members and the number of salary increase and lump sum bonus awards that can be issued in the College or Unit.

salary allocation divided by the total actual salaries of the members awarded base salary merit increases.

Effective May 1, 2012, 0.67% [] of the total annual membership salary from the previous fiscal year is allocated for lump sum bonuses. The lump sum percentage award for each year is calculated based on the total base salary allocation divided by the total actual salaries of the members awarded lump sum bonuses.

It is intended that [] **up to 60%** of **eligible** members will be awarded a merit award in any given year with approximately [] **two thirds** receiving base salary merit increases and [] **one third** [] receiving lump sum bonuses. All available funds will be dispersed to the meritorious recipients.

Merit decisions are not subject to the grievance procedure.

9.3.3.3 Merit Process

The University will provide to the College Dean or Administrative Head the eligibility of ASPA members and the number of **total merit allocations available for both** salary increase and lump sum bonus awards that can be issued in the College or Unit.

Agreed

November 18, 2011

E & O E

Page 2 of 3

The Dean or Administrative Head is accountable for developing the unit's merit process, in conjunction with the ASPA collective agreement, and determining the decision making process for merit awards for ASPA members within their College or Unit.

A merit recommendation form must be completed with a full written rationale.

The Dean or Administrative Head is to forward all merit documentation to Human Resources by 15 June.

The Merit Audit Committee may request the Dean or Administrative Head to report on the College/Unit merit process in order to fulfill the audit process.

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A handwritten signature in black ink, appearing to be 'Dr. [unclear]', written in a cursive style.

Agreed

November 18, 2011

E & O E

Page 3 of 3

ARTICLE 12 – BENEFITS

12.1 Benefit Plans

All members shall enroll in employee benefit plans for which they are eligible according to the terms of those plans. Employees already contributing to the Non-Academic Pension Plan at the time of appointment to a position within the Association will be given the option of retaining membership in that plan.

Detailed information concerning the following benefit plans will be provided by Human Resources and updated regularly:

- a) University Pension Plan
- b) Group Life Insurance Plan
- c) Salary Continuance Plan
- d) Family Dental Plan
- e) Family Extended Health Care Plan

The employer's total expenditure of Dental and Extended Health pursuant to this collective agreement shall be capped at 3.65% of base salary for those members enrolled in said plan(s) per year.

The Employer specifically disclaims any responsibility to pay any premium shortfall which may ensue. In the event that the cost of Dental and Extended Health exceeds the 3.65% cap, the Employer will provide notice to the Association and the shortfall will be borne immediately by the members enrolled in the plans until such time as the terms of said plan(s) may be adjusted.

In the event the actual premium is less than 3.65%, the resulting surplus will

ARTICLE 12 – BENEFITS

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Detailed information concerning the following benefit plans will be provided by Human Resources and updated regularly:

- a) University Pension Plan
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- e) Family Extended Health Care Plan

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[]

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accumulate and be used to absorb future actual premium costs that may exceed the 3.65% cap.

12.10 Extension of Benefits after Retirement

Members who retire may elect to continue the Family Dental Plan for a minimum of five (5) years or until their 71st birthday, at their cost.

12.[]8 Post Retirement Spending Account

[] All eligible members who are enrolled in the extended health care and dental plans and retire after age 55 with a minimum of 10 years of service shall be entitled to a post retirement spending account in the amount of \$1,000 per year for a two-year period following retirement. The spending account is restricted to the reimbursement of private health and dental insurance premiums only.

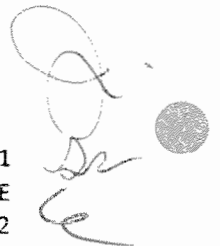


Table 12.1 – Group Benefits Eligibility

Article	Benefit	Perm/Seas greater than or equal to 0.5 FTE	Term greater than or equal to 0.5FTE and greater than or equal to 6 month term	Perm/Seas/Term less than 0.5 FTE and in any term appointment	Casual
				any FTE in a term appointment less than 6 months	
12.1	Dental coverage	eligible (family plan) – 3 month waiting period	eligible (family Plan) – 3 month waiting period	per Saskatchewan Labour Standards Act	
12.1	Extended Health Care	eligible (family plan)	eligible (family plan)		
12.1	Basic Group Life Insurance (2x annual salary – adjusted to the next higher \$1000) Max of \$500,000	eligible – maximum voluntary deferral 3 yrs	eligible – maximum voluntary deferral 3 yrs		
12.1	Supplemental Life Insurance	eligible	eligible	not eligible	not eligible

NOTE: We recommend tables be on separate pages so that the differences in eligibility are highlighted.

Table 12.2 – Other Benefits

Article	Benefit	Perm/Seas*	Term Appointments greater than or equal to 0.5 FTE	Term/Perm/Seas less than 0.5 FTE and greater than 1 year appointment	Casual
			greater than or equal one year appointment	less than 1.0 FTE and less than 1 year appointment	
	Business Travel Insurance	\$100,000	\$100,000	\$50,000 if you qualified for 50% coverage; \$100,000 if you qualified for 100% coverage	
9.6	Membership in Professional Associations	eligible	eligible	not eligible	not eligible
12.1	Pension	eligible –maximum voluntary deferral 3 yrs	eligible –maximum voluntary deferral 3 yrs	eligibility is based on a minimum earnings level (35% of the Yearly Maximum Pensionable Earnings) in each of two (2) calendar years where there is no break in service of twelve (12) months or more. All University	

Employer Proposal

November 18, 2011

E & O E

Page 1 of 2

				service earnings are included. The contribution rate is 5% and is matched by the employer.	
12.3	Tuition Waiver	eligible	eligible	eligible to apply, 50% prorated**	eligible to apply, 50% prorated**
12.4	Accountable Professional Development Acct (APDA) - \$1,100/year****	eligible	eligible	prorated based on FTE	not eligible
12.5	Tuition Reimbursement Fund (TRF) (for dependents)	eligible	eligible	eligible	not eligible
12.7	Housing Assistance (up to \$12,000)	eligible	***	not eligible	not eligible
12.8	Retirement Recognition	eligible after 20 years service	not eligible	not eligible	not eligible
12.9	Fitness Benefit	eligible	eligible	eligible	eligible
20.3.1	Leave, Paid Education	eligible	eligible	not eligible	not eligible
20.10	Sick Leave	eligible under the Salary Continuance Plan	eligible under the Salary Continuance Plan	1.25 day per month, prorated to FTE	not eligible
*	Waiting periods are waived if a permanent/seasonal employee has at least three (3) months of service at .=0.5FTE immediately prior to the permanent appointment.				
**	Eligibility is based on the criteria for benefits or the accumulation of 400 hours within a two (2) year period using ASPA hours only.				
***	May be eligible depending on length of term and funding arrangements.				
****	Members appointed between 1 November and 30 April will have their APDA allowance reduced by 50% for the first year of employment only.				
For term and permanent/seasonal employees with a >= .5FTE, there must be no breaks in employment. Eligibility is based on the term of the appointment. >= one (1) year or combination of service to the employer that equal to one (1) year.					

