

# SAFAGARY



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## Fee-for-Service Instruction at SAIT

by Heather Sagan

SAFA filed a policy grievance on October 25, 2001, because the Association believed that the use of individual fee-for-service contracts between 8 a.m. – 6 p.m. on weekdays contravened the Collective Agreement.

At issue, as well, was the designation of academic staff by the SAIT Board of Governors from the time the SAIT Board of Governors and the SAIT Academic Faculty Association negotiated the first Collective Agreement under Board governance in 1982. In 1982 under the Technical Institutes Act of Alberta (and now the Post-Secondary Learning Act), the Board of Governors was granted the authority to designate academic staff members. It is an anomaly in labour relations for the Employer to decide who is a member of a bargaining unit. The SAIT Academic Faculty Association is granted exclusive authority under the Act to enter into a Collective Agreement representing academic staff members.

In Arbitrator David Jones' Award, from the 2001 policy grievance on fee-for-service, he stated that "... Recommendations to the Board regarding Designation of Academic Staff make it clear that certain positions will not be considered for designation as academic staff members—including 'any person employed in a fee-for-service category'." Arbitrator Jones further stated that the SAIT/SAFA Collective Agreement does not apply to fee-for-service instruction. In addition, Jones rejected SAFA's suggestion that all fee-for-service instruction must be treated as instruction given by an academic staff member who is a casual employee as defined in the Collective Agreement. Arbitrator Jones' also stated in his Award that with the exception of the Temporary & Casual Letter of Understanding, there are no restrictions in the Collective Agreement limiting SAIT's ability to use fee-for-service instruction and that the provisions of the Collective Agreement relating to fee-for-service instruction do not breach the Act.

The Association did not agree that the intent of the Board of Governors in 1982 was to exclude a group of academic staff members. The Association filed a Notice of Motion in the Court of Queen's Bench challenging that by explicitly excluding fee-for-service Instructors, such exclusion was outside the limits of the administrative authority of the Board of Governors. Justice Hawco, who heard this Notice of Motion, dismissed the application of the Association. SAFA appealed Justice Hawco's ruling to the Alberta Court of Appeal. Justice Hawco's ruling was unanimously upheld by the three judges on Alberta Court of Appeal.

During the last two rounds of collective bargaining, and at the Interest Arbitration in June 2005, the Association proposed language so that fee-for-service Instructors would have rights under the Collective Agreement. In its presentation to the Interest Arbitration Board, SAIT's position was that the Association was trying to get at Interest Arbitration what it was denied by Arbitrator Jones and Justice Hawco.

The Employer has assured the Association that fee-for-service instruction during the day is done only in earned revenue programs and not in grant-funded programs. However, there are earned revenue programs in more than one academic department where Instructors are employed in either permanent or temporary salaried positions. SAIT has the capacity to employ all Instructors teaching in daytime earned revenue programs in salaried positions; however, in some programs they choose not to do that. What the Association has been attempting to achieve is recognition that Instructors employed on a fee-for-service basis are doing the same job as other academic staff members and should have the same rights under the Collective Agreement.

ACIFA has pursued the designation of academic staff members with Advanced Education because of these issues at SAIT and Lakeland College. As a result of these discussions, principles and guidelines have been established by Advanced Education regarding the des-

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## PRESIDENT'S MESSAGE



by Ceril Kenny

There have been some developments in the area of the Collective Agreement negotiations since the last SAFAGRAM. We received the Arbitration Award on November 4, but there are some points that will have to go back to the Arbitrator for clarification.

Members of both SAIT and SAFA negotiating teams met on November 10 to go over the details in the Award and to discuss potential wording/interpretation problems that might arise. It is important that these discussions take place before the new Collective Agreement is printed and distributed.

The SAFA negotiation team hosted an information meeting for faculty November 16, but I would like to emphasize the following important points:

- The Collective Agreement will cover a three-year term; i.e., from July 1, 2004, to June 30, 2007. Since we are already over halfway through this term, there will be retroactive pay from the beginning of the Agreement which will be paid with the January 2006 pay cheque (or will be paid in February 2006 if the faculty member wants to be paid with a separate cheque). It also appears that faculty members can put the retro pay into the SAIT RRSP plan (subject to the limitations of the amount eligible for RRSPs).
- The salary increases awarded were 4 percent for each year of the Agreement. From July 1, 2006, the salary

grid will change from the type of grid currently in use (A-F levels and steps 1-10) to a single-line grid (similar to that currently in place at NAIT). Unfortunately, the details of the single-line grid to be used were not included in the Award—that is very definitely one of the items that needs to be clarified!

