

# APPENDIX 1

## Proposed USFA Language

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This appendix contains the new formal contract language intended to support the Revised Offer of Settlement provided to the employer by the USFA Negotiating Team on February 21, 2007.

In the following pages, the existing language of the Collective Agreement article is shown in the left column, whereas the revised wording is shown in the right column. Completely new articles are highlighted as such.

Insertions in the revised language are shown in bold; deletions are marked as [ ].

This is the customary manner in which language proposals are submitted during bargaining.

<p>9.3 An employee who refuses to cross a picket line established by another certified bargaining agent in consequence of a strike shall not be in breach of this Agreement, and shall not be subject to any disciplinary action other than loss of pay.</p>	<p>9.3 An employee who refuses to cross a picket line established by another certified bargaining agent in consequence of a strike shall not be in breach of this Agreement, and <b>shall be subject to loss of pay but</b> shall not be subject to any disciplinary action [ ].</p>
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NEW

- 10.10 The Employer and the Association agree that the faculty member elected to the Board of Governors by the faculty members of the General Academic Assembly shall provide such information as may be requested by any faculty member.

<p>13.1.4 Special Lecturers. The special lecturer rank is used for appointments made to accommodate the special requirements of the employee, the Employer, or both and for which the specific salary and other terms and conditions of employment have been approved by the Joint Committee for the Management of the Agreement. An appointment to the rank of Special Lecturer is a limited term appointment. A Special Lecturer who enters a probationary appointment immediately or within three years after the cessation of the appointment as Special Lecturer shall have the length of the period of probation determined by the Joint Committee for the Management of the Agreement.</p>	<p>13.1.4 Special Lecturers. The special lecturer rank is used for appointments made to accommodate the special requirements of the employee, the Employer, or both and for which the specific salary and other terms and conditions of employment have been approved by the Joint Committee for the Management of the Agreement. <b>The Special Lecturer rank is in scope of the Association.</b> An appointment to the rank of Special Lecturer is a limited term appointment. A Special Lecturer who enters a probationary appointment immediately or within three years after the cessation of the appointment as Special Lecturer shall have the length of the period of probation determined by the Joint Committee for the Management of the Agreement.</p>
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<p>13.5.3 <u>Letter of Appointment.</u> After an appointment has been approved by the Appointments Committee, the President or the President's designate shall send a letter offering an appointment to the candidate containing information as listed below. The letter of appointment shall specify conditions of employment agreed upon by the Appointments Committee which shall in no case be inconsistent with the terms and conditions of this Agreement. Except in the case of a reappointment, an offer of employment cannot be made at a salary above the ceiling for that rank according to Article 19.3.</p> <ul style="list-style-type: none"> <li>(i) salary, rank and incremental position within the salary range of the rank or, in exceptional circumstances, salary and rank. All exceptional circumstances will be reported to the Association, and in no case shall the salary be outside of the normal salary range of the rank;</li> <li>(ii) department, College or other administrative unit to which the candidate is to be appointed;</li> <li>(iii) outline of duties of the appointment;</li> <li>(iv) type of appointment;</li> <li>(v) length of initial probationary appointment or length of term if a limited term appointment;</li> <li>(vi) date of appointment;</li> <li>(vii) any other terms and conditions of employment pertaining to the appointment;</li> <li>(viii) a copy of this Agreement.</li> </ul>	<p>13.5.3 <u>Letter of Appointment.</u> After an appointment has been approved by the Appointments Committee, the President or the President's designate shall send a letter offering an appointment to the candidate containing information as listed below. The letter of appointment shall specify conditions of employment agreed upon by the Appointments Committee which shall in no case be inconsistent with the terms and conditions of this Agreement. Except in the case of a reappointment, an offer of employment cannot be made at a salary above the ceiling for that rank according to Article 19.3. <b>A copy of the letter of appointment shall be provided to the Association.</b></p> <ul style="list-style-type: none"> <li>(i) salary, rank and incremental position within the salary range of the rank or, in exceptional circumstances, salary and rank <b>and the reasons for the salary, rank, and incremental position.</b> All exceptional circumstances will be reported to the Association, and in no case shall the salary be outside of the normal salary range of the rank;</li> <li>(ii) department, College or other administrative unit to which the candidate is to be appointed;</li> <li>(iii) outline of duties of the appointment;</li> <li>(iv) type of appointment;</li> <li>(v) length of initial probationary appointment or length of term if a limited term appointment;</li> </ul>
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<p>The Employer shall inform the Association within a reasonable time of the terms and conditions of each appointment in a form approved by the Joint Committee for the Management of the Agreement for that purpose.</p>	<ul style="list-style-type: none"> <li>(vi) date of appointment;</li> <li>(vii) any other terms and conditions of employment pertaining to the appointment;</li> <li>(viii) a copy of this Agreement.</li> </ul> <p>The Employer shall inform the Association within a reasonable time of the terms and conditions of each appointment in a form approved by the Joint Committee for the Management of the Agreement for that purpose. <b>The letter of appointment constitutes the only document that may contain the terms and conditions of each appointment and may only be amended in accordance with Article 11.2.3.</b></p>
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<p>16.1 An employee shall be considered formally for promotion to the next rank if:</p> <ul style="list-style-type: none"> <li>(i) the employee is an Instructor whose salary is five or more Career Development Increases above the salary floor for that rank, or who has received a total of five Career Development Increases and Special Salary Increases;</li> <li>(ii) the employee is a Lecturer whose salary is five or more Career Development Increases above the salary floor for that rank, or who has received a total of five Career Development Increases and Special Salary Increases;</li> <li>(iii) the employee is an Assistant Professor whose salary is five or more Career Development Increases above the salary floor for that rank, or who has received a total of five Career Development Increases and Special Salary Increases in that rank;</li> <li>(iv) the employee is an Associate Professor whose salary is six or more Career Development Increases above the salary floor for that rank, or who has received a total of six Career Development Increases and Special Salary Increases in that rank.</li> <li>(v) the employee is a librarian or an extension specialist whose salary is five or more Career Development Increases above the salary floor for that rank, or who has received a total of five Career Development Increases and Special Salary Increases in that rank.</li> </ul>	<p>16.1 An employee shall be considered formally for promotion to the next rank if [ ] <b>the salary of the employee is four or more Career Development Increases above the salary floor of the present rank.</b></p> <p>Any employee may request, in writing, that consideration of promotion be deferred for that year. An employee also may request, in writing, that consideration of promotion be deferred indefinitely until the employee requests, in writing, to be reconsidered, in accordance with Article 16.7 (i).</p>
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<p>Any employee may request, in writing, that consideration of promotion be deferred for that year. An employee also may request, in writing, that consideration of promotion be deferred indefinitely until the employee requests, in writing, to be reconsidered, in accordance with Article 16.7 (i).</p>	
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<p>16.3 <u>Salary Increases on Promotion.</u> When an employee is promoted, the employee's total salary increase shall not be less than an amount equal to the sum of the salary scale adjustment plus the Career Development Increase of the rank from which the employee has been promoted.</p>	<p>16.3 <u>Salary Increases on Promotion.</u> When an employee is promoted, the employee's total salary increase shall not be less than an amount equal to the sum of the salary scale adjustment plus the Career Development Increase of the rank [ <b> ] to</b> which the employee has been promoted.</p>
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<p>18.4 Search Committee. A Search Committee shall be established in the Library whenever a vacancy for a librarian or an administrative position becomes known. The committee shall consist of the University Librarian, or the University Librarian's designate, who shall be chair, the person in an administrative position in the Library to whom the new appointee will directly report, and three librarians elected from among and by all librarians with tenure. An alternate shall also be elected from among and by all librarians with tenure. This person shall be available to serve on searches where a member of the Search Committee must be absent through protracted illness, lengthy absence from the University, or conflict of interest. The length of term of elected members shall be specified so as to ensure a reasonable turnover of membership.</p>	<p>[ ]</p>
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Article 19.3.1 Schedule of Salaries

