



Working Together For Sasl

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**

July 1, 1991 to June 30, 1994



SIAST

**SASKATCHEWAN INSTITUTE OF
APPLIED SCIENCE AND TECHNOLOGY**

SOURCE	Crown	
PA	91	07101
PERM.	94	06130
NO. OF EMPLOYEES	1,200	
NOMBRE D'EMPLOYES	1,200	

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 EMPLOYEE'S UNION

July 1, 1991 to June 30, 1994

08784(02)

Article of an Agreement made in duplicate this day of February, A.D. 1994.

BETWEEN

Saskatchewan Institute of Applied Science and Technology, hereinafter referred to as "SIAST" 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 cooperation 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 the 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 DEFINITIONS

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 work on a part-day basis are subject to Article 9.8.3.2.
- 1.4 "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.
- 1.5 "Employee" is a general term describing any person who is employed by SIAST and covered by the provisions of this Agreement.
- 1.6 "He", "His", "Him", "She", "Hers", or "Her" includes a reference to persons of the opposite gender wherever the facts or context so require.
- 1.7 "Institute" refers to Kelsey, Palliser, Wascana and Woodland and for purposes of agreement administration, the Secretariat.
- 1.8 "Job Description Plan" means and includes the classes of positions which have been established by SIAST, the class specifications and the rules for the continuous administration of and amendments thereto.
- 1.9 "Locale" means the community where an employee normally works
- 1.10 "Pay Plan" means the scales of pay as contained in Appendix II
- 1.11 "Permanent Employee" means an employee who has successfully completed the probationary period on initial appointment.
- 1.12 "President" means the Chief Executive Officer of SIAST, or his designate.
- 1.13 "Principal" means the Management Head of each institute, or his designate.
- 1.14 "Probationary Employee" means an employee who has not competed the probationary period on initial appointment.
- 1.15 "Program" means a sequential course of studies in which a student may enrol, or an administrative grouping of courses identified ~~as~~ a program.

- 1.16 "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.
- 1.17 "Prorata Basis" means prorated according to the assigned days worked as a percentage of two hundred (200) days.
- 1.18 "Regular Full-Time Employment" is ongoing, full-time employment.
- 1.19 "Regular Part-Time Employment" is ongoing, less than full-time employment, involving part days, part weeks, part months, or part years.
- 1.20 "SIAST" means the Saskatchewan Institute of Applied Science and Technology (SIAST) pursuant to The Institute Act.
- 1.21 "Term Employment" means employment to a maximum of thirty (30) assigned days or less than sixty (60) calendar days.
- 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 SIAST 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.
- 3.2 Without being limited to the specifics of the following, SIAST agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with regard to any employee in the matter of hiring, wage rates, training upgrading, promotion, transfer, lay-off, discipline, classification, discharge, educational leave or otherwise by reason of age, race creed, colour, national origin, political, familial or religious affiliation, sex or marital status, sexual orientation, physical and mental disabilities, nor by reason of membership or activity in the Union.
- 3.3 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 honouring the picket line.
- 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.
- 3.3.2 On signed authorization by an employee, SIAST shall deduct, on behalf of the Union, all initiation fees, dues, assessments, or levies, uniformly required from the pay cheque of each employee, each month, who as a condition of employment is required to submit such initiation fees, dues, assessments, or levies. SIAST shall remit the same to the 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 Institute, along with work locations will be sent concurrently to the Union Chairperson at each Institute.
- 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 employer 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 Employer shall indicate the amount of union dues paid by each Union member.
- 3.3.5 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and provide the new employee with the list of Union representatives provided to the Employer by the Union.
- 3.3.6 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 Employer shall allow the Union to conduct educational and business functions for employees on the Employer's premises. Such approval shall not be unreasonably withheld.
- 3.5 The Employer shall allow the Union to post notices and information of interest to the employees on bulletin boards designated for the use of the Union.
- 3.6 Written notice of any change in the amount of monthly dues must be given to the Employer by the Union at least thirty (30) calendar days in advance of the date that the change is to be effective. The deduction shall be remitted in accordance with Article 3.3.2 during the month next following notice of the change.
- 3.7 Indemnity
- SIAST will undertake to develop and implement a policy covering **all** employees on indemnity by June 30, 1994, that provides, at a minimum, the level of coverage provided by the Public Service Commission Indemnity Policy.
- 3.8 Harassment
- 3.8.1 Statement of Agreement by the Parties
- 3.8.1.1 To create an harassment-free workplace, the parties are committed to the joint development of proactive programs to attempt to eliminate harassment. The parties further agree harassment in the workplace will not be tolerated. All employees are encouraged to use this policy prior to involving outside agencies. This process will abide by the principles of fundamental justice and will not infringe on the Canadian Charter of Rights and Freedoms and other applicable statutes.

3.8.2 Definition of Harassment

3.8.2.1 Harassment is defined **as** any unwelcome or unwanted action by any person against another. It can be a non-verbal, verbal or physical action or display of materials of a sexual or non-sexual nature, on a single or repeated basis, which humiliates, **insults**, degrades, threatens or intimidates.

"Unwelcome" or "unwanted" in this context means any actions which the harasser knows, or reasonably ought to know, are not desired by the victim of harassment.

Harassment is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control.

Harassment is not a) bona fide work related interaction such **as** work assignment, performance feedback, counselling or disciplinary action or b) normal social contact between people based on a position of equality or mutual consent.

3.8.3 Roles of the Parties

3.8.3.1 The Union will:

- a) recognize that every member has the right to be treated with dignity and respect, and to work in a workplace free of harassment.
- b) not condone or tolerate any harassment.
- c) support and encourage its members to speak out and confront harassers.

3.8.3.2 The Employer will:

- a) attempt to provide a workplace free of harassment.
- b) recognize that in order to end harassment, it **is necessary** to confront and provide the opportunity to correct the harasser's behaviour. The Employer, therefore, agrees **to** create an atmosphere where harassed persons will feel comfortable and secure in bringing forward complaints and in confronting the alleged harasser and/or harassment.
- c) ensure that every employee is aware that the workplace is **to** be free **of** harassment.
- d) provide training **to** all employees pertaining to harassment in the workplace.

3.8.4 Complaints Procedure

3.8.4.1 Obligation:

It is the responsibility **of** the Employer to ensure that complainants **and** witnesses to harassment are protected from intimidation or repercussions after reporting incidents, including any subsequent investigation. Protection may also be appropriate when effecting the final decision on the complaint.

3.8.4.2 Procedure for Handling Harassment Complaints:

- a) All complaints of harassment shall be covered by this Article **and** dealt with in a serious manner.
- b) Leave without **loss of** pay, for employees, shall be allowed by the Employer for any proceedings under this Article.
- c) All proceedings under this Article are confidential. Breach of confidentiality shall be subject to disciplinary action.
- d) No information relating to the alleged harasser's or the complainant's personal background, lifestyle, mode **of** dress, etc., will be admissible during proceedings under this Article **unless** directly related to the incident in question.
- e) **In** the event that the alleged harasser and the complainant are members of the Union, the Employer agrees to allow each their right to union representation.

3.8.4.3 Step 1 (Informal):

- a) Any complaint may be lodged in confidence with a Union **or** management official of their choice, or a formal complaint may be lodged directly at Step 2. In either case, the recipient **of** the complaint shall immediately notify the other party and together they will notify the alleged harasser of the complaint.
- b) The complaint shall be investigated by the two parties in confidence and an honest attempt will be made to achieve resolution.
- c) If a satisfactory resolution is achieved, the process ends here
- d) If no satisfactory resolution is achieved, then Step 2 is implemented.

3.8.4.4

Step 2 (Formal):

- a) A formal complaint shall be submitted concurrently in writing, to the Principal, and to the Union chairperson.
- b) Upon receipt of the signed written complaint, the Principal shall (i) determine whether the alleged harasser or complainant should be removed and/or reassigned from the immediate workplace; (ii) advise the alleged harasser of the full details and scope of the complaint, **name** of accuser; and (iii) set up a board within five (5) calendar days to investigate the complaint.

The board shall consist of one (1) union representative, one (1) management representative and **an** independent chairperson. **The** Chairperson is to be selected by rotation from **an** agreed to list for each Institute **as** established by negotiations or may be a different person who is mutually agreed to. (No representative on the board shall be from the work unit where the incident is alleged to have occurred.) The parties to this Agreement may mutually agree to the board being established as a single chairperson. In this event, the board will be considered to be duly established and have the same authority **as** that of a three-person board.

The parties will equally share the fees and expenses of the chairperson and other common expenses of the board.

- c) It is agreed that as a general principle the alleged harasser be the one removed from immediate assigned work area. However, in exceptional circumstances (factors such as the emotional and mental health of the complainant), the complainant may be removed.
- d) An opportunity for all parties affected to be heard, will be provided, in whatever manner is deemed appropriate by the board.
- e) A response containing a decision and recommendations will be submitted in writing within twenty **(20)** days to the union chairperson and principal. This time limit may be extended by mutual agreement of the union chairperson and principal.
- f) The three (3) person investigative board shall have jurisdiction to determine if there is harassment. If so, it shall recommend to the Employer appropriate action, up to and including counselling, permanent removal from the workplace or other remedial/disciplinary action. They shall also recommend a time frame for implementation.

The board shall have the authority to determine whether a complaint is frivolous or vindictive **and** to recommend the appropriate course of action in such cases.

- g) As this process for resolution of a complaint is similar to the grievance procedure, a complainant is precluded from using the grievance procedure in cases of a complaint of harassment.

NOTE: Confidentiality shall not preclude one's ability to investigate or accumulate information regarding any case being investigated under this language.

ARTICLE **4** **APPOINTMENTS**

4.1 Re-Employment Lists

4.1.1 The Employer shall establish and maintain one (1) re-employment list for regular full-time employees and, for each institute 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 regular full-time or regular part-time position with the Employer.
- (b) at the expiration of thirty-six **(36)** consecutive months.

4.3 Notification of Current Address

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

4.4 Filling Positions

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

- (a) be posted at all Institutes of SIAST.
- (b) be posted at all locales where the Employer 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 Employer 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 institute locale.
 - (iii) be mailed to employees on the institute, 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 institutes of SIAST.
 - (ii) be posted at all locales where the employer has three **(3)** or more regular part-time employees.
 - (iii) be mailed to employees on institute 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 which are greater than thirty (30) assigned days or encompass more than sixty (60) calendar days will be posted and filled as regular part-time.
- 4.4.3** Supervisory Assignments - Postings
- 4.4.3.1** Supervisory assignments will be posted only at the institute locale at which they actually occur.
- 4.4.4** Transfers/Reassignments
- 4.4.4.1** Notwithstanding **4.4.1**, **4.4.2** and **4.4.3.1** above, the Employer may reassign the duties of, or transfer, an employee within his program. All transfers will be posted with an incumbent subject to challenge.
- 4.5** Job Postings
- 4.5.1** Postings referred to in Articles **4.4.1**, **4.4.2** and **4.4.3.1** 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 employees 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 Employer temporarily filling ~~an~~ assignment with a term employee in order to meet program needs of the Institute to ~~a~~ maximum of thirty (30) assigned days or less ~~than~~ sixty (60) calendar days, except where circumstances warrant, the Institute 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 Employer may elect to advertise outside simultaneously with the internal posting of positions.
- 4.7.2** No new employee shall be hired until the applications of the present employees and those persons applying from the re-employment lists of the Employer have been considered.
- 4.8** Appointments
- 4.8.1** Appointments, supervisory assignments, promotions, voluntary transfers and voluntary demotions, ~~as~~ a result of an employment competition, will be made on the basis of the following factors:
- (a) qualifications, skill, ability and experience of the individual ~~as~~ it relates to the specific job for which selection is being done, and
 - (b) seniority.
- 4.8.1.1** Supervisory Assignments
- 4.8.1.1.1** Supervisor Assignments - Instructors
- Applicants for any supervisory assignment must come from faculty directly instructing within the program(s) area.
- 4.8.1.1.2** Supervisory Assignments - Counsellors
- Applicants for any supervisory assignment must come from Counsellors directly working within the counselling area.

- 4.8.2 Relative Equality
- 4.8.2.1 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 Evaluation of Qualifications, Skill, Ability & Experience
- 4.8.3.1 In evaluating the qualifications, skill, ability and experience the Employer shall do so in a way that is bona fide, fair, reasonable, non-arbitrary and nondiscriminatory. The Employer 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 Employer 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 an employee, after being appointed to the position, will carry forward seniority and all other applicable benefits earned in the Administrative Support Unit.
- 4.12 Employee Status
- 4.12.1 The Employer agrees to review the number of assigned days worked by regular part-time employees with a view to changing these assignments to regular full-time should the available work warrant it. Where any position is changed to regular full-time the incumbent will be appointed subject to challenge.
- 4.12.2 A regular full-time employee who is assigned two hundred (200) days or is assigned contact hours up to his/her category cap will retain the status of regular full-time.
- 4.13 Job Sharing
- 4.13.1 Job sharing is the voluntary sharing of a permanent position in a structured manner by two (2) persons, one (1) of whom is the permanent regular full-time incumbent of the position.

4.13.2

Initiation and Approval

Only the permanent regular full-time incumbent of a position *can* initiate a request to establish a job share arrangement. Approval of the job share request resides with the Employer; such an approval will be subject to the feasibility of accommodating the request to operational requirements and such approvals will not be unreasonably withheld.

The proposal to establish a job sharing arrangement is initiated by the employee through an application to his/her immediate out-of-scope supervisor.

4.13.3

Duration, Renewal, Termination

An approved job sharing arrangement shall be for a maximum of one (1) year.

An existing job sharing arrangement can be renewed for additional periods, each not exceeding one (1) year by following the same steps set out in Article 4.13.2 (above) - e.g. employee applies, management approves.

An existing arrangement will end at the end of the agreed term in the absence of agreement to renew. An agreement may be terminated by the participating employee, or the Employer on sixty **(60)** working days notice. This notice to terminate will be concurrently provided to the regular part-time employee participating in the job share arrangement. By mutual agreement of the employee and the Employer, the sixty **(60)** working day notice period may be shortened.

4.13.4

Staffing the Shared Position

The job shared position will be occupied by the permanent regular full-time incumbent **of** the position on a reduced time basis.

The permanent regular full-time incumbent will be allowed to reduce their workload by no more than seventy-five **(75)** percent.

The remainder of the job shared position will be filled by a regular part-time employee appointed in accordance with Article 4.4.2 of the Collective Agreement.

Where, during the term of a job sharing arrangement, the employment of the regular part-time participant terminates, the permanent regular full-time incumbent may be required to reassume working regular hours pending the appointment of a replacement regular part-time employee.

4.13.5 Benefits

Permanent employees who job share shall retain all benefits accumulated prior to the commencement of the job share arrangement. All benefits and seniority shall continue to accrue, and be expended, on a pro-rata basis for the permanent regular full-time employee involved in the arrangement. Employees will make pro-rata contributions relative to time worked, subject to the existing benefit plans as outlined in this Collective Agreement.

4.13.6 Reversion Rights

On the termination of the job share arrangement, the permanent regular full-time employee will revert to regular full-time schedule of the position occupied.

4.13.7 Existing job sharing arrangements will be reviewed within thirty (30) days of the signing of the current Collective Agreement to ensure that they meet the criteria as established herein.

4.14 Extension Classes

4.14.1 Employees interested in extension contract assignments may provide a resume to the appropriate coordinator. It will be the responsibility of the employees to keep their resumes current.

ARTICLE 5 LAY-OFF

5.1 Lay-offs of Permanent Regular Full-time Employees

5.1.1 The Employer is committed to an open, cooperative approach to its staff and ~~as~~ such recognizes the value of consultation. It is understood this consultation is intended ~~as~~ a courtesy and is not intended to prevent or restrict the Employer from managing. When circumstances permit, should the Employer plan to 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 Employer and the Union will meet to discuss circumstances and implications of planned lay-offs.

5.2 Method of Lay-off for Permanent Regular Full-time Employees

5.2.1 An Employer representative will meet with the laid off employee within three (3) working days of the employee's receipt of notice of lay-off to discuss the laid ~~off~~ employee's bumping options and to prepare a tentative list of potential bumps.

5.2.2 Notice or Calculation of Pay in Lieu

5.2.2.1 Permanent regular full-time employees who have been laid off shall receive not less than sixty (60) calendar days notice of lay-off or pay in lieu thereof. For purposes of calculating calendar days notice under this Article, notice of lay-off shall be deemed to be effective on the day notice of lay-off is given or the day the employee is advised that he/she has been bumped or laid off. Pay in lieu of notice will be ~~2/12~~ of the employee's annual salary, subject to the following:

- (a) if the employee is not required by the Employer to work any assigned days during the notice period the employee will receive two (2) months pay in lieu of notice.
- (b) if the employee is required to work any assigned days during the notice period he/she will be paid ~~1/200~~ for each day worked and will receive two (2) months pay less salary earned during the notice period.

