



MEMORANDUM OF AGREEMENT

Between

**SASKATCHEWAN INSTITUTE OF APPLIED
SCIENCE AND TECHNOLOGY**

And

THE SIAST PROFESSIONAL SERVICES BARGAINING UNIT

Represented by

**SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION**

The parties agree to this Memorandum of Agreement including all appendices which constitutes full and final settlement of the terms of the Collective Agreement for the period July 1, 2012 to June 30, 2016 as negotiated by the parties.

The undersigned representatives of the parties agree unanimously to support and recommend acceptance of all terms of the Memorandum of Agreement to their respective principals and conduct the ratification process involving the said collective agreement following the signing of this Memorandum of Agreement.

Within the said collective agreement the parties agree to the following:

ARTICLE 1 DEFINITIONS

- 1.2 **"Academic Unit SIAST Faculty Association"** consists of those categories of employees, or employees from time to time determined by the parties or designated by the Labour Relations Board as members of the ~~academic~~ **unit SIAST Faculty Association**.
- 1.18 **"Incumbent"** is the employee who **currently occupies the position, or who** last occupied the position.

- 1.19 **“Internal Applicant”** are in-scope employees including probationary employees covered by the provisions of the collective agreement. ~~Applicants from the bargaining unit in which the position has been posted will be given first consideration. If it is determined that there are no applicants from the bargaining unit in which the position has been posted, qualified for the position, then employees from the academic unit will be considered as internal applicants.~~
- 1.XX **“Lateral Movement”** is the movement of an employee into a position which has the same pay band as their previous pay band.
- 1.38 **“Reassignment”** is a situation where the details of an employee's assignment may be changed as a result of redistribution of existing work within a program/department. ~~Reassignment may also occur between programs in program divisions that have a common first year providing the employee has the requisite qualifications/skills/abilities.~~ The level of duties and responsibilities involved in the reassignment are at the same level as the employee's current assignment. Reassignments do not involve a change in locale or position.
- 1.49 **“Transfer”** is the movement of an employee from one pay band to another pay band with the same maximum hourly rate of pay.

ARTICLE 2 SCOPE

This Agreement applies to all employees of the Saskatchewan Institute of Applied Science and Technology covered by the order of the Saskatchewan Labour Relations Board between the parties, and by any subsequent orders amending that order.

- a) These employees occupying the positions of:

President and CEO
Executive Assistant to the President and CEO
Administrative Assistant to the Executive Assistant to
the President and CEO
Institutional Secretary
Executive Assistant to the Board of Directors
Executive Assistant to Dean's Council
Provost and Senior Vice President, Academic
Executive Assistant to the **Provost and Senior Vice**
President, Academic
Vice President, Strategy and Advancement
Executive Assistant to the Vice President, Strategy and

Advancement

CFO and Vice President, Administrative Services
Executive Assistant to the **CFO and** Vice President,
Administrative Services
Dean of Business / **Information and Communications
Technology**
Executive Assistant to the Dean of Business / **Information
and Communications Technology**
Dean, ~~Basic Education~~ **Academic and Career Education**
Executive Assistant to the Dean, ~~Basic Education~~ **Academic
and Career Education**
Dean of ~~Industrial Training~~ **Construction / Transportation**
Executive Assistant to the Dean of ~~Industrial Training~~
Construction / Transportation
Dean of ~~Science and Health~~ **Health Services / Animal and
BioSciences**
Executive Assistant to the Dean of ~~Science and~~
Health Services / Animal and BioSciences
Dean of ~~Community Services~~ **Human Services and Public
Safety / Hospitality and Tourism**
Executive Assistant to the Dean of ~~Community Services~~
**Human Services and Public Safety / Hospitality and
Tourism**
Dean of ~~Technology~~ **Mining, Energy and Manufacturing /
Natural Resources and Built Environment**
Executive Assistant to the Dean of ~~Technology~~ **Mining,
Energy and Manufacturing / Natural Resources
and Built Environment**
Dean of Nursing
Executive Assistant to the Dean of Nursing
Associate Vice President, Financial Services
Executive Assistant to the Associate Vice President, Financial
Services
Associate Vice President, Human Resources
Executive Assistant to the Associate Vice President, Human
Resources
Associate Vice President, ~~Research and Innovation~~
Academic and Research
Executive Assistant to the Associate Vice President,
~~Research and Innovation~~ **Academic and Research**
Associate Vice President, Information Technology Services
Associate Vice President, Strategy Management
Executive Assistant to the Associate Vice President,
Strategy Management
Associate Vice President, Student-Affairs **Services**