July 1, 2004 - June 30, 2005 - Existing Grid

	Floor	Full-Size Increments	Partial-Size Increments	Ceiling
Professor	81045	2429 x 8	1619 x 3	105334
Assoc Prof & Extn Spec. IV	64961	2127 x 10.5	1418 x 3	91551
Asst Prof & Extn Spec. III	52494	2127 x12	n/a	78019
Lecturer & Extn Spec. II	41807	1387 x 12	925 x 3	61227
Instructor & Extn Spec. I	32867	1387 x12	925 x 3	52286
Librarian IV	64961	2127 x 10	1418 x 3	90487
Librarian III	57352	1979 x 10	1418 x 3	78124
Librarian II	49332	1685 x 8.5	1685 x 3	67024
Librarian I	41807	1387 x 8.5	925 x 3	56372

July 1, 2005 - June 30, 2006

	Floor	Full-Size Increments	Partial-Size Increments	Ceiling
Professor	85903	2429 x 8	1619 x 3	110192
Assoc Prof & Extn Spec. IV	73469	2127 x 8.5	1418 x 3	95803
Asst Prof & Extn Spec. III	61002	2127 x1 0	n/a	82272
Lecturer & Extn Spec. II	47355	1387 x 10	925 x 3	64000
Instructor & Extn Spec. I	38415	1387 x1 0	925 x 3	55060
Librarian IV	73469	2127 x 8	1418 x 3	94739
Librarian III	65268	1979 x 8	1418 x 3	82086
Librarian II	56072	1685 x 6.5	1685 x 3	70394
Librarian I	47355	1387 x 6.5	925 x 3	59146

All employees receive two full increments on scale in their rank in addition to regular CDI entitlement; delete bottom two increments in each rank (except professor).

July 1, 2006 - June 30, 2007

	Floor	Full-Size Increments	Partial-Size Increments	Ceiling
Professor	95619	2429 x 6	1619 x 3	115050
Assoc Prof & Extn Spec. IV	81977	2127 x 6.5	1418 x 3	100557
Asst Prof & Extn Spec. III	69510	2127 x 8	n/a	86526
Lecturer & Extn Spec. II	52903	1387 x 8	925 x 3	66774
Instructor & Extn Spec. I	43963	1387 x 8	925 x 3	57834
Librarian IV	81977	2127 x 6	1418 x 3	98993
Librarian III	73184	1979 x 6	1418 x 3	86044
Librarian II	62812	1685 x 4.5	1685 x 3	73764
Librarian I	52903	1387 x 4.5	925 x 3	61920

All employees receive two full increments on scale in their rank in addition to regular CDI entitlement; delete bottom two increments in each rank. Anyone below the floors is brought to new floor.