5.2.2.2 On the date of notice of lay-off an initial pay reconciliation calculation will occur.

5.2.2.3 At the conclusion of the notice period a final pay reconciliation shall be made in accordance with Article 9.8.1.2.

- 5.2.2.4** Days worked during the notice period will **be** in accordance with the **needs** of the Employer, **as** expressed by the employee's assigned day profile, to a maximum of two hundred **(200)** assigned days. Notwithstanding the foregoing, the Employer may, at its discretion, reduce the number of days assigned during the notice period. If the notice period carries over into the next academic year, the employee will not be assigned days after June 30.
- 5.2.3** 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 lay-offs are planned may request to be laid off, and if granted, shall receive severance pay **as** per Article 9.9.
- 5.2.4** A permanent regular full-time employee who is laid-off or bumped may elect one (1) of three **(3)** options:
- (a) bump, if eligible, in accordance with Article **5.2.4.1**
 - (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 9.9
- 5.2.4.1** **A** permanent 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, skills, ability and experience *to* perform the work required. Such accumulated seniority shall be applied to bump in the following order:
- (a) bump into an existing regular full-time position which has been posted but is not yet filled at the date of the Employer's receipt of the employee's election to bump, subject to challenge from more senior employees on the regular full-time re-employment list, own locale. **A** position shall be deemed filled on **the** date a written offer is made to the successful applicant.
 - (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 it will be targeted in the following order to minimize disruptions **to** the Employer's program delivery services:

- (d) bump into an existing regular full-time position which has been posted but is not yet filled at the date of the Employer's receipt of the employee's election to bump subject to challenge from more senior employees on the regular full-time re-employment list, other locale. A position shall be deemed filled on the date a written offer is made to the successful applicant.
- (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.

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

5.3 Lay-off of Permanent Regular Part-time Employees

5.3.1 A permanent 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.

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

- (a) to be placed on the institute re-employment list for the institute at which she was most recently employed.
- (b) to resign and take severance pay in accordance with Article 9.9.
- (c) to bump provided that:
 - (i) he 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 Employer, 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 he chooses to bump would not give him more than the equivalent of full-time employment for the academic year, and
- (iv) the assignment into which he elects to bump on the date the bump is to take effect, has more than thirty (30) assigned days remaining.

5.3.3 A permanent employee referred to in Article 5.3.2 above who has elected to bump may, subject to Article 5.3.2 above:

- (a) bump into an existing regular position, same Institute, which has been posted but **is** not yet filled at the date of the Employer's receipt of the employee's election, subject to challenge from more senior employees on the re-employment lists. A position shall be deemed filled on the date a written offer **is** made to the successful applicant.
- (b) bump another employee in this order:
 - (i) the most junior employee, same program, same institute;
 - (ii) the most junior employee, same institute.

5.3.3.1 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 and including 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 5.3.3. (a) and (b), for the purpose of targeting, the employee will attempt to gain reasonable employment in this order:

- (i) a regular vacancy;
- (ii) most junior regular employee;
- (iii) the next most junior regular employee, and so on

5.3.4 SIAST shall not pay any relocation costs or travel expenses associated with an employee's election, in Article 5.3.2 and 5.3.3 above, to bump to another work locale at the Institute.

5.4 Permanent employees who are laid off by the Institute may have their names placed on a re-employment list for a period of thirty-six (36) calendar months from the date of lay-off. Such employees may, while on the re-employment list elect to resign and be paid severance pay in accordance with Article 9.9. Employees on the re-employment list will be expected to apply for job postings of the Institute.

5.5 A permanent employee who has been laid off or bumped may opt to resign and collect severance pay as per Article 9.9 at any time prior to accepting a re-employment option.

See Appendix XV for additional information.

ARTICLE **6** **SENIORITY**

6.1 Definition of Seniority

6.1.1 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.

6.1.2 All employees transferred to SIAST on January 1, 1988, will be credited with accumulated days of seniority acquired while employed by the Public Service of Saskatchewan and the urban community colleges and the Advanced Technology Training Centre.

6.2 All Employees Have Seniority

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

6.3 Seniority List

6.3.1 The Employer shall post and send to the Union an up to date seniority list by July 31 of each year. Such a list will include the accrued seniority of each permanent employee up to June 30.

6.3.2 The Employer will prepare a seniority list showing all employees' names, the date upon which the employee's service commenced and the total length of service for each employee. If an employee does not have two hundred (200) assigned days of service she will be designated as probationary on the seniority list. Seniority will be credited after the successful completion **of** the initial probationary period. The initial probationary period is two hundred (200) assigned days.

6.3.2.1 A separate list for term employees will be created. This list will show the employee's total length of service and start date. **A** term employee's seniority will become part **of** the total seniority when she achieves full-time or part-time employment.

6.3.3 The seniority list, **as** calculated to June 30, 1991, shall be conclusive for **all** purposes for seniority acquired by an employee prior to June 30, 1991 and shall not be subject to any challenge. Any employee missed in that process that has service prior to June 30, 1991, will have their seniority previous to June 30, 1991 calculated on the basis of the Letter of Understanding found at Appendix **XI**.

6.3.4 The seniority list of June 30, 1991, as ratified by the parties, shall be considered part of this Collective Agreement.

- 6.3.5 In those cases where seniority is identical, the employee's start date will be the deciding factor. **The** employee with the earlier **start** date will be judged to be more senior. Ties will be broken by a mutually agreed upon process. A Union Observer will be present during this process.
- 6.4 Seniority on Out-of-Scope Temporary Performance of Higher Duties
- 6.4.1 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 9.6.1 shall count that time **as** seniority.
- 6.5 Loss of Seniority
- 6.5.1 Seniority shall be broken by reason of:
- a) resignation;
 - b) termination without reinstatement;
 - c) after thirty-six (36) months on the re-employment list;
 - d) Appointment to an out-of-scope position, other than on TPHD.
- 6.5.2 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.
- 6.6 Seniority Calculation
- 6.6.1 Seniority for regular part-time employees who regularly work part-days will be calculated on the same prorated basis **as** outlined in Article 9.8.3.2.
- 6.6.2 Seniority for all other employees will be calculated on the basis of one (1) day's seniority for each assigned day.

ARTICLE **7** **JOB DESCRIPTION PLAN**

- 7.1 The Employer 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.
- 7.2 The Employer shall provide a current copy of all job descriptions to the Union at their request.
- 7.3 When the Employer proposes to establish a new classification within the scope of this Agreement, it shall give notice of intention to the Union, and the Employer and Union will negotiate the rates or ranges of pay applicable to the new classification.
- 7.4 If the Employer 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 8 RECLASSIFICATION

8.1 Changes in Classification

8.1.1 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~~ Employer will review ~~the~~ position and notify the employee and/or the Union of the results.

8.2 Approved Changes

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

8.3 Disputes

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

8.4 Appointments and Challenges

8.4.1 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.

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

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

8.4.4 If the challenge is successful, the most senior challenger shall be appointed, and the incumbent prior to the challenge shall be laid off and exercise their options ~~as~~ contained in ~~the~~ Collective Agreement.

8.5 Time Period to Qualify

8.5.1 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 5.

8.5.2 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 5.

ARTICLE 2 PAY ADMINISTRATION

9.1 Rates of Pay

9.1.1 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.

9.1.2 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.

9.2 Annual Increments

9.2.1 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.

9.2.2 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.

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

9.3 Changes in Pay Range

9.3.1 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.

9.4 Re-Employment

9.4.1 Where, as a result of a competition or in accordance with Article 5 , 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).

9.4.2 Where, as a result of a competition or in accordance with Article 5 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.

- 9.5 Pay on Reclassification, Promotion, Demotion and Transfer
- 9.5.1 Incumbents of positions moved upward **as** a result of a classification review will be treated, for salary purposes, **as** per Article 9.5.2 (a). Incumbents of positions moved downward will be treated as per Article 9.5.2 (c).
- 9.5.2 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.
- 9.5.3 In Article 9.5.2 (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.
- 9.5.4 No salary movement **as** described in Article 9.5.2 above shall change an employee's increment date.
- 9.5.5 An employee being promoted will be given the greater of the salary he would receive in accordance with the provisions of Article 9.5.2 (a) or Appendix I.
- 9.6 Temporary Performance of Higher Duties (TPHD)
- 9.6.1 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.
- 9.6.2 Remuneration shall be payable under this subsection for **all** assigned days worked.
- 9.6.3 Substitution shall not exceed ninety (90) assigned days. Extensions may be granted by agreement between the Employer, the employee and the Union.
- 9.6.4 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.

- 9.7 Pay Periods
- 9.7.1 Regular full-time and/or other employees, when it is known at the time of appointment that the period of their employment will be on a full-time basis for a minimum duration of ninety (90) consecutive calendar days, will be paid monthly. Employees paid monthly will be paid on the last working day of each month.
- 9.7.2 Regular part-time and term employees shall be paid bi-weekly. Pay will normally be issued twelve (12) calendar days from the end of the pay period. If a statutory holiday falls on a Monday in the following pay period, pay will be issued on the thirteenth (13) day.
- 9.7.3 All employees will receive their pay by direct electronic deposit to the bank or credit union of their choice.
- 9.7.4 Every employee shall receive a statement showing the gross amount earned, itemized deductions therefrom and the amount payable.
- 9.7.5 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.
- 9.7.6 Employees shall receive a detailed statement by month on retro pay.
- 9.8 Pay and Reconciliation
- 9.8.1 Reconciliation
- 9.8.1.1 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 31 of the same year.
- 9.8.1.2 In the event a full-time employee is dismissed, resigns, promotes, demotes, transfers, retires, is laid *off*, or otherwise terminates his/her employment 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.

- 9.8.1.3 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 9.8.1.2 above.
- 9.8.1.4 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.
- 9.8.1.5 For the purpose of salary determination on promotion, demotion, transfer and TPHD assignments, the salary shall be determined on the basis of the monthly rates.
- 9.8.2 Pay for Regular Full-time Employees
- 9.8.2.1 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.
- 9.8.3 Pay for Regular Part-time Employees
- 9.8.3.1 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.
- 9.8.3.2 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-rating shall be based on the portion of a day the regular part-time employee has worked compared to the category cap divided by 200.
- 9.9 Severance Pay
- 9.9.1 An employee who is bumped or laid-off may elect to receive severance pay at the rate of five (5) assigned days pay for each full year equivalent of service or part thereof. Severance pay is a payment to an employee to ease the effects of involuntary separation through lay-off. It is not compensation for past services.
- 9.9.2 Eligible years for the purposes of severance pay will include ~~all continuous salaried~~ employment with the Employer. For those employees with the Institute as at January 1, 1988, eligible years of service will include continuous salaried employment with the urban community colleges, the Government of Saskatchewan, or the Advanced Technology Training Centre.

9.10	<u>Travel and Sustenance</u>		
9.10.1	<u>Travel</u>		
9.10.1.1		<u>Ordinary</u>	<u>North of 54th Parallel</u>
	Kilometre Rate	27.70	29.82
9.10.2	<u>Incidental Kilometre Expenses</u>		
9.10.2.1	The allowance payable to employees authorized on an incidental basis to use privately owned vehicles for Institute business is as follows:		
	1.	Car: Subject to a minimum allowance of \$3.00 per day, \$1.50 per hour (pro-rated for shorter periods) for actual usage to a maximum of \$6.00 per day or 27.70 cents/km, whichever is the greater.	
	2.	Truck: Subject to a minimum allowance of \$3.00 per day (112 or 3/4 ton) - \$2.00 per hour for actual hauling time to a maximum of \$7.00 per day, or 29.40 cents/km, whichever is the greater.	
9.10.2.2	<u>Review of Kilometre Allowances</u>		
9.10.2.2.1	First Review - effective June 1, 1993 the rate applicable to ordinary kilometres shall be adjusted by an amount which, subject to 9.10.2.3.2 is the same percentage as was the percentage change in the average of the Regina and Saskatoon Private Transportation Indexes as published by Statistics Canada for April 1993 over October 1991.		
9.10.2.2.2	The amount yielded by the procedure set out above will be rounded to the nearest 100-hundredth (100th) of one (1) cent.		
9.10.2.2.3	Second Review - the date of October 1, 1993 shall be substituted for June 1, 1993 and the month of August 1993 shall be substituted for April 1993 where they appear in the first review.		
9.10.2.2.4	Third Review - the date of April 1, 1994 shall be substituted for June 1, 1993 and the month of February 1994 shall be substituted for April 1993 where they appear in the first review.		
9.10.2.2.5	Adjustments applicable to rates in 9.10.2.1 for ordinary kilometres shall also apply to kilometres north of the 54th parallel and to kilometre rates in 9.10.2.1.		
9.10.2.2.6	The adjustments, if any, derived through the application of the first, second or third review shall be applied to the rates set out in 9.10.1.1 and 9.10.2.1.		

9.10.3 Hotel Accommodation

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

9.10.3.2 An amount of **\$15.00** per night (no receipt necessary) will be paid for accommodation **in** private residences or **in** private trailers.

9.10.3.3 Accounts in excess of fifteen dollars (**\$15.00**) per night for accommodation in private residences will be accepted only when accompanied by a receipt and a signed statement from the employee that no other accommodation was available.

9.10.4 Meals

9.10.4.1 Ordinary:

Per diem allowance **\$24.61**

For partial days:

Breakfast **6.05**

Dinner **7.86**

Supper **10.70**

NOTE: The above rates have been increased **to** include GST

9.10.4.1.1 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.

9.10.4.1.2 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.

9.10.4.2 On Institute Business Outside the Province

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

9.10.4.2.2 Meals

Ordinary:

Per diem allowance \$32.10

For partial days:

Breakfast 7.49

Dinner 8.56

Supper 16.05

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

NOTE: The above rates have been increased to include GST.

9.10.5 Incidental Expenses

9.10.5.1 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.

9.11 Northern Allowance

9.11.1 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 \$150.00 per month over and above their basic rate of pay for each full month stationed there.

9.12 Relocation Allowance

9.12.1 Except **as** specifically provided elsewhere in this Agreement, an employee who is required to change locale as per Appendix III, shall be entitled to the relocation allowances contained therein.

9.12.2 Acceptable Housing is Not Available

9.12.2.1 An employee required to travel to communities where acceptable housing is not available shall be paid mileage from the nearest community in which housing is available to their place of work.

9.13 Protective Clothing And Personal Loss

9.13.1 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.

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

9.13.3 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.

9.13.4 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.

9.14 Danger Pay

9.14.1 Employees instructing inmates at the Saskatchewan Penitentiary, the Provincial Correctional Centres and the Regional Psychiatric Centre shall receive the penitentiary factor allowance of eight dollars (\$8.00) per assigned day and such increases ~~as~~ negotiated between the federal government and PSAC.

9.15 Payment of Professional Fees

9.15.1 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.

9.16 Shift Differential

9.16.1 In addition to the regular rates of pay, a shift differential in the amount of 70 ~~cents~~ per hour shall be paid for all hours assigned between the hours of 6:00 p.m. and 7:00 a.m. Shift Differential shall not be a part of basic wage rates or be used in calculating overtime rates, nor shall it be paid for any hours for which overtime rates are being paid.

ARTICLE 10 PRORATION

10.1 On Initial Employment

10.1.1 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.

10.1.2 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.

10.1.3 The Employer may request, from the Institute 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.

10.2 Changes in Classification

10.2.1 An employee who changes classification shall serve another probationary period of two hundred (200) assigned days.

10.2.2 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.

10.2.3 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.

10.3 On Re-Employment

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

10.4 On Bumping

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

10.5 On Reclassification

10.5.1 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.

10.6 Probation on Voluntary Transfer

10.6.1 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.

10.7 Assessment While on Probation

10.7.1 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.

10.8 The Employer 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 11 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 complementary function is considered as the administrative activity required by an employee to provide a quality program.

11.1 Work Year

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

11.2 Instructional Assignments

11.2.1 An assigned hour is an instructional student contact **hour** assigned by SIAST.

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

11.2.2.1 An assigned contact hour may include up to 10 minutes for activities other than direct student contact. These activities may include: moving to different classrooms, accessing resources, moving equipment, etc. These activities can occur at the appropriate time (beginning, middle or end) within scheduled contact hours but cannot be accumulated for the purpose of altering the start/stop times of the day. Up to 10 minutes can be pro-rated for classes greater or lesser than 60 minutes. A contact hour is 60 minutes including any break assignment that may or may not have occurred.

