

COLLECTIVE AGREEMENT

Between

THE UNIVERSITY OF
SASKATCHEWAN,
UNIVERSITY CLUB

- and -

THE CANADIAN UNION OF PUBLIC
EMPLOYEES
LOCAL #1975



JULY 1, 2014 to JUNE 30, 2017

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THIS AGREEMENT MADE THIS 1st DAY OF July A.D. 2014

BETWEEN: THE UNIVERSITY OF SASKATCHEWAN, UNIVERSITY CLUB

of the First Part.

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 1975

of the Second Part.

PREAMBLE

In recognition of the need for the successful operation of The University of Saskatchewan, University Club, both parties to this agreement agree to cooperate within the spirit and scope of this agreement to promote harmonious relations and settled conditions of employment and to facilitate the peaceful settlement of all disputes and grievances affecting the terms and conditions of employment provided for in this agreement.

ARTICLE 1 - SCOPE

- 1.1 The University of Saskatchewan, University Club, hereinafter referred to as the Employer recognizes the CUPE Local 1975 as the exclusive bargaining agent of the members of the bargaining unit as defined by order of the Saskatchewan Labour Relations Board, dated the 18th day of July A.D., 1989, or as may be further amended from time to time by the said Board or by mutual agreement of the parties to this Agreement. The following positions shall be recognized as being specifically excluded from the scope of this Agreement: General Manager, Office Manager, Food and Beverage Manager and Executive Chef.
- 1.2 Terms: Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context so requires. General Manager refers to the General Manager or their designate.
- 1.3 Types of Employees:
 - 1.3.1 Permanent Full Time Employee: A permanent full time employee is an employee who has been appointed to a full time position and has successfully completed the required probationary period.
 - 1.3.2 Permanent Part Time Employee: An employee appointed to a position designated as a permanent part time, who works less than full time but half time or more on a regular and recurring schedule, and has successfully completed the required probationary period.
 - 1.3.3 Casual Employee: A casual employee is an employee who works on an hourly basis as required, or who temporarily replaces permanent employees.

Accumulated hours of service for casual employees shall be a factor, providing the employee has the required qualifications and demonstrated efficiency in current or previous

positions, in determining promotions, layoffs, temporary or permanent reduction of the workforce and recall.

The Employer will consider hours of service when scheduling casual work, except in emergent circumstances. Casual employees' hours of service shall be posted in July of each year indicating the amount of service as at June 30th of that year.

A casual employee shall lose accumulated hours of service in the event of resignation or dismissal or after an interval of non-employment of greater than sixty (60) days.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 The Management of The University of Saskatchewan, University Club and the direction of the working force is vested exclusively in the Employer except as limited by the terms of this Agreement.

ARTICLE 3 - UNION RECOGNITION

- 3.1 Bargaining Agent: The Employer recognizes, for all of its employees covered by this Agreement, CUPE Local 1975 as the sole and exclusive Collective Bargaining Agent and hereby agrees to negotiate with the Union, or its authorized committees.
- 3.2 Work of the Bargaining Unit: Employees of The University of Saskatchewan, University Club whose jobs are not in the Bargaining Unit shall not regularly work on any jobs which are included in the Bargaining Unit unless mutually agreed upon by the parties to this Agreement. This article does not preclude a member of management from assisting the staff during busy periods.
- 3.3 No Other Agreements: No employee(s) shall be required or permitted to make a written or verbal agreement with the Employer or the Employer's Representatives which may conflict with the terms of this Collective Agreement.
- 3.4 Representative of CUPE: The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when negotiating with the Employer. Such representative(s) may have access to the Employer's premises in order to investigate and assist the settlement of grievances as long as there is no disruption to the regular operation of The University of Saskatchewan, University Club. Arrangement of such access will be made through the General Manager.

ARTICLE 4 - UNION SECURITY

- 4.1 Union Membership: Every employee who is now or hereafter becomes a member of the union shall maintain membership in the union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of employment provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall, as a condition of employment, tender to the union the periodic dues uniformly required to be paid by the members of the Union.

- 4.2 Deduction of Union Dues: The Employer shall deduct as a condition of employment of the employees who are members or who become members of the Union, initiation fees, dues, and such other assessments as the union may direct in writing through its Secretary-Treasurer, from the first paycheque due in each month from each such employee and remit the same prior to the tenth (10th) day of the month following the calendar month in which such deduction is made, to the Secretary-Treasurer of the Union, accompanied by a list of names of all employees for and on behalf of whom such deductions, whether initiation fees, dues or assessments were made, and for what months the individual deductions were made.
- 4.3 Monthly Statements: Monthly statements shall also be forwarded to the Secretary-Treasurer of the Union showing the names of all new employees covered by this Agreement hired during the month, and the date they were employed; also the names of all employees covered by this Agreement who have left the employ of the Employer during the month, and the date of severance.
- 4.4 Interviewing Opportunity: Each new full time employee will be given the opportunity during the first month of employment, within regular working hours, of meeting with his/her Shop Steward for the purpose of joining the Union and becoming acquainted with the rights and responsibilities of membership. Such absence from the workplace will be reasonably brief, and not to exceed one half hour, and taken at a time convenient to both the employee and the General Manager.
- 4.5 Dues Receipts: At the time that Income Tax (T4) slips are made available, the Employer shall provide, on the T4, the amount of Union Dues paid by each union member in the previous year.
- 4.6 Time off for Union Meetings: The Employer agrees to hold discussions with the Union concerning time off for employees to attend union meetings, insofar as the normal operations of The University of Saskatchewan, University Club permit.
- 4.7 Contracting Out: In order to provide job security for the members of the Bargaining Unit, the Employer agrees that it will not reduce pay or benefits or lay off any employee, in order to contract out the duties normally performed by members of the Bargaining Unit. Nor will the Employer replace laid-off employees by contracting out the work which they would perform.
- 4.8 Crossing Picket Lines During a Strike: An employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute provided by doing so it does not result in property damage to The University of Saskatchewan, University Club. This refusal shall not be grounds for disciplinary action, but if the refusal results in the employee not being able to perform his/her normal duties she/he may immediately be taken off payroll until she/he is once again able to perform his/her normal duties. An employee refusing to cross a legal picket line shall be required to advise the General Manager by telephone, or electronically, as soon as possible of this decision.