Executive Assistant to the Associate Vice President, Student
Affairs **Services**

~~Executive Director, Facility Management & Projects~~

Associate Vice President, Facilities Management

~~Executive Assistant, to the Campus Director~~ **Facilities
Management** – Kelsey

~~Executive Assistant, to the Campus Director~~ **Facilities
Management** – Woodland

~~Executive Assistant, to the Campus Director~~ **Facilities
Management** – Palliser

~~Executive Assistant, to the Campus Director~~ **Facilities
Management** – Wascana

~~Executive Director, Public Affairs~~ **Associate Vice President,
Communications and Marketing**

~~Associate Dean of Industrial Training~~ **Construction /
Transportation**

~~Associate Dean of Technology~~ **Mining, Energy and
Manufacturing / Natural Resources and Built
Environment**

Associate Dean of Nursing

Director, Aboriginal Strategy

Director, Applied Research

Director, Architecture, Applications and Data Services

Academic Director, Business Development and International
Partnership

Director, Client and Infrastructure Services

~~Director, Continuing Education~~

Director, Donor and Alumni Relations

Director, Enterprise Risk Management

Director, Financial Planning

Director, Health & Safety

Director, Human Resource Advisory Services

Director, Human Resource Strategy Development

~~Director, Institutional Planning~~

Academic Director, ~~Virtual Campus~~ **Learning Technologies**

~~Academic Director, Library Services~~

Director, Employee Relations

Academic Director, Student Development

Controller

Registrar

Manager, Ancillary Services

Manager, Applications and Data

Manager, Client Support and Financial Analysis

Manager of Communications

Facility Manager (4)

~~Campus Director – Kelsey~~
~~Campus Director – Woodland~~
~~Campus Director – Wascana~~
~~Campus Director – Palliser~~
Manager, Financial Accounting and Project Management
Manager, Health, Safety and Security (4)
Manager, Human Resource Advisory Services
Manager, Employee Relations
Manager, Payroll Systems and Services
Manager, Procurement and Asset Management
Manager, Revenue and Receivables
~~Senior Compensation and Rewards Specialist~~ **Manager,**
Total Rewards Strategy
Conflict Resolution Facilitator (2 1) **Organizational**
Effectiveness Consultant (1)
Human Resource Consultant (11 10)
~~Senior Recruitment & Retention Specialist~~
Representative Workforce Consultant
Compensation and Rewards Analyst
Recruitment and Retention Analyst
HRIS Analyst (2)
Human Resource Assistant (6)

FINAL LIST TO BE DEVELOPED BETWEEN THE PARTIES PRIOR TO PRINTING OF THE COLLECTIVE BARGAINING AGREEMENT TO REFLECT THE UPDATED CERTIFICATION ORDER.

- 2.1 (b) Employees that are members of the academic **SIAST Faculty Association** bargaining unit.

ARTICLE 3 UNION SECURITY

3.2 Union Deductions

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

locations will be sent concurrently to the union chairperson at each Campus.

The Union will also be provided with a separate monthly statement including the names of all new employees covered by this Agreement hired during the month, their date of hire, employment status, classification and rate of pay, and the names of all employees who have retired or terminated employment and their date of severance.

This information shall be submitted electronically.

3.4 Representation

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

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

3.4.3 The employer shall allow the union to post notices and information of interest to the employees on bulletin boards designated for the use of the union and ~~may allow the union use of the SIAST electronic communication systems. with the permission of the Associate Vice President, Human Resources or designate.~~

3.5 No Discrimination

3.5.1 Without being limited to the specifics of the following, SIAST agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with regard to any employee in the matter of hiring, wage rates, training upgrading promotion, ~~transfer~~ **lateral movement, relocation**, lay-off, discipline, classification, discharge, educational leave or otherwise by reason of age, race, creed, color, 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.

ARTICLE 4 APPOINTMENTS/SELECTION

4.3 Job Postings

4.3.1 Postings referred to in articles 4.2 and 4.12 shall be up for a minimum of seven (7) campus working days to provide for applications.

4.3.1.1 Upon written agreement of the campus committee chairperson, the posting period may be shortened.

4.3.1.2 The Employer will provide rationale to the union upon cancelling a competition.

4.3.2 In situations where an employee can show notice of position(s) has not been received prior to the closing date (in accordance with articles 4.2 and 4.12), a reasonable period of time will be allowed for such employees to submit an application provided no offer has been made.