11.2.3 Category Caps

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

<u>Category</u>		<u>Maximum</u>
A.	Laboratory/Shop	
1.	Classroom/Shop	900
2.	Classroom/Laboratory	825
B.	Health Sciences	825
C.	Lecture	625
D.	A.B.E./Individualized	1000
E.	C.B.E.	
1.	Scheduled	1100
2.	Unscheduled	1200

11.2.3.2 As per Article 1.17, a regular part-time instructor's category cap will be pro-rated in accordance with assigned days. **The** formula is **as** follows:

$$\frac{\text{Assigned Days}}{200} \times \text{Category Cap} = \text{Pro-rated Category Cap}$$

11.2.3.3 An Instructor who works on a part-day basis will have their daily cap determined on the basis of the category cap divided by 200. It is expected that the Instructor will complete the complementary functions associated with the assigned hours.

11.2.3.4 Calculation of Maximum Complementary Functions

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

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

$$DDD = 1450 - AAA$$

AAA = Annual Category Cap

11.2.4 Instructors appointed **as** Program Heads/Department Heads shall have their instructional contact hours reduced by **an** amount determined by the Dean in consultation with the Instructor.

- 11.2.5 The current listing of program categories is as contained in Appendix XIII and may be reviewed at each round of bargaining by the parties for correctness of categorization.
- 11.2.6 Determination/Review of Category Cap
- 11.2.6.1 The category of any new or substantially changed program will be determined by the Dean after consideration of the subject matter, instructional methods, and instructional environment. The Union and affected employee(s) will be notified of the decision and will have the option to appeal as per Article 11.7.
- 11.2.6.2 Requests for reviews of category caps for existing programs may be made by employee(s) and/or the Union to the Appeal Committee, after consultation with the appropriate Dean. If the request for a program category change is successful it will become effective at the beginning of the academic year following, unless agreed to be implemented at an earlier date, by mutual agreement between the parties.
- 11.2.7 SIAST recognizes that these maximums are not a goal for assigned hours but represent a guideline not to be exceeded.
- 11.2.8 The assigned student instructional contact hours of a regular full-time Instructor may vary below the established category caps.
- 11.2.9 Determination of Extra Pay
- 11.2.9.1 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

- 11.2.9.2 The amount of extra pay for a regular part-time Instructor will be determined by the following formula:

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

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

11.2.10 Determination of Time Off

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

- 11.2.10.2 The determination of time off will be calculated by the following formula:

$$\frac{BBB}{X}$$

$$\frac{AAA}{200} = X$$

A A A = Annual Category Cap
B B B = Hours exceeding the Category Cap

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

- 11.2.12 Whenever possible Instructors will have days assigned for program maintenance at **the** Program Head's discretion and the Dean's approval.

- 11.2.13 There will be no split-shifting.

- 11.2.14 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.

- 11.2.15 Travel time **for** Instructors assigned to a location other **than** their assigned locale will be included within the assigned days on the Instructor's two hundred (200) day profile. **These hours** do not constitute instructional contact hours, but will be recognized **as** part of a combined assignment.

11.2.16 Where an instructor has a combined instructional assignment the formula will be:

$$\left[\left(\frac{A}{B} + \frac{C}{D} \right) - 1 \right] \times 200 = \text{ExtraDays}$$

A = Assigned instructional hours in the first (1st) program.

B = Cap of first (1st) program.

C = Assigned instructional hours in the second (2nd) program.

D = Cap of second (2nd) program.

Compensation will be made as per Article 11.2.11

11.3 Non-instructional Assignments

11.3.1 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.

11.3.2 When an employee works in excess of the amount set out in Article 11.3.1 then he 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**)

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

11.3.4 There will be no split-shifting.

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

11.4 Instructional and Non-instructional Combined Assignments.

11.4.1 Any Instructor, regardless of designated category, can be designated by management as a combined assignment for part or all of the two hundred (200) day assignment.

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

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

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

A = Assigned instructional hours
B = Maximum assigned instructional hours
C = Assigned non-instructional time
D = 1450

Compensation will be made as per Article 11.2.11.

- 11.4.4** Travel time will be applied to an employee in this category on the basis of Article 11.2.15 and 11.3.3.

- 11.4.5** Instructors appointed as Program Heads/Department Heads shall have their instructional contact hours reduced by an amount determined by the Dean in consultation with the Instructor.

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

- 11.4.7** 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.

11.5

- 11.5.1** 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.

11.6. Additional Hours

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

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

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

A = Assigned instructional hours
B = Maximum assigned instructional hours
C = Assigned non-instructional time
D = 1450

11.7 Hours of Work Appeal Procedure

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

11.7.2 There will be a SIAST/SGEU Hours of **Work** Advisory Committee established

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

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

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

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

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

11.7.8 If a dispute cannot be resolved by this Committee the dispute will be referred to an **Hours of Work** Arbitrator. The Arbitrator will be jointly selected by the Institute Committee Chairperson(s) and the Principal(s) involved.

11.7.9 The Arbitrator will make a binding decision.

ARTICLE 12 UNASSIGNED DAYS

- 12.1 For all employees unassigned days shall be deemed to be full compensation for vacation leave and designated holidays.
- 12.2 ~~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.
- 12.3 An employee may waive his right to six (6) consecutive weeks of unassigned days and/or his right to unassigned days in July or August as outlined in Article 11.2 above. Such employees shall complete ~~the~~ prescribed "Waiver of Unassigned Days" 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 Institute Committee Chairperson.

ARTICLE 13 TECHNOLOGICAL CHANGE

- 13.1 **If** technological changes are contemplated in the operation and organization by the Employer, 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.
- 13.2 **If** the Employer 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 Employer will consult with the appropriate **staff** before making decisions related thereto.

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.
- 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 ($1\frac{1}{2}$) 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 Employer 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** An employee whose unassigned days are 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.
- 14.8** The Employer may require an employee to produce a medical certificate for any illness. The cost of any medical certificate provided will be paid for by the Employer.
- 14.9** Short-Term Medical Leave
- 14.9.1** The Employer will grant short-term leave with pay for the purposes of required visits to medical and dental offices. Any such absence of one-half ($1/2$) 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 Employer will be enroled 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 enroled in that plan. The premiums for such coverage will be paid by the Employer.
- 15.3 The employee benefits contained in Appendix XVI 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 Employer.
- 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.
- 16.1.3** The Employer 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.
- 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 Employer. 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 Employer for the full cost of such earnings and in addition the Employer's cost of benefits as follows:
- (a) for Union leave in excess of thirty **(30)** consecutive calendar days;
 - (i) 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 employer shall establish a Professional Development Fund and allocate:

\$321,000	for the 1991-92 Academic Year
\$321,000	for the 1992-93 Academic Year
\$329,025	for the 1993-94 Academic Year

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

16.4.3 Professional Development Fund - Committee

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

- (a) three (3) employees elected by Union members and approved by Union Institute Committee. Each term to be two (2) years maximum. Elections will be staggered so that a maximum of two (2) new members will join the Committee at any time.
- (b) three (3) persons appointed by local management of the institute.
- (c) Principal or his designate to act as Chairperson.

16.4.4 In addition to the committee structure defined in 16.4.3, a SIAST Professional Development Committee will be formed. The committee membership will include:

- (a) One representative from the three employees appointed by the Union at each institute;
- (b) One representative from the employees appointed by Management at each institute;
- (c) The President of SIAST, or his designate to act as Chair.

The mandate of the SIAST Professional Development Committee is to **assess** SIAST-wide professional development needs and recommend professional development priorities relative thereto.

- 16.4.5 The Institute Professional Development Committee will consider the following when developing guidelines for administration of their professional development funds:
- (a) Priorities recommended by the SIAST Professional Development Committee;
 - (b) the applicability and value of each development activity to the Institute;
 - (c) the fiscal resources of the fund;
 - (d) seniority of the applicants, since their last professional development leave;
 - (e) the benefits to the individual staff member.
- 16.4.6 The Professional Development Fund will provide for:
- (a) 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.
- 16.4.7 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.
- 16.4.8 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, for valid reasons, be granted to any employee by the Employer. The employee's request and the employer's response shall be in writing.
- 16.6.1.1 Indefinite leave is leave of an unspecified duration. Employees on indefinite leave of absence shall be required to apply for extensions annually giving proof that the original conditions under which the leave was granted still prevail.
- 16.6.1.2 Definite leave is leave of a specified duration to a maximum of two (2) years. Employees on a definite leave who require leave for more than two (2) years must apply for an indefinite leave of absence.
- 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 Any employee granted a definite leave of absence will be given seniority recognition for the days they normally would have been employed.
- 16.6.6.1 Any employee granted an indefinite leave will be given seniority recognition for the days they normally would have been employed to a maximum of 60 assigned days.
- 16.6.7 Employees may return from general leave earlier than specified only with the approval of the Employer. In granting any leaves of absence, return from leave on dates which may adversely affect Institute program operations will not be approved.
- 16.6.7.1 Employees on definite leave who wish to extend their leave or intend to resign must notify the employer, in writing, of their intention sixty (60) calendar days prior to the expiration of their leave. ~~Requests~~ for extensions to leave shall be subject to Article 16.6.1.

16.6.8 Exchange Leave/Secondment

16.6.8.1 An employee may apply to his Dean for an Exchange Leave/Secondment subject to the following provisions:

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

16.6.9 Employer-Required Upgrading Leave

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

16.6.10 Jury Duty and Court Appearance Leave

16.6.10.1 An employee shall be granted leave of absence with pay for all absences resulting from or associated with being summoned to serve on a jury or being subpoenaed **as** a witness in civil or criminal proceedings. If required by the Dean, the employee shall produce a summons or subpoena or submit other evidence as will show the necessity of attendance at court. In all cases **of** absence the employee will assign any fees received to the employer,

16.6. 1 Leave for Public Office

16.6. 1.1 The employer shall grant, on written request, a definite leave of absence without pay for a period up to one (1) year to any permanent employee to seek election in a municipal, provincial or federal election.

16.6.11.2 The employer shall grant an indefinite leave, for the term of office, to any permanent employee elected to public office as set out in Article 16.6.11.1.

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** Where the employer has just cause, an employee may be dismissed without notice. In all other cases, 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.
- 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~~ Employer. 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 Employer 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 Employer 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 SIAST 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 Employer 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 Employer 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 SIAST 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.

18.4.1

The Employer shall allow leave without loss of pay and benefits, and agrees to pay necessary expenses for those employees required to travel away from their locale for meetings arranged to discuss policy grievances as per Article **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 Employer shall grant leave and expenses which shall be applicable **as** follows:

- (a) If called by the Employer, leave without loss of pay and expenses paid by the Employer;
- (b) If called by the Union, leave without pay and expenses paid by the Union;
- (c) If called by the Arbitrator, the parties shall share equally the costs.

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.
- 19.6** Expedited Arbitration and Mediation Process
- 19.6.1** The parties shall meet every month or as often as required to review outstanding grievances filed with the employer to determine, by mutual agreement, those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (i) An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each class.
- 19.6.2** All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
- (a) dismissals;
(b) failure on probation;
(c) suspensions in excess of twenty **(20)** work days;
(d) policy grievances;
(e) grievances requiring substantial interpretation of a provision of the Collective Agreement;
(f) grievances requiring presentation of extrinsic evidence;
(g) grievances where a party intends to raise a preliminary objection;
(h) demotions.
- By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.
- 19.6.3** By mutual agreement the procedure may be used after Step 1 or Step 2 of the grievance procedure.
- 19.6.4** The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- 19.6.5** The Arbitrator shall hear the grievances and shall render a decision within two **(2)** working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

- 19.6.6 Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- 19.6.7 All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- 19.6.8 A grievance determined by either party to fall within one of the categories listed in 2. above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing.
- 19.6.9 No legal counsel will be used by either party. The Union will use elected representatives or staff representatives. The Employer will use employees of their Human Resources department.
- 19.6.10 Whenever possible the Arbitrator will attempt to mediate a settlement between the parties.
- 19.6.11 The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.
- 19.6.12 The expedited Arbitrator shall have the same powers and authority as an Arbitrator established under the provisions of Article 19 excepting Article 19.3.4.
- 19.6.13 It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- 19.6.14 Procedure Guidelines
- 19.6.14.1 (a) The Opening Statement: This should basically set out the case from each party's perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.
- i) The parties or their representatives will try to get an agreed statement of facts for presentation to the Arbitrator.
- (b) The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.
- (c) The Arguments: As agreed, the parties will not cite legal precedents, but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by the representative to ensure that all relevant clauses are put before the Arbitrator.
- i) General rules of evidence will be waived except for the rule of "onus".

- (d) **Mediation:** Representatives must accept some responsibility at this stage to assist the Arbitrator in assessing the evidence before him/her. Specifically, if the representatives can assist in assessing credibility and/or contradictory evidence, they should do so.

ARTICLE **20** **SAFETY AND HEALTH**

- 20.1 The Employer shall make provision for the safety and health of employees during **hours** of work.
- 20.2 The Employer will comply with the provisions of The Occupational Health and Safety Act and Regulations.
- 20.3 The Employer 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 Employer will transfer a pregnant employee off a video display terminal where there is a position vacant or unencumbered for which the employee is qualified. Where it is not possible, the employee shall be granted definite leave.
- 20.5 The Employer 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 Employer.
- 20.6 Adequate first aid supplies (based on Worker's Compensation Board recommendations) shall be provided at all Employer work sites and for all Employer supplied vehicles.
- 20.7 Provision for Immunizations
- 20.7.1 Where an employees' regular work assignment results in exposure to infections or communicable diseases for which there are protective immunizations, such immunizations shall be provided at no cost to the employee (subject to management approval).

ARTICLE **21** **WORKERS' COMPENSATION**

- 21.1** When an employee is injured in the performance of duties or incurs ~~an~~ industrial illness and the accident or illness is compensable under the Workers' Compensation Act, the Employer shall pay the employee the difference between the regular monthly net wage of the employee and the monthly compensation received, for a period of up to one **(1)** year.
- 21.2** In the case of regular part-time employees, the Employer will supplement ~~Workers'~~ Compensation Board payments for the normal periods of employment that have been achieved by the regular part-time employee to a maximum of one **(1)** year from the date of the compensable injury.
- 21.3** In the case of term employees, the Employer will supplement Workers' Compensation payments only for the remainder of the employee's term appointment or one (1) year whichever is less.
- 21.4** Pending receipt of payments from the Workers' Compensation Board, ~~an~~ employee shall receive advances up to the amount of normal net earnings.
- 21.5** For periods of time during which benefits are paid under this Article, ~~an~~ employee shall be entitled to earn benefits under this Agreement in accordance with Article **16.6**.

ARTICLE 22 EMPLOYEE AND FAMILY ASSISTANCE PLAN

22.1 An Employee and Family Assistance Plan will be implemented.

ARTICLE **23** **PRESENT CONDITIONS AND BENEFITS**

- 23.1** 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.
- 23.2** 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 24 COPIES OF THE AGREEMENT

24.1 SIAST and the Union **shall** share printing costs of sufficient copies of the Agreement at
a mutually agreed upon shop.



ARTICLE 25 DURATION OF AGREEMENT

- 25.1** This Agreement shall be binding and remain in effect from July 1, 1991 to June 30, 1994 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.
- 25.2** 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 26th day of February A.D. 1994, unless specifically provided.


In the presence of

In the presence of

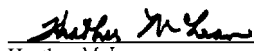
Signed on behalf of the
Saskatchewan Institute
of Applied Science and Technology
represented by:


Steve Pillipow

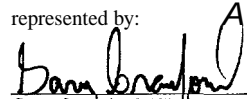

Jim Geres


Valerie Mushinski

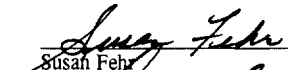

Ken Ferguson

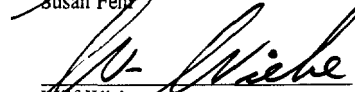

Heather McLean

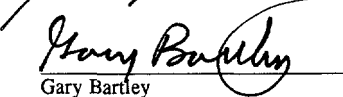
Signed on behalf of the
SIAS Academic
Bargaining Union
represented by:


Gary Crawford (Chairperson)


Florence Pearpoint


Susan Fehr


Wilf Wiebe


Gary Bartley

Signed this 25th day of April 1994

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/Dental Therapist 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 postsecondary 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/Dental Therapist 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/Dental Therapist Diploma or Dental Hygienist Diploma plus two (2) years of related post-secondary education.
- Minimum of two (2) year Technology Diploma in Instrumentation or Journeyman's Certificate in Instrumentation and considerable related experience **plus**

a Teacher's Certificate (or an additional year of related post-secondary education).

