

# **SASK. INSTITUTE OF APPLIED SCIENCE AND TECHNOLOGY**

**AND THE SIAST ACADEMIC  
BARGAINING UNIT**

**July 1, 2006 -  
June 30, 2009**

**COLLECTIVE AGREEMENT**

**SGEU**

**ARTICLES**

**OF A**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE SASKATCHEWAN INSTITUTE OF APPLIED**

**SCIENCE AND TECHNOLOGY**

**and**

**THE SIAST ACADEMIC BARGAINING UNIT**

**represented by**

**THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION**

**July 1, 2006 to June 30, 2009**

**SUMMARY OF THE MEMORANDUM OF AGREEMENT  
BETWEEN SIAST AND SGEU  
(Academic Bargaining Unit)**

It is agreed between the parties that the following amendments shall form the basis for the collective agreement in effect from July 1, 2006 – June 30, 2009. All revisions to the Collective Bargaining Agreement have been **bolded**.

All provisions of this amended Collective Agreement and Appendices shall take effect on the first day of the month following ratification of this settlement, unless otherwise stated herein.

**1. Negotiated salary increases are as follows:**

July 1, 2006 – 3.5%  
July 1, 2007 – 4.0%  
July 1, 2008 – 4.5%

Employees on staff effective February 21, 2007 and those employees who have left the employment of SIAST due to completion of an end-dated assignment, mandatory retirement or accepting the Succession Planning Incentive Plan are eligible for retroactive pay to July 1, 2006. Such former employees must apply in writing to SIAST payroll for the retroactive pay, indicating their current address.

**2. Pension Plan**

Increase the pension plan contribution rate from 5.25% to 5.59%, to be matched by employees, effective April 1, 2007 (from 0% to 0.34% for employees in the Public Service Superannuation Plan and any other pension plans).

**3. Long Service Increment**

Effective July 1, 2007, SIAST shall recognize experience at the commencement of 15 years of service in accordance with article 5 by providing a long service increment equivalent to 5% above the appropriate step in the pay tables in Appendix A.

**4. Signing bonus**

All employees who are on staff (inclusive of employees on a definite leave of absence) on February 21, 2007 are eligible for a signing bonus. The payment will be based on each known employee's FTE for the 2006-2007 academic year (average and pro-rated). The maximum payment for any employee is \$1000. The payment is not pensionable, but would be subject to all applicable deductions at source.

**5. Scope**

The parties have agreed to a process to review the scope clause (article 2 of the collective agreement) and the certification order at the Saskatchewan Labour Relations Board. At the conclusion of that process the collective agreement and the certification order will be amended as determined at the Labour Relations Board.

## **6. Representative Workforce**

The parties recognize that First Nations and Metis persons are not represented in the SIAST workforce to the proportion of their representation in the Saskatchewan working age population. The parties also agree that specific initiatives are required by the parties along with other stakeholders including the Aboriginal community, to prepare and develop the Aboriginal workforce and to facilitate the integration of Aboriginal persons into the SIAST workforce.

Revised language as agreed in article 1.22 and 4.6.2.

New language as agreed in new article 4.3.4.

See letter of understanding which forms Appendix D.

## **7. Youth Employment**

The parties agree a letter of understanding shall be negotiated which shall facilitate a process to enable SIAST to increase employment opportunities for recent post-secondary graduates and begin to address the demographic challenges associated with significant pending retirements. The key concepts to be included in the letter of understanding are:

- A pilot program (for the term of the agreement) whereby each academic division will identify two (2) full-time positions they have targeted for recruitment to attract recent post-secondary graduates.
- Agreement would be reached by the parties on the list of positions in each academic division.
- The union agrees to waive the seniority provisions of the collective agreement for the recruitment of these positions.
- No existing employee will lose employment directly as a result of this initiative. This does not include employees who are backfilling the position while the recruitment process proceeds.
- The pilot may be extended by mutual agreement for subsequent years.

## **8. Bumping**

New language as agreed in new article 7.6.4. is intended to reduce the impact on SIAST workforce of bumping from end-dated positions.

## **9. Pay Administration**

All full-time employees shall be paid semi-monthly, effective July 1, 2007.

**10. Supervisory Stipends**

SIAST is prepared to review the formula and scope of the supervisory stipends to determine the feasibility of recognition of multiple forms of delivery, including distance education, outreach programs or courses, international assignments, etc. SIAST will complete its review by May 1, 2007. The parties agree to negotiate applicable changes in the agreement as a result of the review.

**11. Succession Planning Incentive Plan**

Delete the Succession Planning Incentive Plan (article 13) effective June 30, 2008.

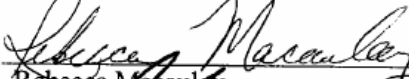
**12. Union Management Dialogue**

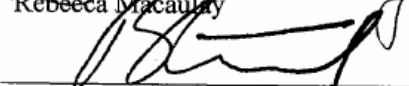
The parties are committed to establishing a positive working relationship and to solving problems throughout the term of the collective agreement. The parties share a common belief that the basis of good labour relations rests upon ongoing dialogue and communication. Both SIAST and SGEU agree to work together in the operation of a Joint Labour-Management Committee.

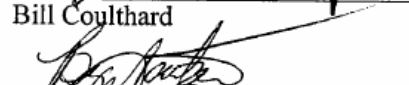
See letter of understanding which forms Appendix E.

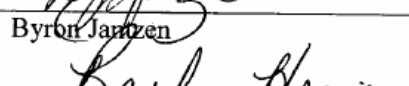
IN WITNESS WHEREOF the parties have hereunto caused these presents to be executed effective as, from and after the 1<sup>st</sup> day of AUG, 2007.

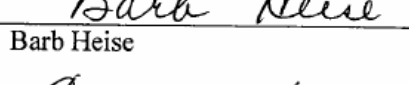
Signed on behalf of SIAST:


  
 \_\_\_\_\_  
 Rebecca Macaulay

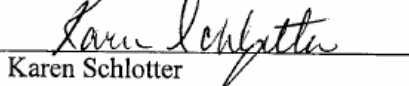
  
 \_\_\_\_\_  
 Bill Coulthard

  
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 Byron Jantzen

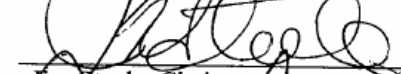
  
 \_\_\_\_\_  
 Barb Heise


  
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 Gena Mazoka

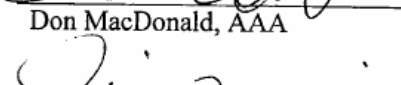
  
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 Karen Schlotter


  
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 Don Soanes

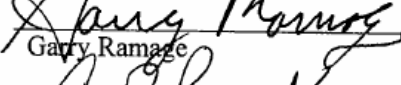
Signed on behalf of the Academic Bargaining Unit:

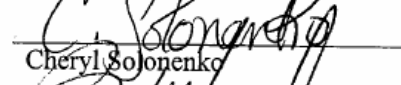
  
 \_\_\_\_\_  
 Jim Steele, Chairperson

  
 \_\_\_\_\_  
 Don MacDonald, AAA

  
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 Jim Marcia

  
 \_\_\_\_\_  
 Garry Ramage

  
 \_\_\_\_\_  
 Cheryl Solonenko

  
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 Bentley Wiebe

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## ARTICLE 1 DEFINITIONS

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In this agreement, unless the context otherwise requires, the expression:

- 1.1           “**Ability**” is the capacity, talent or aptitude to perform an act or service.
- 1.2           “**Academic Unit**” consists of those categories of employees, or employees from time to time determined by the parties or designated by the Labour Relations Board as members of the academic unit.
- 1.3           “**Academic Year**” is the period commencing on July 1 in one (1) year and ending on June 30 of the following year.
- 1.4           “**Assigned Day**” means a day or portion thereof where an employee is assigned to work. Employees who work on a part-day basis are subject to article 10.2.2.1.
- 1.5           “**Board**” the board of directors of SIAST appointed pursuant to *The Saskatchewan Institute of Applied Science and Technology Act*.
- 1.6           “**Campus**” refers to Kelsey, Palliser, Wascana and Woodland and for purposes of agreement administration, the SIAST Administrative Offices will be considered part of Kelsey Campus.
- 1.7           “**Campus Director**” means the director who is appointed at each Campus.
- 1.8           “**Casual employee**” is an employee who is appointed as per article 4.21 and who has worked less than thirty (30) occasions.
- 1.9           “**Casual Employment**” means employment which is less than thirty (30) occasions and encompasses less than sixty (60) calendar days.
- 1.10          “**Classification Specification**” (class specs) are written to reflect the general required qualifications, skills, abilities and experiences or demonstrated competencies and the duties for a classification. They are applied to specific positions to reflect the required (minimum) factors. Required factors are utilized in a bumping situation or to determine if an applicant is minimally qualified for a position in the hiring process.
- 1.11          “**Consultation**” means a deliberation between two (2) or more parties for the purpose of sharing respective points of view. If the deliberations do not result in a shared point of view, the employer will make a decision subject to challenge from the union. Employees have the right to union representation during the consultation process.
- 1.12          “**Co-op Student**” means a person working on the Campus on a cooperative work/study program.
- 1.13          “**Demonstrated Competence**” means a proven ability to perform a duty.

- 1.14 "**Demotion**" is defined as the movement of an employee to a position in a classification which has a lower maximum salary as calculated on a **semi-monthly**/bi-weekly basis.
- 1.15 "**Department**" consists of one (1) or more programs or segments of programs or an identifiable and distinct administrative service.
- 1.16 "**Desired Factors**" are the qualifications, skills, abilities and experience that would be nice to have but would not be an essential requirement for carrying out the responsibilities of the job.
- 1.17 "**Employee**" means any person who is employed by SIAST and covered by the provisions of this agreement.
- 1.18 "**Fiscal Year**" is July 1 to June 30 or any other period the Lieutenant Governor may prescribe.
- 1.19 "**Full-time Employment (F/T)**" means full-time employment in accordance with the hours of work provisions of this agreement.
- 1.20 "**Guest Lecturer**" is a person invited to enhance the quality of the course by providing their expertise to the students. Under no circumstances will a guest lecturer replace an instructor.
- 1.21 "**Incumbent**" is the employee who last occupied the position.
- 1.22 "**Internal Applicants**" are in-scope employees including probationary employees covered by the provisions of **the** collective agreement. Applicants from the bargaining unit in which the position has been posted will be given first consideration. If it is determined that there are no applicants from the bargaining unit in which the position has been posted, qualified for the position, then employees from the other bargaining unit will be considered as internal applicants.
- 1.23 "**Job Abolishment**" is the permanent elimination of a position/assignment.
- 1.24 "**Lay-off**" is the separation experienced by the employee when a position is abolished or an end-date position ends.
- 1.25 "**Locale**" means the community where an employee normally works.
- 1.26 "**Occasion**" means one (1) instance of reporting for work, which shall not exceed in duration the number of hours, worked in a day by a full-time employee. There can be no more than one (1) occasion per day.
- 1.27 "**Ongoing Position**" refers to a full-time or part-time position with no end date.
- 1.28 "**Part-time Employment (P/T)**" means less than full-time employment involving part days, part weeks, part months, or part years.
- 1.29 "**Pay Plan**" means the rates of pay as contained in Appendix A.

- 1.30            "**Permanent employee**" means an employee who has successfully completed the probationary period on initial appointment.
- 1.31            "**Position/Job Descriptions**" reflect qualifications, skills, abilities, experience and duties related to a specific position. They include required factors as well as desired factors. Desired factors exceed the class specs because they reflect the "nice to have" factors. Positions/job descriptions are utilized in the hiring process.
- 1.32            "**President**" is the chief executive officer of SIAST or designate.
- 1.33            "**Probationary employee**" means an employee who has not yet successfully completed the probationary period on initial appointment.
- 1.34            "**Professional Services Unit**" consists of those categories of employee or employees from time to time determined by the parties or designated by the Labour Relations Board as members of the **Professional Services** unit.
- 1.35            "**Program**" means a collection of course studies in which a student may enrol, or an administrative grouping of courses identified as a program, which lead to a SIAST credential.
- 1.36            "**Program/Department Transfer**" means the movement of a program or department to another locale.
- 1.37            "**Promotion**" means the movement of an employee to a position in a classification which has a higher maximum salary as calculated on a **semi-monthly**/bi-weekly basis.
- 1.38            "**Prorata Basis**" means prorated according to the time worked while employed. This is expressed as a percentage of time assigned in relation to a full time assignment.
- 1.39            "**Qualifications**" are prerequisites which are inherently or legally necessary to render the employee eligible to fill a position or to perform a duty or function.
- 1.40            "**Reassignment**" is a situation where the details of an employee's assignment may be changed as a result of redistribution of existing work within a program/department. Reassignment may also occur between programs in program divisions that have a common first year providing the employee has the requisite qualifications/skills/abilities. The level of duties and responsibilities involved in the reassignment are at the same level as the employee's current assignment. Reassignments do not involve a change in locale or position.
- 1.41            "**Reassignment Involving New Funding**" is a situation where the details of an employee's assignment may be changed as a result of distribution of new work within a program/department. The reassignment may involve a redistribution of existing work and the assignment of new work or the assignment of new work as a result of new funding. The level of duties and responsibilities involved in the reassignment are at the same level as the employee's current assignment.

Reassignments as a result of new work or new funding do not involve a change in locale or position.

- 1.42        “**Recent Experience**” is the period of time in which the skills/abilities must be acquired or must have been acquired in order to perform the duties of the position to remain current in the program/department.
- 1.43        “**Relevant Experience**” is the scope and length of practical work history, which describes the skills/abilities, required to perform the duties of the position in accordance with the classification specification.
- 1.44        “**Required Factors**” are the qualifications, skills, abilities and experience an employee must have to be successful in carrying out the responsibilities of the job.
- 1.45        “**SIAST**” means the Saskatchewan Institute of Applied Science and Technology (SIAST) pursuant to *The Saskatchewan Institute of Applied Science and Technology Act* and hereinafter referred to as the employer.
- 1.46        “**Skill**” is practical and familiar knowledge of the principles and processes of an art, science or trade, combined with the ability to apply them in practice in a proper and approved manner and with readiness and dexterity.
- 1.47        “**Split Shift**” consists of a situation where an employee has two (2) work periods separated by a break of more than one (1) hour.
- 1.48        “**Staff**” is an employee from either bargaining unit.
- 1.49        “**Temporary Performance of Higher Position Duties (TPHD)**” means the assignment of an employee to perform the significant duties of a job/classification with a higher maximum **semi-monthly**/bi-weekly salary than the job/classification currently occupied. Significant duties of a job/classification are those which differentiate it from jobs/classifications with a lower maximum daily, hourly or **semi-monthly**/bi-weekly salary.
- 1.50        “**Temporary Vacancies**” created as a result of a maternity / paternity / adoption / sick / long term disability, or Workers’ Compensation leave.
- 1.51        “**Transfer**” is the movement of an employee from one classification to another classification with the same maximum **semi-monthly**/bi-weekly rate of pay.
- 1.52        “**Union**” means the Saskatchewan Government and General Employees' Union.
- 1.53        “**Vacancy**” means a position for which an employee has not yet been hired.
- 1.54        “**Working Days**” means days on which the SIAST business offices are open to the public.
- 1.55        “**Work Pattern**” means an employee’s work assignment. It may include the employee’s weekly assigned, daily work-shift and/or annual schedule.

1.56

**Work Week** means the period between midnight on a Saturday and midnight on the Saturday immediately following.

## ARTICLE 2 SCOPE

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2.1 The articles of this agreement shall be applied to all employees of the Saskatchewan Institute of Applied Science and Technology, except:

(a) These employees occupying the positions of:

President

Executive Assistant

Executive Assistant to the SIAST Board of Directors

Director, Institutional Affairs

Director, International Services

Campus Directors

Administrative Assistants

Director, Communications

Director, Development

Vice-President, Programs

Executive Assistant

Deans

Executive Assistants

Associate Vice-President, Academic & Student Affairs

Executive Assistant

Academic Director, Skills Initiatives

Academic Director, Planning, Research and Development

Directors (maximum three)

Academic Director, Library Services

Registrars

Chief Human Resource Officer

Executive Assistant

Human Resource Advisors

Human Resource Directors

Executive Assistant

Manager, Human Resource Information Systems & Administration

Human Resource Managers

Administrative Assistants

Human Resource Officers

Job Analyst

Conflict Resolution Facilitator (maximum two)

Chief Financial Officer

Executive Assistant

Director, Financial Planning

Controller

Director, IR Application & Data Resources

Director, IR Networks and Systems

Managers of Finance and Administration

Manager of Payroll Systems and Services

Director, IR Client Services

Manager of Procurement

Director of Information Resources

- (b) Employees that are members of the Professional Services bargaining unit.
- (c) Persons working on joint venture projects for which SIAST does not have the exclusive responsibility for selection, direction and evaluation and who are not employed exclusively by SIAST.
- (d) Employees who work less than thirty (30) occasions in a fiscal year.
- (e) Exchange Programs: persons participating in exchange programs with or seconded to the Campus who are employees of other employers.
- (f) Individuals: means persons, who although remunerated by SIAST:
  - (i) are employed primarily for the provision of workplace education and training (with the exception of SIAST Co-op students), socialization, rehabilitation and/or
  - (ii) have funding for wages, salaries or benefits provided by a third (3rd) party.

Note: With regard to the exclusions in article 2.1(c), 2.1(d) and 2.1(e), SIAST shall notify the union in all cases of placement of all persons under these articles. Such notification shall include name, program area and Campus.

2.2 Managerial Exclusions – Process

**2.2.1** The employer shall give notice to the union of intent to commence negotiations for the exclusion of a position from the bargaining units. If no agreement is reached during the negotiations, **the matter shall be referred to the Labour Relations Board for final resolution. The criteria for exclusions will be any persons employed whose primary responsibilities are to actually exercise authority and actually perform functions that are of a managerial character or persons who are regularly acting in a confidential capacity with respect to the industrial relations of SIAST.**

## **ARTICLE 3    UNION SECURITY**

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### 3.1            Union Recognition

3.1.1            SIAST agrees to recognize the Saskatchewan Government and General Employees' Union as the sole and exclusive collective bargaining agent for the employees covered by this agreement and hereby agrees to negotiate with the union or its designated bargaining representatives in any and all matters pertaining to working conditions.

3.1.2            All employees who are now, and hereafter become, members of the union shall maintain their membership in the union as a condition of their employment and all new employees shall, as a condition of their employment, and within thirty (30) days of the commencement of their employment, apply for and maintain a membership in the union. Any employee who is not required to maintain membership in the union and whose class of employment is within the bargaining scope of the union, shall, as a condition of employment, tender to the union the monthly dues uniformly required to be paid by the members of the union.

3.1.3            A monthly statement shall also be forwarded to the executive director of operations of the union showing the names of all new employees hired during the month, the date they were employed and the name of all employees covered by this agreement who have left the employ of the employer during the month and the date of severance and a list of those employees who have completed probation.

3.1.4            The employer agrees to acquaint new employees with the fact that a union agreement is in effect, and provide the new employee with the list of union representatives provided to the employer by the union.

### 3.2            Union Deductions

3.2.1            On signed authorization by an employee, SIAST shall deduct, on behalf of the union, all initiation fees, dues, assessments, or levies, uniformly required from the pay cheque of each employee, each month, who as a condition of employment is required to submit such initiation fees, dues, assessments, or levies. SIAST shall remit the same to the executive director of operations of the union prior to the twentieth (20th) day of the month following the calendar month in which such deduction is made. A list of all employees for and on behalf of whom the individual deductions were made, the month in which the deductions were made, a list of employees by Campus, along with work locations will be sent concurrently to the union chairperson at each Campus.

3.2.2            At the time Income Tax (T-4) slips are made available, the employer shall indicate the amount of union dues paid by each union member.

3.2.3            Written notice of any change in the amount of monthly dues must be given to the employer by the union at least thirty (30) calendar days in advance of the date that the change is to be effective. The deduction shall be remitted in accordance with article 3.2.1 during the month next following notice of the change.

3.2.4 An employee covered by this agreement who is temporarily filling an out-of-scope position shall continue to have union dues deducted from the employee's salary and shall be entitled to all the benefits and protections afforded by this agreement. An employee temporarily filling an out-of-scope position shall be subject to the provisions of article 10.15.

3.3 Orientation

3.3.1 SIAST will provide an orientation program for new employees.

3.3.2 Employees appointed to new or different positions within SIAST will be provided the appropriate training. This will include hands on training where applicable.

3.4 Representation

3.4.1 Employees shall have the right to the assistance of a union representative(s) during discussions related to grievances or negotiations with respect to the collective agreement. Such representative(s) shall have access to the premises to assist in the settlement of a grievance(s).

3.4.2 Subject to approval by the president or designate, the employer shall allow the union to conduct educational and business functions for employees on the employer's premises. Such approval shall not be unreasonably withheld.

3.4.3 The employer shall allow the union to post notices and information of interest to the employees on bulletin boards designated for the use of the union.

3.5 No Discrimination

3.5.1 Without being limited to the specifics of the following, SIAST agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with regard to any employee in the matter of hiring, wage rates, training upgrading, promotion, transfer, lay-off, discipline, classification, discharge, educational leave or otherwise by reason of age, race, creed, colour, national origin, political, familial or religious affiliation, sex or marital status, sexual orientation, physical and mental disabilities, nor by reason of membership or activity in the union.

3.6 Picket Lines

3.6.1 All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross a picket line encountered in carrying out the employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action. However, the employer may reassign the employee to alternate work in order to prevent work time lost by the employee through honouring the picket line.

3.7 Whistle Blowers Protection

3.7.1 No employee or union official may be disciplined for publicizing any alleged wrong doings within SIAST, if a wrong doing has been brought through the formal

union structure and provided the employer has been informed of such instances and has been given a reasonable opportunity to remedy any problems.

3.8 Indemnity

3.8.1 Except where the employee's negligence or acts of malice have resulted in a judgement or settlement payment being made by SIAST, SIAST agrees not to seek redress against an employee whose act or acts, done in the ordinary course of the employee's employment, results in a judgement or settlement payment being made by SIAST.

3.8.2 SIAST agrees to provide legal counsel for an employee against whom action is brought for acts done by the employee in the ordinary course of the employee's employment, provided the acts are done without negligence or malice and provided further that the employee notifies SIAST within thirty (30) days of any incident, occurrence, or event which may lead to legal action against the employee and in the following circumstances:

- (a) when the employee is first approached by any person or organization notifying the employee of intended legal action against the employee; or
- (b) when the employee decides to retain counsel in regard to the incident or course of events; or
- (c) when information first becomes known to the employee in the light of which the employee might reasonably consider that the employee might be the object of legal action.

3.8.3 In the event that an employee wishes to retain counsel the employee shall so advise SIAST in writing. Within ten (10) working days of receipt of this information SIAST shall advise the employee, in writing, of SIAST's intention either to:

- (a) provide and pay for legal services; or
- (b) pay for legal services from counsel whose selection the employer approves.

3.9 Duty of Accommodation

3.9.1 The employer shall take reasonable steps to accommodate an employee who has become incapacitated by injury, illness or disability. Accommodation may include, but not be limited to:

- (i) offering an employee other work the employee can do where such work is available. This may include giving the employee priority to a vacancy or reassignments either within a program/department or across programs/departments, or
- (ii) offering an employee other work the employee can reasonably be trained to do where such work is available. This may include giving the employee

priority to a vacancy or reassignment either within a program/department or across programs/departments, or

(iii) granting the employee a definite leave of absence to work part-time.

3.9.2 The employer, in consultation with the union, shall determine the appropriate action to accommodate the employee.

### 3.10 Contracting Out

3.10.1 It is not the intention of the employer to enter into new contracting out of work arrangements that directly result in the loss of any permanent employee's employment during the term of the collective agreement. However, if it becomes necessary to contract out, the following principles will apply:

- The union will be provided with as much notice as possible, with a minimum of thirty (30) calendar days' notice and an opportunity to discuss any intent to contract out.
- When contracting out of bargaining unit work is done, the employer will ensure no permanent employees with three (3) or more years of seniority will lose employment as a direct result of contracting out.
- Employees affected will have access to lay-off provisions of the collective agreement.
- Employees on recall as a result of contracting out will have their names maintained on the re-employment list for three (3) years.
- Existing historical employment practices related to contracting work out will not be restricted by this provision.
- All contracting out arrangements will be reviewed on their expiry to determine the economic feasibility of reducing contracting out.
- The employer is prepared to receive submissions from employees and the Union that would avoid contracting out or present a viable or economic alternative to contracting out.

### 3.11 Union Office

3.11.1 For Union business SIAST will provide the Union with a secure office with a desk, chair, networked computer, phone and filing cabinet at each Campus. The cost of the long distance charges will be covered by the union.

## **ARTICLE 4 APPOINTMENTS/SELECTION**

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- 4.1            Staffing Process
- 4.1.1         Filling Positions
- 4.1.2         All assignments other than those indicated in article 4.25 will be filled under the provisions of article 4.1 to 4.22.
- 4.1.3         SIAST is not obligated to provide more than a full-time equivalent of employment to any employee nor is SIAST obligated to split postings in all circumstances to maximize part-time employment towards full-time employment.
- 4.2            Posting of Assignments
- 4.2.1         Assignments which are thirty (30) or more assigned/working days or encompass sixty (60) or more calendar days in a fiscal year which the employer chooses to fill will be posted on the Careers @ SIAST Web Page. When employees do not have access to the Careers @ SIAST Web Page, copies of specific program/department postings, when requested in writing to the Human Resources Office, will be mailed to employees.
- 4.2.2         Part-time assignments may be extended, with waiver from the union, without being posted with an incumbent.
- 4.3            Job Postings
- 4.3.1         Postings referred to in articles 4.2 and 4.12 shall be up for a minimum of seven (7) campus working days to provide for applications.**
- 4.3.1.1       Upon written agreement of the campus committee chairperson the posting period may be shortened.
- 4.3.2         In situations where an employee can show notice of position(s) has not been received prior to the closing date (in accordance with articles 4.2 and 4.12), a reasonable period of time will be allowed for such employees to submit an application provided no offer has been made or no interviews have been conducted.
- 4.3.3         Notwithstanding any of the provisions in this article, nothing shall prevent the employer temporarily filling an assignment with an employee in order to meet program needs of the Campus to a maximum of twenty-nine (29) assigned/working days or less than fifty-nine (59) calendar days, except where circumstances warrant, the campus committee chair may agree to an extension of time, which shall not be unreasonably denied.
- 4.3.4         Until the proportion of Aboriginal employees within the scope of this Collective Agreement reflects the proportional representation of Aboriginal persons of working age in Saskatchewan, each posting resulting from a retirement may be designated so that qualified Aboriginal applicants may be given right of first refusal over all candidates (criteria to be established by the**

**parties). The parties agree that this provision shall only be utilized after June 30, 2009 by mutual agreement.**

4.4 Information in Postings

4.4.1 Job postings will contain the following information:

Working title, brief description of duties and classification of position, qualifications, skill, ability and experience required, salary, hours of work and whether the position is full-time, part-time or for the Casual Employment Recall List(s), deadline for applications, expected start date and any other pertinent information.

4.5 Posting with an Incumbent

**4.5.1** When the employer chooses to post with an incumbent the following shall apply:

1. Postings shall include an incumbent. Incumbents are required to complete an incumbent form.
2. Incumbents will not be required to apply for the position but may be challenged by more senior qualified applicants.
3. If an incumbent is challenged by a more senior qualified employee, the human resource **consultant** or designate shall advise the incumbent, in writing, that the incumbent will be required to submit an application.

4.6 Outside Advertising

4.6.1 The employer may elect to advertise outside simultaneously with the internal posting of positions.

**4.6.2** No new employee shall be hired until the applications of the present employees and those persons applying from the re-employment lists of the employer have been considered in a closed competition and it has been determined that the internal applicants are not qualified for the position. **Until the proportion of Aboriginal employees within the scope of this Collective Agreement reflects the proportional representation of Aboriginal persons of working age in Saskatchewan, qualified Aboriginal applicants shall be given preference in the hiring process.** Subject to article 4.3.2, employees who did not apply in the initial closed competition will not be considered in the open competition.

4.7 Appointments

4.7.1 Appointments, supervisory assignments, promotions, voluntary transfers and voluntary demotions, as a result of an employment competition, will be made on the basis of the following factors:

- (a) qualifications, skills, abilities and experience of the individual as it relates to the specific job for which selection is being done, and

- (b) seniority (from either collective agreement).
  - (i) seniority of applicants from the other SIAST bargaining unit will be recognized if there are no qualified applicants from employees in the bargaining unit.