4.3.3 Notwithstanding any of the provisions in this article, nothing shall prevent the employer temporarily filling an assignment with an employee in order to meet program needs of the campus to a maximum of twenty-nine (29) working days or less than fifty-nine (59) calendar days, except where circumstances warrant, the campus committee chair may agree to an extension of time, which shall not be unreasonably denied.

4.4 Information on Postings

4.4.1 Job postings will contain the following information:

Working title, brief description of duties and pay band of position, the minimum required qualifications, skill, ability and experience salary, hours of work and whether the position is full-time, part-time **including the portion of FTE and work pattern**, or for the Casual Employment **RecCall** List(s), deadline for applications, expected start date and any other pertinent information.

4.5 Posting with an Incumbent

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

1. Postings shall include an incumbent. **Incumbents are required to have an active profile in the system.** Incumbents are required to complete an incumbent form **authorizing the employer to place the incumbent in the competition.**
2. Incumbents will not be required to apply for the position but may be challenged by more senior qualified applicants.

3. If an incumbent is challenged by a more senior qualified employee, the human resource consultant or designate shall advise the incumbent, in writing, that the incumbent will be required to submit an application.

4.6 Outside Advertising

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

4.6.2 No new employee shall be hired until the applications of the present employees and those persons applying from the re-employment lists of the employer have been considered in a closed competition and it has been determined that the internal applicants are not qualified for the position. Subject to article 4.3.2, employees who did not apply in the initial closed competition will not be considered in the open competition provided the open competition has been posted and/or advertised within **forty-five (45)** calendar days of the closing of the closed competition. Extensions to this timeline will not be unreasonably denied.

4.7 Appointments

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

- a) qualifications, skills, abilities and experience of the individual as it relates to the specific job for which selection is being done, and
- b) seniority (~~from either collective agreement~~).
 - (i) ~~seniority of applicants from the academic unit will be recognized if there are no qualified applicants from employees in the bargaining unit.~~

4.7.2 **Upon request, the employer will provide the union with an opportunity to review the applications of new hires covered by this agreement.**

4.10 Union Observer

4.10.1 The employer shall notify the union of the time, place and date of the assessment of applications and/or interviews for any full-time or part-time positions for which any employee has applied. The union shall be entitled to have a representative present to function as an observer during such

assessments or interviews. **The Union will be given a minimum of forty-eight (48) hours' notice of such assessments. Interview guides will be made available to the union observer a minimum of seventy two (72) hours in advance of the scheduled interviews.** All time involved as an observer will be without loss of pay. SIAST will endeavor to schedule assessment of applications and/or interviews with a view to minimizing impact on programming and services.

4.10.2 The employer will allow the union to observe the assessment of applications and interviews of employees who have applied for any full-time or part-time positions. Effective July 1, 2016, all time involved as an observer will be paid by the union.

4.12 International Assignments

~~4.12.1 All international assignments, which the employer chooses to fill, shall be posted at all campuses of SIAST.~~

~~4.12.2 All international assignments, which the employer chooses to fill, will be posted on the Careers @ SIAST Web Page for seven (7) calendar days.~~

~~4.12.3 Appointments to international assignments will be subject to article 16.~~

~~4.12.4 An employee, who has applied for and been appointed to an international assignment will not be deemed to have accepted another position and, therefore, will be able to continue in their position upon completion of the international assignment~~

4.13 Reciprocal Rights

~~4.13.1 When an employee moves from one bargaining unit to the other, via competition, such an employee will carry forward seniority and all other applicable benefits earned.~~

~~4.13.2 When an employee moves from one bargaining unit to the other the employee's seniority will be recalculated on the basis of article 5.~~

4.17 Reassignments

4.17.1 Notwithstanding 4.2, the employer, in consultation with the employee and the union, may reassign the duties of an employee within the employee's program(s)/department(s).

4.17.2 Reassignments as a result of new work or new funding which are thirty (30) or more working days or encompass sixty (60) or more calendar days will be posted with an incumbent subject to challenge by more senior qualified

applicants within the employee's program/department. The additional duties will be included in a new JIQ and be subject to re-evaluation. The re-evaluation results will not be subject to challenge.

4.17.3 In a situation where there is a temporarily inadequate workload, work may be transferred to or from departments. In all cases the campus chairperson shall be advised.

4.17.4 Reassignments do not involve movement to other locales.

4.17.5 If an employee's position is moved to a different program/department, the employer, in consultation with the union, may reassign the employee to that program/department.