- 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/Dental Therapist Diploma plus **three** (3) years of education including a related university degree.
- Dental Nurse Diploma or Dental Hygienist Diploma plus three (3) years of education including a related university degree.
- 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 and 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.
 - (B) 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 the 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 Coordinator - Kelsey Institute or Program Supervisors, Diploma Nursing - Kelsey Institute 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).
- (9) 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 Institute.
- (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 - July 1, 1991

<u>Instructors</u>	Base	1	2	3	4	5	6	7	8	9	10
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							

APPENDIX II

WAGES

Educational Counsellors

Range I - Same as Instructor Range IV

Range II - Same as Instructor Range V

Range III - Same as Instructor Range VI

<u>Coordinator I</u>	3131	3261	3396	3541	3687	3833
<u>Coordinator II</u>	3407	3537	3666	3794	3927	4094
<u>NSIM Counsellors</u>	2637	2744	2854	2971		
<u>Interpreters</u>	1822	1872	1927	1991	2046	2118
<u>Librarian I</u>	2490	2586	2686	2790	2901	3015
<u>Librarian II</u>	2739	2848	2957	3076	3203	3331
<u>Librarian III</u>	3076	3203	3331	3475	3618	3764
<u>Librarian IV</u>	3331	3475	3618	3764	3913	4075

Instructor - Dental Surgeon

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

APPENDIX II

WAGES

Base Salary Schedule - July 1, 1993

<u>Instructors</u>	Base	1	2	3	4	5	6	7	8	9	10
Range I	1809	1863	1914	1970	2036	2092	2166	2259	2352		
Supervisory Increments	2449	2546	2644	2744							
Range II	2166	2259	2352	2449	2546	2644	2744	2843	2940	3039	3137
Supervisory Increments	3261	3398	3538	3693							
Range III	2321	2435	2537	2644	2755	2859	2968	3070	3182	3286	3398
Supervisory Increments	3538	3693	3847	4010							
Range IV	2546	2644	2741	2849	2958	3077	3201	3334	3472	3622	3770
Supervisory Increments	3919	4077	4245	4421							
Range V	2692	2839	2966	3092	3222	3348	3484	3617	3748	3879	4015
Supervisory Increments	4186	4371	4565	4768							
Range VI	2903	3047	3187	3325	3467	3615	3757	3902	4044	4186	
Supervisory Increments	4371	4565	4768	4977							

Educational Counsellors

Range I - Same as Instructor Range IV

Range II - Same as Instructor Range V

Range III - Same as Instructor Range VI

<u>Coordinator I</u>	3201	3334	3472	3621	3770	3919
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<u>Coordinator II</u>	3484	3617	3748	3879	4015	4186
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<u>NSIM Counsellors</u>	2696	2806	2918	3038		
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<u>Interpreters</u>	1863	1914	1970	2036	2092	2166
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<u>Librarian I</u>	2546	2644	2746	2853	2966	3083
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<u>Librarian II</u>	2801	2912	3024	3145	3275	3406
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<u>Librarian III</u>	3145	3275	3406	3553	3699	3849
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<u>Librarian IV</u>	3406	3553	3699	3849	4001	4167
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Instructor - Dental Surgeon

Range I	4668	4880	5090	5310	5535	5772
Supervisory Increment	6023					

Range II	5090	5310	5535	5772	6023	6273
Supervisory Increment	6534					

Doctor of Veterinarian Medicine Stipend - \$200 per month

COST OF LIVING ALLOWANCE

If the average of the June 1994 Saskatoon/Regina CPI (all items) exceeds the average of the June 1993 CPI (all items) by more than 2.50%, the percentage amount which exceeds 2.50% will be applied across the board as of July 1, 1994 to be implemented July 1, 1994. Adjustments must produce a minimum of \$1/month before payment will be made.

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 institute
- 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 institute 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 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.

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 dependant, or a second motel/hotel room, subject to prior approval of Principal.
- meal allowance while directly en route to new work location for employee, spouse and/or dependants.

10. **STORAGE COST**

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.

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 or:

- 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 dependant or a second motel/hotel room, subject to prior approval of Principal
- 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 or:

- 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.

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.

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
- pick-up 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, with prior approval of Principal
- 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 purchases 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

APPENDIX IV

CLASSIFICATION

1. Instructor
2. Educational Counsellor
3. Coordinator I
4. Coordinator II
5. NSIM Counsellor
6. Instructor • Dental Surgeon
7. Interpreters
8. Librarians

APPENDIX V

LETTER OF UNDERSTANDING

re: INSTRUCTOR AIDE RECLASSIFICATION

The parties agree to review the Instructor Aide classification with a view to transferring properly classified Instructor Aides into the Academic Bargaining Agreement. It is further agreed to reclassify other Instructor Aides into the Administrative/Support Classification plan. This will effectively eliminate the Instructor Aide classification within the Administrative/Support Agreement. This exercise to be completed by July 1, 1994.

APPENDIX VI

LETTER OF UNDERSTANDING

WAIVER OF UNASSIGNED DAYS ENTITLEMENT

I, _____ do hereby waive the following right(s) to unassigned days, **as** outlined under Article 12.3 of the SIAST/SGEU Academic Bargaining Unit Collective Agreement.

(check either or both and initial)

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 12.3 of the Collective Agreement, I have submitted a copy of this waiver form to the Chairperson of the local Institute Committee.

Date: _____

Signature: _____

Division: _____

APPENDIX VII

LETTER OF UNDERSTANDING

Re: UIC REBATE - EMPLOYEE SHARE

The parties agree that by July 1, 1994, they will meet and allocate the employee monies, as collected in rebate form, to the benefit plan system of SIAST as per the employee wishes and as negotiated by the parties.

APPENDIX VIII

LETTER OF UNDERSTANDING

Between

SASKATCHEWAN GOVERNMENT EMPLOYEES' UNION
SIASST ACADEMIC BARGAINING UNIT

And

SASKATCHEWAN INSTITUTE OF APPLIED SCIENCE AND TECHNOLOGY

RE: EMPLOYMENT EQUITY PROGRAM

The parties to this Agreement are committed to negotiate and implement an in-scope Employment Equity Program during the time period of September 1, 1992 to August 30, 1994.

APPENDIX IX

HOURS OF WORK - PROGRAMS BY CATEGORY

CATEGORY A - LABORATORY/SHOP

1. Classroom/Shop

Kelsey Institute

Agricultural Machinery Technician
AST
Autobody Technician
Carpentry
G.M. ASEP
HEMP
Industrial Mechanics
Machine Shop
Parts Management Technician
Pipefitting
Plumbing
Professional Cooking
Recreation Skills
Refrigeration/Air Conditioning
Retail Meatcutting
Sheet Metal
Welding

Palliser Institute

Advanced Video Systems
AST
Autobody Technician
Carpentry
Electrician
Electronics Service Technician
Professional Cooking
Recreational Skills
Welding

Wascana Institute

Agricultural Programs
G.M. ASEP

2. Classroom/Laboratory

Kelsey Institute

CAD/CAM Engineering Technology
Chemical Technology
Computer Systems Technology
Drafting/Survey
Food Services Admin./Worker
Hotel/Restaurant Administration
IETT
Mechanical Engineering Technology
Power Engineering
Visual Media
Recreation and Leisure Diploma

Palliser Institute

Engineering Technologies

Architecture
CADD/Survey
Civil Eng./Water
Computer Technology
Electrical Engineering
Electronics
Instrumentation

CATEGORY B - HEALTH SCIENCES

Kelsey Institute

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

Wascana Institute

Core Nursing
Community Health Services
Dental Assistant
Dental Hygiene
Dental Integrated Studies
Diploma Nursing
Early Childhood Development
~~Health~~ Record Technician/Technology
Operating Room Nursing Techniques
Practical Nursing

CATEGORY C - LECTURE

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

Palliser Institute

Accountancy
Administration/Business
Computer Information Systems
Human Resources
Marketing
Office Education/Automation
Public Administration
Related Studies

Wascana Institute

Associated Studies

CATEGORY D - ADULT BASIC EDUCATION/INDIVIDUALIZED

Kelsey Institute

ABE

ESL

Home Care/Special Care Aide

Hearing Impaired Program

Palliser Institute

ABE

ESL

Wascana Institute

ABE

Access Programs

Bridging for Women

ESL

Hearing Impaired

Woodland Institute

ABE

ESL

CATEGORY E - COMPETENCY BASED EDUCATION

1. Scheduled

Kelsey Institute

Learning Assistance Centre

Wascana Institute

Advanced Clinical Nursing
Applied Photography
AST
Autobody Technician
Building Systems Technician/Operator
Drafting Technician
Electronic Communication Technician
EMT/Paramedic
Gerontological Nursing
Graphic Arts Production
Learning Assistance Centre/TAPS
Machine Shop
Major Appliance Servicing
Office Education
Outdoor Power Equipment Technician
Psych. Nursing II
Welding

Woodland Institute

Chemical Dependency
Early Childhood Development
Professional **Cook**

2. Unscheduled

Woodland Institute

Applied Arts (Ceramist, Weaver)
Audiovisual Technician
Barbering
Business Computer Prog.
Business Administration
Carpenter
Corrections
Cosmetology
Driver Training
Electrician
Electronics Service Technician/
Micro-Electronics
~~Forestry/Fisheries/Parks/Wildlife~~ Technician
Heavy Equipment Operator
Integrated Resource Management
Mineral Resources
Office Technologies
Outdoor Power Equipment Technician
Rooting
Truck & Transport Mechanical Repair
Tutorial
Vocational Forestry
Welding

APPENDIX X

EXPLANATION OF PROFESSIONAL DISCRETION

AND CATEGORIZATION OF DUTIES

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

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

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

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

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

Meetings:

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

Committee Work:

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

Preparation and Evaluation:

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

Counselling/Advising of Students:

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

Attendance at the Work Site:

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

The paramount observation is that all concerned (instructors and management) have the duty to recognize that full-time instructors are hired for 200 days and their objective is to ensure that work is allocated in a manner which meets this objective.

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

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

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

APPENDIX XI

LETTER OF UNDERSTANDING

Re: Article 13 - New Article 6

Whereas there is a dispute between the Union and SIAST over the interpretation and application of Article 13,

And whereas there have been a number of grievances filed with respect to the issue of seniority under Article 13,

And whereas the parties are desirous of resolving once and for all the issue of seniority under Article 13 and all outstanding grievances relating thereto:

1. SIAST posted on April 13, 1992, the Seniority List as at June 30, 1991. An employee will have until May 29, 1992 to challenge their own seniority. In any challenge *the* onus of proof, to establish greater seniority, shall be on the employee. SIAST will provide only the employee file and payroll records held within SIAST to assist the employee in providing documentation. SGEU will have until May 29, 1992 to challenge any employee's seniority. Any unsettled challenges shall be referred to Dan Ish in accordance with Article 19 inclusive after September 15, 1992. The onus shall remain with the employee in arbitration. The Arbitrator shall have no ability to extend the time deadline.
2. SGEU and SIAST agree that commencing the date that the arbitration decisions are received or the date the last challenge decision is amended by SIAST, whichever occurs first, seniority for service prior to June 30, 1991, will be assigned to each employee as calculated pursuant to paragraph 4 of this Letter of Understanding for service with the Public Service of Saskatchewan, the Urban Community College and the Advanced Technology Training Centre, notwithstanding Article 13.
3. SGEU will administer and decide in accordance with paragraph 4 the revised seniority calculations for all employees to June 30, 1991. Based on these decisions, SIAST will amend the Seniority List ~~as~~ at June 30, 1991.
4. Seniority will be calculated as follows:
 - A. All service is seniority, subject to the conditions included herein
 - B. Seniority will be calculated on the basis of a July 1 to June 30 academic year. Any employees negatively impacted will have their situation reviewed by the Institute Committee Designate (this would only apply to full-time employees that may have taken unassigned days in the first 10 months of their employment).
 - C. When calculating seniority the preferred method will be to use assigned/working days multiplied by the factor. If that is not possible, calendar days will be utilized.

- D. Seniority prior to June 30, 1989, is calculated by multiplying each assigned/working day by 1.305 or calendar days by .66 (to convert to assigned days) then by 1.305 to a maximum of 261 days per year.
- E. Seniority from July 1, 1989 to June 30, 1991 is calculated on the basis of assigned days or calendar days by .66 to a maximum 200 days seniority for each academic year.
- F. Part-time employees from the PS/GE, who worked less than full days before January 1, 1988 that had their assignment expressed in a percentage should calculate that seniority utilizing the following formula:

$$(A \times B) \div C \text{ then } \div 6 \times 1.305 = \text{seniority}$$

(seniority to a maximum of 261 days)

- A - assignment expressed in percentage
- B - number of assigned/working days
- C - hours worked per year

- G. Part-time employees, who worked less than full days before January 1, 1988, calculate seniority by dividing the total number of hours worked by 6 then multiplied by 1.305 (to a maximum of 261).
- H. To determine whether a teaching assignment categorized as an extension class (loose description) should be counted, the decision will be based on whether Union dues were deducted.
- I. Part-time employees, who worked less than full days since 1988, count seniority on a pro-rata basis as per Article 7.7.3.2 of the current Collective Agreement.
- J. There is no restriction on the number of hours per day that may be counted as seniority. No employee will receive more than one day's seniority for one day worked.
- K. Former Community College employees can ignore the 240 hours per year limit in Article 2.12 of the College Agreement. This service is valid as long as there was no break in employment longer than 18 months.
- L. Full-time employees will receive 261 days seniority for each full year of service up to June 30, 1989 and 200 days seniority for each full year after that date.
- M. Full-time employees that were affected by the "conversion of the academic year" in 1990 (former PS/GE) will receive 2 full years of seniority (400 days) for that time period.
- N. Any employee who was on a definite leave (including maternity, paternity and adoption leave) is allowed to count the days they normally would have been employed.

- O. Any employee who was on an indefinite leave is allowed to count the days they normally would have been employed to a maximum of 90 calendar days (78 seniority days prior to June 30, 1988 and 60 seniority days after June 30, 1988).
- P. Prior to 1988, seniority will be lost due to a break in service of more than 24 months for PS/GE or 18 months for Community College (unless the Contract stated more).
- Q. The provisions, in the former Agreements, in regard to resignation, termination and an appointment to an out-of-scope position (other than TPHD) are in effect when calculating seniority from before 1988. In addition:
 - i) The practice of "resigning" to immediately accept another position with the same Employer is not considered a resignation for the purpose of seniority calculation; and
 - ii) After January 1, 1988 an employee who performs the duties of an out-of-scope position on TPHD and who continued to have union dues deducted from his/her salary will maintain and accumulate in-scope seniority. If, because of an Employer error, the employee was not given the opportunity to have union dues deducted, the employee will maintain seniority accumulated prior to the out-of-scope TPHD assignment and will (upon payment of back union dues) be credited with seniority while in the TPHD out-of-scope assignment if such assignment was a bonafide TPHD assignment. No out-of-scope service, other than a TPHD or a definite leave, will be considered for seniority purposes.
- R. Strike days count as seniority.
- S. The Union and the Institute will prepare a seniority list showing all employees' names, the date upon which the employees' service commenced and the total length of service for each employee. If an employee does not have 200 assigned days of service he/she will be designated as probationary on the seniority list. Seniority will be credited after the successful completion of the initial probationary period. The initial probationary period is 200 assigned days.
- T. The Engineers' seniority will be calculated back to first day of their employment.
- U. In the event that the required records can not be provided, and only in such event, SGEU may accept any evidence it considers appropriate for purposes of making its decision pursuant to Paragraph 4.
- 5. The Seniority list, amended in accordance with this Letter of Understanding, shall thereafter be conclusive for all purposes for seniority acquired by an employee prior to June 30, 1991 and shall not be subject to any challenge.
- 6. The parties further agree that all lay-offs, promotions, appointments, bumping, transfers, demotions, or other life activities that occurred after January 1, 1988 and before the Seniority List is finalized in accordance with this Letter of Understanding and that have not been grieved will not be subject to any grievance as a result of this Letter of Understanding and the amending of the Seniority List.

7. This Letter of Understanding and the Seniority List established, once ratified, shall be attached to the Collective Bargaining Agreement, signed February 20, 1990, in accordance with the SGEU Constitution and shall be binding on the Union, all employees and SIAST.
8. Once the Seniority List of June 30, 1991 is finalized, all seniority will be calculated on the basis of the Collective Bargaining Agreement referred to in paragraph 7.
9. In those cases where seniority is identical, the employee's start date will be ~~the~~ the deciding factor. The employee with the earlier *start* date will be judged to be more senior.
10. Any employee missed in this process that has seniority prior to June 30, 1991, will have their seniority previous to June 30, 1991 calculated on the basis of paragraph 4.