4.8 Relative Equality

4.8.1 Where the qualifications, skills, abilities and experience of two (2) or more applicants are relatively equal, seniority shall be the deciding factor. Candidates will be considered relatively equal if their final scores are within ten percent (10%) of each other.

4.9 Evaluation of Qualifications, Skills, Abilities & Experience

4.9.1 In evaluating the qualifications, skills, abilities and experience the employer shall do so in a way that is bona fide, fair, reasonable, non-arbitrary and non-discriminatory. The employer shall not act in a manner such as to circumvent the legitimate role of seniority when developing and applying the above criteria.

4.10 Union Observer

4.10.1 The employer shall notify the union of the time, place and date of the assessment of applications and/or interviews for any full-time or part-time positions for which any employee has applied. The union shall be entitled to have a representative present to function as an observer during such assessments or interviews. All time involved as an observer will be without loss of pay. SIAST will endeavour to schedule assessment of applications and/or interviews with a view to minimizing impact on programming and services.

4.11 Notice of Filling Vacancy

4.11.1 Successful applicants who fill vacant positions shall be notified, in writing, prior to commencing such duties, of the classification, salary table and step they will occupy. The names of the successful applicants shall be posted and sent to the union weekly.

4.12 Supervisory Assignments

4.12.1 Supervisory assignments, which the employer chooses to fill, will be posted only at the Campus locale at which they actually occur.

4.12.1.1 Notification (copy of the posting mailed to their home or other address as provided by the employee) of supervisory assignments posted between June 1<sup>st</sup> and August 31<sup>st</sup> will be provided to all academic employees within the impacted program.

4.12.2 Applicants for any supervisory assignment are normally selected from employees reporting directly to the supervisory assignment. If there are no applicants from the program(s) area, the employer will proceed through the following steps:

1. attempt to convince an employee in the program(s) area to accept the assignment; or
2. assign the supervisory assignment to another supervisor; or
3. lay-off the junior employee to create a vacancy.

4.12.2.1 In cases where there is a vacant position involving supervision, applicants must be qualified to work within the program(s) area, but are not required to be an employee within the program(s) area. Current employees are eligible to apply.

4.13 International Assignments

4.13.1 All international assignments, which the employer chooses to fill, will be posted on the Careers @ SIAST Web Page for seven (7) calendar days. When employees do not have access to the Careers @ SIAST Web Page, copies of specific program postings, when requested in writing to the Human Resources Office, will be mailed to employees.

4.13.2 Appointments to international assignments will be subject to article 16.

4.13.3 An employee, who has applied for and been appointed to an international assignment, will not be deemed to have accepted another position and, therefore, will be able to continue in their position upon completion of the international assignment.

4.14 Reciprocal Rights

4.14.1 When an employee moves from one bargaining unit to the other, via competition, such an employee will carry forward seniority and all other applicable benefits earned.

4.14.2 When an employee moves from one bargaining unit to the other the employee's seniority will be recalculated on the basis of article 5.

4.15 Employee Status

4.15.1 The employer agrees to review the number of assigned days/days worked by part-time employees with a view to converting these assignments, if appropriate, to full-time if the employee has worked more than one hundred and eighty (180) assigned days. Where any position is converted to full-time, the position will be posted with an incumbent, subject to challenge from employees within the scope of this collective agreement at the Campus where the conversion occurs.

**4.15.2** A full-time employee who is assigned **one hundred ninety-nine (199)** days or is assigned contact hours up to the employee's category cap will retain the status of full-time.

4.16 Conversion to Ongoing

- 4.16.1 The employer agrees to review, in consultation with the union, any positions with a definite term (end-dated) for conversion to ongoing. Where any position is converted to ongoing, the position will be posted with an incumbent subject to challenge from employees within the scope of this collective agreement at the Campus where the conversion occurs.
- 4.17 Replacement of Full-time Employees on Definite Leave
- 4.17.1 If the employer chooses to replace all or part of a full-time employee's assignment while the employee is on a definite leave, the position will be posted. The employer will determine whether the position will have an end date.
- 4.18 Reassignments
- 4.18.1 Notwithstanding 4.2, the employer, in consultation with the employee and the union, may reassign the duties of an employee within the employee's program/department.
- 4.18.2 Reassignments as a result of new work or new funding which are thirty (30) or more assigned/working days or encompass sixty (60) or more calendar days, will be posted with an incumbent subject to challenge by more senior qualified applicants within the employee's program/department.
- 4.18.3 In a situation where there is a temporarily inadequate workload, work may be transferred to or from programs/departments. In all cases the campus chairperson shall be advised.
- 4.18.4 Reassignments do not involve movement to other locales.
- 4.18.5 If an employee's position is moved to a different program/department, the employer, in consultation with the union, may reassign the employee to that program/department.
- 4.18.5.1 If the employee chooses not to be reassigned, the employee will be laid-off and allowed to exercise rights under article 7.6.
- 4.19 Transfers
- 4.19.1 Employees in a program/department or position that is to be transferred to another locale shall be given the opportunity to be transferred with the program/department.
- 4.19.2 If the employee chooses not to be transferred with the employee's program/department, or a position, the employee will be laid-off and allowed to exercise rights under article 7.6.
- 4.20 Job Sharing
- 4.20.1 Job Sharing Procedure

- 4.20.1.1 Job sharing is the voluntary sharing of a permanent position in a structured manner by two (2) persons, one (1) of whom is the permanent full-time incumbent of the position.
- 4.20.2 Initiation and Approval
- 4.20.2.1 Only the permanent full-time incumbent of a position can initiate a request to establish a job share arrangement. Approval of the job share request resides with the employer; such an approval will be subject to the feasibility of accommodating the request to operational requirements and such approvals will not be unreasonably withheld.
- 4.20.2.2 The proposal to establish a job sharing arrangement is initiated by the employee through an application to the employee's immediate out-of-scope supervisor.
- 4.20.3 Duration, Renewal, Termination
- 4.20.3.1 An approved job sharing arrangement shall be for an indefinite period of time.
- 4.20.3.2 A job share arrangement may be terminated by the participating employee, or the employer, on ten (10) weeks' notice. This notice to terminate will be concurrently provided to the part-time employee participating in the job share arrangement. By mutual agreement of the employee and the employer, the ten (10) weeks' notice period may be shortened.
- 4.20.4 Staffing the Shared Position
- 4.20.4.1 The job shared position will be occupied by the permanent full-time incumbent of the position on a reduced time basis.
- 4.20.4.2 The permanent full-time incumbent will be allowed to reduce their workload by no more than seventy-five percent (75%).
- 4.20.4.3 The remainder of the job shared position may be filled by a part-time employee appointed in accordance with article 4.2 and 4.5 of the collective agreement.
- 4.20.4.4 Where, during the term of a job sharing arrangement, the employment of the part-time participant terminates, the permanent full-time incumbent may be required to reassume working regular hours pending the appointment of a replacement part-time employee.
- 4.20.5 Benefits
- 4.20.5.1 Permanent employees who job share shall retain all benefits accumulated prior to the commencement of the job share arrangement. All benefits and seniority shall continue to accrue, and be expended, on a pro-rata basis for the permanent full-time employee involved in the arrangement. Subject to the existing plans, employees will make pro-rata contributions relative to time worked.

- 4.20.6 Reversion Rights
- 4.20.6.1 On the termination of the job share arrangement, the permanent full-time employee will revert to full-time schedule of the position occupied.
- 4.21 Process for Non-Appointment Dispute Resolution for Full-Time and Part-Time Assignments
- 4.21.1 Procedure
- 4.21.1.1 If the employee affected disputes the reason(s) for non-appointment, the following process will apply:
- 4.21.1.2 Within seven (7) calendar days of written notification of non-appointment, a shop steward, after consulting with the union observer and the campus chair, will lodge a complaint on behalf of the affected employee.
- 4.21.1.3 An arbitrator/adjudicator, agreed to by SIAST and the union, shall be appointed immediately on receipt of the complaint.
- 4.21.1.4 Within seven (7) days of receiving the complaint, the arbitrator/adjudicator will hear the matter, and shall, within three (3) working days, provide a written decision based on the facts presented.
- 4.21.1.5 When a complaint of non-appointment has been lodged SIAST will not make an appointment to the vacancy prior to receiving the decision of the arbitrator/adjudicator.
- 4.21.1.6 The parties agree that only one (1) complaint may be lodged by an employee in a non-appointment dispute regarding any given vacancy.
- 4.21.1.7 The parties will develop a list of agreed to arbitrators/adjudicators for this process.
- 4.21.2 Participants in the Process
- 4.21.2.1** The employee shall have the benefit of representation by the union, and SIAST shall have the benefit of representation by the Human Resource Office. Legal counsel **may** be used by either party.
- 4.21.2.2 The arbitrator/adjudicator, shall have the authority to establish the general procedure to be followed at the hearing of the matter.
- 4.21.2.3 The decision of the arbitrator/adjudicator under this procedure shall be final and binding on the parties and upon any employee(s) affected by the final decision of the arbitrator/adjudicator.
- 4.21.3 Admissible Precedents
- 4.21.3.1 The parties agree that submissions of precedent shall be limited to four (4) cases.

- 4.21.4            Expenses
- 4.21.4.1        The fees and expenses of the arbitrator/adjudicator and any other common expenses shall be shared equally by both parties.
- 4.21.5            Conclusion of Dispute Resolution
- 4.21.5.1        Any complaint lodged with the arbitrator/adjudicator, during the term of this procedure, will be processed through to conclusion except when the employer and union agree to terminate the process.
- 4.22              Casual Employment Recall List
- 4.22.1            Procedure
- 4.22.1.1        The Human Resource Office at each Campus will keep and administer a Casual Employment Recall List for each division, and, in addition, if appropriate, a Campus Casual Employment Recall List.
- 4.22.1.1.1      A Casual Employment Recall List may be developed and updated for any program/department, as required by the employer.
- 4.22.2            All employees and persons recruited for the Casual Employment Recall Lists are eligible to be placed on the Casual Employment Recall List. Employees/persons wishing to be on a Casual Employment Recall List will be appointed by the hiring process conducted by the Human Resource Office, in accordance with the collective agreement.
- 4.22.2.1        It will be the responsibility of employees and persons who wish to be on the Casual Employment Recall List to inform SIAST on or before April 30<sup>th</sup> of each year that they wish to continue on the Casual Employment Recall List.
- 4.22.2.1.1      If there is a requirement for a casual employee and no Casual Employment Recall List has been developed, SIAST will appoint a qualified in-scope employee to the assignment, then post to develop the list. If there is no in-scope employee available SIAST will recruit externally.
- 4.22.2.2        Employees who are laid-off will have their names placed on the appropriate Casual Employment Recall List(s) if the employee requests.
- 4.22.3            Employees/persons who wish to be on a Casual Employment Recall List will provide the Human Resource Office with the following information:
1.            The division(s) in which the employee/person wishes to work.
  2.            The program/departments in which the employee/person wishes to work.
  3.            The employee's/person's qualifications, skills, abilities and experience relevant to #1 and #2 or classification(s) in which the employee/person is qualified to work.

4. The employee's/person's availability for employment.
- 4.22.3.1 It will be the responsibility of the employee/person involved to inform the Human Resource Office by April 30 of each year, in writing, of any change in the employee's availability. Failure to inform the Human Resource Office of any change may result in the employee/person's name being removed from the casual list.
- 4.22.4 The names listed on the Casual Employment Recall Lists will be in order of seniority/service and the qualified employees/persons will be called in that order. In the event of unavailability, the next employee/person on the Casual Employment Recall List will be called.
- 4.22.4.1 Casual employees who have worked, or will work, a full-time equivalent or more in an academic/fiscal year may not be recalled by the employer if there are other qualified employees that work less than a full-time equivalent to do the work.
- 4.22.5 Casual employees shall be appointed pursuant to the appointment procedure and will be moved in-scope as stated under article 2.
- 4.22.6 Casual employees will be paid as per the collective agreement.
- 4.23 Guest Lecturers
- 4.23.1 When guest lecturers are required it will be the responsibility of the program/department supervisor or designate to recruit and ensure the qualifications of the person. The instructor(s) will be in attendance when the guest lecturer is presenting.
- 4.23.2 If remuneration is required guest lecturers will negotiate a stipend with SIAST within the guidelines established in article 4.25.2.1.
- 4.24 Actors, Narrators
- 4.24.1 When actors are required it will be the responsibility of the program/department supervisor or designate to recruit and ensure the qualifications of the person. If remuneration is required actors will negotiate a stipend with SIAST within the guidelines established in article 4.25.2.1.
- 4.24.2 When narrators are required it will be the responsibility of the program/department supervisor or designate to recruit and ensure the qualifications of the person. If remuneration is required narrators will negotiate a stipend with SIAST within the guidelines established in article 4.25.2.1.
- 4.25 Extension Hiring
- 4.25.1 Procedure
- 4.25.1.1 Extension courses up to and including 60 assigned hours and all credit courses delivered in evenings and/or weekends (in an extension format) which the employer chooses to fill will be filled under these provisions.

- 4.25.1.2 Extension assignments will be posted on the Careers @ SIAST Web Page.
- 4.25.1.3 On the basis of qualifications, skill, ability and seniority the employer will have the right to fill such assignments in the order listed below: (NOTE: If no employee in category one (1) applied for the position, the employees in the next category will have the right to the assignment, and so on).
- (i) Employees in the SIAST academic unit currently on lay-off or part-time employees (until these employees have reached the equivalent of full-time seniority).
  - (ii) Full-time employees and those employees who have reached the equivalent of full-time in the SIAST academic unit in 4.25.1.3(i) above in the program and outside the program.
  - (iii) SIAST employees who are outside the scope of the academic unit.
  - (iv) Non-SIAST applicants.
- 4.25.1.3.1 An appointment for extension programming/service will be considered to be final once the employee has accepted the offer but it is understood that these assignments are posted subject to sufficient enrolment to be cost recovery. Employees will not have bumping rights to or from these assignments.
- 4.25.1.4 Employees working full-time hours may not provide more than six (6) hours a week of extension programming/services without approval of the employee's out-of-scope manager.
- 4.25.1.5 Employees will accumulate seniority in these assignments subject to article 5 (Seniority) and the provisions of article 6 (Probation).
- 4.25.1.6 Employees will accrue benefits in these assignments however, they can not utilize benefits such as sick leave, for these assignments.
- 4.25.1.7 Extension employees hired under 4.25.1.3(iv) above, shall be appointed pursuant to the appointment procedure contained in article 4, and will be moved in-scope as stated under article 2.

4.25.2 Rates of Pay

4.25.2.1 This article is excluded from the pay administration and hours of work provisions of the collective agreement. The hourly rates of pay for these positions will be negotiated with the employee within the following ranges:

- |    |   |         |
|----|---|---------|
| 1. | Instructional staff                             | \$18-60 |
|    | Credit and highly specialized                   | \$36-60 |
|    | or with the approval of the dean/director up to | \$100   |
| 2. | Instructor aides                                | \$14-17 |

4.25.2.2 A maximum of one (1) hour of preparation time will be credited to each course that is longer than twelve (12) hours.

4.25.2.3 Employees will be paid only for hours worked.

4.25.3 Pay Periods

4.25.3.1 Employees performing this work shall be paid on the monthly contract run which is paid monthly on the tenth (10th) of the month after the monthly run closes.

4.25.4 Unusual Situations/Alternative Provisions

4.25.4.1 If unusual situations arise or alternative provisions are required in extension programming or service categories the employer will meet and consult with the union and negotiate resolution as may be required.

4.26 Partnership, Brokerage and Affiliated Arrangements

4.26.1 SIAST and the union recognize the need to ensure responsiveness and flexibility for extension programming. Nothing in these provisions will preclude SIAST from participating in partnership, brokerage and affiliated arrangements with educational and industry partners nor is it the intention of the employer to enter into new contracting out of work arrangements that directly result in the loss of any permanent employee's employment during the term of the collective agreement. However, if it becomes necessary to contract out, the provisions of article 3.10 shall apply.

4.26.2 Wherever possible SIAST will utilize SIAST employees to deliver SIAST accredited programming.

4.26.2.1 SIAST will inform the union when an agreement has been reached to have an educational or industry partner hire the instructor.

4.26.3 SIAST agrees to continue utilizing SIAST employees in situations where they are currently delivering SIAST programming.

4.26.4 SIAST employees will be utilized to monitor the quality of SIAST accredited programming delivered by educational and industry partners.

4.26.5 SIAST will provide the union with an annual summary of the status of all existing and impending brokerage, partnership and affiliated arrangements.

## **ARTICLE 5 SENIORITY**

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### **5.1 Definition of Seniority**

- 5.1.1 Seniority is defined as the total length of service in the bargaining unit. Such seniority shall include all paid days of employment.
- 5.1.2 For seniority purposes two hundred (200) (199 effective July 1, 2005) assigned days shall equal one (1) year, employees cannot earn more than that total in one (1) year.
- 5.1.2.1 All seniority will be recognized for full-time, part-time, casual and extension assignments, including situations where an employee earns more than a day's seniority in a day, to a maximum of two hundred (200) (199 effective July 1, 2005) days per year.
- 5.1.3 All employees transferred to SIAST on January 1, 1988, will be credited with accumulated days of seniority acquired while employed by the Public Service of Saskatchewan and the urban community colleges and the Advanced Technology Training Centre.

### **5.2 Credit for Seniority**

- 5.2.1 All employees within the scope of this agreement shall after successful completion of initial probation be credited with seniority from their date of employment.

### **5.3 Seniority List**

- 5.3.1 The employer shall post seniority lists on **mySIAST** and send to the union an up-to-date seniority list by September 30 of each year. Employees will be notified via e-mail that the list has been posted. Such a list will include the accrued seniority of each employee up to June 30.
- 5.3.2 The employer will prepare a seniority list showing all employees' names, the date upon which the employees' service commenced and the total length of service for each employee. An employee who has not passed probation will be designated as probationary on the seniority list. Seniority will be credited after the successful completion of the initial probationary period. A casual employee's service will become part of the total service when the casual employee achieves part-time employment status as per article 2. The initial probationary period will be set out in article 6.
- 5.3.3 The seniority list, as calculated to June 30, 1991, shall be conclusive for all purposes for seniority acquired by an employee prior to June 30, 1991 and shall not be subject to any challenge. Any in-scope employee missed in that process that has service prior to June 30, 1991, will have their seniority previous to June 30, 1991 calculated on the basis of the Letter of Understanding contained in appendix D-2, D-3 and/or D-4 of the July 1, 1997 to June 30, 2000 collective agreement.
- 5.3.4 The seniority list of June 30, 1991, as ratified by the parties, shall be considered part of this collective agreement.

5.3.5 In those cases where seniority is identical, the employee's start date will be the deciding factor. The employee with the earlier start date will be judged to be more senior. Ties will be broken by a mutually agreed upon process. A union observer will be present during this process.

5.3.6 The seniority from the previous June 30 will be utilized to establish the ranking order of employees on the Casual Employment Recall List.

5.3.7 An employee who is subsequently re-employed after a break in service shall, after five (5) years of continuous service, be credited with the employee's previous service for seniority purposes upon written application to the Human Resource Office.

5.3.7.1 An employee who has had a break in service as a result of resigning and accepting severance or accepting the Succession Planning Incentive Plan will not be eligible to utilize article 5.3.7.

#### 5.4 Seniority on an Out-of-Scope Appointment

5.4.1 An employee within the scope of this agreement who is appointed to an out-of-scope position on temporary performance of higher duties under article 10.10 shall count that time as seniority.

5.4.2 An employee within the scope of this agreement who is appointed to an out-of-scope assignment who subsequently applies for, and is appointed to, an in-scope position shall have the employee's previous bargaining unit service recognized as seniority. Seniority will be credited for in-scope service only as per article 5.3.7 above.

5.4.3 If an out-of-scope employee's position is negotiated in-scope, the employee will be credited with seniority for all service from the position brought in and all previous service in an in-scope position.

#### 5.5 Loss of Seniority

5.5.1 Seniority shall be broken by reason of:

- (a) resignation;
- (b) termination without reinstatement;
- (c) after thirty-six (36) months on the re-employment list;
- (d) appointment to an out-of-scope position other than when on TPHD or when on a leave.

#### 5.6 Seniority Challenge

5.6.1 Each employee shall have the right to challenge the seniority credited, within thirty (30) days of the posting of the list. Should an employee consider that the seniority

credited to the employee is incorrect, then the employee must provide satisfactory proof of the error. Where satisfactory proof of an error is provided, the error will be corrected. Such challenges should be forwarded to the local Human Resource Office.

**5.6.1.1** Employees shall utilize the Seniority Challenge Form posted on **mySIAST** or obtainable from HR upon request, if they intend to challenge their seniority under this article.

5.6.2 An employee cannot challenge seniority calculations that are more than five (5) years old.

**5.6.3** If, in the course of regular business (staffing, bumping, etc.), the employer/union discovers a mistake in the seniority list, the correct seniority will be utilized as determined in consultation with the union/employer, to complete the action. The seniority list on **mySIAST** will then be corrected.

5.7 Seniority Acquired Under Other Agreements

5.7.1 When bargaining units or parts of units are transferred/devolved through government/employer re-organization, employees being transferred will be credited with full seniority earned in their previous bargaining unit.

5.7.2 When members transfer from one SGEU unit to another, as a result of an open competition, they shall bring their full SGEU seniority with them upon successful completion of any probationary period, when applicable. This article is only applicable where the employee's original SGEU Unit has the same seniority transfer article in their collective agreement and where the Letter of Understanding exists between the respective bargaining units. SGEU will advise SIAST in writing of any such Letter of Understanding. Such an arrangement will be effective on the day that the union informs the employer of it and remain in effect until the employer is notified that it has been terminated.

5.8 Seniority Conversion between the Bargaining Units

**5.8.1** To convert seniority gained in one (1) bargaining unit to the equivalent seniority in the other, the following process will be used:

(a) For seniority accrued previous to January 1, 1988, a day's seniority in one unit is equal to a day's seniority in the other unit.

(b) For seniority accrued between January 1, 1988, and June 30, 1989, a part year is factored as follows:

(i) **Professional Services** to Academic

$$\frac{\text{Professional Services Days Worked}}{260} = \text{FTE}$$

$$\text{FTE} \times 261 = \text{Academic Seniority}$$

(ii) Academic to **Professional Services**

$$\frac{\text{Academic Days Days Worked}}{261} = \text{FTE}$$

$$\text{FTE} \times 260 = \text{Professional Services Seniority}$$

(c) For seniority accrued after July 1, 1989, a full year in one (1) unit is equal to a full year in the other. (260 Days **Professional Services** = 200 (199, effective July 1, 2005) Days Academic) Part years are calculated as follows:

(i) **Professional Services** to Academic

$$\frac{\text{Professional Services Days Worked}}{260} = \text{FTE}$$

$$\text{FTE} \times 200 \text{ (199, effective July 1, 2005)} = \text{Academic Seniority}$$

(ii) Academic to **Professional Services**

$$\frac{\text{Academic Days Days Worked}}{200 \text{ (199, effective July 1, 2005)}} = \text{FTE}$$

$$\text{FTE} \times 260 = \text{Professional Services Seniority}$$

Examples

<b>Professional Services</b>	- 500 days seniority 500/260 = 1.92 1.92 x 200 (199, effective July 1, 2005) = 384 days
Academic	- 500 days seniority 500/200 (199, effective July 1, 2005) = 2.5 2.5 x 260 = 650 days

Convert the seniority to a full-time equivalent (FTE) for each academic year. [Utilize two (2) decimal points.]

Multiply the F.T.E. by the appropriate maximum seniority from the appropriate bargaining unit for that year. All calculations will be rounded up to the next full number when a number with a decimal results.

FTE = Full Time Equivalent

## ARTICLE 6 PROBATION

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### 6.1 On Initial Employment

**6.1.1** All employees, upon initial employment, shall serve a probationary period for the period of **one hundred ninety-nine (199)** days. The period may be extended in accordance with article 6.1.3.

**6.1.2** Employees shall serve the probationary period for their classification by accumulating time to the extent required over one (1) or more working periods, providing there are no more than **one hundred ninety-nine (199)** days between working periods.

**6.1.3** The employer may request, from the campus committee chair, an extension no later than two (2) weeks prior to the expiration of the probationary period and shall include written reasons for the request. The length of extension shall be a matter for negotiation, up to a maximum length of one hundred (100) assigned days.

**6.1.4** Should the employer decide to terminate the employee, the employee will be given the reasons, in writing, prior to termination. The employee will be given an opportunity to respond, and if necessary, to engage the grievance procedure contained in the collective agreement.

### 6.2 Assessment While on Probation

**6.2.1** Since probation is the final step in the selection process, the following procedure will be followed as a minimum in the evaluation process.

- (a) Performance requirements established by the employer will be communicated to the employee, in writing, at the outset and discussed during the employee's probationary period. Performance requirements will be established based on the classification specifications and the job descriptions and will include the responsibilities, qualifications, skills, abilities and experience appropriate to the job.
- (b) The immediate supervisor shall evaluate performance by direct observation on at least two (2) different occasions.
- (c) Two (2) written performance assessments will be completed for each employee during the probationary period. Performance assessments will be conducted at eighty (80) assigned days and one hundred and eighty (180) assigned days.
- (d) Performance assessments will be discussed with the employee and shall be signed by the employee to indicate awareness of the assessment. Employees will be advised whether they have successfully completed the probationary period. A current job description is required when the final probationary review is complete.

In all cases, the employee will be given a copy of any performance assessment.

6.3 On Promotion

6.3.1 A permanent employee who has been promoted shall serve a probationary period as stipulated in article 6. A permanent employee who does not successfully complete the probationary period shall revert to the position held prior to the promotion or by mutual agreement the employee may revert to a similar position at the same step in the salary table, subject to any increments that would have been earned had the promotion not taken place.

6.3.2 A permanent employee displaced through article 6.3.1 shall also have the right to revert to the employee's former position at the employee's former step in the salary table, subject to any increments that the employee would have received, had the employee remained in that position. If no former position is available, the employee shall have the right to utilize article 7.

6.4 From Re-employment List

6.4.1 No probationary period shall be served by an employee with seniority who is re-employed in a position equal/similar to a position in which the employee formerly held permanent status.

6.5 On Demotion

6.5.1 No probationary period shall be required of a permanent employee who demotes.

6.5.2 A probationary employee who demotes will continue with the initial probationary period from the position which they came. If the employee fails the initial probationary period, they shall be terminated.

6.6 On Bumping

6.6.1 No probationary period shall be required of an employee who bumps.

6.7 On Reclassification

6.7.1 No probationary period shall be required of an employee in a position which is reclassified unless the employee is on probation; if on probation the employee shall continue to serve the probationary period minus service accumulated to that point. Upon successful completion of the probationary period, the employee shall become a permanent employee in the revised classification. If a permanent employee on probation in a reclassified position fails probation, the employee shall revert to the position in which the employee last held permanent status.

6.8 On Reassignment

6.8.1 No new probationary period shall be required of an employee who is reassigned if the employee is on initial probation; if on probation the employee shall continue to serve the probationary period minus service accumulated to that point. Upon successful completion of the probationary period, the employee shall become a permanent employee.

6.9            On Transfer

6.9.1           An employee who transfers during the initial probation shall complete the probationary period for the new position minus service in the original position.

6.9.2           A permanent employee who has completed the initial probationary period and voluntarily transfers to a position of which the duties and responsibilities are different from the employee's previous position may be required to serve a probationary period equivalent to that applicable on initial employment. Should the employee be unsuccessful in completing this probationary period, the employee shall revert to the previous position or, by mutual agreement, a position equivalent to the previous position or, if neither of the former is available, utilize article 7.

6.10           Supervisory Assignment

6.10.1          An employee appointed to a supervisory assignment as per article 4.12, will serve a probationary period.

6.10.2          An employee who fails a probationary period for a supervisory assignment shall have the right to revert to their previous position.

6.11           Leave During Probation

6.11.1          When a leave of more than fifteen (15) assigned days has been taken during probation, permanent employment may not be effected until the employee has served the full probationary period successfully.

6.12           Completion of Probation

6.12.1          Upon successful completion of a probationary period, the employee shall be appointed to permanent status; the employee shall be so informed in writing.