**MEMORANDUM OF AGREEMENT NO. \_\_  
SALARY GRID REFORM**

The parties agree that the following shall be the process for implementing salary grid reform:

Track merit money received after June 30, 2005 for all ranks separately before doing the grid reform, except for Professor and Librarian IV; track merit money separately before doing grid reform for Professor and Librarian IV from the point of promotion to those ranks.

All employees shall receive regular CDI entitlement in all three years of the Collective Agreement in addition to other increases in base salary.

Any employee who base salary after this reform exceeds the ceiling of any rank shall retain the higher salary.

All existing employees are placed on the new grid at the next highest increment. A reform fairness adjustment is added to the base salary of all employees such that the total amount of money (including the 4 increment scale increase from the previous two years) added to the base salary of each employee over the three period year period from 2005-06 to 2007-08 is according to the following schedule:

Librarian I & II:	\$12,500
Librarian III:	\$13,500
Librarian IV:	\$14,500
Instructor & Extn Spec. I	\$12,500
Lecturer & Extn Spec. II	\$12,500
Asst Prof & Extn Spec. III	\$13,500
Assoc Prof & Extn Spec. IV	\$14,500
Professor	\$15,500

July 1, 2007-June 30, 2008

	Floor	Full-Size Increments	Ceiling
Professor	98783	2429 x 5	113357
Assoc Prof & Extn Spec. IV	86584	2429 x 5	101158
Asst Prof & Extn Spec. III	74493	2429 x 5	89067
Lecturer & Extn Spec. II	57490	2429 x 5	72064
Instructor & Extn Spec. I	50203	2429 x 5	64777
Librarian IV	86584	2429 x 5	101158
Librarian III	76868	2429 x 5	91442
Librarian II	64723	2429 x 3	74439
Librarian I	55007	2429 x 3	64723

All employees hired effective July1, 2007 shall be placed on this grid.

Recognizing that grid reform is complex, anomalies in any individual employee's salary created by the creation of this new salary grid shall be reported to JCMA and the salary of the individual employee adjusted so as to create fairness within each rank, relative to time of hire and relative to other existing employees in that rank.

<p>19.5.4 Employees in the College of Veterinary Medicine who have received extra compensation for the care of animals and other duties shall continue to be paid according to past practices, unless otherwise approved by the Joint Committee for the Management of the Agreement.</p>	<p>19.5.4 Employees in the College of Veterinary Medicine who have received extra compensation for the care of animals and other duties shall continue to be paid according to past practices, unless otherwise approved by the Joint Committee for the Management of the Agreement. <b>Where such employees are called back to work to perform these duties, they shall be entitled to be paid at the rate of one and one-half times their regular rate of pay for the time involved.</b></p>
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NEW

19.5.7 Where an employee is required to maintain a professional qualification as a condition of the letter of appointment or as a part of the employee's assigned duties, the employer shall pay the necessary fees and, where applicable, insurance in respect of such qualification to a maximum of \$1500 per academic year.

## 21. SABBATICAL LEAVE

21.1 Purpose. Sabbatical leaves are intended for academic study, research, writing, and similar activities. Sabbatical leaves provide a means by which employees increase their knowledge, further their research, stimulate intellectual interests, strengthen their contacts with the world-wide community of scholars, thus enhancing their contribution to the University on their return. Employees on sabbatical leave are encouraged, but not required, to leave the University during part or all of their period of leave. Sabbaticals are not granted to permit study for a degree considered to be qualification for regular appointment unless the Sabbatical Leave Committee is satisfied that all requirements of the degree will be met during the period of the leave.

21.2 Sabbatical Leave Committee. The University shall have a Sabbatical Leave Committee to determine which sabbatical leave applications are acceptable and which are not acceptable. The Committee shall consist of the Vice-President Academic and Provost, or the Vice-President Academic and Provost's designate, who shall be Chair, the Dean of Graduate Studies and Research, five employees named by the President, and two Faculty Association observers. The five employees named by the President and the two observers named by the Association shall have been on sabbatical leaves during their careers. Employees applying in the current year for sabbatical leave shall not be eligible for service on the Sabbatical Leave Committee.

21.3 Powers of the Sabbatical Leave Committee. The Sabbatical Leave Committee shall:

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### [DELETE CURRENT 21.2 - 21.4.3 AND RENUMBER SUBSEQUENT ARTICLES]

21.2 Criteria for Sabbatical Leaves. A sabbatical leave shall be an **entitlement** in all cases where the **employee** is eligible for a sabbatical leave as specified in Article 21.3, and has put forward a sabbatical leave project **in respect of**:

- (i) research and scholarly work; or
- (ii) teaching; or
- (iii) clinical practice; or
- (iv) extension activities; or
- (v) other work related to the applicant's University duties.

