



SOURCE	Union		
EFF. #	82	01	04
TERM.	91	06	30
No. OF EMPLOYEES	1200		
NUMBER OF EMPLOYEES	89		

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 EMPLOYEES' UNION  
January 1, 1988 to June 30, 1991



**SIAST**  
SASKATCHEWAN INSTITUTE FOR APPLIED  
SCIENCE AND TECHNOLOGY

3878401

ARTICLES

OF A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SASKATCHEWAN INSTITUTE OF APPLIED SCIENCE AND  
TECHNOLOGY

AND

SIAS~~T~~ ACADEMIC BARGAINING UNIT

REPRESENTED BY

THE SASKATCHEWAN GOVERNMENT EMPLOYEES' UNION

JANUARY 4, 1988 TO JUNE 30, 1991



Articles of an Agreement made in duplicate this 27th day of  
March, 1990 A.D.

BETWEEN

Saskatchewan Institute of Applied Science and Technology,  
hereinafter referred to as "the Institute" or "the Employer",

OF THE FIRST PART

AND

The Saskatchewan Government Employees' Union, Academic  
Bargaining Unit as certified, hereinafter referred to as "the Union"

OF THE SECOND PART.

PREAMBLE

WHEREAS, it is the desire of all parties to this Agreement to maintain the existing harmonious relationship between the Institute and the members of the Union, to promote co-operation and understanding between the Institute and the employees, and to recognize the value of joint discussions, and negotiations in matters pertaining to working conditions, hours of work and scale of wages to encourage economy of operations and elimination of waste, and to promote the morale, well-being and security of the employees of the Institute.

NOW THEREFORE, This Agreement Witnesseth that for and in consideration of the premises and covenants, conditions, stipulations and provisos herein contained, the parties hereto agree as follows:

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## ARTICLE 1 INTERPRETATION

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

- 1.1 "Academic Unit" consists of those categories of employees, or employees from time to time designated by the Board as per Sections 14(5) of The Institute Act as members of the Academic Unit.
- 1.2 "Academic Year" is the period commencing on July 1st in one (1) year and ending on June 30th the following year.
- 1.3 "Assigned Day" means a day or any portion thereof where an employee is assigned to work. Employees who regularly work on a part-day basis are subject to Article 7.7.3.2.
- 1.4 "Campus" refers to Kelsey, Palliser, Wascana and Woodland.
- 1.5 "Demotion" is defined as the movement of an employee from a position in one class to a position in another class with a salary range of a lower maximum.
- 1.6 "Employee" is a general term describing any person who is employed by the Institute and covered by the provisions of this Agreement.
- 1.7 "He", "His", "Him", "She", "Hers", or "Her" includes a reference to persons of the opposite gender wherever the facts or context so require.
- 1.8 "Institute" means the Saskatchewan Institute of Applied Science and Technology (SIASST) pursuant to The Institute Act.
- 1.9 "Job Description Plan" means and includes the classes of positions which have been established by the Institute, the class specifications and the rules for the continuous administration of and amendments thereto.
- 1.10 "Locale" means the location where an employee normally works.
- 1.11 "Pay Plan" means the scales of pay as contained in Appendix II.
- 1.12 "Permanent Employee" means an employee who has successfully completed the probationary period on initial appointment.
- 1.13 "President" means the Chief Executive Officer of the Institute, or his designate.

- 1.14 "Principal" means the Management Head of each campus, or his designate.
- 1.15 "Probationary Employee" means an employee who has not completed the probationary period on initial appointment.
- 1.16 "Program" means a sequential course of studies in which a student may enroll, or an administrative grouping of courses identified as a program.
- 1.17 "Promotion" is defined as the movement of an employee from a position in one class to a position in another class with a salary range of higher maximum.
- 1.18 "Prorata Basis" means prorated according to the assigned days worked as a percentage of two hundred (200) days.
- 1.19 "Regular Full-Time Employment" is ongoing, full-time employment.
- 1.20 "Regular Part-Time Employment" is ongoing, less than full-time employment, involving part days, part weeks, part months, or part years.
- 1.21 "Term Employment" means employment of not more than sixty (60) days which may be extended by mutual agreement with the Campus Committee Chair.
- 1.22 "Transfer" is defined as the movement of an employee from one position to another in the same or a different class with a salary range having the same maximum.
- 1.23 "Union" means the Saskatchewan Government Employees' Union.
- 1.24 "Vacancy" means a position for which an employee has not yet been hired.

#### ARTICLE 2 SCOPE

The terms of this Agreement shall apply to all employees of the Academic Unit of SIAST excluding the following

- 2 1 Those employees excluded by Sections 14(4) and (7) of The institute Act
- 2 2 Those employees excluded under The Trade Union Act, and those employees who may be excluded, from time to time by order of the Labour Relations Board

#### ARTICLE 3 UNION SECURITY

- 3 1 The institute agrees to recognize the Saskatchewan Government 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.

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3.2 Without being limited to the specifics of the following, the Institute agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced 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.

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3.3 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 dock an amount of pay appropriate to the work time lost by the employee through honoring the picket line.

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3.3.1 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.

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3.3.2 On signed authorization by an employee, the Institute 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. The Institute shall remit the same to the Chief Executive Officer 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.

- 3.3.3 A monthly statement shall also be forwarded to the Chief Executive Officer of the Union showing the names of all new employees covered by this Agreement 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 Institute during the month and the date of severance and a list of those employees who have completed probation.
- 3.3.4 At the time Income Tax (T-4) slips are made available, the Institute shall indicate the amount of union dues paid by each Union member.
- 3.3.5 The Institute 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 Institute by the Union.
- 3.3.6 An employee covered by this Agreement who is temporarily filling an out-of-scope position shall continue to have union dues deducted from his salary and shall be entitled to all the benefits and protections afforded by this Agreement.
- 3.3.7 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 Bargaining Agreement. Such representative(s) shall have access to the premises to assist in the settlement of a grievance(s).
- 3.4 Subject to approval by the Principal or designate, the Institute shall allow the Union to conduct educational and business functions for employees on the Institute's premises. Such approval shall not be unreasonably withheld.
- 3.5 The Institute shall allow the Union to post notices and information of interest to the employees on bulletin boards designated for the use of the Union.
- 3.6 Written notice of any change in the amount of monthly dues must be given to the Institute 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 3.3.2 during the month next following notice of the change.

ARTICLE 4 APPOINTMENTS

**4 1 Re-Employment Lists**

4 1 1 The Institute shall establish and maintain one (1) re-employment list for regular full-time employees and, for each campus a regular part-time—re-employment list. Such lists shall include the names; addresses, classification and seniority of the following employees

- (a) who are laid off 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

**4 2 Removal from Re-employment List**

4.2.1 Employees shall have their names removed from the re-employment list:

- (a) if appointed to a position with the Institute
- (b) at the expiration of eighteen (18) consecutive months.

**4.3 Notification of Current Address**

4.3.1 Employees shall be responsible for keeping the Institute notified of their current address.

**4.4 Filling Positions**

4.4.1 Regular full-time assignments, which the Institute chooses to fill, will:

- (a) be posted at all campuses of the Institute.
- (b) be posted at all locales where the Institute has three (3) or more employees.
- (c) be mailed to all employees on the regular full-time re-employment list and employees who work at a locale where there are less than three (3) employees and who have requested, in writing, specific program postings.

4.4.2 Regular part-time assignments, which the Institute chooses to fill will:

- (a) if for in excess of thirty (30) but **less** than eighty-one (81) assigned days.
  - (i) be posted at the locale where the assignment **exists**.
  - (ii) be posted at the main campus locale.
  - (iii) be mailed to employees on the campus, regular part-time re-employment list who reside outside of

a locale included in (i) and (ii) above and who have requested, in writing, specific program postings.

(b) if for eighty-one (81) or more assigned days:

(i) be posted at all campuses of the Institute.

(ii) be posted at all locales where the Institute has three (3) or more regular part-time employees.

(iii) be mailed to employees on campus regular part-time re-employment lists who reside outside of a locale included in (i) and (ii) above and who have requested, in writing, specific program postings.

(c) assignments of thirty (30) or less assigned days shall not be subject to posting or selection procedures contained in this Agreement.

4.4.3 Supervisory assignments will be posted only at the campus locale at which they actually occur.

4.4.4 There will be no involuntary inter-program transfers. Notwithstanding 4.4.1, 4.4.2 and 4.4.3 above, the Institute may reassign the duties of, or transfer, an employee within his program.

#### 4.5 **Job Postings**

4.5.1 Postings referred to in Articles 4.4.1, 4.4.2 and 4.4.3 above shall allow fourteen (14) calendar days for receipt of applications.

4.5.2 In situations where an employee can show he has not received notice of positions prior to the closing date (in accordance with Articles 4.4.1 (c), 4.4.2 (a) (iii) and 4.4.2. (b) (iii), a reasonable period of time will be allowed for such employee to submit an application provided no offer has been made.

4.5.3 Notwithstanding any of the provisions in this Article, nothing shall prevent the Institute temporarily filling an assignment with a term employee in order to meet program needs of the Institute to a maximum of sixty (60) calendar days, except where circumstances warrant, the Campus Committee Chair may agree to an extension of time, which shall not be unreasonably denied.

#### 4.6 **Information in Postings**

4.6.1 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 regular full-time or regular part-time, deadline for applications, expected start date and any other pertinent information.

4.7 **Outside Advertising**

- 4.7.1 The Institute may elect to advertise outside simultaneously with the internal posting of positions.
- 4.7.2 No new employees shall be hired until the applications of the present employees and those persons on the re-employment lists of the Institute have been considered.

4.8 **Appointments**

- 4.8.1 Appointments, supervisory assignments, promotions, voluntary transfers and voluntary demotions will be made on the basis of the following factors:
  - (a) qualifications, skill, ability and experience of the individual as it relates to the specific job for which selection is being done, and

(b) seniority.

Where the qualifications, skill, ability and experience of two (2) or more applicants are relatively equal, seniority shall be the deciding factor.

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

4.9 **Union Observer**

- 4.9.1 The Institute shall notify the Union of the time, place and date of the assessment of applications and/or interviews for any regular full-time or regular 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.

4.10 **Notice of Filling Vacancy**

- 4.10.1 Successful applicants who fill vacant positions shall be notified in writing prior to commencing such duties. The letter shall include the job description, pay range and step. The name of the successful applicant shall be sent to the Union.

4.11 **Reciprocal Rights**

- 4.11.1 When an employee from the Administrative Support Unit moves into the Academic Unit, such employee will carry forward seniority and all other applicable benefits earned in the Administrative Support Unit.

**ARTICLE 5 JOB DESCRIPTION PLAN**

5.1 The Institute shall establish and maintain a Job Description Plan which will specify the qualifications, knowledge, skill 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 Appendix IV.

5.2 The Institute shall provide a current copy of all job descriptions to the Union at their request.

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5.3 When the Institute proposes to establish a new classification within the scope of this Agreement, it shall give notice of intention to the Union, and the Institute and Union will ~~negotiate~~ the rates or ranges of pay applicable to the new classification.

5.4 If the Institute and Union cannot agree, the matter shall be resolved pursuant to the Arbitration procedure. The rate or range of pay when finally ~~decided~~ between the parties will be retroactive to the date of appointment of any employee(s) hired.

**ARTICLE 6 RECLASSIFICATION**

6.1 **Changes in Classification**

6.1.1 Whenever an employee or the Union feels that a position is incorrectly classified or that a reclassification is required to cover higher level assigned duties or responsibilities, an application for review may be made. The Institute will review the position and notify the employee and/or the Union of the results.

6.2 **Approved Changes**

6.2.1 If the request is approved, it will be effective the date of application. All reclassifications will be posted, and the Union will be notified.

6.3 **Disputes**

6.3.1 If the request for reclassification is rejected, or if there is dissatisfaction with the reclassification approved, a grievance may be initiated.

6.4 **Appointments and Challenges**

6.4.1 When the reclassification is due to new or additional duties and responsibilities, the incumbent shall be appointed, subject to challenge from more senior employees in the same classification and same locale who could as readily have been assigned the duties which led to the reclassification.

6.4.2 Challenges will be accepted from any senior employee able to fill the reclassified position.

6.4.3 The Principal shall decide the validity of challenges, subject to grievance.

6.4.4 If the challenge is successful, the most senior challenger shall be appointed, and the incumbent prior to the challenge shall revert to his former position at his former salary.

6.5 **Time Period to Qualify**

6.5.1 If neither the incumbent nor any challenger is qualified for the reclassified position, a period of up to one (1) year shall be allowed to the most senior employee otherwise eligible for the appointment, in order to establish the qualifications required. Extensions beyond one (1) year may be granted by the Principal under extenuating circumstances. In the event the incumbent is displaced by this process, the incumbent shall be laid off and shall be allowed to exercise the options in Article 12.

6.5.2 If the employee fails to establish the new minimum qualifications within the allotted time period, the position will become vacant, and the incumbent shall be laid off and be allowed to exercise the options contained in Article 12.

6.6 **Pay on Reclassification, Promotion, Demotion and Transfer**

6.6.1 Incumbents of positions moved upward as a result of a classification review will be treated, for salary purposes, as per Article 6.6.2 (a). Incumbents of positions moved downward will be treated as per Article 6.6.2 (c)

- 6.6.2 Pay on promotion, transfer and demotion:
- (a) When an employee is promoted, he will receive a salary increase of not less than eight (8) percent adjusted to the nearest higher rate in the new range.
  - (b) When an employee transfers he will retain his current salary rate. If his salary falls between two (2) rates in the new salary range, it shall be moved to the nearest higher rate.
  - (c) When an employee is demoted he will, if voluntary, retain his current salary unless it exceeds the maximum, in which case it will be reduced to the maximum. If involuntary, his salary shall remain unchanged if it is the same as or less than the maximum of the new range. If it is higher than the maximum it shall remain unchanged until exceeded by the maximum.
- 6.6.3 In Article 6.6.2 (a), (b), and (c) above, when the employee is moving into a classification with more than one (1) salary range, only that salary range applicable to the employee will be used to determine his salary upon movement.
- 6.6.4 No salary movement as described in Article 6.6.2 above shall change an employee's increment date.
- 6.6.5 An employee being promoted will be given the greater of the salary he would receive in accordance with the provisions of Article 6.6.2 (a) or Appendix I.

## **ARTICLE 7 PAY ADMINISTRATION**

### **7.1 Rates of Pay**

- 7.1.1 The rates of pay contained in Appendix II attached to and forming part of this Agreement, shall be the rates paid the employees occupying positions allocated to the classes of positions in the Job Description Plan
- 7.1.2 The monthly rate of basic salary of all Instructors and Educational Counsellors shall be determined by the application of the guide rules in Appendix I attached

### **7.2 Annual Increments**

- 7.2.1 An employee will be entitled to the annual increment in his pay range 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) days since his last increment. However, the



employee may be denied his increment for unsatisfactory job performance.

7.2.2 An employee's increment date shall be the date he commenced employment with the Institute, except where he started work on other than the first working day of a month, it shall be established at the first of the month immediately following.

7.2.3 For the purpose of this Article, all days of leave for which the employee receives pay shall be regarded as service.

### 7.3 **Changes in Pay Range**

7.3.1 When a higher pay range is assigned to a class of positions the employee(s) shall move to the same step in the new pay range as held in the previous range.

### 7.4 **Re-Employment**

7.4.1 Where, as a result of a competition or in accordance with Article 12, a permanent employee is re-employed in a position with a classification 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 range), or the next higher rate (if an identical rate does not exist in the new range), or the maximum rate (if the rate in the former position exceeds the maximum of the new range).

7.4.2 Where, as a result of a competition or in accordance with Article 12, a permanent employee is re-employed in the same or similar position, the rate of pay shall be at the same step in the range for the position as at the time of lay Off.

### 7.5 **Temporary Performance of Higher Position Duties**

7.5.1 Substitution occurs only by assignment and neither employees nor the out-of-scope Supervisor should assume it takes place without voluntary agreement. Where an employee agrees to perform duties of a higher paid position, the rate of pay shall be adjusted equivalent to that of the person replaced, or a minimum of seven (7) percent.

7.5.2 Remuneration shall be payable under this subsection for all assigned days worked.

7.5.3 Substitution shall not exceed ninety (90) assigned days. Extensions may be granted by agreement between the Institute, the employee and the Union.

7.5.4 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.