ARTICLE 5 - USE OF PREMISES

- 5.1 Bulletin Boards: The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. One bulletin board shall be located in the kitchen of The University of Saskatchewan, University Club.

ARTICLE 6 - NO DISCRIMINATION

- 6.1 There shall be no discrimination with respect to any employee as provided in *The Saskatchewan Human Rights Code* (including gender identity) or *The Trade Union Act*.

ARTICLE 7 - VACANCIES AND PROMOTIONS

- 7.1 **Posting:** All vacant positions will be posted in places in the workplace accessible to all employees. Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications shall fit the nature of the position.
- 7.2 **Bidding on Vacant Positions:** All employees shall be entitled to bid for posted vacant positions by means of a written application. A period of seven (7) calendar days will be given to employees to make such application.
- 7.3 **Notice of Results:** The Employer agrees to make every effort to notify applicants of their status as expeditiously as possible following the posting period.
- 7.4 **Basis for Selection:** Vacancies for a permanent position shall be filled through appointment on the basis of greatest seniority, required qualification and efficiency demonstrated in the applicant's current or previous position with the Employer.

Efficiency demonstrated shall be as documented in the employee's file. An employee shall be deemed as demonstrating satisfactory performance if there is no documentation to indicate otherwise.

- 7.5 **Provisional Appointment on Transfer or Promotion:** An employee who accepts a transfer or promotion shall be appointed provisionally for three (3) months during which time his/her performance will be appraised. Such appraisals shall be discussed with the employee.

At the end of the three (3) months if the employee has not performed satisfactorily, or at any time during the period when it becomes evident that the employee is incapable of handling the job, the employee shall be returned to the former position and salary subject to any increment which would have been received had the employee remained in the position. During the provisional appointment, an employee may voluntarily return to the employee's former position without any penalty. An employee who has successfully completed the three (3) month period during which the appointment is provisional shall forfeit his/her right to his/her former position and shall be declared permanent in the position to which transferred or promoted.

ARTICLE 8 - PROBATIONARY PERIOD

- 8.1 Permanent Full-time employees shall be on probation for a period of three (3) months from the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. This probationary period may be extended by a period of up to three (3) months if mutually agreed to by both parties to this Agreement.
- 8.2 Permanent Part-time employees shall be on probation for a three (3) month accumulated work period. The probation period will not extend beyond six calendar months. During the

probationary period, the employee shall be entitled to all rights and benefits of this Agreement. This probationary period may be extended by a period of up to three (3) months if mutually agreed to by both parties to this Agreement.

ARTICLE 9 - SENIORITY

- 9.1 Permanent Employees: Seniority is defined as an employee's continuous service with the Employer. Seniority shall operate on a bargaining unit wide basis. Seniority is a factor in determining promotions, transfers, demotions, layoffs, temporary or permanent reduction of the workforce and recall of permanent employees.
- 9.2 Casual Employees Seniority: See Article 1.3.3
- 9.3 Loss of Seniority: An employee shall lose seniority rights in the event of:
- 9.3.1 Discharge without reinstatement
 - 9.3.2 Resignation, and the employee does not withdraw the resignation by the end of the following working day.
 - 9.3.3 Failure to return to work within eight (8) calendar days following a layoff and after being notified by mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address. An employee recalled for work or employment of short duration at a time when employed elsewhere shall not lose recall rights for refusal to return to work. If an employee is not returning to work, that employee shall so notify the Employer and the Union in writing as soon as possible.
 - 9.3.4 An employee laid off for a period exceeding twelve (12) months.
- 9.4 Seniority Rosters: The Employer agrees to prepare and post in July of each year in places accessible to all employees, a roster showing seniority as to length of service as at June 30th of that year for all employees.
- 9.5 Correction of Seniority Roster: On presentation by an employee or the Union of proof of error in the roster(s) a correction shall be made immediately. Any corrections shall be shown on a supplementary sheet.
- 9.6 Seniority Roster to Union: A copy of the roster shall be forwarded to the Union.
- 9.7 Permanent employees on approved Leave of Absence without pay in excess of thirty (30) days, shall maintain their accrued seniority but shall not accrue additional seniority while on such leave.

ARTICLE 10 - CLASSIFICATION

- 10.1 New Classifications and Positions: The title and rate of pay for any new classification or new position which may hereafter be established shall be subject to negotiation and agreement between the Employer and the Union.

- 10.2 The Employer agrees to supply, at any time it is requested, in regard to any employee or group of employees, a copy of the existing job description, and the name of the employee's immediate supervisor.