~~4.17.5.1 If employee chooses not to be reassigned, the employee will be laid-off and allowed to exercise rights under article 7.6.1(a) or (b).~~

Within one (1) year of the reassignment, the supervisor will submit a revised JIQ which will be subject to the process and provisions outlined in article 13.4.2.

~~4.21 Casual Employment Recall List~~

~~4.21.4 Casual Employment~~

~~4.21.1.4 Casual assignments, which the employer chooses to fill, will be less than thirty (30) occasions and encompass less than sixty (60) calendar days. Extensions may be granted by agreements between the employer, the employee and the union. Such agreement will not be unreasonably withheld.~~

~~4.21.2 Procedure~~

~~4.21.2.1 The Human Resource Office at each campus will keep and administer Casual Employment Recall Lists as required.~~

~~4.21.2.2 All employees and persons recruited for the Casual Employment Recall Lists are eligible to be placed on the Casual Employment Recall List. Employees/persons wishing to be on a Casual Employment Recall List will be appointed by the hiring process conducted by the Human Resource Office, in accordance with the collective agreement.~~

~~4.21.2.2.1 It will be the responsibility of employees and persons who wish to be on the Casual Employment Recall List to inform SIAST on or before April 30th of each year that they wish to continue on the Casual Employment~~

RecCall List. The Human Resource Office, at each campus, will provide the employee with a form specifying this option and the return deadline with employee's letter of offer.

4.21.2.2.2 If there is a requirement for a casual employee and no Casual Employment **RecCall List** has been developed, SIAST will appoint a qualified in-scope employee to the assignment, then post to develop the list. If there is no in-scope employee available SIAST will recruit externally.

4.21.2.2.3 Employees who are laid-off will have their names placed on the appropriate Casual Employment **RecCall List(s)** if the employee requests. These employees will provide the Human Resource Office with the following information:

1. Qualifications, skills, abilities and experience of the individual as it relates to the specific job for which the employee wishes to work.
2. The employee's availability for employment.

4.21.3 The names listed on the Casual Employment **RecCall Lists** will be in order of seniority/service from the previous June 30 seniority list. The qualified employees/persons will be called in that order. In the event of unavailability, the next employee/person on the Casual Employment **RecCall List** will be called.

4.21.3.1 Employees/persons with a break in service as per Article ~~6.1.2~~ **6.2.2** may have their names removed from the Casual Employment **RecCall List**. If left on the list, they will be considered to have no seniority/service when the order of recall is determined.

NEW

4.21.6 Seniority for Employees Retaining Casual Status

4.21.6.1 **Notwithstanding Article 7.2.2, an employee in one or more on-going or end-dated position(s), and who voluntarily vacates all of the aforementioned position(s), while electing to maintain employment with SIAST on the Casual Employment Call List such that the employee's only status is that of a casual employee, shall continue to be able to utilize their seniority for use in employment competitions including but not limited to seniority consideration, placement and vacation entitlement.**

4.21.6.2 **The employee will lose the balance of their sick leave accrual upon election to remain on the casual list only.**

- 4.21.6.3** Such employee will not be eligible to utilize their former years of service for the purposes of severance calculations.
- 4.21.6.4** Notwithstanding the above, upon subsequent re-employment with SIAST to an on-going or end-dated position(s), such employee shall, after five (5) years of continuous service be credited with the employee's previous service in accordance with Article 5.3.7. The employee must submit a written application to the union following the process outlined in Article 5.3.7.

ARTICLE 5 SENIORITY

5.3 Seniority List

5.3.7 An employee who is subsequently re-employed after a break in service shall, after five (5) years of continuous service **with SIAST**, be credited with the employee's previous service for seniority purposes upon written application to the union by June 30 of the appropriate year. Applications will only be deemed received when all supporting documentation has been received. Any approved seniority reinstatement will be effective on January 1 following the date which the employee applied.

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

5.8 Seniority Acquired Under Other Agreements

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

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

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

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

~~FTE = Full Time Equivalent~~

6.1 Assessment While on Any Probation

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

- a) Performance requirements established by the employer will be communicated to the employee, in writing, at the outset and discussed during the employee's probationary period. Performance requirements will be established based on the classification specifications and the job descriptions and will include the responsibilities, qualifications, skills, abilities and experience appropriate to the job.
- b) The immediate supervisor shall evaluate performance by direct observation on at least two (2) different occasions.
- c) Two (2) written performance assessments will be completed for each employee during the probationary period. Performance assessments will be conducted at two (2) and five (5) months in the case of a six (6) month probationary period (130 working days) and five (5) and eleven (11) months in the case of a twelve (12) month probationary period (260 working days).
- d) Performance assessments will be discussed with the employee and shall be signed by the employee to indicate awareness of the assessment. Employees will be advised whether they have successfully completed the probationary period. A current job description is required when the final probationary review is complete.