7.6 **Pay Periods**

7.6.1 The Institute will pay employees working in either the traditional College or Public Service areas according to the conditions which govern pay periods in those former agreements. Employees employed in the Public Service area will be paid on the HRS system. Employees employed in the College area will be paid according to Article 7.8.1 of the Sask. Community College/SGEU Agreement which expired August 31, 1986.

7.6.2 Every employee shall receive a statement showing the gross amount earned, itemized deductions therefrom and the amount payable.

7.6.3 An employee may no more than twice (2) per year, upon giving seventeen (17) working days notice, receive on the last office day preceding commencement of his annual vacation or other leave with pay, any pay cheques which may fall due during the period of vacation or leave.

7.6.4 Employees shall receive a detailed statement by month on retro pay.

7.7 **Pay and Reconciliation**

7.7.1 **Reconciliation**

7.7.1.1 Instructors appointed to less than full-time positions shall be paid at a rate of 1/200 of their annual salary for each full day assigned. However, if it is known at the time of the appointment that the assignment will be a minimum duration of ninety (90) consecutive calendar days, the Instructor shall be paid on a monthly basis until the end of such appointment at which time a reconciliation of the salary paid to that date and actual salary entitlement to that date based on 1/200 of the annual salary for each assigned day worked shall be conducted. Any monies owing shall be paid the employee and any monies overpaid shall be recovered by the Employer. Reconciliation shall be made on June 30th of each year with payment being no later than July 31st of the same year.

7.7.1.2 In the event a full-time employee is dismissed, resigns, promotes, demotes or transfers from the classifications

listed in Appendix IV 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 1/200 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.

7.7.1.3 In the event a regular full-time employee commences employment other than at the normal start of that program, he shall be paid on a monthly basis in accordance with the rates of pay contained in Appendix II until the normal end of such program or June 30th following, whichever occurs first, at which time a reconciliation of salary paid to that date will be carried out in accordance with Article 7.7.1.2 above.

7.7.1.4 Regular full-time employees who, as a result of approved leaves of absence without pay, do not complete two hundred (200) assigned days in an academic year shall be subject to a reconciliation of the salary paid during the academic year and actual salary earned. Their salary cheque for the final month of the academic year shall be adjusted to compensate for the final amount owing.

7.7.1.5 For the purpose of salary determination on promotion, demotion, transfer and TPD assignments, the salary shall be determined on the basis of the monthly rates.

**7.7.2 Pay for Regular Full-time Employees**

7.7.2.1 An employee who is assigned to work in excess of two hundred (200) days in one (1) academic year shall be paid at the rate of 1/200 of his current annual salary for each day so assigned.

**7.7.3 Pay for Regular Part-time Employees**

7.7.3.1 Regular part-time employees who work less than two hundred (200) assigned days shall be paid on the basis of 1/200 of his annual salary per assigned day.

7.7.3.2 Regular 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-rationing shall be based on the portion of a day the regular part-time employee has worked compared to a day worked by a regular full-time employee:

1. in the same classification,
2. in the same locale,
3. in the same or similar program, and
4. with similar duties.



when accompanied by a receipt and a signed statement from the employee that no other accommodation was available.

7.9.4 **Meals**

7.9.4.1 **Ordinary:**

Per diem allowance           \$23.00

For partial days:

Breakfast	5.65
Dinner	7.35
Supper	10.00

7.9.4.1.1 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.

7.9.4.1.2 Notwithstanding the above, an employee authorized away from her 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.

7.9.4.2 **On Institute Business Outside the Province**

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

7.9.4.2.2 Meals

Ordinary:

Per diem allowance:       \$30.00

For partial days:

Breakfast	7.00
Dinner	8.00
Supper	15.00

Where a charge is made for a banquet, it will be in lieu of the meal involved.

7.9.5. **Incidental Expenses**

7.9.5.1 Actual and reasonable charges for such items as taxis, off-street parking and storage of the Institute's vehicles (when

travel away from her locale by the Institute's vehicles is authorized by the Institute), telephone, telegraph, gratuities, laundry, dry cleaning and valet service. For all of the above charges except gratuities and taxis of four dollars (\$4.00) and under, receipts are required.

7.10 **Northern Allowance**

7.10.1 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 twenty five dollars (\$125.00) per month over and above their basic rate of pay for each full month stationed there.

7.11 **Relocation Allowance**

7.11.1 An employee whose locale changes, shall be entitled to relocation allowances as per Appendix III.

7.11.2 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.

7.12 **Protective Clothing And Personal Loss**

7.12.1 Where an employee is required to wear protective clothing or other devices in accordance with Occupational Health and Safety Regulations, the Employer shall provide such clothing free of charge to the employee. In cases where laundering is required, it shall be provided free of charge.

7.12.2 Where uniforms, protective clothing or clothing allowances are currently provided by the Employer, the present practice shall continue.

7.12.3 It is agreed that the quantity, issue and control of such clothing and uniforms shall be regulated by the Employer and shall be in accordance with Occupational Health and Safety Regulations.

7.12.4 Where an employee suffers damage to clothing as a direct consequence of performing his 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.

7 13 **Danger Pay**

7 13 1 Employees working at the Saskatchewan Penitentiary and the Regional Psychiatric Center shall receive the penitentiary factor allowance of eight dollars (\$8 00) per assigned day and such increases as negotiated between the federal government and PSAC

7 14 **Payment of Professional Fees**

7 14 1 The Institute agrees to pay the professional fees of all employees who are required as a condition of employment to be a member of an association

**ARTICLE 8 PROBATION**

8 1 **On Initial Employment**

8 1 1 All regular full-time and regular part time employees must serve a probationary period equivalent to one (1) full work year from the date of hire

8 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 two hundred (200) days between work periods

8 1 3 The Institute 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

8 2 **Changes in Classification**

8 2 1 An employee who changes classification shall serve another probationary period of two hundred (200) assigned days

8 2 2 An employee whose classification changes during initial probation shall commence the usual probationary period in the new position If the employee does not qualify, reversion to the original position may take place, in which case the remainder of the original probationary period shall be served

8 2 3 A permanent employee in a new classification shall, complete the probationary period If the employee fails the probationary period, he shall revert to his former position

8.3 **On Re-Employment**

8.3.1 No probationary period shall be required of an employee who is re-employed.

*see p 112*

8.4. **On Bumping**

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

8.5. **On Reclassification**

8.5.1 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, he shall revert to the position in which he last held permanent status.

8.6 **Probation on Voluntary Transfer**

8.6.1 In addition to the probationary periods referred to above, an employee who has completed his initial probationary period and voluntarily transfers to a position, the duties or responsibilities of which are different from his 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, he shall revert to his previous position or a position equivalent to his previous position or revert to the re-employment list, as applicable.

8.7 **Assessment While on Probation**

8.7.1 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 supervisor(s) will be communicated to the employee, in writing, not later than one (1) month after he has commenced employment in the job. Performance requirements will be related both to the duties and responsibilities of, and the qualification, skill, ability and experience appropriate to the job.

(b) During the probationary period a written performance evaluation will be done near the mid-point of the



probationary period so that the employee has time for performance improvement should it be required.

(c) The immediate supervisor shall evaluate performance by direct observation on at least two (2) different occasions.

(d) At the end of the probationary period, a written evaluation must be completed and discussed with the employee and he shall be advised whether he has successfully completed the probationary period.

8.8 The Institute shall provide reasons, in writing, in all cases of termination of a probationary period if the employee so requests. The employee shall not have access to the grievance procedure.

#### **ARTICLE 9 HOURS OF WORK**

Instructional staff are expected to perform their related professional responsibilities. SIAST recognizes the right of an academic employee to exercise professional discretion with his/her 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 complimentary function is considered as the administrative activity required by an employee to provide a quality program.

##### **9.1 Work Year**

9.1.1 All members of the Academic Unit will work on the basis of a two hundred (200) assigned day year.

##### **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.

9.2.3 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
E. Health Sciences	825
C. Lecture	625

D. A.B.E./Individualized	1000
E. C.B.E.	
1. Scheduled	1100
2. Unscheduled	1200

9.2.3.1 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.

9.2.3.2 The current listing of program categories is contained in Appendix XIII.

9.2.3.3 The category of any new or substantially changed program will be determined by the Dean, subject to appeal, after consideration of the subject matter, instructional methods and instructional environment

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

9.2.5 The assigned student instructional contact hours of a regular full-time Instructor may vary below the established category caps

9.2.6 An Instructor who exceeds the cap of assigned student instructional contact hours for his/her 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

41/9261 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

9262 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

927 Whenever possible Instructors will have days assigned for program maintenance at the Program Heads discretion and the Dean's approval

- 9.2.8 There will be no split-shifting.
- 9.2.9 Except in the case of unforeseeable circumstances, each Instructor shall be notified of his/her 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.
- 9.2.10 Travel time for Instructors assigned to a location other than their assigned locale will be included within the assigned days on the Instructor's two hundred (200) day profile. These hours do not constitute instructional contact hours.

9.3 Non-instructional Assignments

- 9.3.1 Each employee in this category will work on the basis of one thousand four hundred and fifty (1450) hours over a two hundred (200) assigned day period.
- 9.3.2 When an employee works in excess of the amount set out in Article 9.3.1 then he/she 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:

$$A - 1450 = C$$

A = Hours assigned to work in a two hundred (200) assigned day period

C = Amount owed (hours)

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

9.4 Instructional and non-instructional combined assignments.

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

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

Formula: 
$$\left[ \left( \frac{A + C}{B \quad D} \right) - 1 \right] \times 200 = \text{Extra Days}$$

A = Assigned instructional hours

B = Maximum assigned instructional hours

C = Assigned non-instructional time

D = 1450

Compensation will be made as per Article 9.2.6.2.

9.4.3 Travel time will be applied to an employee in this category on the basis of Article 9.2.10 and 9.3.3.

9.5 **Yearend 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 **Hours of Work Appeal Procedure**

9.6.1 All hours of work problems will be discussed with the Divisional Dean before proceeding with the appeal procedure.

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

9.6.3 The Committee will consist of four (4) members, two (2) appointed by the Union and two (2) appointed by SIAST.

9.6.4 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.

9.6.5 This Committee will endeavor to meet within one (1) week of receiving a request to resolve a dispute.

9.6.6 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.

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

9.6.8 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 Principal(s) involved.

9.6.9 The Arbitrator will make a binding decision.

**ARTICLE 10 VACATION LEAVE**

10.1 For all employees unassigned days shall be deemed to be full compensation for vacation leave and designated holidays

10.2 Regular full-time employees shall be entitled, in each year, to a minimum of six (6) consecutive weeks of unassigned days. Except by mutual agreement 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

- 10.3 An employee may waive his right to six (6) consecutive weeks vacation leave and/or his right to vacation in July or August as outlined in Article 10.2 above. Such employees shall complete the prescribed "Waiver of Vacation Entitlement" form (sample Appendix VI). This form must be signed by the employee and his out-of-scope Supervisor and a copy forwarded to the local Campus Committee Chairperson.

#### **ARTICLE 11 TECHNOLOGICAL CHANGE**

- 11.1 If technological changes are contemplated in the operation and organization of the Institute, that may infringe upon the security of any of its employees covered by this Agreement, the matter will be dealt with in accordance with the provisions of Section 43 of the Trade Union Act, 1978, Province of Saskatchewan.
- 11.2 If the Institute contemplates major changes in the program, either in the scope and content of the program, or in the manner in which the program is delivered, the Institute will consult with the appropriate staff before making decisions related thereto.

#### **ARTICLE 12 LAY-OFF**

##### **12.1 Lay-offs of Regular Full-time Employees**

- 12.1.1 The Institute is committed to an open, co-operative 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 Institute from managing. When circumstances permit, should the Institute plan to lay-off or reduce the number of regular full-time employees the following procedure will be undertaken:
- (a) the Union will be notified ninety (90) days in advance of lay-off and informed of the courses and programs affected.
  - (b) within seven (7) days of receipt of such notification the Institute and the Union will meet to discuss circumstances and implications of planned lay-offs.

12 2 **Method of Lay-Off for Regular, Full-time Employees**

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12 2 1 Permanent regular full time employees shall receive not less than sixty (60) calendar days notice of lay-off or pay in lieu thereof based on the employee's anticipated earnings during the period of notice had it been given. If requested, by the employee, an Institute representative will be available to meet with the employee within three (3) calendar days to discuss the basis of the Employer's selection of the employees affected.

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12.2.2 When reducing staff, permanent regular full time employees shall be laid off in the reverse order of their seniority within the Program, 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, skill, ability and experience to perform the work required or can be expected to perform the work required within a period not exceeding one (1) month. However, any full-time employee of a Program where layoffs are planned may request to be laid off, and if granted, shall receive severance pay as per Article 7 8.

12 2 3 A permanent regular full time employee who is laid off or bumped may elect one (1) of three (3) options

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- (a) bump, if eligible, in accordance with Article 12 2 3 1
  - (b) 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 7 8

12 2 3 1 A regular full-time employee who is laid off or bumped may exercise accumulated seniority 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, skill, ability and experience to perform the work required. Such accumulated seniority shall be applied to bump in the following order:

- (a) bump into a vacant full-time position, in own locale
- (b) bump a full-time employee with less seniority, own Program, own locale
- (c) bump a full time employee with less seniority any Program, own locale

If no position is obtained as a result of (a), (b) or (c), the employee may choose one (1) of the following, but will be targeted in the following order to minimize disruptions to the Institute's program delivery services:

- (d) bump into a vacant full-time position, other locale.
- (e) bump a full-time employee with less seniority, own Program, other locale.
- (f) bump a full-time employee with less seniority, any Program, other locale.
- (g) bump into a regular part-time position anywhere.

12.2.3.2 The laid-off employee who intends to exercise his rights under this Article must indicate such intention in writing to the Institute within fourteen (14) calendar days following receipt of lay-off notice.

**12.3 Lay-off of Regular Part-time Employees**

12.3.1 A regular part-time employee shall be deemed to have received notice of lay-off when a definite term is stated at the commencement of the period of employment. If the lay-off occurs prior to the term stated, the employee shall receive sixty (60) calendar days notice of lay-off or the time remaining in the assignment whichever is lesser, or pay in lieu thereof based on the employee's anticipated earnings during the period of notice had it been given.

12.3.2 A permanent, regular part-time employee who is laid off or bumped may elect:

(a) to be placed on the Campus re-employment list for the Campus at which she was most recently employed.

(b) to resign and take severance pay in accordance with Article 7.8.

(c) to bump provided that:

(i) she has demonstrated competence (and, where required by an external governing body for purposes of program accreditation, specific qualifications), or the qualifications, skill, ability and experience to perform the work required, and

(ii) notice of intention to bump is given to the Institute, in writing, not later than fourteen (14) calendar days following the receipt of the notice of lay-off or, where the date of termination of the assignment was stated in a letter of offer, not later than fourteen (14) calendar days prior to the stated date of termination, and

(iii) the assignment into which she chooses to bump would not give her more than the equivalent of full-time employment for the academic year, and

(iv) the assignment into which she elects to bump on the date the bump is to take effect, has more than thirty (30) assigned days remaining.

12.3.3 An employee referred to in Article 12.3.2 above who has elected to bump, may, subject to Article 12.3.2, above, bump:

(a) into a vacant regular, part-time assignment, own Campus, or

(b) a regular, part-time employee with less seniority, own Campus.

12.3.3.1 It is agreed between the parties to this Agreement that all regular, part-time bumping shall be subject to targeting. Targeting, in principle, shall involve bumping in such a way as to:

(a) maximize the employee's opportunity to obtain additional work up to a full-time equivalent for that academic year; and

(b) minimize disruptions to the Institute's program delivery services.

Without restricting the employee's choice in Article 12.3.3.

(a) and (b), for the purpose of targeting, the employee will attempt to gain reasonable employment in this order:

(i) a regular part-time vacancy.

(ii) most junior regular part-time employee;

(iii) the next most junior regular part-time employee, and so on.

12.3.4 The institute shall not pay any relocation costs or travel expenses associated with an employee's election, in Article 12.3.2 and 12.3.3 above, to bump to another work locale at the Campus.

12.4 Employees who are laid off by the Institute may have their names placed on a re-employment list for a period of eighteen (18) calendar months from the date of lay-off, however, may while on the re-employment list elect to resign and be paid severance pay in accordance with Article 7.8. Employees on the re-employment list will be expected to apply for job postings of the Institute.