ARTICLE 11 - LAYOFF AND RECALL OF PERMANENT EMPLOYEES

- 11.1 Role of Seniority in Lay-offs: Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right has the ability and qualifications to perform the work of the employee with less seniority.
- 11.2 Recall Procedure:
- 11.2.1 Permanent employees shall be recalled in the order of their seniority providing they have the ability and qualifications to do the available work. New employees shall not be hired until those laid off have been given an opportunity of recall.
- 11.2.2 Casual employees: See Article 1.3.3
- 11.3 Notice of Recall: Notice of recall will be forwarded via registered mail to the last known address of the employee, with a copy to the Union. The employee will be given eight (8) calendar days in which to respond.
- 11.4 Notice of Lay-off: If a permanent employee's position(s) is/are to be eliminated, they will be given as much written notice as possible and as required by law, with a copy to the Union. If notice is not given as required, employees will receive pay in lieu, prorated.
- 11.5 Technological Change:
- 11.5.1 General: If the workforce is reduced due to technological change and an employee's job or classification is being eliminated, he/she will be entitled to the rights and benefits conferred by Saskatchewan legislation, and the benefits outlined in Article 11.
- 11.5.2 Other Applicable Clauses: In the event that a permanent employee's position is eliminated due to technological change, the provision of 11.1 will apply.
- 11.5.3 Severance Pay: A permanent employee who loses seniority rights (Article 9.3.4) or whose employment is terminated by the employer because of technological change will receive severance pay on the basis of one (1) weeks pay at the employee's current salary for every year or portion of a year's service to a maximum of six (6) months.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

- 12.1 Principle of Innocence and Burden of Proof: The parties agree that an employee is considered innocent until proven guilty. The parties endorse the concept of progressive discipline in situations of poor performance. In case of discharge or discipline the burden of proof of just cause shall rest with the Employer. Evidence presented shall pertain only to the grounds stated in the discharge or discipline notice to the employee

- 12.2 Reprimands And Warnings: Normally, employees will be advised of poor work performance in an informal manner, however if it is necessary to formally reprimand or warn an employee of unacceptable conduct or performance, it will be done with the Shop Steward present at a meeting called by the manager at least five days in advance. If the employee is not available for this disciplinary meeting, the Employer will notify the employee and the Union of the reprimand in writing.

A written notice including particulars of the work performance or behaviour which lead to such dissatisfaction shall, within fourteen (14) calendar days of the called meeting, be forwarded to the employee with copies to the Union. If either of these procedures is not followed the reprimand may not be used against the employee in a warning or dismissal procedure. An employee may respond in writing to the reprimand, and such response will become part of the employee's record. Reprimands or warnings issued will be removed from the employee's file after two (2) years of subsequent employment during which no formal disciplinary action is taken.

- 12.3 Suspension and Discharge: The Employer reserves the right to suspend or discharge an employee for just cause. If no just cause has been proven, the employee shall be reinstated without loss of pay or by any other arrangement deemed appropriate and just through mutual agreement in the grievance procedure or by an Arbitration Board.
- 12.4 Employees shall be advised in advance of disciplinary meetings and shall have the right to have their Steward present at meetings where formal disciplinary action is being taken.

ARTICLE 13 - GRIEVANCES AND ARBITRATION

- 13.1 Definition: A grievance shall be defined as any dispute between the Employer and any employee or the Union regarding the interpretation, meaning, operation, application or alleged violation of the Collective Agreement.
- 13.2 Dispute Referred to Supervisor: An employee(s), before initiating a grievance, shall first refer the matter to their Supervisor.
- 13.3 Grievances must be in writing and signed by the grieving employee. Grievances involving interpretation of this agreement and not involving a specific employee shall be signed by a duly authorized Union official. The grievance shall specify the Article(s) and Section of the Agreement alleged to have been violated and the redress or adjustment requested. The Employer recognizes the Employee's right to be represented by the Union at any meetings with the Employer during the grievance procedure.
- 13.4 Grievance Procedure:
- 13.4.1 If the Union considers the grievance to be legitimate, it shall immediately refer the grievance to the General Manager. In order to be accepted, a copy of the grievance must reach the General Manager within twenty (20) calendar days of the incident which is the subject of the grievance.

Within fourteen (14) calendar days of receiving the grievance, the General Manager shall render a decision in writing.

- 13.4.2 Failing satisfactory settlement above, the Union may, within fourteen (14) calendar days, submit the grievance in writing to the HR Advisory Group.

Within fourteen (14) calendar days of receiving the grievance the HR Advisory Group will meet with the Union and render a decision.

13.5 Arbitration Procedure:

- 13.5.1 Time Limit: In the event that any grievance or matter in dispute has not been settled through the procedure outlined above, the Union may, within fourteen (14) calendar days, submit the grievance or matter in dispute to an Arbitration Board in accordance with this Article.

It is agreed that time is of the essence in reaching a just conclusion to the grievance and arbitration process and, therefore, both parties agree that they will do everything possible to ensure that the selection of the Board and the arbitration proceeds as quickly as possible.