- This single-line grid does not come into effect until July 1, 2006, but what makes it so important for us as Faculty is that as of that date, MIPS will no longer apply. The Instructor Preparation Level (A-F), where the instructor is placed on the current grid at June 30, 2006, will affect the lateral movement to the new single-line grid.
- **It is critical that instructors who have education credits that need to be assessed under MIPS have these credits reviewed before June 30, 2006. It has come to our attention that MIPS assessments for some faculty members have recently stalled or been suspended in some departments. It is now critical to get those assessments going again.**

There are obviously more sections of the Collective Agreement that were covered in the Award, but we believe that the items covered above have the most immediate impact for Faculty.

I wish everyone a fantastic, well-deserved Christmas break, and I look forward to meeting again in the New Year. ♦♦

*Fee-for-Service Instruction at SAIT  
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ignition of academic staff in Post-Secondary Institutions. "It is the responsibility of all parties involved in the designation of academic staff to ensure these principles are followed in order to support a quality learning system that is ultimately focused on the learner."<sup>1</sup>

SAIT and SAFA have both spent thousands of dollars on this issue—SAFA to attempt to get rights under the SAIT/SAFA Collective Agreement that the Association believes fee-for-service Instructors are entitled to.

At NAIT during the last round of collective bargaining, the Employer and the Association signed a Letter of Intent to look at a similar issue. A Committee was established and has made recommendations that took effect with the commencement of the 2005/2006 academic year.

The SAIT Human Resources Development Plan Values:

*Our core value is personal integrity:*

- *We do what we say we will do.*
- *We are accountable for our actions.*
- *We treat people the way we would like to be treated ourselves.*

*We value:*

- *Our learners, who are the reason for SAIT's existence.*
- *Our faculty and staff, whose expertise, dedication, and commitment are extraordinary. They are responsible for SAIT achieving great things.*

The feedback that SAFA receives from Instructors on fee-for-service contracts is that they do not feel valued. They are doing the same job as other Instructors but they do not receive any of the same benefits.

The Association will continue to pursue the rights of fee-for-service Instructors through other avenues available to us. ♦♦

<sup>1</sup>"Designation of Academic Staff, Best Practices in Alberta's Public Colleges and Technical Institutes." *Alberta Advanced Education*, May 2005.

## SAFAGRAM

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SAFAGRAM editorial policy, as approved by the SAFA Executive on June 14, 1995, is as follows:

1. The Editorial Board has the final say as to what is included or deleted from the newsletter.
2. Editorial Board decisions about newsletter material must be agreed to by consensus.
3. The newsletter will include a disclaimer stating that the views expressed in its content do not necessarily represent the views of the Editorial Board or SAFA.
4. All material included in the newsletter must
  - be signed by the author when submitted to the editors but anonymity may be requested and granted for printing.
  - be based on "reasoned argument" if personal criticism is used.
  - not involve name-calling.
  - not include sexist, racist, or homophobic comments.
  - be related to SAIT, although this will be interpreted broadly.

**The views expressed in SAFAGRAM do not necessarily represent the views of the Editorial Board or SAFA.**



## LIBRARY REPORT



by Dave Weber (284-8476) and  
Nora Robinson (210-4073)

On November 7, we welcomed Kat Johnston to the Library. Kat has filled the new instructional librarian position. She brings a wealth of classroom and web-application instructional experience obtained during her work at Grant MacEwan Community College and University of Alberta libraries. Kat is a graduate of the University of Alberta, with a Bachelor of Arts degree (Honours) in Art History and a Master of Library and Information Science degree. Her professional interests include information literacy, reference work, and technology issues.

### Art Exhibitions Displayed In the Library

The SAIT Library is hosting its first-ever display of staff artwork from November 14 to December 16. In previous years, we have hosted displays of student work from the photojournalism and architectural drafting programs. Staff members who had visited these displays asked for the opportunity to display their work.

The artwork includes photographs, wood sculptures, fabric art, paintings, blown glasswork, and mechanical sculptures. Staff participants include AnneMarie deGroot (CALs), Artem Radine (B&T), Beverly Cavanagh (HPS), Bruce Watson (CALs), Christa Bruns (CALs), Jim Catley (ICT), Kevin Swaby (M&A), Leta Jeanes (CALs), Lorna Bates (HPS), Louise Costescu (M&A), Randy Kaltenbach (ICT), Rebecca MacNaughton (CITD), Richard Manuel (CITD), Robert Berdan (ICT), and Shoaib Nasir (CALs).