- 12.5 An employee who has been laid off or bumped may opt to resign and collect severance pay as per Article 7.8 at anytime prior to accepting a re-employment option.

#### ARTICLE 13 SENIORITY

##### 13.1 Definition of Seniority

13.1.1 Seniority is defined as the total length of service in the Bargaining Unit. No employee shall earn more than two hundred (200) days seniority in one (1) year. For seniority purposes two hundred (200) assigned days shall equal one (1) year.

13.1.2 All employees transferred to the Institute 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.

##### 13.2 All Employees Have Seniority

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

##### 13.3 Seniority List

13.3.1 The Institute shall maintain a seniority list for each of its Bargaining Units showing the date upon which each employee's service commenced, and the total length of service for each employee. An up-to-date seniority list shall be sent to the Union and posted annually by the Institute, no later than June 30th of each year.

##### 13.4. Seniority on Out-of-Scope Temporary Performance of Higher Duties

13.4.1 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 7.5.1 shall count that time as seniority.

##### 13.5 Loss of Seniority

13.5.1 Seniority shall be broken by reason of:

- a) resignation;
- b) termination without reinstatement;
- c) after eighteen (18) months on the re-employment list;
- d) Appointment to an out-of-scope position, other than on TPHD.

13.5.2 Each employee shall have the right to protest the seniority credited to him within thirty (30) days of the posting of the list. Should an employee consider that the seniority credited to him 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.

13.6 **Seniority Calculation**

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13.6.1 Seniority for regular part-time employees who regularly work part-days will be calculated on the same prorated basis as outlined in Article 7.7.3.2

13.6.2 Seniority for all other employees will be calculated on the basis of one (1) day's seniority for each assigned day.

**ARTICLE 14 SICK LEAVE**

14.1 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 because of an accident or illness for which compensation is not payable elsewhere in this Agreement.

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14.1.1 Full-time and part-time employees working a two hundred (200) assigned day work schedule, shall earn sick leave credits at the rate of one and one-half (1 1/2) days for each twenty (20) assigned days to a maximum of fifteen (15) days per academic year.

14.2 The unused portion of an employee's sick leave shall accumulate from year to year to a maximum of two hundred sixty (260) days.

14.3 Employees will draw on sick leave credits to the extent earned, except that regular full-time and regular part-time employees may, subject to approval by the Principal, draw on future credits to a maximum of fifteen (15) days.

14.4 A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave. An employee shall inform his Supervisor normally prior to starting time or as soon as possible of the need to be absent.

14.5 On the request of the employee, the Institute shall advise each employee, in writing, of the amount of sick leave accumulated.

14.6 An employee on leave of absence with full pay shall receive sick leave credits for the period of such absence. Such employees shall record all sick days. Leave of

absence without pay shall be dealt with on the basis of Article 16.6.

14.7 For permanent, regular full-time employees, the Institute will, for a period not to exceed one (1) year, supplement Workers' Compensation benefits to the level of the employee's normal net salary. The supplement will only be provided where Workers' Compensation is paid for a disability totally attributable to an accident while employed at the Institute.

14.8 An employee whose vacation leave is interrupted by illness or injury that requires hospitalization for a period of two (2) consecutive calendar days or more shall, upon request, have such period of hospitalization charged against available sick leave credits. The employee will be required to provide medical evidence of such confinement.

14.9 The Institute 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 Institute.

14.10.1 **Short Term Medical Leave**

The Institute will grant short-term leave with pay for the purposes of required visits to medical and dental offices. Any such absence of one-half (1/2) day or more shall be deducted from accumulated sick leave credits.

**ARTICLE 15 EMPLOYEE BENEFITS**

15.1 All new employees employed on or after January 1, 1988, and former community college employees accepting another position with the Institute will be enrolled in benefit plans prescribed by the Public Service Commission as they existed at January 1, 1988, except that former community college employees may retain membership in their former pension plan and those community college employees who contribute to the Saskatchewan Teachers' Superannuation Plan or the Saskatchewan Teachers' Federation Annuity Plan shall continue to be covered under the Saskatchewan Teachers' basic group life insurance.

15.2 As of the first of the month following the signing of this Agreement, all eligible employees not currently covered by the Public Employees Benefits Agency Dental Plan will be enrolled in that plan. The premiums for such coverage will be paid by the Institute.

15.3 The employee benefits contained in Appendix V shall be considered part of this Agreement.

ARTICLE 16 LEAVE OF ABSENCE

16 1 **Maternity, Paternity, Adoption Leave**

16 1 1 An employee who has completed nine (9) cumulative months of employment and who makes application for leave at least one (1) month in advance of the requested commencement date and provides her immediate Supervisor with a medical certificate or adoption order certifying that she is pregnant or about to adopt and specifying the expected date of confinement or adoption is entitled to and shall be granted maternity or adoption leave without pay consisting of a period of up to twelve (12) months in any combination before, or after the birth of the child. Where a doctor's certificate is provided stating that a longer period of maternity leave is required, an extension of up to six (6) additional months shall be allowed. Leave in the event of the adoption of a child shall cover a period of up to six (6) months following the date of adoption. Requests for such leave shall be made one (1) month in advance of the commencement date, except in unavoidable circumstances. Additional periods of leave may be allowed in circumstances of maternity, at the discretion of the Institute.

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16 1 2 In the event of the birth or adoption of a child, an employee who has completed nine (9) cumulative months of employment shall be entitled to a maximum of three (3) months paternity leave without pay. Requests for such leave shall be made one (1) month in advance of the requested date of commencement. The leave may be taken in any combination before or after the birth or adoption of the child.

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16 1 3 The Institute shall not dismiss or lay-off an employee who has completed nine (9) cumulative month's employment with the Institute solely because she is pregnant or has applied for leave in accordance with this Article.

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16.1.4 While on the above leave, an employee shall accumulate seniority for the assigned days she would normally have been employed.

16 1 5 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 she would normally have been employed by paying the premiums required of an employee on leave.

16 1 6 When an employee elects to return to work prior to the expiration of leave granted under this article, at least fifteen

(15) days notice, in writing, shall be provided to the Institute. The employee on such leave will be allowed to return early from leave, providing the employer would not be obliged to pay two individuals for the same position. Upon return, the employee shall be placed in her former position or equivalent.

16 1 7 In 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 14.

16 2 **Pressing Necessity and Bereavement Leave**

16 2 1 Employees shall be allowed leave of absence with pay and without loss of seniority and benefits in cases of leave under this Article. A maximum of five (5) days per year may be allowed. Reasonable request for additional days shall be granted and will be deducted from sick leave credits.

16 3 **Union Business Leave**

16 3 1 Members of the Union attending Union business shall be granted a leave of absence (subject to reimbursement in accordance with Article 16 3 4) 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) It shall not unreasonably interfere with the operations of the Employer and it shall not be unreasonably withheld.

16 3 2 SGEU will reimburse the Institute 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) Unemployment Insurance
  - (ii) Canada Pension Plan,
  - (iii) Superannuation
- (b) for Union leave in excess of ninety (90) consecutive calendar days,
  - (i) Unemployment Insurance

- (ii) Canada Pension Plan,
- (iii) Superannuation,
- (iv) Sick Leave Accumulation

16.3.3 Employees while on leave for Union business shall have the right to return to their jobs on reasonable notice to their out-of-scope Supervisor, prior to the expiration date of the approved leave, provided that such return will not result in additional expenditures

16.3.4 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 his term of office. Such employee shall continue to receive his salary and benefits from the Institute conditional on reimbursement of such salary and full benefit costs by the Union to the Institute

16.4 **Professional Development Fund**

16.4.1 The Institute shall establish a Professional Development Fund and allocate a minimum of \$633,000 for the term of this Agreement on the following basis:

- a) July 1, 1989 - June 30, 1990 - \$312,000
- b) July 1, 1990 - June 30, 1991 - \$321,000

16.4.2 The Professional Development Fund will be divided among the campuses in proportion to the Academic Bargaining Unit payroll of each.

16.4.3 Each campus will establish a Professional Development Committee which will be composed of:

- (a) three (3) employees appointed by the Union Campus Committee;
- (b) three (3) persons appointed by local management of the campus;
- (c) Principal or his designate to act as Chairperson.

16.4.4 The Professional Development Committees will consider the following when developing guidelines for the administration of the Professional Development Fund:

- (a) the applicability and value of each development activity to the Institute;
- (b) the fiscal resources of the fund;

(c) seniority of the applicants, since their last professional development leave;

(d) the benefits to the individual staff member.

16.4.5 The Professional Development Fund will provide for:

fa) tuition reimbursement;

(b) staff development days;

(c) long-term educational leave;

(d) return to industry leave;

(e) short-term education leave, including:

(i) workshops,

(ii) seminars,

(iii) conferences,

(iv) short courses,

(v) activities judged relevant by the Professional Development Committee.

16.4.6 The Professional Development Committee will administer and allocate all monies in the fund. No portion of the fund will be expended for any purpose other than Professional Development.

16.4.7 The Professional Development Committees are allowed to accumulate any unused portion of the funds from year to year.

16.5 Pre-Paid Leave Plan

16.5.1 Should a pre-paid leave plan become available to employees of this unit, but administered by an outside agency, the employer agrees to make deductions on behalf of those employees who choose to participate in the agreed pre-paid leave plan.

16.5.2 Leaves of absence under this plan will be granted in accordance with the General Leave provisions of Article 16.6.

16.6 General Leave

16.6.1 Either definite or indefinite leave of absence without pay may, for valid reasons, be granted to any employee by the Instituté. The employee's request and the Employer's response shall be in writing. 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. Definite leave is

leave of a specified duration. Indefinite leave is leave of an unspecified duration.

- 16.6.2 For the first ninety (90) consecutive calendar days, employees shall be entitled to earn all benefits.
  - 16.6.3 An employee returning from definite leave of absence without pay shall be reinstated in the position held prior to going on leave.
  - 16.6.4 An employee returning from indefinite leave of absence, without pay, shall have his name placed on a re-employment list.
  - 16.6.5 Employees on LTD shall be placed on definite leave of absence without pay for one (1) year from the commencement of their LTD. After one (1) year they shall be placed on indefinite leave of absence.
  - 16.6.6 Employees who are granted a definite leave of absence will be given recognition of the period of leave for the purposes of seniority accumulation.
  - 16.6.7 Employees may return from general leave earlier than specified only with the approval of the Institute. In granting any leaves of absence, return from leave on dates which may adversely affect Institute program operations will not be approved.
- 16.7 **Pension Arrears**
- 16.7.1 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.

#### **ARTICLE 17 DISCIPLINE, SUSPENSION AND DISMISSAL**

- 17.1 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 his personnel file.
- 17.2 An employee shall be allowed to peruse his 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.
- 17.3 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.

- 17.4 The Supervisor shall inform an employee of any meeting involving disciplinary action. The employee has the right to Union representation.
- 17.5 Except in the case of dismissal for gross misconduct, thirty (30) calendar days notice, in writing, shall be given to all employees whose services are to be terminated. If such notice is not given, a sum equal to one (1) month's salary shall be paid to such employee in lieu of notice. Where applicable, payment shall be in addition to the payment in lieu of earned vacation leave.
- 17.6 Employees will give the same notice of resignation as that provided in Article 17.5. An employee who fails to give such notice shall be struck from the payroll effective the date he absents himself without leave.
- 17.7 In cases of reprimands, suspension and dismissals, the burden of proof shall rest with the Institute. Evidence shall be limited to the grounds stated in the suspension or dismissal notice.

#### **ARTICLE 18 GRIEVANCES**

##### **18.1 Leave for Grievances**

- 18.1.1 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.
- 18.1.2 The Institute shall allow leave without loss of pay for one (1) elected Union representative and one (1) grievor for grievance meetings under Article 18.3. One (1) grievor shall be allowed leave with pay to attend Arbitration Hearings.
- 18.1.3 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.

##### **18.2 Time Limits**

- 18.2.1 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 first 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 Institute 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.

**18.3 Procedure**

**18.3.1** Standard grievances shall be processed in the following manner:

**Step 1:** The grievance shall be submitted in writing by the aggrieved and/or by the Union on behalf of the aggrieved to the immediate out-of-scope Supervisor, who 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 Institute and to the Chief Executive Officer 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 President of the Institute 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.

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

**Step 1:** The grievance shall be submitted in writing by the aggrieved and/or by the Union on behalf of the aggrieved to the Principal, who 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 Institute and to the Chief Executive Officer 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 President of the Institute 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.

18.4 **Expenses for Policy grievances**

18.4.1 The Institute 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 18.3.2.

**ARTICLE 19 ARBITRATION**

19.1 **Selection of an Arbitrator**

19.1.1 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.

19.1.2 The Arbitrator will be selected on a rotational basis from a panel of at least two (2) individuals. The panel shall be established by the parties to this Agreement. 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.

19.2 **The Panel**

19.2.1 The panel will be comprised of the following persons:

Elton Gritzfeld  
Dan Ish  
Ted Priel  
Gene-Anne Smith

19.3 **Procedure**

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

19.3.2 The Arbitrator shall determine his own procedure, but shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure.

- 19.3.3 In the event that an employee is called as a witness in an Arbitration convened under Article 19, the Institute shall grant leave and expenses which shall be applicable as follows:
- (a) If called by the institute, leave without loss of pay and expenses paid by the Institute;
  - (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**.
- 19.3.4 The Arbitrator shall render a decision within fifteen (15) days of the end of the Hearings.
- 19.4 **Decision of the Arbitrator**
- 19.4.1 The decision shall be final, binding and enforceable on all parties.
- 19.4.2 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 he deems just and equitable.
- 19.4.3 Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision.
- 19.5 **Expenses of the Arbitrator.**
- 19.5.1 The fees and expenses of the Arbitrator and any other common expenses shall **be** shared equally by both parties.

## **ARTICLE 20 SAFETY AND HEALTH**

- 20.1 The Institute shall make provision **for** the safety and health of employees during hours of work.
- 20.2 The Institute will comply with the provisions of The Occupational Health and Safety Act and Regulations.
- 20.3 The Institute will supply winter survival kits acceptable to the Saskatchewan Safety Council for use in the Institute supplied vehicles for out of city work assignment.
- 20.4 On request, the Institute 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.



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20.5 The Institute agrees to pay the cost of an eye examination not covered by MCIC, undertaken by an employee regularly working on a video display terminal at the commencement of work on a video display terminal and annually thereafter. The results of the examination shall be submitted to the Institute.

20.6 Adequate first aid supplies (based on Worker's Compensation Board recommendations) shall be provided at all Institute work sites and for all Employer supplied vehicles.

**ARTICLE 21 EMPLOYEE ASSISTANCE PLAN**

21.1 The parties agree to develop a proposal for an Employee Assistance Plan during the term of this Collective Agreement.

**ARTICLE 22 PRESENT CONDITIONS AND BENEFITS**

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

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22.2 All benefits of this Agreement shall, unless otherwise specified in this Agreement or any benefit plans, accrue on a pro-rata basis to employees who work less than full-time.

**ARTICLE 23 COPIES OF THE AGREEMENT**

23.1 The Institute and the Union shall share printing costs of sufficient copies of the Agreement at a mutually agreed upon shop.

**ARTICLE 24 DURATION OF AGREEMENT**

24.1 This Agreement shall be binding and remain in effect from January 4, 1988 to June 30, 1991 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 ✱

24.2 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement

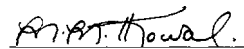
IN WITNESS WHEREOF, the parties hereto have, caused these presents to be executed effective as from and after the 27th day of March 1990 A.D., unless otherwise specifically provided.

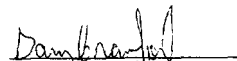
In the presence of:

In the presence of:

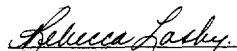
Signed on behalf of the  
Saskatchewan Institute  
of Applied Science  
and Technology  
represented by:


Signed on behalf of the  
SIAST Academic  
Bargaining Unit  
represented by:


  
Modest Kowal

  
Gary Crawford, Chairperson

  
Jim Russell


  
Rebecca Lasby


  
Neil Hill

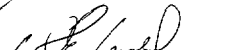
  
Herb Lowe

  
Geoff Stroshein

  
Florence Pearpoint

  
Neil Hill

  
Wilf Wiebe

  
Don Erhardt, SGEU

Signed this 20th day of February 1990.