- 13.5.2 Amended Time Limits: Any of the time limits specified for the grievance or arbitration procedure may be amended or waived by mutual agreement of the parties.
- 13.5.3 Composition of the Board: The Arbitration Board shall consist of three (3) members. One shall be named by the Employer and one named by the Union. Each of the parties to this Agreement shall have their respective Board Member selected within seven (7) calendar days of notice being given by either party for the establishment of the Board. The selection of the chairperson of the Board will be done in accordance with 13.5.4.
- 13.5.4 Selection of Chairperson: The parties will endeavour to agree on the selection of a Chairperson within twenty-one (21) calendar days. In the event of their failure to agree on a Chairperson within the time prescribed, they shall notify the Minister of Labour for the Province of Saskatchewan who shall be asked to name a Chairperson.
- 13.5.5 Hearing: The Board, having been formed by the above procedure, shall meet, hear the evidence of both parties, and render a written decision within fourteen (14) calendar days from the completion of taking evidence. The decision of the majority of the Board on the matter at issue shall be final and binding on both parties, but the Board shall not be empowered to add to, subtract from, alter or amend the Collective Agreement in any way.
- 13.5.6 Time Deficiencies: Any Board of Arbitration established pursuant to the grievance procedure shall have the power to hear any arguments as to whether, in order to avoid consideration of substantive issues, time limits set forth in the grievance procedure have been unreasonably enforced. The Board may decide to deal with the case placed before it, despite such minor time deficiencies.
- 13.5.7 Disposal of Grievances: Subject to 13.5.4 above the Board shall have the power to dispose of any grievance by any arrangement which it deems just and equitable.
- 13.5.8 Expenses: The fees and expenses of the Chairperson shall be shared equally between the parties. Each party shall be responsible for the costs, fees and expenses of their Board Member.

13.6 General:

- 13.6.1 Facilities for Grievances: The Employer shall provide appropriate space for grievance meetings whenever possible.
- 13.6.2 Authorized Acting Officials: For the purpose of the Grievance Procedure, the persons duly authorized to act for and on behalf of the officials mentioned herein during their absence, shall, similarly be authorized to act in respect to the procedure outlined herein.
- 13.6.3 Representatives of CUPE: In the discussion of grievances with the representatives of the Employer, the Union may at any time be accompanied by a representative of CUPE.
- 13.6.4 Grievances Dealt With During Working Hours: All grievances will be dealt with during working hours, and no employee or employees, who are representatives of the Union will suffer loss of pay by reason of time spent in discussing grievances with the representatives of the Employer.
- 13.6.5 Copies of Documents: In the event of a grievance or disciplinary action, the parties agree upon request, to provide the other party with copies of all documents which they intend to use in regard to the specific grievance or disciplinary action.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.1 Casual Union Leave: The Employer agrees that Leave of Absence without pay, but with maintenance of seniority, may be given to any designated employee or employees for Union business; such leave of absence may be given for a period not exceeding fourteen (14) days as the Union may request; and that at no time will the decision for leave of absence be delayed longer than one week after application has been made for same. The employee(s) concerned shall notify the General Manager as soon as they are aware that such a request is going to be made, so as to not seriously impair the operations of a work area. Whenever possible the General Manager will give the employee an answer at the time the request is made. Such leave will be granted to a maximum of one (1) employee at any one time. Employees on such leave shall return to their former classification, position and salary, subject to any general increases.
- 14.2 Special Leave of Absence: Special leave of absence without pay for good and sufficient reason, may be granted to an employee, but requests therefore must be made in writing to the General Manager stating the reason(s) for such leave. The Union shall be notified of any such leave applied for and the decision rendered. Employee(s) on such leave shall return to their former classification, position and salary, subject to any general increases.
- 14.3 Leave for Jury Duty: When an employee is summoned for jury duty or as a court witness, the employee shall not suffer any loss of salary or wages while so serving, except in situations where testifying on the employee's own behalf. Remuneration paid to the employee by the Court must be turned over to the Employer. However, this will not include expenses paid by the Court.
- 14.4 Leave for Seminars and Conferences: Permanent employees may be granted leave with pay and benefits to attend such meetings in job related areas, and tuition, registration fees, or expenses may also be paid by the Employer.

14.5 Compassionate and Urgent Personal Leave:

14.5.1 Compassionate Care:

Where a permanent employee requires a leave as defined under the EI compassionate care benefit, the employee shall apply in writing to the General Manager indicating the requested date of commencement of the unpaid leave. The Employer agrees to approve such leave as soon as reasonably possible.

14.5.2 Urgent Personal Leave:

If required by circumstances, up to three (3) days of regularly scheduled work days leave without loss of pay and benefits shall be granted to a permanent employee for bereavement or serious illness of a spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, sister-in-law, brother-in-law or other person who would ordinarily be considered a member of the employee's immediate family.

Serious illness need not mean life-threatening and it is understood the seriousness of the illness may be related to the age of the family member. The employee may be required to provide medical evidence of the serious illness.

14.5.3 Pressing Necessity Leave:

A permanent employee shall be granted up to two (2) days pressing necessity leave per year (to be deducted from the employee's sick leave accrual) to attend to matters of pressing necessity which require the employee's involvement.

14.5.4 Requests for Additional Leave:

When circumstances indicate that additional or other time is required for bereavement, compassionate, or for personal reasons, applications should be made in writing as soon as possible and permission may be granted for additional unpaid leave. The General Manager may, at their discretion, under certain circumstances and after the receipt of an application in writing, grant personal leave without pay. At the discretion of the General Manager, urgent personal leave may be granted with pay in extenuating circumstances.

14.6 Maternity/Adoption/Parental Leave:

14.6.1 Service Requirements for Maternity/Adoption/Parental Leave: An employee shall qualify for maternity/adoption/parental leave (leave of absence without pay) after successful completion of the probationary period where applicable. The employer shall not deny the pregnant employee the right to continue employment during her pregnancy provided she can supply a medical certificate as to her fitness to do so, if so requested.