Information about Flexible Spending Program

The Flexible Spending Program provides health and wellness benefits for members through two separate spending accounts:

- **The Health Spending Account** provides reimbursement for qualifying health and dental expenses for eligible members and their dependents for claims that have not been reimbursed by the extended health or dental plans. This account allows reimbursement for health and dental expenses that qualify for the medical expense tax credit in *The Income Tax Act* and regulations as interpreted by Canada Revenue Agency.
 - Benefits paid by the Health Spending Account are considered non-taxable
 - Examples of eligible expenses include but are not limited to additional costs for glasses/contact lenses, orthodontics, and massage therapy (performed by a registered massage therapist) that go above the maximums covered under the extended health or dental plans
- **The Wellness Spending Account** provides reimbursement for eligible expenses that promote wellness through physical fitness activities that have been shown to contribute to reduce absenteeism and reduce the cost of health benefits. Under the University of Saskatchewan's interpretation of *The Income Tax Act*, amounts reimbursed from the Wellness Spending Account are considered taxable benefits to the eligible member. This plan is subject to audit by the CRA. To ensure compliance with the main purpose of the plan eligible expenses are non-negotiable.
 - Benefits paid by the Wellness Spending Account are considered taxable
 - Examples of eligible expenses include but are not limited to running shoes, a treadmill, or a gym membership

Credit Allocation

Eligible plan members may choose, on an annual basis, to allocate the total credits between the Health Spending Account and the Wellness Spending Account or designate the full amount to one account.

Carry Forward Credit Accrual

If the member's Health and/or Wellness Spending Account reaches a zero balance at any time during the benefit year, further expenses cannot be carried forward.

If there is a credit remaining in either account at the end of the plan year, it can be carried forward to the next benefit year but only to the extent that it represents one year's allocation.

Any unused credit amounts are forfeited by the member and revert back to the University of Saskatchewan.

Employer Proposal

For Discussion Purposes

ARTICLE 9 – ASSIGNMENT AND ASSESSMENT OF DUTIES

9.1 Position Profile, Placement and Review of Positions

Placement and review of positions will follow the jointly developed processes available through Human Resources.

9.1.1 New Positions

New Positions within the scope of ASPA will be placed in a family and phase.

9.1.2 Review of Position Job Family and/or Phase

Any member and/or manager who believes the position in question has changed and the current placement no longer accurately reflects the position, may request a review of the position.

ARTICLE 9 – ASSIGNMENT AND ASSESSMENT OF DUTIES

9.1 Position Profile, Placement and Review of Positions

[]

9.1.1 New Positions

New Positions within the scope of ASPA will be placed in a family and phase **by Human Resources based on the criteria matrix established for positions within the scope of ASPA. Any member and/or manager who believes the position has been inappropriately placed may request a review in accordance with Article 9.1.2.**

9.1.2 Review of Position Job Family and/or Phase

Any member and/or manager who believes the position in question has changed and the current placement no longer accurately reflects the position, may request a review of the position **at any time. A review can occur once per 12 month period and will be conducted by a joint review committee made up of two (2) members from ASPA and two (2) members from management.**

9.1.3 Salary Adjustments through Review

If the review results in a position placement to a lower or higher phase, the position and salary will be adjusted to the appropriate family and phase or

9.1.3 Appeal of Position Review Decisions

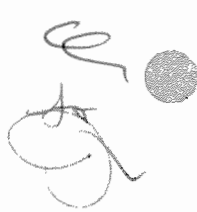
If a member and/or manager is dissatisfied with the decision of the joint review committee, either party may request an appeal within thirty (30) days of receipt of the written decision. A joint appeals committee will review these requests and render a written decision. All decisions of the appeals committee are final and not subject to the grievance procedure.

the salary will be red-circled at its current level if the salary is above the maximum of the new salary range.

Adjustments as a result of a review will be effective to the first of the month closest to when the request for review was received by Human Resources.

9.1.[]4 Appeal of Position Review Decisions

If a member and/or manager is dissatisfied with the decision of the joint review committee, either party may request an appeal within thirty (30) days of receipt of the written decision. A joint appeals committee, **made up of two (2) members from ASPA and two (2) members from management who were not part of the original review committee**, will review these requests and render a written decision. All decisions of the appeals committee are final and not subject to the grievance procedure.



Salary Ranges

May 1, 2010 - April 30, 2011

Family	Phase	Minimum	Target Point	Maximum
Instructional	1	\$43,343	\$54,179	\$67,724
	2	\$56,361	\$70,451	\$88,064
Information Technology	1	\$43,343	\$54,179	\$67,724
	2	\$56,361	\$70,451	\$88,064
	3	\$71,244	\$89,055	\$118,666
Managerial	1	\$43,343	\$54,179	\$67,724
	2	\$56,361	\$70,451	\$88,064
	3	\$71,244	\$89,055	\$118,666
Specialist Professional	1	\$43,343	\$54,179	\$67,724
	2	\$56,361	\$70,451	\$88,064
	3	\$71,244	\$89,055	\$118,666
Operational Administrative	1	\$37,849	\$47,164	\$59,993

May 1, 2011 - April 30, 2012

Family	Phase	Minimum	Target Point	Maximum
Instructional	1	\$43,993	\$54,992	\$68,740
	2	\$57,206	\$71,508	\$89,385
Information Technology	1	\$43,993	\$54,992	\$68,740
	2	\$57,206	\$71,508	\$89,385
	3	\$72,313	\$90,391	\$120,446
Managerial	1	\$43,993	\$54,992	\$68,740
	2	\$57,206	\$71,508	\$89,385
	3	\$72,313	\$90,391	\$120,446
Specialist Professional	1	\$43,993	\$54,992	\$68,740
	2	\$57,206	\$71,508	\$89,385
	3	\$72,313	\$90,391	\$120,446
Operational Administrative	1	\$38,417	\$47,871	\$60,893

May 1, 2012 - April 30, 2013

Family	Phase	Minimum	Target Point	Maximum
Instructional	1	\$44,873	\$56,092	\$70,115
	2	\$58,350	\$72,938	\$91,173
Information Technology	1	\$44,873	\$56,092	\$70,115
	2	\$58,350	\$72,938	\$91,173
	3	\$73,759	\$92,199	\$122,855
Managerial	1	\$44,873	\$56,092	\$70,115
	2	\$58,350	\$72,938	\$91,173
	3	\$73,759	\$92,199	\$122,855
Specialist Professional	1	\$44,873	\$56,092	\$70,115
	2	\$58,350	\$72,938	\$91,173
	3	\$73,759	\$92,199	\$122,855
Operational Administrative	1	\$39,185	\$48,828	\$62,111

May 1, 2013 - April 30, 2014

Family	Phase	Minimum	Target Point	Maximum
Instructional	1	\$45,770	\$57,214	\$71,517
	2	\$59,517	\$74,397	\$92,996
Information Technology	1	\$45,770	\$57,214	\$71,517
	2	\$59,517	\$74,397	\$92,996
	3	\$75,234	\$94,043	\$125,312
Managerial	1	\$45,770	\$57,214	\$71,517
	2	\$59,517	\$74,397	\$92,996
	3	\$75,234	\$94,043	\$125,312
Specialist Professional	1	\$45,770	\$57,214	\$71,517
	2	\$59,517	\$74,397	\$92,996
	3	\$75,234	\$94,043	\$125,312
Operational Administrative	1	\$39,969	\$49,805	\$63,353