## **ARTICLE 7 LAY-OFFS**

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### 7.1 Consultation Process

7.1.1 The employer is committed to an open, cooperative approach to its staff and as such recognizes the value of consultation. It is understood this consultation is intended as a courtesy and is not intended to prevent or restrict the employer from managing. When circumstances permit, should the employer plan to abolish positions or lay-off ongoing full-time or part-time employees the following procedure will be undertaken:

- (a) the union will be notified ninety (90) days in advance of the job abolishment/lay-off and informed of the courses and programs affected.
- (b) within seven (7) days of receipt of such notification the employer and the union will meet to discuss circumstances and implications of the planned lay-offs.
- (c) along with the notice of lay-off, the employer shall advise the employee in writing of their options as outlined in article 7.6.
- (d) an employer representative will meet with the laid-off employee within five (5) working days of the employee's receipt of notice of lay-off to discuss the laid-off employee's bumping options:

### 7.2 Method of Lay-off

7.2.1 When reducing staff, employees shall be laid-off in the reverse order of their seniority within the classification, program/department, locale, discipline or specialty affected, provided the employees retained have the demonstrated competence (and where required by an external governing body for purposes of program accreditation, specific qualifications) or has the qualifications, skills, abilities and experience to perform the work required or can be expected to perform the work required within a period not exceeding three (3) months.

**7.2.1.1** If a workplace reduction is necessary, the union (and where appropriate the employees) will be consulted in order to determine solutions that provide as many viable options as possible in order to minimize potential lay-off. Viable options may be available to all employees in the affected program/department that may include, but are not limited to, Succession Planning Incentive Plan (**to be discontinued June 30, 2008**), voluntary lay-off (article 7.2.2), job share, leave of absences, retraining, secondments, and/or retirement.

### 7.2.2 Voluntary Lay-off

7.2.2.1 An employee may request to be laid-off, and if granted, shall resign and receive severance pay as per article 10.20.2 and access Career Assistance Options in article 10.21.

### 7.3 Notice of Lay-off

- 7.3.1 Permanent employees who are laid-off from ongoing positions shall be given not less than ten (10) weeks' notice or pay in lieu of. For end-dated assignments the notice period shall be the time remaining in the assignment, or ten (10) weeks, whichever is lesser, or pay in lieu thereof. Calculation of pay in lieu of notice will be as per article 10.19.
- 7.3.1.1 Notice of lay-off shall be deemed to have been given if a definite term is stated at the commencement of the period of employment.
- 7.3.2 Days worked during the notice period will be in accordance with the needs of the employer to a maximum of a full-time equivalent, except, however, the employer may, at its discretion, reduce the number of days assigned during the notice period.
- 7.3.2.1 The employee's assignment is determined as expressed by the employee's assigned day profile. If the notice period carries over into the next academic year, the employee will not be assigned days after June 30.
- 7.3.2.2 The notice period shall be deemed to have ended if an employee is placed in a new assignment, either through a bump or an appointment.
- 7.3.3 Employees on initial probation (non-permanent) who have worked on at least one (1) occasion shall be given fifteen (15) calendar days' written notice of lay-off and severance of employment.
- 7.3.3.1 Employees shall be paid in lieu of notice if such notice is not given.

7.4 Bumping Requirements and Conditions

- 7.4.1 (a) A permanent employee who is laid-off or bumped may exercise accumulated seniority to bump provided the employee has the demonstrated competence (and where required by an external governing body for purposes of program accreditation, specific qualifications) or the qualifications, skills, abilities and experience to perform the work required.
- (b) An employee may not bump into a position which has thirty (30) or less assigned days remaining.
- (c) A permanent employee may not bump into a part-time position that starts in the next academic/fiscal year provided the position has been posted with an incumbent. Notwithstanding the foregoing, nothing shall prevent a laid-off employee from applying/challenging for the position through the regular appointment procedure.
- (d) If the assignment into which an employee may bump would give the employee more than the equivalent of full time employment for the academic year, the incumbent shall occupy the position until such time as the number of days remaining in the assignment is reduced to allow the bumping employee the equivalent of full-time employment, at which time the bump will occur.

- (e) There will be no bumping from one (1) bargaining unit to the other bargaining unit.
- (f) An employee in two (2) or more part-time assignments, who has a thirty (30) percent reduction of their total assignment, may bump. The employee may maximize their employment up to and including full-time status. Upon successful completion of bump, when maximizing their employment, the employee will resign from any remaining assignments to ensure not to exceed full-time status.
- (g) Employees on a definite leave appointed to a position with a definite term will not be allowed to bump at the end of the assignment.
- (h) Employees posted as an incumbent are not eligible to bump unless they are successfully challenged by a more senior employee.
- (i) Employees who take a leave that creates a temporary vacancy cannot be bumped by the employee bumping from the temporary vacancy.
- (j) Employees who bump shall serve a trial period of 80 assigned days when bumping into a position that has qualifications significantly different from the position they previously occupied. An employee may be returned to the bumping process if:
  - (1) The employer finds the employee demonstrably unable to perform the duties of the position or;
  - (2) The employee so elects.

7.4.2 Notwithstanding article 7.4.1 (b) and (d), an employee would be able to bump into a full-time position effective the beginning of the next academic year.

7.5 Notice of Intent to Bump

7.5.1 The laid-off employee who intends to exercise rights under this article must indicate such intention in writing utilizing the Bump Election Form to the employer within seven (7) calendar days following receipt of the notice of being bumped or laid-off or notified that the employee has been successfully challenged by a more senior employee when posted as an incumbent. A current resume must be attached to the Bump Election Form.

7.5.2 For an employee who is working a definite term of employment, the seven (7) days begins on the first (1st) day of the last sixty (60) days prior to the expiration of his term of employment. The Human Resource Office at each Campus will provide the employee with the options outlined in article 7.6 with the employee's letter of offer.

7.6 Options for the Bumped or Laid-off Permanent Employee

7.6.1 A permanent employee who is laid-off or bumped may elect one (1) of the following four (4) options:

- (a) to bump, if eligible, in accordance with article 7.4 and 7.7.
- (b) to be placed on a re-employment list and have rights in accordance with article 4.
- (c) to resign and take severance pay in accordance with article 10.20 and access Career Assistance Options in article 10.21, if the employee does not have an opportunity to remain as the incumbent in their current assignment.
- (d) to access retirement programs currently in place.

7.6.2 A probationary employee that receives notice of lay-off may elect one of these options if the employee's status will be permanent on or before the last day of the employee's notice period.

7.6.3 A full-time employee who has been appointed to a part-time position as a result of a competition will not be eligible to resign and accept severance at the end of that position or subsequent part-time positions.

**7.6.4 Effective August 1, 2007, full-time employees who are appointed to a position with a definite term, who did not request a definite leave from their former position, will not be allowed to bump at the end of the assignment. Applications for leave in order to assume an end-dated assignment will not be unreasonably withheld. Employees who do not have a definite leave from their former on-going position prior to August 1, 2007, shall be allowed to bump at the end of their end-dated assignment.**

7.7 Bumping Process

7.7.1 Procedure

7.7.1.1 The employer shall notify the employee and the union of the time, place and date of the bump meeting subject to the availability of the employee and the union. The employee and/or the union shall be available to meet with the employer within five (5) working days of the employer being able to meet.

7.7.1.1.1 The employee and the union shall bring all additional requested relevant information forward at the bumping meeting. This will include the employee's preferred work pattern.

7.7.1.1.2 The employer will determine available bumping options in consultation with the union and the employee.

7.7.2 Mandatory Order

7.7.2.1 Accumulated seniority shall be applied to bump as follows:

- (a) Bump into an existing position, any program/department, same classification, own locale which has been posted but is not yet filled at the

date of the employer's receipt of the employee's election to bump, subject to challenge from more senior employees on the re-employment list, own locale. A position shall be deemed filled on the date a written offer is made to the successful applicant. If a suitable vacant position is posted while an employee is moving through the bumping process, the employee would bump into that position, subject to challenge.

- (b) Bump an employee with less seniority, own program/department, same classification, own locale.
- (c) Bump an employee with less seniority, any program/department, any classification, own locale.
- (d) By mutual agreement of the union, the employee and SIAST, an employee may be able to bypass 7.7.2.1 (b) and (c) to choose 7.7.3.1 (a), (b), (c) or (d).

### 7.7.3 Optional Process

7.7.3.1 If no position is obtained as a result of 7.7.2.1 (a), (b), (c) or (d), the employee may elect one (1) of the following options:

- (a) to be placed on the re-employment list and have rights in accordance with article 7.9.
- (b) to resign and take severance pay in accordance with article 10.20 and access Career Assistance Options in article 10.21.
- (c) to access retirement programs currently in place.
- (d) to bump into an existing position, any program/department, any classification, other locale (employee chooses locale) which has been posted but is not yet filled at the date of the employer's receipt of the employee's election to bump subject to challenge from more senior employees on the re-employment list, any program/department, other locale. A position shall be deemed filled on the date a written offer is made to the successful applicant.
- (e) to bump an employee with the least seniority, any program/department, any classification, any locale (employee chooses locale).

7.7.4 If an employee in consultation with SIAST is not successful in bumping during the optional process (article 7.7.3), the employee will be placed on the re-employment list or may resign and receive severance pay or access retirement programs currently in place. Notification that the bumping process has been exhausted shall be in writing. The date the employer issues such written notification is the effective date.

7.7.5 An employee will have five (5) assigned/working days to consider the formal offer of a position made as a result of exercising the employee's mandatory bumping rights. The five (5) day period shall be deemed to have commenced at 4:00 p.m. of

the day that the offer is made or at the end of the employee's work period on the day the offer is formally made, whichever is later. If the employee does not respond within the five (5) day period, it will be deemed that the employee has chosen to exercise their rights under article 7.7.3.1 (a).

7.7.6 Every effort will be made to complete the bumping process for an employee before the employee's lay-off date. The employee will continue to be paid until it has been determined whether the employee has a bumping option.

7.7.7 The effective date of a bump is usually the end of the notice period, but the employer may, at its discretion, bump the employee into a position before the end of the notice period.

## 7.8 Dispute Resolution Process for Bumping

### 7.8.1 Procedure

7.8.1.1 If the employee disputes the written rationale for being bumped into a position or has been denied a bump, the following process will apply:

7.8.1.2 Within seven (7) days of written notification of the decision, the campus chair, after consulting with the steward and the bargaining unit chair, may lodge a complaint on behalf of the employee.

7.8.1.3 An arbitrator/adjudicator, agreed to by SIAST and the union, shall be appointed immediately on receipt of the complaint.

7.8.1.4 Within seven (7) days of receiving the complaint, the arbitrator/adjudicator will hear the matter, and shall, within three (3) working days, provide a written decision based on the facts presented.

7.8.1.5 When a complaint has been lodged, SIAST will not make an appointment prior to receiving the decision of the arbitrator/adjudicator.

7.8.1.6 The parties agree that only one (1) complaint may be lodged by an employee regarding any given bump.

7.8.1.7 The parties will develop a list of agreed to arbitrators/adjudicators for this process.

### 7.8.2 Participants in the Process

**7.8.2.1** The employee shall have the benefit of representation by the union, and SIAST shall have the benefit of representation by the Human Resource Office. Legal counsel **may** be used by either party.

7.8.2.2 The arbitrator/adjudicator shall have the authority to establish the general procedure to be followed at the hearing of the matter.

7.8.2.3 The decision of the arbitrator/adjudicator under this procedure shall be final and binding on the parties and upon any employee(s) affected by the final decision of the arbitrator/adjudicator.

- 7.8.3            Admissible Precedents
- 7.8.3.1        The parties agree that submissions of precedent shall be limited to four (4) cases.
- 7.8.4            Expenses
- 7.8.4.1        The fees and expenses of the arbitrator/adjudicator and any other common expenses shall be shared equally by both parties.
- 7.8.5            Conclusion of Dispute Resolution
- 7.8.5.1        Any complaint lodged with the arbitrator/adjudicator, during the term of this procedure, will be processed through to conclusion except when the employer and union agree to terminate the process.
- 7.9              Re-Employment List
- 7.9.1            Establishment of List
- 7.9.1.1        The employer shall establish and maintain one (1) re-employment list. The list shall include the names, addresses, classification and seniority of the following employees:
- (a)        who are laid-off from a full-time or part-time assignment and have not elected to resign and take severance pay.
  - (b)        who have returned from an indefinite leave of absence.
  - (c)        who have been bumped.
- 7.9.2            Removal from Re-employment List
- 7.9.2.1        Employees shall have their names removed from the re-employment list:
- (a)        if appointed to a full-time or part-time, assignment with the employer.
  - (b)        at the expiration of thirty-six (36) consecutive months.
- 7.9.3            Notification of Current Address
- 7.9.3.1        Employees shall be responsible for keeping the employer notified of their current address.

7.9.4 Rights While on the Re-employment List

7.9.4.1 Permanent employees who are laid-off may have their names placed on the re-employment list for a period of thirty-six (36) calendar months from the date of lay-off. Such employees may, while on the re-employment list, elect to resign and be paid severance pay in accordance with article 10.20 if the employee did not have an opportunity to remain as incumbent in their former assignment, and access Career Assistance Options in article 10.21. Employees on the re-employment list will be expected to apply for job postings of the Campus.

7.9.4.1.1 When an employee elects to be placed on the re-employment list, the employee may immediately start to challenge bumps into vacant positions or postings with an incumbent even though the employee may still be working during the employee's notice period.

7.9.4.2 A permanent employee who has been laid-off from an ongoing position or bumped may opt to resign, collect severance pay as per article 10.20 and access Career Assistance Options (article 10.21) at any time prior to accepting a re-employment option.

7.9.5 Challenge from the Re-employment List

7.9.5.1 An employee on the re-employment list may challenge a vacancy which has been designated as a bump by applying for the position posted. If the challenger is successful, the challenger will be appointed to the position and the bumper will proceed to the other bumping options.

## **ARTICLE 8 TECHNOLOGICAL CHANGE**

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- 8.1 For the purposes of this agreement, "technological change" shall mean:
- (a) the introduction by the employer into the employer's work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the employer in the operation of the work, undertaking or business;
  - (b) a change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material; or
  - (c) the removal or relocation outside of the appropriate unit by an employer of any part of the employer's work, undertaking or business.
- 8.2 When the employer proposes to effect a technological change that is likely to affect the terms, conditions or tenure of employment of a significant number of employees the employer shall give notice of the technological change to the union and to the Minister at least ninety (90) days prior to the date on which the technological change is to be effected.
- 8.3 The notice mentioned in article 8.2 shall be in writing and shall state:
- (a) the nature of the technological change;
  - (b) the date upon which the employer proposes to effect the technological change;
  - (c) the number and type of employees likely to be affected by the technological change;
  - (d) the effect that the technological change is likely to have on the terms and conditions or tenure of employment of the employees affected; and
  - (e) such other information as the Minister may by regulation require.
- 8.4 The Minister may by regulation specify the number of employees or the method of determining the number of employees that shall be deemed to be "significant" for the purpose of article 8.2.
- 8.5 Where the union alleges that an employer has failed to comply with article 8.2, and the allegation is made not later than thirty (30) days after the union knew, or in the opinion of the Labour Relations Board ought to have known, of the failure of the employer to comply with article 8.2, the Labour Relations Board may, after affording an opportunity to the parties to be heard, by order:
- (a) direct the employer not to proceed with the technological change for such period not exceeding ninety (90) days as the board considers appropriate;

- (b) require the reinstatement of any employee displaced by the employer as a result of the technological change; and
  - (c) where an employee is reinstated pursuant to clause (b), require the employer to reimburse the employee for any loss of pay suffered by the employee as a result of the employee's displacement.
- 8.6 Where the union makes an allegation pursuant to article 8.5, the Labour Relations Board may, after consultation with the employer and the union, make such interim orders under article 8.5 as the Labour Relations Board considers appropriate.
- 8.7 An order of the Labour Relations Board made under clause (a) of article 8.5 is deemed to be a notice of technological change given pursuant to article 8.2.
- 8.8 Where the union receives notice of a technological change given, or deemed to have been given, by an employer pursuant to article 8.2, the union may, within thirty days from the date on which the union received the notice, serve notice on the employer in writing to commence collective bargaining for the purpose of revising the existing provisions of the collective agreement that relate to terms and conditions or tenure of employment, or for including new provisions in the collective agreement relating to such matters, to assist the employees affected by the technological change to adjust to the effect thereof.
- 8.9 The Labour Relations Board may, upon application by an employer, make an order relieving the employer from complying with the requirement of the notice served under article 8.8 or denying the union the right under article 8.8 to serve on the employer a notice to commence collective bargaining where the Labour Relations Board is satisfied that:
  - (a) the employer has given to the union a notice in writing in accordance with article 8.2;
    - (i) prior to the day on which the employer and the union entered into the collective agreement by which they are bound; or
    - (ii) not later than the first date on which either party to a collective agreement could give notice in writing to terminate or negotiate a revision of the agreement under subsection 33(4) of *The Trade Union Act*;
  - (b) the collective agreement between the employer and the union contains provisions specifying procedures by which any matters that relate to terms and conditions or tenure of employment likely to be affected by a technological change may be negotiated and finally settled during the term of the agreement.
- 8.10 Where the union has served notice to commence collective bargaining under **article 8.8**, the employer shall not affect the technological change in respect of which the notice has been served unless:

- (a) the Labour Relations Board has made an order under article 8.9 relieving the employer from the requirement of bargaining collectively with the union;
- (b) an agreement has been reached as a result of collective bargaining; or
- (c) the parties have bargained collectively but have failed to enter into or revise the collective agreement and the Minister has been served with notice in writing informing said Minister of such failure, as per *The Trade Union Act*.

8.11 Where the parties do not reach agreement within sixty (60) days after the date on which the union has received notification from the Campus of its intention of introduction of a change, the matter may be referred to an expedited arbitration process for purposes of a decision. Within seven (7) days a decision shall be rendered. Technological change shall not be introduced by SIAST until such decision is rendered. Such a decision will be final and binding on both parties.

8.12 Where new skills are required by the affected employees, said employees shall, at the expense of SIAST, be given a reasonable period of time, without reduction of hours or rates of pay and corresponding adjustments to workloads, during which time they may acquire the necessary skills required by such technological change. Where such employee successfully completes training or upgrading or instruction SIAST shall provide Prior Learning Assessment and/or certification to validate the acquired skills at no cost to the employee.

8.13 An employee who is displaced from their job as a result of technological change under this article, shall have the right to bump in accordance with article 7.

## **ARTICLE 9 HOURS OF WORK – ACADEMIC**

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Instructional staff are expected to perform their related professional responsibilities. SIAST recognizes the right of an academic employee to exercise professional discretion with the employee's time other than the assigned hours with a recognition that a reasonable amount of time dedicated to preparation, evaluation and other complementary functions is an integral part of an employee's job. A complementary function is considered as the administrative activity required by an employee to provide a quality program.

Professional discretion is an attitude. Instructors are expected to work in a collegial model, in a cooperative and consultative manner with their peers, supervisors, management, advisory boards, **Professional Services** and accreditation bodies.

Instructors shall exercise professional discretion to determine when, where and how activities are to be performed to maximize efficiency and productivity. Instructors recognize that professional discretion will be exercised within collaboratively established program guidelines.

Instructors are not an entity unto themselves. Although instructors have the discretion to regulate their activities outside of assigned hours, there are still guidelines to be adhered to. Management sets division and program parameters, but they do not do this in isolation. It is expected that instructors, funding agencies, accreditation bodies, and other relevant organizations have input into the parameters. The same principle holds true in a program or course. Instructors and their supervisors determine the general directions of a program in a cooperative, consultative manner. If there are disputes the supervisors and instructors have to resolve them in a professional and responsible manner. In a particular course, most of the parameters (scheduling, curriculum outline, delivery methods, etc.) have been laid out, but instructors have discretion within the specific parameters and are responsible for delivering a quality program.

Complementary functions are activities required by an instructor, in addition to student contact, which reflect a professional commitment to quality education.

Following are some examples of what is, and what is not professional discretion:

### Meetings:

Instructors of a program, in consultation with the supervisor, discuss and agree to an appropriate number of meetings and time scheduled for meetings. Flexibility is the key, various factors should be considered but ultimately there should be agreement. As a general rule, more than four hours of meetings on average per month shall be considered excessive.

### Committee Work:

Most programs have some form of committee work. Committees may be determined by the program and some may be dictated by accreditation bodies, but again cooperation and flexibility are the key. As a general rule, more than four hours of committee work on average per month would be considered excessive.

### Preparation and Evaluation:

In most cases, programs must determine the general guidelines for factors such as curriculum, scheduling, etc. Instructors have the discretion to develop courses where, when, and how they see appropriate within the guidelines. It is expected that instructors spend a reasonable amount of time preparing and evaluating courses. Program preparation and evaluation projects that are assigned are part of a combined assignment.

### Counselling/Advising of Students:

Instructors are expected to be available for counselling/advising of students. Instructors are not expected to have specific office hours unless determined to be necessary by their program, but are expected to have times set aside for students to make appointments. Appointments for advising students would be scheduled within the assigned hours for Category E while Category A, B, C and D would schedule them outside of assigned hours.

### Attendance at the Work Site:

Instructors who have completed their assigned hours have the discretion not to be on-site; however, common sense must be applied. In a collegial model instructors will be required to work with their colleagues on-site. If instructors are not on-site, common courtesy dictates that they leave a phone number with clerical staff or supervisor.

The paramount observation is that all concerned (instructors and management) have the duty to recognize that full-time instructors are hired for **one hundred ninety-nine (199)** days and their objective is to ensure that work is allocated in a manner which meets this objective.

It is understood that SIAST operates in a "peak and valley" work situation. Some days may have longer than normal student contact hours which makes it impossible to accomplish some complementary functions. It is also understood that some of these complementary functions may be accomplished during non-student contact periods.

The following is a guide, not an all-inclusive list:

Student Contact #	Complementary Function	Non-Instructional Assignment
<ul style="list-style-type: none"> <li>- assigned Student Contact (labs, shop, lecture, practicum)</li> <li>- assigned field trips</li> <li>- testing</li> </ul>	<ul style="list-style-type: none"> <li>- staff meetings</li> <li>*- student progress meetings</li> <li>*- student consultation &amp; advising</li> <li>- preparation for class (course)</li> <li>- audiovisual preparation</li> <li>*- student evaluation</li> <li>- program evaluation</li> <li>- exams (preparing &amp; marking)</li> <li>- keeping up to date/currency (P.D.)</li> <li>- Industry contact</li> <li>- committee work</li> <li>*- arranging for field work/practicum/clinical</li> <li>- equipment repair/inventory/maintenance</li> <li>- student record keeping</li> <li>*- case conferences</li> <li>- marketing</li> <li>- administrative tasks</li> <li>*-advisory board meetings</li> <li>*-program meetings</li> </ul>	<ul style="list-style-type: none"> <li>- curriculum development</li> <li>- projects</li> <li>- some practicum (placement &amp; monitoring)</li> <li>- marketing</li> <li>- supervisory responsibilities</li> <li>- travel time</li> <li>- prior learning assessment</li> </ul>
	* Category E – included in cap	

# Student contact is time assigned by SIAST that requires the instructor to have face to face contact with a student or specific assignments designated by the \* (for Category E).

9.1 Work Year

9.1.1 All members of the academic unit will work on the basis of a **one hundred ninety nine (199)** assigned day year.

9.1.1.1 All instructors of the academic unit shall receive one scheduled preparation day per academic year at the instructor’s professional discretion.

9.2 Instructional Assignments

9.2.1 An assigned hour is an instructional student contact hour assigned by SIAST.

9.2.2 An assigned instructional hour shall be fifty (50) to sixty (60) minutes of scheduled instruction to students.

9.2.2.1 An assigned contact hour may include up to ten (10) minutes for activities other than direct student contact. These activities may include: moving to different classrooms, accessing resources, moving equipment, etc. These activities can occur at the appropriate time (beginning, middle or end) within scheduled contact hours but cannot be accumulated for the purpose of altering the start/stop times of the day. Up to ten (10) minutes can be pro-rated for classes greater or lesser than sixty (60) minutes. A contact hour is sixty (60) minutes including any break assignment that may or may not have occurred. For purposes of this article the activities other than direct student contact for categories A1 and E will consist of breaks totalling thirty (30) minutes which will be scheduled in each assigned day. Such breaks will be considered part of the assigned hours.

9.2.3 Category Caps

9.2.3.1 The following are the maximum assigned instructional student contact hours and constitutes the equivalent of a full instructional student contact assignment.

<u>Category</u>	<u>Maximum</u>
A. Laboratory/Shop	
1. Classroom/Shop	900
2. Classroom/Laboratory	825
B. Health Sciences/Community Services	825
C. Lecture	625
D. B.E./Individualized	1000
E. C.B.E. (Effective September 1, 2005 all programs except Truck Driver Training, Vocational Forestry and Heavy Equipment Operator shall move to category A.1)	
1. Scheduled	1100
2. Unscheduled	1200
F. Field-based	1200

9.2.3.2 A part-time instructor's category cap will be prorated in accordance with assigned days. The formula is as follows:

$$\frac{\text{Assigned Days}}{199} \times \text{Category Cap} = \text{Pro-rated Category Cap}$$

9.2.3.3 An instructor who works on a part-day basis will have their daily cap determined on the basis of the category cap divided by **one hundred ninety-nine (199)**. It is

expected that the instructor will complete the complementary functions associated with the assigned hours.

9.2.3.4 Calculation of Maximum Complementary Functions

**9.2.3.4.1** For reference purposes, the maximum complementary function for each assigned hour will be calculated on the basis of the following formula:

$$\frac{DDD}{AAA}$$

$$DDD = 1442.75 - AAA$$

$$AAA = \text{Annual Category Cap}$$

9.2.4 Instructors appointed as program heads/department heads shall have their instructional contact hours reduced by an amount determined by the dean in consultation with the instructor.

9.2.5 The current listing of program categories is as contained in appendix "C" and may be reviewed at each round of bargaining by the parties for correctness of categorization.

9.2.6 Determination/Review of Category Cap

9.2.6.1 The category of any new or substantially changed program will be determined by the dean after consideration of the subject matter, instructional methods, and instructional environment. The union and affected employee(s) will be notified of the decision and will have the option to appeal as per article 9.7.

9.2.6.2 Requests for reviews of category caps for existing programs may be made by employee(s) to the appropriate dean. If the request for a program category change is successful, it will become effective at the beginning of the academic year following, unless agreed to be implemented at an earlier date, by mutual agreement between the parties. If the request for a program category change is unsuccessful, the affected employee(s) will be notified of the decision and will have the option to appeal as per article 9.7.

9.2.7 SIAST recognizes that these maximums are not a goal for assigned hours but represent a guideline not to be exceeded.

9.2.8 The assigned student instructional contact hours of a full-time instructor may vary below the established category caps.

9.2.9 Determination of Extra Pay

9.2.9.1 An instructor who exceeds the cap of assigned student instructional contact hours for the category will receive pay or time off with pay in lieu thereof. The amount of pay will be determined by the following formula:

$$\frac{BBB}{AAA} \times CCC$$

AAA = Annual Category Cap  
 BBB = Hours exceeding annual Category Cap  
 CCC = Annual Salary

9.2.9.2 The amount of extra pay for a part-time instructor will be determined by the following formula:

$$\frac{BB}{AA} \times CC$$

AA = Pro-rated annual Category Cap  
 BB = Hours exceeding pro-rated annual Category Cap  
 CC = Pro-rated annual Salary

9.2.10 Determination of Time Off

9.2.10.1 Time off with pay in lieu will be taken at the rate of one (1) assigned hour for each additional hour or portion thereof accumulated.

**9.2.10.2** The determination of time off will be calculated by the following formula:

$$\frac{BBB}{X} = \text{Number of days to be taken}$$

$$\frac{AAA}{199} = X$$

AAA = Annual Category Cap  
 BBB = Hours exceeding the Category Cap

9.2.11 It will be determined by mutual agreement between the employee and supervisor whether compensation will be by pay, time off or some combination. Where there is no mutual agreement, compensation will be paid.

9.2.12 Whenever possible instructors will have days assigned for program maintenance at the program head's discretion and the dean's approval.

9.2.13 There will be no split-shifting.

9.2.14 Except in the case of unforeseeable circumstances, each instructor shall be notified of their instructional load at least thirty (30) calendar days prior to the start of the instructor's assignment. When program needs require a change in an employee's profile/load, thirty (30) calendar days written notice thereof will be given to the employee whenever possible.