14.6.2 Length of Maternity/Adoption/Parental Leave: Maternity/adoption/parental leave shall cover a period of up to fifty-two (52) weeks in total and may be taken at the employee's discretion before and/or after the birth or adoption of a child.

The leave shall normally be taken within 52 weeks of the birth or adoption of the child.

Unless otherwise specified in the agreement, Maternity Leave will be administered in accordance with the terms of the Labour Standards Act.

14.6.3 Benefits During Maternity/Adoption/Parental Leave: The employee's accumulated vacation leave, at the time the leave commences, shall be retained to the employee's credit.

If the total leave exceeds thirty (30) calendar days, there shall be no additional vacation credits accumulated.

- 14.6.4 Seniority Status During Maternity/Adoption/Parental Leave: The employee shall continue to earn seniority during the leave.
- 14.6.5 Procedures upon Return from Maternity/Adoption/Parental Leave: When an employee decides to return to work after maternity/adoption/parental leave, the employee shall provide the Employer with at least four (4) weeks notice. On return from maternity/adoption/parental leave, the employee shall be placed in the employee's former position, classification and salary, subject to any general salary adjustments. The employee's increment date will be set back by maternity/adoption/parental leave in excess of 52 weeks.
- 14.7 Leave for Court Appearance: In the event that a permanent employee is accused of an offence that is directly related to his/her employment and does not result in disciplinary action which requires a Court appearance, the employee shall be given consideration for a reasonable leave of absence with pay and without loss of seniority or accrued benefits, where applicable, such leave to cover time required for pre-trial legal consultation, court appearance, and pre-trial legal custody.

ARTICLE 15 - HOLIDAYS

- 15.1 Named Holidays: The Employer recognizes the following as paid holidays:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	Saskatchewan Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

In addition, there shall be one (1) additional day per calendar year, to be designated annually by the Employer after consultation with the Union.

- 15.2 Compensation for Holiday Falling on Saturday: When any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following method will apply. The following Monday will be deemed to be the holiday with pay.
- 15.3 Compensation for Holiday Falling on Sunday: When any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following method will apply. The following Monday (or Tuesday, where the preceding clause already applies to Monday) shall be deemed to be the holiday.
- 15.4 Compensation for Working on a Holiday: An employee who works on any of the above holidays shall be paid double time for that shift, in addition to regular monthly salary. The employee may choose to take a portion (up to one (1) day) of the above compensation in time off.

- 15.5 Compensation for Holiday Falling on Worker's Regular Day Off: When the actual day of any of the above holidays falls on a worker's regularly scheduled day of rest, the employee shall:
- 15.5.1 be given an additional day off, or if this is not possible, one (1) additional day's pay.
- 15.5.2 if the employee works, the employee will be paid at the rate of double time (2x). In addition, the employee's day off will be rescheduled to another day by mutual agreement, however, if this is not possible, the employee shall be given one (1) additional day's pay.
- 15.6 Payment of Holiday pay to casual employees in respect to named holidays as specified in this Article shall be in accordance with the University of Saskatchewan and its arrangements under *The Labour Standards Act* and Regulations.

ARTICLE 16 - VACATIONS

- 16.1 Accumulation: Provided seniority is not broken during the first five (5) years of employment, a permanent employee will accumulate one and one-quarter (1 1/4) days vacation for every month of service. At the end of five (5) years of employment, an employee will commence earning vacation leave at the rate of one and two-thirds (1 2/3) days per month. At the end of fifteen (15) years of service, an employee will commence earning vacation at the rate of two and one-twelfth (2 1/12) days per month. At the end of twenty-three (23) years of service, an employee will commence earning vacation at the rate of two and one-half (2 1/2) days per month.

Where a permanent employee commences employment on other than the first day of the month or terminates employment on other than the last day of the month, the employee shall be entitled to:

- full benefits as outlined above, if the employee works more than one-half (1/2) of the month;
- no benefit if the employee works less than one-half (1/2) of the month;
- where an employee terminates and has received no vacation credits for a partial month upon commencement and termination, and where the total of the two partial months exceeds fifteen (15) days, the employee will receive full vacation benefits for one (1) month.

Casual employees shall be paid 3/52's, 4/52's, 5/52's and 6/52's as applicable, of their gross earnings monthly.

- 16.2 Use of Vacation: Employees may use only vacation leave accumulated to the preceding June 30th of the succeeding year. All annual vacations accrued by June 30th of any year shall be taken by June 30th of the succeeding year. (For special circumstances see Article 16.4.)
- 16.3 Vacation Year: The vacation year for purposes of this agreement shall be from July 1st to June 30th of the succeeding year.
- 16.4 Special Circumstances: In special circumstances (such as a planned extended vacation) employees may have consideration given to vacation arrangements outside of Article 16.2 by submitting a written application to the General Manager.

- 16.5 Time of Vacation: Employees, insofar as the regular operation of their work areas permit, will be allowed to take their vacations at the time they request.
- 16.6 Holiday During Vacation: When a holiday falls within an employee's annual vacation, such employee shall be granted one (1) additional day's vacation.
- 16.7 Equal Opportunities: As far as possible, annual vacation shall be arranged to secure equal opportunities of advantageous periods to all employees without regard to seniority where applicable.
- 16.8 Approved Absence During Vacation: Where in respect of any period of vacation leave, an employee:
 - (a) is granted bereavement leave; or
 - (b) is granted short term disability as a result of being seriously ill, injured or hospitalized, provided this is verified by a medical certificate; or
 - (c) is granted other approved leave of absence;

the period of vacation so displaced shall, if requested by the employee, be either added to the vacation period or reinstated for use at a later date.