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

- e) **Prior to agreement to extend a probationary period, in accordance with Article 6.2.3, the employer will meet with the employee and provide written expectations required of the employee in order to pass probation.**

ARTICLE 7 LAY-OFFS

7.4 Bumping Requirements and Conditions

- 7.4.1 (a) A permanent employee who is laid-off or bumped may exercise accumulated seniority to bump provided the employee has the demonstrated competence or the qualifications, skills, abilities and experience to perform the work required.
- ~~(b) A permanent employee may not bump into a part-time position that starts in the next academic/fiscal year provided the position has been posted with an incumbent. Notwithstanding the foregoing, nothing shall prevent a laid-off employee from applying/challenging for the position through the regular appointment procedure.~~
- ~~(c) There will be no bumping from one (1) bargaining unit to the other bargaining unit.~~
- (d b) SIAST Administrative Offices will be a separate locale for bumping purposes
- (e c) An employee in two (2) or more part-time assignments, who has a thirty (30) percent reduction of their total assignment, may bump. The employee in bump mode may maximize their employment up to and including full-time status; this may include bumping into more than one (1) position. Upon successful completion of the bumping process, when maximizing their employment, the employee will resign from any remaining assignments to ensure not to exceed full-time status
- (d) **A full time employee in bump mode may maximize their employment up to and including full-time status; this may include bumping into more than one (1) position. Upon successful completion of the bumping process, when maximizing their employment, the employee will resign from any remaining assignment to ensure not to exceed full-time status.**

- (f e) Employees on a definite leave appointed to a position with a definite term will not be allowed to bump at the end of the assignment.
- (g f) Employees posted as an incumbent are not eligible to bump unless they are successfully challenged by a more senior employee.
- (h g) There will be no bumping to or from temporary vacancies as defined in article 4.46 **1.48**.
- (i h) Employees who bump may serve a trial period of 80 working days when bumping into a position in a higher pay band than the position they are bumping from. An employee may be returned to the bumping process if:
 - 1) the employer finds the employee demonstrably unable to perform the duties of the position or;
 - 2) the employee so elects.

7.6 Options for the Bumped or Laid-off Permanent Employee

- 7.6.1 A permanent employee who is laid-off or bumped may elect one (1) of the following four (4) options:
- (a) to bump, if eligible, in accordance with article 7.4 and 7.7.
 - (b) to be placed on a re-employment list and have rights in accordance with article 4.
 - (c) to resign from all positions in the bargaining unit and take severance pay in accordance with article 10.16 and access Career Assistance Options in article 10.17, if the employee does not have an opportunity to remain as the incumbent in their current assignment(s).
 - (d) to access retirement programs currently in place.
- 7.6.2 A probationary employee that receives notice of lay-off may elect one of these options if the employee's status will be permanent on or before the last day of the employee's notice period.
- 7.6.3** Any ~~full-time~~ employee **in an ongoing position** who has been appointed to an ~~part-time~~ **end-dated** position as a result of a competition will not be eligible to resign and accept severance at th7.6.3e end of that position or subsequent ~~part-time~~ **end-dated** positions.

7.6.4 Any employee in an ~~full-time~~ ongoing position who is appointed to an end-dated position who does not request a definite leave from their former position, will not be allowed to bump at the end of the assignment. Applications for leave in order to assume an end-dated assignment will not be unreasonably withheld.

7.7 Bumping Process

7.7.1.2 Evaluation of Qualifications, Skills, Abilities and Experience

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

7.7.1.2.2 When the employee in bump mode does not fully meet the demonstrated competence of a vacant position, the employer may, on a without prejudice basis, fill the position with the bumped or laid off employee who does not meet the position's prerequisite. Such conditional appointment shall be subject to the employee meeting the required prerequisites in a timeframe identified by the employer.

Employees that do not meet the required objectives within the specified timeframe, will be eligible for options 7.6.1 (b) and (c).

ARTICLE 10 PAY ADMINISTRATION

10.4 Annual and Semi-Annual Increments

10.4.1 All probationary and permanent employees shall receive within-range increments effective April 1.

10.4.2 An employee will be entitled to the annual increment in the employee's pay range on the employee's annual increment date provided that the employee has been authorized and has reported for work a minimum of two hundred (200) working days since the employee's last increment.

