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Proposed non-monetary 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”) NON-MONETARY 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 NON-MONETARY PROPOSALS**

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| **Proposal** | **Category** | **Article** | **Proposal** |
|  | Non-Monetary NEW | 1.xx | NEW: **Continuing Education Format means an asynchronous delivery of a class that is less than 60 assigned hours.** |
|  | Non-Monetary NEW | 3 | NEW: **Use of Personal Electronics: Employees will not be required to use their personal electronics for Sask Polytech business.**  |
|  | Non-Monetary AMENDMENT: | 3.11.1 | AMEND: For Association business Saskatchewan Polytechnic will provide the Association with a secure office with a desk, chair, phone and filing cabinet at each campus **and a central office at the main Saskatoon Campus not less than 1200 sq ft when a new campus is built.** A phone will be provided with the cost of the long-distance charges being covered by the Association. Saskatchewan Polytechnic will also provide a networked portable computer per campus Association office which shall be maintained and replaced as per Saskatchewan Polytechnic computer replacement policy (one (1) campus per year.  |
|  | Non-Monetary NEW | 3.12.xx | NEW: **The employer shall ensure a ratio of 80-20% full-time to part-time employees.** |
|  | Non-Monetary NEW | 4.7.xx | NEW: **Waiver of Interview for Single Candidate Internal Hires****Upon conclusion of the screening process for a posted position, if it is determined that there is only one (1) internal faculty applicant who: 1. meets the required qualifications, skills and abilities, 2. has successfully passed their initial probation, 3. is currently working in the program/department at any locale, the employer and SPFA agree to waive the formal interview process and move directly to make an offer.** |
|  | Non-Monetary AMENDMENT | 4.12.2.2 | AMEND: In cases where the dean or designate does not accept the nominee, or where no nominee is brought forward, the dean or designate may post for the vacancy in accordance with the job posting process flowing from article 4.3. **The dean or designate shall inform the nominee and the Association of the rationale for the denial.** |
|  | Non-Monetary AMENDMENT | 5.3.7 | AMEND: An employee who is subsequently re-employed after a break in employment shall, after ~~five (5)~~ **one (1)** year~~s~~ of continuous employment, be credited with the employee’s previous seniority ~~for purposes~~ upon written application to the Association ~~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~~ **30 calendar days following the date when the approved seniority is provided to the employer by the Association.** |
|  | Non-Monetary NEW[see Article 9 review document] | 9.xx | **9.X Assignable Workload Hours: The professional duties and responsibilities of the instructor are categorized into 3 components totalling 1442.75 in an academic year. An instructor’s assignable workload hours for the academic year will be determined using the model outlined below.****Categories:*** **Student Contact Hours (Category A)**
* **Complementary Function (Category B)**
* **Other Assigned duties (Category C)**
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|  | Non-Monetary AMENDMENT[see Article 9 review document] | 9Faculty Workload Table | AMEND: REMOVE FROM CATEGORY B: * student evaluation, assessment, preparation, marking, ~~PLAR assessments~~ and record keeping

AMEND: CATEGORY C: * prior learning assessment and recognition (PLAR) **assessments and** development