APPENDIX XII

Procedural Guideline

HIRING PROCESS

1. Job Description

The Job Description begins the required factor hiring process and drives the hiring process. The job description is based on the responsibilities required for the position. The required responsibilities determine the required qualifications, skills, abilities and experience. All job descriptions will include the factors: 1) qualifications, 2) skill, 3) ability, 4) experience.

Job descriptions will be amended from time to time **as** changes in organization and work assignments transpire.

SIASST will collaborate in any effort to achieve consistency of job descriptions for same and similar positions across all four Institutes.

2. Classification Review

A classification review needs to be done to all new, vacant, and encumbered positions which have had significant change. Job descriptions can be submitted to the Human Resource Office. The Human Resource Office will conduct a classification review of the submitted job description. This classification review consists of comparing the job description to the classification specification. This process ultimately determines the appropriate classification of the position.

A copy of all job descriptions under classification review will be forwarded to the Institute Chairperson for information a minimum of one week in advance of utilization. If the Institute Chairperson has concerns, he/she will approach the Human Resource Office directly to discuss concerns. This will allow the Union to have some input prior to the position being posted.

3. Determine the Required Factors

A required factor is the qualifications, skill, ability, and experience an employee must have to be successful in carrying out the responsibilities of the job.

There are usually 3 to 5 required factors in every job.

Desired Factor: A desired factor is the qualifications, skill, ability and experience that would be nice to have but would not be an essential requirement for carrying out the responsibilities of the job.

The factors are created and come from both the classification specifications and the job description. The classification specification lays out the minimum qualifications, skill, ability and experience for a general type of job. What this means is that SIASST cannot hire anyone below what is stated in the

classification specification. SIAST may hire individuals with higher qualifications than those specified in the classification specification provided the qualifications, skill, ability and experience are reasonable and justified based on the position's responsibilities.

Once the factors are identified they will be used consistently throughout the process.

4. Posting (Recruitment)

A Request for Staffing form is initiated by the program area and upon its approval the Human Resources office initiates the posting. Should a position be over 30 assigned days or 60 calendar days a posting is activated by the Human Resources Office. The posting is a standardized format which must include the following information: working title, brief description of duties, classification, qualifications, skill, ability and experience required, salary, hours of work, regular full-time or regular part-time, deadline for applications, expected start date and any other pertinent information. All postings wherever possible should be consistent between Institutes. The postings will differentiate between required factors and desired factors. The postings are posted for 14 days.

Regular full-time positions that are replacements for employees on leave will have that stated on the posting with a termination date. Regular part-time positions that require extensions beyond the last day of the assignment will be posted with an incumbent, subject to challenge, listed on the posting.

Where SIAST identifies a difficulty in recruiting, a simultaneous posting (advertisement) in and out of service will be initiated.

All supervisory assignments will be posted only at the Institute where there is an assignment. Only applicants from the program(s) under supervision of this assignment will be considered.

A copy of all postings will be sent (faxed) to the Union at the same time they are posted.

5. Preliminary Screening

The Human Resource Office will identify if there are any in-service applicants with seniority. If there is an applicant with seniority, the Human Resource Office will contact the Union and notify the Union of the screening date, time and place a minimum of 48 hours prior to the screening.

At the screening the Union representative is an observer. There is a program area representative and the Human Resources representative chairs the panel.

In the process of screening, internal applicants are considered first.

The Human Resources Office will provide the seniority for all qualified in-service applicants as per the seniority roster.

If more than one in-scope applicant meets required criteria SIAST may interview or appoint the senior in-scope applicant. This may involve an interview of in-scope applicant(s) to determine that they meet the criteria before the senior applicant is appointed.

The credentials of the applicants will be verified by the Human Resources office. **All** information, resumes, covering letters, etc. in regard to applications will be shared with the Union observer.

In-scope applicants who will not be interviewed will be notified within five working days of being screened out.

Employees who have seniority and meet the required factors may be interviewed.

Employees who do not have seniority but meet the required factors may be interviewed.

SIAST may interview outside applicants that meet the required factors.

In-scope applicants who apply to an advertisement in the newspaper will be considered in-service and be given consideration even if the advertisement follows an internal posting in which they may not have applied.

Because of the limited number of people who can be interviewed not all the people who meet the required factors will be interviewed. **All** in-scope applicants that meet the required criteria are eligible to be interviewed, but the list may be shortened based on seniority. Normally three to five applicants will be interviewed.

6. Interview

The interview questions will be based on the required factors. Normally there are two to three open-ended questions created from each required factor. Additional questions that are relevant and justified to the particular position may be asked. An interview guide will be created which will include the question, the expected response, a rating section and a written comment section. **All** interview guides will have a rating process which is identified.

The rating process will consist of 0 - 5.

- 0 ~~Does~~ not meet required factor
- 1 Poor
- 2 Fair
- 3 Average
- 4 Good
- 5 Excellent

Weighting factors will be determined before interviewing.

The union observer will be given a copy of the interview guide prior to the interview. This interview guide will be returned to the Human Resources Office at the end of the interview process.

Upon completion of the interview process all applicants will be scored and the scoring and ranking order will be shared with the union.

Reference checks will be based on required factors and any other relevant information. References will be considered a part of the overall rating of the applicant.

7. Final Determination (Selection)

Final scores will be expressed in percent terms. Final scores of each applicant will be compared. The concept of relative equality will be applied which means if applicants are relatively equal, then the senior applicant will be offered an appointment. The definition of relative equality is: candidates will be considered relatively equal if their final scores are within 10% of each other.

The final determination will be completed following the verification of credentials and reference checks. The union will be notified of the successful applicant.

Those applicants that have been interviewed but are not successful will be notified within 24 hours or as soon as possible that they were not selected for the position.

8. Job Offer Made

The successful applicant will be notified by the Human Resources Office with an official job offer stating salary, benefits and start date.

9. Orientation

SIAST will strive to ensure that all employees receive an orientation. This will include acquainting the new employee with the fact that a union agreement is in effect, having the employee sign union cards, and providing the new employee with a list of union representatives.

10. Probationary Review

Since probation is the final step in the required factor hiring process employees' will be informed by their supervisors in writing, not later than one month after commencement of employment, what the performance requirements used for rating. The performance requirements will be related both to the duties and responsibilities, and to the qualifications, skill, ability and experience.

There will be two performance evaluations. One done at the mid-point of the 200 days and one done prior to the 200 days. At the end of probationary period written evaluations must be completed and discussed with employees and they will be advised whether they have successfully completed a probationary period. A current job description is required when the final probationary review is complete.

NOTE: These are procedural guidelines and are subject to change by **SIAST** provided such changes are not inconsistent with the collective agreement and are consistent across all four institutes.

APPENDIX XIII

LETTER OF UNDERSTANDING

CONTRACTING OUT

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

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

This Letter of Understanding will expire on June 30, 1994.

APPENDIX XIV

LETTER OF UNDERSTANDING

LONG-TERM DISABILITY

1. An employee suffering prolonged illness shall, on application, be granted definite leave of absence for a period of up to one year when all sick leave credits have been expended.
2. An extension of up to six months of definite leave shall be granted under 1 above if the Employer is reasonably assured that the employee will be fit for duty within that time frame.
3. An employee suffering prolonged illness who requires leave further to that granted under 1 and 2 above shall be granted indefinite leave. Upon conclusion of the indefinite leave, the employee shall have his/her name placed on the SIAST-wide re-employment list.
4. Subject to written authorization from the employee, the employer shall make available, where reasonable, information which would facilitate the application of an employee who is ill, injured or disabled for any benefit or payment to which the employee is lawfully entitled.

APPENDIX XV

CAREER ASSISTANCE OPTIONS

Effective the first of the month following the date of signing of the Collective Agreement to June 30, 1994.

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

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

1. Career Counselling and Job Placement

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

Career counselling and job placement services may include assessment, resume writing, interview coaching, job search techniques, and office support.

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

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

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

2. Retraining Assistance

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

Employees will be able to access retraining assistance over a 3-year period commencing the date the employee's position is abolished.

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

3. Saskatchewan Relocation Assistance

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

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

Employees may access the relocation assistance over a one-year period commencing the date the employee's position is abolished.

4. Career Adjustment Assistance

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

Employees may access Career Adjustment Assistance over a one-year period commencing the date the employee's position is abolished.

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

5. Enhanced Severance

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

APPENDIX XVI

LETTER OF UNDERSTANDING

Re: COOPERATIVE EDUCATION PROGRAM

Between

SGEU Academic Unit

and

Saskatchewan Institute of Applied Science and Technology

It is understood that, due to the nature of the Cooperative Education Program, it may be desirable to assign an employee for up to 220 days in one year and 180 days in the next year or vice versa. This works out to an average of 400 days in a 2-year period. Pay will continue on a regular basis as though the employee had worked 200 days each year. An employee working under this Letter of Understanding shall maintain regular full-time status and shall accrue seniority and all other benefits as if each academic year consisted of 200 assigned days.

In the event that an employee terminates employment after one year, that employee shall be reconciled on June 30 of that employment year with the benefits and pension based on at least 200 days of completed work.

This has been discussed and voluntarily accepted to by the following:

Signed this _____ day of _____ 19____.

Employee

Program Signature

Chairperson, Institute Committee

Principal or Designate
On Behalf of SIAT Management

Chairperson, SGEU Academic Bargaining Unit

APPENDIX XVII

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 Term Disability 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).

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, Benefit **Plans** Administrator, **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 (1 **19**) 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**) and thirty-five (**35**) weeks 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) calendar 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 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.

Certain exclusions exist to protect the Plan. (See 'Limitations and Exclusions').

DISABILITY BENEFITS

The monthly benefit to members who become disabled is .75 of net minus offsets of pre-disability, 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) During the three year own occupation period **as** per Article 1.14(2), remunerative rehabilitative employment shall be taxable earnings from employment that was developed or expanded following the commencement of LTD benefits. Included shall be self-employment, any part-time or full-time employment with present or alternate employers.

The monthly benefit payable under this Plan shall be reduced by an amount equal to 50% of the monthly income (after tax) from the rehabilitative 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 three (3) 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 of the following occurs:

- a) Recovery of ability to **work** again;
- b) Attainment of age sixty-five (65);
- c) Retirement unless partial payment "Hardship Policy";
- d) Death.

Claimants must be under the regular and personal care of a qualified physician and are required to submit **a** doctor's statement at regular intervals. The Supervisory Committee may require claimants 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 comes 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) 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 a 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 offence or while awaiting trial. If acquitted, retroactive benefits are payable.
- c) For any period in which the member **is** permanently residing outside of 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 **(5)** 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 sixty (60) calendar days of disability occurrence. Claims received more than one year from date of disability will not be paid.

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 eighteen **(18)** 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 as 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 anticipated period of leave.

Members on Workers' Compensation should check with the union office, **as** it may be necessary to apply for extended LTD coverage 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 Pre-Appeal Review Committee, which recommends to the LTD Supervisory Committee a decision agreed upon by members of the Pre-Appeal body.
- b) Second, to the LTD Supervisory Committee, which must give a written decision, with reasons, within thirty (30) days.
- c) Third, to an independent single arbitrator, who must give a written decision, with reasons, within thirty (30) days.

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** reasonable expenses of an appeal are paid by SGEU in accordance with the Plan Text.

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. It does not replace or supersede the contract of insurance between the Government of Saskatchewan and the insurance carrier for this plan.

Inquiries about eligibility and/or benefits should be directed to your Human Resources Office, 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 be 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 1 - 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
- 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.

GROUP LIFE INSURANCE PLAN

The following are the general terms and conditions of the Government of Saskatchewan Group Life Insurance Plan.

The summary does not replace or supersede the contract of insurance between the Government of Saskatchewan and the insurance carrier for the plan.

Am I Eligible to Participate?

Who is eligible?

Regular full-time, regular part-time and term employees of a participating employer are covered. Term employees cannot participate in the plan.

When does ~~my~~ coverage begin?

Coverage begins on your first day of work.

What is My Coverage?

Coverage	Regular Full-Time	Regular Part-time and Term,
		<u></u>
<i>Basic Life</i>	Your annual salary rounded to the next highest multiple of \$500 (if it is not already a multiple of \$500), multiplied by two.	\$20,000
<i>Optional Life</i>	An additional one time annual salary increasing coverage to 3 or 4 times salary.	Not available
<i>Minimum</i>	\$20,000	\$20,000
<i>Maximum</i>	\$200,000	\$20,000
<i>Accidental Death or Dismemberment (AD&D)</i>	Upon your accidental death or dismemberment, a maximum of \$50,000 will be paid for all losses you sustained in any one accident.	Not available
<i>Basic Spouse Life</i>	\$10,000	\$3,000

<i>Each Dependent Child</i>	\$3,000	\$1,000
<i>Retirement</i>	\$5,000 Retirement Death Benefit Certificate and the option to continue the balance of your coverage to age 65.	Not available
<i>Repatriation</i>	\$3,000 maximum to ship your body to your normal province residence, if death occurs outside of that province.	Not available

Upon your death, a \$5,000 advance payment may be requested by your beneficiary.

What is basic coverage?

Your basic coverage is your annual salary rounded to the next highest multiple of \$500 if it is not already a multiple of \$500 times two (i.e., if your salary is \$25,502, your basic coverage is \$52,000).

Basic coverage is payable for all causes of deaths.

What is optional coverage?

Optional coverage is an additional one times annual salary increasing coverage to 3 or 4 times salary.

An employee may apply for optional coverage without medical evidence of insurability at the time of enrolment in the plan.

After 31 days of employment, medical evidence of insurability must be submitted and approved by the insurance carrier before the optional coverage will be in effect.

Optional coverage is payable on all causes of death.

What is accidental death and dismemberment coverage?

Upon proof of your accidental death, your designated beneficiary will be paid \$50,000

Your dismemberment coverage pays you a benefit for the one greatest loss you experience in an accident. No more than \$50,000 will be paid for all losses you receive in any one accident.

Dismemberment Coverage

Loss of	Benefit
Life	\$50,000
Both Hands or Both Feet	50,000
Entire Sight of Both Eyes	50,000
One Hand and One Foot	50,000
One Hand and Entire Sight of One Eye	50,000
Complete Speech and Complete Hearing in Both Ears	50,000
Use of Both Hands or Both Arms or Both Legs	50,000
Use of One Hand and One Leg	50,000
Use of One Arm and One Leg	50,000
Paraplegia (Total Paralysis of Both Lower Limbs)	50,000
Hemiplegia (Total Paralysis of One Side of Body)	50,000
Quadriplegia (Total Paralysis of All Four Limbs)	50,000
One Arm or One Leg or One Hand or One Foot	25,000
Entire Sight of One Eye	25,000
Use of One Hand or One Arm or One Leg	25,000
Complete Loss of Speech	25,000
Complete Loss of Hearing in Both Ears	25,000
Thumb and index Finger of Same Hand	12,500

The following define the term "loss":

LOSS	Definition
Hand	Complete severance at or above the wrist.
Thumb	Complete loss of one entire phalanx of the thumb.
Index Finger	Complete loss of two entire phalanges of the index finger.
Foot	Complete severance at or above the ankle.
Leg	Complete severance at or above the knee joint.
Arm	Complete severance at or above the elbow joint.

Loss of sight, hearing or speech means the total and irrecoverable loss of your eyes, ears or speech. If your loss can be recovered or partially recovered by the use of some device (i.e. hearing aid) or rehabilitative program, then there is no loss for the purposes of this plan.

Exposure is bodily injury by accidental means where you as an insured employee are exposed to the elements following the disappearance, forced landing, stranding, sinking or wrecking of a conveyance (i.e. plane, boat) in which you were an occupant.

Disappearance is loss of life if the body of an insured employee cannot be found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the insured was an occupant.

Exclusions to Accidental Death and Dismemberment Coverage

Any injury caused or contributed to by, or as a consequence of any one of the following is not covered under the plan:

- a) suicide or self-inflicted injury, whether sane or insane;
- b) insurrection or war (whether war be declared or not) or any act incident to either, or participation in any riot;
- c) committing, attempting or provoking an assault or criminal offense, including without limitation driving a vehicle with blood alcohol in excess of 80 milligrams of alcohol per 100 millilitres of blood; and
- d) bodily or mental weakness, illness or disease or medical or surgical treatment of any kind.

What Are my Benefits Upon Retirement?

Retirement Death Benefit Certificate

Permanent employees may apply for a Retirement Death Benefit Certificate upon retirement. The certificate has no cash surrender value. The face value is payable to your beneficiary upon your death.

You are eligible for the certificate if your coverage is in effect when you retire.