ARTICLE 17 - SICK LEAVE

- 17.1 Sick Leave Defined: Sick leave means the period of time a permanent employee is absent from work with full pay by virtue of being sick or disabled, quarantined by a duly authorized medical person, or under examination or treatment by a physician including donation of organs, chiropractor, or dentist, donating blood, or because of an accident for which compensation is not payable under *The Workers' Compensation Act*. Employees are expected to schedule medical or dental appointments outside of work hours if possible.

For the period of sick leave, the employee will receive full pay for hours scheduled, except where an employee identifies to the General Manager, within sixty (60) calendar days, that the shift exceeded the hours scheduled up to a maximum of the regular hours of work as defined in Article 23.2.6.

- 17.1.1 Two Week Waiting Period:
Subject to the availability of sick leave credits, sick leave may be used to offset the two week waiting period for eligibility of receipt of federal employment insurance maternity leave benefits for the birth mother or primary caregiver.

- 17.2 Rate of Accumulation: All permanent employees will accumulate sick leave on the regular hours stated for their classification.

Where Regular Weekly Hours Are:	Hours per Month Accumulated:
40	8

All other part-time permanent employees will accumulate credits on a pro-rata basis.

- 17.3 Proof of Illness or Disability: A permanent employee may be required to produce a certificate from a medical practitioner for any illness or short term disability in excess of three (3) working

days certifying that the employee was unable to carry out duties due to illness and/or short term disability. The Employer reserves the right to request a medical certificate to be submitted by a medical practitioner certifying that the employee is able to return to work.

- 17.4 Notification of Illness or Injury: An employee who is absent from duty on account of injury or illness shall notify a member of management as soon as possible indicating the probable length of absence.
- 17.5 Compensation from a Third Party: When a permanent employee is compensated by a third party for loss of salary due to complete or partial disability resulting from illness or accident, the Employer will pay the difference between the employee's regular monthly pay and the payment, computed on a monthly basis, made by the third party during the period of disability.
- 17.6 Investigation of Accidents: The Occupational Health and Safety Committee members shall be notified of serious accidents or injuries to any employee and the scene shall be investigated as soon as possible. The Employer agrees to provide the Union with copies of all Workers' Compensation Board reports.
- 17.7 Injury Pay Provisions: Any employee who is injured at work and is required to leave for treatment or is sent home by their supervisor or attending Physician as a result of such injury, shall receive pay for that time off if necessary for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.
- 17.8 Transportation of Accident Victims: Transportation from the premises of the Employer to the nearest physician, hospital or home will be provided at the expense of the Employer for any employee incapable of using their normal form of transportation, except when compensated for transportation by a third party.

ARTICLE 18 - EMPLOYEE BENEFIT PLANS

- 18.1 The University of Saskatchewan, University Club agrees to enroll all eligible permanent employees in an Employee Benefit Plan, after six months of continuous employment.
- 18.2 Eligibility: All eligible permanent employees shall be enrolled in an Employee Benefit Plan funded by the Employer, according to the terms of the Plan. Those Plan components are:
1. Life Insurance
 2. Long Term Disability
 3. Health Spending Account (HSA)
- 18.3 Registered Retirement Savings Plan Contributions: Each permanent employee will contribute 6% of his or her gross earnings to a Registered Retirement Savings Plan (RRSP). The Employer will match these contributions and submit the funds on the employee's behalf to the agreed upon Plan Provider.
- 18.4 Benefits while on Disability:
- 18.4.1 An employee drawing benefits from the Long Term Disability Plan will retain coverage in the Employee Benefit Plan at the same rate as before drawing benefits. If the absence is less than thirty (30) calendar days, the employee will accumulate vacation credits, and the increment date will remain the same. If the period outlined above is thirty (30) or

more calendar days, the employee will not accumulate vacation credits and will have the increment date adjusted accordingly.

18.4.2 An employee who returns to work after being on disability and who is able to satisfactorily carry out the duties of the classification which was held immediately prior to the commencement of the disability, will be placed in the position the employee left, or if that is not possible in one with the same classification as that previously held.

18.5 Benefits During Leave of Absence for Employees:

18.5.1 An employee who is drawing benefits from the Long Term Disability Plan will be deemed to be on Leave of Absence for the application of Articles 18.5.2 and 18.5.3.

18.5.2 If a leave of absence for an employee (except as provided in Article 14.1 and 14.3) is less than thirty (30) calendar days, the employee will accumulate vacation credits, and the increment date will remain the same. If the period outlined above is thirty (30) or more calendar days, the employee will not accumulate vacation credits and the increment date will be adjusted accordingly.

18.5.3 Employee Benefits while on Leave: If an Employee is on an approved leave, benefit coverage may be continued if the employee pays all premiums due.

18.6 Health/Wellness Spending Account: Permanent employees are eligible to receive a Health/Wellness Spending Account (HWSA). Funds in the Health Spending Account are used to reimburse health, dental, optical and other non-taxable health expenses incurred by the employee, their spouse and dependent children, upon provision of appropriate receipts.

Funds in the Wellness Spending Account are used to reimburse wellness-related expenses for the employee, and upon provision of appropriate receipts. Such reimbursement is conserved a taxable benefit. Qualification of activities for the Wellness Spending Account will be in accordance with the Employer guidelines.