We invite you to drop in to see your colleagues' work.

We also hosted two art displays from the Alberta Foundation of the Arts Circulating Collection in the fall semester.

### Library Hours for Final Exams and Pre-Christmas

Dec. 10-11	10:00 a.m. - 5:00 p.m.
Dec. 12-15	7:30 a.m. - 11:00 p.m.
Dec. 16	7:30 a.m. - 5:00 p.m.
Dec. 17-18	Closed
Dec. 19-23	8:00 a.m. - 5:00 p.m.
Dec. 24 - Jan. 1	Closed
Jan. 2	8:00 a.m. - 5:00 p.m.

### Library Renovations

The Library is planning to expand its computer facilities by renovating the area immediately in front of the library entrance. The area currently contains three wave

tables with limited network access for laptop students. Preliminary plans include adding desktop computers and printers converting the existing tables to full network access and adding a fourth networked wave table. Southeast and northwest doorways will also be installed to enable separate hours of service for the library and the new computer facility.

### Library Equipment

A New HP LaserJet 5550dn colour printer for student use was installed in October. Print quality and speed are greatly improved, and the price remains only \$.70 per sheet.

### Library Contest Winner

The Health and Public Safety Department added a human skeleton to our Reserves Collection in September. He (or she) participated in our Halloween activities. Alison Hart has won the first annual "Name the Library Skeleton" contest. Her winning moniker was Mister Bone Jangles. Alison won a \$10 bookstore gift certificate. Drop by to meet Mr. Bone Jangles. He resides in the reserve collection and can be checked out for a two-hour loan. Sorry, you can't take Mister Bone Jangles home, but you can book a library study room with him. ☛

**SAFA**  
**Christmas Party**  
**Monday, December 19**  
**3:00 p.m. - 6:00 p.m.**  
**4-Nines Cafeteria**  
**Christmas Leave**  
**Friday, December 23, 2005 to**  
**Monday, January 2, 2006 inclusive**



# Cadmus Foundation Trades Teaching Chair

by Jack Firth

*Continued from the Sept./Oct. issue*

**November 14 to 18, 2005**

*Kennametal University, Latrobe, Pennsylvania-  
Comprehensive Application Engineering Course*

The Comprehensive Application Engineering Course is designed to provide a broad base of knowledge for selection and use of metal-cutting tools. This course is divided into four sections comprised of lecture, lab, and machine demonstrations.

1. **Mechanics of Metal-Cutting**—covers tooling from a design perspective. This section starts with a discussion on how tools cut and progresses through the design elements related to turning, milling, and drilling. All aspects of cutting geometry will be discussed along with its relationship to the cutting edge, work-piece material, and power.
2. **Materials Technology**—starts with a discussion on common cutting-tool materials and how they relate to one another, a discussion of powder metal technology, how carbide is made, and progresses through modern carbide and ceramic grade technology. Coating technology will include common application methods as well as the latest advances in coating materials.
3. **Selection and Application**—introduces the tool path method of selecting and applying tooling. This section divides into three main operations of turning, milling, and hole-making. Selection and application will include processing exercises to provide hands-on experience.
4. **Machining Economics**—covers elements that affect productivity and overall cost, such as establishing operating conditions to gain maximum efficiency, the cause and effect relationship between operating conditions and tool failure, machine ability, testing methods, and cost justification.

**November 21 to December 5, 2005**

*United Kingdom*

My plan is to visit the following three colleges which are within a 50-mile radius of one another. My intention is to research different methods used in the training of apprentices. I am confident this information will benefit both SAIT and the Apprenticeship and Industry Training in Alberta, as well as me as an instructor.

## Keighley College

This college is where it all began for me as a machinist apprentice. Keighley, Yorkshire, is an industrial town that has produced many fine machine tools in the past, such as Mitchell's Lathes, Keighley Grinders, and Dean Smith and Grace lathes, considered the Rolls Royce of engine lathes.

Keighley College offers many courses in engineering:

- BTEC National Award in Engineering
- BTEC National Certificate in Operations and Maintenance Engineering

- Engineering NVQ Level 3
- Engineering Technical Certificate Level 2—EAL Intermediate Certificate
- Engineering Technical Certificate Level 3—City and Guilds 2251

These courses are apprenticeship courses but at different academic levels. I am interested in their course outlines. I would like to compare their course outlines with our engineering apprenticeships (Millwright and Machinist) and our Engineering Technology program at SAIT.