Continuation of Coverage to Age 65

If you are eligible to take an immediate pension allowance, you can continue the coverage you had upon retirement minus the amount of the Retirement Death Benefit Certificate.

Your premiums will be taken off your pension cheques.

Is my Spouse Eligible for Coverage Under my Plan?

Basic Spouse Coverage

Your spouse is by legal marriage or is your common-law spouse of the opposite sex with whom you have lived for at least 12 months in a row, or for 36 months if marriage would not be allowed by law. Your common-law spouse is publicly known as your spouse. Once coverage for your common-law spouse begins your legal spouse is no longer covered.

If you are a permanent employee your spouse is insured for \$10,000. If you are a regular part-time employee your spouse is insured for \$3,000.

Are my Dependents **Insured** Under **This** Plan?

Your dependent child is:

- a) your child from birth to their 21st birth date;

- b) your child over age 21 who is in full-time attendance at an educational institution and for whom you are legally and financially responsible. If your child is employed on a full-time basis, or performing any work for wage or profit he or she will not be covered as a dependent; and
- c) your child, who is suffering from a mental or physical weakness and is totally dependent on you financially.

No person living outside of Canada is a dependent unless he or she is a student and normally lives in Canada.

Can my spouse and children be insured as my dependents if they are also employees of a participating employer of the plan?

Your dependent spouse can be covered as both an employee and a dependent (e.g., a husband and wife both working for the government).

Your dependent child cannot be covered as both an employee and a dependent.

Only one employer will cover you as an employee under this plan

How Do I Name A Beneficiary?

Beneficiary designations and changes are made on the Group Life Insurance Designation of Beneficiary form. The form is available in your Human Resource Branch.

If you do not name a beneficiary, the payment will be made to your estate.

If your beneficiary is a minor (i.e. under 18 years of age) you should look at other considerations (i.e. appointment of a trustee) to ensure that your wishes are carried out upon your death. Payment cannot be made directly to a minor beneficiary.

What Are My Insurance Premiums?

The group insurance premium for basic coverage is \$0.25 per \$1,000 of coverage.

SIAST shares the monthly cost with their employees by paying premiums on the first \$10,000 of coverage per month.

For example, if you are insured for \$80,000 of coverage, the total monthly premium is \$20.00. Your employer pays \$2.50 per month for you and you pay \$17.50.

The premium for eligible plan members to increase their optional coverage to three or four times annual salary, is \$0.25 per \$1,000 of coverage.

What If I Take A Leave Of Absence?

If you take a leave of absence without pay or you are laid off you can continue your coverage for a maximum of one year.

You must complete a group life leave of absence/lay off form before you start your leave. Premiums are payable by:

- a) monthly post-dated cheques; or
- b) one lump sum prepayment by cheque; or
- c) prepayment by salary deduction.

SIAST continues the cost sharing of your premiums while you are on leave.

To extend your coverage beyond one year, you must apply in writing (before your coverage terminates) to the Public Employees Benefits Agency stating the length and purpose of your leave. You must pay your premiums before your extended leave period starts.

If you take a leave of absence from a regular full-time position to work in a regular part-time or term position within SIAST, you may continue your coverage at the permanent full-time amount for a maximum of two years.

You can be covered as a permanent or non-permanent employee, but not both.

Your coverage will terminate if you do not pay your premiums on time. Premiums must be paid in advance to continue your coverage while you are on leave.

What If I Become Disabled?

If you cannot work at your own occupation because of a disability, you may apply for a waiver of your premiums (i.e. you will not be required to pay premiums while you are disabled).

The same provisions used for deciding claim eligibility under the Government of Saskatchewan Disability Income Plan are used for the Life Insurance Plan.

You will not have to pay premiums as long as you are disabled under the terms and conditions of the Government of Saskatchewan Disability Income Plan.

If your claim for premium waiver is not accepted or turned down you must apply and pay the required premiums under the leave of absence provisions.

If you retire early because of ill health under the Public Service Superannuation Plan, you may apply for both the opportunity to continue group life until age 65 and a waiver of your group life premiums. If your claim for premium waiver is turned down or terminated before age 65, your group life premiums may be taken from your pension allowance.

What If I Terminate Employment?

Your group life insurance coverage ends when you terminate your employment. (Refer to the section on Conversion Option.)

Except in the case of resignation or dismissal, a non-permanent employee of SIAST may continue group life coverage for any period of non-employment up to 180 calendar days. Premiums must be prepaid.

What Is A Conversion Option?

You may convert any amount of coverage in effect upon your termination of coverage (e.g., termination of employment) to an individual policy with the plan's insurance carrier. If you retire, the maximum coverage you can convert is reduced by the face value of the Retirement Death Benefit Certificate. The insurance carrier will identify the options that are available to you.

Upon the termination of coverage or upon your death, your spouse may convert the basic coverage under the plan to an individual policy with the insurance carrier.

Should you or your spouse die within 31 days of the termination of coverage, the basic or basic plus optional coverage in effect upon the termination of coverage will be paid.

To convert your insurance, you must apply in writing and send in premiums to the plan's insurance carrier within 31 days of your coverage terminating.

Who Administers My Group Life Plan?

The Public Employees Benefits Agency administers the plan

An insurance carrier is hired to determine the eligibility of claims and to underwrite certain provisions of the plan.

If You Have Any Questions Or Concerns?

If you have questions about your insurance coverage or your beneficiary designation, contact your Human Resource Branch. General questions can be directed to either your Human Resource Branch or:

Public Employees Benefits Agency
Saskatchewan Finance
Suite 400A, 2350 Albert Street
REGINA, Saskatchewan S4P 4A6
Phone: (306) 787-6770
Fax: (306) 787-0244

This summary does not replace or supersede the contract of insurance between SIAST and the insurance carrier for the plan.

SGEU PORTAPLAN LIFE INSURANCE

The SGEU Portaplan is a voluntary plan which offers low cost term life insurance, accidental death and dismemberment, and dependent 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 Supplement 3), or who require mortgage insurance.

Members who participate in this Plan may continue their coverage if they change employers or retire, 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:

This summary is provided for information only. Actual benefits will be in accordance with the Policy.

Eligibility

Members under age 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 from work for more than 7 days in the last 60 days are eligible to apply for Portaplan coverage. Spouses of eligible members who are under age 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 or dependent life insurance.

Guarantee Issue Benefit

During the period May 1 to July 31, each year, new members are eligible to apply for one unit of \$20,000 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 65, all term life and dependent life premiums falling due after six 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 65 are eligible to apply for term life insurance. Up to 10 units of \$20,000 each, may be selected at any time up to age 64.

Premium rates are reduced if two or more units are purchased. Insurance reduces at higher ages. See schedule of unit amounts below.

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 66 years old, you may apply within 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 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 10 units of \$20,000 each, provided the total does not exceed the amount of term insurance. Insurance reduces at higher ages, in the same way as term insurance.

A percentage of your benefit is payable for any of the following losses which result within 180 days of an accident causing bodily harm. This is loss or loss of use.

- 100% payable to your beneficiary for loss of life
- 100% payable to you for loss of both hands, both feet, both arms or both legs, or sight of both eyes, or any combination of two
- 75% payable to you for loss of use of one arm or one leg
- 67% payable to you for loss of one hand and/or one foot or sight of one eye
- 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.

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.

Dependent Children Life Insurance

Dependent life insurance is available to members who purchase term life insurance. Children are eligible if they are over 14 days of age and under age 21 (**25** if in 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 life insurance coverage automatically terminates. Conversion privilege is available upon joint death of both parents.

In the event of the death of a dependent, the benefit is paid to the insured member. Benefits are **\$5000** per child.

If both husband and wife are insured for term life insurance only one may apply for dependent children life insurance.

Premiums are due May 1 of each year. If the annual premium is \$50 or more, it may be paid semi-annually, subject to a 3% surcharge. A "card fee" of \$1.00 is payable each May 1.

Young Adult Security Insurance

Children of an eligible member who are between the ages of 16 and 25 years of age are eligible to apply.

Such children may select up to 10 units of \$20,000 in total at any time up to age 25.

Rates are same as for member and spouse (see schedule next page).

PUBLIC SERVICE SUPERANNUATION PLAN

The following describes the general terms and conditions of the Public Service Superannuation Plan as at February 1, 1994.

This information does not replace or supersede The Public Service Superannuation Act, The Superannuation (Supplementary Provisions) Act, their related regulations or amendments thereto.

INTRODUCTION

The Public Service Superannuation Plan (PSSP) came into effect on May 1, 1927. The enrolment of new employees terminated with the inception of the Public Employees Superannuation Plan on October 1, 1977. You are a member of the PSSP if

- a) you became a permanent or labour service employee prior to October 1, 1977; and
- b) you did not elect to transfer from the "Old Plan" to the "New Plan".

The PSSP is a defined benefit plan with benefits based on salary and years of pensionable service.

HOW IS YOUR CONTRIBUTION CALCULATED?

Your contribution to the Public Service Superannuation Plan is based on the following formula:

Your salary multiplied by your contribution rate less 1.8% of your salary above the Years Basic Exemption (YBE) up to the Years Maximum Pensionable Earnings (YMPE) as defined by the Canada Pension Plan (CPP).

Your salary is your regular pay including signing bonuses, lump sum performance pay, etc. It does not include overtime pay, any payment in lieu of any benefit or any payment that is not part of your regular salary.

YBE is the basic exemption under the CPP and is calculated at 10% of the YMPE rounded down to the next lower \$100. For 1994 the YBE is \$3,400.

YMPE is the earnings base which the federal government uses to set contributions and benefits under the CPP. It is indexed annually and is set at the beginning of each year. For 1994, the YMPE is \$34,400.

Your contribution rate is based on your age at the time you started with the Public Service Superannuation Plan.

Your Age When You Started in The Plan	Contribution Rate Effective January 1, 1978
Under 30 years	7%
30 to under 40 years	8%
40 to under 60 years	9%

For example, if your salary is \$40,000 in 1994, and your contribution rate is 8%, your contributions to the pension plan would be:

8% x \$40,000	—	\$3,200.00
Less 1.8% of your salary between \$3,300 (YBE) and \$33,400 (YMPE)	=	<u>558.00</u>
Your annual contributions	—	<u>\$2,642.00</u>

Revenue Canada has placed a maximum on the amount that a member can contribute to their pension plan in any calendar year. For this plan, the maximum salary upon which a member can contribute is \$98,151. Contributions in excess of this salary are not permitted. The maximum changes annually.

You are required to contribute to the plan until you reach age 65 or you accumulate 35 years of service, whichever comes first.

The payment of your pension is guaranteed by the Government of Saskatchewan.

The Public Service Superannuation Plan is known as an "integrated pension plan". Your contributions to this plan are reduced because you also contribute to the Canada Pension Plan. As well, because you may receive a pension under the Canada Pension Plan, your pension under this plan is reduced on the month following your 65th birthday.

WHEN CAN I RETIRE?

The normal age of retirement is age 65. A pension, however, is payable at:

- a) age 65 with a minimum of 5 years of service;
- b) age 60 with a minimum of 20 years of service without any reduction;
- c) age 60 with a minimum of 15 and less than 20 years of service with a reduced allowance;
- d) age 55 with a minimum of 30 years of service with a reduced allowance;
- e) at any age with 35 years of contributory and credited service without any reduction; and
- f) at any age with a minimum of 15 years of 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 10 years of service).

If you have between 10 and 15 years of service and you are incapacitated for employment purposes, you may apply to the Public Service Superannuation Board for a refund of your contributions and interest plus a matching amount.

CAN I PURCHASE PRIOR SERVICE?

As an active member of the plan (i.e. you are an employee of a participating employer and you are eligible **to** contribute to the pension plan), you may make written application to the Public Service Superannuation Board (PSSB) to purchase prior pensionable service. The PSSB will respond in writing to you confirming the service available for purchase and the cost and payment methods available to purchase the service. You have 30 days from the date of your letter from the PSSB to purchase the service at the cost specified. After 30 days, additional interest will be applied, and after 90 days, you must re-apply to purchase the service.

Pensionable service eligible for purchase includes:

- a) Previous permanent, temporary, provisional, casual, part-time or seasonal employment with a Saskatchewan Government Department Board, Bureau, Commission, Crown Corporation or Agency, regardless of the elapsed time between such employment and the date of your last entry to the Public Service Superannuation Plan. You must make application prior to the first day of the last month of your employment.

If you received a refund for permanent, provisional or seasonal service, you must repay the contributions and interest refunded, plus interest at the rate of 7% compounded annually from the date of the refund to the date your written request to purchase the service is received by the PSSB.

If you did not contribute to a superannuation plan for the period of service you want **to** purchase, you pay the contributions required for the period plus interest of 7% compounded annually from the date the contributions should have been paid to the date the written request to purchase the service is received by the PSSB.

- b) War service in:
 - (i) Her Majesty's active forces;
 - (ii) the active forces of the Auxiliary Services;
 - (iii) the Merchant Marine of Canada; and
 - (iv) the active forces of any of Her Majesty's Allies during the Second World ~~War~~, or in the Korean ~~War~~ Theatre during the Korean ~~War~~.
- c) If you have previous service with an institution acquired by the Government and you became a public service employee on the date of acquisition or within two years of that date, you may be eligible to purchase your previous service with that institution under the pension plan.

HOW IS MY PENSION CALCULATED?

How is my basic pension calculated?

The normal retirement age under the plan is 65 years.

Your basic pension will be calculated as follows:

$$2\% \times \text{Your 5 Year Average Annual Salary} \times \text{Your Years of Service (Maximum of 35 Years)}$$

Your allowance is reduced the month following your 65th birthday due to CPP integration. (Refer to the section "How Is My Pension Integrated with the Canada Pension Plan (CPP)?").

Your age and pensionable service at the time of your retirement determine whether you are entitled to a non-reduced (i.e. fully earned) pension allowance or a reduced pension allowance.

How is my non-reduced pension allowance calculated?

If you qualify for a non-reduced pension, your pension will be based on 2% of the average of the five years (i.e. 60 months) of highest salary multiplied by your years of pensionable service not exceeding 35 years.

For example:

Average Salary	Service	Calculation of Allowance Payable Prior to age 65	Annual Pension	Monthly Pension
\$27,700	35 years	$\$27,700 \times 2\% \times 35 \text{ years}$	\$19,390	\$1,615.84
\$27,700	30 years	$\$27,700 \times 2\% \times 30 \text{ years}$	\$16,620	\$1,385.00
\$27,700	25 years	$\$27,700 \times 2\% \times 25 \text{ years}$	\$13,850	\$1,154.17

If you work beyond 35 years of pensionable service, the salary in the latter years of employment may be used in the calculation of the five (5) year average annual salary.

How is my reduced allowance calculated?

You are eligible for a reduced pension allowance at:

- a) age 60 with a minimum of 15 and less than 20 years service with your allowance reduced by:
 - (i) one-eighth of 1% for each month that your age on your date of retirement is less than 65 years; and
 - (ii) one-eighth of 1% for each month that your years of pensionable service on your date of retirement are less than 20 years; and

- b) age 55 with a minimum of 30 years service with your allowance reduced by:
- (i) one-twelfth of 3.75% for each month that your age at the time of your retirement is less than 60 years; and
 - (ii) one-quarter of 1% for each full year and any portion of a year that your years of pensionable service on the date of your retirement are less than 35 years.

For example, if you retire on your 60th birthday with 19 years and 92 days of pensionable service, and an average salary of \$27,700 for your five highest years (i.e. best 60 months) of salary, your annual pension allowance would be as follows:

Basic Allowance Calculation:

$$\begin{array}{rclcl}
 2\% & \times & \text{Average Salary for} & & \times & \text{Years of Service} \\
 & & \text{Highest 60 Months} & & & \text{(Maximum 35 Years)} \\
 2\% & \times & \$27,700 & & \times & 19.252 \text{ years} & = & \$10,665.64
 \end{array}$$

Less Age Reduction:*

$$\begin{array}{rclcl}
 \text{Reduction Factor} & \times & 2\% & \times & \text{Average Salary} & \times & \text{Years of Service} \\
 .075 & \times & 2\% & \times & \$27,700 & \times & 19.252 & = & 799.92
 \end{array}$$

Less Service Reduction:**

$$\begin{array}{rclcl}
 \text{Reduction Factor} & \times & 2\% & \times & \text{Average Salary} & \times & \text{Years of Service} \\
 .0112 & \times & 2\% & \times & \$27,700 & \times & 19.252 & = & 119.46
 \end{array}$$

$$\text{Annual Pension} \quad \$9,746.26$$

Note: * At age 60, your pension is reduced one-eighth of 1% for each month that your age on your date of retirement is less than 65 years. The reduction factor in this case is 60 months multiplied by .125% or .075.

