

# **NORTHLANDS COLLEGE**

**September 1, 2006 to  
August 31, 2009**

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ARTICLES OF AN AGREEMENT made in duplicate this 26<sup>th</sup> day of June, 2007 A.D.

B E T W E E N

**NORTHLANDS COLLEGE**, hereinafter referred to as "the College"

OF THE FIRST PART

A N D

**THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION** and its **NORTHLANDS COLLEGE BARGAINING UNIT** as certified, hereinafter referred to as "the Union"

OF THE SECOND PART.

## **PREAMBLE**

WHEREAS, it is the desire of all parties to this Agreement to maintain the existing harmonious relationship between the College and the members of the Union, to promote co-operation and understanding between the College and the employees, and to recognize the value of joint discussions, and negotiations in matters pertaining to working conditions, hours of work and scale of wages to encourage economy of operations and elimination of waste, and to promote the morale, well-being and security of the employees of the College;

NOW THEREFORE, This Agreement witnesseth that for and in consideration of the premises and covenants, conditions, stipulations and provisos herein contained, the parties hereto agree as follows:

## **ARTICLE 1 INTERPRETATION**

In this Agreement, unless the context otherwise requires, the expression:

- 1.1 **Bargaining Unit** means the employees of Northlands College as per Certification Order.
- 1.2 **Call-Back** is a request, by the supervisor, after the employee has left the place of work for the employee to return to work for overtime.
- 1.3 **College** means Northlands College as the employer as per Certification Order.
- 1.4 **Employee** or **Employees** means an employee or employees to which the terms of this Agreement apply as indicated in Article 2 hereof.
- 1.5 **Field Employees** are employees whose hours of work are scheduled according to Article 9.2.
- 1.6 **Fiscal Year** is July 1 to June 30.

- 1.7 **He, His, Him, She, Hers, or Her** includes a reference to persons of the opposite gender whenever the facts or context so require.
- 1.8 **Occasion** means one (1) instance of reporting for work which shall not exceed in duration the number of hours normally worked in a day by a full-time employee. There can be no more than one (1) occasion per day.
- 1.9 **Office Employees** are employees who work office hours as referred to in Article 9.1.
- 1.10 **Part-Time Employee** means an employee who is scheduled to work less than full-time daily, weekly, monthly or yearly.
- 1.11 **Pay Plan** means the scales of pay as contained in Appendix A and B and the rules governing its operation as contained in Article 7.
- 1.12 **Permanent Employee** means one who has successfully completed the probation period on initial appointment.
- 1.13 **Position Classification Plan** means the jointly developed and maintained pay equity job evaluation system that ensures equal pay for work of equal value.
- 1.14 **Chief Executive Officer** means the Principal or Chief Executive Officer of Northlands College.
- 1.15 **Probationary Employee** means one who has not yet completed a probationary period on initial appointment.
- 1.16 **Prorata Basis** means prorated according to the time worked while employed, as a percentage of the time worked by full-time employees in the same classification.
- 1.17 **Regulated Employees** are employees who have regulated hours of work which are other than office hours.
- 1.18 **A Subunit** comprises the in-scope employees working in each of three geographical areas in the service region of the College: the Central Region, the Eastern Region, and the Western Region.
- 1.19 **Temporary Employee** means the incumbent of a position whose tenure of employment is limited without acquisition of any continuing right to be retained as an employee beyond such period providing he/she is employed to fill an existing position vacated because of illness or leave with or without pay.
- 1.20 **Union** means the Saskatchewan Government and General Employees' Union and its Northlands College Bargaining Unit as certified.

## **ARTICLE 2 SCOPE**

The terms of this agreement shall apply to all employees of the College in accordance with any Labour Relations Board order. In addition to those positions excluded by Labour Relations Board order, the parties may from time to time agree to the exclusion of additional positions as contemplated by Article 5.

The following is a current list of those excluded:

- 2.1 Chief Executive Officer.
- 2.2 Director of Administration.
- 2.3 Three (3) Regional Directors.
- 2.4 Director of University/Distance Education.
- 2.5 Director of Program Management
- 2.6 Assistant Director - Administration.
- 2.7 Executive Secretary.
- 2.8 Human Resource/Equity Officer
- 2.9 Subject to mutual agreement at the local level, individuals employed on specific projects for which the College does not have exclusive responsibility for selection, direction and evaluation.
- 2.10 Employees who are in positions that are scheduled for less than the equivalent of 25 full days. For the purpose of this Article, a full day is defined by a normal working day by a full-time employee in a similar position.