21.3 Eligibility for Sabbatical Leave.

21.3.1 An employee with tenure shall first be eligible to be considered for a sabbatical leave after six years of service at the University provided that in each of the six years the employee

<p>(i) receive and review all sabbatical leave applications;</p> <p>(ii) invite Department Heads and Deans to comment upon all applications from their departments or Colleges;</p> <p>(iii) request additional information from individuals whose applications need clarification;</p> <p>(iv) consider the applicant's past sabbatical leave performance;</p> <p>(v) determine which applications are acceptable and which are not acceptable in accordance with Article 21.5.</p> <p>21.4 <u>Sabbatical Leave Appeal Committee.</u> A single Sabbatical Leave Appeal Committee shall be established each year to consider and determine all appeals from employees whose applications for sabbatical leave were determined to be not acceptable or whose applications for a sabbatical leave research grant (Article 21.12) have been denied. Employees applying in the current year for sabbatical leave shall not be eligible for service on the Sabbatical Leave Appeal Committee.</p> <p>21.4.1 <u>Selection.</u> The Sabbatical Leave Appeal Committee shall consist of an employee designated by the Vice-President Academic and Provost, as Chair, and four other employees chosen by lot from the Appeals Panel (Article 15.10.5.2). A fifth person shall be chosen by lot from the Appeals Panel as alternate. The five employees shall have taken a sabbatical leave at some time during their employment at the University of Saskatchewan. No member of the Sabbatical Leave Appeal Committee shall have been a member of the Sabbatical Leave Committee which considered the</p>	<p>had tenure or the year was counted as a year of probationary service in earning tenure. An employee shall also be eligible to apply for a six-month sabbatical leave after an additional three years of service or a six-month or twelve-month sabbatical leave after an additional six years of service following the date of completion of the employee's last sabbatical leave.</p> <p><b>21.3.2</b> The years of service which generate eligibility need not have been continuous but educational leave and other leaves of absence normally shall not count as qualifying service. Qualifying service during maternity, <b>parental, adoption or primary caregiver</b> leave is set out in Article 22.7.1.10. Absence from duties, other than educational leave and the first year of each maternity, <b>parental, adoption or primary caregiver</b> leave, for a period in excess of three consecutive years nullifies previously accumulated qualifying service. Individual or accumulated periods of approved leave of less than six months' total duration within an academic year shall not be deleted from an employee's eligible service. If an employee is appointed after July 1 but prior to January 1, the partial year shall count as a full year for the purpose of determining sabbatical leave eligibility. If an employee is appointed on or after January 1 but before July 1, the partial year shall count as a half-year for the purpose of determining sabbatical leave eligibility.</p> <p><b>21.3.3</b> With the approval of the Dean, an employee may apply and be considered for a twelve-month sabbatical leave [ ] or a six-month sabbatical leave [ ] after five years of service in which case the employee shall be required to complete one additional year of qualifying service, beyond that specified in Article 21.6.1, before being eligible to apply for the next sabbatical leave.</p>
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<p>applications in question.</p> <p>21.4.2 <u>Observers</u>. One observer named by the Faculty Association shall be entitled to be present at all meetings held by the Sabbatical Leave Appeal Committee; that observer shall not have been a member of the Sabbatical Leave Committee which considered the applications in question.</p> <p>21.4.3 <u>Powers</u>. The powers of the Sabbatical Leave Appeal Committee shall be:</p> <ul style="list-style-type: none"> <li>(i) to consider and determine written appeals from individuals whose applications were determined by the Sabbatical Leave Committee not to be acceptable;</li> <li>(ii) to consider and determine written appeals from individuals whose application for a sabbatical leave research grant (Article 21.12) has been denied.</li> </ul> <p>21.5 <u>Criteria for Sabbatical Leaves</u>. A sabbatical leave shall be recommended in all cases where the applicant is eligible for a sabbatical leave as specified in Article 21.6, and has put forward a sabbatical leave project which, in light of the employee's past performance, demonstrates, to the satisfaction of the Committee, that the leave will be of sufficient benefit to the University and to the employee to justify its award. The benefits shall be judged in terms of:</p> <ul style="list-style-type: none"> <li>(i) research and scholarly work; or</li> <li>(ii) teaching; or</li> <li>(iii) clinical practice; or</li> <li>(iv) extension activities; or</li> <li>(v) other work related to the applicant's University duties.</li> </ul> <p>21.6 <u>Eligibility for Sabbatical Leave</u>.</p>	<p><b>21.3.4</b> If all or part of an employee's service is on a part-time basis, the employee's qualifying service shall be based on academic years of service. The sabbatical stipend shall be prorated according to the provisions of Article 21.6.2.</p> <p><b>21.4</b> <u>Allocation of Sabbatical Leaves</u>.</p> <p><b>21.4.1</b> The Dean may postpone for one year the sabbatical leave of an employee with an acceptable sabbatical leave project, if:</p> <ul style="list-style-type: none"> <li>(i) The number of [ ] applications in any College exceeds 1/8 x the number of tenured faculty.</li> <li>(ii) An adequate replacement cannot be found for an employee.</li> <li>(iii) An adequate replacement cannot be found after consultation by the Dean of Medicine with the Physician Vice-President or designate of the Physician Vice-President representing the board of the health region, for an employee who requires hospital privileges to perform the employee's assigned duties.</li> </ul> <p>Such an employee shall have first claim on sabbatical leave in subsequent years. The year of postponement shall count as a year of qualifying service for the employee's next sabbatical leave.</p> <p><b>21.4.2</b> An employee who has been granted a sabbatical leave may cancel such leave before 1 May of the year in which the leave is granted if the leave is to begin July 1 or before 1 November if the leave is to begin January 1. After these dates the leave may be cancelled only with the approval of the candidate's Department Head and Dean or Dean in the case of non-departmentalized Colleges.</p>
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<p>21.6.1 An employee with tenure shall first be eligible to be considered for a sabbatical leave after six years of service at the University provided that in each of the six years the employee had tenure or the year was counted as a year of probationary service in earning tenure. An employee shall also be eligible to apply for a six-month sabbatical leave after an additional three years of service or a six-month or twelve-month sabbatical leave after an additional six years of service following the date of completion of the employee's last sabbatical leave.</p> <p>21.6.2 The years of service which generate eligibility need not have been continuous but educational leave and other leaves of absence normally shall not count as qualifying service. Qualifying service during maternity leave is set out in Article 22.7.1.10. Absence from duties, other than educational leave and the first year of each maternity leave, for a period in excess of three consecutive years nullifies previously accumulated qualifying service. Individual or accumulated periods of approved leave of less than six months' total duration within an academic year shall not be deleted from an employee's eligible service. If an employee is appointed after July 1 but prior to January 1, the partial year shall count as a full year for the purpose of determining sabbatical leave eligibility. If an employee is appointed on or after January 1 but before July 1, the partial year shall count as a half-year for the purpose of determining sabbatical leave eligibility.</p> <p>21.6.3 With the approval of the Dean, an employee may apply and be considered for a twelve-month sabbatical leave (at 80% salary) or a six-month sabbatical leave (at 100% salary) after five years of service in which case the employee shall be required to complete one additional</p>	<p><b>21.5</b> <u>Responsibilities of Sabbatical Leave Recipients.