AMEND: Category C* **asynchronous** online/distance courses
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|  | Non- Monetary AMENDMENT[see Article 9 review document] | 9.1 | AMEND:**9.X Recognizing the professional and flexible nature of the work of academic staff, the daily hours of work for a single day may exceed seven and one-quarter (7.25) hours and/or may not be scheduled continuously if mutually agreed to by the employee and the employer. ~~staff member and Sask Polytech~~.** **9.X Hours of work for employees shall not exceed seven and one-quarter (7.25) hours per day (not including breaks) to a maximum of thirty-six and one-quarter (36.25) hours per week. Hours of work shall be scheduled to be continuous.** **9.X Programs will each determine their normal hours for program delivery. If the operational delivery of courses or course sections is required beyond normal hours within the program window, a process will be established when assigning continuing employees, with due consideration given to work-life balance. Employees may request hours outside this range that will be taken into consideration by Saskatchewan Polytech and will be approved if they meet the operational requirements for the delivery of the program.****9.X This article applies to those employees who occupy continuing or temporary fulltime or part time instructor positions.****9.X The parties acknowledge a full-time instructor’s salary is based on 1442.75 hours per academic year. 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.** **9.X The parties recognize that quality of instruction, focusing on student success utilizing an outcomes-based learning approach in a polytechnic environment is a shared principle that will guide the allocation of assignable workload hours. The work of an instructor is professional in nature allowing for flexibility, recognizing that an instructor’s workload throughout the academic year may experience minor peaks and valleys, except where operational circumstances and/or instructor preference require greater variability of the instructor’s workload. Instructors are responsible for completing all components of their workload and have the flexibility to perform work as their assigned schedule allows. The role of the instructor is to utilize their expertise to instruct students in order to contribute to student success. The parties recognize that class size impacts an instructor’s workload.** **9.1.1** 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 equivalent of 1442.75 hours or an average of 7.25 hours/day, pro-rated for part-time.****9.1.1.1** Allinstructors of the academic unit shall receive one scheduled preparation day per academic year at the instructor’s professional discretion.**This day will be considered part of other assigned activities as per the Faculty Workload Table.**  |
|  | Non-Monetary AMENDMENT[see Article 9 review document] | 9Definitions | AMEND: **Definitions**AMEND: PLAR Assessment – refers to conducting prior learning and assessment reviews (PLAR). ~~Where a high volume of PLAR assessments are assigned to a faculty member, the Dean or designate may assign this assessment work as an ‘other assignment’ (column C).~~**Program Leadership – may include but not limited to; coaching/mentoring instructors, providing program specific guidance to students, contributing to curriculum excellence and expertise of the program, engaging in activities that support student success, collaborating with management on program initiatives, participating in industry engagement, conducting NIO and onboarding.** **Administration/Service – may include but not limited to; committee participation, conducting classroom observation of peers, conducting prospective student interviews and completing third party requirements (accreditation reports), participating in Sask Polytech open house and program reviews, assisting with student events, working with relevant external stakeholders. Relevancy will be determined in collaboration with the program head, management, and the instructor.**  |
|  | Non-Monetary AMENDMENT | 9.1.1 | All instructors of the academic unit shall receive one scheduled preparation day per academic year at the instructor’s professional discretion. **This day will be considered part of ‘Other Assignments’ as per the Faculty Workload Table.** |
|  | Non-Monetary AMENDMENT | 10.2.1 | AMEND: All full-time employees shall be paid ~~semi-monthly~~ **bi-weekly.**; ~~all other employees shall be continued to be paid bi-weekly~~ |
|  | Non-Monetary AMENDMENT: | 10.5.8 | AMEND: For all classifications, ~~only post qualification~~ **all relevant** experience will be recognized. |
|  | Non-Monetary AMENDMENT | 10.6.1.1 | AMEND: An instructor that does not have education/training recognized by the educational supplements described in appendix B shall have their education supplement determined on the basis of article 10.9.1. ~~d)~~ |
|  | Non-Monetary NEW: | 10.6.1.2 | NEW: **Upon initial hire the employer shall review all education submitted by the employee for the purpose of Educational Supplement placement. The employer shall provide the employee with documentation identifying the education considered in the initial placement and the calculations used in determining placement.** |
|  | Non-Monetary AMENDMENT | 10.12.2.1 | AMEND: 10.12.2.1 For the purpose of determining supervisory stipends payable for monitoring/supervising continuing education outreach programs, the calculation will be made as follows: ~~on the basis of one stipend per twenty (20) courses/programs to a maximum of three (3) stipends. A stipend is; $92.68 (semi-monthly) effective July 1, 2008; $97.00 (semi-monthly) effective July 1, 2014; and $101.00 (semi-monthly) effective July 1, 2015~~