APPENDIX I

**CERTIFICATION AND PAY ADMINISTRATION**

1. **Instructors and Educational Counsellors**

1.1 The salary range of an incumbent or a new appointee shall be determined by the number of years of relevant post Grade XII training (Saskatchewan Standards) that he has:

(a) Qualifications - Instructor:

RANGE I Instructor

Grade XII (Saskatchewan) or equivalent with one (1) year of related training or education.

RANGE II Instructor

Grade XII (Saskatchewan) or equivalent with two (2) years of related training or education.

Diploma in Nursing or Psychiatric Nursing, Technology Diploma, Registered Technician's Certificate, Dental Nurse Diploma or Dental Hygienist Diploma.

Journeyman's Certificate requiring less than three (3) years.

Standard "A" or Standard "B" Teaching Certificate (two (2) years).

RANGE III Instructor

Grade XII (Saskatchewan) or equivalent and a minimum of three (3) years post-secondary study, related training or education.

Three (3) or more year Journeyman's Certificate.

Diploma in Nursing or Psychiatric Nursing, and one (1) year related post-secondary education.

Technology Diploma or Registered Technician Certificate, and a Teaching Certificate (or an additional year of related post-secondary education).

Three (3) year university degree.

Journeyman's Certificate requiring less than three (3) years plus a teacher's certificate (or an additional year of related post-secondary education).

Dental Nurse Diploma or Dental Hygienist Diploma plus a teaching certificate (or an additional year of related post-secondary education).

Standard "A" or Standard "B" Teaching Certificate (three (3) years).

Minimum of two (2) year Technology Diploma in Instrumentation (or Journeyman's Certificate in Instrumentation) and considerable related experience.

#### RANGE IV

Instructor

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.

Saskatchewan Land Surveyor.

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 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).

Technology Diploma or Registered Technician Certificate plus two (2) years of related post-secondary education.

RANGE V

Instructor

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.

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 Diploma or Dental Hygienist Diploma plus three (3) years of education including a related university degree.

Technology Diploma or Registered Technician's Certificate plus three (3) years of education including a related university degree.

RANGE VI

Instructor

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.

b) Qualifications - Educational Counsellors:

- Range I Four (4) year related university degree.
- Range II Range I plus one (1) full year related university training.
- Range III Range II plus one (1) full year of related university training that in total must include a graduate year.

1.2 New employees will be certified to steps in the appropriate range in which the experience factor is recognized on the basis of one (1) increment for each of the first two (2) years of related experience and one (1) for every two (2) years of related experience thereafter to the maximum of the regular range. For Instructors, either teaching experience or what is judged to be closely related commercial or industrial experience will comprise this experience factor. For counsellors, counselling experience will comprise this experience factor. The experience must have occurred within the twenty (20) years prior to the date of initial appointment.

The Institute will publicize the rate at which it has given such approval and an outline of the qualifications of the person appointed. Any employee in the same class who is being paid at a rate lower in the range and who believes that **she** possesses qualifications equivalent to those of a person appointed above the minimum in accordance with the foregoing may, within thirty (30) calendar days of such publication, request that the Employer review her qualifications and salary. If, as a result of the review, a salary adjustment is considered to be warranted, the Institute shall so authorize.

- (a) An Instructor who does not qualify for Range IV, V or VI, but who possesses a minimum of one (1) year recognized training past the level necessary for Range III, IV or V, shall be granted a step within the range, if at the maximum of the regular range. one (1) step above the range, for one (1) year of related University study successfully completed.
- (b) An Educational Counsellor who does not qualify for Range II or III, but who possesses a minimum of one

- (1) year recognized training beyond the level necessary for Range I or II, shall be granted a step within the range; if at the maximum of the regular range, one (1) step above the range, for one (1) year of related university study successfully completed.
- (c) For trades, only post journeyman's experience will normally be counted.
  - (d) The in-hiring rates shall be determined whenever possible by the related applicable rates in the Sask. Public Service. Example: The starting salary for an Instructor (Civil Engineer) will be based on the applicable Public Service rate. In cases where the applicable Public Service rate is not a rate in the interlocking pay plan the nearest higher step in the appropriate range shall be considered the starting rate for the particular trade or discipline.
  - (e) Where original recruitment is authorized at any step above the minimum prescribed in (d), the Institute will review the related experience of all other employees in that particular specialty and adjust upwards the salaries of those employees with equivalent or better qualifications.

1.3 **Allocation to New Range:**

Except for the provision as outlined in 1.2 (a) and (b) above, employees shall move as set out below to the next higher range on the completion of one (1) full year of University education or on the completion of the requirements for the next higher range. A year of University education must be equivalent to five (5) University of Saskatchewan classes or eight (8) four (4) semester hour classes given by the University of Regina. Courses will be evaluated by the Institute in consultation with the Department of Education.

- (a) When an employee qualifies to go from a lower pay range to a higher pay range, his pay shall be adjusted on the basis of the following rules:
  - (i) The onus shall rest on the employee to submit satisfactory evidence certifying to his higher qualifications and the effective date thereof, such evidence to be confined to an official transcript or official letter (if degree) from the granting authority.

(ii) The effective date of the increase shall be on the first day of the month following completion of course requirements.

(iii) For Instructors the new pay rate will be determined as follows:

(A) When movement is between Ranges II and VI to the equivalent step in the higher range. Increment dates will remain the same except if the increase is more than ten (10) percent, then the date of the increase becomes the new increment date.

(E) When movement is between Ranges I and II, to the minimum of Range II or to the rate in Range II, ten (10) percent above previous salary, whichever is the greater. If the increase is ten (10) percent there shall be no change in increment date; if the increase is more than ten (10) percent, the date of the increase becomes the new increment date.

(iv) For Educational Counsellors the new pay rate will be determined as follows:

When movement is between Ranges I and III to the equivalent step in the higher range, increment dates will remain the same except if the increase is more than ten (10) percent; then the date of the increase becomes the new increment date.

(b) It shall be the responsibility of employees to notify their Principal upon successful completion of all course work and particularly of qualifications for the next higher range.

(c) The Institute shall be responsible for initiating the documents for any such salary adjustment.

#### 1.4 **Supervisory Positions**

(i) Instructors and Educational Counsellors in sole charge of a program shall be paid one (1) increment above their normal rate of pay provided that:

(a) Supervision is not available within the immediate community.

(ii) (a) Supervisors and Program Heads who have five (5) or less full-time employees under their supervision or Assistant Supervisors in units containing ten (10) or more employees will be paid one (1)

additional step within or above their range for supervisory and administrative responsibilities.

- (b) Supervisors and Program Heads having from six (6) to twenty (20) full-time employees under their supervision will be granted two (2) steps within or above the range.
- (c) Supervisors and Program Heads having twenty-one (21) or more full-time employees under their supervision will be granted three (3) steps within or above the range.
- (d) Employees designated as ABE Co-ordinator - Kelsey Campus or Program Supervisors, Diploma Nursing - Kelsey Campus will be granted four (4) steps within or above the range. (The supervisory steps are printed in the pay schedule).
- (e) For the purpose of determining supervisory increments payable for the supervision of less than full-time employees, the calculation shall be made on the following basis:
  - 1) The number of less than full-time employees supervised and the percentage of time worked shall be determined at the end of each month on the basis of full days worked.
  - 2) The number of full days worked by less than full-time employees as determined in 1) above shall be divided by the number of working days in the month to establish the number of full-time equivalent employees supervised, rounded to the nearest whole number.
  - 3) The number of full-time equivalent employees supervised as determined in 2) above shall be added to the number of full-time employees supervised. This total will be the number of employees supervised for the purpose of establishing supervisory increments payable in that month.
  - 4) Less than full-time employees employed to replace full-time employees who are on leave or vacation etc., shall not be included in determining the full-time equivalent in 1) and 2).
- (f) Written job outlines for the various supervisory positions will be prepared by the Institute and

made available for the information of Union members at each Campus.

(g) An employee who accepts a supervisory assignment shall have the right to revert to his former position.

2. **Instructor - Dental Surgeon**

2.1 Qualifications:

RANGE I               without specialization

RANGE II             with specialization

2.2 Experience Factor:

Instructor - Dental Surgeon will be certified to steps in the appropriate range in which the experience factor is recognized on the basis of one (1) increment for each of the first two (2) years of related experience and one (1) for every two (2) years of related experience thereafter to the maximum of the regular range. Either teaching experience or practise in Dentistry will comprise this experience factor (and must have occurred within the twenty (20) years prior to the date of initial appointment).

APPENDIX II

**WAGES**

Base Salary Schedule - January 1, 1988

Instructors	Base HRS(1)	1 HRS(2)	2 HRS(3)	3 HRS(4)	4 HRS(5)	5 HRS(6)	6 HRS(7)	7 HRS(8)	8 HRS(9)	9 HRS(10)	10 HRS(11)
Range I	1527	1573	1616	1663	1717	1765	1829	1906	1985		
Supervisory Increments	2067	2149	2232	2317							
Range II	1829	1906	1985	2067	2149	2232	2317	2399	2482	2565	2649
Supervisory Increments	2752	2868	2986	3117							
Range III	1959	2054	2142	2232	2324	2414	2506	2591	2685	2774	2868
Supervisory Increments	2986	3117	3247	3385							
Range IV	2149	2232	2315	2405	2497	2597	2703	2815	2930	3057	3183
Supervisory Increments	3309	3442	3583	3732							
Range V	2273	2396	2504	2610	2719	2826	2941	3052	3164	3275	3389
Supervisory Increments	3534	3690	3853	4025							
Range VI	2450	2572	2690	2807	2927	3050	3171	3293	3414	3534	
Supervisory Increments	3690	3853	4025	4201							

Educational Counsellors

Range I - same as Instructor Range IV

Range II - same as Instructor Range V

Range III - same as Instructor Range VI

<u>Co-ordinator I</u>	2703	2815	2930	3057	3183	3309
<u>Co-ordinator II</u>	2941	3052	3164	3275	3389	3534
<u>NSIM Counsellors</u>	2276	2368	2463	2564		

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APPENDIX II

Base Salary Schedule - September 1, 1988

<u>Instructors</u>	<b>Base</b>	1	2	3	4	5	6	7	8	9	10
	HRS(1)	HRS(2)	HRS(3)	HRS(4)	HRS(5)	HRS(6)	HRS(7)	HRS(8)	HRS(9)	HRS(10)	HRS(11)
Range I	1573	1620	1664	1713	1769	1818	1884	1963	2045		
Supervisory Increments	2129	2213	2299	2387							
Range II	1884	1963	2045	2129	2213	2299	2387	2471	2556	2642	2728
Supervisory Increments	2835	2954	3076	3211							
Range III	2018	2116	2206	2299	2394	2486	2581	2669	2766	2857	2954
Supervisory Increments	3076	3211	3344	3487							
Range IV	2213	2299	2384	2477	2572	2675	2784	2899	3018	3149	3278
Supervisory Increments	3408	3545	3690	3844							
Range V	2341	2468	2579	2688	2801	2911	3029	3144	3259	3373	3491
Supervisory Increments	3640	3801	3969	4146							
Range VI	2524	2649	2771	2891	3015	3142	3266	3392	3516	3640	
Supervisory Increments	3801	3969	4146	4327							

\_\_\_\_\_ Counsellors

Range I - same as Instructor Range IV

Range II - same as Instructor Range V

Range III - same as Instructor Range VI

<u>Co-ordinator I</u>	2784	2899	3018	3148	3278	3408
<u>Co-ordinator II</u>	3029	3144	3259	3373	3491	3640
<u>NSIM Counsellors</u>	2344	2439	2537	2641		

APPENDIX II

WAGES

Base Salary Schedule - October 1, 1988

instructors	Base	1	2	3	4	5	6	7	8	9	10
	HRS(1)	HRS(2)	HRS(3)	HRS(4)	HRS(5)	HRS(6)	HRS(7)	HRS(8)	HRS(9)	HRS(10)	HRS(11)
Range I	1636	1685	1731	1782	1840	1891	1959	2042	2127		
Supervisory Increments	2214	2302	2391	2482							
Range II	1959	2042	2127	2214	2302	2391	2482	2570	2658	2748	2837
Supervisory Increments	2948	3072	3199	3339							
Range III	2099	2201	2294	2391	2490	2585	2684	2776	2877	2971	3072
Supervisory Increments	3199	3339	3478	3626							
Range IV	2302	2391	2479	2576	2675	2782	2895	3015	3139	3275	3409
Supervisory Increments	3544	3687	3838	3998							
Range V	2435	2567	2682	2796	2913	3027	3150	3270	3389	3508	3631
Supervisory Increments	3786	3953	4128	4312							
Range VI	2625	2755	2882	3007	3136	3268	3397	3528	3657	3786	
Supervisory increments	3953	4128	4312	4500							

Educational Counsellors

Range I - **same** as Instructor Range IV

Range II - same as Instructor Range V

Range III - **same as** Instructor Range VI

<u>Co-ordinator I</u>	2895	3015	3139	3274	3409	3544
<u>Co-ordinator II</u>	3150	3270	3389	3508	3631	3786
<u>NSIM Counsellors</u>	2438	2537	2638	2747		

APPENDIX II

WAGES

Base Salary Schedule ;October 1, 1989

Instructors	Base	1	2	3	4	5	6	7	8	9	10
	HRS(1)	HRS(2)	HRS(3)	HRS(4)	HRS(5)	HRS(6)	HRS(7)	HRS(8)	HRS(9)	HRS(10)	HRS(11)
Range I	1701	1752	1800	1853	1914	1967	2037	2124	2212		
Supervisory Increments	2303	2394	2487	2581							
Range II	2037	2124	2212	2303	2394	2487	2581	2673	2764	2858	2950
Supervisory Increments	3066	3195	3327	3473							
Range III	2183	2289	2386	2487	2590	2688	2791	2887	2992	3090	3195
Supervisory Increments	3327	3473	3617	3771							
Range IV	2394	2487	2578	2679	2782	2893	3011	3136	3265	3406	3545
Supervisory Increments	3686	3834	3992	4158							
Range V	2532	2670	2789	2908	3030	3148	3276	3401	3525	3648	3776
Supervisory Increments	3937	4111	4293	4484							
Range VI	2730	2865	2997	3127	3261	3399	3533	3669	3803	3937	
Supervisory Increments	4111	4293	4484	4680							

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Educational Counsellors

Range I- same as Instructor Range IV

Range II - same as Instructor Range V

Range III - same as Instructor Range VI

<u>Co-ordinator I</u>	3011	3136	3265	3405	3545	3686
<u>Co-ordinator II</u>	3276	3401	3525	3648	3776	3937
<u>NSIM Counsellors</u>	2536	2638	2744	2857		

APPENDIX #

WAGES

Base Salary Schedule - October 1, 1990

Instructors	Base HRS(1)	1 HRS(2)	2 HRS(3)	3 HRS(4)	4 HRS(5)	5 HRS(6)	6 HRS(7)	7 HRS(8)	8 HRS(9)	9 HRS(10)	10 HRS(11)
Range I	1769	1822	1872	1927	1991	2046	2118	2209	2300		
Supervisory Increments	2395	2490	2586	2684							
Range II	2118	2209	2300	2395	2490	2586	2684	2780	2875	2972	3068
Supervisory Increments	3189	3323	3460	3612							
Range III	2270	2381	2481	2586	2694	2796	2903	3002	3112	3214	3323
Supervisory Increments	3460	3612	3762	3922							
Range IV	2490	2586	2681	2786	2893	3009	3131	3261	3396	3542	3687
Supervisory Increments	3833	3987	4152	4324							
Range V	2633	2777	2901	3024	3151	3274	3407	3537	3666	3794	3927
Supervisory Increments	4094	4275	4465	4663							
Range VI	2839	2980	3117	3252	3391	3535	3674	3816	3955	4094	
Supervisory Increments	4275	4465	4663	4867							

Educational Counsellors

Range I - same as Instructor Range IV

Range II - same as Instructor Range V

Range III - same as Instructor Range VI

<u>Co-ordinator I</u>	3131	3261	3396	3541	3687	3833
<u>Co-ordinator II</u>	3407	<b>3537</b>	3666	3794	3927	4094
<u>NSIM Counsellors</u>	<b>2637</b>	2744	<b>2854</b>	2971		



APPENDIX II

WAGES

Instructor - Dental Surgeon

Base Salary. January 1, 1988

	<b>Base HRS(1)</b>	1 HRS(2)	2 HRS(3)	3 HRS(4)	4 HRS(5)	5 HRS(6)
Range I	4294	4490	4684	4885	5093	5311
Supervisory Increment	5541					
Range II	4684	4885	5093	5311	5541	5772
Supervisory Increment	6011					