## **ARTICLE 3 UNION SECURITY**

- 3.1 The College agrees to recognize the Saskatchewan Government and General Employees' Union as the sole and exclusive collective bargaining agent for the employees covered by this Agreement and hereby agrees to negotiate with the Union or its designated bargaining representatives in any and all matters pertaining to working conditions, hours of work and scale of wages.
- 3.2 The College agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with regard to any employee in the matter of hiring, wage rates, training upgrading, promotion, transfer, lay-off, discipline, classification, discharge, educational leave or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, nor by reason of membership or activity in the Union.

- 3.3 All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action. However, the Employer may dock an amount of pay appropriate to the work time lost by the employee through honouring the picket line.
- 3.3.1 All employees who are now, and hereafter become, members of the Union shall maintain their membership in the Union as a condition of their employment and all new employees shall, as a condition of their employment, and within thirty (30) days of the commencement of their employment, apply for and maintain membership in the Union. Any employee who is not required to maintain membership in the Union and whose class of employment is within the bargaining scope of the Union, shall, as a condition of employment, tender to the Union the monthly dues uniformly required to be paid by the members of the Union.
- 3.3.2 On signed authorization by an employee, the College shall deduct, on behalf of the Union, all initiation, dues, assessments, or levies, uniformly required from the pay cheque of each employee, each month, who as a condition of employment is required to submit such initiation, dues, assessments, or levies. The College shall remit the same to the Chief Executive Officer of the Union prior to the 20th day of the month following the calendar month in which such deduction is made, accompanied by a list of all employees for and on behalf of whom the individual deductions were made and the month that the deductions were made for.
- 3.3.3 A monthly statement shall also be forwarded to the Chief Executive Officer of the Union showing the names of all new employees covered by this Agreement hired during the month, the date they were employed and the name of all employees covered by this Agreement who have left the employ of the College during the month and the date of severance.
- 3.3.4 At the time Income Tax (T-4) slips are made available, the College shall indicate the amount of union dues paid by each Union member.
- 3.3.5 The College agrees to acquaint new employees, upon employment, with the fact that a Union Agreement is in effect, and direct the person to the local Union representative.
- 3.3.6 An employee covered by this Agreement who is temporarily filling an out-of-scope position shall continue to have union dues deducted from his/her salary and shall be entitled to all the benefits and protections afforded by this Agreement.
- 3.3.7 Employees shall have the right to the assistance of a Union representative(s) during discussions related to grievances or negotiations. Such representative(s) shall have access to the College premises, in order to investigate and assist in the settlement of a grievance(s).

3.4 Subject to approval by the Chief Executive Officer or designate, the College shall allow the Union to conduct educational and business functions on the College's premises. Such approval shall not be unreasonably withheld.

3.5 The College shall allow the Union to post notices and information of interest to the employees. The Union agrees not to post material defamatory to the Employer. Notices shall be posted on bulletin boards only.

3.6 Written notice of change in the amount of the monthly dues must be given to the College by the Union at least ten (10) working days in advance of the date that the change is to be effective.

3.7 **Contracting Out**

It is not the intention of the employer to enter into the contracting out of existing work arrangements that directly result in the loss of any employee's employment. If the College determines that it is necessary to contract out any new work arrangements that potentially involve the loss of employment for employees, the College will so advise the Union in writing.

1. giving as much notice as possible, but at least thirty (30) days; and
2. allowing at this stage the Union to enter into discussions with the Employer regarding the planned contracting out.

If no reasonable alternative to contracting out is found, the Employer will endeavour to use the services of other unionized agencies.

As a courtesy, the Employer will notify the Union of any and all other instances of contracting out, even where these do not result in the loss of employment for employees.

3.7.1 Whenever possible, Northlands College will utilize Northlands employees to deliver programs brokered from other institutes.

**ARTICLE 4 APPOINTMENTS**

4.1 **Re-Employment Lists**

4.1.1 **Re-employment List for Permanent Employees**

The College shall establish and maintain a re-employment list by classification, with the names of employees ranked thereon in order of bargaining unit-wide seniority. Employees may remain, subject to Article 7.9.4 on the Re-employment List for a period of two years. Such list shall include the names of the following permanent employees:

- a) employees who are on lay-off.
- b) employees whose jobs have been abolished.
- c) employees who have been bumped.
- d) employees whose former positions have been reclassified as positions with lower pay range maximums.
- e) employees returning from indefinite leaves of absence.