10.4.2.1 Employees in pay bands 1-3 will be entitled to a semi-annual increment up to and including step 3 in the employee's pay range provided that the employee has been authorized and has reported for work a minimum of one hundred (100) working days since the employee's last increment.

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

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

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

10.4.4 For the purpose of article 10.4, days paid for sick leave, ~~pressing necessity~~, **personal leave**, holidays, vacation, workers' compensation, leave with pay and union business leave shall be regarded as service. An earned day off shall be counted as a day of service.

10.5 Pay on Promotion

10.5.1 Except as described elsewhere in the collective agreement, on promotion, an employee's rate of pay shall be adjusted to the minimum of the new range except that the rate will not be less than one full step above the employee's salary on date of application in a reclassification situation, or date of appointment in an appointment situation and not more than the maximum of the new range. If the assignment produces a rate between two (2) steps in the range of the higher paid position, the salary shall be adjusted to the higher of these two (2) rates then an additional step shall be added if the employee is not at the maximum step.

10.5.2 A permanent employee who is promoted and fails the probation shall revert to the position held prior to promotion or by mutual agreement the employee may revert to a similar position. The rate of pay in the position will be adjusted upwards based on any increments which would have been earned had the employee not been promoted.

10.5.3 ~~The promotion formula in article 10.5.1 shall be used when permanent employees of one (1) bargaining unit of the campus accept higher paid positions in the other bargaining unit. This formula will also apply if a permanent employee from an out-of-scope position successfully bids to a higher level position covered by this agreement.~~

10.9 Pay on Bumping or SIAST Initiated Transfer Lateral Movement or Relocation

10.9.1 Where, as a result of a bump or a SIAST initiated ~~transfer~~ **lateral movement, or a SIAST initiated relocation**, a permanent employee is employed in the same or similar position, the rate of pay shall be at the same step in the band as at the time of lay-off, or previous to the ~~transfer~~, **lateral movement or relocation**, including any time which may have been earned toward an increment.

10.16 Severance Pay

10.16.1 A permanent employee **whose initial hire date is on or before June 30, 2014** who is bumped or laid-off shall be entitled to receive severance pay on resignation calculated at the rate of two (2) weeks' pay for each of service or portion thereof (rounded up). Pay will be calculated on the basis of the employee's rate of pay at the time of separation. Severance pay is a payment to an employee to ease the effects of involuntary separation through lay-off. It is not compensation for past services.

10.16.2 A permanent employee whose initial hire date is on or after July 1, 2014, who is bumped or laid-off, shall be entitled to receive severance pay on resignation calculated at the rate of one (1) weeks' pay for each year of service or portion thereof (rounded up). Pay will be calculated on the basis of the employee's rate of pay at the time of separation. Severance pay is a payment to an employee to ease the effects of involuntary separation through lay-off. It is not compensation for past services.

ARTICLE 11 ALLOWANCES, DIFFERENTIALS AND OTHER PAYMENTS

11.15 Standby

11.15.1 Definition – Standby duty shall mean a period during which an employee is not on regular duty but during which the employee is assigned to be on call and immediately available to return to work. In no case shall such assignment be less than one (1) hour.

11.15.2 Standby Pay - The employee shall be paid the sum of \$1.50 per hour, for actual hours on standby duty.

Effective July 1, 2014, the employee shall be paid the sum of \$2.00 per hour, for actual hours on standby duty.

Effective July 1, 2015, the employee shall be paid the sum of \$2.50 per hour, for actual hours on standby duty.

- 11.15.3 All employees required to be in standby shall be assigned a device to facilitate employer contact.
- 11.15.4 No employee of ~~SIAST~~ will be required to be on standby for more than two (2) weekends in four (4) **without mutual agreement in writing between the employee and the supervisor.**
- 11.15.5 Employees ~~accepting~~ **assigned** a standby assignment shall be deemed to be accepting of a call-back if it is the result of a situation arising ~~from~~ **during a the standby assignment. The employee must be available to return to work immediately. A call-back during a standby assignment is not on a voluntary basis.**

ARTICLE 12 VACATION ENTITLEMENT/DESIGNATED HOLIDAYS

Article 12.2 – Vacation Entitlement in the First Fiscal Year of Employment
renumber articles 12.2.2 to 12.2.13 to 12.3 to 12.14 as these articles apply to more than the first fiscal year of employment.