September 1, 1988

Range I	4423	4625	4825	5032	5246	5470
Supervisory Increment	5707					
Range II	4825	5032	5246	5470	5707	5945
Supervisory Increment	6191					

October 1, 1988

Range I	4600	4810	5018	5233	5456	5689
Supervisory Increment	5936					

Range II Supervisory Increment	5018 6439	5233	5456	5689	5936	6183
				October 1, 1989		
Range I Supervisory Increment	4784 6173	5002	5218	5442	5674	5917
Range II Supervisory Increment	5218 6697	5442	5674	5917	6173	6430

July 1, 1990 (pay scale represents conversion to a 200-day year)

Range I	4389	4589	4787	4993	5205	5428
Supervisory Increment	5663					
Range II	4787	4993	5205	5428	5663	5899
Supervisory Increment	6144					

October 1, 1990 (pay scale represents a 200-day year)

Range I	4565	4773	4978	5193	5413	5645
Supervisory Increment	5890					
Range II	4978	5193	5413	5645	5890	6135
supervisory Increment	6390					

APPENDIX III  
**RELOCATION ALLOWANCE**

**PURPOSE**

To assist with relocation of employees

**POLICY**

All employees required to relocate to a work location in either a different urban centre or one at least twenty (20) kilometres (road distance) from the immediately preceding work location due to any employee

- being transferred, promoted or demoted for the benefit of the receiving campus
- applying reversion provisions

shall be eligible for compensation provisions as set out in this policy

Excludes

- new appointees
- individuals under contract
- simultaneous compensation to married employees being relocated to the same work location

1. **RESPONSIBILITY FOR EXPENSES**

The campus initiating an employee relocation is responsible for expenses of initial relocation as well as all consequent relocations resulting from it including application of reversion provisions

2. **REIMBURSEMENT RATES**

Institute rates, plus specified allowances for spouse and/or dependents, apply as maximums

Policy provisions may be increased only in exceptional circumstances with prior written approval of the President

3. **RECEIPTS**

Must be submitted within one (1) year in order to be eligible for reimbursement (no receipts needed for meals)

4. **ACCOUNTABLE ADVANCES**

Granted upon employee request, in the amount of estimated relocation benefits for which employee is eligible

5 **SEARCH FOR ACCOMMODATION**

Compensation provided to a maximum of

- one (1) return trip to new work location for employee and spouse
- five (5) nights' accommodation allowance for employee plus \$6.00/night for spouse
- five (5) days' meal allowance for employee and spouse plus extra meal allowance for reasonable travel time to and from new work location
- four (4) regular work days off with pay for employee.

Employee may make more than one (1) trip to new work location in order to locate accommodation, but total compensation shall not exceed maximum allowance above.

6 **PRIMARY HOUSEHOLD EFFECTS**

Compensation provided to cover all reasonable costs for packing and/or crating, loading, transporting, unloading and unpacking employee's primary household effects (excluding expedited service charges).

Transportation to be accomplished by:

- commercial household goods mover, under normal circumstances, or rented truck, if approved by Principal/Executive Vice-president and total cost does not exceed estimated total cost of the commercial household goods mover's fees.

7 **IN-TRANSIT INSURANCE**

Saskatchewan Property Management Corporation has arranged a centralized, full replacement value insurance plan for all Institute employees, providing additional insurance up to a maximum of \$5.00/pound per article. The coverage is based on the actual weight of each individual's household effects up to a maximum of \$100,000. The premiums are paid by the Saskatchewan Property Management Corporation

Intra-provincial and extra-provincial moves within Canada and the continental United States of America are covered under this plan.

8 **PERSONAL MOTOR VEHICLE**

Compensation provided for freight costs of moving one (1) personal motor vehicle if employee's old and/or new work location is "beyond road's end". Vehicle to be transported by auto carrier if available.

In-transit insurance coverage of motor vehicle is covered for actual cash value, not replacement cost. It is recommended the employee take out additional coverage through the moving company. Additional insurance coverage is the responsibility of the employee.

9. **TRAVEL TO NEW WORK LOCATION**

Compensation provided to a maximum of:

- actual costs of transporting employee, spouse and/or dependents directly to new work location
- accommodation allowance while directly en route to new work location for employee plus \$6.00 /night for spouse plus either \$5.00/night for each dependent, or a second motel/hotel room, subject to prior approval of Principal/Executive Vice-President.
- meal allowance while directly enroute to new work location for employee, spouse and/or dependents.

10. **STORAGE COSTS**

Compensation for costs associated with storage of employee's primary household effects to a maximum of:

- thirty (30) days,
- three (3) months, with prior approval of Principal/Executive Vice-president.

Note: Goods in storage are covered for the first thirty (30) days only. If beyond thirty (30) days, special arrangements must be made.

11. **TEMPORARY ACCOMMODATION AND MEALS AT NEW WORK LOCATION**

Compensation provided to a maximum of:

- thirty (30) nights accommodation allowance for employee only
- thirty (30) days meal allowance for employee only

Resulting maximum may alternately be applied to:

- accommodation allowance for employee plus \$6.00/night for spouse, plus either \$5.00 night for each dependent or a second motel/hotel room, subject to prior approval of Principal/Executive Vice-president
- meal allowance for employee, spouse and/or dependents.

12. **MAINTENANCE OF ORIGINAL DOMICILE**

In lieu of temporary accommodation and meals at new work location (above), if employee must maintain original domicile

to allow dependents to complete their school term at the old work location, compensation at new work location is provided to a maximum of:

- two (2) months' accommodation allowance for employee only
- two (2) months' meal allowance for employee only
- four (4) return trips to original domicile at a rate of one (1) per month for every month that original domicile is maintained, subsequent to employee's relocation.

Time periods may be extended to four (4) months with prior approval of Principal/Executive Vice-president.

### 13. **RESIDENTIAL PROPERTY EXPENSES**

If employee's principal residence is rented and if employee faces a lease discharge fee on principal residence and/or rental payments on both old and new principal residences, then compensation is provided to a maximum of:

- one (1) month's rent, based on old residence's rent, or up to four (4) months' rent, with prior approval of Principal/Executive Vice-president.

If employee's principal residence is a mobile home and if employee wishes to move the home to the new work location, the compensation is provided for:

- removal and reattachment of blocking and skirting
- disassembly and reassembly of attachments, including entry porch, patio, cabana and stairways
- installation and removal of wheels and hitch
- pickup and delivery of mobile home and attachments to new work location
- lease discharge fee to a maximum of one (1) month's rent based on old location's rent, or up to three (3) month's rent, with prior approval of Principal/Executive Vice-president
- cost of obtaining a moving permit
- pilot car rental, if required.

Compensation is not provided for:

- removal of mobile home from concrete foundation
- construction of concrete foundation for mobile home
- placement of mobile home on concrete foundation

Note: Employees claiming compensation for moving of mobile home remain eligible for compensation for primary household effects.

If employee's principal residence is owned by employee and if legal and/or real estate fees are incurred in the sale of the

employee's principal residence at the old work location, then:

Compensation is provided as follows:

- reimbursement of actual real estate fees up to seven (7) percent of sale price to a maximum of \$10,000
- reimbursement of legal fees at rate of the Law Society for sale and purchase of homes
- reimbursement of mortgage discharge fees not exceeding three (3) months' mortgage interest, to a maximum of \$1,500
- reimbursement of bridge financing up to three (3) months interest to a maximum of \$1,500. (This provision applies when a relocated employee takes title to a residence at the new location before the sale of the residence at the old location and is required to arrange for a short term loan to finance the purchase.)

14. **INCIDENTAL EXPENSES**

Compensation is provided for:

- altering drapes, carpeting, floor covering, etc.
- replacing household fittings
- erecting television aerials
- installing telephones
- disconnecting and reconnecting appliances
- long distance telephone calls pertaining to move
- costs associated with obtaining and preparing a mobile home site including disconnecting and reconnecting utilities and septic tank installation
- other expenses approved by the President.

Compensation is provided to a maximum of \$200 without receipts or \$500 with receipts.

15. **PROCEDURE**

All instances of removal of household effects arising from relocation are coordinated through the Saskatchewan Property Management Corporation. Inquiries should be directed to:

Relocation Coordinator,  
Saskatchewan Property Management Corporation,  
10th Floor, Sturdy Stone Building,  
122 - 3rd Avenue North,  
Saskatoon, Saskatchewan.  
S7K 2H6



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APPENDIX IV

**CLASSIFICATIONS**

1. Instructor
2. Educational Counsellor
3. Co-ordinator I
4. Co-ordinator II
5. NSIM Counsellor
6. Instructor - Dental Surgeon

APPENDIX V  
LETTER OF UNDERSTANDING

Re: Benefits

Benefit plans carried over from the former PS/GE Agreement:

- SGEU Long Term Disability Plan
- Public Employees' Dental Plan
- PEBA Group Life Insurance Plan
- SGEU Portaplan
- Public Service Superannuation Plan
- Public Employees' Superannuation Plan

Benefit plans carried over from the former Community Colleges Agreement:

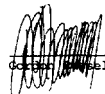
Saskatchewan Teachers' Superannuation Fund  
Saskatchewan Teachers' Group Life Insurance Plan  
Saskatchewan Teachers' Accidental Death and  
Dismemberment Benefit  
Saskatchewan Teachers' Annuity Plan  
London Life Pension Plan  
London Life Group Life Plan  
London Life Long Term Disability Plan  
London Life Short Term Disability Plan  
Great **West** Life  
Great **West** Long Term Disability Plan  
Great **West** Life Dental Plan  
Municipal Employees' Superannuation Plan  
Sick Leave Bank - Regina Plains - Administration  
Crown Investment Pension Plan (A.T.T.C.)


Former Community College employees will continue to participate in the above plans at the cost-share arrangements established under the Community College Agreement July 1, 1984 to August 31, 1986.

(The text of the plans prescribed by the Public Service Commission will be included in the Collective Agreement).

Signed on behalf of  
Saskatchewan Institute of  
Applied Science and Technology  
represented by

Signed on behalf of the  
**SIAS**T Academic  
Bargaining Unit  
represented by

  
\_\_\_\_\_

  
\_\_\_\_\_

Signed ~~the~~ 20th day of February 1990

## **SGEU LONG TERM DISABILITY PLAN**

This summary is provided for information purposes only.

Actual benefits will be in accordance with the formal plan text, which is available from any SGEU office. Inquiries about the plan should be directed to your shop steward, staff representative, or;

SGEU Long Term Disability Plan  
1440 Broadway Avenue  
Regina, Saskatchewan  
S4P 1E2

Telephone 522-8571 (Regina)  
1-800-667-5221 (Toll Free)

### **INTRODUCTION**

The SGEU Long Term Disability Plan (LTD) is intended to provide income for union members who are totally disabled and unable to work, and who are not covered by Workers' Compensation or automobile insurance.

Benefits become payable after an employee has been disabled for one hundred and nineteen (119) days, and has stopped receiving sick leave payment from the Employer.

If the member is never able to work again, his benefit will continue until age sixty-five (65) or until he begins to receive pension, whichever happens first.

The amount payable by the LTD plan will be reduced by any benefit received from the Canada Pension Plan, Workers' Compensation Board, or auto insurance.

The SGEU Long Term Disability Plan is completely financed by members' contributions. It is directed by a Supervisory Committee made up of representatives from each participating SGEU Bargaining Unit, and each occupational group in the Public Service/Government Employment Bargaining Unit. The plan is administered for the Union by a private life insurance company on a fee-for-service basis.

### **COST**

The cost of the plan to each member is 1.15% of basic gross salary. Members drawing disability benefits and those over age sixty-four (64) are not required to make contributions.

Premiums are deducted from members' pay cheques by the Employer and forwarded to the Union. The Union then deposits the contributions in a fund which is used to pay benefits. The fund is maintained at a level sufficient to cover all the plan's obligations.

## **ELIGIBILITY FOR BENEFITS**

A contributor to the LTD is eligible for benefits if:

- a) He has been disabled for at least one hundred and nineteen (119) days;
- b) He has received all sick leave benefits available from the Employer; and
- c) His disability meets the plan definition.

The definition of "total disability" includes situations where a plan member is:

- a) Unable to do his own job. This criterion is used for a period of thirty-six (36) months after the expiry of the one hundred and nineteen (119) days waiting period.
- b) Unable to work at any job that he might reasonably be expected to do, given education, experience and training. There is no time limit on this definition of disability.

Certain exclusions exist to protect the plan. (see 'Limitations and Exclusions').

## **DISABILITY BENEFITS**

The monthly benefit to members who become disabled is 66 2/3% of pre-disability, gross regular salary. This benefit will be reduced by certain other forms of income:

- a) If the disability results from a work related injury or illness, a disability income from the Workers' Compensation Board may be payable. In such a case, benefits from the LTD are reduced by the amount of Workers' Compensation Board income.
- b) Persons with a severe and prolonged disability may qualify for benefits from the Canada Pension Plan. Applicants for the LTD are required to apply for Canada Pension disability benefits, which will be deducted from LTD benefits.
- c) If a member is injured in a car accident and sues successfully for lost wages, or becomes entitled to an income benefit from basic auto insurance, this compensation will be deducted from LTD benefits. Compensation provided under additional insurance purchased by the individual member is not deducted.
- d) Disability benefits from group insurance or pension plans are deducted from LTD benefits.

- e) Wages received from any employment after a disability has occurred will be deducted from LTD benefit, unless the doctor and the Supervisory Board of the LTD approve this employment as rehabilitation employment.

A rehabilitation program may be a course, training program or occupation that will enable a disabled person to work at some form of new employment, or return to his old job.

For an approved rehabilitation program that involves payment of wages, LTD benefits will be reduced by one-half (1/2) the amount of wages.

If employment continues for more than two (2) years from the time the rehabilitation program starts, it is no longer considered rehabilitation, and LTD benefits are discontinued.

#### **DURATION OF BENEFITS**

LTD benefits will continue until one (1) of the following occurs:

- a) Recovery of ability to work again;
- b) Attainment of age sixty-five (65);
- c) Retirement;
- d) Death.

Beneficiaries are required to submit doctors' statements at regular intervals. The Supervisory Board may require beneficiaries to see a doctor they have appointed. In such a case, the plan would pay the expenses of the visit.

#### **RECURRING DISABILITIES**

If an individual recovers from his disability and returns to work, and then becomes disabled again;

- a) Eligibility for LTD benefits begins immediately if the cause of the disability is the same or directly related to the cause of the previous disability, and occurs within six (6) months of return to work;
- b) Eligibility for LTD benefits begins immediately if the illness or injury is wholly different from the prior disability, and occurs within one (1) month of return to work.

## **PAYMENT OF BENEFITS**

Payments begin after the one hundred and nineteen (119) day elimination period or expiry of sick leave benefits, whichever occurs last. Benefits are paid monthly, at month-end.

LTD benefit payments will be automatically increased January 1 of each year, by half the percentage difference between the average Regina/Saskatoon all-item CPI for the two (2) previous months of October.

## **LIMITATIONS AND EXCLUSIONS**

Disabilities resulting from the following are not covered by the plan:

- a) Attempted suicide or any intentionally self-inflicted injury or sickness, whether the member is sane or insane;
- b) War, whether declared or not, or any act of war;
- c) Committing or attempting to commit a criminal offence;
- d) A mental, nervous or emotional infirmity which is classified as being other than a psychosis (total disability arising from mental infirmity classified as neurosis is payable for twelve (12) months);
- e) Excessive use of either alcohol or drugs, unless the member is engaged on an active and continuing basis in a medically supervised program to correct such excessive use and such program is begun by the member during the elimination period;

No benefit shall be payable:

- a) For any injury or illness contracted while on full-time active duty as a member of the military.
- b) For a period of total disability during the imprisonment of a member due to conviction of an offense or while awaiting trial. If acquitted, retroactive benefits are payable.
- c) For any period in which the member is outside Canada.
- d) For any injury or sickness contracted during the first ninety (90) calendar days as a member in the plan if the disability can be directly attributed to a condition that existed prior to membership in the plan, and for which treatment was received, or drugs were prescribed, by a qualified medical practitioner during the six (6) month period prior to membership in the plan.

## **APPLICATION PROCEDURE**

Application forms for LTD benefits are available from any SGEU office.

The completed application must be sent to the Union head office at 1440 Broadway Avenue, Regina, S4P 1E2, within one (1) year of being disabled.