Upon eligibility and upon July 1st each year thereafter the employer will contribute an amount of five hundred and fifty dollars (\$550) for each permanent employee. The employee will advise the Employer by July 30th of the distribution of the funds between the two accounts. Failure to advise of distribution by July 30th will result in all funds being deposited in the Health Spending Account.

If there is a credit remaining in an employee's HWSA at the end of the year (June 30th), it will be carried forward to the next benefit year. Credits may not be carried forward more than one benefit year.

ARTICLE 19 - OCCUPATIONAL HEALTH AND SAFETY

19.1 Co-operation on Safety: It is agreed that the Employer, the Union, the employees and all levels of supervision will co-operate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures.

19.2 Safety Committee Pay Provisions: The Occupational Health and Safety Committee shall hold meetings and regular inspections to deal with all unsafe, hazardous or dangerous conditions.

Representatives of the Union shall suffer no loss of pay for attending such meetings or inspections. Minutes of all committee meetings and inspection reports shall be provided to the Union.

- 19.3 Safety Measures: Employees working in any hazardous or dangerous jobs shall be supplied with the necessary materials as required by safety regulations or determined by the Occupational Health and Safety Committee to be more favourable to the employee(s).
- 19.4 No Disciplinary Action: No employee shall be disciplined for refusal to work on a job or to operate any equipment which, in the opinion of the employee(s) or any member of the Safety Committee, is unsafe, until an Occupational Health Officer or Occupational Health Committee established under the Occupational Health Act, 1972, has investigated the matter or situation, or until sufficient steps have been taken so that the employee has reasonable grounds for believing that the duty or duties are no longer dangerous.

ARTICLE 20 - RESPECTFUL WORKPLACE

- 20.1 The Union and the Employer are committed to a respectful workplace, free of harassment.
- 20.2 Harassment is defined consistent with Sec. 3(1) of *The Occupational Health and Safety Act, 1993* (as amended October 1/07).
- 20.3 An employee who believes he or she has been harassed shall have access to the Employer's respectful workplace/discrimination and harassment policy and the grievance procedure. The following protocol shall apply:
- (a) The employee making a complaint may choose to register it under the Employer's policy as well as via the grievance procedure. However, the policy process will proceed first.
 - (b) In the event the policy process does not address the complaint to the employee's satisfaction, the grievance will be heard pursuant to Article 13.4.2 with no issue of timeliness provided it was filed pursuant to Article 13.4.1.
 - (c) An employee making such complaint shall have the right to have a Union representative present at any related meeting with the Employer.
 - (d) The Employer, the employee making such complaint and the Union agree that they will protect the confidentiality of all persons involved to the greatest extent possible in the circumstances.

ARTICLE 21 - MISCELLANEOUS

- 21.1 Itemized Statement: The Employer will provide, on each payday, to each employee, an itemized statement of wages, showing the month, hours, rates and deductions.
- 21.2 Clerical Errors: Clerical errors made relative to an employee's salary or fringe benefits will be adjusted.

- 21.3 Coffee Breaks: Employees who work full days will be permitted two fifteen (15) minute coffee breaks or one half (1/2) hour per day. Employees who work half days are entitled to one 15 minute coffee break. Unused coffee breaks may not be used to alter hours of work in any day. Breaks will be arranged to maintain at least minimal service in any area at the discretion of a member of management.
- 21.4 Rules and Regulations: When the Employer introduces new rules or regulations concerning employee's conduct on the Employer's premises or during working hours, copies will be posted and also forwarded to the Union Office. Such rules and regulations will not be inconsistent with any Article of the Union Agreement.
- 21.5 Uniforms and Protective Clothing:
- 21.5.1 Uniform items such as aprons for serving staff and kitchen whites for cooking staff will be provided to employees in food services.
- 21.5.2 Adequate protective clothing will be provided by the Employer when the duties performed by an employee are abnormal which would result in the employee's clothing being destroyed or rendered unfit for further use.

ARTICLE 22 - INCREMENTS

- 22.1 Increment Dates: Increment dates for employees shall date from the first day of the month nearest to the anniversary date of employment. When an employee is reclassified or promoted to a new position, subsequent increments shall be dated from the first day of the month nearest to the date of change of position unless otherwise mutually agreed to. Casual employees are entitled to receive an increment on an accumulated service basis as set out in Schedule A.
- 22.2 Mid-Point: The mid-point of the month shall be deemed to be midnight between the 15th and 16th day of any month.

ARTICLE 23 - HOURS OF WORK AND SPECIAL PAY PROVISIONS

Schedules for all employees will be posted fourteen (14) days in advance in a place accessible to employees.

- 23.1 Normal hours of work for permanent full-time, part-time and casual employees shall be eight (8) hours per shift and forty (40) hours per week.
- 23.2 Overtime:
- 23.2.1 Overtime: Employees shall be paid time and one-half (1 1/2) for the first four (4) hours and double time (2x) thereafter for all time worked in excess of the stated regular hours of work for their classification, as stipulated in Article 23.1. Employees who work less than full days will not receive overtime until their work exceeds the stated regular hours of work for their classification.
- 23.2.2 All overtime which is paid by the Employer must be authorized by the General Manager. Except in emergency situations, such overtime must be authorized in advance.