12.4 Family Development Day

- 12.4.1 Each full-time employee shall receive two (2) designated family development days per fiscal year to be scheduled between Christmas and New Year's, effective July 1, 2007.
- 12.4.2 **Effective July 1, 2014, in lieu of family development days, employees who work less than 1.0 FTE, shall be entitled to the benefits of this article on the basis of 0.77% percent of their regular wage earnings on each pay cheque or they may elect such earnings be banked and paid out upon request. Earnings for this purpose shall not include vacation leave pay.**
- 12.4.3 **Each full-time employee shall receive three (3) designated family development days per fiscal year to be scheduled between Christmas and New Year's, effective July 1, 2016.**
- 12.4.4 **Effective July 1, 2016, in lieu of family development days employees who work less than 1.0 FTE, shall be entitled to the benefits of this article on the basis of 1.15% percent of their regular wage earnings on each pay cheque ~~in lieu of family development days~~ or they may elect**

such earnings be banked and paid out upon request. Earnings for this purpose shall not include vacation leave pay.

ARTICLE 16 LEAVE OF ABSENCE

16.1 General Leave

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

~~16.1.3.1 Article 16.1.3 shall not apply to employees who take a leave to work in the other bargaining unit.~~

16.7 Union Business

16.7.2 Union Release Time

16.7.2.1 The employer recognizes the additional responsibilities in carrying out an elected campus chairperson role. The campus chairpersons shall be reduced by .50 FTE or 130 days per year to allow the elected employee representative an opportunity to resolve SIAST employee relations problems in a proactive manner. The bargaining unit chairperson shall receive .50 FTE or 130 days per year for union business. This application shall not result in any loss of earning, seniority or benefits or result in any overtime being incurred. A Campus Chairperson or appropriate designate must be available to meet during this allocated time with management representatives as required. **This clause will expire end of business day June 30, 2016.**

16.7.2.2 **Effective July 1, 2016, funds from the union release time will be applied to Article 12.4 Family Development Day.**

16.11 Short Term Leaves

16.11.1 Personal Leave

16.11.1.1 Personal leave is to be used for carrying out a personal or family responsibility, these responsibilities include matters where one has an obligation or duty and where one may be held accountable or answerable in some manner if the obligation is not met.

16.11.1.2 In order to meet the employer's need of running an effective, efficient work environment, there needs to be a balance between personal responsibilities and service delivery. Employees should provide reasonable notice and

obtain prior written approval from their supervisor when they intend to utilize personal leave, except in the case of an unforeseen or emergency situation

- 16.11.1.3** Employees shall be allowed leave of absence with pay and without loss of seniority and benefits in cases of leave under this article. Employees shall earn two (2) days per year for personal leave, pro-rated for part-time employment. Unused days will not be carried into the following year. Reasonable requests for **to a maximum of two (2) additional days per year** shall be granted and will be deducted from the General Sick Leave Bank as defined in Article 15.

ARTICLE 18 EMPLOYEE BENEFITS

- 18.1 All employees will be enrolled in benefit plans prescribed by the employer.

- 18.2 ~~Those former Community College employees who contribute to the Saskatchewan Teachers' Superannuation Plan or the Saskatchewan Federation Annuity Plan shall continue to be covered under the Saskatchewan Teachers' Basic Group Life Insurance.~~**

Renumber article accordingly

- 18.3** The following employee benefit plans are considered part of this agreement:

~~Great West Life Extended Health Plan~~
SGEU Long Term Disability Plan
PEBA Group Life Insurance Plan
~~SGEU Portaplan~~
Public Service Superannuation Plan
Public Employees' Pension Plan
Public Employees' Benefits Agency Dental Plan
~~Saskatchewan Teachers' Superannuation Fund~~
~~Saskatchewan Teachers' Group Life Insurance Plan~~
~~Saskatchewan Teachers' Accidental Death and Dismemberment Benefit~~
~~Saskatchewan Teachers' Annuity Plan~~
Great-West Life Group Plan (formerly London Life Group Plan)
Great-West Life Long Term Disability Plan (formerly London Life Long Term Disability Plan)
Municipal Employees' Superannuation Plan

- 18.4 ~~Great West Life Plan (Extended Health Plan)~~

ARTICLE 19 PERSONAL FLEXIBLE SPENDING ACCOUNT

19.1 Personal Flexible Spending Account

19.1.1 The employer shall establish a flexible spending account that will replace the previous professional development funds.

The total available funds for the Professional Services Bargaining Unit shall be:

\$138,963.00	for the 2008/09 2012/13 Academic Year
\$138,963.00	for the 2009/10 2013/14 Academic Year
\$138,963.00	for the 2011/12 2014/15 Academic Year
\$138,963.00	for the 2011/12 2015/16 Academic Year

Effective July 1, 2016 total available funds allocated to the flexible spending account will be 153,963.00.