*In future hiring, employees on the re-employment list shall be given preference over outside applicants for the same or similar positions, in accordance with their seniority.*

#### 4.1.2 **Re-hire List for Probationary Employees**

The College shall establish and maintain a re-hire list for probationary employees who have had their jobs abolished, who have been bumped, or whose term appointments have expired. The re-hire list shall show employees' classifications and shall list their names in rank order according to their days of service.

In future hiring, probationary employees on the re-hire list shall be given preference over outside applicants for same or similar positions in accordance with their days of service for a period of twelve (12) months.

#### 4.1.3 **Notification of Qualification Current Address**

Employees shall be responsible for keeping the College notified of their current qualification and addresses, and the College shall not be liable to grievance action where it can be shown that failure to receive notice of vacancy is the fault of the employee in not notifying the College of the change of address.

#### 4.2 **Filling Positions by Competition**

Vacancies and new positions covered in the scope of this Agreement which the College chooses to fill shall be subject to in-service competition by all employees.

- 4.2.1 When an appointment of predetermined length is extended beyond the originally specified date by more than five (5) working days, the position shall be re-advertised internally and subject to in-service competition by all employees. This provision may be waived by mutual agreement, which must be confirmed in writing, at the local level.

#### 4.3 **Job Postings**

A competition shall be announced to all employees in the form of a bulletin that contains the following information: name, duties, and classification of position; qualifications, knowledge, skills, and education required; wage or salary rate or range, hours of work and scheduled days of rest for regulated employees and whether the position is full-time or part-time, full-year or part-year, deadline date for applications, expected start date of the position and any other pertinent

information.

A competition shall allow a minimum of ten (10) calendar days for applications to be submitted unless a shorter period of time is mutually agreed to. The competition begins the day after it is faxed to the Program Centers.

Positions may be advertised internally and externally at the same time. However, no external applicant shall be considered until all internal applications have been evaluated and it is determined that no internal applicant meets the qualifications for the vacancy.

The Union and the College may mutually agree that bulletining a particular position is not required. The request to waive the posting and the Union approval must be in writing.

#### 4.4 **Basis of Appointments**

Subject to Article 4.2, positions shall be filled on the basis of qualifications and seniority. The applicant with the necessary qualifications, knowledge, education and skills as outlined in the class plan and, having the most seniority in the College shall be appointed to the position.

#### 4.5 **Union Observer**

The College shall notify the Union of the time, place and date of the assessment of applications and/or interviews for any positions for which there are any in-service applicants. The Union shall be entitled to have a representative of its choice present to function as an observer during such assessments or interviews.

#### 4.6 **Notice of Filling Vacancy**

Successful applicants who fill vacant positions shall be notified in writing prior to commencing such duties of the classification, range and step they will occupy. The name of the successful applicant shall be posted on College bulletin boards and a copy sent to the Union within ten (10) days of an appointment.

4.7 When an in-scope position is advertised externally, notice of vacancy will be provided concurrently to all other Regional Colleges in which the Union is the certified bargaining agent. The notice shall contain the information as stated in Article 4.3. On receipt of such a notice, the College shall post it on College bulletin boards and provide a copy to the Union.

4.8 If, as a result of the process set out in Article 4.7, an employee from another Regional College applies for, and is selected by the employing College to fill the vacancy, such employee shall be credited for service with the former College as follows:

- a) re-instatement of unused sick leave credits,
- b) service credit for purposes of vacation entitlement.
- c) *placed at the same step on the pay range with the new Employer as with the former employer provided the classifications are the same.*

4.9 **Written Examination and Performance Tests**

At the discretion of the College, performance tests may be used in the selection process, when adequate certification or performance references are not available.

4.10 **Dispute Resolution for Non-appointment of an Internal Applicant**

The parties agree that only one (1) complaint may be lodged by the union on behalf of the non-appointed employee(s) in a non-appointment dispute regarding any given vacancy.

Within seven (7) days of receiving notification of non-appointment, a senior affected employee, through the union, will lodge a complaint with the CEO who shall respond to the dispute within seven (7) days. If the matter can't be resolved, an arbitrator, agreed upon by the Union and College, will be appointed immediately.

Within seven (7) days of receiving the dispute, the Arbitrator will hear the matter, and shall, within three (3) working days, provide a written decision based on the facts presented.

When a complaint of non-appointment has been lodged, the College will not make a permanent appointment to the vacancy prior to receiving the decision of the Arbitrator.

4.10.1 **Participants in the Process**

The agreed upon arbitrators are Fran Atkinson, Dan Ish and Martel Popescu. The Arbitrator shall have the authority to establish the general procedure to be followed at the hearing of the matter.