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**ADMINISTRATIVE AND SUPERVISORY PERSONNEL ASSOCIATION
AND THE UNIVERSITY OF SASKATCHEWAN
2011 NEGOTIATIONS**

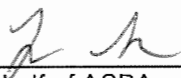
JULY 27, 2011

ASPA submits the following proposal:

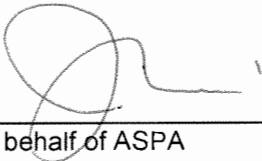
ARTICLE 6 – ADMINISTRATIVE EMPLOYEES CONSULTATIVE COMMITTEE (AECC)	
<p>6.3 Agenda and Record of the Meetings</p> <p>An agenda will be distributed before the meeting. Lack of notice of a matter to be discussed shall not preclude the matter from being discussed at the meeting.</p> <p>All decisions and items requiring further action shall be recorded and copies distributed in a timely manner after each meeting.</p>	<p>6.3 Agenda and Record of <i>for</i> the Meetings</p> <p>Propose removal of second paragraph to reflect new agreement not to exchange notes:</p> <p>All decisions and items requiring further action shall be recorded and copies distributed in a timely manner after each meeting.</p>



On behalf of the University



On behalf of ASPA




On behalf of ASPA

July 27, 2011
Date signed

E & OE

10. MARKET ADJUSTMENTS	10. MARKET ADJUSTMENTS
<p>The determination and payment of market adjustments is the sole responsibility of the University. On 1 July of each year the University will provide to the Association a list of those members who will be receiving a market adjustment for the upcoming year. In the event a new market adjustment is warranted or the University has reason to change an existing market adjustment the University will notify the Association one (1) month in advance of this change being implemented.</p>	<p>The determination and payment of market adjustments is the sole responsibility of the University. [] In the event a new market adjustment is warranted or the University has reason to change an existing market adjustment the University will notify the Association one (1) month in advance of this change being implemented.</p>
<p>The Association through the AECC will discuss the appropriateness and fairness of all market adjustments.</p>	<p>The Association through the AECC will discuss the appropriateness and fairness of all market adjustments.</p>



 Tyler Salloum
 For ASPA

July 27/11

 Date

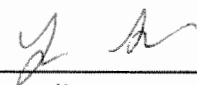


 Cheryl Carver
 For the Employer

27 Jul 11

 Date

12. BENEFITS	12. BENEFITS
<p>12.9 Kinesiology Facilities</p> <p>The University agrees that members shall have access to the University's Kinesiology fitness facilities as part of a wellness initiative subject to the priorities of teaching, research and intramural and intercollegiate sports, as established by the University.</p>	<p>12.9 Kinesiology Facilities</p> <p>The University agrees that members shall have access to the University's Kinesiology fitness facilities as part of a wellness initiative subject to the priorities of teaching, research and intramural and intercollegiate sports, as established by the University. This is a taxable benefit in accordance with the <i>Income Tax Act</i> set out by the Canadian Revenue Agency.</p>



 Tyler Salloum
 For ASPA

5-ly 27/11

 Date



 Cheryl Carver
 For the Employer

27 Jul 11

 Date

ADMINISTRATIVE AND SUPERVISORY PERSONNEL ASSOCIATION
AND THE UNIVERSITY OF SASKATCHEWAN
2011 NEGOTIATIONS

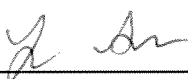
JULY 27, 2011

ASPA submits the following proposal:

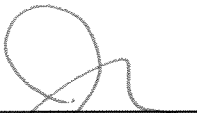
ARTICLE 19 – HOLIDAYS AND VACATION	
<p>19.2.1 Vacation Accumulation (20 working days).</p> <p>During the first six (6) years of service, a member will earn vacation at the rate of one and two-third days per calendar month [twenty (20) working days per year] with the first part month pro-rated, if necessary. The vacation anniversary date shall be the nearest first of the month to the date of appointment. Part-time employees will earn vacation on a pro rata basis.</p>	<p>19.2.1 Vacation Accumulation (20 working days).</p> <p>During the first six (6) years of service, a member will earn vacation at the rate of one and two-third days per calendar month [twenty (20) working days per year] with the first part <i>partial</i> month pro-rated, if necessary. The vacation anniversary date shall be the nearest first of the month to the date of appointment. Part-time employees will earn vacation on a pro rata basis.</p>



On behalf of the University



On behalf of ASPA



On behalf of ASPA

July 27/11
Date signed

E & OE

ADMINISTRATIVE AND SUPERVISORY PERSONNEL ASSOCIATION
AND THE UNIVERSITY OF SASKATCHEWAN
2011 NEGOTIATIONS


JULY 27, 2011

ASPA submits the following proposal:

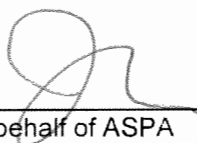
<p>9.3.3.2 Merit Award Eligibility and Effective Date</p> <p>In order to be recommended for merit, a member must be in the same position, in the same department as of 1 November of the current fiscal year (coincides with review period Article 9.3.1).</p> <p>The base salary award allocation will be effective 1 July.</p>	<p>Propose removing the following language as it is redundant:</p> <p>(coincides with review period Article 9.3.1).</p>
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On behalf of the University



On behalf of ASPA



On behalf of ASPA

July 27/11

Date signed

E & OE

ARTICLE 19 – HOLIDAYS AND VACATION

19.2 Annual Vacation

19.2.1 Vacation Accumulation (20 working days).

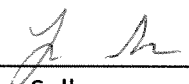
During the first six (6) years of service, a member will earn vacation at the rate of one and two-third days per calendar month [twenty (20) working days per year] with the first part month pro-rated, if necessary. The vacation anniversary date shall be the nearest first of the month to the date of appointment. Part-time employees will earn vacation on a pro rata basis.

ARTICLE 19 – HOLIDAYS AND VACATION

19.2 Annual Vacation

19.2.1 Vacation Accumulation (20 working days).

During the first six (6) years of service, a member will earn vacation at the rate of one and two-third days per calendar month [twenty (20) working days per year] []. The vacation anniversary date shall be the [] first of the month [] of the date of appointment. Part-time employees will earn vacation on a pro rata basis.



Tyler Salloum
For ASPA

July 28/11

Date



Cheryl Carver
For the Employer

28 Jul 11

Date

20. LEAVES	20. LEAVES
<p>20.7 Leaves, Maternity, Adoption and Parental</p>	<p>20.7 Leaves, Maternity, Adoption and Parental</p>
<p>20.7.1 Leave, Maternity</p>	<p>20.7.1 Leave, Maternity</p>
<p>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.</p>	<p>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.</p>
<p>The member is required to apply for this leave at least four (4) weeks prior to the commencement of the leave.</p>	<p>The member is required to apply for this leave at least four (4) weeks prior to the commencement of the leave.</p>
<p>The leave must commence on 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.</p>	<p>The leave must commence on 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.</p>
<p>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.</p>	<p>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.</p>
<p>20.7.2 Leave, Adoption</p>	<p>20.7.2 Leave, Adoption</p>
<p>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.</p>	<p>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.</p>
<p>The member is required to apply for this leave at least four (4) weeks prior to the 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</p>	<p>The member is required to apply for this leave at least four (4) weeks prior to the 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</p>

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.

20.7.3 Leave, Parental for Maternity or Adoption

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.