</u></p> <p><b>21.5.1</b> An employee who takes sabbatical leave is expected to return to service at the University for a period equivalent to the duration of the sabbatical leave.</p> <p><b>21.5.2</b> During the period of sabbatical leave the employee's assigned duties shall consist of work on the approved sabbatical project.</p> <p><b>21.5.3</b> A report on the work done related to the sabbatical project shall be submitted by the employee to <input type="checkbox"/> the Department Head or Dean, not later than three months after the end of the sabbatical leave.</p> <p><b>21.6</b> Level of Remuneration. Employees on sabbatical leave <input type="checkbox"/> shall receive <b>100%</b> of their regular salary. <input type="checkbox"/> Employees may be requested to take their regular leave in two three-month periods where assigned duties include provision of medical services. <input type="checkbox"/></p> <p><b>21.6.1</b> If an employee receives salary from a source other than the University for activities that are part of the employee's sabbatical project, the employee's University salary shall be adjusted so that the combined salary does not exceed 100% of the employee's University salary by a significant amount. However, if an employee on sabbatical leave provides information to the Committee to show travel, research and other extraordinary expenses of the leave, the Employer shall allow such combined salary in excess of 100% of University salary as is justified by these extraordinary expenses, except that in no case shall the Employer pay in excess of the amount of University salary referred to in Article 21.6 an employee on sabbatical leave may engage in consulting, employment and clinical practice in accordance with Article 19.6.</p>
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<p>year of qualifying service, beyond that specified in Article 21.6.1, before being eligible to apply for the next sabbatical leave.</p> <p>21.6.4 If all or part of an employee's service is on a part-time basis, the employee's qualifying service shall be based on academic years of service. The sabbatical stipend shall be prorated according to the provisions of Article 21.9.2.</p> <p>21.7 <u>Allocation of Sabbatical Leaves.</u></p> <p>21.7.1 The Dean may postpone for one year the sabbatical leave of an employee with an acceptable sabbatical leave project, if:</p> <ul style="list-style-type: none"> <li>(i) The number of acceptable applications in any College exceeds 1/8 x the number of tenured faculty.</li> <li>(ii) An adequate replacement cannot be found for an employee.</li> <li>(iii) An adequate replacement cannot be found after consultation by the Dean of Medicine with the Physician Vice-President or designate of the Physician Vice-President representing the board of the health region, for an employee who requires hospital privileges to perform the employee's assigned duties.</li> </ul> <p>Such an employee shall have first claim on sabbatical leave in subsequent years. The year of postponement shall count as a year of qualifying service for the employee's next sabbatical leave.</p> <p>21.7.2 An employee who has been granted a sabbatical leave may cancel such leave before 1 May of the year in which the leave is granted if the leave is to begin July 1 or before 1 November if the leave is to begin January 1. After</p>	<p><b>21.6.2</b> If the qualifying service consists of some part-time service, the sabbatical stipend shall be calculated as follows:</p> <ul style="list-style-type: none"> <li>(i) If the qualifying service consists of all part-time or some full-time and some part-time service, the sabbatical stipend will be prorated on the basis of the number of years of equivalent fulltime.</li> <li>(ii) If the qualifying service is greater than the minimum number of years required, the years most advantageous to the employee shall be selected as the basis for calculating the stipend.</li> </ul> <p><b>21.7</b> <u>Period of Leave.</u> Full-year sabbatical leaves shall normally commence on July 1. Six-month sabbatical leaves shall normally commence on January 1 or July 1. An employee may arrange the period of the sabbatical leave at other dates, subject to the approval of the Dean.</p> <p><b>21.8</b> <u>Eligibility for Promotion and Special Increases.</u> An individual on sabbatical leave shall be eligible for promotion or a Special Increase on the same basis as any other employee.</p> <p><b>21.9</b> <u>Sabbatical Leave Research Grant.</u> Employees shall be entitled to receive a portion of their sabbatical salary in the form of a research grant provided that they can reasonably demonstrate to the appropriate research committee that such funds are required for the research to be carried out during their sabbatical leave. The grant may include funds for travel, certain living expenses while away from Saskatoon, research materials, books, telephone, copying, and for such other items as are related to the research costs. (Note: The tax status of expenditures under the research grant is a matter to be settled between the individual and Canada Customs and Revenue Agency.) [ ]</p>
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<p>these dates the leave may be cancelled only with the approval of the candidate's Department Head and Dean or Dean in the case of non-departmentalized Colleges.</p> <p>21.8 Responsibilities of Sabbatical Leave Recipients.</p> <p>21.8.1 An employee who takes sabbatical leave is expected to return to service at the University for a period equivalent to the duration of the sabbatical leave.</p> <p>21.8.2 During the period of sabbatical leave the employee's assigned duties shall consist of work on the approved sabbatical project.</p> <p>21.8.3 A report on the work done related to the sabbatical project shall be submitted by the employee to the Committee, through the Department Head or Dean, not later than three months after the end of the sabbatical leave.</p> <p>21.9 <u>Level of Remuneration.</u> Employees on sabbatical leave for twelve months shall receive 80% of their regular salary, those on sabbatical leave for six months after six years of service shall receive 100% of their regular salary, and those on sabbatical leave for six months after an additional three years of service shall receive 80% of their salary. Employees may be requested to take their regular leave in two three-month periods where assigned duties include provision of medical services, in which case they shall receive 100% of their regular salary for a six-month sabbatical leave after six years of service or 80% of their regular salary for a six-month sabbatical leave after an additional three years of service.</p> <p>21.9.1 If an employee receives salary from a source other than the University for activities that are part of the employee's sabbatical project, the employee's University salary shall be</p>	<p><b>21.10 <u>Dates.</u></b> The following dates shall govern sabbatical leave procedures:</p> <p>(i) by <input type="checkbox"/> November 15, <b>all sabbatical leave applications shall have been made to the department head or dean in a non-departmentalized college;</b></p> <p>(ii) by December 15, each Dean shall have informed the members of the College who have <b>submitted</b> sabbatical leave projects whether the Dean will transmit to the Board <input type="checkbox"/> a recommendation for delay of leave.</p> <p><b>21.11 <u>Interpretation.</u></b> Any dispute arising from the interpretation of the above regulations and procedures shall be resolved by agreement between the Employer and the Association.</p> <p><b>21.12</b> A grievance in <input type="checkbox"/> <b>respect</b> of sabbatical leave shall be subject to the same limitations as in the case of tenure (Article 15.18).</p>
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adjusted so that the combined salary does not exceed 100% of the employee's University salary by a significant amount. However, if an employee on sabbatical leave provides information to the Committee to show travel, research and other extraordinary expenses of the leave, the Employer shall allow such combined salary in excess of 100% of University salary as is justified by these extraordinary expenses, except that in no case shall the Employer pay in excess of the amount of University salary referred to in Article 21.9. An employee on sabbatical leave may engage in consulting, employment and clinical practice in accordance with Article 19.6.