The employee shall have the benefit of representation by the Union. Neither party shall use legal counsel.

The decision of the Arbitrator under this procedure shall be final and binding on the parties and upon any employee(s) affected by the final decision of the Arbitrator.

4.10.2 **Admissible Precedents**

The parties agree that the submissions of precedent shall be limited to 4 cases.

#### 4.10.3 Expenses

The fees and expenses of the Arbitrator and any other common expenses shall be shared equally by both parties.

### ARTICLE 5 JOB CLASSIFICATION

5.1 The parties agree to be governed by the terms and conditions of the joint (union/management) Regional Colleges Pay Equity Classification Plan as identified in Appendix K.

5.2 Whenever the College proposes to establish a new position the process will be as follows;

- The union shall be notified of the college's intention.
- The college will provide the union with the new position description.
- The college will then enter into negotiations with the union respecting the inclusion or exclusion of the position from the scope of the bargaining unit, the hours of work designation and length of probation.
- Any dispute flowing from the above will be resolved pursuant to the grievance procedure.
- The College will, for positions that are determined to be within the scope of the collective agreement, forward a copy of the position description and a completed questionnaire to the Evaluation Sub-Committee for evaluation in accordance with Appendix K.
- Decisions of the Evaluation Sub Committee may be appealed to the Appeal Sub-Committee by either the employee/Union or employer within fifteen (15) working days of the release of the evaluation results. The determination of the Appeals Sub-Committee is final and binding.
- To ensure there is no delay in filling a new position the College may set an interim rate, advertise and fill the position according to that rate. Any adjustment in salary resulting from the evaluation of the new position will be retroactive to the start date of the position.

5.3 Training allowances may be established for co-op education post secondary students employed by the College provided that:

- 1) the student does not meet the minimum qualifications.
- 2) the appointment is of a specified duration to a maximum of the equivalent of five (5) months.
- 3) the student is not filling a regular vacancy.
- 4) the training position fulfils the co-op education requirement of the student's program of study.

The College shall inform the Union of such rates and if there is no agreement, the training rates shall be negotiated.

## **ARTICLE 6 RECLASSIFICATION**

### **6.1 Changes in Classification**

Whenever an employee, the Union or the employer feels that a position is incorrectly classified or that a reclassification is required to cover a change in the level of assigned duties or responsibilities, an application for job re-evaluation may be made to the Evaluation Sub-Committee. The Committee shall re-evaluate the position and render a decision within ninety (90) calendar days of the application for review.

### **6.2 Approved Changes**

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

#### **6.2.1 Disputes**

If the request for reclassification is rejected, an appeal may be filed, on forms approved for such purpose, with the Appeals Sub-Committee within ten (10) calendar days of receiving the results of the review. The decision of the Appeal Sub-Committee is final and binding.

Note: Further particulars can be found under Appendix K Appeals Sub-Committee.

### **6.3 Appointments and Challenges**

When the reclassification is due to new or additional duties and responsibilities, the incumbent shall be appointed, subject to challenge from more senior employees. Challenges will be accepted from any senior qualified employee able to fill the reclassified position.

The Chief Executive Officer shall decide the validity of challenges, subject to grievance.

If the challenge is successful, the most senior qualified challenger shall be appointed, and the incumbent prior to the challenge shall be laid off and shall be allowed to exercise the options contained in Article 11.3.

### **6.4 Time Period for Qualification**

If neither the incumbent nor any challenger is qualified for the reclassified position, a period of up to one (1) year shall be allowed to the most senior employee otherwise eligible for the appointment, in order to establish the qualifications required. Extensions beyond one (1) year may be granted by the Chief Executive Officer under extenuating circumstances. In the event the incumbent is displaced by this process, the incumbent shall be laid off and shall be allowed to exercise the options in Article 11.3.

If the employee fails to establish the new minimum qualification within the allotted time period, the position will become vacant, and the incumbent shall be laid off and be allowed to exercise the options contained in Article 11.3.

**6.5 Pay on Reclassification**

The rate of pay for an incumbent of a position that is reclassified shall be determined by the criteria outlined in Article 7.5.1 to 7.5.4.

**ARTICLE 7 PAY ADMINISTRATION**

7.1 The rates of pay contained in Appendix A and B attached to and forming part of this Agreement, shall be the rates paid the employees occupying positions allocated to the classes of positions in the Classification Plan.

