Proposed Housekeeping changes to the current 2017 – 2023 Collective Agreement

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​BETWEEN

SASKATCHEWAN POLYTECHNIC

​(SASK POLYTECH)

​AND

​SASKATCHEWAN POLYTECHNIC FACULTY ASSOCIATION

​(SPFA)

**NOTE:** The following proposals are submitted without prejudice to any court, arbitration or statutory tribunal.  The Saskatchewan Polytechnic Faculty Association reserves the right to amend, add or delete proposals as it deems appropriate in response to issues that arise in the workplace or in course of collective bargaining.  It is distinctly understood that nothing is agreed to until everything is agreed to, notwithstanding that the parties may choose to sign-off on items agreed upon for the sake of clarity and administrative purposes.

**Document Number:**

Presented: Friday, April 28th

SASKATCHEWAN POLYTECHNIC FACULTY ASSOCIATION (“SPFA”) HOUSEKEEPING PROPOSALS​

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​FOR AMENDMENTS TO

​THE COLLECTIVE AGREEMENT

​BETWEEN

​SASKATCHEWAN POLYTECHNIC

​(SASK POLYTECH)

​AND

​SASKATCHEWAN POLYTECHNIC FACULTY ASSOCIATION

​(SPFA)

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SPFA reserves the right to add, delete or amend any proposals during the period of negotiations.

Items shown in bold indicate new language, items struck through indicate a deletion

Errors and/or omissions accepted

Without Prejudice

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**​APRIL 28TH, 2023**

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**SPFA HOUSEKEEPING PROPOSALS**