**9.2.15** Travel time for instructors assigned to a location other than their assigned locale will be included within the assigned days on the instructor's **one hundred ninety-nine (199)** day profile. These hours do not constitute instructional contact hours,

but will be recognized as part of a combined assignment. Travel time for employee initiated professional development activities does not count as part of a combined assignment. Travel time for SIAST initiated program/professional development is considered a non-instructional assignment and counts toward a combined assignment.

**9.2.16** Where an instructor has a combined instructional assignment, the formula will be:

$$\left[ \left( \frac{A}{B} + \frac{C}{D} \right) - 1 \right] \times 199 = \text{Extra Days}$$

- A = Assigned instructional hours in the first (1st program).
- B = Cap of first (1st) program.
- C = Assigned instructional hours in the second (2nd) program.
- D = Cap of second (2nd) program.

Compensation will be made as per article 9.2.11.

**9.3** Non-instructional Assignments

**9.3.1** Each employee in this category will work on the basis of **one thousand four hundred forty-two point seven five(1442.75)** hours over a **one hundred ninety-nine (199)** assigned day period.

**9.3.2** When an employee works in excess of the amount set out in article 9.3.1 the employee will receive extra pay; time-off in lieu may be taken by mutual agreement. The amount owed or time-off in lieu will be calculated by:

$$A - 1442.75 \text{ hours} = C$$

A = Hours assigned to work in a **one hundred ninety-nine (199)** assigned day period

C = Amount owed (hours)

**9.3.3** Assigned travel time will be part of an employee's assignment.

**9.3.4** There will be no split-shifting.

**9.3.5** Except in the case of unforeseeable circumstances, each employee shall be notified of their workload at least thirty (30) calendar days prior to the start of the employee's assignment. When program needs require a change in an employee's profile/load, thirty (30) calendar days' written notice thereof will be given to the employee whenever possible.

**9.3.6** Interpreters

9.3.6.1 Interpreters shall be assigned on the following basis:

- (a) 200 Day Year
- (b) Maximum 22 hours contact per week.
- (c) Hours of work includes classes, counseling breaks and meetings.
- (d) Five minute break each ½ hour or ten minutes each hour.
- (e) Classes over one hour must utilize the team approach.

9.4 Instructional and Non-instructional Combined Assignments

**9.4.1** Any instructor, regardless of designated category, can be designated by management as working in a combined assignment for part or all of the **one hundred ninety-nine (199)** day assignment.

9.4.2 Each instructor in this category will work on a pro-rata basis combining instructional and non-instructional assignments.

**9.4.3** Work in excess of the regular pro-rated assignment will be calculated on the basis of the following formula:

Compensation will be made as per article 9.2.11.

$$\left[ \left( \frac{A}{B} + \frac{C}{D} \right) - 1 \right] \times \mathbf{199} = \text{Extra Days}$$

A = Assigned instructional hours

B = Maximum assigned instructional hours

C = Assigned non-instructional time

D = **1442.75**

9.4.4 Travel time will be applied to an employee in this category on the basis of article 9.2.15 and 9.3.3.

9.4.5 Instructors appointed as program heads/department heads shall have their instructional contact hours reduced by an amount determined by the dean in consultation with the instructor.

9.4.6 There will be no split-shifting.

9.4.7 Except in the case of unforeseeable circumstances, each instructor shall be notified of their instructional load at least thirty (30) calendar days prior to the start of the instructor's assignment. When program needs require a change in an employee's profile/load, thirty (30) calendar days' written notice thereof will be given to the employee whenever possible.

9.5 Year-End Reconciliation

9.5.1 Additional pay/time off in lieu earned in an academic year will be reconciled at the end of the academic year. When earned time off in lieu remains unused at

academic year end, it will be paid out at the employee's rate of pay in effect on the last day of that academic year.

**9.6**            Additional Hours

Student contact hours worked beyond the maximum of a category cap or in excess of a value of:

will be by mutual agreement of the employee and the dean.

$$\left[ \frac{A}{B} + \frac{C}{D} \right] = 1$$

- A = Assigned instructional hours
- B = Maximum assigned instructional hours
- C = Assigned non-instructional time
- D = **1442.75**

**9.7**            Hours of Work Appeal Procedure

9.7.1           All hours of work problems will be discussed with the divisional dean before proceeding with the appeal procedure.

9.7.2           There will be a SIAST/SGEU Hours of Work Advisory Committee established.

9.7.3           The committee will consist of four (4) members, two (2) appointed by the union and two (2) appointed by SIAST.

9.7.4           The purpose of this committee will be to resolve all disputes in regard to hours of work as quickly as possible. This is to ensure consistent application in a fair and equitable manner.

9.7.5           This committee will endeavour to meet within one (1) week of receiving a request to resolve a dispute.

9.7.6           A decision made by a majority of the committee shall be sent to the employee, supervisor and the dean within one (1) week of the meeting.

9.7.7           Decisions made by this committee will be binding to the employee, supervisor and Campus involved.

9.7.8           If a dispute cannot be resolved by this committee, the dispute will be referred to an hours of work arbitrator. The arbitrator will be jointly selected by the campus committee chairperson(s) and the dean/director involved.

9.7.9           The arbitrator will make a binding decision.

**9.8**            Hours of Work for Brokerage Arrangements

**9.8.1**

All assignments, within brokerage arrangements, which the employer chooses to fill, will be scheduled according to the following provisions:

- (a) Maximum student contact hours of 1200.
- (b) Maximum hours of work (instructional and complementary functions) of **1442.75**.
- (c) Salary shall be determined as per article 10.2.2.
- (d) Five assigned days to set up the program/course.\*
- (e) Five assigned days to wrap up the program/course.\*
- (f) A minimum of one trip (return) per assignment from the program's base locale if the instructor's assignment is at a different locale than their home locale. This will include travel expenses.
- (g) When the program is delivered outside of a campus locale, the employer may choose to pay travel, meals and accommodation.

\*The employer may increase or decrease the set up and wrap up time as per program/course requirements.

## **ARTICLE 10 PAY ADMINISTRATION**

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- 10.1 Rates of Pay
- 10.1.1 The rates of pay contained in appendix "A" attached to and forming part of this agreement, shall be the rates paid to the employees occupying positions allocated to the appropriate classifications.
- 10.1.2 The parties agree these salary tables meet the requirements of the Equal Pay for Work of Equal Value and Pay Equity Policy Framework.
- 10.1.3 The employer agrees to recognize the principle of equal pay for work of equal value regardless of the sex of the employee.
- 10.2 Pay Periods
- 10.2.1** All employees shall be paid bi-weekly, on Friday. **Effective July 1, 2007, all full-time employees shall be paid semi-monthly; all other employees shall continue to be paid bi-weekly.**
- 10.2.2** Employees working on a part-time or casual basis shall be paid at the rate of **one/one hundred ninety-ninth (1/199)** of their annual salary for each day assigned.
- 10.2.2.1** Part-time employees who work on a part-day basis shall be paid the above assigned daily rate on a pro-rated basis. The pro-rating shall be based on the portion of a day the part-time employee has worked compared to the category cap divided by **one hundred ninety-nine (199)** .
- 10.2.3 All employees will receive their pay and travel expense claim by direct electronic deposit to the bank or Credit Union of their choice.
- 10.2.4** Employees will receive notification of statement of earnings on **mySIAST**. Employees who do not have access to **mySIAST** shall receive a statement showing the gross amount earned, itemized deductions there from and the net amount payable.
- 10.3 Pay for Full-time Employees
- 10.3.1** An employee who is assigned to work in excess of **one hundred ninety-nine (199)** days in one (1) academic year shall be paid at the rate of **1/199** of the employee's current annual salary for each day so assigned (subject to article 12.1.2 and 12.1.3).
- 10.4 Initial Placement
- 10.4.1 New employees will be placed on a step in the appropriate salary table on the basis of their experience. The experience will be determined on the basis of one (1) step for each of the first two years of relevant experience and one (1) step for every two (2) years of relevant experience thereafter up to the maximum of the salary table.
- 10.5 Experience Factor

- 10.5.1 For instructors, either instructional/teaching experience, or what is judged to be relevant commercial or industrial experience, will comprise this experience factor.
- 10.5.2 For instructors with a required doctorate, either instructional/teaching experience or practice at the doctorate level will comprise this experience factor.
- 10.5.3 For counsellors, counselling experience will comprise this experience factor.
- 10.5.4 For librarians, experience as a librarian will comprise this experience factor.
- 10.5.5 For interpreters, interpreting experience will comprise this experience factor.
- 10.5.6 For instructor aides, experience as an instructor aide or as an instructor will comprise this experience factor.
- 10.5.7 The experience must have occurred within the last twenty (20) years prior to the date of initial appointment.
- 10.5.8 For all classifications, only post qualification experience will be recognized.
- 10.5.9 The employer will post, on the Careers @ SIAST Web Page, the initial placement, and an outline of the experience of the person appointed. Any employee in the same specialty, who is being paid at a step lower in the salary table and who believes they possess experience equivalent to the person appointed above the minimum, may, within thirty (30) calendar days of such publication, request that the employer review the employee's experience and salary. If, as a result of the review, a salary adjustment is considered to be warranted, the employer shall so authorize.
- 10.5.9.1 Where original recruitment is authorized at any step above the minimum prescribed in article 10.4.1, SIAST will adjust upwards to the same step as the new hire, all employees in that particular speciality.
- 10.6 Educational Supplements
- 10.6.1 Once employees have been placed on the salary table they will then receive an educational supplement as described in appendix B if they qualify.
- 10.6.1.1 An instructor that does not have education/training recognized by the educational supplements described in appendix B shall have their education supplement determined on the basis of article 10.9.1 d).
- 10.6.2 Only employees required to have a doctorate will be eligible to receive educational supplement D.
- 10.7 Market Stipends
- 10.7.1 SIAST, in consultation with the union, may implement temporary stipends to address recruitment/retention issues. When temporary stipends are established the following shall apply:

1. They will be reviewed annually.
2. This stipend may be adjusted or terminated in accordance with market changes.
3. They will be treated as regular salary for all payroll purposes. General wage increases will be calculated on the regular base salary.
4. The stipend will apply to all employees in that particular specialty.

10.8 Annual Increments

10.8.1 All probationary and permanent employees shall receive within salary table increments effective July 1.

10.8.2 An employee will be entitled to the annual increment in the employee's salary table on the employee's annual increment date provided that the employee has been authorized and has reported for work a minimum of one hundred and eighty (180) assigned days since the employee's last increment.

10.8.3 When an employee returns to work after a leave of absence without pay, or lay-off, the employee will be credited with all service before the leave of absence or lay-off. Having achieved the required accumulation, the employee shall receive an increment.

10.8.3.1 When an employee returns to work after a leave of absence without pay for maternity, paternity, adoption or guardianship purposes, the employee will be credited with all service before and during the leave of absence for the purpose of earning increments.

10.8.3.2 Employees who apply for and are successful in obtaining end dated positions in the other bargaining unit and who are granted definite leave from their position to provide this service will accrue time simultaneously in both units for increment purposes.

10.8.4 For the purpose of article 10.8, days paid for sick leave, pressing necessity, workers' compensation, leave with pay and union business leave shall be regarded as service.

10.9 Allocation to a New Educational Supplement

10.9.1 Employees in the instructor, educational counsellor and librarian classification shall move as set out below to the next educational supplement on the completion of:

- (a) On the completion of the relevant requirements for the next higher educational supplement.
- (b) One (1) full year of relevant accredited university education

- (c) One (1) full year of relevant SIAST education/training.
  - (d) Five hundred (500) hours of relevant courses that would be recognized by SIAST through professional development, program development, or employee development.
- 10.9.2 It shall be the responsibility of the employees to notify human resources upon successful completion of all course work and particularly of qualifications for the next educational supplement.
- 10.9.2.1 The onus shall rest on the employee to submit satisfactory evidence certifying the employee's qualifications and the effective date thereof, such evidence to be confined to an official transcript or official letter (if degree) from the granting authority.
- 10.9.3 When an employee qualifies to go from a lower educational supplement to a higher educational supplement, the employee's pay shall be adjusted to the minimum of the new educational supplement except that the rate will not be less than one full step above the employee's salary on date of allocation and not more than the maximum of the new educational supplement. If the assignment produces a rate between two (2) steps in the higher educational supplement, the salary shall be adjusted to the higher of these two (2) rates then an additional step shall be added if the employee is not at the maximum step.
- 10.9.4** The effective date of the increase shall be on the first **semi-monthly/bi-weekly** pay period following submission of documents to the employer indicating the successful completion of the course requirements.
- 10.10 Pay on Promotion
- 10.10.1 Except as described elsewhere in the collective agreement, on promotion, a employee's rate of pay shall be adjusted to the minimum of the new salary table except that the rate will not be less than one full step above the employee's salary on date of application in a reclassification situation, or date of appointment in an appointment situation and not more than the maximum of the new salary table. If the assignment produces a rate between two (2) steps in the salary table of the higher paid position, the salary shall be adjusted to the higher of these two (2) rates then an additional step shall be added if the employee is not at the maximum step.
- 10.10.2 A permanent employee who is promoted and fails the probation shall revert to the position held prior to promotion or by mutual agreement the employee may revert to a similar position. The rate of pay in the position will be adjusted upwards based on any increments which would have been earned had the employee not been promoted.
- 10.10.3 The promotion formula in article 10.10.1 shall be used when permanent employees of one (1) bargaining unit of the Campus accept higher paid positions in the other bargaining unit. This formula will also apply if a permanent employee from an out-of-scope position successfully bids to a higher level position covered by this agreement.

10.11 Pay on Demotion

10.11.1 When a permanent employee is demoted, the rate of pay for the new position shall be as follows:

10.11.1.1 Involuntary: If the rate of pay received in the previous position was more than the maximum rate of the new position, the employee will be red-circled for two (2) years, at which time the employee shall receive the maximum of the new salary table.

10.11.1.2 Involuntary: If the rate of pay received in the previous position falls within the salary table of the new position, the new rate will be the former rate received or if no such rate exists, the next higher rate.

10.11.1.3 Voluntary: If the rate of pay received in the previous position was more than the maximum rate of the new position, the new rate shall be the maximum of the new position.

10.11.1.4 Voluntary: If the rate of pay received in the previous position falls within the salary table of the new position, the new rate will be the former rate received or if no such rate exists, the next lower rate.

10.12 Supervisory Assignments

10.12.1 Stipends

**10.12.1.1** Instructors, educational counselors, and librarians assigned supervisory duties and/or in sole charge of a program will receive a **semi-monthly/bi-weekly** stipend on the basis of the number of staff reporting to them in an academic year:

Category	<b>Bi-Weekly Stipend Effective July 1, 2006</b>	<b>Semi- Monthly Stipend Effective July 1, 2007</b>	<b>Semi- Monthly Stipend Effective July 1, 2008</b>	Number of Staff
I	<b>\$103.47</b>	<b>\$117.70</b>	<b>\$123.59</b>	5 or less
II	<b>\$206.92</b>	<b>\$235.37</b>	<b>\$247.14</b>	more than 5 up to and including 15
III	<b>\$284.52</b>	<b>\$323.64</b>	<b>\$339.82</b>	more than 15 up to and including 25
IV	<b>\$336.25</b>	<b>\$382.48</b>	<b>\$401.60</b>	more than 25 up to and including 35
V	<b>\$362.11</b>	<b>\$411.90</b>	<b>\$432.50</b>	more than 35

10.12.1.2 An employee who accepts a supervisory assignment shall have the right to revert to his former assignment.

10.12.1.3 There shall be no pyramiding of supervisory stipends.

10.12.2 Monitoring/Supervising Outreach Programs

**10.12.2.1** For the purpose of determining supervisory stipends payable for monitoring/supervising outreach programs, the calculation will be made on the basis of one stipend per twenty (20) courses/programs to a maximum of three (3) stipends. A stipend is **\$77.60 (bi-weekly), effective July 1, 2006; \$88.27 (semi-monthly) effective July 1, 2007; and \$92.68 (semi-monthly) effective July 1, 2008.**

10.13 Reconciliation

**10.13.1** In the event a full-time employee is dismissed, resigns, promotes, demotes, transfers, retires, is laid-off, is on leave for the remainder of the academic year, or otherwise terminates employment from the classifications listed in Appendix A prior to the completion of the full academic year, a reconciliation of the salary paid to that date and actual salary entitlement to that date based on **one hundred ninety-ninth (1/199)** of the annual salary for each assigned day worked shall be conducted. Any monies owing shall be paid to the employee and any monies overpaid shall be recovered from the employee.

**10.13.2** In the event a full-time employee commences employment other than at the normal start of that program, the employee shall be paid on a **semi-monthly** basis in accordance with the rates of pay contained in Appendix A until the normal end of such program or June 30 following, whichever occurs first, at which time a reconciliation of salary paid to that date will be carried out in accordance with article 10.13.1 above.

**10.13.3** Full-time employees who, as a result of approved leaves of absence without pay, will not complete **one hundred ninety-nine (199)** assigned days in an academic year shall be subject to a reconciliation of the salary paid during the academic year and actual salary earned. The reconciliation calculation will be completed immediately upon approval of the leave. The employer/union may negotiate the terms of the payback for any monies owed to the employer. If the union and the employer can not agree to terms for the payback, the employee will be required to complete the payback by June 30<sup>th</sup> of that academic year.

10.14 Recovery of Wages Paid

10.14.1 In the case of death, there shall be no recovery of wages paid.

10.15 Temporary Performance of Higher Duties (TPHD)

10.15.1 Temporary performance of higher duties occurs only by assignment and neither the employee nor the out-of-scope supervisor should assume it takes place without voluntary agreement. Where an employee agrees to perform the higher duties of an employee in a higher paid position, the rate of pay shall be adjusted to the minimum of the salary table of the position being replaced or pay classification or on the basis of the promotion formula outlined in article 10.10, whichever is the greater.

- 10.15.2 Remuneration shall be payable under this subsection for all days assigned.
- 10.15.3** Temporary performance of higher duties shall not exceed twenty-nine (29) assigned/working days or fifty-nine (59) calendar days in a fiscal year. Extensions may be granted by agreement between the employee, the employer and the union. Such agreement shall not be unreasonably withheld.
- 10.15.3.1 Temporary performance of higher duties will be compensated for the minimum of one (1) day at the higher rate of pay.
- 10.15.4 Periods of temporary performance shall not produce any change in increment date but shall count for increment purposes. The rate in the TPHD position shall be, from time to time, adjusted based upon increments received in the employee's regular position.
- 10.16 Pay on Bumping or SIAST Initiated Transfer
- 10.16.1 Where, as a result of a bump or a SIAST initiated transfer, a permanent employee is employed in the same or similar position, the rate of pay shall be at the same step in the salary table as at the time of lay-off, or previous to the transfer, including any time which may have been earned toward an increment.
- 10.16.2 If an employee has no available bump, except to a position with a lower maximum salary, the employee will be red-circled for two (2) years or until the maximum salary of the new position equals or exceeds their current salary, whichever provides the greater benefit, including any time which may have been earned toward an increment.
- 10.16.2.1 If the employee is still red-circled at the conclusion of the two (2) years, the employee's salary will be reduced to the maximum salary of the lower position.
- 10.16.2.2 In cases when red-circling is applicable, the two (2) years commences at the end of the notice period.
- 10.16.2.3 When an employee is required to bump into a lower classification, the employee will be red-circled for two (2) years. If the employee is again required to bump to a lower classification within the two (2) years (this may happen more than once), the employee remains red-circled at the original pay rate until the two (2) years has expired. When the two years has expired, if the employee is still red-circled, the employee then reverts to the maximum salary in the new classification.
- 10.16.3 Employees will be red-circled at their salary excluding stipends.
- 10.16.4 Full-time employees who bump into a part-time position in a higher classification and are laid-off or bumped from that position within two (2) years and are required to bump into a classification with lower maximum salary will be red-circled at the rate of the full-time position if it is higher than the classification in which the employee bumps.

10.16.5 If an employee bumps into an assignment during the employee's notice period that results in the employee receiving lesser pay, the employee's salary will be maintained for the duration of the notice period.

10.16.6 Where, as a result of a bump, a permanent employee is employed in a position that has a higher maximum salary, the rate of pay shall be equivalent to the rate formerly received (if an identical rate exists in the new salary table), or the next higher rate (if an identical rate does not exist in the new salary table).

10.17 Pay on Re-Employment

10.17.1 Where, as a result of a competition, a permanent employee from the re-employment list is employed in a position that has a lower maximum salary, the rate of pay shall be equivalent to the rate formerly received (if an identical rate exists in the new salary table), or the next higher rate (if an identical rate does not exist in the new salary table), or the maximum rate (if the rate in the former position exceeds the maximum of the new salary table).

10.17.2 Where, as a result of a competition, a permanent employee from the re-employment list is employed in the same or similar position, the rate of pay shall be at the same step in the salary table for the position as at the time of lay-off, including any time which may have been earned toward an increment.

10.18 Transfers/Changes in the Salary Table

10.18.1 When an employee is transferred or there is a change in the salary table, the employee shall move to the same step in the new salary table as held in the previous salary table.

10.18.1.1 When an employee is transferred, the rate of pay for the new position shall be the former rate received, or where the rate is between two (2) rates in the new position, the rate of pay will be increased to the next higher step.

10.19 Calculation of Pay in Lieu

**10.19.1** Permanent full-time employees who have been laid-off shall receive not less than ten (10) weeks' notice of lay-off or pay in lieu thereof. For purposes of calculating calendar days notice under this article, the notice period will start the next working day after the employee receives notice, in writing, that the employee has been bumped or laid-off. Pay in lieu of notice will be 2.5/12 of the employee's annual salary, subject to the following:

- (a) if the employee is not required by the employer to work any assigned days during the notice period the employee will receive two and one-half (2 ½) months pay in lieu of notice.
- (b) if the employee is required to work any assigned days during the notice period the employee will be paid one **one hundred ninety-ninth (1/199)** for each day worked and will receive two and one-half (2 ½) months pay less salary earned during the notice period.

10.19.2 On the date of notice of lay-off an initial pay reconciliation calculation will occur subject to article 7.3.

10.19.3 At the conclusion of the notice period a final pay reconciliation shall be made in accordance with article 10.13.1 and subject to article 7.3.

10.20 Severance Pay

10.20.1 A permanent employee who is bumped or laid-off shall be entitled to receive severance pay on resignation on the basis of ten (10) assigned days' pay for each year of service or portion thereof (rounded up). Pay will be calculated on the basis of the employee's rate of pay at the time of separation. Severance pay is a payment to an employee to ease the effects of involuntary separation through lay-off. It is not compensation for past services.

10.20.2 Calculation of Severance

10.20.2.1 Utilize seniority list:

$$\frac{\text{Up to June 30, 1989}}{261} + \frac{\text{July 1, 1989 to June 30, 2005}}{200} + \frac{\text{July 1, 2005 to future}}{199}$$

10.20.3 Eligible years for the purposes of severance pay will include all continuous salaried employment with the employer. The calculation of eligible years for the purpose of severance will be made utilizing the seniority list, the formula included in article 10.20.2.1 and any prior out-of-scope service except when the employee has utilized the provisions of article 5.3.7 to regain their seniority and has previously collected severance or article 5.7.2 to transfer their seniority to SIAST. In those situations the employee will utilize their seniority/service since the break in service or since the transfer. For those employees with SIAST as at January 1, 1988, eligible years of service will include continuous salaried employment with the urban community colleges, the Government of Saskatchewan, or the Advanced Technology Training Centre.

10.20.4 A permanent employee who is on lay-off will be paid severance pay at the end of thirty-six (36) months on the re-employment list or on resignation from the re-employment list if the employee did not have an opportunity to remain as incumbent in their former assignment.

10.21 Career Assistance Options

**10.21.1** Permanent employees whose jobs are abolished or are laid off from ongoing positions who resign and accept severance may access the Career Assistance Options. The maximum value of Career Assistance shall be \$5,000 calculated on the basis of \$1,000 for every two (2) years of service, pro-rated for partial years.

Employees may elect one (1) or more of the following assistance options to a maximum value of \$5,000:

1. Career Counselling and Job Placement

Career counselling and job placement to a maximum of \$5,000 will be provided by any one of a number of companies and can be accessed for one year from the date the employee is laid off.

Career counselling and job placement services may include assessment, resume writing, interview coaching, job search techniques, and office support and expenses associated with attending interviews.

Employees must notify the Human Resource Office contact of their intention to access career counselling and job placement services and indicate the type of service desired.

The Human Resource Office contact will liaise with the selected company to refer to employee, and establish a defined credit account for the employee.

The selected company will invoice the HRO for all outplacement services provided.

Employees will be able to access career counselling and job placement assistance over a three (3) year period commencing the date the employee is laid off.

## 2. Retraining Assistance

Retraining assistance to a maximum of \$5,000 will be provided in the form of payment of tuition fees at any educational institute.

Employees will be able to access retraining assistance over a three (3) year period commencing the date the employee is laid off.

Upon notification by the employee of the educational institution the employee will be attending, the Human Resource **Office** contact will advise the educational institute to invoice the respective department for tuition fees incurred by the employee.

## 3. Saskatchewan Relocation Assistance

Relocation assistance to a maximum value of \$5,000 will be administered in accordance with the provisions of the current relocation policy.

Relocation assistance will be limited to in-province relocation expenses.

Employees may access the relocation assistance over a one (1) year period commencing the date the employee is laid off.

## 4. Career Adjustment Assistance

Career adjustment assistance to a maximum of \$5,000 will be provided on a reimbursement basis for expenses employees incur in pursuing alternate employment opportunities.

Employees may access Career Adjustment Assistance over a one (1) year period commencing the date the employee is laid off.

Expenses that would be considered for reimbursement include business start-up costs, travel expenses incurred in attending interviews, etc.

5. Enhanced Severance

Enhanced Severance calculated on the basis of one (1) week's salary for every year worked to a maximum of five (5) weeks or \$3,000 will be provided to employees who elect to resign and access Career Assistance. Enhanced Severance shall be the lesser of five (5) weeks' salary or \$3,000.

Employees may access the Enhanced Severance provision over a three (3) year period commencing the date the employee is laid off.

10.22 Pay Administration for the Co-operative Education Program

**10.22.1** Due to the nature of the Co-operative Education Program , it may be desirable to assign an employee for up to **219** days in one year and **179** days in the next year or vice versa. This works out to an average of **three hundred ninety eight (398)** days in a 2-year period. Pay will continue on a regular basis as though the employee had worked **199** days each year. An employee working under this provision shall maintain full-time status and shall accrue seniority and all other benefits as if each academic year consisted of **one hundred ninety nine (199)** assigned days.

**10.22.1.1** If the employee works less than **three hundred ninety eight (398)** days in the 2 year period, the seniority shall be adjusted in the second year.

**10.22.2** In the event that an employee terminates employment after one year, that employee shall be reconciled on June 30 of that year with the benefits and pension based on at least **one hundred ninety-nine (199)** days of completed work.

10.23 Emergency Advances

10.23.1 An employee may receive an emergency salary advance. The employee will make application for an advance to the campus director. Subject to approval by the campus director, and provided the employee has requested the advance before noon, the employee will receive the advance on the day following the date of application. The advance will not be more than the net amount payable for that pay period.

**ARTICLE 11 ALLOWANCES, DIFFERENTIALS AND OTHER PAYMENTS**

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11.1 Travel

11.1.1 SIAST agrees to follow the Public Service Commission review dates and kilometre rates (including the kilometre rates for incidental kilometre expenses).

**11.1.1.1** Rates are posted and regularly updated on **mySIAST**.

11.2 Incidental Kilometre Expenses

11.2.1 The allowance payable to employees authorized on an incidental basis to use privately owned vehicles for Campus business is as follows:

1. Car: Subject to a minimum allowance of \$5.00 per day, \$1.50 per hour (pro-rated for shorter periods) for actual usage to a maximum of \$6.00 per day or the appropriate Public Service Commission kilometre rate, whichever is greater.
2. Truck: Subject to a minimum allowance of \$5.00 per day (1/2 or 3/4 ton) - \$2.00 per hour for actual hauling time to a maximum of \$7.00 per day, or the appropriate Public Service Commission kilometre rate, whichever is the greater.

11.3 Hotel Accommodation

11.3.1 Hotel - actual and reasonable charges supported by a receipt. Charges in excess of such amounts as may from time to time be determined by the employer must be approved by the immediate out-of-scope supervisor.

11.3.2 An amount of twenty-five (25) dollars per night (no receipt necessary) will be paid for accommodation in private residences or in private trailers.