21.9.2 If the qualifying service consists of some part-time service, the sabbatical stipend shall be calculated as follows:

- (i) If the qualifying service consists of all part-time or some full-time and some part-time service, the sabbatical stipend will be prorated on the basis of the number of years of equivalent fulltime.
- (ii) If the qualifying service is greater than the minimum number of years required, the years most advantageous to the employee shall be selected as the basis for calculating the stipend.

21.10 Period of Leave. Full-year sabbatical leaves shall normally commence on July 1. Six-month sabbatical leaves shall normally commence on January 1 or July 1. An employee may arrange the period of the sabbatical leave at other dates, subject to the approval of the Dean.

21.11 Eligibility for Promotion and Special Increases. An individual on sabbatical leave shall be eligible for promotion or a Special Increase on the same basis as any other employee.

21.12 Sabbatical Leave Research Grant.

Employees shall be entitled to receive a portion of their sabbatical salary in the form of a research grant provided that they can reasonably demonstrate to the appropriate research committee that such funds are required for the research to be carried out during their sabbatical leave. The grant may include funds for travel, certain living expenses while away from Saskatoon, research materials, books, telephone, copying, and for such other items as are related to the research costs.

(Note: The tax status of expenditures under the research grant is a matter to be settled between the individual and Canada Customs and Revenue Agency.)

If an employee's application for a research grant has been denied, the employee shall be entitled to appeal to the Sabbatical Leave Appeal Committee. The decision of the Sabbatical Leave Appeal Committee is final with a grievance subject to the same limitations as in the case of tenure.