In addition to their regular rates of pay, all eligible employees shall receive the Northern District Allowance in Appendix D.

**7.2 No Payment Prior to Allocation**

Payment of salary or wages shall not be made to any employee of the College until such time as the College verifies that the position to be filled is one previously allocated to an established class or approves a tentative allocation.

**7.3 Hiring Rates**

In-hiring rates of pay shall normally be at the minimum of the salary range, provided however that the College may approve a higher rate where the selected applicant possesses education and/or experience which exceed the minimum requirements for the class.

The College will publicize the rate at which it has given such approval and an outline of the education and experience of the person appointed within ten (10) working days of the appointment. Any employee in the same class who is being paid at a rate lower in the range and who believes that she/he possesses education and experience equivalent to those of a person appointed above the minimum in accordance with the foregoing may, within thirty (30) calendar days of such publication, request that the College review her/his education and experience and salary.

If, as a result of the review, a salary adjustment is considered to be warranted, the College shall so authorize.

7.3.1 The monthly rate of basic salary of all Instructors shall be determined by the application of the guide rules in Appendix C.

7.4 **Annual Increments**

7.4.1 Subject to Article 7.4.3, all probationary and permanent employees shall receive within-grade step increments effective on the established increment dates, provided that the employee has been authorized and has completed the equivalent of a minimum of one hundred and eighty (180) days since her/his last increment adjustment. In the case of employees that require more than one calendar year to complete the equivalent of 180 days, their increment shall be effective upon the one hundred and eighty-first (181) day, which becomes their new increment date.

7.4.2 An increment may be withheld by the College based on an unsatisfactory performance assessment report. The employee shall be notified in writing and provided with reasons prior to the increment date. An employee may grieve against withholding of his increment, and the onus of proof shall rest on the Employer.

7.4.3 When an employee returns to work after lay-off, the employee will be credited with all service before the lay-off. Having achieved the required accumulation, the date upon which the increment is earned will be the new increment date.

7.4.4 For the purpose of increments, days paid for sick leave, pressing necessity, holidays, vacation, Workers' Compensation, leave with pay and Union business leave shall be regarded as service.

7.4.5 Increment dates shall not be affected by reclassification changes in position.

7.4.6 ***Long Service Increment***

*Effective September 1, 2007, the Colleges shall recognize experience at the commencement of 15 years of service in accordance with Article 7 by providing a long service increment equivalent to 4% above the appropriate step in the pay tables in Appendix A1, B and B1.*

7.5 **Changing Positions**

7.5.1 When a pay range with a higher maximum is assigned to a position or when an employee voluntarily bids into a position with the same or a pay range with a higher maximum, the employee shall move to the step in the new pay range as determined by his/her years of service with the College.

7.5.2 When an employee voluntarily bids into a position with a pay range with a lower maximum, the employee shall move to the step in the new pay range as determined by their years of service with the College.

- 7.5.3 When a pay range with a lower maximum is assigned to a position or when an employee involuntarily moves into a position with a lower pay range maximum, the employee shall move up the steps in the new pay range to the nearest rate that is equal to or higher than the employee's previous rate. If no such rate exists, the employee's rate shall remain unchanged until the maximum rate of the new position exceeds the employee's rate, at which time, the employee shall receive the maximum rate of the new position.
- 7.5.4 An employee who bumps to a position in a pay range with a lower maximum shall have his/her salary red circled for a period equivalent to two years of actual employment.
- At the end of the red circling period, the incumbent will be placed at the same step on the pay range for the new position, and will be granted increments in the usual fashion for time worked while red circled.
- 7.5.5 **Re-employment**
- 7.5.5.1 The rate of pay for a permanent employee who is re-employed as a result of competition or in accordance with Article 11 shall be determined by the criteria outlined in Articles 7.5.1 to 7.5.4.
- 7.5.5.2 When a permanent employee is re-employed in a classification in which he/she once held permanent status, the rate of pay shall not be less than the step previously held in that classification.
- 7.6 **Temporary Assignment of Higher Duties**
- 7.6.1 Formal assignment to perform the duties of a higher position occurs only by assignment by an out-of-scope supervisor and neither the employee nor supervisor should assume it takes place without assignment.
- When TPHD is to an in-scope position, the employee's rate of pay shall be at the same step of the higher paid position as held in his/her present position. When TPHD is to an out-of-scope position, the employee's rate of pay shall be negotiable and must be established prior to the employee assuming duties.
- 7.6.2 Remuneration shall be payable under this subsection for all time worked.
- 7.6.3 Substitution shall not exceed one hundred and thirty (130) working days. Extensions may be granted by agreement between the College and the Union.
- 7.6.4 Periods of temporary substitution shall not produce any change in increment dates and shall count for increment purposes. The rate in the higher class shall be adjusted based on increments in the lower range.