** Your service is 19.252 years which is 9 months less than 20 years of service. The reduction factor for service in this case is 9 months multiplied by .125% or .0112. In this case, you would be entitled to a full pension in 273 days (about 9 months) equivalent to \$10,665.64 annually. The question of whether or not a reduced allowance is good depends upon personal circumstances.

How is my pension integrated with the Canada Pension Plan (CPP)?

Since your contributions to the PSSP are reduced by a portion of the amount you contribute to the Canada Pension Plan, your retirement benefit **is** reduced on the first **of** the month following your 65th birthday. The amount that your pension is reduced under this plan is less than the amount you will receive from the CPP. The reduction occurs at age **65** even if you choose to receive your CPP pension before age **65**. If, however, you are in receipt of the CPP disability benefit and an allowance under the **plan**, CPP integration will occur immediately.

The reduction is based on your service since January **1, 1966**, when the CPP commenced. The reduction formula is:

$.7\% \times \text{Your service since } \times \text{The lesser of the YMPE in the January 1, 1966 year of retirement or the average annual salary on which your pension is calculated.}$

The amount **of** the reduction increases each year until your retirement, based on your increased service since January 1, 1966, and any increases in the Years Maximum Pensionable Earnings (YMPE).

For example, given a December 31, 1994 retirement date at age 60, with an average salary of **\$35,500** and 35 years of service, YMPE in 1992 of **\$32,200**, your CPP reduction at age **65** would be calculated **as** follows:

1. Calculate the three (3) year average of the YMPE

YMPE in	1994:	\$34,400.00
	1993:	33,400.00
	1992:	<u>32,300.00</u>
	Total	\$100,000.00
		÷ 3
		\$ 33,333.33
	Annual Allowance	Monthly Allowance
Allowance payable to age 65		
$2\% \times \$35,500 \times 35 \text{ years}$	\$24,850.00	\$2,070.84
Less CPP integration reduction:		
$.7\% \times 29 \text{ years} \times \$33,333.33$	<u>6,766.67</u>	<u>563.89</u>
Allowance payable at age 65	<u>\$16,454.20</u>	<u>\$1,506.95</u>

Maximum Pension Allowance

Revenue Canada has placed a maximum on the amount of the allowance that can be paid to a member. The maximum is based on **\$1,722.22** per year of pensionable service. For a member who retires with

25 years of service, the maximum annual pension that can be paid is \$43,055.50. For a member with 35 years of service, the maximum annual pension that can be paid is \$60,277.70

Is my allowance indexed?

The plan is not indexed, however, the Government of Saskatchewan annually reviews pensions paid to superannuates. As at February 1, 1994 increases have been granted in the last 23 out of 28 years.

WHAT OPTIONS DO I HAVE THAT AFFECT
THE AMOUNT OF MY PENSION ALLOWANCE?

Definition of spouse

Your spouse is your legal spouse or a person of the opposite sex with whom you have cohabited for at least twelve consecutive months prior to the relevant time. Relevant time is defined as death of the member or payment of an allowance.

It is important to note that the spouse at the time that an allowance is taken, is the spouse to whom a spousal benefit is paid in the event of the death of the member. If a member's spouse dies subsequent to the member's retirement, and the member remarries and subsequently dies, the second spouse is not entitled to a spousal allowance.

What is a joint annuity?

You may choose a joint annuity to provide for the continued payment of your basic pension to your spouse, when you die. Although you will receive a reduced basic pension per month, your spouse will continue to receive the same basic monthly pension when you die. The amount of reduction depends upon the ages of you and your legal spouse upon your retirement.

Another advantage of having your allowance calculated on a joint annuity basis is that it levels out your pre and post age 65 income. The reduction at age 65 due to CPP integration is factored into the joint annuity calculation and, therefore, your income is not reduced at age 65.

Example 1: An age 41 female dies leaving a 42 year old spouse.

	Monthly Allowance
Normal Pension Allowance Calculation:	
a) Pension calculated at date of death	\$594.19
b) *60% death benefit payable to spouse	365.52
Joint Annuity Allowance Calculation:	
Pension payable before and after age 65	550.93

Example 2: An age 65 retired male dies leaving a spouse age 53.

	Monthly Allowance
<i>Normal Pension Allowance Calculation:</i>	
a) Basic pension payable to age 65	\$847.68
b) CPP reduction at age 65	<u>286.04</u>
c) Pension after age 65	<u>\$561.64</u>
d) *80% death benefit payable to spouse	\$336.98
Note: * The spousal death benefit is 80% of the pension allowance the superannuate was in receipt of at the time of death.	

Joint Annuity Allowance Calculation:

Pension payable before and after age 65	\$494.67
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Example 3: An age 59 retired male dies leaving a spouse age 56.

	Monthly Allowance
<i>Normal Pension Allowance Calculation:</i>	
a) Basic pension payable to age 65	\$2,310.76
b) CPP reduction at age 65	<u>299.87</u>
c) Pension after age 65	<u>\$2,010.89</u>
d) *Spousal allowance	\$1,386.46

Joint Annuity Allowance Calculation:

Pension payable before and after age 65	\$1,995.93
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Note: * There is no CPP integration on a spousal allowance if the superannuate dies before age 65.

If you are married, you may request a joint annuity any time up to one month before your retirement. Having your joint annuity request on your pension file is like an insurance plan: it ensures that a joint annuity calculation will be used if your spouse is eligible to receive a pension allowance **when** you die.

Should you want to cancel your joint annuity before your retirement, your request in writing must be received by the PSSP no later than the first day of the last month of your employment.

What is the optional OAS increase to age 65?

If you retire before age 65, you may request an increase in your basic pension to age 65. The increase is based on the ages of you and your spouse (if you are married) upon your retirement and the amount of the Old Age Security (OAS) benefit in effect in the month of your retirement. At age 65, the increased pension is reduced by the monthly payment of the Old Age Security (OAS) on which the increase was calculated. The "optional OAS increase to age 65" helps you to level out your pre and post age 65 retirement income.

If you retire, choose the OAS increase, and die before age 65, your spouse will receive 60% of the OAS increase regardless of whether or not you have chosen a joint annuity. On the date you would have been age 65, the pension is reduced by 60% of the OAS used to calculate the increase in the pension.

For example, a female retires December 31, 1993 at age 53 years, 126 days, with spouse age 45 years, 44 days. The member has 35 years of service. The average salary is calculated as \$26,087.80. Looking at both the normal form of pension and a joint annuity, the OAS increase to age 65 and reduction at age 66 would be as follows:

	60% Pension	Joint Annuity
Pension Payable to Age 65		
Basic Pension	\$ 1,521.79	\$ 1,801.22
OAS Increase	<u>143.96</u>	<u>150.81</u>
Total Pension to Age 65	<u>\$ 1,665.77</u>	<u>\$ 1,452.03</u>
Pension Payable at Age 65		
CPP Reduction	\$ 435.61	\$ N/A
OAS Reduction	<u>384.66</u>	<u>384.66</u>
Total Pension at Age 65	<u>\$ 845.51</u>	<u>\$ 1,067.37</u>

If you retire, decide not to take the OAS increase and die, your spouse, if less than age 65, may choose to receive the increase. The OAS increase is based on your spouse's age at the time of your death. On your spouse's 65th birthday, the increased allowance is reduced by the amount of the OAS benefit used to calculate the increase.

To receive the OAS increase, you must inform the Public Service Superannuation Board in writing before the first payment of your allowance. This action is irrevocable.

HOW DO I APPLY FOR MY PENSION?

If you want to retire before age 65, you must apply to the Public Service Superannuation Board, in writing, at least one month before the date your pension allowance is to begin.

The Public Service Superannuation Board will send you forms to complete. If you retire at age 65, no application is necessary.

You must provide a certified copy of your birth certificate, and if married, a certified copy of your spouse's birth certificate and a certified copy of your marriage certificate. Certified copies are copies of the original document whereby the copying process has been witnessed by a Commissioner for Oaths, a Notary Public or a Justice of the Peace. If you have a common-law spouse, a declaration for common-spouse would have to be made.

Your pension normally becomes effective the first of the month after you turn age 65. Allowances are payable at the end of each month following the date of retirement. Your cheque may be electronically deposited to a financial institution of your choice.

WHAT IF I TAKE A LEAVE OF ABSENCE?

If you take an approved leave of absence, you are required to contribute to the plan for the period of leave. The following payment options are available to you:

- a) lump sum payment payable upon your return from the leave;
- b) instalments through payroll deduction not to exceed the number of months you will be on leave; or
- c) application to the Public Service Superannuation Board to contribute on a current basis during the period of leave.

Contributions for the period of leave, are based on the salary immediately prior to the commencement of the leave without CPP integration.

Contributions while on a leave of absence

Revenue Canada limits the total amount of leave for which you are eligible to make contributions. You are permitted to contribute for a maximum of five years of accumulated leaves of absence. This maximum is increased by an additional three years in the case of maternity or paternity leaves. The accumulation of leave for this maximum includes any period of leave after December 31, 1991.

WHAT IF I TERMINATE MY EMPLOYMENT?

Depending upon your personal circumstances, you may elect one of the following options upon your retirement of employment:

- a) **Refund of contributions.** If you are not eligible to receive an immediate non-reduced pension allowance, you may make a written request for a refund of your contributions plus accrued interest.

Interest is compounded annually at the following rates:

Rate	Period	Employee Group
5.0%	May 1, 1927 - April 30, 1935	Public & labour service
4.5%	May 1, 1935 - October 31, 1936	Public & labour service
4.0%*	November 1, 1936 - July 31, 1951	Public & labour service
2.0%	August 1, 1951 - March 31, 1959	Public & labour service
3.0%	April 1, 1959 - April 30, 1972	Public service
3.0%	April 1, 1959 - August 31, 1973	Labour service
4.0%	May 1, 1972 - May 31, 1977	Public service
4.0%	September 1, 1973 - May 31, 1977	Labour service
6.0%	June 1, 1977 - March 31, 1982	Public & labour service
7.0%	April 1, 1982 to present	Public & labour service

Note:* Interest for this period is compounded semi-annually.

You may choose one of the following refund payment methods:

- (i) Lump sum payment with income tax deducted as follows:

10% for amounts up to \$5,000;
20% for amounts of \$5,001 to \$15,000; and
30% for amounts over \$15,000.

A direct refund constitutes taxable income for the year in which it is received. The tax deducted may or may not be sufficient depending on your total income from all sources for the year.

- (ii) Transfer your refund to a registered retirement savings or pension plan. (Income tax will not be deducted on the monies being transferred.)

- (iii) A combination of (i) and (ii).

- b) **Deferred Allowance.** If you are age 30 or older with 10 or more years of service, you may choose to receive a deferred allowance payable at age 65. If you have 15 or more years of service, your deferred allowance can be paid to you as early as age 60. You may cancel your deferred allowance before it becomes payable and make a written request for a refund of your contributions plus accrued interest.

Reciprocal Transfer. If you start work with an employer whose pension plan has a reciprocal agreement with this plan, you may apply to transfer your service and contributions to the other plan. Under a reciprocal agreement, service is credited to you in accordance with the requirements of the importing plan, based on the contributions and interest transferred. The amounts transferred may be more or less than sufficient to cover the full service with the importing plan.

Each reciprocal agreement has unique clauses so you should discuss your situation with the administrators of each of the pension plans involved.

The following is a list of pension plans with whom the Public Service Superannuation Plan has a reciprocal agreement:

- City of Moose Jaw;
- City of Regina;
- City of Saskatoon;
- Federal Government of Canada (not including Royal Canadian Mounted Police, Central Mortgage and Housing Corporation, Bank of Canada or Armed Forces, but including employees of the Northwest Territories and Yukon);
- Ontario Municipal Employees Retirement Board;
- Province of Alberta;
- Province of British Columbia;
- Province of Manitoba;
- Province of New Brunswick;
- Province of Newfoundland;
- Province of Ontario;
- Saskatchewan Crown Investments Corporation
- Saskatchewan Government Insurance;
- Saskatchewan Health-Care Association;
- Saskatchewan Indian Agricultural Program;
- Saskatchewan Municipal Employees' Superannuation Plan;
- Saskatchewan Teachers' Superannuation Commission; and
- University of Regina.

WHAT IF I BECOME DISABLED?

If you become incapacitated for all employment purposes because of ill health or disability, you may apply for:

- a non-reduced pension if you have 15 years of service (or 10 years with credited war service);
- or
- a refund of your contributions and interest, plus a matching amount, if you have between 10 and 15 years of service.

If you are insured under a long-term disability plan, you should investigate your options under that plan before you choose early retirement or a refund of contributions due to ill health.

While in receipt of benefits under the Government of Saskatchewan Disability Income Plan Saskatchewan Government Employees' Union Long ~~Term~~ Disability Plan, a pension contribution deducted from your insured benefit ~~as long as~~ the employee and employer relationship continues. Because **you** continue to contribute to the pension plan, your years of service and final pension will increase.

To apply for an ill health allowance under the pension plan, you must:

- a) make a written request to the Public Service Superannuation Board (PSSB);
- b) have a medical report completed by your doctor (contact the Public Employees Benefits Association to obtain the medical report form);
- c) be examined by a doctor chosen by the PSSB; and
- d) provide a photocopy of your Canada Pension Plan Notice of Entitlement form if you have a receipt of the Canada Pension Plan disability benefit.

If your application is approved, your case will be reviewed periodically by the PSSB. An allowance will be reduced, suspended or discontinued if you have recovered or if in the opinion of the PSSB, you are no longer totally and permanently disabled.

The disability allowance (i.e. early retirement due to ill health allowance) is calculated in the same manner as a non-reduced allowance payable prior to age 65.

WHAT BENEFITS GO TO MY ESTATE OR BENEFICIARY WHEN I DIE?

What benefits are payable if I die before retirement?

If you die with 10 or more years of service, your spouse will receive:

- a) 60% of your non-reduced pension; and
- b) 10% of your non-reduced pension for each dependent child under the age of 18 years maximum of 25% for all dependents, calculated at the time of your death.

For example, a spouse with three dependent children would receive 85% of the employee's pension based on pensionable service and average salary at the time of death.

A surviving spouse under age 65 should refer to the section "What is the optional OAS increase to 65?".

If you do not have a spouse at the time of your death but you have dependent children under age 18, 60% allowance is payable to your children in place of the children's allowance until the youngest of them becomes age 18.

Children's allowances cease at age 18.

If you have applied **for** a joint annuity with the PSSB, your spouse will receive 100% of your joint annuity pension based on the ages of both you and your spouse at the time of your death. Children's allowances are not payable under a joint annuity benefit.

What if **I** die prior to retirement **leaving** no spouse or dependents?

If you die in-service leaving no dependents, a refund of your contributions and interest is paid to your estate.

What are the spousal and dependent's benefits **if I die** after retirement?

If you did not apply for a joint annuity, your spouse is entitled to 60% of the benefits you are receiving at the date of your death.

If you chose a joint annuity, your spouse will continue to receive **the** same basic pension that you received before you died. Dependent's benefits are not payable if a joint annuity benefit is chosen.

If, however, you leave no spouse or dependent children, the amount of your contributions **plus** interest at the date of your retirement, minus the amount paid to you as a pension allowance, will be paid to your estate.

SPLITTING OF PENSION CREDITS UPON MATRIMONIAL BREAKDOWN

Payments to members; members' equity in the plan and retirement allowances can be split due to matrimonial breakdown in accordance with orders issued under *The Matrimonial Property Act*. The pension plan is subject to *The Enforcement of Maintenance Orders Act*.

WHO ADMINISTERS THE PENSION PLAN?

Administration

The administration of the plan is supervised by a three member board consisting of a Chairperson, an employer representative and a member who represents the Saskatchewan Government Employees' Union.

The Public Service Superannuation Plan is governed by *The Public Service Superannuation Act* and *The Superannuation (Supplementary Provisions) Act* and related regulations.

The plan is registered with Revenue Canada as a Registered Pension Plan under the *Income Tax Act* (Canada).

How is the plan funded?

The plan is funded by employee contributions: the employer is responsible for any liability that may accrue under the plan. Contributions are deposited as revenue and payments are charged against the general consolidated fund of the Province.

**WHO DO I CONTACT IF I HAVE QUESTIONS ABOUT
THE PLAN?**

You may direct your questions and concerns to your Human Resource Office or:

**Public Service Superannuation Plan
c/o Public Employees Benefits Agency
Suite 400A, 2350 Albert Street
Regina, Saskatchewan
S4P 4A6**

**Phone: (306) 787-2992
Fax: (306) 787-0244**

PUBLIC EMPLOYEES' SUPERANNUATION PLAN

The following describes the general terms and conditions of the Public Employees (Government Contributory) Superannuation Plan as at May 1, 1993.