20.7.4 Leave, Parental for Parents other than those described in 20.7.1 & 20.7.2

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

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.

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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

Agreed

July 27, 2011
E & OE
Page 2 of 5



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.

20.7.5 Supplemental Benefits Plan

After twelve (12) months of continuous service, a member who qualifies for a leave as defined under Article 20.7.1, 20.7.2, 20.7.3, or 20.7.4 and who is required to serve a two (2) week Employment Insurance waiting period, will be paid 95% of normal weekly earnings in effect immediately preceding commencement of the leave during the waiting period (providing they will be receiving Employment Insurance benefits).

After twelve (12) months of continuous service, a member who qualifies for a maternity leave as defined under Article 20.7.1 is eligible to receive supplemental benefits for a maximum of fifteen (15) weeks, providing they are receiving Employment Insurance benefits.

After twelve (12) months of continuous service, a member who qualifies for a maternity leave as defined under Article 20.7.2, 20.7.3, and 20.7.4 is eligible to receive supplemental benefits for a maximum of four (4) weeks providing

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.

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After twelve (12) months of continuous service, a member who qualifies for a maternity leave as defined under Article 20.7.1 is eligible to receive supplemental benefits for a maximum of fifteen (15) weeks, providing they are receiving Employment Insurance benefits **and provide this information to Human Resources.**

After twelve (12) months of continuous service, a member who qualifies for a maternity leave as defined under Article 20.7.2, 20.7.3, and 20.7.4 is eligible to receive supplemental benefits for a maximum of four (4) weeks providing



they receiving Employment Insurance benefits.

The University will pay the difference between Employment Insurance Benefits and 95% of the member's normal weekly earnings.

In no case will the total amount of the Supplemental Benefits, Employment Insurance Gross Benefits, and any other employment earnings received by the member exceed 95% of the member's normal weekly earnings.

20.7.6 Benefit Coverage

During the paid portion of the leave, the member and the University shall pay their respective shares of the cost of continuing benefit coverage. During the unpaid portion of the leave, benefits will be handled as if the member is on leave without pay.

20.7.7 Vacation

Annual vacation may be taken as an extension of any Article 20.7 leave.

The member's vacation accumulation date will not be adjusted for the length of any Article 20.7 leave. A member eligible for the Supplemental Benefits Plan (Article 20.7.5) is also eligible to accrue annual paid vacation, as per Article 19.2, at their full appointment rate (FTE) for the period during which they collect the Supplemental Benefits Plan.

Unpaid annual vacation will accumulate the rate defined in Article 19.2 for the portion of any Article 20.7 leave that is

they are receiving Employment Insurance benefits.

The University will pay the difference between Employment Insurance Benefits and 95% of the member's normal weekly earnings.

In no case will the total amount of the Supplemental Benefits, Employment Insurance Gross Benefits, and any other employment earnings received by the member exceed 95% of the member's normal weekly earnings.

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During the paid portion of the leave, the member and the University shall pay their respective shares of the cost of continuing benefit coverage. During the unpaid portion of the leave, benefits will be handled as if the member is on leave without pay.

20.7.7 Vacation

Annual vacation may be taken as an extension of any Article 20.7 leave.

The member's vacation accumulation date will not be adjusted for the length of any Article 20.7 leave. A member eligible for the Supplemental Benefits Plan (Article 20.7.5) is also eligible to accrue annual paid vacation, as per Article 19.2, at their full appointment rate (FTE) for the period during which they collect the Supplemental Benefits Plan.

Unpaid annual vacation will accumulate the rate defined in Article 19.2 for the portion of any Article 20.7 leave that is

Agreed

July 27, 2011
E & OE
Page 4 of 5

not covered by the Supplemental Benefits Plan, or for the entire leave for members who do not qualify for the Supplemental Benefits Plan.

20.7.9 Reinstatement and Return to Work

The member is guaranteed job reinstatement to the same position or, if that position no longer exists, to a substantially similar position and under similar terms and conditions, with no reduction in salary or benefits.

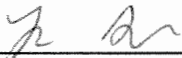
A member, who has been granted a leave, should notify their department or unit in writing at leave fourteen (14) days prior to the day on which they intend to return to work, unless otherwise mutually agreed.

not covered by the Supplemental Benefits Plan, or for the entire leave for members who do not qualify for the Supplemental Benefits Plan.

20.7.9 Reinstatement and Return to Work


The member is guaranteed job reinstatement to the same position or, if that position no longer exists, to a substantially similar position and under similar terms and conditions, with no reduction in salary or benefits.

A member, who has been granted a leave, should notify their department or unit in writing at leave fourteen (14) days prior to the day on which they intend to return to work, unless otherwise mutually agreed.



Tyler Salloum
For ASPA

July 27/11
Date



Cheryl Carver
For the Employer

27 Jul 11
Date

**MEMORANDUM OF AGREEMENT
Unsocial Hours**

The Association and the University jointly recognize the need to establish a joint committee for the purpose of reviewing assignment of duties outside the core hours of the University.

The joint committee will have two objectives:

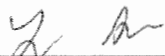
1. As soon as reasonably possible, review current practices and make recommendations to the Administrative Employees Consultative Committee (AECC) on initiatives to minimize the impact of unsocial hours.
2. Collect data on current practices and occurrences of hours scheduled outside the core hours of the University prior to the expiration of the contract. This data will be collected for the purpose of bargaining such that the parties may have an informed discussion at the table.

This Memorandum will expire on 30 April 2011 and will be removed from the Collective Agreement.

12 December 2008

[]

Delete MOA



Tyler Salloum
For ASPA

July 27/11
Date



Cheryl Carver
For the Employer

27 Jul 11
Date

**MEMORANDUM OF AGREEMENT
Essential Services**

The parties agree to enter into essential services discussions in a proactive and collaborative manner in anticipation of the changing labour legislation, Bill C-5

The parties agree to form a subcommittee that will undertake to develop an agreement that will identify: positions, people, and processes essential to the operations of the University of Saskatchewan in the event of a labour disruption.

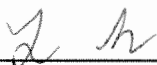
The parties agree to undertake this project immediately with a goal of developing a protocol in a timely manner to be recommended to and signed by the parties' principals.

In the event that agreement is not reached, the legislation will be relied upon.

16 April 2008

[]

Delete MOA



Tyler Salloum
For ASPA

July 27/11
Date



Cheryl Carver
For the Employer

27 JUL 11
Date

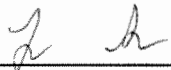
**MEMORANDUM OF AGREEMENT
ASPA Centre**

Recognizing the need for contiguous Association meeting, office, and training space, the Association and the University jointly agree to explore space options at the University of Saskatchewan with a view towards establishing an ASPA Centre.

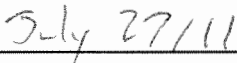
3 April 2003

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Delete MOA



Tyler Salloum
For ASPA



Date



Cheryl Carver
For the Employer



Date

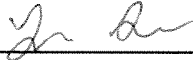
**MEMORANDUM OF AGREEMENT
Intellectual Property**

The parties agree to establish a joint committee consisting of an equal number of representatives appointed by each party. The joint committee shall identify any outstanding issues that may exist relating to the employer and employee interests in the protection and sharing of intellectual property. The joint committee shall report to the parties within one year of the signing of the Collective Agreement. Recommendations of the committee will not be binding on either party. Those recommendations pertaining to terms and conditions of employment of ASPA members may be brought forward by either party at future collective bargaining.