ARTICLE 22 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

22.1 The employer and the union recognize that an effective Employee and Family Assistance Program (EFAP) is important for the health and wellness of employees and their families. The EFAP provides confidential access to professional counselling services.

The employer and the union recognize that mental illness and chemical addiction are health problems. Where necessary, sick leave benefits will be granted for treatment on the same basis as now applied for other health problems per Article 15.1.1.

Employees whose partner is undertaking a rehabilitative program for alcoholism or chemical addiction may apply for leave in accordance with Article 15.2.1.2.2.

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

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

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

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

~~(a) four (4) employees (two (2) academic/two (2) Professional Services) representing each campus and approved by the respective bargaining committees;~~

~~(b) four (4) employees appointed by SIAST management;~~

~~(c) Senior Compensation & Rewards Specialist~~

SIAST will continue to maintain an Employee and Family Assistance Program.

The parties will meet annually to discuss the plan's usage and recommend changes to the plan through meaningful consultation.

ARTICLE 23 DISCIPLINE, SUSPENSION AND DISMISSAL

Investigations

Prior to an investigation meeting, the employee will be advised of the nature of the issue to be discussed. The employee has the right to union representation at the meeting.

Discipline, Suspension and Dismissal

23.1 Reprimands shall be recorded by means of a letter to the employee with a copy to the union. The employee's written reply to specific complaints, accusations or expressions of dissatisfaction shall be filed on the employee's personnel file. All written reprimands issued to employees ~~originated by an in-scope supervisor~~ shall be signed and confirmed by the employee's immediate out-of-scope supervisor

23.7 The **out of scope** supervisor shall inform an employee of any meeting involving disciplinary action. The employee has the right to union representation

ARTICLE 24 GRIEVANCES

24.3.1.3 The employer shall address all grievance responses to the ~~agreement administration advisor~~ **Labour Relations Officer** assigned the SIAST bargaining units.

LETTER OF UNDERSTANDING

Between

**Saskatchewan Institute of Applied Science & Technology
(SIAST)**

And

**SGEU Professional Services Bargaining Unit
(SGEU-PSBU)**

Represented by

**Saskatchewan Government and General Employees' Union
(SGEU)**

RE: APPOINTMENT/SELECTION PROCESS REVIEW

Recognizing that there may be advantage to review the existing appointment/selection process, the parties commit to undertaking such a review based on Article 4.9 of the Collective Bargaining Agreement. The representatives of the parties will commence meeting no later than one hundred and eighty (180) days after the signing of the Collective Bargaining Agreement. The review should be concluded at least one hundred and eighty (180) days prior to the expiration of the Agreement.

Discussions shall include, but not be limited to, the following:

- (a) Appointment/selection
- (b) Equivalency formula/criteria
- (c) Prerequisite dispute resolution
- (d) Internal applicant testing
- (e) Internal applicant reference checks

LETTER OF UNDERSTANDING

Between

**Saskatchewan Institute of Applied Science & Technology
(SIAST)**

And

**SGEU Professional Services Bargaining Unit
(SGEU-PSBU)**

Represented by

**Saskatchewan Government and General Employees' Union
(SGEU)**

RE: JOB EVALUATION PROCESS REVIEW

Recognizing that there may be advantage to thoroughly review the existing Job Evaluation System, the parties commit to undertaking such a review, and in particular that representatives of the parties will commence meeting no later than one hundred and eighty (180) days after the signing of the Collective Bargaining Agreement this review may result in recommendations for the next general round of Collective Bargaining negotiations. To that end, the review should be concluded at least one hundred and eighty (180) days prior to the expiration of the Agreement.

Nothing in this Letter of Understanding will limit or restrict either party from seeking or obtaining resolutions or benefits through alternative available means, either under statute or the Collective Agreement.

Unless otherwise stated herein, any and all revisions become effective the 1st day of the month following the signing of the Collective Bargaining Agreement.

IN WITNESS WHEREOF the parties have hereunto caused these presents to be executed effective as, from and after the _____ day of _____, 2014.

Signed on behalf of:
SIAST

Signed on behalf of the:
SIAST Professional Services Bargaining Unit

Don Soanes

Terri Hamill, Chairperson

Garth McCormick

Bonnie Bond

Ian Paydli

Shawna North

Dan MacKay

Terri Wale

Karen Schlotter

Deb Zawada-Wiebe

Sean Engemoen

Kathy Mahussier, LRO, SGEU,