11.3.3 Amounts in excess of twenty-five (25) dollars per night for accommodation in private residences will be accepted only when accompanied by a receipt and a signed statement from the employee that no other accommodation was available.

11.4 Meals

**11.4.1** The following rates include GST and meal gratuities. Where a charge is made for a banquet, it will be in lieu for the meal rate provided for that meal.

Per diem allowance	<b>\$41.00</b>
For partial days:	
Breakfast	\$8.00
Dinner	<b>\$14.00</b>
Supper	<b>\$19.00</b>

11.4.1.1 No claim for a meal allowance may be made for:

- breakfast, if the time of departure is later than 7:30 a.m. or the time of return is earlier than 8:30 a.m., or
- dinner, if the time of departure is later than 11:30 a.m. or the time of return is earlier than 12:30 p.m., or
- supper, if the time of departure is later than 5:30 p.m. or the time of return is earlier than 6:30 p.m.

11.4.1.2 Notwithstanding the above, an employee authorized away from the employee's locale after 5:30 p.m. and having worked six (6) hours after 5:30 p.m. will be eligible for a dinner meal allowance. No allowance will be paid to employees on overtime rates, nor shall more than three (3) meals be claimed for in one (1) day.

11.5 On SIAST Business Outside the Province

11.5.1 Hotel Accommodation

11.5.1.1 Hotel Accommodation: Actual and reasonable charges supported by a receipt.

11.5.2 Meals

**11.5.2.1** The following rates include GST and meal gratuities. Where a charge is made for a banquet, it will be in lieu for the meal rate provided for that meal. Appropriate exchange rates will be applicable if higher.

Per diem allowance	<b>\$51.00</b>
For partial days:	
Breakfast	\$11.00
Dinner	<b>\$16.00</b>
Supper	<b>\$24.00</b>

11.6 Incidental Expenses

11.6.1 Actual and reasonable charges for such things as taxis, off-street parking and storage of employer vehicles. Expenses such as telephone, laundry, dry-cleaning and other expenses shall be reimbursed subject to employer approval. Receipts shall be required for all the above expenses. Metered parking to a maximum of \$4.00 without receipts.

11.7 Northern Allowance

11.7.1 Employees stationed at a work location above the 54 degree parallel (including Cumberland House, but excluding Meadow Lake and La Ronge) shall be paid an allowance of one hundred and fifty dollars (\$150) per month over and above their basic rate of pay for each full month stationed there.

**11.7.1.1** The kilometre rate for travel north of the 54<sup>th</sup> parallel will be posted and regularly updated on **mySIAST**.

- 11.8            Relocation Allowance
- 11.8.1        Except as specifically provided elsewhere in this agreement, a permanent employee who is required to change locale shall be entitled to the relocation allowances contained in the SIAST Policy Manual available on the SIAST Home Page.
- 11.9            Acceptable Housing is Not Available
- 11.9.1        An employee required to travel to communities where acceptable housing is not available shall be paid mileage from the nearest community in which housing is available to their place of work.
- 11.10          Protective Clothing and Personal Loss
- 11.10.1       The intent of this article is to compensate employees for occasional, unexpected damage to clothing or personal effects while carrying out duties associated with their job.
- 11.10.2       This article will not apply in cases where repair or replacement is necessitated by normal wear and tear.
- 11.10.3       An employee is expected to exercise reasonable care and caution to avoid damage. If an employee has protective clothing and apparatus the employee is expected to wear it to protect their personal clothes, jewellery and eye glasses. Jewellery should not be worn in shop or lab areas where it may be a safety hazard or it may be broken or damaged.
- 11.10.4       An employee who is not wearing protective clothing and apparatus will not be compensated for damages which would not have occurred had they been wearing it.
- 11.10.5       An employee is expected to be responsible and reasonable in their choice of clothing they wear to work.
- 11.10.6       Where an employee suffers damage to clothing as a direct consequence of performing required duties, the employer will compensate the employee to a maximum of three hundred dollars (\$300.00) per incident where the loss is not otherwise compensated. Any incident of such loss suffered by an employee must be reported to the employee's supervisor.
- 11.10.7       If an employee suffers damage to their clothing or personal effects they are to report the incident to their supervisor that day. The supervisor will determine if the incident falls within the intent of this article. The supervisor will report the incident to the dean's office of their division. The dean or out-of-scope designate will assess the damage. Compensation will be based on the current replacement value of the article. The dean's office will authorize and initiate payment.

- 11.11            Danger Pay
- 11.11.1        Employees working with inmates at the Saskatchewan Penitentiary, the Provincial Correctional Centres and the Regional Psychiatric Centre shall receive the penitentiary factor allowance of eight dollars (\$8.00) per working day and such increases as negotiated between the federal government and PSAC. Danger pay is not prorated in situations where the employee spends less than a full day in the Saskatchewan Penitentiary, the Provincial Correctional Centre, or the Regional Psychiatric Centre.
- 11.12            Payment of Professional Fees
- 11.12.1        SIAST agrees to pay the professional fees of all employees who are required as a condition of employment to be a member of an association.
- 11.13            Shift Differential
- 11.13.1        In addition to the regular rates of pay, a shift differential in the amount of 70 cents per hour or a minimum of three dollars (\$3.00) per day shall be paid for all hours assigned between the hours of 5:00 p.m. and 7:30 a.m. Shift Differential shall not be a part of basic wage rates or be used in calculating overtime rates, nor shall it be paid for any hours for which overtime rates are being paid.
- 11.14            Childcare Expenses
- 11.14.1        Employees authorized to travel and remain overnight on SIAST business outside their own locale shall be entitled to claim for actual and reasonable costs incurred in obtaining childcare if no other member of the family is available to provide such care. Such expenses are not intended to reimburse the claimant for childcare expenses they would have normally incurred had the employee been performing the employee's normal work on that day. These provisions do not apply to employees that are normally required to travel in their job.
- 11.15            Call-back
- 11.15.1        An employee who receives a call-back for overtime after leaving the place of work shall be paid for a minimum two (2) assigned hours. Employees may accumulate the hours to be taken as time off in lieu with the agreement of the employer.
- 11.16            Standby
- 11.16.1        Definition - Standby duty shall mean a period during which an employee is not on regular duty but during which the employee is assigned to be on call and immediately available to return to work. In no case shall such assignment be less than one (1) hour.
- 11.16.2        Standby Pay - The employee shall be paid the sum of \$1.50 per hour, for actual hours on standby duty.
- 11.16.3        All employees required to be on standby shall be assigned a pager to facilitate employer contact.

- 11.16.4 No employee of SIAST will be required to be on standby for more than two (2) weekends in four (4).
- 11.16.5 Employees accepting a standby assignment shall be deemed to be accepting of a call-back if it is a result of a situation arising from a standby assignment.

## **ARTICLE 12 UNASSIGNED DAYS**

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### 12.1 Unassigned Days

- 12.1.1 For all employees unassigned days shall be deemed to be full compensation for vacation leave and designated holidays.
- 12.1.2 Full-time employees shall be entitled, in each year, to a minimum of six (6) consecutive weeks of unassigned days. The six (6) week period shall include the month of July and/or August. No employee shall be required to work for more than two hundred and ten (210) assigned days without these unassigned days.
- 12.1.3 An employee may waive their right to six (6) consecutive weeks of unassigned days as outlined in article 12.1.2 above. Such employees shall complete the prescribed "Waiver of Unassigned Days" form. This form must be signed by the employee and the employee's out-of-scope supervisor and a copy forwarded to the local campus committee chairperson.

**ARTICLE 13 SUCCESSION PLANNING INCENTIVE PLAN**

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**The Succession Planning Incentive Plan is to be discontinued effective June 30, 2008.**

13.1 Eligibility

13.1.1 In order to facilitate succession planning in a managed fashion, SIAST may offer incentives to any employee from the academic bargaining unit, based on funding in article 13.2 that meets the following criteria:

- (a) age 55 or over with a minimum of 10 years of SIAST pensionable\* service;  
or
- (b) has a minimum of 25 years of pensionable\* service with at least 10 of those years at SIAST.

<p>* For the purposes of this article, pensionable service denotes all periods of employment during which an employee was eligible to contribute to a pension plan listed in article 18.</p>
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13.2 Funding

13.2.1 SIAST shall commit at least \$260,000.00 per year to fund this incentive plan.

13.2.2 Monies allotted to but not utilized by this fund will be allowed to accumulate and be utilized in the next fiscal year.

13.2.3 At no time will the allotment and the accumulation from the previous fiscal/academic year be allowed to exceed \$520,000.00.

13.3 Criteria to Ensure Program Viability

13.3.1 If more than one employee from a program/department applies for and is eligible for this plan, SIAST will not be required to approve multiple applicants if more than one employee leaving the program/department in a fiscal/academic year threatens the viability of the program/department. Those not approved due to viability will be considered first the next fiscal/academic year should they reapply.

13.4 Process

**13.4.1** Employees wishing to be considered for this plan will indicate, in writing, to the Human Resources **consultant** between September 1 and October 31 of the year in which they wish to be eligible for this plan. The employee must meet the age requirements on or before December 31 of the year in which they apply.

13.4.2 An employee who has been offered an incentive by SIAST has the right to accept or to decline the offer within thirty (30) calendar days of the offer being made.

13.4.3 All employees who apply for this plan will be notified of acceptance or rejection by December 31 of the year in which they applied.

13.4.4 In the event of acceptance of an offer of this plan, the employee's date of resignation shall be effective on a date mutually agreed upon between SIAST and the employee, but not later than June 30 of year following the year in which the employee was accepted for this Plan.

13.5 Incentive Amounts

13.5.1 The incentive will be paid in one lump sum on the effective date of resignation, or for optimum tax advantage, on an agreed-upon deferred date or in predetermined installments acceptable to the employee and will be based on basic salary without allowances/stipends/increments, etc., in the following amounts:

Age at Incentive Plan Application**	Payout:
63	10% of annual salary to a maximum of \$5,000.00
62	20% of annual salary to a maximum of \$10,000.00
61	30% of annual salary to a maximum of \$15,000.00
60	40% of annual salary to a maximum of \$20,000.00
55-59	50% of annual salary to a maximum of \$25,000.00
OR	
Under 55 with 25 years of pensionable service	

\*\* All thresholds require 10 years of SIAST pensionable service.

13.5.1.1 The age used in determining a successful applicant's payout amount will be their age as at the date of receipt of their application to this plan.

## **ARTICLE 14 CLASSIFICATION SPECIFICATION PLAN**

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- 14.1 The employer shall establish and maintain a Classification Specification Plan which will specify the qualifications, skills, abilities and experience required for each job. Amendments shall be made from time to time as changes in organization and work assignments require. Copies of such amendments shall be forwarded to the union. All jobs shall be allocated to one (1) of the classifications set forth in this agreement.
- 14.1.1 Notwithstanding article 14.1, the parties agree to maintain the old Public Service Classification Plan until such time as the new SIAST Classification Plan is established.
- 14.1.2 The employer shall provide a current copy of all classification specifications to the union at their request.
- 14.1.2.1 A copy of all amended job descriptions will be forwarded to the union for information a minimum of one (1) week in advance of utilization.
- 14.1.3 All new or revised classifications and positions shall be established in accordance with this article. If the position is to be included in-scope, SIAST shall negotiate the probationary period, the hours of work designation and rate of pay with the union. If no agreement is reached, the employer may advertise the position at a salary table which is the lower of the proposed salary tables advanced by each party, subject to the arbitration procedure in article 25.
- 14.1.4 If the employer intends to establish a position that they consider out of the scope, the union shall be informed of that fact and provisions of article 2.2 shall apply.

## ARTICLE 15 SICK LEAVE

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### 15.1 Sick Leave Definition

**15.1.1** Sick leave, for purposes of this article, means that period of time an employee is absent from work with full pay by virtue of being sick or disabled or under examination or treatment of a physician, chiropractor or dentist, attending Employee and Family Assistance Program (EFAP) sessions, or because of an accident or illness for which compensation is not payable elsewhere in this agreement. Coverage will be provided under this article for an employee to accompany the employee's dependent in any of the above planned appointments, treatments or sessions.

### 15.2 Sick Leave Credits/Accumulation

**15.2.1** Employees shall earn sick leave credits based on the following rate: **one hundred ninety-nine (199)** assigned day work schedule, shall earn sick leave credits at the rate of one and one-half (1½) days for each twenty (20) assigned days to a maximum of fifteen (15) days per academic year. Employees who work less than full-time shall earn sick leave on a pro-rata basis. All employees will earn pro-rata amounts in the year that they terminate their employment. Employees who are assigned 199 days in an academic year shall earn fifteen (15) days per academic year.

15.2.1.1 Any unused days of the foregoing amounts shall be accumulated from year to year.

**15.2.1.2** **SIAST shall maintain two (2) sick leave banks for each employee.**

**15.2.1.3** **At least three (3) days from each fifteen (15) days of sick leave accumulated shall be set aside as leave with pay under the benefits described in article 16.6 and the benefit described in article 16.7, or attending Employee and Family Assistance Program (EFAP) sessions.**

**15.2.1.4** **Twelve (12) days from each fifteen (15) accumulated days of sick leave shall be set aside as leave with pay for a period of time an employee is absent from work by virtue of being sick or disabled or under examination or treatment by a physician, chiropractor or dentist or because of an accident or illness for which compensation is not payable elsewhere in this agreement. Whenever this bank has reached an accumulation of seventy-five (75) days, all sick leave accumulations will be stored in the sick leave bank defined in article 15.2.1.3.**

**15.2.1.5** **Whenever the sick leave accumulated in article 15.2.1.4 is depleted, sick leave accumulated in article 15.2.1.3 shall also be utilized for being sick or disabled or under examination or treatment by a physician, chiropractor or dentist, attending Employee and Family Assistance Program (EFAP) sessions or because of an accident or illness for which compensation is not payable elsewhere in this agreement.**

15.2.2 Employees shall be entitled to draw on their accumulation to a maximum of two hundred and sixty (260) consecutive working days.

- 15.2.2.1 Employees, who have applied for or will be applying for Long Term Disability, shall be entitled to draw on their sick leave accumulation as per article 15.2. However, employees who have applied for, been accepted by the Long Term Disability Plan and return to work from long term disability will be able to utilize the sick days as provided by SGEU's LTD Plan.
- 15.2.3 Employees will draw on sick leave credits to the extent earned, except that full-time and part-time employees may, subject to approval by the out-of-scope manager, draw on future credits to a maximum of fifteen (15) days.
- 15.2.4 An employee on leave of absence with full pay shall receive sick leave credits for the period of such absence. Such employee shall record all sick days. The onus will be on the employee to substantiate all claims for sick leave under this article subject to article 15.6 below. Leave of absence without pay shall be dealt with on the basis of article 16.1.
- 15.2.5** Employees will receive information regarding sick leave accumulation through **mySIAST**. If the employee does not have access to **mySIAST**, on the request of the employee, the employer shall advise each employee, in writing, of the amount of sick leave accumulated.
- 15.3 Short-Term Medical Leave
- 15.3.1 The employer will grant short term leave with pay for the purposes of required visits to medical and dental offices. Any such absence of one-half (½) day or more shall be deducted from accumulated sick leave credits.
- 15.4 Sick Leave and Notice of Lay-off
- 15.4.1 An employee who becomes ill after receiving notice of lay-off, and whose illness has not ended prior to the date of lay-off, will be able to use their sick leave accumulation to the date of lay-off.
- 15.5 Notification of Supervisor
- 15.5.1 An employee shall inform their supervisor before starting time, or as soon as possible, of the need to be absent. Less than full-time employees with sick leave credits shall be paid only for those days on which they would have worked. A deduction shall be made from accumulated sick leave of all normal working days.
- 15.6 Medical Certificates
- 15.6.1 The employer may require an employee to produce a medical certificate for any illness. The cost of any medical certificate provided will be paid for by the employer.
- 15.7 Advances or Loans - Third Party Liability
- 15.7.1 If an employee meets with an accident under circumstances entitling the employee to recover damages from a third party, the employer, instead of paying benefits under this article, may authorize advances or loans to such employees to be paid

out of the damages, if any, recovered by the employee from the third party. If no damages are recoverable, the charges will be assessed against the employee's sick leave credits.

15.7.2 If an employee is able to recover damages from a third party the third party shall be liable to pay all benefit premiums the employer would normally pay.

## **ARTICLE 16 LEAVE OF ABSENCE**

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### 16.1 General Leave

16.1.1 Either definite or indefinite leave of absence without pay, for valid reasons, may be granted to any employee by the employer. The employee's request and the employer's response shall be in writing. Requests for such leave shall be made thirty (30) days in advance of the commencement date, except in unavoidable circumstances.

16.1.1.1 The following criteria will be used to assess requests for leave without pay:

- (a) the benefits to the Campus and SIAST;
- (b) the relationship between the leave and an improvement to the employee's qualifications and/or their ability to perform their job;
- (c) the impact on the workload of the unit;
- (d) the budgetary implications;
- (e) the impact on students;
- (f) the ability to replace the individual;
- (g) the employee's length of service;
- (h) the amount of notice given (requests should be made no later than one month in advance, except in unavoidable circumstances);
- (i) the length and timing/dates of the leave;
- (j) the degree to which the work unit will be disrupted.

In all cases, the employee must demonstrate a definite intention to return to employment with SIAST and provide detailed information regarding the purpose of the leave. If the employee does not indicate an intention to return to SIAST, a definite leave will not be considered. Exceptions will be made for employees in receipt of Workers' Compensation benefits and those seeking leave because of long-term illness. In these cases, the employer will accommodate the request to the point of undue hardship.

Each request will be considered on an individual basis, taking into account the unique circumstances surrounding it and the criteria noted above.

Leaves must be approved by the immediate out-of-scope supervisor. Employees cannot begin a leave until the immediate out-of-scope supervisor's approval is obtained in writing.

Some or all of the above criteria may be used in assessing requests for leave arising when employees are appointed to other positions within SIAST. For example, in

order to support and encourage internal applications for management positions, employees who have already been granted two (2) years of definite leave to accept an out-of-scope position may be granted an additional year of definite leave if:

- (a) it is not necessary to hold a position vacant.
- (b) it would be difficult to recruit an equally suitable candidate to the out-of-scope position.
- (c) continuity of effort to date would be severely disrupted if the employee were to return to the bargaining unit at the end of the definite leave.
- (d) the employee's service record in the out-of-scope position is of the highest calibre.
- (e) both the immediate out-of-scope supervisor and president are in agreement that the granting of the additional leave is in the best interest of SIAST.

16.1.2 Indefinite leave is leave of an unspecified duration. Employees on indefinite leave of absence shall be required to apply for extensions annually giving proof that the original conditions under which the leave was granted still prevail.

16.1.3 Definite leave is leave of a specified duration to a maximum of two (2) years. Definite leave can be extended for an additional year if the leave is for medical reasons.

16.1.3.1 Employees on a definite leave who require leave for more than two (2) years must apply for an indefinite leave of absence.

16.1.4 For the first three (3) months, employees shall be entitled to accrue vacation and sick leave.

16.1.4.1 Article 16.1.4 shall not apply to employees who take a leave to work in the other bargaining unit.

16.1.5 An employee returning from definite leave of absence without pay shall be reinstated in the former or equivalent position.

16.1.6 An employee returning from indefinite leave of absence, without pay, shall have the employee's name placed on a re-employment list if the employee requests prior to the last day of the employee's leave.

16.1.7 Any employee granted a definite leave of absence will be given seniority recognition for the days they normally would have been employed except for an employee that takes a leave from a full-time assignment to be appointed to a part-time assignment, or an employee in a job sharing arrangement who shall have their seniority determined in accordance with article 4.20.5.

16.1.8 Any employee granted an indefinite leave will be given seniority recognition for the days they normally would have been employed to a maximum of 60 assigned/working days.

- 16.1.9 Employees may return from general leave earlier than specified only with the approval of the employer. In granting any leaves of absence, return from leave on dates which may adversely affect Campus program operations will not be approved.
- 16.1.10 Employees on definite leave must indicate their intention to return to work, to extend their leave or to resign to the employer, in writing, of the employee's intention sixty (60) days prior to the expiration of the employee's leave.
- 16.1.11 An employee returning from a leave of absence of any kind shall have the right to make-up all superannuation contributions missed during the leave if the pension plan so provides.
- 16.1.12 When an employee is on leave and the employee exercises rights under article 4 or article 7 to any full-time or part-time assignment, the employee's original leave is cancelled, excluding extension (article 4.25), international (article 4.13) and casual (article 4.22) assignments.
- 16.1.12.1 Employees who take a leave to be appointed to an end-dated position will not be allowed to bump at the end of the term; rather, they will revert back to the position from which they took leave.
- 16.1.12.2 When an employee is on leave, applies for and is granted another leave to take another position, the employee's original leave is cancelled.
- 16.1.13 If a position ends before the employee's leave ends, the employee must apply for, be appointed to and take leave from a position, to provide a reference point for seniority calculation.
- 16.1.14 If, while on leave, the employee is bumped or laid-off, the employee shall remain on leave and may defer any actions allowed under article 4 or 7 until the leave has expired and the employee has returned to work.
- 16.2 Employees on Long-Term Disability (LTD)
- 16.2.1 An employee suffering prolonged illness shall, on application, be granted definite leave of absence for a period of up to two (2) years.
- 16.2.2 An extension of up to one (1) year of definite leave shall be granted under article 16.2.1 above if the employer is reasonably assured that the employee will be fit for duty within that time frame.
- 16.2.3 An employee suffering prolonged illness who requires leave further to that granted under article 16.2.1 and article 16.2.2 above shall be granted indefinite leave. Upon conclusion of the indefinite leave, the employee's name shall be placed on the SIAST-wide re-employment list.
- 16.2.4 Subject to written authorization from the employee, the employer shall make available, where reasonable, information which would facilitate the application of an employee who is ill, injured or disabled for any benefit or payment to which the

employee is lawfully entitled.

16.3 Maternity, Paternity, Adoption and Guardianship Leave

16.3.1 An employee who makes application for leave at least one (1) month in advance of the requested commencement date, except where unavoidable circumstances prevent such notice, and provides the immediate supervisor with a medical certificate or adoption order certifying that the employee is pregnant or about to adopt and specifying the expected date of confinement or adoption is entitled to and shall be granted maternity, paternity or adoption leave without pay.

16.3.2 This leave will consist of any period of up to twelve (12) months in any combination before, or after the birth or adoption of the child. Where a doctor's certificate is provided stating that a longer period of maternity, paternity or adoption leave is required, an extension of up to twelve (12) additional months shall be allowed. Additional periods of leave may be allowed in circumstances of maternity, paternity or adoption, at the discretion of the Campus.

16.3.3 In the event of medical complications arising out of pregnancy such that the employee is unable to return to work at the expiry of an approved leave of absence, the employee will receive payment of normal salary from accumulated sick leave credits in accordance with article 15.

16.3.4 Employees who become legal guardians shall be entitled to all the benefits of this article.

16.3.5 The Campus shall not dismiss or lay-off an employee solely because the employee is pregnant or has applied for leave in accordance with this article.

16.3.6 While on the above leave(s) an employee shall accumulate seniority for the days the employee would normally have been employed, accumulate service toward increments and accumulate all other benefits as per article 16.1 (General Leave).

16.3.7 Subject to the qualifying provisions of the benefit plans, an employee on leave under this article may elect to maintain pension and insurance benefits for the period in which they would normally have been employed by paying the employee's share of the premium. Upon payment of premiums by the employee, the Campus shall contribute the employer's share.

16.3.8 When an employee elects to return to work prior to the expiration of leave granted under this article, fifteen (15) days notice in writing, shall be provided to the employer. The employee on such leave will be allowed to return early from leave, providing the employer would not be obliged to pay two (2) individuals for the same position. Upon return, the employee shall be placed in the employee's former position or equivalent.

16.4 Maternity Leave Allowance

An employee on maternity leave and in receipt of Employment Insurance benefits or serving the two (2) week waiting period shall be entitled to a maternity leave allowance in accordance with the following provisions:

- (a) for the first two (2) weeks an employee shall receive her weekly rate of pay;
- (b) for fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and her weekly rate of pay;
- (c) all other time as may be provided under this article shall be on a leave without pay basis.
- (d) the employer will pay its usual share of benefit premiums on behalf of the employee during her health-related absence, in the same way the employer pays benefit premiums for an employee in receipt of sick leave credits.

16.5 Union Business

16.5.1 Union Leave

16.5.1.1 Members of the union attending union business shall be granted a leave of absence (subject to reimbursement in accordance with article 16.5.1.2) provided:

- (a) the employee is authorized by the union, in writing, to request such leave;
- (b) the employee requests, in writing, leave for union business as authorized by the union;
- (c) the request for union leave is made on such form or forms as agreed by the parties from time to time;
- (d) such leave shall not unreasonably interfere with the operations of the employer.

16.5.1.2 SGEU will reimburse the employer for the full cost of such earnings and in addition the employer's cost of benefits as follows:

- (a) for union leave in excess of thirty (30) consecutive calendar days;
  - (i) Employment Insurance,
  - (ii) Canada Pension Plan,
  - (iii) Superannuation.
- (b) for union leave in excess of ninety (90) consecutive calendar days;
  - (i) Employment Insurance,
  - (ii) Canada Pension Plan,
  - (iii) Superannuation,

(iv) Sick Leave Accumulation.

16.5.1.3 Employees while on leave for union business shall have the right to return to their job on reasonable notice to the employee's out-of-scope supervisor, prior to the expiration date of the approved leave, provided that such return will not result in additional expenditures.

16.5.1.4 An employee who is elected or selected for a full-time position with the union, Saskatchewan Federation of Labour, or Canadian Labour Congress, shall be granted a definite leave of absence for a period of one (1) year. Such leave may be renewed each year, on request, during the term of office. Such employee shall continue to receive salary and benefits from SIAST conditional on reimbursement of such salary and full benefit costs by the union.

16.5.2 Union Release Time

**16.5.2.1** The employer recognizes the additional responsibilities in carrying out an elected campus chairperson role. The workload of campus chairpersons shall be reduced by .5 FTE to allow the elected employee representative an opportunity to resolve SIAST employee relations problems in a proactive manner. The workload of the bargaining unit chairpersons shall be reduced by .5 FTE. This reduction shall not result in any loss of earnings, seniority or benefits, or result in any overtime paid. **Campus chairpersons or appropriate designate must be available to meet during this time.**

16.6 Pressing Necessity/Personal/Family Leave

**16.6.1** Personal/family leave is to be used for carrying out a personal or a family responsibility within the context of today's societal demands and pressures. These responsibilities include matters where one has an obligation or duty and where one may be held accountable or answerable in some manner if the obligation is not met. This leave does not apply to purely discretionary personal or family matters. The individual employee's judgment should be tempered with good faith, reasoning and an understanding that if abused, the ability to take time off with pay for important personal or family responsibilities may be denied.

In order to meet the employer's need of running an effective, efficient work environment, there needs to be a balance between personal/family responsibilities and service delivery. Employees should provide reasonable notice when they intend to utilize personal/family leave to minimize the negative effect on service delivery.

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits in cases of leave under this article. A pressing necessity is defined as being an unplanned, unforeseen or emergency situation which the employee could not have reasonably prevented and which imposes on that employee the requirement for urgent or immediate action to which only the employee can reasonably respond. The purpose of leave for a pressing necessity is to allow the employee to make arrangements to deal with these situations. A maximum of three (3) days per year shall be allowed. Employees will normally

be allowed up to one (1) day to make arrangements to deal with these situations, but in extenuating circumstances could utilize up to the three (3) day maximum. Reasonable requests for additional days shall be granted and will be deducted from sick credits. A maximum of three (3) days can be drawn from an employee's sick leave bank for non-sick related days as per Human Resource Development Canada's Employment Insurance rebate guidelines.

16.6.2 Employees wishing to access this provision shall obtain prior verbal agreement, if possible, from their supervisor and will follow up with a Request for Approval.

16.7 Bereavement/Compassionate Leave

**16.7.1** Bereavement/compassionate leave shall be granted as is necessary, where an employee suffers a death of a relative or person with whom they have experienced a very close relationship ordinarily ascribed to that of an immediate member of the family and/or to attend to a member of the employee's immediate family who is terminally ill. Such paid leave shall be cumulative and shall not exceed three (3) days per year. Reasonable requests for additional days shall be granted.