## York College

The reason I will visit this college is that SAIT has Millwright and Machinist Apprentices registered from Bermuda. These apprentices all work for an oil and gas company, and this company sends these apprentices to York College before they come to SAIT. While the Bermudans do some prior training at York College, they do an Alberta apprenticeship with SAIT. I want to research what this prior training involves and how the training could be done at SAIT.

## Northern Technologies College, Nelson, Lancashire

Three years ago while holidaying in the U.K., I spoke with an old friend (who has a small engineering business) about apprenticeships. He recommended I talk to his son who is an instructor at the above college. I was not familiar with the college, although my last place of employment before I left the U.K. had been close by. Pendle Training was started in 1967 and was developed by companies in the area for the training of apprentices in the aerospace industry. In 1987, it became Employment Training, and in 1994, Northern Technologies became a much broader training centre encompassing a wide spectrum of the manufacturing sector.

I arranged to spend an afternoon looking around the college, and I was suitably impressed. The college promotes itself as a transfer mechanism for the manufacturing sector. It not only trains but also takes problematic jobs from industry to design, plans projects, manages projects, and provides detail design, prototyping, and production management.

I have contacted Steven Wilkinson, my friend's son, and he is aware of my intention to visit the college again. One of the directors of the college, Howard Nicholson—Managing Director of Regal Precision Engineers—was my first apprentice as a journeyman!

Again, I am confident that the time spent at this institution will be beneficial to both SAIT and me. ♦♦





## Update on Demutualization of Mutual Life

by Heather Sagan

On October 13, 2005, Mr. Justice W. E. Wilson, Court of Queen's Bench in Edmonton, handed down the following Judgment in the matter of the claim by the NAIT Academic Staff Association:

1. Payments shall be made to members of NASA who were employees of the Northern Alberta Institute of Technology ("NAIT") between 1988 and 1997 provided they were employed by NAIT on December 29, 1997 and had contributed to life and long term disability plans, as described in this litigation ("Entitled Members").
2. Distribution will be made by the Respondent NAIT promptly after January 1, 2006 and in accordance with Schedule "B" of this Order.
3. If an Entitled Member is deceased, the Distribution shall be made to his or her estate.
4. No Distribution from the Relevant Proceeds will be made if the payment would be less than \$10.00.
5. No Distribution from the Relevant Proceeds (as defined in the Agreed Statement of Facts attached as Schedule "A") need be made if an Entitled Member cannot be found after reasonable efforts by NAIT.

"SAFA filed a  
Statement of Claim  
in March 2001 to  
protect the interest of  
its members."

6. After two (2) years from the date of Distribution, any unclaimed or undistributed funds from the Relevant Proceeds shall be donated to the NAIT Educational Enhancement Fund (for long term educational pursuit of NASA members). Upon such donation being made, any claim to such funds is forever barred and extinguished.
7. Either party may apply to this Court for further advice and direction as required.

8. There shall be no costs of this application.

SAFA filed a Statement of Claim in March 2001 to protect the interest of its members. The agreement between the Association and the Employer was that the Statement of Claim would be held in abeyance until the NAIT/NASA court action was finally settled. SAFA will now be pursuing the distribution of demutualization funds on behalf of SAIT faculty.

If any faculty members are interested in reading the Judgment handed down by Justice Wilson, there is a copy available in the SAFA office. ♦♦

## Know your SAIT/SAFA Collective Agreement (excerpts from sections 8, 14, 17 & 40)

by Heather Sagan

### Section 8

#### **SAIT Academic Faculty Association Recognition**

The Employer recognizes the Association as the exclusive bargaining agent for all academic staff members covered by this Collective Agreement. (Sub-section 8.01)

The Employer and the Association agree that there will be no discrimination or coercion exercised or practiced with respect to any academic staff member for reason of membership or legitimate activity in the Association. (Sub-section 8.02)

### Section 14

#### **Professional Development**

Where operational requirements permit and with the approval of the Employer, leave for professional development may be granted to an academic staff member under the terms and conditions to be agreed between the academic staff member and the Employer. (Sub-section 14.05)

### Section 17

#### **Probationary Period**

Within twenty (20) days of completion of the probationary period, the Employer shall determine that:

- (a) the academic staff member shall be granted a permanent appointment if he is occupying a permanent position, or
- (b) the academic staff member be notified that he has satisfactorily completed the probationary period, if he is

occupying a temporary salaried position. Should that temporary salaried position be deemed a permanent position, the academic staff member shall be granted permanent status. (Sub-section 17.04)