- 23.2.3 Employees shall notify the General Manager within sixty (60) calendar days if their overtime has not been paid.
- 23.2.4 If an employee has left the place of work and is not aware of being required to work overtime and is called back for overtime work, the employee shall be paid a minimum of two (2) hours at overtime rates.
- 23.2.5 Where an employee is required to work continuously beyond his/her normal quitting time in excess of two (2) hours, or is required to return to work for overtime purposes for a period in excess of four (4) hours, the Employer agrees to provide a suitable meal.
- 23.2.6 The Employer may request any employee to work in excess of the normal hours of work in Article 23.1 to a maximum of forty-eight (48) hours in one week before overtime is incurred, providing that the average number of hours worked by that employee over any period of two weeks does not exceed two times (2X) the normal hours of work.
- No employee shall receive less than an eight (8) hour break between shifts without payment of overtime. Overtime will be paid at the rates stipulated in Article 23.2.1 on any hour worked before the eight (8) hour break time has elapsed.
- 23.3 The Employer agrees that where possible and subject to the safe and efficient operation of The University of Saskatchewan, University Club, shift scheduling will be kept to a minimum of persons required on holidays, Saturdays and Sundays.
- 23.4 Calculation of Part Month's Salary: When it is necessary to calculate pay due or deducted from an employee, such pay shall be computed by multiplying the hourly rate by the actual number of hours worked. An employee's work week is based on forty hours.
- 23.5 Should an employee be scheduled to work on any election day when closure is mandatory, they will not suffer any loss of pay as long as they report to work and work the scheduled hours.
- 23.6 Any employee whose shift does not end until after midnight, shall be entitled to free transportation to their place of residence, and shall be compensated upon the presentation of a valid receipt.
- 23.7 Pay for Temporary Performance of Higher Level Duties: An employee expected to perform the duties of a higher level position, either in or out of scope of the bargaining unit, will be assigned those duties in writing by a Manager and additional compensation will be provided. When such an appointment is for a period in excess of three (3) consecutive days, a total of seven (7) non-consecutive days in a pay period, or at the discretion of management for anything of a lesser period, the employee will be paid the rate of pay for the higher level position.

ARTICLE 24 - THE AGREEMENT

- 24.1 Duration: This Agreement shall be effective from July 01, 2014 and shall remain in force and effect up to June 30, 2017 and from year to year thereafter, but either party may, not less than thirty (30) days nor more than sixty (60) days prior to the termination date hereof, give notice in writing to the other party to negotiate a revision thereof.
- 24.2 Conflicting Laws: If any provision of this Agreement or of any Collective Agreement made in pursuance thereof is found to be contrary to the provisions of any law, now or hereafter enacted,

this Agreement will not be abrogated, but it is subject to such amendments as may be necessary to bring it into conformity with the law.

IN WITNESS THEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS

TO BE EXECUTED THIS 01 DAY OF May, A.D. 2014.

THE UNIVERSITY OF SASKATCHEWAN, UNIVERSITY CLUB,

Represented by:

Lesouwil

Harold Adams

Donna Bram

WITH RESPECT TO THE SIGNATORY
ON BEHALF OF THE UNIVERSITY
OF SASKATCHEWAN, UNIVERSITY CLUB.

Mary A. Pat
PRESIDENT,
Board of Directors

THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS
LOCAL NO. 1975 THE UNIVERSITY
OF SASKATCHEWAN, UNIVERSITY CLUB,

Represented by:

Deputy

WITH RESPECT TO THE SIGNATORY
ON BEHALF OF THE UNION

L. Lamow
ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES

SCHEDULE "A"
PAY GRID

JULY 1, 2014 – 1.50%

Permanent Part-time	Start	6 Months	1 Year	2 Year	3 Year
Sous Chef	17.11	17.37	17.64	18.31	18.86
Supervisor	14.55	14.66	14.77	15.38	15.80
Garde Mange/Pastry Chef	14.69	14.80	15.01	15.51	15.96
Kitchen Porter	11.22	11.48	11.65	11.99	12.32

Casual	Start	After 300 Hours	After 800 Hours	After 1100 Hours
Prep Cook	11.01	11.33	11.75	12.03
Server	11.31	11.61	11.99	12.34
Kitchen Porter	11.31	11.53	11.75	12.00

JULY 1, 2015 – 1.50%

Permanent Part-time	Start	6 Months	1 Year	2 Year	3 Year
Sous Chef	17.24	17.50	17.91	18.59	19.14
Supervisor	14.55	14.69	15.07	15.61	16.04
Garde Mange/Pastry Chef	14.58	14.80	15.23	15.74	16.20
Kitchen Porter	11.31	11.57	11.83	12.17	12.51

Casual	Start	After 300 Hours	After 800 Hours	After 1100 Hours
Prep Cook	11.18	11.50	11.93	12.21
Server	11.48	11.79	12.17	12.53
Kitchen Porter	11.48	11.70	11.93	12.18

JULY 1, 2016 – 2.0%

Permanent Part-time	Start	6 Months	1 Year	2 Year	3 Year
Sous Chef	17.41	17.68	18.40	18.96	19.53
Supervisor	14.70	14.84	15.37	15.92	16.36
Garde Mange/Pastry Chef	14.73	14.95	15.54	16.06	16.52
Kitchen Porter	11.71	11.80	11.95	12.41	12.76

Casual	Start	After 300 Hours	After 800 Hours	After 1100 Hours
Prep Cook	11.40	11.73	12.17	12.46
Server	11.71	12.03	12.41	12.78
Kitchen Porter	11.71	11.93	12.17	12.42