26 March 2007

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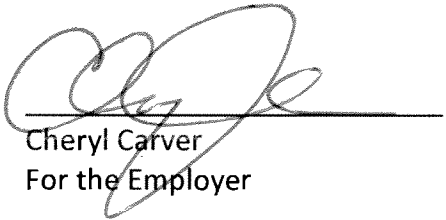
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Tyler Salloum
For ASPA

July 27/11

Date



Cheryl Carver
For the Employer

27 Jul 11

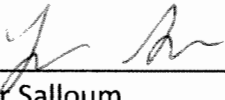
Date

DEFINITIONS

Service refers to the time spent by a member performing the duties assigned by the employer except when calculating the vacation accrual rate where service refers to all employment of the individual with the employer.

DEFINITIONS

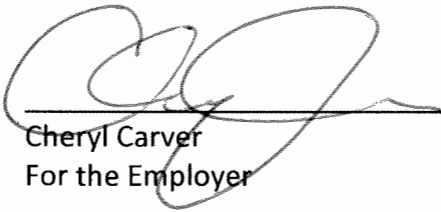
Service refers to the time spent by a member performing the duties assigned by the employer except when calculating the vacation accrual rate where service refers to all **continuous** employment of the individual with the employer.



Tyler Salloum
For ASPA

July 28/11

Date



Cheryl Carver
For the Employer

28 Jul 11

Date

**PROFESSIONAL DEVELOPMENT
ARTICLES 7, 12, 16**

**7.3.1 Education and Training
Incentive**

The parties recognize the benefit of University experience as well as the career development of the individual. Where a current member of ASPA applies for and is appointed to another advertised ASPA permanent or seasonal position, or a term position with a duration of one year or greater, the member will be eligible for the equivalent of two (2) additional allotments of the Accountable Professional Development Account (Article 12.4). This additional allocation is intended to assist the member to enhance their knowledge and skills to transition into the new position. The allotment must be spent within fifteen (15) months of the start of the new position. Eligible members and their supervisors should send a Letter of Application to the Associate Vice-President, Human Resources and the President of the Association. The application should specify the nature of the opportunity, how it will assist in the transition to the new appointment and include a copy of the current work plan.

12.2 Education and Retraining

Through the AECC, the University, the Association and a member may agree that

**PROFESSIONAL DEVELOPMENT
ARTICLES 7, 12, 16**

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Agreed
July 29, 2011
E & OE
Page 1 of 8

a retraining program is necessary. In such cases, the member will continue to receive their regular monthly salary. The member may be eligible for the Education and Training Incentive (Article 7.3.1).

12.3 Tuition Waiver

Members shall be entitled to have tuition fees waived (not reimbursed) for one (1) course for credit per academic term for courses taken at the University of Saskatchewan. The maximum value of the waiver per academic term will equal the cost of a Category 6 tuition for a three-credit unit undergraduate course. Graduate and fixed fee programs are eligible for per-term maximum.

Registration is completed through the normal class registration procedure. The tuition waiver is accessed through Student Accounts & Treasury, Financial Services Division.

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 audited during normal working hours, approval must be obtained in advance from the department head.

12.4 Accountable Professional Development Account (APDA)

The Accountable Professional Development Account (APDA) is available to eligible members as defined in Table 12 except those on unpaid leave. The annual

12.[]2 Tuition Waiver

Members shall be entitled to have tuition fees waived (not reimbursed) for one (1) course for credit per academic term for courses taken at the University of Saskatchewan. []

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12.[]3 Accountable Professional Development Account (APDA)

The Accountable Professional Development Account (APDA) is available to eligible members as defined in Table 12 except those on unpaid leave. [] Effective

APDA allocation is \$1,000 per member. Effective 1 May 2009, APDA is cumulative to a maximum of \$7,500, APDA shall be used to defray expenses associated with related professional activities, teaching, education, or research.

For the purposes of these Guidelines, professional development includes those activities which enhance a member's work performance, ability or effectiveness.

12.4.1 Annual Allocations

All members of ASPA who are eligible (as defined in Table 12) shall receive their annual allocation on 1 May.

Eligibility is assessed and the annual APDA allocations are calculated by Human Resources according to employment status in the fiscal year (1 May – 30 April) and made available in an APDA in the name of each member on 1 May of each year.

Each year members will receive a statement of their APDA from the Financial Services Division.

The maximum annual amount available for eligible members is \$1,000.00. Where applicable, this amount will be prorated by three factors: payroll FTE; seasonal status; and length of employment during the fiscal year (this last factor does not apply to members

1 May 2012, the annual APDA allocation will be \$1,100 per member and cumulative to a maximum of \$9,000.

APDA shall be used to defray expenses associated with related professional activities, teaching, education, or research.

Professional development includes those activities which enhance a member's work performance, ability or effectiveness.

12. 3.1 Annual Allocations

All members of ASPA who are eligible (as defined in Table 12) shall receive their annual allocation on 1 May.

Eligibility is assessed and the annual APDA allocations are calculated by Human Resources according to employment status in the fiscal year (1 May – 30 April) and made available in an APDA in the name of each member on 1 May of each year.

The maximum annual amount available for eligible members is \$1,100.00. Where applicable, this amount will be prorated by three factors: payroll FTE; seasonal status; and length of employment during the fiscal year (this last factor does not apply to members



on maternity or parental leave).

Members returning from leave without pay will have their allocation prorated in proportion to time worked during the fiscal year and their payroll FTE status on the date of return to work.

If an annual allocation results in an APDA balance exceeding the maximum, the amount over the maximum will be deemed unassigned and transferred in accordance with the terms of Article 12.4.5, except in the case where the excess results from funds allocated under Article 7.3.1.

12.4.2 Eligible Expenses

As legislation on taxable benefits changes from time to time, please consult the Financial Services Division website for a listing of current claimable expenses. As non-taxable benefits, any goods, books, or equipment purchased from the APDA will remain the property of the University.

12.4.3 Claims

Members must submit expense claims for authorization by their department/unit head. The officer in each unit who authorizes the claims should forward the completed forms with supporting documentation directly to Payment Services, which has the responsibility of tracking the

on maternity or parental leave).

Members returning from leave without pay will have their allocation prorated in proportion to time worked during the fiscal year and their payroll FTE status on the date of return to work.



[]

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Members must submit expense claims for authorization by their department/unit head. The officer in each unit who authorizes the claims should forward the completed forms with supporting documentation directly to Payment Services, which has the responsibility of tracking the

 July 29, 2011
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Page 4 of 8

Agreed

July 29, 2011

E & OE

Page 4 of 8

accounts. Members are requested to minimize the number of claims to be processed by normally submitting claims of at least \$50.00 on any one occasion.

A member who feels that an APDA claim has been unfairly rejected may request, in writing, that AECC conduct a review of the application and the decision and, if appropriate, make a recommendation to the University. Such a decision will not be subject to the grievance and arbitration procedures.

12.4.4 Unexpended Balances

Unexpended APDA balances will be carried forward automatically for each member for future professional development use up to the maximum.