### Section 40

#### **Special Leave**

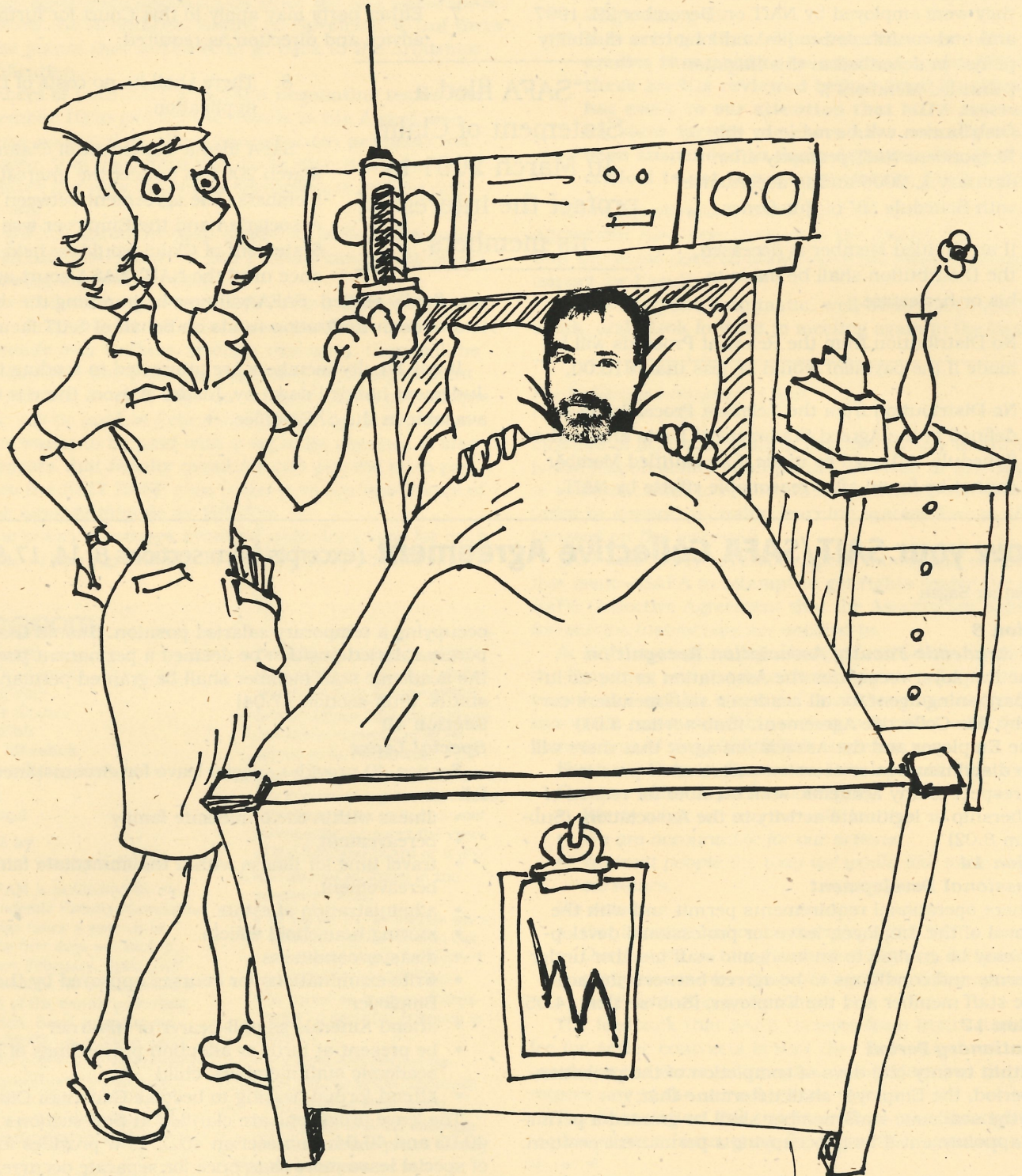
Section 40 provides special leave for circumstances as follows:

- illness within the immediate family
- bereavement
- travel time for illness within the immediate family or bereavement
- administration of estate
- moving household effects
- disaster conditions
- write examinations for courses approved by the Employer
- attend funerals as pall-bearer or mourner
- be present at birth or adoption proceedings of an academic staff members' child
- attend formal hearing to become Canadian Citizen

The leave provisions are clarified in Sub-sections 40.02, 40.03 and 40.04. Sub-section 40.03 now provides for use of special leave more than once for separate occurrences within a calendar year. ♦♦



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