21.13 Dates. The following dates shall govern sabbatical leave procedures:

- (i) by September 30, all sabbatical leave applications shall have been made to the Sabbatical Leave Committee for leaves to begin in the following academic year;
- (ii) by October 31, the Sabbatical Leave Committee shall have determined which sabbatical leave projects are acceptable and which are not acceptable, and the applicants shall have been informed.
- (iii) by November 15, all appeals shall have been filed with the Sabbatical Leave Appeal Committee;

<p>(iv) by November 30, all appeals shall have been considered by the Sabbatical Leave Appeal Committee, and the appellants informed of the Committee's decision;</p> <p>(v) by December 15, each Dean shall have informed the members of the College who have acceptable sabbatical leave projects whether the Dean will transmit to the Board a recommendation for granting of the employee's leave during the subsequent academic year, or a recommendation for delay of leave.</p> <p>21.14 <u>Interpretation</u>. Any dispute arising from the interpretation of the above regulations and procedures shall be resolved by agreement between the Employer and the Association.</p> <p>21.15 A grievance in the case of denial of sabbatical leave shall be subject to the same limitations as in the case of tenure (Article 15.18).</p>	
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<p>22.3 <u>Leave for Personal Reasons.</u> Leave for urgent personal reasons (bereavement, family illness, etc.) shall be granted for short periods of time. Before taking such leave, an employee should, if possible, obtain permission from the Department Head or Dean so that arrangements can be made to carry on the employee's duties during the period of absence.</p>	<p>22.3 Leave for Personal Reasons. Leave <b>with pay</b> for urgent personal reasons (bereavement, family illness, etc.) shall be granted for short periods of time. <b>This shall include up to six weeks compassionate leave as defined in the <i>Employment Insurance Act</i>.</b> Before taking such leave, an employee should, if possible, obtain permission from the Department Head or Dean so that arrangements can be made to carry on the employee's duties during the period of absence.</p>
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<p>23.1 <u>Joint Benefits Committee.</u> The parties agree that there shall be a Joint Benefits Committee to oversee the benefits, including but not limited to those set out in Article 23 of this Collective Agreement, with the exception of pensions. The Committee shall have as its composition six (6) persons, consisting of three (3) persons representing the Employer, and three (3) persons representing the Association. The quorum shall be two (2) members from each party. The Committee shall monitor existing benefit plans; consider new benefit plans; recommend to the Collective Negotiating Committee changes in benefit plans; and seek to resolve complaints from members regarding benefit plans. The Committee shall report to the Faculty Association and the Employer.</p>	<p>23.1 <u>Joint Benefits Committee.</u> The parties agree that there shall be a Joint Benefits Committee to oversee the benefits, including but not limited to those set out in Article 23 of this Collective Agreement, with the exception of pensions. The Committee shall have as its composition six (6) persons, consisting of three (3) persons representing the Employer, and three (3) persons representing the Association. The quorum shall be two (2) members from each party. The Committee shall monitor existing benefit plans; consider new benefit plans; <b>[ ] adjust benefit plans so long as there is no additional cost to the Employer;</b> and seek to resolve complaints from members regarding benefit plans. The Committee shall report to the Faculty Association and the Employer.</p>
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<p>23.13 Sabbatical Travel Expenses. Effective July 1, 1991, the Employer agrees to make available an accountable travel expense account of \$2,100 for each employee who has been granted a sabbatical leave. This allowance shall be used for travel expenses incurred during the sabbatical leave. Sabbatical travel expense claims must be submitted to the Business Office not later than three months after the conclusion of the sabbatical leave.</p>	<p>23.13 Sabbatical Travel Expenses. Effective July 1, [ ] <b>2007</b>, the Employer agrees to make available an accountable travel expense account of [ ] <b>\$4,000</b> for each employee who has been granted a sabbatical leave. This allowance shall be used for travel expenses incurred during the sabbatical leave. Sabbatical travel expense claims must be submitted to the Business Office not later than three months after the conclusion of the sabbatical leave.</p>
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<p>23.14 <u>Dental Plan</u>. The Employer agrees to make a family dental plan available to all employees in the bargaining unit. Effective July 1, 1994, the total amount of funds provided by the Employer for this purpose shall be fixed at the level required to pay the premiums during the 1993-94 academic year. Effective June 30, 2002, the total amount of funds provided by the Employer shall be fixed at the level required to pay the premiums during the period July 1, 2001 to June 30, 2002. The Employer shall provide to employees, upon request, copies of the Dental Plan.</p>	<p>23.14 <u>Dental Plan</u>. The Employer agrees to make a family dental plan available to all employees in the bargaining unit. Effective July 1, <input type="checkbox"/> <b>2007</b>, the total amount of funds provided by the Employer for this purpose shall be fixed at the level required to pay the premiums during the <input type="checkbox"/> <b>2007-08</b> academic year. <input type="checkbox"/> The Employer shall provide to employees, upon request, copies of the Dental Plan.</p>
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<p>23.16 <u>Extended Health Care Plan</u>. The Employer agrees to make a family extended health care plan available to all employees in the bargaining unit. Effective November 1, 1994, the total amount of funds provided by the Employer for this purpose shall be fixed at the level required to pay the premiums during the period November 1, 1994 to October 31, 1995. Effective January 1, 2004, the total amount of funds provided by the Employer for this purpose shall be fixed at the level required to pay the premiums during the period January 1, 2004 to December 31, 2004. The Employer shall provide to employees, upon request, copies of the Extended Health Care Plan.</p> <p>23.18 <u>Vision Care Plan</u>. The Employer agrees to make a family vision care plan available to all employees in the bargaining unit effective June 30, 2002. The total amount of funds provided by the Employer for this purpose shall be fixed at \$200,000. Premiums that exceed this fixed amount shall be payable by the employee. Selection of the carrier and other implementation details will be handled by the Benefits Committee for Academic Employees. The Employer shall provide to employees, upon request, copies of the Vision Care Plan.</p>	<p>23.16 <u>Extended Health and Vision Care Plan</u>. The Employer agrees to make a family extended health <b>and vision</b> care plan available to all employees in the bargaining unit. Effective [ ] <b>July 1, 2007</b>, the total amount of funds provided by the Employer for this purpose shall be fixed at the level required to pay the premiums during the period [ ] <b>July 1, 2007 to June 30, 2008</b>. [ ] The Employer shall provide to employees, upon request, copies of the Extended Health Care Plan.</p> <p>[ ]</p> <p><b>Renumber remainder of Article 23.</b></p>
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<p>25.4.1 The Employer agrees that any employee who has retired according to this article and who is hired, following retirement on a full-time or part-time basis shall be appointed as a Special Lecturer, provided that the individual performs more than teaching duties. Whether the individual will perform additional duties shall be determined by the Department Head (or Dean of a non-departmentalized College) and may include research or scholarly or artistic work, practice of professional skills or extension work, extra University work or public service, or administrative work.</p>	<p>25.4.1 The Employer agrees that any employee who has retired according to this article and who is hired, following retirement on a full-time or part-time basis shall be appointed as a Special Lecturer <b>in scope of the Association</b>, provided that the individual performs more than teaching duties. Whether the individual will perform additional duties shall be determined by the Department Head (or Dean of a non-departmentalized College) and may include research or scholarly or artistic work, practice of professional skills or extension work, extra University work or public service, or administrative work.</p>
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**MEMORANDUM OF AGREEMENT NO. \_\_\_\_**  
**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 review Articles 27 and 28 of the Collective Agreement to identify any outstanding issues that may exist relating to 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.