The applicant is responsible for the payment of any expenses involved in having the disability claim form completed by a doctor, as well as for any subsequent medical examinations, except where a doctor is named by the plan.

## **JOB PROTECTION**

A member of the SIAST Academic group is entitled, under the terms of the Collective Agreement, to up to twelve (12) months definite leave of absence due to prolonged illness, with the right to return to his job at the end of the leave. A member may be eligible for a further indefinite leave, if required, with re-employment rights are provided for in the Agreement.

## **EXTENDED COVERAGE**

A member on lay-off, maternity leave, leave of absence without pay, or strike must continue coverage under the plan by prepaying the premium for the period you are *off* the job.

The Employer normally collects extended coverage premiums automatically. However, it is the employee's responsibility to pay the premiums to the Union, if the deduction was not made prior to leave or lay-off.

The extended coverage is normally limited to one (1) year. Coverage can be extended to a maximum of five (5) years by applying to the Union each year.

For leave of absence with pay, premiums will be deducted by the Employer in the normal manner.

## **APPEAL PROCEDURE**

The appeal procedure for applicants who feel they have not been treated fairly by the plan is as follows:

- a) First, to the LTD Supervisory Committee, which must give a written decision, with reasons, within thirty (30) days;
- b) Second, to an independent single arbitrator, who must give a written decision, with reasons, within thirty (30) days.

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**The Arbitrator's decision is final and binding on both parties.**

**Applicants may have access to assistance of a Union staff representative to help put together and argue the appeal. All expenses of an appeal are paid by SGEU.**



## **PUBLIC EMPLOYEES DENTAL PLAN**

Members of SIAST Academic Unit, not previously covered, become eligible for the Public Employees' Dental Plan on April 1, 1990.

The following description of the Dental Plan is based on information from the plan administration, and is supplied here for information purposes only. Inquiries about eligibility and/or benefits should be directed to your Human Resources Branch, or to:

Public Employees Benefits Agency  
4th Floor  
2350 Albert Street  
Regina, Saskatchewan  
S4P 4A6  
Telephone: 787-3745

### **INTRODUCTION**

The Public Employees Dental Plan (PEDP) promotes good dental health by reducing employee costs for certain dental services. It is available to members of participant groups of employees of the Government of Saskatchewan and their eligible dependents.

### **EMPLOYEE ELIGIBILITY**

1. All regular full-time employees who are actively at work, and who have completed six (6) months continuous service on the effective date of coverage are eligible.
2. Employees who have not completed six (6) months continuous service on the effective date will become eligible upon completion of six (6) months continuous service.
3. Employees hired after the effective date of coverage for their employee group will become eligible upon completion of six (6) months continuous service.
4. Children of employees who by virtue of their age are eligible to participate in the Saskatchewan Dental Plan are not eligible for coverage under PEDP.

Certain regular part-time employees are eligible for coverage:

- a) For employees who work regular hours for a certain period of the year (i.e. regular part-time, a minimum of four (4) months continuous employment in a period of fourteen (14) calendar months or less is

required, subject to the six (6) month cumulative waiting period:

Example: Employee A works four (4) months in 1982 and four (4) months in 1983. Employee A would be eligible for coverage after two (2) months continuous employment in 1983.

Note: Claims will only be accepted for dental work performed while an eligible employee is actively employed.

- b) For regular part-time employees eligibility will require working a minimum of 40% of the regular hours of the group to which the employee belongs.

As the intent of this program is to encourage good dental health, eligible expenses incurred during the waiting period will be honoured retroactively to the employee's date of employment or the participating Employer's date of coverage, whichever is the later.

#### **ELIGIBLE DEPENDENTS**

1. Spouse or common law spouse where common law spouse means a period of the opposite sex who has cohabited with the employee for at least twelve (12) consecutive months immediately preceding the date on which the dental expense was incurred. In cases where both a legal and common law spouse exist, coverage of the legal spouse will cease immediately upon coverage becoming effective on the common law spouse.
2. A child or step-child of the employee under twenty-one (21) years of age who lives with the employee, and is solely dependent upon the employee for support. (Dependent children who are eligible for coverage under the Saskatchewan Dental Plan are excluded).
3. A child or step-child of the employee between the ages of twenty-one (21) and twenty-five (25) who is dependent upon the employee for support and in full-time attendance at an educational institution.
4. A dependent child over the age of twenty-one (21) who by reason of mental or physical infirmity is solely dependent upon the employee for support.

## **PLAN DETAILS:**

### **DEDUCTIBLE**

There is no deductible under the PEDP.

### **PLAN MAXIMUM BENEFIT PAYMENT**

The PEDP will reimburse a maximum of \$1,000 per calendar year for regular full-time employees without dependents and \$1,500 per calendar year for permanent full-time employees with dependents.

The Public Employees Dental Plan payment schedule, available from Human Resources, is the basis for determining benefits payable. The maximum reimbursement schedule is stated on the reverse of the dental and denturist PEDP claim forms.

### **ELIGIBLE DENTAL SERVICES AND REIMBURSEMENT**

Level I - Preventive service - 100% of PEDP payment schedule

- a) Oral examinations (maximum of twice per year);
- b) Cleaning and scaling of teeth (maximum once per year);
- c) Fluoride treatments (maximum of twice per year);
- d) Bite-wing X-rays (maximum of twice per year);
- e) Full mouth X-rays (maximum of once per twenty-four (24) months);
- f) Unmounted study models.

Level II - Basic and routine services - 75% of PEDP payment schedule;

- a) Amalgam, composite or acrylic fillings;
- b) Retentive pins;
- c) Extractions;
- d) Dental surgery including X-rays and laboratory services;
- e) Endodontics including root canal therapy;
- f) Periodontics both surgical and non-surgical, dealing with the soft tissue surrounding the teeth;
- g) Emergency treatment for dental pain;
- h) Repairs to existing dentures;
- i) Relines and rebases of existing dentures;
- j) Recementing of existing inlay or crown;
- k) Stainless steel crowns.

Level III - Major Restorative Services - 50% of PEDP payment schedule:

- a) The initial installation of crowns, complete or partial dentures or fixed bridges to replace natural teeth extracted while insured;
- b) The replacement of crowns, dentures or bridges where the existing appliance is at least five (5) years old and cannot be made serviceable;
- c) The installation of additional teeth to existing dentures to replace additional teeth extracted while insured;
- d) Repairs to and recementing of an existing fixed bridge.

#### **PLAN LIMITATIONS**

Only the services outlined in the list of coverage codes will be eligible for reimbursement. No payment will be made for:

- a) Extra charges by the dentist for completion of claim forms or for broken appointments;
- b) Cosmetic treatment, experimental treatment or dietary planning;
- c) Congenital or developmental malformation;
- d) Expenses for dentures which have been lost, mislaid or stolen;
- e) Orthodontic benefits.

In cases where coverage exists through any other government or group sponsored medical or dental program, Medical Care insurance Commission, Workers' Compensation, Saskatchewan Government insurance or other government programs or legislation, the PEDP will not accept responsibility for claim payment.

Services or treatments available to participants or dependents through the Saskatchewan Dental Plan will not be covered by the PEDP.

#### **BENEFITS TO REGULAR PART-TIME EMPLOYEES**

Benefits for eligible regular part-time employees are pro-rated as follows

- a) In the first year of enrolment in the PEDP, reimbursement will be 50% of the regular reimbursement schedule.
- b) In the second and subsequent years of enrolment in the PEDP the amount of reimbursement will depend upon the ratio of actual hours worked to the average

regular hours for the group during the previous year, rounded to the next higher 10% (maximum 90% of the regular reimbursement schedule).

For example:

% of regular hours worked	% of regular schedule reimbursed
40% - 50%	50%
51% - 60%	60%
61% - 70%	70%
71% - 80%	80%
81% - 100%	90%

#### **PRE-AUTHORIZATION**

Where a course of dental treatment is expected to cost more than \$300.00, an estimate must be filed with the plan administrator. The insurance carrier will identify the procedures the claimant can expect to be reimbursed for, as well as the amount of reimbursement.

Any procedure involving the use of gold will not be covered unless authorization is obtained in advance.

#### **CO-ORDINATION OF BENEFITS.**

Where coverage exists from several sources for similar benefits, no more than 100% of the cost of actual dental work will be reimbursed from all sources.

#### **BENEFITS AFTER TERMINATION OF EMPLOYMENT**

1. Expenses incurred with respect to dentures installed within thirty (30) days of termination of employment will be considered as eligible expenses so long as initial impressions were taken before termination of employment.
2. Employees receiving benefits under a government sponsored Disability Income Plan will retain dental benefits.

No other benefits will be continued after termination of employment.

#### **CLAIM PROCEDURE**

It is your responsibility to obtain the necessary claim forms, have them completed by your dentist and return them to your Human Resources Manager or supervisor for processing.

1. Obtain a PEDP claim form from your Human Resources Manager or supervisor and complete the employee section of this form.

2. Obtain prior approval of dental work if it is expected to cost more than \$300.00 or involves the use of gold.
3. Have the dental work done, pay the dentist, and have the dentist complete his section of the PEDP claim form.
4. Return the PEDP claim form to your Human Resources Manager or supervisor.
5. Once your claim is adjudicated, the benefit cheque will be mailed directly to you by the plan administrator. You should expect to receive your reimbursement cheque within three (3) weeks of submitting your claim.

**FUNDING**

The entire cost of the plan is paid by participating employers. No employee contributions are required.

700  
700

## **GROUP LIFE INSURANCE PLAN**

The following summary of the group life insurance plan is based on information from the plan administration, and is supplied for information purposes only. Inquiries should be directed to your Human Resources Branch or to

Public Employees Benefits Agency  
4th Floor  
2350 Albert Street  
Regina, Saskatchewan  
S4P 4A6 Telephone 787-3745

### **ELIGIBLE EMPLOYEES**

Regular full time and regular part time employees are eligible for insurance coverage

All eligible employees must complete an enrolment form as soon as possible, following the date of employment

### **AMOUNT OF INSURANCE**

Regular full-time employees are insured at two (2) times their annual salary rounded to the next higher multiple of \$500 00, with a minimum coverage of \$20 000 00 and a maximum of \$250,000 00

A change in an employee's insurance amount due to a change in salary will take effect on the month coinciding with, or next following, the date of change in salary

Regular Part time employees are insured for \$20 000 00 and are insured on the day they commence employment

### **PREMIUMS**

The cost of the insurance is borne by both the Employer and the employee. The Employer pays a portion of the insurance on the life of each employee. The employee pays the balance of the cost of the insurance through payroll deductions

Effective Oct 1, 1987 the cost to the employee for basic or optional life insurance is \$.25 per thousand (1000) of coverage per month. The cost of dependent life insurance and accidental death and dismemberment are included in this amount

### **OPTIONAL LIFE INSURANCE**

All regular full time employees have the opportunity to elect optional life insurance in an amount equal to one (1) times annual earnings rounded to the next higher multiple of \$500 00 (if not already a multiple of \$500 00)

An employee may apply for option life insurance without medical evidence of insurability at the time he enrolls in the plan.

If an employee does not apply for optional life insurance within thirty-one (31) days of commencement of employment, optional insurance will be available after appropriate evidence of insurability has been submitted and approved by the insurance carrier. If a medical examination is required the cost of the medical will be borne by the employee.

### DEPENDENT LIFE INSURANCE

Dependents of full-time employees are insured as follows:

Spouse	\$10,000.00
Each child	3,000.00

Dependents of temporary or part-time employees are insured as follows:

Spouse	\$ 3,000.00
Each child	1,000.00

A "dependent" means:

1. An employee's spouse by virtue of religious or civil ceremony;
2. A common law spouse, as defined in the policy;
3. Any unmarried dependent child under twenty-one (21) years of age;
4. A dependent child twenty-one (21) years of age or over, who
  - a) Is a registered full-time student in university or similar institution of learning,or
  - b) Is incapable of self-sustaining employment by reason of mental retardation or physical handicap

### ACCIDENTAL DEATH AND DISMEMBERMENT

All regular full-time employees are covered for additional death or dismemberment benefits as outlined below:

Loss of life	\$50,000.00
Loss of both hands	50,000.00
Loss of both feet	50,000.00
Loss of entire sight of both eyes	50,000.00
Loss of one hand and one foot	50,000.00
Loss of one hand and entire sight of one eye	50,000.00



Loss of one foot and entire sight of one eye	50,000.00
Loss of speech and hearing	50,000.00
Loss of one arm	25,000.00
Loss of one leg	25,000.00
Loss of one hand	25,000.00
Loss of one foot	25,000.00
Loss of entire sight of one eye	25,000.00
Loss of speech or hearing	25,000.00
Loss of thumb and index finger of either hand	12,500.00

### **BENEFICIARIES**

The employee names his beneficiary on the enrolment form. Subject to legal restrictions, an employee may change his beneficiary at any time by completing a new enrolment form.

Upon the death of an insured employee the full amount of insurance is payable to the designated beneficiary.

A designated beneficiary may be eligible to receive an advance payment on the death of the insured employees. The limit on the advance is \$5,000.00. A beneficiary requiring an advance payment should contact the Human Resources Branch as quickly as possible.

### **RETIREMENT**

Upon retirement an employee's insurance is terminated and he receives a \$3,000.00 paid up life insurance policy. The policy remains in force until the employee's death, at which time it is payable to the designated beneficiary. The paid-up certificate has no cash surrender value.

Employees who retire prior to age sixty-five (65) on a government sponsored retirement plan may elect to be insured until age sixty-five (65) for the amount of insurance in force immediately prior to early retirement, less \$3,000.00.

### **DISABILITY**

Subject to the approval of the insurance carrier, insurance for a permanent full-time employee who becomes totally disabled before reaching the age of sixty-five (65) may remain in force without payment of further premiums until age sixty-five (65), at which time it will reduce to \$3,000.00. Proof of continuing disability must be submitted to the insurance carrier.

An employee is considered to be disabled, if prior to age sixty-five (65) the employee is wholly and continuously prevented (as a

result of accident or sickness) from working for remuneration or profit in any occupation for which the employee is or may become qualified by education, training and experience.

#### **TERMINATION OF INSURANCE**

Insurance will continue while a regular full-time employee is absent due to sickness, injury, or non-permanent layoff of less than eighteen (18) months duration. An employee on leave of absence is required to maintain group life coverage for a minimum of one (1) year. Extensions beyond one (1) year must be applied for in writing. Premiums for periods of leave are payable by monthly post-dated cheques, or by retroactive payment immediately on return to active employment.

Insurance coverage under the plan terminates automatically upon termination of employment. Protection may be continued, however in accordance with the conversion option outlined below.

A regular part-time employee may elect to maintain group life coverage for a ~~period of~~ non-employment of up to one hundred and eighty (180) days. In such cases, premiums are payable in advance.

#### **CONVERSION OPTION**

Upon termination of an employee's insurance due to termination of employment, the employee (or spouse) may apply for and obtain an individual policy from the insurance carrier without medical evidence of insurability.

The individual policy may be any one (1) of the standard plans (including term insurance) then being issued by the carrier company, at rates then in force. The individual policy will be for the same amount of insurance as terminated under the group plan or a lesser amount, if so elected.

Application for an individual policy must be made and the first premiums paid, within thirty-one (31) days of termination of employment. The individual policy will go into effect at the end of the thirty-one (31) day period. Should death occur during this thirty-one (31) day period, the full amount of terminated group insurance will be payable regardless of whether application has been made for an individual policy.

To determine the insurance carrier at the time of termination please contact your Employer.

## **SGEU PORTAPLAN**

The SGEU Portaplan is a voluntary plan which offers low cost term, accidental death or dismemberment, and dependent child(ren) life insurance to union members and their spouses. The Portaplan is an option to be seriously considered by members who want more coverage than is provided by the compulsory group life plan (see Supplement3), or who require mortgage insurance.

Members who participate in this plan may continue their coverage if they change employers, simply by maintaining associate membership in the Union, at a nominal cost.

For further information on the Portaplan, contact

Saskatchewan Government Employees' Union  
Portaplan Administrator  
1440 Broadway Avenue  
Regina, Saskatchewan  
S4P 1E2 Telephone: 522-8571 (Regina)  
1-800-667-5221 (Toll free)

### **GENERAL INFORMATION:**

#### **ELIGIBILITY**

Members under age sixty-five (65) (including members, associate members, employees and affiliate members) of the Saskatchewan Government Employees' Union, who are resident in Canada, actively at work and have not been absent more than seven (7) days in the last sixty (60) days are eligible to apply for Portaplan coverage. Spouses of eligible members who are under age sixty-five (65) are also eligible.