Upon departure from the Association, unexpended balances in an APDA will be transferred to any of the three (3) funds: the ASPA Scholarship Fund, the ASPA Award Fund or the ASPA Tuition Reimbursement Fund. The specific allocation of funds will be determined by the Association.

12.4.5 Unassigned APDA Annual Amounts

One-half of the unassigned portion of a member's annual APDA allocation, in excess of the maximum, will be transferred to

accounts. Members are requested to minimize the number of claims to be processed by normally submitting claims of at least \$50.00 on any one occasion.

A member who feels that an APDA claim has been unfairly rejected may request, in writing, that AECC conduct a review of the application and the decision and, if appropriate, make a recommendation to the University. Such a decision will not be subject to the grievance and arbitration procedures.

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Agreed

July 29, 2011

E & OE

Page 5 of 8

any of the three funds: the ASPA Scholarship Fund, the ASPA Award Fund or the ASPA Tuition Reimbursement Fund. The specific allocation of funds will be determined by the Association.

The remaining one-half of the unassigned portion of a member's annual APDA allocation will be transferred to the Development Investment Grant (DIG).

12.4.6 Utilization Statement

Annually, the University shall provide ASPA a report listing the detailed financial transactions for the four (4) funds that occurred in the previous fiscal year.

12.5 Tuition Reimbursement Fund (TRF)

Beginning in the 2007-2008 fiscal year, the University agrees to establish a Tuition Reimbursement Fund (TRF). The TRF will be funded from two sources:

- (a) unexpended APDA balances of individuals ceasing to be members of the Association and
- (b) one-half of the unassigned APDA funds in excess of the maximum.

The specific allocation will be determined by the Association on an annual basis. The TRF is available for members' immediate family (spouses, partners, and children). Tuition reimbursements will be made annually. Terms of reference for the fund

[]

12.[]4 Tuition Reimbursement Fund (TRF)

[]

Effective 1 May 2012, the university will provide an annual allotment of \$180,000 to the TRF.

The specific allocation will be determined by the Association on an annual basis. The TRF is available for members' immediate family (spouses, partners, and children). Tuition reimbursements will be made annually. Terms of reference for the fund

Agreed

July 29, 2011

E & O E

will be subject to agreement between the parties. The Student and Enrolment Services Division (SESD) at the University will administer the fund.

All unexpended tuition reimbursement funds will be carried forward from year to year.

12.6 Development Investment Grant (DIG)

Beginning 1 May 2008, the University agrees to establish a Development Investment Grant (DIG). The DIG will be funded from one half of the unassigned APDA funds in excess of the maximum. The DIG is available to all eligible members as defined in Table 12 except those on unpaid leave. The Guidelines for the Grant will be subject to agreement between the parties. All unexpended funds in the DIG will be carried forward from year to year. Decisions regarding the allocation of the DIG will not be subject to the provisions of the grievance and arbitration procedures.

16.3 Retraining

In the event of a member being laid off, the University through the AECC will explore the possibility of whether a retraining program would facilitate a reassignment. In such cases, the member will continue to receive their regular monthly salary during the period of retraining. The maximum eligibility for retraining will be equal to the number of months of eligibility for notice, severance (Article 16.1 and 16.4) and other paid education or deferred salary leave.

will be subject to agreement between the parties. The Student and Enrolment Services Division (SESD) at the University will administer the fund.

All unexpended tuition reimbursement funds will be carried forward from year to year.

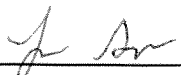
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16.3 Retraining

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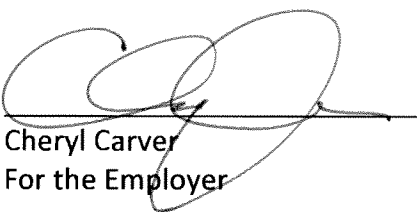
A member will continue to have access to their existing APDA funds for the duration of their notice period.

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Tyler Salloum
For ASPA

July 29/11
Date



Cheryl Carver
For the Employer

29 Jul 11
Date

ARTICLE 9 – ASSIGNMENT AND ASSESSMENT OF DUTIES

9.2 Performance Management

9.2.1 Work Plan Development Including Hours of Work

The University and the Association recognize the benefit of work plans for members and encourage members and their supervisors to develop these plans.

This clause specifies the expectation for the development of a work plan for each position, including the determination of hours of work. These plans should provide for an appropriate balance of work life and personal life and equity across the bargaining unit. The plans will be developed in a consultative fashion and will provide flexibility in meeting the needs of the member and the University. These work plans will be subject to change to meet the varying demands of the University, the department and the member.

The University and the Association understand the intent of work plans to be a support tool which clearly sets expectations for members and their supervisors. The work plan is jointly developed by members and their supervisors to ensure the plan is practical, reasonable, resources are available and that both parties

ARTICLE 9 – ASSIGNMENT AND ASSESSMENT OF DUTIES

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The University and the Association understand the intent of work plans to be a support tool which clearly sets expectations for members and their supervisors. The work plan is jointly developed by members and their supervisors to ensure the plan is practical, reasonable, resources are available and that both parties



Agreed

July 29, 2011

E & O E

Page 1 of 3

understand the priorities and responsibilities. The parties may choose to use a standard template jointly developed by the Association and the University.

The parties recognize that work plans may take time to phase in if it has not been standard practice.

Members and their supervisors are encouraged to develop and document a work plan. This work plan will outline the hours of work within an annual framework of 1950 hours (weekly average of 37.5) and priorities for duties and deliverables. These work plans should be reviewed every four months and revised, if necessary. One of the reviews will form a basis of the annual performance appraisal which will encompass the previous year's performance and which will be forwarded to Human Resources. In documenting expectations of hours of work, consideration should be given to the core hours of the University (8:30 a.m. – 4:30 p.m., Monday to Friday), the regular operating hours of the unit and the need to balance work and personal life.

If the hours of work will exceed the annual framework of 1950 hours, additional compensation in the form of time off with pay, or additional pay will be provided. Contact Human Resources to discuss the appropriate level of

understand the priorities and responsibilities. The parties may choose to use a standard template jointly developed by the Association and the University.

The parties recognize that work plans may take time to phase in if it has not been standard practice.

Members and their supervisors are encouraged to develop and document a work plan. This work plan will outline the hours of work within an annual framework of 1950 hours (weekly average of 37.5) and priorities for duties and deliverables. These work plans should be reviewed every four months and revised, if necessary. One of the reviews will form a basis of the annual performance appraisal which will encompass the previous year's performance and which will be forwarded to Human Resources. In documenting expectations of hours of work, consideration should be given to the core hours of the University (8:30 a.m. – 4:30 p.m., Monday to Friday), the regular operating hours of the unit and the need to balance work and personal life.