\_\_\_\_\_  
Signing for the Association

\_\_\_\_\_  
Signing for the Employer

Dated:

**MEMORANDUM OF AGREEMENT NO. \_\_\_\_\_**  
**ELIGIBILITY FOR ACADEMIC LONG TERM DISABILITY BENEFITS**

The Employer and the Association agree that employees shall be entitled to receive benefits under the Academic Long Term Disability Plan after one year of continuous employment.

\_\_\_\_\_  
Signing for the Association

\_\_\_\_\_  
Signing for the Employer

Dated: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT NO. \_\_\_\_\_**  
**IMPROVEMENTS TO DENTAL PLAN AND EXTENDED HEALTH AND VISION CARE PLAN**

The Employer and the Association agree that the Joint Benefits Committee should implement the following improvements to the Dental Plan and the Extended Health and Vision Care Plan effective July 1, 2007:

- Increase annual maximum dental coverage for Basic and Major from \$1500 to \$3000;
- Increase lifetime orthodontic maximum from \$1500 to \$3000;
- Improve eye examination coverage from \$65 to \$80 every two years and vision coverage to \$300;
- Increase annual drug maximum coverage from \$2000 to \$3000-5000;
- Include Lifestyle Drug coverage;
- Increase reimbursement level for major dental services from 50% to 80%;
- Provide adult orthodontic coverage.

\_\_\_\_\_  
Signing for the Association

\_\_\_\_\_  
Signing for the Employer

Dated:

**MEMORANDUM OF AGREEMENT NO. \_\_\_\_**  
**WORKLOAD STUDY**

The parties agree that there is a significant concern about the level of the workload for employees. The parties therefore agree to establish a Joint Committee composed of two persons appointed by the Employer and two members appointed by the Association to examine workload issues.

The following directions shall apply to the work of the Joint Committee:

1. The Committee shall consult widely within and without the University community in order to determine what is a reasonable workload for employees;
2. The Committee shall assess on an academic unit basis whether the employees in each unit have a reasonable workload and shall include consideration of guidelines for the assignment of duties under Article 11.5 if they have been developed. Where they have not been developed, the Committee shall advise and assist the academic unit to develop such guidelines;
3. If the Committee determines that there is an unreasonable workload in an academic unit or units, it shall make recommendations to the parties for redressing workload issues;
4. Recommendations that do not require changes to the Collective Agreement shall be referred to the Joint Committee for the Management of the Agreement for consideration and possible approval;
5. Recommendations that do require changes to the Collective Agreement shall be referred to the Collective Negotiating Committee for consideration and possible approval;
6. The Committee shall complete its work within one year of the signing of this Collective Agreement.

\_\_\_\_\_  
Signing for the Association

\_\_\_\_\_  
Signing for the Employer

Dated \_\_\_\_\_