#### **MEDICAL EXAMINATION**

A short statement of health and other particulars of insurability are required if you apply for term life insurance. However, the insurance carrier reserves the right to request a medical examination at no expense to you. You will be notified directly if one is required. No statement of health is required directly for the accidental death and dismemberment of dependent life insurance.

#### **GUARANTEE ISSUE BENEFIT**

During the period of May 1 to July 31 of each year, new members are eligible to apply for one (1) unit of \$20,000.00 term life without a statement of health.

## **INSURANCE GUARANTEE**

Your insurance policy may not be cancelled or changed, nor can a renewal be refused by the insurance carrier, provided you pay the required premiums as they are due.

## **WAIVER OF PREMIUM DURING DISABILITY**

Should you become totally and permanently disabled before age sixty-five (65), all term life and dependent child life premiums falling due after four (4) months of continuous disability will be waived while disability continues. There is no extra charge for this benefit.

## **TERM LIFE INSURANCE**

Members and spouses under age sixty-five (65) are eligible to apply for term life insurance. Up to ten (10) units of \$20,000.00 each may be selected at any time up to age sixty-four (64).

Coverage over age ninety (90) without further premium payment.

Your beneficiary may be changed at any time subject to any limits set by law, by providing written notification to the insurance carrier.

If your term life insurance is cancelled before you are sixty-six (66) years old, you may apply within thirty-one (31) days to convert your insurance to an individual permanent plan. This may be done without further evidence of insurability and at rates applicable to your age and occupation at the time of conversion.

Suicide within two (2) years of the effective date of coverage is not a covered risk.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

Accidental death and dismemberment insurance is available to members who purchase term life insurance. Applicants may select up to ten (10) units of \$20,000.00 each, provided the total does not exceed the amount of term insurance. Insurance reduces at higher ages, in the same way as term life.

A percentage of your benefit is payable for any of the following losses which result within one hundred and eighty (180) days of an accident causing bodily injury.

- 100% payable to your beneficiary for loss of life;
- 100% payable to you for "loss of" or "loss of use of" both hands, both feet, both arms or both legs.
- 100% payable to you for loss of sight in both eyes, sight of one (1) eye and one (1) hand, sight of one (1) eye and one

(1) foot, one (1) hand and one (1) foot, one (1) arm and one (1) leg, hearing and speech.

- 75% payable to you for "loss of use of" one (1) arm or one (1) leg.
- 67% payable to you for "loss of use of" one (1) hand or one (1) foot.
- 67% payable to you for loss of one (1) hand and/or one (1) foot or sight of one (1) eye.
- 67% payable to you for loss of one (1) hand or one (1) foot.
- 50% payable to you for loss of hearing or speech.
- 33% payable to you for loss of thumb and index finger on the same hand.

If a member while insured under this benefit:

- a) Disappears as a result of an accident involving the sinking or disappearance of a conveyance he was riding in, and if his body has not been found within three hundred and sixty-five (365) days of the date of such accident, it will be presumed loss of life occurred, or
- b) Is unavoidably exposed to the elements as a result of an accident and if, such exposure causes a loss for which an amount would otherwise be payable, an amount will be payable for such loss in accordance with the schedule of losses.

Payment for losses is subject to the usual exclusions, including suicide, self-inflicted injury, criminal offenses, disease, armed forces, riot, war, certain non-commercial flights.

Annual Premium: \$.05 per \$1,000. or  
\$12.00 per unit per year.

#### **DEPENDENT CHILD(REN) LIFE INSURANCE**

Dependent life insurance is available to members who purchase term insurance. Children are eligible if they are over fourteen (14) days of age and under age twenty-one (21) (twenty-five (25) if full-time attendance at a high school, college or university and who entitle the member to claim a deduction for income tax purposes).

Where a member ceases to be insured for any reason, including death, the dependent children life coverage automatically terminates. However, the spouse's coverage may be converted to an individual permanent plan without evidence of insurability, at the rate applicable to the spouse's age.



## **PUBLIC SERVICE SUPERANNUATION PLAN**

The following is a brief summary of the Public Service Superannuation Plan (often referred to as the "old pension plan"). This plan is prescribed by Saskatchewan legislation, and applies to eligible employees who commenced employment prior to October 1, 1977, and who did not elect to transfer their superannuation credits to the Public Employees Superannuation Plan ("new pension plan") when the latter was introduced.

This summary is offered for information purposes only, and does not constitute a legal plan text. Inquiries should be directed to your Human Resources Branch, or to:

Public Employees Benefits Agency  
4th Floor  
2350 Albert Street  
Regina, Saskatchewan  
S4P 4A6 Telephone: 787-2995

### **GENERAL INFORMATION**

The plan commenced on May 1, 1927. A three (3) member Board, appointed by the Lieutenant Governor in Council, supervises the administration and interpretation of the plan. One (1) of the members must be an employee representative of the public service of Saskatchewan and is nominated by the Union.

### **EMPLOYEES COVERED**

The plan provides compulsory coverage for probationary and permanent employees age eighteen (18) to sixty (60) who commenced employment prior to October 1, 1977. Employees who commenced employment before January 1, 1966 and were under age eighteen (18) at the time, are included. Temporary, provisional, part-time and casual employees are not included.

An employee who was over the age of fifty-five (55) and under the age of sixty (60) when he entered continuous service, may elect to contribute to the superannuation plan.

Regular part-time employees are included in the plan effective April 18, 1975. They are required to participate in the plan on and after April 18, 1975 in the year following the calendar year in which they have worked for at least one hundred (100) days, or they may elect to join the plan immediately upon commencing employment.

Military service in World War II or Korea may be credited to an employee or purchased, depending on the circumstances.

Where an employee takes leave of absence without pay, contributions based on the salary prior to the leave are required when an employee returns to employment. Normally, deductions

are made on the employee's return to work over a period equal to the period of leave.

An employee on leave from one (1) position who becomes employed in another position on a regular basis in a Government department or agency is required to contribute on the salary paid, and is not considered to be on leave for superannuation purposes.

Employees on a designated list of institutions acquired by the Government who became public service employees at the time the institution was acquired are entitled to include their previous service by paying the contributions which would have been paid if the employee had been a contributor under the Public Service Superannuation Plan, plus interest.

### **CONTRIBUTION RATES**

Contributions are deducted from the employee's regular salary at the following rates, which include the contributions required under the Canada Pension Plan:

Age of Commencement of Employment	Effective January 1, 1978
Under 30 years	7%
30 years and under forty	8%
Over 40 years and under 60 years	9%

The Canada Pension Plan rates is 1.8% of annual salary, less the basic exemption, up to the Yearly Maximum Pensionable Earnings under that plan.

For purposes of the plan, "salary" includes regular or deferred earnings, commissions, and bonuses. Allowances such as shift differential, northern district allowance, training allowances, etc. are not included.

Interest - on contributions is compounded annually at the following rates:

- 2% prior to March 31, 1959
- 3% from April 1, 1959 to April 30, 1972
- 4% from May 1, 1972 to May 31, 1977
- 6% from June 1, 1977 to March 31, 1982
- 7% from April 1, 1982

### **RETIREMENT**

The normal age of retirement is at age sixty-five (65)

Allowances are payable:

- At age sixty-five (65) with a minimum of five (5) years service;



- At age sixty (60) with a minimum of twenty (20) years without any reduction;
- At age sixty (60) with a minimum of fifteen (15) years and less than twenty (20) years service with a reduced allowance;
- At age fifty-five (55) with a minimum of thirty (30) years service with a reduced allowance;
- At any age with thirty-five (35) years of contributory and credited service without any reduction;
- At any age with a minimum of fifteen (15) years service if incapacitated for all employment purposes because of ill health or other disability, without any reduction (employees with credited war service require a minimum of ten (10) years service);

An employee with ten (10) or more, but less than fifteen (15) years of service who is incapacitated for employment purposes shall receive, on approval of the Board, a refund of contributions and interest plus a matching amount, instead of a monthly allowance.

#### **SUPERANNUATION ALLOWANCE**

All allowances are based on 2% of the average of the five (5) years of highest salary multiplied by the years of service, not exceeding thirty-five (35) years. Allowances are reduced if benefits, including disability benefits, become payable by the Canada Pension Plan.

A person receiving an allowance may be employed by the government on a temporary, casual or provisional basis for period not exceeding six (6) months in a fiscal year (April 1 to March 31) without any effect on the allowance. Where the period of employment exceeds six (6) months, the allowance is suspended and becomes payable again on termination of employment or at the commencement of the next fiscal year, whichever occurs first. The allowance ceases immediately on employment with the government in any other capacity for which a salary is paid.

An employee may elect to receive a joint annuity payable during the lifetime of the employee and a spouse or dependent, in lieu of all other allowances payable. The election may be made or withdrawn by notice in writing to the Board prior to the first day of the last month of employment.

An employee who retires before age sixty-five (65) may elect to increase the basic allowance before age sixty-five (65) and reduce it after that age, to take into account the Federal Old Age security pension payable at age sixty-five (65).

## **DEATH BENEFITS**

When an employee with ten (10) or more years of pensionable service dies, his spouse is entitled to receive 60% of the employee's pension allowance for life. Ten percent of the calculated allowance is payable to each child under the age of eighteen (18), in lieu of the children's allowance.

The child or children of a single parent may be eligible to receive a 60% allowance up to the age of eighteen (18).

When an active employee dies with less than ten (10) years of pensionable service, a refund amounting to double the employee's contributions plus interest, is payable to the spouse or children under the age of eighteen (18).

When an active employee dies with over or under ten (10) years of pensionable service, leaving no dependents, a refund of the employee's contributions and interest is paid to the estate.

When a superannuate dies, the same allowances are payable. Where there is no surviving spouse or child under age eighteen (18), the allowance ceases, except where the superannuate dies before receiving the amount which would have been paid as a refund of employee contributions and interest, in which case the difference between the two (2) amounts is paid to the estate.

## **TERMINATION OF EMPLOYMENT**

On resignation, an employee who is not eligible to receive an immediate non-reduced allowance is entitled, upon written application, to receive a refund of contributions plus accrued interest.

The following methods of payment are available at the option of the employee:

- a) A single lump sum payment or a refund, which constitutes taxable income for the year in which it is received;
- b) Transfer to a registered savings or pension plan;
- c) Employees over age thirty (30) who have ten (10) or more years of service may elect to receive a deferred allowance. This normally becomes payable at age sixty-five (65), but employees with fifteen (15) or more years of service may elect to receive the allowance at any time after age sixty (60). This deferred allowance may be cancelled by the employee before it becomes payable and a refund requested.

## RECIPROCAL AGREEMENTS AND TRANSFER

The Superannuation Board is empowered to enter into reciprocal agreements with any employer in Canada.

Currently, reciprocal agreements exist between the Province of Saskatchewan and the University of Regina, the Federal Government, the Provinces of New Brunswick, Ontario, Manitoba, Alberta and British Columbia, the Saskatchewan Municipal Employees' Superannuation Commission, Saskatchewan Teachers' Superannuation Commission, Saskatchewan Crown Investments Corporation, Saskatchewan Government Insurance, Saskatchewan Health-Care Association and the City of Regina, for the transfer of employee contributions and service, plus an employer's matching contribution. Transfers under these reciprocal agreements are at the option of the employee.

Terms of individual reciprocal agreements may vary, and employees are urged to seek advice prior to electing a transfer option.

There is also provision for the transfer of contributions, interest and service to and from the public service plan and the plans of Sask. Telecommunications, Sask. Power Corporation, Workers' Compensation Board and the Liquor Board. When a transfer is made, full service is credited to the employee at no additional cost. The transfer is mandatory when an employee resigns to accept employment with any of these agencies.

## EMPLOYEES' SAVINGS ACCOUNT

Employees who commenced regular employment before May 10, 1977 and who were over the eligible age for participation in the superannuation plan, had the option to contribute to the Employees' Savings Account. Employees contribute 5% of their regular earnings, less contributions to the Canada Pension Plan. At normal retirement age at 65, or on early retirement due to ill health prior to age sixty-five (65), total contributions plus accrued interest are refunded, together with a matching amount by the Government. On termination prior to age sixty-five (65), employees receive a refund of their own contributions and accrued interest.

## FUNDING

The superannuation plan is not funded and no Employer contributions are made except under certain conditions on retirement or death and no reciprocal transfers. Contributions are deposited as revenue and payments are charged against the general consolidated fund of the province.

**PUBLIC EMPLOYEES (GOVERNMENT CONTRIBUTORY)  
SUPERANNUATION PLAN**

A new superannuation plan for government employees, the Public Employees (Government Contributory) Superannuation Plan was established on October 1, 1977. All new employees on and after that date are required to contribute to the new plan and are not included under the Public Service Superannuation Plan.

## **PUBLIC EMPLOYEES SUPERANNUATION PLAN**

The following is a brief summary of the Public Employees' Superannuation Plan (often referred to as the "new pension plan"). This plan is prescribed by Saskatchewan legislation, and applied to eligible employees who commenced employment after October 1, 1977, or former members of the Public Service Superannuation Plan ("old pension plan") who elected to transfer their credits to the new plan.

This summary is offered for information purposes only, and does not constitute a legal plan text. Inquiries should be directed to your Human Resources Branch, or to:

Public Employees Benefits Agency  
4th Floor  
2350 Albert Street  
Regina, Saskatchewan  
S4P 4A6 Telephone: 787-6779

### **INTRODUCTION**

The Public Employees (Government Contributory) Superannuation Plan was established by the Superannuation (Supplementary Provisions) Act of 1977.

The plan is designed to provide the employee with retirement income based on the total amount of money accumulated by the investment of employee and Employer contributions during the employee's working career.

The administration of the plan and the investment of contributions is the responsibility of a seven (7) member Board appointed by the Lieutenant Governor. This Supervisory Board consists of:

- a Chairperson
- three (3) representatives of the employees
- three (3) representatives of the participating employers

### **EMPLOYEES COVERED**

The plan applies to those employees who are hired by a participating employer on or after October 1, 1977 and who are required to join the plan as a condition of their employment, or other employees of a participating employer who choose to participate on a voluntary basis.

Participating employers currently include Saskatchewan Power, Saskatchewan Telecommunications, the Liquor Board, the Workers' Compensation Board and the Government of Saskatchewan, as well as other designated crown corporations, boards, agencies and commissions.

## **EMPLOYEE CONTRIBUTIONS**

Members of the plan must contribute 5% of their regular salary, exclusive of Canada Pension (CPP) contribution. These contributions will be deducted by employers from pay cheques. For purposes of the plan, "salary" includes regular or deferred earnings, commission and bonuses. Allowances such as shift differential, northern district allowances, training allowances, etc. are not included.

Employees have the option to make additional contributions to the plan, if they wish.

Participating employers must contribute an amount equal to the employee's required 5% contribution, in addition to the employer's share of contributions to CPP.

## **PENSION FUND INVESTMENT**

Both employee and employer contributions are paid into a special fund. The money in this fund is invested in those securities described in the Act.

Pension plan funds can be used solely to provide pension benefits to the members or their beneficiaries. Each year, members will receive a statement of account showing their accumulated equity in the fund from member's contributions, employer's contributions, and accumulated interest.

## **ELIGIBILITY FOR PENSION**

A member will normally retire and start to receive a pension on the first day of the month after reaching age sixty-five (65). However, a member may choose to retire at any time during the ten (10) year period immediately preceding the normal date of retirement where he has been an employee for a period of at least one (1) year. Under certain conditions a member may also retire after age sixty-five (65).

## **FORMS OF PENSIONS**

A married member will normally receive a pension which will provide a uniform retirement income for the lifetime of both the member and spouse. Alternatively the member may choose a form of pension which provides for a reduced retirement income to the spouse upon the death of the retired member.

A single member will also receive a pension payable for life, but may choose one (1) of the following alternatives:

- A pension for life, with the guarantee that if the member dies within fifteen (15) years from retirement, pension

payments will continue to the member's beneficiary for the remainder of the fifteen (15) year guarantee period.

- A joint pension similar to that of a married member, with the appointment of a dependent of the single member as co-pensioner.

Any member may, at the time of retirement, choose to defer all or a part of the pension that would normally be received. That part of the member's equity not used to buy an immediate pension will remain in the fund and earn interest until the deferred pension is required.