16.8 Exchange Leave/Secondment

16.8.1 An employee may apply to the supervisor for an exchange leave/secondment subject to the following provisions:

1. An exchange leave or secondment shall be for the purpose of enabling an employee to teach or to provide technical services at another institution or in industry either in Canada or elsewhere. During a secondment, the institution or industrial organization at which the employee is appointed shall be expected to reimburse the employer for the employee's full remuneration. During an exchange leave SIAST shall continue to reimburse its own employee at the employee's regular rate of remuneration. The employee from the outside institution or industry shall continue to be paid by their employer. The qualifications and experience of the incoming exchange employee shall be acceptable to SIAST.
2. An exchange or secondment may be granted or renewed for a period of up to a maximum of two (2) years.

16.9 Employer-Required Upgrading Leave

16.9.1 When an employee is requested by SIAST to take an upgrading course, the full cost of the course, including travel expenses, shall be borne by SIAST and the employee shall accrue all benefits that would have been received had the employee been working.

16.10 Jury Duty and Court Appearance Leave

16.10.1 An employee shall be granted leave of absence with pay for all absences resulting from or associated with being summoned to serve on a jury or being subpoenaed as a witness in civil or criminal proceedings. If required by the supervisor, the employee shall produce a summons or subpoena or submit other evidence as will

show the necessity of attendance at court. In all cases of absence, the employee will assign any fees received to the employer.

16.11 Leave for Public Office

16.11.1 The employer shall grant, on written request, a definite leave of absence without pay for a period up to one (1) year to any permanent employee to seek election in a municipal, provincial or federal election.

16.11.2 The employer shall grant an indefinite leave, for the term of office, to any permanent employee elected to public office as set out in article 16.1.2.

16.12 Return to Industry Leave

16.12.1 SIAST may request, or grant upon an employee's request, a return to industry leave. The employee may request up to a maximum of two (2) years' definite leave. Employees participating in this leave will retain their place on the seniority list. They will have the opportunity to return to their position at SIAST each year. However, after two (2) years, if the employee does not return to work the employee will be deemed to have resigned.

## **ARTICLE 17 DEFERRED SALARY LEAVE PLAN**

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### 17.1 Definitions

17.1.1 The following words and terms, whenever used herein, shall for the purpose thereof, unless the context requires otherwise, have the meaning set forth below, despite any definitions that conflict therewith in any other document:

- (a) "Deferred Amount" means the portion of the normal gross pay which is retained by the employer for the participant in each year in accordance with this Plan and as augmented by interest thereon but less all amounts paid out under the terms of this Plan.
- (b) "Deferral Period" means the period during which compensation is deferred in accordance with the provisions of the Plan.
- (c) "Eligible employee" means a permanent part-time or full-time employee who has been employed by the employer for a continuous period of at least one (1) year.
- (d) "Employer" means the Saskatchewan Institute of Applied Science and Technology (SIAST).
- (e) "Leave of absence" means the period of time a participant will be receiving deferred salary. In no case shall the leave of absence be less than three (3) consecutive months where the leave is to be taken by the eligible employee for the purpose of permitting full-time attendance at a designated educational institute, within the meaning assigned by Sub-section 118.6(1) of the Income Tax Act, and not less than six (6) consecutive months in any other case, nor more than twelve (12) months.
- (f) "Normal Gross Pay" means the regular salary paid to the participant, including any applicable retroactive salary, but excluding overtime and any other special payments.
- (g) "Participant" means an eligible employee whose application for participation in the Plan has been approved by the employer and who has thereupon entered into a Memorandum of Agreement with the employer.
- (h) "Plan" means the Deferred Salary Leave Plan as described in this instrument.
- (i) "Prevailing Pay" means the Normal Gross Pay less the Deferred Amount.

17.2 Funding for Leave of Absence

17.2.1 During each year prior to the agreed upon leave of absence, the participant will receive, for a maximum of six (6) years, the applicable prevailing pay as determined for the particular year by the Memorandum of Agreement.

17.2.2 In no case shall the deferred amount be less than ten percent (10%) nor greater than thirty-three and one-third percent (33 1/3%) of the participant's normal gross pay in any calendar year.

17.2.3 The employer shall pay in cash all the interest accrued on the deferred amount during the calendar year to the participant:

- (a) the last day of the calendar year during the deferral period;
- (b) the last day of the leave of absence; and
- (c) on the day that participation in the Plan ceases due to withdrawal from the Plan or upon the death of the participant;

and such interest shall be included in the taxable income of the participant.

17.3 Taking Leave of Absence

17.3.1 The leave of absence shall occur according to, and be governed by, the collective agreement and any subsequent amendments thereto, as executed by the participant and the employer, but under no circumstances will a deferral period in excess of six (6) years be allowed.

17.3.2 Upon valid justification, the employer may delay the leave of absence for up to one (1) year, or upon mutual consent between the employer and the participant the commencement of the leave of absence may be postponed, all subject to the limitations in article 17.3.1.

17.3.3 The participant shall complete a Request for Approval.

**17.3.4** During the leave of absence the participant will receive payment (**semi-monthly**/bi-weekly), through automatic bank deposit to the participant's account. All of the deferred amount shall be paid no later than the end of the first calendar year that commences after the last calendar year of deferral.

17.3.5 The periodic amounts to be paid to the participant during the leave of absence shall be proportionate to the monies retained by the employer and the duration of the leave of absence less the appropriate deductions indicated in article 17.10.

17.3.6 The leave of absence shall commence immediately following the deferral period.

17.3.7 During the Deferral Period:

- (a) any applicable pension contributions and benefits computed with reference to salary shall be structured according to the normal gross pay;

- (b) the participant and employer will continue paying the regular share of pension contributions and health and welfare premiums as detailed in article 17.10; and
- (c) pensionable service and pension accruals shall conform to the provisions of the appropriate pension plan and will include prescribed compensation as permitted and described in the Income Tax Act and Regulations.

17.3.8 During the leave of absence period:

- (a) all the applicable collective agreement provisions respecting an unpaid leave of absence shall apply;
- (b) the participant and the employer will each pay the regular share of pension contributions and health and welfare premiums as detailed in article 17.10; and
- (c) pensionable service and pension accruals shall conform to the provisions of the appropriate pension plan and will include prescribed compensation as permitted and described in the Income Tax Act and Regulations.

17.3.9 Employees must pay any premiums for benefits before the leave commences.

#### 17.4 Applications

17.4.1 An eligible employee wishing to participate in the Plan shall submit a Request for Approval to the immediate out-of-scope supervisor between September 1 and October 31 of the year preceding the calendar year in which the eligible employee wishes to commence participating.

17.4.2 Applications for which approval is not granted by the out-of-scope supervisor will be returned to the applicant together with a written explanation of the reason therefore.

17.4.3 Applications which do not specify the intended dates of the commencement and ending dates of the leave of absence and the purpose of the leave of absence will be denied.

#### 17.5 Withdrawal from the Plan

17.5.1 A participant's membership in the Plan must be withdrawn upon:

- (a) ceasing to be an employee of the employer;
- (b) continuous lay-off exceeding thirty-six (36) months;
- (c) having been a recipient of long-term disability benefits for more than two (2) years;

- (d) failure to take the leave of absence as provided in the collective agreement and amendments thereto; or
  - (e) death.
- 17.5.2 Upon a participant's membership ceasing pursuant to article 17.5.1, the employer shall pay to the participant, or the beneficiary as applicable, the deferred amount no later than three (3) months after ceasing membership.
- 17.5.3 In cases of extreme financial hardship, and with the consent of the local human resource manager, or designate, in consultation with the supervisor, the participant may withdraw from the Plan providing the request for such withdrawal is received at least six (6) months before the established commencement date of the leave of absence. In the event of such a withdrawal, the deferred Amount shall be paid to the participant within three (3) months.
- 17.6 Suspension from Participation in the Plan
- 17.6.1 Upon written notice to the employer, a participant may suspend participation in the Plan:
- (a) upon taking an unpaid leave of absence; or
  - (b) within the first year of becoming a recipient of long-term disability benefits.
- 17.6.2 Should the cause for suspending participation cease to exist the participant shall be re-instated upon returning to active employment.
- 17.6.3 Any suspension of participation shall not extend the deferral period beyond six (6) years.
- 17.7 Deferred Amounts
- 17.7.1 The employer unconditionally guarantees payment of the deferred amount.
- 17.7.2 The deferred amount shall be invested by the employer.
- 17.7.3 The interest rate to be applied to the deferred amount is guaranteed to be the same rate as the employer receives on short-term investments.
- 17.7.4 Payroll shall maintain an individual account for the deferred amount of each participant in the Plan; however, the amount will not be held in a segregated fund.
- 17.8 Return Following Participation in the Plan
- 17.8.1 The participant must resume employment with the employer, following the leave of absence, for a period of time not less than the length of the leave of absence.

17.9 General Provisions

17.9.1 The Plan shall not constitute a contract of employment between a participant and the employer.

17.9.2 The employer reserves the right to terminate a participant at any time in accordance with the terms of the collective agreement.

17.9.3 No amendment to the Plan or the collective agreement shall be made which will prejudice any tax ruling which is applicable prior to the amendment.

17.9.4 Interest credited to a participant's deferred amount under the provisions of this Plan will be considered as employment income for purposes of the Income Tax Act and will be reported on the participant's T4 supplementary and shall be subject to tax withholdings.

17.10 Salary and Benefits Details

SALARY AND BENEFITS DETAILS		
ITEM	DURING DEFERRAL PERIOD	DURING LEAVE PERIOD
1. Prevailing Pay	Normal gross pay less the deferred amount	Deferred amount divided proportionately, by pay period, during leave of absence.
2. Deferred Amount	As specified in the collective agreement	N/A
3. Income Tax	Calculated on the prevailing pay during deferral period	Calculated on the prevailing pay during the leave of absence and based on the then current tax rates.
4. Canada Pension Plan	Calculated on the prevailing pay; applicable employer contributions to continue	Calculated on the prevailing pay during the leave of absence and based on the then current CPP rates; applicable employer contributions to continue
5. Employment Insurance	Calculated on the normal gross pay; applicable employer premiums to continue	No premium payable, therefore, there is no benefit entitlement until working the minimum requirements upon return from leave of absence
6. Pension Plan	Both the employer and participant's contribution calculated on normal gross pay	Both the employer and participant's contributions calculated on the normal gross pay that the participant would have otherwise received if not participating in the plan
7. Disability Income Plan	Benefits and employer and	Benefits and employer and participant

	participant premiums calculated on the prevailing pay during deferral period	premiums calculated on the prevailing pay during the leave of absence and the then current premium rates
8. Dental Plan	Coverage continues at no cost to the participant	Coverage continues at no cost to the participant
9. Group Life Insurance	Coverage and employer and participant premiums calculated on the normal gross pay	Coverage and employer and participant premiums calculated on the normal gross pay had the individual not participated in the Plan and the then current premium rates
10. Union Dues	Calculated on the prevailing pay during the deferral period	Calculated on the prevailing pay during the deferral period
11. Other Deductions	To be deducted as usual (e.g. CSBs, RRSPs, charities, etc.)	Same as during deferral period

## **ARTICLE 18 EMPLOYEE BENEFITS**

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- 18.1 All employees will be enrolled in benefit plans prescribed by the employer.
- 18.2 Those former Community College employees who contribute to the Saskatchewan Teachers' Superannuation Plan or the Saskatchewan Federation Annuity Plan shall continue to be covered under the Saskatchewan Teachers' Basic Group Life Insurance.
- 18.3** The following employee benefit plans are considered part of this agreement:
- Canada Life Group Insurance Plan (Extended Health Plan)
  - SGEU Long Term Disability Plan
  - PEBA Group Life Insurance Plan
  - SGEU Portaplan
  - Public Service Superannuation Plan
  - Public Employees' Pension Plan
  - Public Employees' Benefits Agency Dental Plan
  - Saskatchewan Teachers' Superannuation Fund
  - Saskatchewan Teachers' Group Life Insurance Plan
  - Saskatchewan Teachers' Accidental Death and Dismemberment Benefit
  - Saskatchewan Teachers' Annuity Plan
  - Great-West Life Group Plan (formerly London Life Group Plan)
  - Great-West Life Long Term Disability Plan (formerly London Life Long Term Disability Plan)
  - Municipal Employees' Superannuation Plan
- The plan texts can be linked through **mySIAST** on the Human Resources Home Page.
- 18.4 Canada Life Group Insurance Plan (Extended Health Plan)
- 18.4.1 For the term of this Collective agreement the employer shall maintain the Extended Health Plan at the present rate of benefits.
- 18.4.2 Effective July 1, 2004 the annual premium contribution to the extended health plan shall be 1.5% of straight time payroll.
- 18.4.3 If there is a surplus or deficit in the plan the parties shall jointly determine the course of action to deal with the situation.
- 18.4.4 Any monies received from rebates on Employment Insurance premiums will be used to enhance the Extended Health Plan.
- 18.5 Public Employees Pension Plan (PEPP)
- 18.5.1** The employer's contribution for employees in this plan shall increase to **5.59%** effective **April 1, 2007**.
- 18.5.2** The employee's contribution for employees in this plan shall increase to **5.59%** effective **April 1, 2007**.

**18.6**            **Public Service Superannuation Plan and Other Pension Plans Listed in Article 18.3**

**18.6.1**            **The employer's contribution to PEPP for employees in other pension plans shall be 0.34% effective April 1, 2007**

**18.6.2**            **The employee's contribution to PEPP for employees in other pension plans shall be 0.34% effective April 1, 2007.**

**ARTICLE 19 PROFESSIONAL DEVELOPMENT**

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- 19.1 Professional Development Fund
- 19.1.1 The employer shall establish a Professional Development Fund and allocate:
- \$366,867 for the 2006/07 Academic Year**  
**\$366,867 for the 2007/08 Academic Year**  
**\$366,867 for the 2008/09 Academic Year**
- 19.1.2 The Professional Development Fund will be allocated based on the year end calculation of FTE's.
- 19.2 SIAST Professional Development Committee
- 19.2.1** SIAST will establish a Professional Development Committee which will be composed of:
- (a) four (4) **Professional Services** employees elected by union members. Each term to be two (2) years maximum. Elections will be staggered so that a maximum of two (2) new members will join the committee at any time.
  - (b) four (4) Academic employees elected by union members. Each term to be two (2) years maximum. Elections will be staggered so that a maximum of two (2) new members will join the committee at any time.
  - (c) four (4) persons appointed by management.
    - (i) **one of the members appointed by management to the Professional Development Committee shall be designated as chairperson.**
- 19.2.2** The Professional Development Committee will operate with two (2) sub-committees, consistent with article 19.2.4:
- (a) The **Professional Services** sub-committee shall consist of 19.2.1(a) and 19.2.1(c);
  - (b) The Academic sub-committee shall consist of 19.2.1(b) and 19.2.1(c).
- 19.2.3 The mandate of the Professional Development Committee is to develop guidelines, which must include individual allocation as determined by the guidelines. The committee will operate by consensus. If consensus can not be reached a majority rules voting process will be utilized. Management representatives on this committee will each have two (2) votes. If these two decision making processes do not result in a decision the issue/proposal/request shall be considered not approved.
- 19.2.4** The mandate of the sub-committees is to administer and allocate all monies in their fund according to the guidelines established by the SIAST-wide

Professional Development Committee. No portion of the funds will be expended for **program development**, salary reimbursement or replacement. The committee will consider the following criteria when developing guidelines.

- (a) priorities recommended by the Professional Development Committee;
- (b) the applicability and value of each development activity to the individual's professional or personal growth;
- (c) the applicability and value of each development activity to the service area;
- (d) the fiscal resources of the fund;
- (e) the most cost effective method of disbursement of funds;
- (f) the length of time which has passed since the applicant's last approved request for professional development leave;
- (g) requests relating to personal or professional growth outside of the possibility of employment within SIAST will be accompanied by the individual's written rationale for the request.

The committee will operate by consensus. If consensus can not be reached a majority rules voting process will be utilized. If these two decision making processes do not result in a decision the issue/proposal/request shall be considered not approved.

19.2.5 The Professional Development Committee will provide a report to the SIAST Wide Committee chair annually.

19.2.6 The Professional Development Committee will operate with one set of administrative guidelines.

19.2.7 The Professional Development Fund may provide for:

- (a) tuition or registration reimbursement and payment of mandatory textbooks, software, and/or manuals required;
- (b) staff development days in proportion to the number of staff attending from the unit;
- (c) tuition reimbursement for long-term educational leave;

- (d) short-term educational leave:
  - (i) workshops,
  - (ii) seminars,
  - (iii) conferences,
  - (iv) short courses,
  - (v) tuition, registration fees, or mandatory textbooks, software and/or manuals associated with short-term educational leave.

19.3 Software Purchases

19.3.1 The Professional Development Fund may provide for software purchases under the following conditions:

- (a) that all purchases follow SIAST's Information Resources Guidelines for software purchases;
- (b) requests for software purchases will not be the result of program/department requirements;
- (c) the software becomes the property of the employee;
- (d) SIAST will reimburse employees only to the level of educational prices.

19.4 Unused Professional Development Funds

19.4.1 The Professional Development Committee is allowed to accumulate any unused portion of the funds from year to year. Individual allotments will be allowed to accumulate as established by the guidelines.

19.5 New Rates

19.5.1 Until new rates are negotiated through the collective bargaining process, funds will continue to be allocated each year on the basis of the current collective agreement allotment.

## **ARTICLE 20 HEALTH AND SAFETY**

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- 20.1            Occupational Health and Safety
- 20.1.1        The parties recognize the importance of Occupational Health and Safety in the workplace. In addition to the articles contained in this agreement, the employee has the full protection of The Occupational Health and Safety Act, including the right to refuse work the employee has reasonable grounds to believe is unusually dangerous and access to information that may impact on the health and safety of the employee, as well as the duty to conduct the employee at work in a safe and responsible manner.
- 20.1.2        The employer shall make provision for the safety and health of employees during hours of work.
- 20.1.3        The employer will comply with the provisions of The Occupational Health and Safety Act and Regulations.
- 20.1.4        The employer will supply winter survival kits acceptable to the Saskatchewan Safety Council for use in the SIAST-supplied vehicles for out of locale work assignment.
- 20.1.5        No employee will be expected to travel outside the Campus locale when temperatures are –35 degrees Celsius or lower.
- 20.1.6        On request, the employer will transfer a pregnant employee off a video display terminal where there is a position vacant or unencumbered for which the employee is qualified. Where it is not possible, the employee shall be granted definite leave.
- 20.1.7        Adequate first aid supplies (based on Workers' Compensation Board recommendations) shall be provided at all employer work sites and for all employer-supplied vehicles.
- 20.2            Provision for Immunization
- 20.2.1        Where an employee's regular work assignment results in exposure to infections or communicable diseases for which there are protective immunizations, such immunizations shall be provided at no cost to the employee (subject to management approval).
- 20.3            Working Alone
- 20.3.1        Where an employee is required to work alone, outside of core hours, in a work area which is open to the public, and the work involves receiving or paying out money, the employer shall provide an effective means of checking on the well-being of the employee at intervals which are appropriate to the circumstances.

20.3.2 Where an employee works in a highly regulated position with no flexibility in start/stop times, and coffee and lunch breaks, the employer will ensure that the employee is able to take work breaks for personal needs.

20.4 SIAST-wide Joint Labour/Management Committees

20.4.1 (1) The parties will establish a joint Labour/Management Committee composed of a minimum of six (6) persons, at least half of which are elected or appointed by the union. The committee will have an employee and employer co-chairperson. The committee will be required to meet a minimum of once every six months or at the call of the co-chairs.

(2) The mandate of the committee will be as follows:

(a) to share information among Campus OHS Committees on the types of issues being addressed at the various campuses. This will be for the purpose of discussing possible responses to OHS concerns.

(b) to assist with the development of policies or procedures that are common to all Campuses; and

(c) to assist with the design and implementation of training for employees on OHS issues.

The mandate of the SIAST-Wide Committee can not and will not diminish the responsibilities of the Campus Committees to deal with local OHS concerns.

The committee shall be provided with the information necessary to enable the committee to meet its responsibility. This information will include statistics on the reports filed with the Worker's Compensation Board.

20.5 Workplace Joint Employer/Employee Committees

20.5.1 Joint employer/employee Occupational Health and Safety Committees shall be established to represent places of work as agreed between the parties. Each committee shall consist of not less than two (2) members and not more than twelve (12) members, unless specifically agreed by all members of the workplace OH&S Committee. At least one-half (½) of the committee members shall be employees elected or appointed by the union members and each committee shall have employer and employee chairpersons, as appointed by the respective parties.

20.5.2 The Occupational Health and Safety Committees shall have a continuing concern with respect to the health and safety at the workplace. The committees shall meet no less than quarterly. The committees shall receive, consider and recommend solutions respecting health and safety concerns at the workplace. Committee members shall be given reasonable opportunity during regular hours to deal with such concerns. Minutes of committee meetings shall be posted in the workplace and shall be made available concurrently to the employer, the union and the Occupational Health and Safety Branch.

- 20.5.3 Occupational Health and Safety Committee meetings shall exhaust their procedures before any matter is referred to the employer and the union for negotiation or before the matter is dealt with under the grievance procedure.
- 20.5.4 Wherever possible, committee meetings shall be scheduled during normal working hours. Employee members of the committee shall suffer no loss of pay or other benefits for attendance at committee meetings. An employee who attends committee meetings outside of scheduled hours of work shall be credited the time as if worked.
- 20.5.5 Joint Occupational Health and Safety Committees may recommend reasonably practicable measures designed to prevent occurrences of occupational health and safety problems related to the workplace.
- 20.6 Training for Joint Committee Members
- 20.6.1 Subject to reasonable notice being given, all committee members shall be entitled to up to five (5) days leave without pay, per year, for purposes of attending Occupational Health and Safety training courses, seminars or courses of instruction. However, where such training is provided by the Department of Labour, or jointly by the union and employer, employees exercising such leave shall suffer no loss of pay or benefits.
- 20.7 Health and Safety - A Shared Concern
- 20.7.1 As a matter of principle, both the union and the employer recognize that occupational health and safety is a shared concern of the parties. Both parties will endeavour cooperatively to maintain a safe work environment and will make recommendations to prevent and/or correct situations which threaten health and safety at the workplace.

## **ARTICLE 21 WORKERS' COMPENSATION**

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- 21.1 When an employee is injured in the performance of duties or incurs an industrial illness and the accident or illness is compensable under the Workers' Compensation Act, the employer shall pay the employee the difference between the regular monthly net wage of the employee and the monthly compensation received, for a period of up to one (1) year.
- 21.2 In the case of part-time or casual employees, the employer will supplement Workers' Compensation Board payments for the normal periods of employment that have been achieved by the part-time or casual employee to a maximum of one (1) year from the date of the compensable injury.
- 21.3 Pending receipt of payments from the Workers' Compensation Board, an employee shall receive advances up to the amount of normal net earnings.
- 21.4 For periods of time during which benefits are paid under this article, an employee shall be entitled to earn benefits under this agreement in accordance with article 16.1.

## **ARTICLE 22 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

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**22.1** The employer and the union recognize that mental illness and chemical addiction are health problems. Where necessary, sick leave **benefits will be granted for treatment on the same basis as now applied for other** health problems. Employees whose partner is undertaking a rehabilitative program for alcoholism or chemical addiction may apply for leave in accordance with article 15.1.

It is recognized by both the employer and the union that it is the personal responsibility of the individual to accept treatment and choose from the service providers approved by the SIAST-wide EFAP Advisory Committee. The acknowledgement of the above is not to be interpreted as constituting a waiver of management's responsibility to maintain discipline or the right to take disciplinary measures or the union's right of defence.

22.2 The employer agrees to fund the Employee and Family Assistance Program.

22.3 A SIAST-wide EFAP Advisory Committee will establish guidelines and administer the program.

**22.3.1** The SIAST-wide EFAP Advisory Committee is comprised of joint union/management membership as follows:

- (a) four (4) employees (two (2) Academic/two (2) **Professional Services**) representing each Campus and approved by the respective bargaining committees;
- (b) four (4) employees appointed by SIAST management;
- (c) **director, employee relations.**

22.4 The criteria for eligibility for the EFAP includes, but is not limited to the following:

- (a) full-time and part-time employees with SIAST;
- (b) employees who are on leave and employees who are on the re-employment list;
- (c) full-time and part-time employees who have left SIAST for one reason or another are eligible for coverage for up to six (6) months following termination of employment.

## **ARTICLE 23 DISCIPLINE, SUSPENSION AND DISMISSAL**

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- 23.1 Reprimands shall be recorded by means of a letter to the employee with a copy to the union. The employee's written reply to specific complaints, accusations or expressions of dissatisfaction shall be filed on the employee's personnel file. All written reprimands issued to employees originated by an in-scope supervisor shall be signed and confirmed by the employee's immediate out-of-scope supervisor.
- 23.2 An employee shall be allowed to peruse their own personnel file. Any response in respect to its contents shall become part of the file. The employee shall be allowed to copy any contents of the file. An employee's personnel file is the official record of performance appraisals, letters of reprimand, or other written communication between the employer and the employee. No documentation will be entered into this file unless the employee is advised, in writing, of it and has the opportunity to respond. Any response shall be part of the personnel file.
- 23.3 Disciplinary documents shall be removed from an employee's file after a period of two (2) years unless there are disciplinary documents of equal or greater severity placed on the employee's file within the period. If the employer requests that documents remain more than two (2) years and the union disagrees, the matter shall be referred to expedited arbitration.
- 23.4 Any disciplinary documentation placed on an employee's file due to a harassment situation will be sealed and removed from the file after three (3) years.
- 23.5 Access to an employee's personnel file may be authorized in various forms including:
- (a) written authorization from the employee.
  - (b) the employee signing a grievance form (which authorizes the union to access the file).
  - (c) access to files as a normal course of an employee's or manager's duties.
- 23.5.1 In situations where the union is researching policy grievances, only authorized union representatives will be utilized. The parties agree that in most situations a request for specific information from SIAST would be more appropriate than open access to a file.
- 23.5.2 The parties agree that appropriate confidentiality will be maintained in all situations.
- 23.6 The employee and the union must be given notice of any suspension without pay, and the reasons for it, in writing. A copy of the suspension notice shall be placed in the employee's file.
- 23.7 The supervisor shall inform an employee of any meeting involving disciplinary action. The employee has the right to union representation.

- 23.8 Where the employer has just cause, an employee may be dismissed without notice.
- 23.9 An employee who fails to give notice of resignation shall be struck from the payroll effective the date the employee is absent without leave.
- 23.10 In cases of reprimands, suspension and dismissals, the burden of proof shall rest with the employer. Evidence shall be limited to the grounds stated in the suspension or dismissal notice.
- 23.11 Job Abandonment/Absent Without Leave
- 23.11.1 An employee who is absent without leave from work shall, after five (5) consecutive assigned/work days of such unauthorized absence, be considered to have abandoned their position and will be deemed to have resigned, unless it can be shown by the employee/union that special circumstances prevented the employee from reporting to the employee's place of work.

## **ARTICLE 24 GRIEVANCES**

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For the purpose of article 24, the following definitions will apply:

**Employee Grievance** - An individual employee's grievance where the subject matter of the grievance is specific to the employee.

**Group Grievance** - A grievance where a number of employees at one (1) Campus with similar disputes join together in filing a grievance.

**Policy Grievance** - A grievance is of general interest and/or deals with an interpretation of the collective agreement and filed by the bargaining unit.

### 24.1 Leave for Grievances

24.1.1 Any disagreement between the parties to this agreement with respect to the application or interpretation of the articles contained herein, or any other matters relating to conditions of employment shall be resolved according to the procedures as outlined under this article.

24.1.2 The employer shall allow leave without loss of pay for one (1) elected union representative and one (1) grievor for grievance meetings under article 24.3. One (1) grievor shall be allowed leave with pay to attend arbitration hearings.

#### 24.1.2.1 Permission to Leave Work

(a) Any employee who feels that they have been aggrieved may leave their assigned duties temporarily, without loss of pay, in order to discuss the complaint with the appropriate union representative. Suitable arrangements for an appropriate time and place for such discussions must be made between the employee and the supervisor.

(b) The employer agrees that a steward or elected officer of the union may leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure and that such steward shall not suffer any loss in pay for the time so spent. Suitable arrangements for an appropriate time and place for such discussion must be made between the supervisor and the union steward.

24.1.3 With the exception of a grievance which relates to a termination of employment, access to the grievance procedure is limited to an employee who, at the date of initiating the grievance, is an employee within the scope of this agreement.