If the hours of work **required by the University** will exceed the annual framework of 1950 hours **(weekly average of 37.5) or require work outside of scheduled work hours**, additional compensation in the form of time

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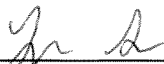
Agreed

July 29, 2011

E & O E


Page 2 of 3

<p>compensation. If the parties experience difficulty in developing suitable work plans, they should consult Human Resources or the Association.</p>	<p>off with pay, or additional pay will be provided and will form part of the work plan. Contact Human Resources to discuss the appropriate level of compensation.</p> <p>If the parties experience difficulty in developing suitable work plans or compensation arrangements, they should consult Human Resources or the Association.</p>
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Tyler Salloum
For ASPA

July 29/11
Date



Cheryl Carver
For the Employer

29 Jul 11
Date

**ARTICLE 17 – PROBLEM RESOLUTION
PROCESS**

The purpose of this article is to provide a mechanism to resolve interpretation and application issues of the Collective Agreement between the Association (including individual members) and the University. This will provide members with a timely and constructive process for bringing forward issues or concerns. Although this article encourages parties to discuss and resolve their differences, it does not require them to follow each step in sequential order. While a progressive process may be the most appropriate way to resolve issues and maintain effective working relationships, it is acknowledged that issues that arise will be of varying levels of seriousness and urgency.

Provisions of this agreement apply to Seasonal Employees during their work periods only. Any disputes or grievances arising from the period of employment may be dealt with during the layoff period. The application of service related provisions will be cumulative.

17.1 Informal Process

Whenever possible the member(s) and their supervisor(s) will discuss issues of concern in a timely and constructive manner. If the member(s) and supervisor(s) are unable to reach resolution, a facilitator paid by the University may be engaged to identify alternative resolution processes. (Please contact Human Resources to arrange for a

**ARTICLE 17 – PROBLEM RESOLUTION
PROCESS**

The purpose of this article is to provide a mechanism to resolve interpretation and application issues of this agreement between the Association (including individual members) and the University. This will provide members with a timely and constructive process for bringing forward issues or concerns.

Provisions of this agreement apply to Seasonal Employees during their work periods only. Any disputes or grievances arising from the period of employment may be dealt with during the layoff period.

The time periods specified in this article, as they apply to each case, may be subject to extension by mutual agreement if circumstances warrant.

17.1 Informal Process

The parties agree that disputes can frequently be resolved by informal, timely discussion and constructive communication between the parties or between a staff member and his/her immediate supervisor(s) in the workplace. Human Resources and the Association may be engaged to identify alternative resolutions.

Agreed

CE July 29, 2011
JS E & O E
Page 1 of 7

facilitator.)

If the discussion process cannot resolve the issue, the parties can meet with representatives of the Association and the University. The AECC may act to resolve issues before proceeding to grievance or arbitration.

17.2 Grievance

17.2.1 Grievance Definition

Should a difference arise between the University and the Association concerning the interpretation, application, or alleged violation of any of the terms of this Agreement that cannot be resolved as outlined above, the Association may choose to file a grievance.

The Association is entitled to initiate a grievance in its own right or on behalf of a member.

17.2.2 Grievance Timing and Procedure

A grievance proceeding is initiated by a statement in writing to the Associate Vice-President, Human Resources (only), 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.

A statement of grievance must be filed within sixty (60) calendar days of when the incident is brought to the attention of the Association.

17.2 Grievance Definition

[]

Should a difference arise between the University and the Association concerning the interpretation, application, or alleged violation of any of the terms of this Agreement that cannot be resolved as outlined above, the Association may choose to file a grievance.

The Association is entitled to initiate a grievance in its own right or on behalf of a member.

17. [] 3 Grievance Timing and Procedure

A grievance proceeding is initiated by a statement in writing to the Associate Vice-President, Human Resources (only), 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.

A statement of grievance must be filed within [] **thirty (30)** calendar days of when the [] **grievor or Association knew or reasonably ought to have known of the alleged infraction.**

Agreed

July 29, 2011

E & OE

Page 2 of 7

A Grievance Committee shall be struck to consider grievances. The Committee will consist of a Chair mutually agreed upon by the University and the Association, one (1) representative of the University and one (1) representative chosen by the Association. No member of the Grievance Committee may have a conflict of interest in the matter under grievance.

The grievance hearing is to be held within sixty (60) calendar days of the date the grievance is filed. When a grievance is initiated on behalf of a member, that member shall have the right to be represented by the Association.

The decision of the Committee will be communicated in writing to all relevant parties within fourteen (14) calendar days from the date of the grievance hearing.

Time limits may be extended by mutual agreement if circumstances warrant.

Table 17.2.2 – Grievance Procedure Time Frame

Association is made aware of issue	Grievance filed within 60 calendar days
Grievance hearing	Held within 60 calendar days of the filing of the grievance
Decision	Communicated within 14 calendar days of the grievance hearing to the relevant parties

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Al **Agreed**
 July 29, 2011
De E&OE
 Page 3 of 7

17.3.1 Stage One

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 thirty (30) days of the date of the hearing.

The Association reserves the right to identify a conflict of interest on the part of the Dean/ Administrative Head and request an alternate appointment to hear the grievance.

Administrative Grievance: Grievances involving interpretation or administration of this agreement, not involving a specific individual and grievances by a group of employees shall be taken directly to Stage 2 of the following procedure.

17.3.2 Stage Two

The Association may, within fifteen (15) calendar days of the written decision at Stage One, refer the grievance to the senior university human resources officer or designate.

The grievance shall be heard at Stage Two within fifteen (15) calendar days. A written decision shall be rendered within fifteen (15) calendar days of the Stage Two hearing.

Agreed

July 29, 2011

E & OE

Page 4 of 7

Handwritten signatures in blue ink, appearing to be initials or names, located at the bottom of the page.

17.3 Arbitration

Arbitration is a method to appeal a grievance decision.

Within two (2) months of receiving the ruling of the grievance panel, the Association President and the Associate Vice-President, Human Resources will inform each other, in writing, of their intention to accept the agreement or proceed to arbitration. This time limit is subject to change by mutual agreement. Allowances will be made for decisions during the summer months.

17.3.1 Arbitration Procedure

The Association may request the establishment of an Arbitration Board to consider the resolution of a particular issue(s). Such a Board will consist of three (3) members, one (1) chosen by the Association, one (1) chosen by the University, and a third, to be the Chair, which must be mutually agreed to by both the University and the Association. Each party will notify the other of their Board representative. In the event agreement of a Chair is not possible, the Lieutenant Governor

17. [] 4 Arbitration

Either party may within fifteen (15) calendar days of receiving the grievance decision (stage 1 or stage 2) give written notice of their intention to proceed to binding arbitration.

In the event that either party to this agreement decides that a grievance should proceed to the arbitration stage, the appointment of an arbitrator will be made by rotation in accordance with the following list:

- TBD

If the appointed arbitrator is unable to begin hearing the grievance within a reasonable period or he/she declares a conflict of interest, the next arbitrator on the list shall be selected.

By mutual agreement, the parties may utilize an expedited process.

Agreed

July 29, 2011

E & O E

Page 5 of 7

or if unavailable, the Minister of Labour, shall be empowered to name a Chair who is not an employee nor an official of the University.

At Arbitration Board hearings each party shall be entitled to be represented by counsel or otherwise and to present arguments. The majority decision of the Arbitration Board shall be final.

17.3.2 Arbitration Board Powers

The Arbitration Board shall have the power to settle the grievance involving dismissal or disciplinary action by arrangement that it deems just and equitable.

The Arbitration Board shall not have the power to alter the terms of this Agreement, nor to substitute provisions for existing provisions, nor to give any decision inconsistent with the terms of this Agreement.

17.3.3 Arbitration Fees and Expenses

The fees and expenses of the Chair shall be shared equally between the parties. Each party shall be responsible for its costs, fees and expenses of witnesses and those of its Arbitration Board member, except salary of University employees.