### **BENEFITS**

Retiring members will receive a pension based on their equity in the pension fund. This equity is made up of the accumulated total of all contributions made by the member, all contributions made by the participating employer on the member's behalf, plus the accumulated interest on both contributions.

The actual amount of pension will depend upon the member's age at retirement, the spouse's or co-pensioner's age, the member's equity in the fund, and the form of pension to be received.

The pension will be paid from the fund and the rates used to cover the member's equity to a monthly pension will be based on the rates available at the time the member retires. The pension may be payable from the Public Employees Annuity Fund, or a company licensed in Canada to issue annuities.

### **DEATH OF FLAN MEMBER**

If a member dies before retirement, an appointed beneficiary will be entitled to receive a pension purchased with the total of all funds standing to the member's credit at the date of death. The pension may commence immediately or may be deferred until a future date. A beneficiary may also elect a lump-sum refund.

On the death of a member who has selected a joint pension to provide for a spouse or other dependent, the pension payments will continue in the manner selected. In the event that both the pensioner and co-pensioner die before payments totalling the original equity are made, any remaining balance shall be paid to the estate of the last survivor.

If the member is single and death occurs before the total amount of pension payments received by the member equals the amount of the member's equity used to purchase the pension, the beneficiary will receive a lump sum equal to the difference between these two (2) amounts. If a single member has chosen an alternative form of

pension, the death benefit will be governed by the alternative form of pension selected.

#### **BENEFICIARIES**

The member can appoint anyone as beneficiary, except that a married member cannot appoint someone other than a spouse.

If a single member has chosen an alternative form of pension based on the member's and dependent co-pensioner's age, the member must appoint the co-pensioner as beneficiary.

If a member has not appointed a beneficiary, the death benefits will be payable to the estate.

#### **TERMINATION OF GOVERNMENT EMPLOYMENT**

If a member is employed by another participating employer, membership in the plan is continued. If the member leaves the plan as a result of termination, he may request a refund of contributions plus interest if the member commenced employment prior to August 1, 1982 and has participated in the Public Employees Superannuation Plan for less than three (3) years, or commenced employment on or after August 1, 1982, but is under the age of twenty-five (25), or has participated in the Public Employees' Superannuation Plan for less than one (1) year. The member may also choose to leave all funds in the plan.

If a refund is given, the employer's contributions and interest are refunded to the employer.

If the member is ineligible for a refund on termination, the member's and employer's contributions may remain in the fund and continue to accrue interest until the member becomes entitled to a pension. Effective June 19, 1985, individuals may also transfer vested funds to a "locked-in" registered retirement plan, under such terms and conditions as the plan may dictate.

#### **TRANSFER OF FUNDS**

The Supervisory Board may enter into a reciprocal agreement with any Canadian employer. Under these agreements, a member moving to or from an employer with whom there is an agreement in place may apply to transfer superannuation funds and service to the new employer's plan.

Where such an agreement exists, members may make deposits into the fund by way of transfer. The transfer would be in accordance with the terms of the agreement between the Supervisory Board and the other employer.



### **CANADA PENSION PLAN AND OLD AGE SECURITY**

In addition to benefits payable under this plan, the member will be entitled to the benefits payable under the Canada Pension Plan and the Old Age Security Act.

APPENDIX VI

**WAIVER OF VACATION ENTITLEMENT**

(Sample)

I \_\_\_\_\_ do hereby waive the following right(s) to vacation leave, as outlined under Article 10.2 of the SIAST/SGEU Academic Bargaining Unit Collective Agreement:

1. Six (6) consecutive weeks of unassigned days \_\_\_\_\_
2. Unassigned days during July and/or August \_\_\_\_\_

Signature: \_\_\_\_\_  
Employee

Signature: \_\_\_\_\_  
In-Scope Supervisor

Program: \_\_\_\_\_

As per Article 10.3 of the Collective Agreement, I have submitted a copy of this waiver form to the Chairperson of the local Campus Committee.

Signature: \_\_\_\_\_  
Out-of-Scope Supervisor

Division: \_\_\_\_\_

APPENDIX VII

**LETTER OF UNDERSTANDING**

Re The New Classifications of Co-ordinator I and II

As a special condition of the creation of the Classification Co-ordinator Range I and II by the institute, the Institute guarantees that there will be no reclassification of Instructors or Education Counsellors into the new classification.

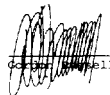
The Institute further guarantees that employees placed into the new classification of Co-ordinator Range I or II will move into the new pay range according to Article 7.3.1.

Those employees who are currently paid above the assigned ranges will maintain their present salaries.


All the above employees will receive the economic adjustments provided by this agreement.

The above guarantee applies only during the term of the collective agreement.

Signed on behalf of  
Saskatchewan Institute of  
Applied Science and Technology  
represented by

  
Gordon Russell

Signed on behalf of the  
SIAS Academic  
Bargaining Unit  
represented by

  
Gary Crawford

Signed the 20th day of February 1990

APPENDIX VIII

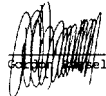
**LETTER OF UNDERSTANDING**

RE: Conversion of the Academic Year

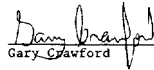
1. The following applies to regular full-time employees of the Academic Bargaining Unit, who, as of the date of ratification, were employed on an academic year other than July 1st to June 30th.
2. In order to facilitate the conversion of the academic year to a July 1st commencement, the following will be in effect:
  - (a) as of June 30, 1990, employees' pay will be reconciled on the basis of assigned days worked since the beginning of their current 1989-1990 academic year to June 30, 1990, both dates inclusive.
  - (b) Commencing July 1, 1990, employees shall receive 1/12 of their annual salary for each month during which they are employed by the Institute.
  - (c) Upon resignation, retirement, lay-off, termination, dismissal or leave without pay in excess of one (1) month, the employee's salary paid to that date shall be reconciled with the employee's salary earned to that date.

In the event that the employee has earned more than he has been paid, the Institute will pay the difference. In the event that the employee has been paid more than he has earned, the difference shall be payable to the Institute.

Signed on behalf of the  
Saskatchewan Institute of  
Applied Science and Technology  
represented by:

  
\_\_\_\_\_  
Joseph Powell

Signed on behalf of the  
SIASST Academic  
Bargaining Unit  
represented by:

  
\_\_\_\_\_  
Gary Crawford

Signed this 20th day of February 1990

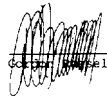
APPENDIX IX

**LETTER OF UNDERSTANDING**

Re: Hours of Work


1. The parties agree to form an Hours of Work Committee with equal representation from each side.
2. The Hours of Work Committee shall analyze the hours of work for all employees covered under this Collective Agreement and establish a regulatory system which will include yearly contact hours maxima.
3. This Committee will attempt to have a regulatory system in place by June 1, 1990. If unsuccessful, the disputed items will be referred to Mr. Vince Ready along with a request to arbitrate a resolution before July 1, 1990.
4. The Institute agrees to commit up to one (1) million dollars in order to facilitate implementation of the hours of work.
5. The hours of work formula will be implemented for the academic year starting July 1, 1990 and will form part of the Collective Agreement.

Signed on behalf of the  
Saskatchewan Institute of  
Applied Science and Technology  
represented by:



\_\_\_\_\_

Signed on behalf of the  
SIASST Academic  
Bargaining Unit  
represented by:



\_\_\_\_\_

Signed this 20th day of February 1990.

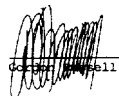
APPENDIX X

LETTER OF UNDERSTANDING

Re: Conversion of the 260-day year to a 200-day year


1. The following applies to those employees (other than Instructor - Dental Surgeon) who were employed on the basis of a 260-day year during the academic year July 1, 1989, to June 30, 1990.
2. In order to convert the working arrangement from a 260-day year to a 200-day assigned day year as of July 1, 1989, the following will be in effect:
  - (a) Any carry-over of vacation leave days or carry-over days in lieu from the July 1, 1988, to June 30, 1989, academic year will be counted as assigned days in the academic year July 1, 1989, to June 30, 1990.
  - (b) Assigned days in the 1989-90 academic year will include any days worked since July 1, 1989, and any unused vacation entitlement as in (a) above.
  - (c) Former 260-day schedules for the 1989-90 academic year will be converted to 200-day schedules.  
Former 260-day employees will be paid an annual salary for 200 assigned days in the July 1, 1989, to June 30, 1990, academic year.
  - (d) Any assigned days over 200 shall be paid at the rate of 1/200 of annual salary for each of those assigned days.
  - (e) Regular part-time employees will be paid 11200th of their annual salary for each assigned day worked since July 1, 1989.
3. The classification of Instructor - Dental Surgeon will be converted to a 200-day year on the basis of (2) above as of July 1, 1990.

Signed on behalf of the  
Saskatchewan Institute of  
Applied Science and Technology  
represented by:



\_\_\_\_\_

Signed on behalf of the  
SIAST Academic  
Bargaining Unit  
represented by:



\_\_\_\_\_

Gary Crawford

Signed this 20th day of February 1990.

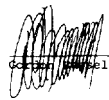
APPENDIX XI

**LETTER-OF UNDERSTANDING**

Re: Retroactive Pay

1. All employees who were not on the public service salary grid as of January 1, 1988 will have their wages rationalized to reflect the public service wage rates, retroactive to January 1, 1988.
2. The salary grid for the new Co-ordinator classification will also be retroactive to January 1, 1988.
3. In addition, all employees will receive:
  - (a) A cash payment of 8/12 of 3% of the bargaining unit average salary as at January 1, 1988, which will approximate \$720.00 to full-time employees, pro-rata to part-time.
  - (b) Pay increases as reflected in the Base Salary Schedules outlined in Appendix II of the SIAST/SGEU Academic Bargaining Unit collective agreement.
4. Employees who have left the employ of the Institute will be required to make written application to the campus at which they were last employed within 90 days of ratification of the new collective agreement in order to receive their portion of retroactive pay.

Signed on behalf of the  
Saskatchewan Institute of  
Applied Science and Technology  
represented by:



\_\_\_\_\_

Signed on behalf of the  
SIAST Academic  
Bargaining Unit  
represented by:



\_\_\_\_\_

Signed this 20th day of February 1990.

APPENDIX XII

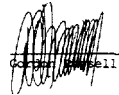
LETTER OF UNDERSTANDING

**Re:** Seniority Protection for Out-of-Scope Appointments

Notwithstanding Article 13.5.1 (d) those employees appointed to an out-of-scope position on/or after January 1, 1988 will be allowed to retain their seniority for the length of this agreement. No such employee will be allowed to accumulate seniority while occupying an out-of-scope position other than on the basis of a Temporary Performance of Higher Duties.


As of June 30, 1991, any employee remaining out-of-scope shall lose the seniority protected by this Letter of Understanding according to Article 13.5.1 (d).

Signed on behalf of the  
Saskatchewan Institute of  
Applied Science and Technology  
represented by:

  
\_\_\_\_\_

Signed this 20th day of February 1990

Signed on behalf of the  
SIASST Academic  
Bargaining Unit  
represented by:

  
\_\_\_\_\_



APPENDIX XIII

**HOURS OF WORK - PROGRAMS BY CATEGORY**

CATEGORY A ± LABORATORY/SHOP

1. Classroom/Shop	2. Classroom/Laboratory
<u>Kelsey Carnous</u>	<u>Kelsey Campus</u>
Agricultural Machinery Technician	CAD/CAM
Autobody	Chemical Technician
Carpentry	Drafting/Survey
Cooking	Food Services
H.E.M.P	Hotel/Restaurant Administration
Industrial Mechanics	I.E.T.T.
Machine Shop	Mechanical Engineering Technology
M.V.M.R.	Microcomputer Management
Parts Management Technician	Power Engineering
Pipefitting	Recreation Technology
Plumbing	Visual Media
Recreational Skills	<u>Palliser Campus</u>
Refrigeration	Architecture Technology
Retail Meat Cutting	CAD/Survey
Sheet Metal	Computer Technology
Welding	Electrical Engineering
Civil Eng./Water Technology	Electronics
<u>Palliser Carnous</u>	Instrumentation
Autobody	
Carpentry	
Cooking	
Electrical	
M.V.M.R.	
Recreational Skills	
Radio/T.V.	
Welding	
<u>Wascana Campus</u>	
Agricultural Programs	

**CATEGORY B - HEALTH SCIENCES**

**Kelsey Campus**

Animal Health/Biological Sciences  
Certified Combined Technician  
CPR/First Aid  
Diploma Nursing I  
Diploma Nursing II  
Indian Diploma Nursing  
Early Childhood Development/Personal Development Worker  
Medical Laboratory Technology  
Medical Radiation Technology

**Wascana Campus**

Core Nursing  
Community Health Services  
Dental Assistants  
Dental Hygiene I & II  
Dental Integrated Studies  
Diploma Nursing I  
Diploma Nursing II  
Early Childhood Development  
Health Records Technician  
Operating Room Technician

**CATEGORY C - LECTURE**

**Kelsey Campus**

Business Education                   - Associated Studies  
Communication Arts               - Associated Studies  
Science/Physics                   - Associated Studies  
Library Technician  
Math                                   - Associated Studies

**Palliser Campus**

Accounting  
Business Administration  
Data Processing  
Marketing  
Office Education  
Public Administration  
Related Studies

**Wascana Campus**

Associated Studies

**CATEGORY D - ADULT BASIC EDUCATION/INDIVIDUALIZED**

Kelsey Campus

A.B.E.

E.S.L.

Home Care/Special Care Aide

Hearing Impaired Program

Palliser Campus

A.B.E.

E.S.L.

Wascana Campus

A.B.E.

Access Programs

Bridging for Women

E.S.L.

Hearing Impaired

Woodland Campus

A.B.E.

E.S.L.

CATEGORY E - COMPETENCY BASED EDUCATION

1. <u>Scheduled</u>	2. <u>Unscheduled</u>
<u>Kelsey Campus</u>	<u>Woodland Campus</u>
Learning Assistance Center	Applied Arts
	Barbering
<u>Wascana Carnous</u>	Business Computer Program.
	Business Administration
Autobody	Carpentry
Building Systems Technician/ Operator	Cooking
Carpentry	Corrections
Drafting Technician	Cosmetology
Electronic Communication Technician	Electrical
E.M.T.	Forestry
Graphic Arts	Graphic Arts
Horticulture/Landscaping	Heavy Equipment Operator
Learning Assistance Center/ T.A.P.S.	Heavy Equipment Repair
Machine Shop	Integrated Resource Management
Major Appliance	M.V.M.R.
M.V.M.R.	Restaurant Management
Office Education	Office Technician
Outdoor Power Equipment Technician	Radio/T.V.
Photo Technician	Roofing
Psych.. Nursing II	Small Engines
Welding	Truck Driver Training
	Tutorial
	Welding
<u>Woodland Campus</u>	
Chemical Dependency	
Early Childhood Development	

APPENDIX XIV

**LETTER OF UNDERSTANDING**

Re: Implementation of Hours of Work-Nursing Programs  
Committee

In order to ensure a consistent, fair and equitable approach to the implementation of the Hours of Work provisions between the Nursing Programs of SIAST, a Committee will be created. The Committee will consist of:

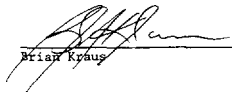
- the Dean of Health, Science and Community - Kelsey
- the Dean of Nursing - Wascana
- the Program Heads of the Nursing Programs
- one Instructor Year I Nursing, Kelsey (appointed by Union)
- one Instructor Year I Nursing, Wascana (appointed by Union)
- one Instructor Year II Nursing, Kelsey (appointed by Union)
- one Instructor Year II Nursing, Wascana (appointed by Union)
- one Human Resources person (appointed by SIAST).

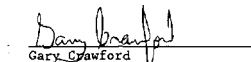
This Committee will meet to plan and develop a fair and consistent implementation strategy regarding hours of work for all nursing programs within the parameters of Article 9 of the Collective Agreement. The Committee will meet prior to September 1, 1990 and continue to meet until they have completed their task.

The decisions of this Committee will be implemented as soon as possible but will be retroactive to July 1, 1990.

Signed on behalf of the  
Saskatchewan Institute of  
Applied Science and Technology  
represented by:

Signed on behalf of the  
SIAST Academic  
Bargaining Unit  
represented by:

  
Brian Kraus

  
Gary Crawford

Signed this 15th day of August 1990