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| **Proposal** | **Category** | **Article** | **Proposal** |
|  | Housekeeping AMENDMENT | 3.4.3 | AMEND: The employer shall allow the Association to post notices and information of interest to the employees on bulletin boards designated for the use of the Association **and allow the Association the use of Saskatchewan Polytechnic electronic communication systems to communicate with its members, individually or as a group, about Association matters. Conversely, employees may also use the Saskatchewan Polytechnic electronic communication systems to communicate to the Association about Association matters.** |
|  | Housekeeping NEW | 4.14.X | NEW: **A part-time employee who is assigned at least thirty (30) days, but less than one hundred and ninety-nine (199) full-time employment (F/T) days in an academic year, will retain the status of part-time.** |
|  | Housekeeping AMENDMENT | 5.5.1 | AMEND: Seniority shall be broken by reason of: (a) resignation **from all part-time and full-time positions;** (b) termination without reinstatement; (c) after thirty-six (36) months on the re-employment list; (d) not on re-employment list and have not worked in the last academic year; (e) appointment to an out-of-scope position other than when on TPHD or when on a leave. |
|  | Housekeeping AMENDMENT | 6.2.1.1 | AMEND: Upon initial hire, all employees shall serve a probationary period that must include at least one hundred (100) assigned days in one ongoing or end-dated position **in one program.** |
|  | Housekeeping AMENDMENT | 7.8.1.1 | AMEND: 7.8.1.1 If the employee disputes the written rationale for being bumped into a position or has been denied a bump, the following process will apply: 7.8.1.2 Within seven (7) days of written notification of the decision, the Association may ~~lodge a complaint~~ **file a grievance** on behalf of the employee.7.8.1.3 An arbitrator/adjudicator, agreed to by Saskatchewan Polytechnic and the Association, shall be appointed immediately on receipt of the ~~complaint~~ **grievance**.7.8.1.4 Within seven (7) days of receiving the ~~complaint~~ **grievance**, the arbitrator/adjudicator will hear the matter, and shall, within three (3) working days, provide a written decision based on the facts presented.7.8.1.5 When a ~~complaint~~ **grievance** has been ~~lodged~~ **filed**, Saskatchewan Polytechnic will not make an appointment prior to receiving the decision of the arbitrator/adjudicator.7.8.1.6 The parties agree that only one (1) ~~complaint~~ **grievance** may be ~~lodged~~ **filed** by an employee regarding any given bump.7.8.1.7 The parties will develop a list of agreed to arbitrators/adjudicators for this process. 7.8.2 Participants in the Process7.8.2.1 The employee shall have the benefit of representation by the Association, and Saskatchewan Polytechnic shall have the benefit of representation by the Human Resource Office. Legal counsel may be used by either party.7.8.2.2 The arbitrator/adjudicator shall have the authority to establish the general procedure to be followed at the hearing of the matter.407.8.2.3 The decision of the arbitrator/adjudicator under this procedure shall be final and binding on the parties and upon any employee(s) affected by the final decision of the arbitrator/adjudicator.7.8.3 Admissible Precedents7.8.3.1 The parties agree that submissions of precedent shall be limited to four (4) cases.7.8.4 Expenses7.8.4.1 The fees and expenses of the arbitrator/adjudicator and any other common expenses shall be shared equally by both parties.7.8.5 Conclusion of Dispute Resolution7.8.5.1 Any ~~complaint~~ **grievance** ~~lodged~~ **filed** with the arbitrator/adjudicator, during the term of this procedure, will be processed through to conclusion except when the employer and Association agree to terminate the process. |
|  | Housekeeping AMENDMENT | 7.9.4 | AMEND: Rights While on the Re-employment List 7.9.4.1 Permanent employees who are laid-off may have their names placed on the reemployment list for a period of thirty-six (36) calendar months from the date of lay-off. Such employees may, while on the re-employment list, elect to resign and be paid severance pay in accordance with article 10.20 if the employee did not have an opportunity to remain as incumbent in their former assignment, and access Career Assistance Options in article 10.21. ~~Employees on the re-employment list will be expected to apply for job postings of the Campus.~~**It is the responsibility of the employee on the re-employment list to apply for job postings on Saskatchewan Polytechnic’s career page.** |
|  | Housekeeping AMENDMENT | 9.1.1 | AMEND: All **full-time** members of the academic unit will work on the basis of a one hundred ninety-nine (199) assigned day year, **which is the equivalent of 1442.75 hours or an average of 7.25 hours per day. Part time and casual hours shall be pro-rated in relation to full time hours of 1442.75, or full day hours of 7.25, for calculating pay.** |
|  | Housekeeping AMENDMENT | 9Faculty Workload Table | AMEND: Employer Assigned Training – this includes New Instructor Orientation (NIO), New Employee Orientation (NEO)**, Learners, Instruction, and Fundamentals of Teaching (LIFT)** and Adult Teaching and Learning Institutes and ~~may~~ **shall** include other employer assigned training. |
|  | Housekeeping AMENDMENT | 9Category C | AMEND: **asynchronous** online/distance courses |
|  | Housekeeping DELETE | 9.2.3.4 | DELETE: Calculation of **~~Maximum~~** Complementary Functions  |
|  | Housekeeping AMENDMENT | 10.8.4 | AMEND: 10.8.4 Saskatchewan Polytechnic shall recognize experience at the commencement of **2786 days** **(I.e.:** **15 years)** of seniority in accordance with article 5 by providing a long service increment equivalent to five percent (5.00%) above the appropriate step in the pay tables in appendix A. |
|  | Housekeeping NEW | 10.9.2.2 | NEW: Only education not considered in the initial placement shall be eligible for achieving a new Educational Supplement.  |
|  | Housekeeping AMENDMENT | 10.9.3 | AMEND: When an employee qualifies to go from a lower educational supplement to a higher educational supplement, the employee’s pay shall be adjusted to the ~~minimum of the new educational supplement except that the rate will not be less than one full step above the employee’s salary on date of allocation and not more than the maximum of the new educational supplement. If the assignment produces a rate between two (2) steps in the higher educational supplement, the salary shall be adjusted to the higher of these two (2) rates then an additional step shall be added if the employee is not at the maximum step.~~ **same step on the new pay scale.** |
|  | Housekeeping AMENDMENT | 15.1.1 | AMEND: 15.1.1: Sick leave, for purposes of this article, is defined as ~~a period of time~~ **an assigned day or a portion of an assigned day** an employee is absent from work with full pay and shall include |
|  | Housekeeping AMENDMENT | 23.2.1 | AMEND: ~~Reprimands~~ **All performance management/disciplinary documentation that is provided to an employee as a result of an investigation** shall be recorded by means of a letter to the employee with a copy to the Association. 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~~**, performance management/disciplinary documentation** issued to employees ~~originated by an in-scope supervisor~~ shall be signed and confirmed by the employee's immediate out-of-scope supervisor  |
|  | Housekeeping DELETE | 23.2.8 | DELETE: ~~The employee and the Association 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.~~ |
|  | Housekeeping AMENDMENT | 24.3.1.3 | AMEND: The employer shall address all grievance responses to the SPFA ~~Labour~~ **Faculty** Relations Officer. |