17.[] 4.[]1 [] Arbitrator Powers

The [] **arbitrator** shall have the power to settle the grievance involving dismissal or disciplinary action by arrangement that [] **he/she** deems just and equitable.

The [] **arbitrator** shall not have the power to alter the terms of this Agreement, nor to substitute provisions for existing provisions, nor to give any decision inconsistent with the terms of this Agreement.

17.[] 4.[]2 Arbitration Fees and Expenses

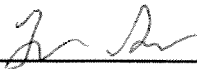
The fees and expenses of the [] **arbitration** shall be shared equally between the parties. Each party shall be responsible for its costs, fees and expenses of [] **the arbitration**, except salary of University employees.

Agreed

July 29, 2011

E & O E

Page 6 of 7



Tyler Salloum
For ASPA

July 29/11

Date



Cheryl Carver
For the Employer

29 Jul 11

Date

Agreed

July 29, 2011

E&OE

Page 7 of 7

Further to the Article 17 – Problem Resolution Process agreed to on July 29, 2011, the Employer and ASPA agree on the following list of Arbitrators in accordance with Article 17.5:

- William Hood
- Francine Chad Smith, Q.C.
- Sheila Denysiuk, Q.C.
- Dirk Silversides




Tyler Salloum

For ASPA

28 Sep 11

Date



Cheryl Carver

For the Employer

28 Sep 11

Date

**ARTICLE 8 – PROBATIONARY PERIOD FOR
PERMANENT AND SEASONAL
APPOINTMENTS**

The most valid process to gauge a member's level and quality of performance is to view their activity during a probationary period. Noting the annual cyclical nature of the work at the University, an initial probationary period of one (1) year is recommended.

Members must be evaluated during their probationary period as outlined in Article 8.3.

8.1 Probationary Period for Permanent and Seasonal Employees

Appointments to Permanent and Seasonal positions shall be probationary per Table 8.1 – Declining Balance of Probationary Period. Under special circumstances specified by Human Resources and agreed to by the Association, the probationary period required can be reduced or waived.

A member who has completed a probationary period and who accepts a new ASPA appointment is subject to a probationary period reduced by one (1) month for each complete year of service, such years to be calculated from the start of his/her first probationary period as a member, declining to a minimum of three (3) months until the twelfth (12th) year of service, at which time the probationary period is waived.

**ARTICLE 8 – PROBATIONARY PERIOD FOR
PERMANENT AND SEASONAL
APPOINTMENTS**

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A member who has completed a probationary period and who accepts [] **another new permanent ASPA** appointment is subject to a probationary period reduced by one (1) month for each complete year of service, such years to be calculated from the start of his/her first probationary period as a member, declining to a minimum of three (3) months until the twelfth (12th) year of service, at which time the probationary period is waived.

Agreed

October 12, 2011

E & O E

Page 1 of 3

TABLE 8.1 - Declining Balance of Probationary Period

Years of Service as an ASPA Member	Probationary Period (months)
0-1	12
1-2	11
2-3	10
3-4	9
4-5	8
5-6	7
6-7	6
7-8	5
8-9	4
9-10	3
10-11	3
11-12	3
12 and more	0

8.2 Term Employees and Probation

Term employees, by the nature of the position's status, do not have a probationary period as it occurs in permanent positions. However, throughout the first year in a position, term employees must be provided with timely and constructive feedback by their supervisor on how they are meeting the objectives of the work plan. Performance must be discussed with the member and documented including a proposed action plan. Should a term employee's position become permanent their probationary period will be prorated based on their service to the University in that position. This service to the University is also considered when determining eligibility for benefits.

TABLE 8.1 - Declining Balance of Probationary Period (Permanent and Seasonal Positions)

Years of Service as an ASPA Member	Probationary Period (months)
0-1	12
1-2	11
2-3	10
3-4	9
4-5	8
5-6	7
6-7	6
7-8	5
8-9	4
9-10	3
10-11	3
11-12	3
12 and more	0

8.2 Term Employees and Probation

Term employees, by the nature of the position's status, do not have a probationary period as it occurs in permanent positions. However, throughout the first year in a position, term employees must be provided with timely and constructive feedback by their supervisor on how they are meeting the objectives of the work plan. Performance must be discussed with the member and documented including a proposed action plan. Should a term employee's position become permanent their probationary period will be prorated based on their service to the University in that position. This service to the University is also considered when determining eligibility for benefits.

Handwritten initials/signature

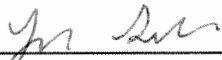
Agreed

October 12, 2011


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Page 2 of 3

	<p>A member with term status, who is terminated for not being suitable for continued employment in the position, will be given one (1) month pay in lieu of notice.</p> <p>If an employee in a term position, with permanent incumbent status is determined to be not suitable for continued employment in the position, he/she shall be eligible for all applicable provisions as specified in Article 16.</p>
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Tyler Salloum
For ASPA



Cheryl Carver
For the Employer

Oct 12, 11
Date

12 OCT 11
Date

ARTICLE 16 – LAYOFF

Before any layoff action is taken, the University shall inform ASPA of the action proposed and provide the reasons for the decision. The University shall also provide ASPA with information as the actions are taken.

If administrative staff reductions are necessary, the affected member shall be given written notice of layoff. The University will forward a copy of the layoff notice to ASPA.

No permanent or seasonal member will be laid off as a result of anyone outside the bargaining unit performing a majority of the duties of the laid off member or another member being assigned the majority of the duties of the laid off member.

16.1 Notice

In the event of a layoff the department head will provide written notice to the member, with a copy to ASPA and Human Resources, indicating the reasons for layoff and the effective date of the layoff.

Members with permanent or seasonal status are entitled to notice, based on completed years of continuous service and to be paid at the current monthly salary.

Table 16.1 - Notice Period

Length of Service *	Notice Period
Up to 5 years	1 month
5 years	3 months
6 years up to 10 years	6 months
10 years up to 22	9 months

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Agreed

October 12, 2011

E & O E

Page 1 of 2

years	
22 years	10 months
23 years	11 months
24 years or more	12 months
* Based on full years of continuous service (no pro-ration for partial years). All or a portion of notice may be given as working notice. The member will continue to be paid at their current monthly salary during the working notice period.	

If working notice cannot be given, the member shall receive pay in lieu of notice. The member shall choose monthly or a lump-sum payment (refer to Article 16.6 regarding benefit implications).

Should the member obtain an equivalent job before the notice pay has been exhausted, the member will be paid the unexpended portion of notice as a lump-sum.


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The employment of a member with term status terminates automatically upon expiration of the stated term date, without notice.

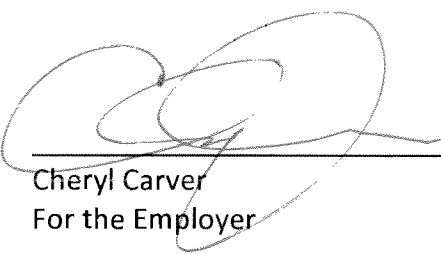
A member with term status whose term position ends prior to its stated expiration date will be provided with one (1) month notice or pay in lieu of notice.



 Tyler Salloum
 For ASPA

Oct 12, 11

 Date



 Cheryl Carver
 For the Employer

12 OCT 11

 Date