### 24.2 Time Limits

24.2.1 A grievance shall be deemed to have been initiated on the date a written statement of grievance has been received by the immediate out-of-scope supervisor. A grievance to be accepted must be initiated within thirty (30) calendar days from the date on which the employee became aware of the alleged infraction. Notwithstanding the thirty (30) calendar day time limit shall not apply to those items included in the agreement where the Campus has allegedly

failed to apply a specific benefit, i.e. salary, vacation leave, sick leave, etc. In these latter instances the time limit shall be one (1) year after the date on which the alleged infraction occurred. The effective date of any necessary retroactive pay shall be the date on which the infraction first occurred or January 1, 1988 whichever is more recent.

24.3 Procedure

**24.3.1** All workplace disagreements will be discussed with the appropriate out-of-scope manager (employee and group grievances) or the director, **employee** relations (policy grievances) before proceeding with the grievance procedure, except in cases where time lines will be exceeded as per article 24.2.1. Discussions that do not result in resolving the issue may be grieved within the timelines contained in article 24.2.1.

**24.3.1.1** The union and its representatives shall have the right to originate a grievance on behalf of an employee, group of employees or on a policy matter and to seek adjustment with the employer in the manner provided in the grievance procedure. Such an employee, group grievance or policy matter shall be processed in the following manner:

Step 1: The grievance shall be submitted in writing by the union on behalf of the aggrieved to the appropriate out-of-scope manager (or in their absence the human resource **consultant**), for employee and group grievances, or the director, **employee** relations for policy grievances. The appropriate out-of-scope manager shall render a decision in writing within seven (7) calendar days of receipt. In all instances, a copy of the grievance shall be submitted concurrently to the employer and to the executive director of operations of the union.

Step 2: If a satisfactory settlement cannot be effected at step 1, the union must submit, within thirty (30) calendar days of receipt of reply at step 1, the grievance to the director, **employee** relations for employee and group grievances or the **Associate Vice-President, Human Resources** for policy grievances who will render a decision, in writing, within fourteen (14) calendar days of receipt of the grievance at step 2.

Step 3: If a satisfactory settlement cannot be effected at step 2 the union may, within fourteen (14) calendar days of receipt of the decision at step 2, apply for an arbitrator.

24.3.1.2 Issues regarding interpretation of the collective agreement may, with agreement of the parties, be advanced to step 3.

24.3.1.3 The employer shall address all grievance responses to the agreement administration advisor assigned the SIAST bargaining unit.

24.3.2 The employer shall allow leave without loss of pay and benefits, and agrees to pay necessary expenses for those employees required to travel away from their locale for meetings arranged to discuss policy grievances as per article 24.3.1.1.

## **ARTICLE 25 ARBITRATION**

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### 25.1 Selection of an Arbitrator

25.1.1 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party of the agreement.

25.1.2 The arbitrator will be selected on a rotational basis from a list developed and agreed to by the parties, updated as required. The order in which they will act shall be determined by the order in which they have been listed. In the event that the person whose turn it is to act is not available, the member next following shall act.

### 25.2 Procedure

25.2.1 The arbitrator shall fix a time and place of sittings, after consultation with the parties.

25.2.2 The arbitrator shall determine the procedure, but shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure.

25.2.3 In the event that an employee is called as a witness in an arbitration convened under article 25, the employer shall grant leave and expenses which shall be applicable as follows:

- (a) if called by the employer, leave without loss of pay and expenses paid by the employer;
- (b) if called by the union, leave without pay and expenses paid by the union;
- (c) if called by the arbitrator, the parties shall share equally the costs.

25.2.4 The arbitrator shall render a decision within fifteen (15) days of the end of the hearings.

### 25.3 Decision of the Arbitrator

25.3.1 The decision shall be final, binding and enforceable on all parties.

25.3.2 The arbitrator shall not have the power to change this agreement or to alter, modify, or amend any of its provisions. Subject to the foregoing, the arbitrator shall have the power to dispose of the grievance by any arrangement, which the arbitrator deems just and equitable.

25.3.3 Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision.

### 25.4 Expenses of the arbitrator

25.4.1 The fees and expenses of the arbitrator and any other common expenses shall be shared equally by both parties.

25.5 Pre-Hearing Settlement Conference

- 25.5.1 When one of the parties has decided to advance the grievance to step 3 (arbitration), the parties may mutually agree to a pre-hearing settlement conference.
- 25.5.2 The conference will be conducted by an arbitrator agreed to by the parties but may not be the arbitrator scheduled to hear the case at step 3.
- 25.5.3 The arbitrator will have the latitude to attempt to mediate the situation but if that is unsuccessful will give the parties an indication of how the situation would be dealt with in an arbitration award.
- 25.5.4 The parties may utilize that indication as a basis for settlement on a “without prejudice and precedence” basis or one of the parties may indicate that they still wish to proceed to arbitration. If the last situation is the case then the grievance shall proceed to arbitration.
- 25.5.5 All agreements concluded during this process will be documented by the arbitrator or forwarded to the parties.

25.6 Expedited Arbitration and Mediation Process

25.6.1 The parties shall meet as often as required to review outstanding grievances filed with the employer to determine, by mutual agreement, those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

- (i) An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each class.

25.6.2 All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (a) dismissals;  
(b) failure on probation;  
(c) suspensions in excess of twenty (20) work days;  
(d) policy grievances;  
(e) grievances requiring substantial interpretation of a provision of the Collective agreement;  
(f) grievances requiring presentation of extrinsic evidence;  
(g) grievances where a party intends to raise a preliminary objection;  
(h) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

25.6.3 By mutual agreement the procedure may be used after step 1 or step 2 of the grievance procedure.

- 25.6.4 The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- 25.6.5 The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- 25.6.6 Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- 25.6.7 All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- 25.6.8 A grievance determined by either party to fall within one of the categories listed in article 25.6.2 above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing.
- 25.6.9 No legal counsel will be used by either party. The union will use elected representatives or staff representatives. The employer will use employees of their Human Resource Department.
- 25.6.10 Whenever possible the arbitrator will attempt to mediate a settlement between the parties.
- 25.6.11 The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.
- 25.6.12 The expedited arbitrator shall have the same powers and authority as an arbitrator established under the provisions of article 25 excepting article 25.2.4.
- 25.6.13 It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- 25.6.14 Procedure Guidelines
- 25.6.14.1 (a) The Opening Statement: This should basically set out the case from each party's perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.
- i) The parties or their representatives will try to get an agreed statement of facts for presentation to the arbitrator.
- (b) The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.
- (c) The Arguments: As agreed, the parties will not cite legal precedents, but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the collective agreement be canvassed by

the representative to ensure that all relevant clauses are put before the arbitrator.

- i) General rules of evidence will be waived except for the rule of "onus."
- (d) Mediation: Representatives must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before said arbitrator. Specifically, if the representatives can assist in assessing credibility and/or contradictory evidence, they should do so.

## **ARTICLE 26 COPYRIGHT/COURSE MATERIALS**

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### Copyright Preamble

Before an employee embarks upon an assignment, project or undertaking to develop/produce materials, which may ultimately involve copyright, ownership shall be established by agreement between SIAST and the employee in accordance with the following provisions. The president shall represent SIAST in reaching such agreement.

#### 26.1 SIAST Ownership

26.1.1 Where a SIAST employee is specifically hired or assigned to develop/produce materials and/or an employee develops/produces materials to support a function of SIAST, SIAST will own the copyright to such materials.

26.1.2 Where an employee has developed/produced materials to be utilized to support a function of SIAST, the employer agrees that the employee may be granted permission to quote selected portions of such material or to publish the material. Such permission will not be unreasonably withheld.

#### 26.2 Employee Ownership

26.2.1 Where an employee utilizes materials to support the employee's function at SIAST, created prior to their employment with SIAST, the ownership of the copyright will be retained by the employee.

26.2.2 Where an employee develops/produces materials on the employee's own time, outside the SIAST without using SIAST resources, systems, facilities, funds or staff, the employee will have sole ownership of such materials. For purposes of this clause, library collections are not considered a SIAST resource.

#### 26.3 Joint Ownership

26.3.1 Where materials are developed/produced with shared resources, the ownership of the copyright will be shared, with the shares to be determined in advance through negotiations.

26.3.2 If the use of materials developed/produced with shared resources, or where copyright is jointly held, produces any income, other than direct student fees, the income shall be apportioned according to the shares held or 50/50 in the case of joint ownership. The income shall be calculated in accordance with accepted accounting principles. The calculations will be provided to the employee(s) concerned. This calculation is subject to the grievance procedure.

26.3.3 Where an employee develops/produces materials utilizing SIAST resources, systems, facilities, funds or staff, the ownership of the copyright will be shared, with the shares to be determined in advance through negotiations.

26.4 Course Materials

- 26.4.1 An employee's lecture materials, demonstrations, written or graphic materials, audio-visual materials and any other teaching aids which the employee develops/produces, acquires or introduces into SIAST as a complementary function to the employee's teaching or teaching-related functions shall be the property of the employee but accessible to SIAST. Such materials may only be utilized, by someone other than the employee, when the employee is not available to provide the service. The material may only be utilized by the person replacing the employee.
- 26.4.2 Notwithstanding article 26.4.1, course outlines/lesson plans, where available, shall be obtainable by the program supervisor and will be the property of SIAST.
- 26.4.3 Copies of an employee's testing materials and evaluation criteria will be maintained in a restricted file and will only be utilized when the employee is not available to provide the service and only with the approval of the employee.

**ARTICLE 27 PRESENT CONDITIONS AND BENEFITS**

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27.1 All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law, proclamation, or regulation now existing or hereafter enacted shall invalidate any portion of this agreement, the entire agreement shall not be invalidated.

27.2 All provisions of this agreement shall, unless otherwise specified, and where applicable, accrue on a prorata basis to employees who work less than full-time.

**ARTICLE 28**

**COPIES OF THE AGREEMENT**

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28.1 SIAST shall provide one (1) copy of the collective agreement to each of the employees, for this agreement only, printed at a shop chosen by the employer.

**ARTICLE 29 DURATION OF THE AGREEMENT**

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- 29.1** This agreement between SIAST and the academic unit shall be binding and remain in effect from **July 1, 2006 to June 30, 2009**, and shall continue from year to year thereafter unless either party gives to the other party notice in writing to negotiate amendments at least thirty (30) days prior to the anniversary date.
- 29.2 Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement.

**APPENDIX A SALARY TABLES**

**Academic Salary Table – July 1, 2006**

2.6% Cost of Living Adjustment (COLA) and 3.5% negotiated increase over July 1, 2005 rates

Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Annual</b>	<b>\$ 40,176.00</b>	<b>\$ 42,186.00</b>	<b>\$ 44,295.00</b>	<b>\$ 46,509.00</b>	<b>\$ 48,835.00</b>	<b>\$ 51,277.00</b>	<b>\$ 53,841.00</b>	<b>\$ 56,533.00</b>	<b>\$ 59,359.00</b>
<b>Bi-weekly</b>	\$ 1,545.23	\$ 1,622.54	\$ 1,703.65	\$ 1,788.81	\$ 1,878.27	\$ 1,972.19	\$ 2,070.81	\$ 2,174.35	\$ 2,283.04
<b>Daily (Annual/199)</b>	\$ 201.89	\$ 211.99	\$ 222.59	\$ 233.71	\$ 245.40	\$ 257.67	\$ 270.56	\$ 284.09	\$ 298.29

<b>Level 1</b>									
<b>Equivalent to Four Years of Post-Secondary Education - Educational Supplement A</b>									
Base + \$2,968.00	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Annual</b>	<b>\$ 43,144.00</b>	<b>\$ 45,154.00</b>	<b>\$ 47,263.00</b>	<b>\$ 49,477.00</b>	<b>\$ 51,803.00</b>	<b>\$ 54,245.00</b>	<b>\$ 56,809.00</b>	<b>\$ 59,501.00</b>	<b>\$ 62,327.00</b>
<b>Bi-weekly</b>	\$ 1,659.38	\$ 1,736.69	\$ 1,817.81	\$ 1,902.96	\$ 1,992.42	\$ 2,086.35	\$ 2,184.96	\$ 2,288.50	\$ 2,397.19
<b>Daily (Annual/199)</b>	\$ 216.80	\$ 226.90	\$ 237.50	\$ 248.63	\$ 260.32	\$ 272.59	\$ 285.47	\$ 299.00	\$ 313.20

<b>Level 2</b>									
<b>Equivalent to Five Years of Post-Secondary Education - Educational Supplement B</b>									
Base + \$5,942.00	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Annual</b>	<b>\$ 46,118.00</b>	<b>\$ 48,128.00</b>	<b>\$ 50,237.00</b>	<b>\$ 52,451.00</b>	<b>\$ 54,777.00</b>	<b>\$ 57,219.00</b>	<b>\$ 59,783.00</b>	<b>\$ 62,475.00</b>	<b>\$ 65,301.00</b>
<b>Bi-weekly</b>	\$ 1,773.77	\$ 1,851.08	\$ 1,932.19	\$ 2,017.35	\$ 2,106.81	\$ 2,200.73	\$ 2,299.35	\$ 2,402.88	\$ 2,511.58
<b>Daily (Annual/199)</b>	\$ 231.75	\$ 241.85	\$ 252.45	\$ 263.57	\$ 275.26	\$ 287.53	\$ 300.42	\$ 313.94	\$ 328.15

<b>Level 3</b>									
<b>Equivalent to Six Years of Post-Secondary Education (Master's Level) - Educational Supplement C</b>									
Base + \$11,883.00	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Annual</b>	<b>\$ 52,059.00</b>	<b>\$ 54,069.00</b>	<b>\$ 56,178.00</b>	<b>\$ 58,392.00</b>	<b>\$ 60,718.00</b>	<b>\$ 63,160.00</b>	<b>\$ 65,724.00</b>	<b>\$ 68,416.00</b>	<b>\$ 71,242.00</b>
<b>Bi-weekly</b>	\$ 2,002.27	\$ 2,079.58	\$ 2,160.69	\$ 2,245.85	\$ 2,335.31	\$ 2,429.23	\$ 2,527.85	\$ 2,631.38	\$ 2,740.08
<b>Daily (Annual/199)</b>	\$ 261.60	\$ 271.70	\$ 282.30	\$ 293.43	\$ 305.12	\$ 317.39	\$ 330.27	\$ 343.80	\$ 358.00

<b>Level 4</b>									
<b>Required Doctorate – Educational Supplement D</b>									
Base + \$32,978.00	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Annual</b>	<b>\$ 73,154.00</b>	<b>\$ 75,164.00</b>	<b>\$ 77,273.00</b>	<b>\$ 79,487.00</b>	<b>\$ 81,813.00</b>	<b>\$ 84,255.00</b>	<b>\$ 86,819.00</b>	<b>\$ 89,511.00</b>	<b>\$ 92,337.00</b>
<b>Bi-weekly</b>	\$ 2,813.62	\$ 2,890.92	\$ 2,972.04	\$ 3,057.19	\$ 3,146.65	\$ 3,240.58	\$ 3,339.19	\$ 3,442.73	\$ 3,551.42
<b>Daily (Annual/199)</b>	\$ 367.61	\$ 377.71	\$ 388.31	\$ 399.43	\$ 411.12	\$ 423.39	\$ 436.28	\$ 449.80	\$ 464.01

<b>Coordinator</b>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Annual</b>	<b>\$ 58,392.00</b>	<b>\$ 60,718.00</b>	<b>\$ 63,160.00</b>	<b>\$ 65,724.00</b>	<b>\$ 68,416.00</b>	<b>\$ 71,242.00</b>
<b>Bi-weekly</b>	\$ 2,245.85	\$ 2,335.31	\$ 2,429.23	\$ 2,527.85	\$ 2,631.38	\$ 2,740.08
<b>Daily (Annual/199)</b>	\$ 293.43	\$ 305.12	\$ 317.39	\$ 330.27	\$ 343.80	\$ 358.00

<b>Stipends</b>	<b>Bi-weekly</b>
<b>Supervisory I</b>	\$103.47
<b>Supervisory II</b>	\$206.92
<b>Supervisory III</b>	\$284.52
<b>Supervisory IV</b>	\$336.25
<b>Supervisory V</b>	\$362.11
<b>Outreach</b>	\$77.60

<b>Interpreter</b>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Annual</b>	<b>\$ 33,900.00</b>	<b>\$ 35,595.00</b>	<b>\$ 37,375.00</b>	<b>\$ 39,244.00</b>	<b>\$ 41,206.00</b>	<b>\$ 43,266.00</b>
<b>Bi-weekly</b>	\$ 1,303.85	\$ 1,369.04	\$ 1,437.50	\$ 1,509.38	\$ 1,584.85	\$ 1,664.08
<b>Daily (Annual/199)</b>	\$ 170.35	\$ 178.87	\$ 187.81	\$ 197.21	\$ 207.07	\$ 217.42

<b>Instructor Aide</b>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Annual</b>	<b>\$ 26,698.00</b>	<b>\$ 28,032.00</b>	<b>\$ 29,434.00</b>	<b>\$ 30,906.00</b>	<b>\$ 32,451.00</b>	<b>\$ 34,074.00</b>
<b>Bi-weekly</b>	\$ 1,026.85	\$ 1,078.15	\$ 1,132.08	\$ 1,188.69	\$ 1,248.12	\$ 1,310.54
<b>Daily (Annual/199)</b>	\$ 134.16	\$ 140.86	\$ 147.91	\$ 155.31	\$ 163.07	\$ 171.23

**Academic Salary Table – July 1, 2007**  
**4.0% negotiated increase over July 1, 2006 rates**

Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$ 41,784.00	\$ 43,874.00	\$ 46,067.00	\$ 48,370.00	\$ 50,789.00	\$ 53,329.00	\$ 55,995.00	\$ 58,795.00	\$ 61,734.00
Semi-monthly	\$ 1,741.00	\$ 1,828.08	\$ 1,919.46	\$ 2,015.42	\$ 2,116.21	\$ 2,222.04	\$ 2,333.13	\$ 2,449.79	\$ 2,572.25
Daily (Annual/199)	\$ 209.97	\$ 220.47	\$ 231.49	\$ 243.07	\$ 255.22	\$ 267.98	\$ 281.38	\$ 295.45	\$ 310.22

Level 1 Base + \$3,087.00	Equivalent to Four Years of Post-Secondary Education - Educational Supplement A								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$ 44,871.00	\$ 46,961.00	\$ 49,154.00	\$ 51,457.00	\$ 53,876.00	\$ 56,416.00	\$ 59,082.00	\$ 61,882.00	\$ 64,821.00
Semi-monthly	\$ 1,869.63	\$ 1,956.71	\$ 2,048.08	\$ 2,144.04	\$ 2,244.83	\$ 2,350.67	\$ 2,461.75	\$ 2,578.42	\$ 2,700.88
Daily (Annual/199)	\$ 225.48	\$ 235.98	\$ 247.01	\$ 258.58	\$ 270.73	\$ 283.50	\$ 296.89	\$ 310.96	\$ 325.73

Level 2 Base + \$6,180.00	Equivalent to Five Years of Post-Secondary Education - Educational Supplement B								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$ 47,964.00	\$ 50,054.00	\$ 52,247.00	\$ 54,550.00	\$ 56,969.00	\$ 59,509.00	\$ 62,175.00	\$ 64,975.00	\$ 67,914.00
Semi-monthly	\$ 1,998.50	\$ 2,085.58	\$ 2,176.96	\$ 2,272.92	\$ 2,373.71	\$ 2,479.54	\$ 2,590.63	\$ 2,707.29	\$ 2,829.75
Daily (Annual/199)	\$ 241.03	\$ 251.53	\$ 262.55	\$ 274.12	\$ 286.28	\$ 299.04	\$ 312.44	\$ 326.51	\$ 341.28

Level 3 Base + \$12,359.00	Equivalent to Six Years of Post-Secondary Education (Master's Level) - Educational Supplement C								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$ 54,143.00	\$ 56,233.00	\$ 58,426.00	\$ 60,729.00	\$ 63,148.00	\$ 65,688.00	\$ 68,354.00	\$ 71,154.00	\$ 74,093.00
Semi-monthly	\$ 2,255.96	\$ 2,343.04	\$ 2,434.42	\$ 2,530.38	\$ 2,631.17	\$ 2,737.00	\$ 2,848.08	\$ 2,964.75	\$ 3,087.21
Daily (Annual/199)	\$ 272.08	\$ 282.58	\$ 293.60	\$ 305.17	\$ 317.33	\$ 330.09	\$ 343.49	\$ 357.56	\$ 372.33

Level 4 Base + \$34,298.00	Required Doctorate – Educational Supplement D								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$ 76,082.00	\$ 78,172.00	\$ 80,365.00	\$ 82,668.00	\$ 85,087.00	\$ 87,627.00	\$ 90,293.00	\$ 93,093.00	\$ 96,032.00
Semi-monthly	\$ 3,170.08	\$ 3,257.17	\$ 3,348.54	\$ 3,444.50	\$ 3,545.29	\$ 3,651.13	\$ 3,762.21	\$ 3,878.88	\$ 4,001.33
Daily (Annual/199)	\$ 382.32	\$ 392.82	\$ 403.84	\$ 415.42	\$ 427.57	\$ 440.34	\$ 453.73	\$ 467.80	\$ 482.57

Coordinator	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Annual	\$ 60,729.00	\$ 63,148.00	\$ 65,688.00	\$ 68,354.00	\$ 71,154.00	\$ 74,093.00
Semi-monthly	\$ 2,530.38	\$ 2,631.17	\$ 2,737.00	\$ 2,848.08	\$ 2,964.75	\$ 3,087.21
Daily (Annual/199)	\$ 305.17	\$ 317.33	\$ 330.09	\$ 343.49	\$ 357.56	\$ 372.33

Stipends	Semi-monthly
Supervisory I	\$117.70
Supervisory II	\$235.37
Supervisory III	\$323.64
Supervisory IV	\$382.48
Supervisory V	\$411.90
Outreach	\$88.27

Interpreter	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Annual	\$ 35,256.00	\$ 37,019.00	\$ 38,870.00	\$ 40,814.00	\$ 42,855.00	\$ 44,997.00
Semi-monthly	\$ 1,469.00	\$ 1,542.46	\$ 1,619.58	\$ 1,700.58	\$ 1,785.63	\$ 1,874.88
Daily (Annual/199)	\$ 177.17	\$ 186.03	\$ 195.33	\$ 205.10	\$ 215.35	\$ 226.12

Instructor Aide	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Annual	\$ 27,766.00	\$ 29,154.00	\$ 30,612.00	\$ 32,143.00	\$ 33,750.00	\$ 35,437.00
Semi-monthly	\$ 1,156.92	\$ 1,214.75	\$ 1,275.50	\$ 1,339.29	\$ 1,406.25	\$ 1,476.54
Daily (Annual/199)	\$ 139.53	\$ 146.50	\$ 153.83	\$ 161.52	\$ 169.60	\$ 178.08

**Academic Salary Table – July 1, 2008**  
**4.5% negotiated increase over July 1, 2007 rates**

Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$ 43,665.00	\$ 45,849.00	\$ 48,141.00	\$ 50,547.00	\$ 53,075.00	\$ 55,729.00	\$ 58,515.00	\$ 61,441.00	\$ 64,513.00
Semi-monthly	\$ 1,819.38	\$ 1,910.38	\$ 2,005.88	\$ 2,106.13	\$ 2,211.46	\$ 2,322.04	\$ 2,438.13	\$ 2,560.04	\$ 2,688.04
Daily (Annual/199)	\$ 219.42	\$ 230.40	\$ 241.91	\$ 254.01	\$ 266.71	\$ 280.05	\$ 294.05	\$ 308.75	\$ 324.19

Level 1 Base + \$3,226.00	Equivalent to Four Years of Post-Secondary Education - Educational Supplement A								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$ 46,891.00	\$ 49,075.00	\$ 51,367.00	\$ 53,773.00	\$ 56,301.00	\$ 58,955.00	\$ 61,741.00	\$ 64,667.00	\$ 67,739.00
Semi-monthly	\$ 1,953.79	\$ 2,044.79	\$ 2,140.29	\$ 2,240.54	\$ 2,345.88	\$ 2,456.46	\$ 2,572.54	\$ 2,694.46	\$ 2,822.46
Daily (Annual/199)	\$ 235.63	\$ 246.61	\$ 258.13	\$ 270.22	\$ 282.92	\$ 296.26	\$ 310.26	\$ 324.96	\$ 340.40

Level 2 Base + \$6,459.00	Equivalent to Five Years of Post-Secondary Education - Educational Supplement B								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$ 50,124.00	\$ 52,308.00	\$ 54,600.00	\$ 57,006.00	\$ 59,534.00	\$ 62,188.00	\$ 64,974.00	\$ 67,900.00	\$ 70,972.00
Semi-monthly	\$ 2,088.50	\$ 2,179.50	\$ 2,275.00	\$ 2,375.25	\$ 2,480.58	\$ 2,591.17	\$ 2,707.25	\$ 2,829.17	\$ 2,957.17
Daily (Annual/199)	\$ 251.88	\$ 262.85	\$ 274.37	\$ 286.46	\$ 299.17	\$ 312.50	\$ 326.50	\$ 341.21	\$ 356.64

Level 3 Base + \$12,916.00	Equivalent to Six Years of Post-Secondary Education (Master's Level) - Educational Supplement C								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$ 56,581.00	\$ 58,765.00	\$ 61,057.00	\$ 63,463.00	\$ 65,991.00	\$ 68,645.00	\$ 71,431.00	\$ 74,357.00	\$ 77,429.00
Semi-monthly	\$ 2,357.54	\$ 2,448.54	\$ 2,544.04	\$ 2,644.29	\$ 2,749.63	\$ 2,860.21	\$ 2,976.29	\$ 3,098.21	\$ 3,226.21
Daily (Annual/199)	\$ 284.33	\$ 295.30	\$ 306.82	\$ 318.91	\$ 331.61	\$ 344.95	\$ 358.95	\$ 373.65	\$ 389.09

Level 4 Base + \$35,842.00	Required Doctorate – Educational Supplement D								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$ 79,507.00	\$ 81,691.00	\$ 83,983.00	\$ 86,389.00	\$ 88,917.00	\$ 91,571.00	\$ 94,357.00	\$ 97,283.00	\$ 100,355.00
Semi-monthly	\$ 3,312.79	\$ 3,403.79	\$ 3,499.29	\$ 3,599.54	\$ 3,704.88	\$ 3,815.46	\$ 3,931.54	\$ 4,053.46	\$ 4,181.46
Daily (Annual/199)	\$ 399.53	\$ 410.51	\$ 422.03	\$ 434.12	\$ 446.82	\$ 460.16	\$ 474.16	\$ 488.86	\$ 504.30

Coordinator	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Annual	\$ 63,463.00	\$ 65,991.00	\$ 68,645.00	\$ 71,431.00	\$ 74,357.00	\$ 77,429.00
Semi-monthly	\$ 2,644.29	\$ 2,749.63	\$ 2,860.21	\$ 2,976.29	\$ 3,098.21	\$ 3,226.21
Daily (Annual/199)	\$ 318.91	\$ 331.61	\$ 344.95	\$ 358.95	\$ 373.65	\$ 389.09

Interpreter	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Annual	\$ 36,843.00	\$ 38,685.00	\$ 40,620.00	\$ 42,651.00	\$ 44,784.00	\$ 47,022.00
Semi-monthly	\$ 1,535.13	\$ 1,611.88	\$ 1,692.50	\$ 1,777.13	\$ 1,866.00	\$ 1,959.25
Daily (Annual/199)	\$ 185.14	\$ 194.40	\$ 204.12	\$ 214.33	\$ 225.05	\$ 236.29

Instructor Aide	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Annual	\$ 29,016.00	\$ 30,466.00	\$ 31,990.00	\$ 33,590.00	\$ 35,269.00	\$ 37,032.00
Semi-monthly	\$ 1,209.00	\$ 1,269.42	\$ 1,332.92	\$ 1,399.58	\$ 1,469.54	\$ 1,543.00
Daily (Annual/199)	\$ 145.81	\$ 153.10	\$ 160.75	\$ 168.79	\$ 177.23	\$ 186.09

Stipends	Semi-monthly
Supervisory I	\$123.59
Supervisory II	\$247.14
Supervisory III	\$339.82
Supervisory IV	\$401.60
Supervisory V	\$432.50
Outreach	\$92.68

**Academic Salary Table – July 1, 2007 with Long-Service Increment**  
**4.0% negotiated increase over July 1, 2006 rates plus 5.0% long-service increment**

Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Annual</b>	<b>\$ 43,874.00</b>	<b>\$ 46,068.00</b>	<b>\$ 48,371.00</b>	<b>\$ 50,789.00</b>	<b>\$ 53,329.00</b>	<b>\$ 55,996.00</b>	<b>\$ 58,795.00</b>	<b>\$ 61,735.00</b>	<b>\$ 64,821.00</b>
<b>Semi-monthly</b>	\$ 1,828.08	\$ 1,919.50	\$ 2,015.46	\$ 2,116.21	\$ 2,222.04	\$ 2,333.17	\$ 2,449.79	\$ 2,572.29	\$ 2,700.88
<b>Daily (Annual/199)</b>	\$ 220.47	\$ 231.50	\$ 243.07	\$ 255.22	\$ 267.98	\$ 281.39	\$ 295.45	\$ 310.23	\$ 325.73

Level 1 Base + \$3,087.00	Equivalent to Four Years of Post-Secondary Education - Educational Supplement A								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Annual</b>	<b>\$ 46,961.00</b>	<b>\$ 49,155.00</b>	<b>\$ 51,458.00</b>	<b>\$ 53,876.00</b>	<b>\$ 56,416.00</b>	<b>\$ 59,083.00</b>	<b>\$ 61,882.00</b>	<b>\$ 64,822.00</b>	<b>\$ 67,908.00</b>
<b>Semi-monthly</b>	\$ 1,956.71	\$ 2,048.13	\$ 2,144.08	\$ 2,244.83	\$ 2,350.67	\$ 2,461.79	\$ 2,578.42	\$ 2,700.92	\$ 2,829.50
<b>Daily (Annual/199)</b>	\$ 235.98	\$ 247.01	\$ 258.58	\$ 270.73	\$ 283.50	\$ 296.90	\$ 310.96	\$ 325.74	\$ 341.25

Level 2 Base + \$6,180.00	Equivalent to Five Years of Post-Secondary Education - Educational Supplement B								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Annual</b>	<b>\$ 50,054.00</b>	<b>\$ 52,248.00</b>	<b>\$ 54,551.00</b>	<b>\$ 56,969.00</b>	<b>\$ 59,509.00</b>	<b>\$ 62,176.00</b>	<b>\$ 64,975.00</b>	<b>\$ 67,915.00</b>	<b>\$ 71,001.00</b>
<b>Semi-monthly</b>	\$ 2,085.58	\$ 2,177.00	\$ 2,272.96	\$ 2,373.71	\$ 2,479.54	\$ 2,590.67	\$ 2,707.29	\$ 2,829.79	\$ 2,958.38
<b>Daily (Annual/199)</b>	\$ 251.53	\$ 262.55	\$ 274.13	\$ 286.28	\$ 299.04	\$ 312.44	\$ 326.51	\$ 341.28	\$ 356.79

Level 3 Base + \$12,359.00	Equivalent to Six Years of Post-Secondary Education (Master's Level) - Educational Supplement C								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Annual</b>	<b>\$ 56,233.00</b>	<b>\$ 58,427.00</b>	<b>\$ 60,730.00</b>	<b>\$ 63,148.00</b>	<b>\$ 65,688.00</b>	<b>\$ 68,355.00</b>	<b>\$ 71,154.00</b>	<b>\$ 74,094.00</b>	<b>\$ 77,180.00</b>
<b>Semi-monthly</b>	\$ 2,343.04	\$ 2,434.46	\$ 2,530.42	\$ 2,631.17	\$ 2,737.00	\$ 2,848.13	\$ 2,964.75	\$ 3,087.25	\$ 3,215.83
<b>Daily (Annual/199)</b>	\$ 282.58	\$ 293.60	\$ 305.18	\$ 317.33	\$ 330.09	\$ 343.49	\$ 357.56	\$ 372.33	\$ 387.84

Level 4 Base + \$34,298.00	Required Doctorate – Educational Supplement D								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Annual</b>	<b>\$ 78,172.00</b>	<b>\$ 80,366.00</b>	<b>\$ 82,669.00</b>	<b>\$ 85,087.00</b>	<b>\$ 87,627.00</b>	<b>\$ 90,294.00</b>	<b>\$ 93,093.00</b>	<b>\$ 96,033.00</b>	<b>\$ 99,119.00</b>
<b>Semi-monthly</b>	\$ 3,257.17	\$ 3,348.58	\$ 3,444.54	\$ 3,545.29	\$ 3,651.13	\$ 3,762.25	\$ 3,878.88	\$ 4,001.38	\$ 4,129.96
<b>Daily (Annual/199)</b>	\$ 392.82	\$ 403.85	\$ 415.42	\$ 427.57	\$ 440.34	\$ 453.74	\$ 467.80	\$ 482.58	\$ 498.09

Coordinator	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Annual</b>	<b>\$ 63,148.00</b>	<b>\$ 65,688.00</b>	<b>\$ 68,355.00</b>	<b>\$ 71,154.00</b>	<b>\$ 74,094.00</b>	<b>\$ 77,180.00</b>
<b>Semi-monthly</b>	\$ 2,631.17	\$ 2,737.00	\$ 2,848.13	\$ 2,964.75	\$ 3,087.25	\$ 3,215.83
<b>Daily (Annual/199)</b>	\$ 317.33	\$ 330.09	\$ 343.49	\$ 357.56	\$ 372.33	\$ 387.84

Interpreter	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Annual</b>	<b>\$ 37,019.00</b>	<b>\$ 38,870.00</b>	<b>\$ 40,814.00</b>	<b>\$ 42,855.00</b>	<b>\$ 44,998.00</b>	<b>\$ 47,247.00</b>
<b>Semi-monthly</b>	\$ 1,542.46	\$ 1,619.58	\$ 1,700.58	\$ 1,785.63	\$ 1,874.92	\$ 1,968.63
<b>Daily (Annual/199)</b>	\$ 186.03	\$ 195.33	\$ 205.10	\$ 215.35	\$ 226.12	\$ 237.42

Instructor Aide	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Annual</b>	<b>\$ 29,155.00</b>	<b>\$ 30,612.00</b>	<b>\$ 32,143.00</b>	<b>\$ 33,751.00</b>	<b>\$ 35,438.00</b>	<b>\$ 37,209.00</b>
<b>Semi-monthly</b>	\$ 1,214.79	\$ 1,275.50	\$ 1,339.29	\$ 1,406.29	\$ 1,476.58	\$ 1,550.38
<b>Daily (Annual/199)</b>	\$ 146.51	\$ 153.83	\$ 161.52	\$ 169.60	\$ 178.08	\$ 186.98

Stipends	Semi-monthly
Supervisory I	\$117.70
Supervisory II	\$235.37
Supervisory III	\$323.64
Supervisory IV	\$382.48
Supervisory V	\$411.90
Outreach	\$88.27

**Academic Salary Table – July 1, 2008 with Long-Service Increment**  
**4.5% negotiated increase over July 1, 2007 rates plus 5.0% long-service increment**

Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Annual</b>	<b>\$ 45,849.00</b>	<b>\$ 48,142.00</b>	<b>\$ 50,549.00</b>	<b>\$ 53,075.00</b>	<b>\$ 55,729.00</b>	<b>\$ 58,516.00</b>	<b>\$ 61,441.00</b>	<b>\$ 64,514.00</b>	<b>\$ 67,739.00</b>
<b>Semi-monthly</b>	\$ 1,910.38	\$ 2,005.92	\$ 2,106.21	\$ 2,211.46	\$ 2,322.04	\$ 2,438.17	\$ 2,560.04	\$ 2,688.08	\$ 2,822.46
<b>Daily (Annual/199)</b>	\$ 230.40	\$ 241.92	\$ 254.02	\$ 266.71	\$ 280.05	\$ 294.05	\$ 308.75	\$ 324.19	\$ 340.40

Level 1 Base + \$3,226.00	Equivalent to Four Years of Post-Secondary Education - Educational Supplement A								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Annual</b>	<b>\$ 49,075.00</b>	<b>\$ 51,368.00</b>	<b>\$ 53,775.00</b>	<b>\$ 56,301.00</b>	<b>\$ 58,955.00</b>	<b>\$ 61,742.00</b>	<b>\$ 64,667.00</b>	<b>\$ 67,740.00</b>	<b>\$ 70,965.00</b>
<b>Semi-monthly</b>	\$ 2,044.79	\$ 2,140.33	\$ 2,240.63	\$ 2,345.88	\$ 2,456.46	\$ 2,572.58	\$ 2,694.46	\$ 2,822.50	\$ 2,956.88
<b>Daily (Annual/199)</b>	\$ 246.61	\$ 258.13	\$ 270.23	\$ 282.92	\$ 296.26	\$ 310.26	\$ 324.96	\$ 340.40	\$ 356.61

Level 2 Base + \$6,459.00	Equivalent to Five Years of Post-Secondary Education - Educational Supplement B								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Annual</b>	<b>\$ 52,308.00</b>	<b>\$ 54,601.00</b>	<b>\$ 57,008.00</b>	<b>\$ 59,534.00</b>	<b>\$ 62,188.00</b>	<b>\$ 64,975.00</b>	<b>\$ 67,900.00</b>	<b>\$ 70,973.00</b>	<b>\$ 74,198.00</b>
<b>Semi-monthly</b>	\$ 2,179.50	\$ 2,275.04	\$ 2,375.33	\$ 2,480.58	\$ 2,591.17	\$ 2,707.29	\$ 2,829.17	\$ 2,957.21	\$ 3,091.58
<b>Daily (Annual/199)</b>	\$ 262.85	\$ 274.38	\$ 286.47	\$ 299.17	\$ 312.50	\$ 326.51	\$ 341.21	\$ 356.65	\$ 372.85

Level 3 Base + \$12,916.00	Equivalent to Six Years of Post-Secondary Education (Master's Level) - Educational Supplement C								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Annual</b>	<b>\$ 58,765.00</b>	<b>\$ 61,058.00</b>	<b>\$ 63,465.00</b>	<b>\$ 65,991.00</b>	<b>\$ 68,645.00</b>	<b>\$ 71,432.00</b>	<b>\$ 74,357.00</b>	<b>\$ 77,430.00</b>	<b>\$ 80,655.00</b>
<b>Semi-monthly</b>	\$ 2,448.54	\$ 2,544.08	\$ 2,644.38	\$ 2,749.63	\$ 2,860.21	\$ 2,976.33	\$ 3,098.21	\$ 3,226.25	\$ 3,360.63
<b>Daily (Annual/199)</b>	\$ 295.30	\$ 306.82	\$ 318.92	\$ 331.61	\$ 344.95	\$ 358.95	\$ 373.65	\$ 389.10	\$ 405.30

Level 4 Base + \$35,842.00	Required Doctorate – Educational Supplement D								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Annual</b>	<b>\$ 81,691.00</b>	<b>\$ 83,984.00</b>	<b>\$ 86,391.00</b>	<b>\$ 88,917.00</b>	<b>\$ 91,571.00</b>	<b>\$ 94,358.00</b>	<b>\$ 97,283.00</b>	<b>\$ 100,356.00</b>	<b>\$ 103,581.00</b>
<b>Semi-monthly</b>	\$ 3,403.79	\$ 3,499.33	\$ 3,599.63	\$ 3,704.88	\$ 3,815.46	\$ 3,931.58	\$ 4,053.46	\$ 4,181.50	\$ 4,315.88
<b>Daily (Annual/199)</b>	\$ 410.51	\$ 422.03	\$ 434.13	\$ 446.82	\$ 460.16	\$ 474.16	\$ 488.86	\$ 504.30	\$ 520.51

Coordinator	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Annual</b>	<b>\$ 65,991.00</b>	<b>\$ 68,645.00</b>	<b>\$ 71,432.00</b>	<b>\$ 74,357.00</b>	<b>\$ 77,430.00</b>	<b>\$ 80,655.00</b>
<b>Semi-monthly</b>	\$ 2,749.63	\$ 2,860.21	\$ 2,976.33	\$ 3,098.21	\$ 3,226.25	\$ 3,360.63
<b>Daily (Annual/199)</b>	\$ 331.61	\$ 344.95	\$ 358.95	\$ 373.65	\$ 389.10	\$ 405.30

Interpreter	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Annual</b>	<b>\$ 38,686.00</b>	<b>\$ 40,620.00</b>	<b>\$ 42,651.00</b>	<b>\$ 44,784.00</b>	<b>\$ 47,024.00</b>	<b>\$ 49,374.00</b>
<b>Semi-monthly</b>	\$ 1,611.92	\$ 1,692.50	\$ 1,777.13	\$ 1,866.00	\$ 1,959.33	\$ 2,057.25
<b>Daily (Annual/199)</b>	\$ 194.40	\$ 204.12	\$ 214.33	\$ 225.05	\$ 236.30	\$ 248.11

Instructor Aide	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Annual</b>	<b>\$ 30,467.00</b>	<b>\$ 31,990.00</b>	<b>\$ 33,590.00</b>	<b>\$ 35,270.00</b>	<b>\$ 37,033.00</b>	<b>\$ 38,884.00</b>
<b>Semi-monthly</b>	\$ 1,269.46	\$ 1,332.92	\$ 1,399.58	\$ 1,469.58	\$ 1,543.04	\$ 1,620.17
<b>Daily (Annual/199)</b>	\$ 153.10	\$ 160.75	\$ 168.79	\$ 177.24	\$ 186.10	\$ 195.40

Stipends	Semi-monthly
Supervisory I	\$123.59
Supervisory II	\$247.14
Supervisory III	\$339.82
Supervisory IV	\$401.60
Supervisory V	\$432.50
Outreach	\$92.68

## APPENDIX B EDUCATIONAL SUPPLEMENTS

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- 1.1 The application of educational supplements for an instructor, educational counselor or librarian shall be determined by the number of years of relevant post Grade XII training that the employee has. Following are the requirements to be eligible for an educational supplement:

### Educational Supplement A

- University degree (four (4) years)
- University degree (three (3) years) plus an additional year of related study
- Professional accounting designation (C.A., C.M.A., C.G.A.) without a degree
- Three (3) or more year Journeyman's Certificate and a Teaching Certificate (or an additional year of related post-secondary education)
- Journeyman's Certificate requiring less than three (3) years plus a university degree
- Diploma in Nursing or Psychiatric Nursing and two (2) years of related post-secondary education
- Four (4) year Bachelor of Science degree in Nursing
- Dental Nurse/Dental Therapist Diploma or Dental Hygienist Diploma plus two (2) years of related post-secondary education
- Minimum of two (2) year Technology Diploma in Instrumentation or Journeyman's Certificate in Instrumentation and considerable related experience plus a Teacher's Certificate (or an additional year of related post-secondary education)
- Registered Technician Certificate plus two (2) years of related post-secondary education
- 2<sup>nd</sup> Class Power Engineer
- Technology Diploma with A.Sc.T. designation
- Technology Diploma with Advanced Certification in Radiological Technology (ACR)/Advanced Certification in Medical Laboratory Technology (ART) designation

### Educational Supplement B

- Five (5) years of related post-secondary study and a minimum of one (1) degree (e.g. B.A., B.Ed.)
- Master's degree (five (5) years)

- University degree (four (4) years) plus one (1) year of related university study
- Professional accounting designation (C.A., C.M.A., C.G.A.) plus a university degree
- Saskatchewan Land Surveyor
- Professional engineer designation (P Eng)
- Three (3) or four (4) year Journeyman's Certificate plus a degree in education
- Diploma in Nursing or Psychiatric Nursing plus three (3) years of education including a related university degree (B.S.N., B.Ed)
- Five (5) year Bachelor of Science degree in Nursing
- Dental Nurse/Dental Therapist Diploma plus three (3) years of education including a related university degree
- Dental Nurse Diploma or Dental Hygienist Diploma plus three (3) years of education including a related university degree
- Registered Technician's Certificate plus three (3) years of education including a related university degree
- 1<sup>st</sup> Class Power Engineer
- Librarian with Master degree (five (5) years)

#### Educational Supplement C

- Six (6) years or more of related university study including one (1) year of graduate study or an honour's year
- Master's degree (five (5) years) plus one (1) year of related study
- Master's degree (six (6) years)
- Three (3) or more year Journeyman's Certificate plus a degree in Education plus one (1) year of graduate study
- Professional accounting designation (C.A., C.M.A., C.G.A.) plus a degree and one (1) additional year of related university study
- Librarian with Master's degree (six (6) years)

#### Educational Supplement D

- Required Doctorate

**APPENDIX C HOURS OF WORK - PROGRAMS BY CATEGORY**

CATEGORY A LABORATORY/SHOP	
1. Classroom/Shop (900)	
<p><u>Kelsey Campus</u>                      Agricultural Machinery Technician                      Automotive Service Technician/Technology (AST)                      Autobody Technician                      Carpentry                      G.M. ASEP                      Institutional Meat Cutting                      Heavy Equipment and Truck and Transport                      Industrial Mechanics                      Machine Shop                      Pipefitting                      Plumbing                      Professional Cooking                      Refrigeration/Air Conditioning                      Retail Meat Cutting                      Meat Processing                      Sheet Metal                      Steel Fabricator                      Truck &amp; Transport Mechanical Repair                      Welding</p>	<p><u>Palliser Campus</u>                      Automotive Service Technician (AST)                      Bricklayer                      Carpentry                      Electrician                      Iron Worker                      Professional Cooking                      Welding</p>
<p><u>Wascana Campus</u>                      Applied Photography                      Autobody Technician                      Building Systems Technician                      Film, Video and New Media                      G.M. ASEP                      Graphic Arts Production                      Machine Shop                      New Media Communications                      Outdoor Power Equipment Technician                      Welding</p>	<p><u>Woodland Campus</u>                      Advanced Addictions Counselling                      Barber/Stylist                      Carpentry                      Chemical Dependency Worker                      Cosmetologist                      Electrician                      Esthetician                      Institutional Cooking                      Media Arts Production                      New Media Communications                      Outdoor Power Equipment Technician                      Professional Cooking                      Roofing                      Short Order Cooking                      Web Site Design and Development                      Welding</p>

CATEGORY A LABORATORY/SHOP continued

2. Classroom/Laboratory (825)

<p><u>Kelsey Campus</u>          CAD/CAM Engineering Technology          Commercial Pilot Program          Computer Systems Technology          Drafting – Associated Studies          Electronic Systems Engineering Technology          Electronic Technician          Food &amp; Nutrition Management          Food Services Worker          Hotel and Restaurant Administration          Mechanical Engineering Technology          Parts Management Technician          Power Engineering          Process Operator          Visual Media – Associated Studies          Recreation and Leisure Management          Recreation and Tourism Management          Tourism Management</p>	<p><u>Palliser Campus</u>          Architectural Technologies          CADD Technology          Civil Engineering Technology          Computer Engineering Technology          Electrical Engineering Technology          Electronic Technician          Environmental Engineering Technology          Geomatics Technology          Instrumentation Engineering Technology          Water Resources Engineering Technology          Water &amp; Wastewater Technician</p>
<p><u>Wascana Campus</u>          Beef Production Certificate          Computer Networking Technician          Contact Centre          Drafting – Associated Studies          Electronic Technician</p>	<p><u>Woodland Campus</u>          Corrections Worker          Drafting – Associated Studies          Ecotourism          Electronic Technician          Entrepreneurship and Small Business          Food and Beverage Service          Forest Ecosystems Technology          Geographic Information Science for Resource          Management          Helpdesk/Network Operations          Integrated Resource Management          Resource and Environmental Law</p>

CATEGORY B - SCIENCE & HEALTH (825)

Kelsey Campus

Biotechnology  
Chemical Technology  
Combined Laboratory and X-Ray Technician  
CPR/First Aid  
Cytotechnology  
Home Care/Special Care Aide  
Medical Laboratory Technology  
Medical Radiologic Technology  
Nursing Education Program of Saskatchewan (NEPS)  
Occupational Health and Safety Practitioner  
Pharmacy Technician  
Veterinary Technology

Wascana Campus

Advanced Care Paramedic  
Community Health Services  
Dental Assisting  
Dental Hygiene  
Health Information Management  
Home Care/Special Care Aide  
Intermediate Care Paramedic  
Nursing Education Program of Saskatchewan (NEPS)  
Occupational Therapist/Physical Therapist Assistant  
Perioperative Nursing/RN  
Perioperative Nursing/LPN  
Practical Nursing  
Primary Care Paramedic

Woodland Campus

Home Care/Special Care Aide  
Practical Nursing

CATEGORY B - COMMUNITY SERVICE (825)

Kelsey Campus

Early Childhood Education  
Educational Assistant  
Rehabilitation Worker  
Therapeutic Recreation  
Youth Care Worker

Wascana Campus

Early Childhood Education

Woodland Campus

Early Childhood Education

CATEGORY C - LECTURE (625)

Kelsey Campus

Business Education - Associated Studies  
Communication Arts - Associated Studies  
Library & Information Technology  
Math - Associated Studies  
Psychology/Sociology - Associated Studies  
Science/Physics - Associated Studies

Palliser Campus

Accountancy  
Administration  
Associated Studies (except Drafting)  
Business Certificate  
Computer Information Systems  
Financial Services  
Human Resources  
Marketing  
Office Education  
Office Automation/Administration

Wascana Campus

Associated Studies (except Drafting)  
Office Education

Woodland Campus

Associated Studies (except Drafting)  
Business Certificate  
Office Education

CATEGORY D - ADULT BASIC EDUCATION/INDIVIDUALIZED (1000)

Kelsey Campus

Basic Education

ESL

Deaf & Hard of Hearing Program

Palliser Campus

Basic Education

ESL

Wascana Campus

Basic Education

ESL

Deaf & Hard of Hearing Program

Woodland Campus

Basic Education

ESL

CATEGORY E COMPETENCY BASED EDUCATION

1. <u>Scheduled (1100)</u>	2. <u>Unscheduled (1200)</u>
<p><u>Kelsey Campus</u> Learning Assistance Centre</p> <p><u>Wascana Campus</u> Applied Photography Advanced Diabetes Education Program for Health Care Providers Basic Critical Care Nursing Basic Diabetes Education Program for Health Care Providers Building Systems Technician/Operator Gerontological Nursing/LPN Gerontological Nursing/RN/RPN Graphic Arts Production Learning Assistance Centre/TAPS Nursing Re-Entry Office Education Outdoor Power Equipment Technician Practical Nurse Re-entry Primary Care Nurse Practitioner Psychiatric Nursing Re-entry</p> <p><u>Woodland Campus</u> Learning Assistance Centre Professional Cooking/Short Order Cooking/ Institutional Cooking (until June 30, 2005)</p> <p><u>Palliser Campus</u> Learning Assistance Centre</p>	<p><u>Woodland Campus</u> Electrician Learning Assistance Centre Media Arts Production Mineral Resources Office Education Outdoor Power Equipment Technician</p>

\*Note: All programs in the CBE category, except Vocational Forestry, Heavy Equipment Operator and Driver Training, that have not already moved to a different category, will be moved to category A-1 effective September 1, 2005. Office Education will move to category C – Lecture (625) effective September 1, 2005.

CATEGORY E FIELD BASED (1200)

Kelsey Campus

Driver Training

Woodland Campus

Heavy Equipment Operator

Vocational Forestry

NON-INSTRUCTIONAL CATEGORY (1442.75)

Education Extension Consultant

Educational Counsellor

Librarian

Instructor Aide

**APPENDIX D LETTER OF UNDERSTANDING, REPRESENTATIVE WORKFORCE**

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**LETTER OF UNDERSTANDING**

**Between**  
**Saskatchewan Institute of Applied Science & Technology**  
**(SIAST)**  
**And**  
**Saskatchewan Government and General Employees Union**  
**(SGEU)**

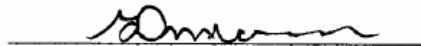
**RE: REPRESENTATIVE WORKFORCE**

The parties recognize that First Nations and Métis persons are not represented in the SIAST workforce to the proportion of their representation in the Saskatchewan working age population. The parties also agree that specific initiatives are required by the parties along with other stakeholders including the Aboriginal community, to prepare and develop the Aboriginal workforce and to facilitate the integration of Aboriginal persons into the SIAST workforce.

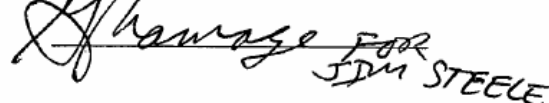
The parties therefore mutually agree in principle to work together to:

- Identify barriers to Aboriginal employment;
- Work with government and Aboriginal organizations to develop strategies to recruit, hire, train and retain Aboriginal workers;
- Develop initiatives of mutual benefit designed to meet Aboriginal needs within SIAST which generate an opportunity for Aboriginal employment;
- Participate in career information and other related Aboriginal activities within the Aboriginal community;
- Foster awareness and understanding within each party's constituents of diversity issues.

Signed on behalf of SIAST



Signed on behalf of SGEU



JIM STEELE

Dated at Saskatoon, Saskatchewan this 21<sup>ST</sup> day of FEBRUARY 2007.

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## APPENDIX E LETTER OF UNDERSTANDING, UNION MANAGEMENT DIALOGUE

### LETTER OF UNDERSTANDING

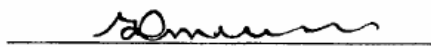
Between  
Saskatchewan Institute of Applied Science & Technology  
(SIAST)  
And  
Saskatchewan Government and General Employees Union  
(SGEU)

#### RE: UNION MANAGEMENT DIALOGUE

The parties are committed to establishing a positive working relationship and to solving problems throughout the term of the collective agreement. The parties share a common belief that the basis of good labour relations rests upon ongoing dialogue and communication. Both SIAST and SGEU agree to work together in the operation of a Joint Labour-Management Committee.

- a) The purpose and function of the Committee will be to promote better communications, mutual respect and understanding between management and the union; to discuss and attempt to resolve issues and concerns of the parties; and to share information on operational changes being considered by management. The Committee shall be advisory in nature and not executive.
- b) The Committee will have equal representation of the parties to be composed of up to five (5) representatives from SIAST management and up to five (5) representatives from the SGEU academic bargaining unit. Employee representatives will be chosen by the union. SIAST management representatives will be chosen by administration.
- c) Meetings will generally occur monthly, at a time mutually agreeable to the parties. Minutes of each meeting will be kept.
- d) The Committee shall not have jurisdiction over wages, or any other collective bargaining matter, including the administration of the collective agreement. The Committee shall not supersede the activities of any committee of the SGEU or SIAST. It does not have the power to bind either the union, its members, or SIAST to any decisions or conclusions reached in its discussion, unless by mutual agreement. The Committee shall have the power to make recommendations to the union and management with respect to its discussions and conclusions.

Signed on behalf of SIAST



Signed on behalf of SGEU



Dated at Saskatoon, Saskatchewan this 21ST day of FEBRUARY 2007.

## SIAST CAMPUSES AND SGEU OFFICES

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### Main Switchboard

1-866-goSIAST (SK Toll Free)

<b>SIAST Kelsey Campus</b> Idylwyld Dr. & 33rd St. Saskatoon, SK S7K 3R5 Human Resource Office: 933-8062 Human Resource Fax: 933-5798	<b>SIAST Woodland Campus</b> 1100 - 15th Street East Prince Albert, SK S6V 6G1 Human Resource Office: 953-7094 Human Resource Fax: 953-7068
<b>SIAST Palliser Campus</b> Saskatchewan St. & 6th Avenue N.W. Moose Jaw, SK S6H 4R4 Human Resource Office: 694-3231 Human Resource Fax: 694-3457	<b>SIAST Wascana Campus</b> 4500 Wascana Parkway Regina, SK S4P 3A3 Human Resource Office : 798-6579 Human Resource Fax: 798-9781

### SGEU OFFICES

<b>Regina (Head Office)</b> 1440 Broadway Ave Regina SK S4P 1E2 Toll Free: 1-800-667-5221 Tel: 522-8571 Fax: 352-1969	<b>Saskatoon Regional Office</b> 1114 22nd St W Saskatoon SK S7M 0S5 Toll Free: 1-800-667-9791 Tel: 652-1811 Fax: 664-7134
<b>Prince Albert Regional Office</b> 33 11th St W Prince Albert SK S6V 3A8 Toll Free: 1-800-667-9355 Tel: 764-5201 Fax: 763-4763	

### CAMPUS OFFICES

<b>Kelsey Union Office</b> Phone: 933-6528	<b>Woodland Union Office</b> Phone: 953-7012
<b>Wascana Union Office</b> Phone: 798-9585	<b>Palliser Union Office</b> Phone: 694-3296

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