This information does not replace or supersede the legislation governing the plan.

INTRODUCTION

The Public Employees Superannuation Plan came into effect on October 1, 1977. **You** are a member of this plan if:

- a) you became a regular full-time employee on or after October 1, 1977;
- b) you are a regular part-time or term employee and elect to participate in the plan after May 19, 1981; or
- c) you chose to transfer from the "Old Plan" to the "New Plan" on or before September 30, 1978.

WHO IS ELIGIBLE?

Some of the participating employers include the Saskatchewan Property Management Corporation, the Saskatchewan Assessment Management Agency, the Saskatchewan Institute of Applied Science and Technology, Saskatchewan Power, SaskTel, Liquor Board, Workers' Compensation and Executive Government.

Regular full-time employees must participate.

To participate in the plan you must complete an Application for Enrolment Form which is available from your Human Resource Branch.

Regular part-time and term employees can elect to participate in the plan. Your election to participate in the plan cannot be revoked. If you terminate employment and are hired into another non-permanent position, you will be given the option to participate in the plan.

WHO PAYS?

You contribute 5% of your regular salary to the pension plan

Salary includes bonuses such as a lump sum collective agreement signing bonus or performance payments. Salary does not include overtime pay or payment of temporary performance of higher duties.

These contributions are deducted from your pay cheque.

Your employer matches your required contributions to the plan dollar-for-dollar.

Maximum contribution

The Income Tax Act (Canada) has established a maximum limit for contributions to a pension plan. Any contributions to a pension plan in excess of the yearly maximums, must be refunded to the employee and employer with interest.

The following are the maximum contributions (total employee and employer) that employers will remit:

1991	\$12,500
1992	12,500
1993	13,500
1994	14,500
1995	15,500

WHEN CAN I RETIRE?

The normal age of retirement is age 65

You may retire and purchase an annuity:

- a) **as** early as age **55** years with one year of pensionable service; or
- b) at any age after **35** years participation in the plan.

You may retire but delay the purchase of an annuity. However, you must purchase an annuity prior to your 71st birthday.

WHAT IS AN ANNUITY?

An annuity may be viewed as the opposite **of** a mortgage. With a mortgage you borrow a fixed sum of money and in return you pay a monthly amount over a number of years. Under an annuity you pay a fixed sum of money and in return you receive monthly payments.

HOW WILL MY PENSION BE PAID?

What are the features **of** my annuity?

Employee and employer contributions are accumulated in an account established on your behalf. You may use the full amount **of** the contributions plus interest to purchase an annuity on or after retirement.

You may purchase an annuity from either the plan or from an insurance company.

Your annuity must have the following features:

- a) it must provide you with a fixed and regular payment;
- b) it must be payable to you for the remainder of your life;
- c) it must ensure that the total of all payments to you, your spouse and/or your beneficiaries at least equals the lump sum used to purchase the annuity; and
- d) it must provide the same payment to a male or female.

New Provision

Alternative **forms of** pension allowances

The Act governing the Plan now provides for a regulation to allow alternative forms of pension allowances.

Once the regulation is in place, Plan members will be able to purchase, from financial institutions, other forms of pensions such as a Life Income Fund and Registered Retirement Income Fund.

It is expected this regulation will be in place in 1993.

What effect will my marriage have on my annuity?

Married participants must purchase a "joint-life annuity", The following options are available:

- a) a 100% joint-life annuity provides for the same monthly payment for your spouse if your spouse outlives you; or
- b) you may select an annuity which provides a reduced pension to your spouse at the time of your death. (The options include 50%, 66 2/3% and 75% of the payment you were receiving.)

Definition **of** spouse

The definition of spouse has been broadened to include a common-law spouse.

Spouse means:

- a person who is married to an employee; or
- if an employee is not married, a person of the opposite sex with whom the employee is cohabiting as husband and wife at the relevant time (earlier of retirement or death) and who has been cohabiting continuously with the employee as his or her spouse for at least one year prior to the relevant time.

A legal marriage takes precedence over a common-law relationship. Therefore, a member can only declare a common-law relationship if the member has never been married or if the member has been married and the marriage was terminated by death or divorce.

A retiring member with a common-law spouse must declare the spouse at the time of retirement in order for the spouse to receive spousal benefits.

In the case of the death of a member before retirement, a common-law spouse must make a legal declaration to receive spousal benefits.

Ability to waive the spousal allowance

A spouse has the right to waive the right to a joint annuity

Generally, if a spouse waives their right to a joint annuity the pension of the superannuate will be higher.

Under all options you are guaranteed a total payout of the balance in your account on the date you retire.

Example: Suppose you had accumulated \$35,000 in the Public Employees Superannuation Plan over your working lifetime. **If** both you and your spouse die after receiving a total of \$25,000 in monthly payments, the annuity would pay **\$10,000** to the estate **of** whoever dies last.

If you are legally separated, but not divorced, you are considered married for purposes of the pension plan.

How will my annuity be affected if I am single?

Single participants may choose one **of** the following alternatives:

- a) an annuity payable for your life; or
- b) an annuity payable for your life with the guarantee that if you die within 15 years from retirement, your annuity payment will continue to your beneficiary or estate for the remainder of the 15 year period; or
- c) a joint annuity similar to that **of** a married member with the appointment **of** a joint-annuitant. The joint-annuitant must be your dependent.

The same guarantee **of** the payout **of** your account applies **as** described above.

HOW MUCH WILL **MY PENSION** BE?

The amount of your monthly annuity payment will depend on:

- a) your age and the age of your spouse or joint-annuitant when your annuity is purchased;
- b) the rate of interest in effect when your annuity is purchased;
- c) the amount **of** equity you have upon your retirement which is based on how much you earned and contributed to the plan, and the rate of return allocated each year to your contribution account; and
- d) the type of annuity you purchase.

Men and women retiring under the same circumstances will receive the same monthly pension.

How does "age" affect the amount of my annuity?

If you purchase a 100% joint-life annuity with a pension account balance of **\$100,000** at an annuity interest rate of 10% per year reducing to 6% after 15 years, you could expect to receive the following monthly payment:

Your Age	Age of Joint-Annuitant	Monthly Payment
65 years	65 years	\$952.08
65 years	55 years	863.18
55 years	65 years	863.18
55 years	55 years	827.33
55 years	50 years	804.64

How does the annuity interest rate affect my annuity?

If you purchase a 100% joint-life annuity with pension equity of \$100,000, you could expect to receive the following monthly payment assuming you are age 60 years and your joint-annuitant is age 60 years:

Annuity Interest Rate*	Monthly Payment
12 % per year	\$998.22
10% per year	878.13
8% per year	763.53
6% per year	655.30

* reducing to 6% per year after 15 years.

How does my account balance affect my annuity?

If you purchase a 100% joint-life annuity at an annuity interest rate of 10% per year (reducing to 6% after 15 years), you could expect to receive the following monthly amount assuming you are age 60 years and your joint-annuitant is age 60 years:

Account Balance	Monthly Payment
\$500,000	\$4,390.63
250,000	2,195.32
150,000	1,317.20
100,000	878.13
75,000	658.60
50,000	439.07
30,000	263.44

How does the "type of annuity" affect my monthly payments?

If you purchase an annuity with an account balance of **\$100,000** at an annuity interest rate of **10%** per year (reducing to **6%** after **15** years), you could expect to receive the following monthly payment assuming you are age **60** years and your joint-annuitant is age **60** years:

Type of Annuity	Monthly Payment	Monthly Payment to Joint-Annuitant on Your Death
<i>Joint-life</i>		
100%	\$878.13	\$878.13
75%	902.32	676.74
66 2/3%	910.66	607.11
50%	927.71	463.86
<i>Single-life</i>		
No Guarantee Period	\$948.50	
15 Year Guarantee	917.89	

WHAT IF I TERMINATE MY EMPLOYMENT?

When **am I** locked-in and vested?

If you are over age **25** years with at least one year of service, your money is locked-in and vested.

"Locked-in" means that if you terminate employment you cannot get a cash refund of your contributions. These contributions must be paid **to** you in the form of an annuity. You may receive an annuity **as** early as age **55**.

"Vested" means that the employer's contributions made on your behalf must be **used** to provide you with a pension. SIAST does not receive a refund of its contributions if you terminate employment.

What are my options **if I** am "locked-in" and "vested"?

The following options are available to you:

- a) leave your money in the Public Employees Superannuation Plan to earn interest;
- b) transfer your money to a locked-in Registered Retirement Savings Plan;
- c) purchase an annuity if you are at least age **55** with one year of pensionable service; or
- d) transfer your funds and service to a pension plan with which the Public Employees Superannuation Plan has a reciprocal agreement.

If you have service or monies that you **would** like to transfer to or from another pension plan, you **should** contact the Public Employees Benefits Agency (PEBA).

PEBA can tell you if any changes have been made to specific reciprocal agreements or to ~~the~~ list of participating employers.

The Public Employees Superannuation Plan has a reciprocal agreement with the following employers:

- Canada Mortgage and Housing Corporation;
- City of Moose Jaw;
- City of Regina;
- City of Saskatoon;
- Crown Investments Corporation;
- Government of Canada;
- Investment Corporation of Saskatchewan;
- Municipal Employees' Superannuation Plan (Saskatchewan);
- Ontario Council of Regents of Colleges of Applied Arts and Technology Pension Plan;
- Ontario Hospital Association (one-way to PESP);
- Ontario Municipal Employees' Retirement System;
- Province of Manitoba;
- Province of Newfoundland;
- Province of **New** Brunswick;
- Province of Nova Scotia;
- Saskatchewan Government Insurance;
- Saskatchewan Health-Care Association;
- Saskatchewan Indian Agriculture Program;
- Saskatchewan Research Council; and
- Saskatchewan Teachers' Superannuation Plan.

What are my options if I am not "locked-in" and "vested"?

You may exercise your rights under a reciprocal agreement as described above, or you may **request** a refund of your employee contributions plus interest. The employer contributions made on your behalf are refunded to your employer.

The payment can be made to you:

- a) in one lump sum with income tax deducted as required by Revenue Canada; or
- b) transferred to your RRSP **with** no income tax deducted.

If you do not request a refund, your monies remain in the fund and earn interest until you request a refund, die or qualify for a pension.

WHAT BENEFITS ARE PAYABLE WON MY DEATH?

What if **I** die prior **to** purchasing an annuity?

If you are married and you die before you purchase your annuity, your spouse may elect to:

- a) purchase an annuity with your total account balance (employee and employer contributions plus interest) to be payable immediately or on a deferred basis; or
- b) receive a lump **sum** payment **in** lieu of purchasing an annuity; or
- c) leave the monies in the fund and earn interest.

All other beneficiaries (or your estate) are required to receive a lump sum payment of **your** account balance.

If you are single and you die before you purchase your annuity, the balance in your account is paid to your named beneficiary or estate.

What if **I** die **after** the purchase **of** an annuity?

The benefit payable to your spouse, beneficiaries or estate is dependent on the type of annuity you purchased. There is a guarantee of the payout of the equity used to purchase the annuity.

WHAT IF I TAKE A LEAVE OF ABSENCE?

You will continue your participation in the plan while on a leave of absence.

If you are granted a leave and continue to **work** for a participating employer, you are required to make contributions based on the salary you earn while on leave.

For example, if you are on leave to work in a temporary position, you contribute on the salary you **earn** in the temporary position. Contributions will be deducted from your pay.

If you are granted any other type of leave (e.g. maternity leave), you must contribute to the plan on the basis of the salary you earned before going on leave. The contributions must be made immediately upon your return to **work**, either in a lump sum payment or by doubling your contributions over a period of time equal to the leave taken.

The Income Tax Act (Canada) has imposed a 5 year limit on the total amount of time for which an employee can contribute to a pension plan for all leaves of absence commencing on or after December 31, 1991.

Accumulated leaves of absence may exceed 5 years, however, for pension purposes it must be limited to 5 years.

Therefore, if an employee's accumulated leave is greater than 5 years, the employee can only contribute for 5 years of the leave.

Union leave, disability, and workers' compensation are not considered a leave of absence.

Members are also permitted a maximum of 3 years for parenting leave (maternity or paternity) in addition to the 5 year limit.

WHAT IF I BECOME DISABLED?

If you are eligible for benefits under the Government of Saskatchewan Disability Income Plan or the SGEU Long Term Disability Plan and you continue to be employed by your employer, your regular contributions will be deducted from your disability benefit and forwarded to your pension plan. The employer will continue to match your contribution.

CAN I PURCHASE PRIOR SERVICE UNDER THE PLAN?

Prior service cannot be purchased under this plan. Prior service means pensionable service with a participating employer such as the Government of Saskatchewan.

SPLITTING OF PENSION CREDITS UPON MATRIMONIAL BREAKDOWN

Payments to members, members' equity in the Plan and retirement allowances may be split in accordance with orders issued under The Matrimonial Property Act.

HOW DO I APPLY FOR MY PENSION?

If you want to retire before age 65, you must apply to the Public Employees Superannuation Plan Supervisory Board, in writing, no later than the last day of the month before the date your annuity is to begin.

The Public Employees Benefits Agency (PEBA) will send you forms to complete. If you have not retired prior to age 65 you will be contacted by PEBA in order to initiate procedures or elect to defer your annuity. You must purchase an annuity prior to age 71.

You must provide a certified copy of your birth certificate, and if married, a certified copy of your spouse's birth certificate and a certified copy of your marriage certificate. Certified copies are copies of the original document whereby the copying process has been witnessed by a Commissioner for Oaths, a Notary Public or a Justice of the Peace.

Your pension normally becomes effective the first of the month after you turn age 65. Allowances are payable at the end of each month following the date of retirement. Your cheque may be electronically deposited to a financial institution of your choice.

WHO ADMINISTERS THE PENSION PLAN?

The administration of the plan and the investment of the fund are supervised by a seven member Supervisory Board. The Board consists of

- a) the Chairperson;
- b) three Employee Representatives; and
- c) three Employer Representatives.

The Public Employees Superannuation Plan is governed by *The Superannuation (Supplementary Provisions) Act* and related regulations and amendments thereto. The Minister of Finance is responsible for the Act.

The plan is also registered with Revenue Canada **as** a registered pension plan under the *Income Tax Act* (Canada).

The Public Employees Benefits Agency in Saskatchewan Finance provides the day-today administration of the plan.

WHO LOOKS AFTER THE ASSETS?

Both employee and employer contributions are credited to the Public Employees Superannuation Plan.

The money in this fund is invested for the benefit of the PESP members by investment experts under the guidance of the Supervisory Board.

Investment earnings are credited to individual accounts **as** at March 31 of each year.

A formal statement **of** account showing **your** equity is mailed every year to your **last** address shown on our files.

It is your responsibility to keep the Public Employees Benefits Agency informed of your current address. Your Human Resource Branch is not obliged to do this for you.

**WHO DO I CONTACT IF I REQUIRE FURTHER
INFORMATION ABOUT THE PLAN?**

You may direct your questions and concerns to your Human Resource Branch or the:

Public Employees Benefits Agency
Saskatchewan Department of Finance
Suite 400A, 2350 Albert Street
REGINA, Saskatchewan
S4P 4A6

Phone: (306) 787-6779
Fax: (306) 787-0244

This document does not replace or supersede *The Superannuation (Supplementary Provisions) Act*, related regulations or amendments thereto.

SIAS (ACADEMIC AND ADMINISTRATIVE SUPPORT UNITS)

SIAS Kelsey Institute
Idylwyld Dr. & 33rd St.
Saskatoon, SK
S7K 3R5
Tel: 933-6350
Fax: 933-6490

SIAS Wascana Institute
Saskatchewan St. & 6th Avenue N.W.
Moose Jaw, SK
S6H 4R4
Tel: 694-3200
Fax: 693-3321

SIAS Woodland Institute
1100 - 15th Street East
Prince Albert, SK
S6V 6G1
Tel: 953-2494
Fax: 953-7099

SIAS Palliser Institute
221 Winnipeg St. N.
Regina, SK
S4P 3A3
Tel: 787-4356
Fax: 787-4278

SGEU OFFICES

Regina (Head Office)
1440 Broadway Avenue
Regina, SK
S4P 1E2
Tel: 522-8571
Fax: 352-1969

33 Eleventh Street West
Prince Albert, SK
S6V 3A8
Toll Free: 1-800-667-9355
Tel: 764-5201
Fax: 763-4763

1114 - 22nd Street West
Saskatoon, SK
S7M 0S5
Toll Free: 1-800-667-9791
Tel: 652-1811
Fax: 664-7134