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| **Stipend** | **Amount of Stipend** | **Number of Courses** |
| **1** | **$101.00 (bi-weekly)** | **20 or less** |
| **2** | **$202.00 (bi-weekly)** | **More than 20 up to and including 40** |
| **3** | **$303.00 (bi-weekly)** | **More than 40** |

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|  | Non-Monetary AMENDMENT | 13 | AMEND: The parties agree to undertake a review of Article 13, using the language developed by the committees established at the last round of bargaining as a starting point. |
|  | Non-Monetary NEW | 15 | NEW: **15.X.X Emergency Measures: Any faculty member, who is required to self-isolate or self-quarantine as a result of a health directive from a government agent or agency, ~~emergency measures enacted by an applicable government or agency, and who does not require the use of medical leave~~, shall experience no reduction in accumulated sick leave or seniority or, where applicable, shall have their work reassigned appropriately to remote duties.** |
|  | Non-Monetary AMENDMENT | 15 | NEW: **For the purposes of accessing the following leaves: A) Organ Donation Leave, B) Compassionate Care Leave, C) Interpersonal Violence Leave, D) Critically ill Child Care Leave, E) Crime Related child death or disappearance leave, faculty shall be eligible to draw from accumulated sick leave benefits to the maximum number of days allowed by the *Saskatchewan Employment Act* for such approved leave in order to receive pay for such days.** |
|  | Non-Monetary AMENDMENT | 15.1.1 | AMEND: Coverage will be provided under this article for an employee to accompany the employee’s dependent in any of the above planned treatments or examinations outlined in (c). **In the case of illness of a dependant member of the family of the employee, when no one other than the employee can provide the care for the dependent, the employee shall be entitled to use annual sick leave credits up to a maximum of 15 days per year.**  |
|  | Non-Monetary AMENDMENT | 16.8.1.1 | AMEND: 16.8.1.1: Personal/**wellness** leave is to be used for carrying out a personal or a family responsibility within the context of today’s societal demands and pressures. These responsibilities include **A)** 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; **B) self-care to ensure work-life balance; C) other reasons that support the employee’s wellbeing or a family member’s wellbeing** |
|  | Non-Monetary AMENDMENT: | 23.1.1 | AMEND 23.1.1: Prior to an investigative meeting **where an employee is being called as a witness**, the employee and Association will be advised of the nature of the issue to be discussed. **Prior to an investigative meeting involving the employee in which allegations have been brought forward against, the employee will be****provided with specific details of the issue to be discussed and the individuals involved, in writing, at least 48 hours prior to the meeting.** The employee has the right to Association representation at the meeting. |
|  | Non-Monetary AMENDMENT | 25.1.2 | AMEND: ~~The arbitrator will be selected~~ ~~on a rotational basis from a list developed and agreed to by the parties, updated as required. The order in which they will act shall be determined by the order in which they have been listed. In the event that the person arbitrator whose turn it is to act is not available, the arbitrator next following shall act.~~ **The parties shall exchange a list of no less than 2 arbitrators each. If an agreement cannot be found the Minister of Labour will appoint an arbitrator.** |
|  | Non-Monetary AMENDMENT | 25.2.4 | AMEND: The arbitrator shall render a decision within ~~fifteen (15)~~ **sixty (60)** days of the end of the hearings unless there is mutual agreement between the parties to extend the deadline. If the deadline is extended, a mutually agreed upon date will be provided by the arbitrator |
|  | Non-Monetary NEW | 25.1.X | NEW: **25.1.X The selected arbitrator must be able to hear the matter no later than 4 months after agreeing to the appointment.** |
|  | Non-Monetary AMENDMENT | Appendix B | The parties agree to undertake a review of Appendix B to ensure it encompasses all relevant education recognized by the employer for the purpose of educational supplements.  |
|  | Non-Monetary AMENDMENT | Appendix C | The parties undertake to review all programs in Appendix C to ensure proper placement of all programs. |