7.7 **Overtime**

7.7.1 All overtime shall be on a voluntary basis. All overtime performed must be authorized.

7.7.1.1 Overtime shall be paid out with the employee's regular pay. Management may, on request by the employee, grant time off at the appropriate overtime rate in lieu of payment for overtime worked.

7.7.1.2 Time off in lieu shall be taken at a time mutually agreeable to the employee and the out-of-scope supervisor. Any time in lieu not taken by August 31 each year will be paid out at the rate when earned.

7.7.2 **Office Employees**

Office employees will receive time and one-half (1 1/2) for the first four (4) hours and double (2) time thereafter for all hours worked in excess of normal hours on any one (1) regular work day. Double (2) time shall be paid for all hours worked on Saturday and/or Sunday. All work performed by office employees on days of rest shall be considered as overtime.

7.7.2.1 Office employees who are directed to work through normal meal hours shall receive time up to thirty (30) minutes for a meal before or during the overtime work. For purposes of this Article, normal meal hours are 12:00 noon to 1:00 p.m. and 6:00 p.m. to 7:00 p.m.

7.7.2.2 Office employees required to work evening overtime after 9:00 p.m. shall, on request, have transportation provided to their place of residence when:

- a) no public transportation is available, or
- b) city buses are operating at intervals of one-half (1/2) hour or more.

7.7.2.3 An office employee or regulated employee who receives a call-back shall be paid for a minimum of two (2) hours at overtime rates.

7.7.3 **Field Staff**

7.7.3.1 Field employees who are authorized, in writing and in advance, shall receive time and one-half (1 1/2) for all hours in excess of one hundred and fifty (150) hours averaged over a four (4) week period.

7.7.3.2 Any days of leave, including Union business leave, shall result in a reduction in the averaging period according to the number of hours normally worked per day by the employee, for purposes of calculating overtime.

7.7.4 **Regulated Employees**

7.7.4.1 Time and one-half (1½) for the first four (4) hours and double (2) time thereafter shall be paid for all hours worked in excess of normal hours on any one (1) regular work day. Double (2) time shall be paid for all hours worked on scheduled days of rest.

7.8 **Pay Periods**

7.8.1 Each employee shall be paid monthly. An employee shall have the option of receiving a mid-month advance. Once making a selection the employee will not be able to change his/her option for the remainder of the fiscal year. In each case the employee shall be paid not later than the last working day of each pay period.

7.8.2 Every employee shall receive a monthly statement showing the gross amount earned, itemized deductions and the net amount payable.

7.9 **Severance Pay**

7.9.1 A permanent employee shall be entitled to severance pay on the basis of one (1) week's pay for each year of service. All severance pay will be pro-rated according to service as defined by seniority. Pay will be calculated on the basis of the employee's rate of pay at the time of separation.

7.9.2 When a permanent part-time employee is laid off and does not have an opportunity to obtain similar employment within a two (2) month period prior to, or after his usual start-up time, that employee shall be entitled to severance pay on resignation.

7.9.3 If an employee voluntarily bids into a part-time position, the employee shall be ineligible for severance pay if he fails to use his seniority to obtain subsequent employment similar to his former positions.

7.9.3.1 For the purpose of Article 7.9.2 and Article 7.9.3 similar employment means employment similar in location and classification with at least the same previous minimum duration.

7.9.4 Following job abolition, subject to Articles 7.9.2 and 7.9.3 a permanent employee who is on lay-off will be paid severance pay at the end of twenty-four (24) months on the re-employment list or on resignation from the re-employment list.

7.10 **Travel and Sustenance**

7.10.1 Employees authorized to use their vehicle on a regular basis in the performance of their duties shall receive a monthly allowance of ninety dollars (\$90.00) per month and shall be reimbursed at the current rate for in-town mileage in excess of one hundred sixty (160) kilometres per month, and for all out-of-town mileage. The College will continue the current practice of supplying parking for such employees.

7.10.1.1 College employees shall not be required to supply an automobile in the performance of their duties. If a College vehicle is not available and if prior approval is granted, employees may use their own vehicle while on College business and shall be reimbursed at the PSC North of 54 rates for all such kilometres travelled.

7.10.1.2 **Incidental Mileage Expenses**

Employees other than those in Article 7.10.1 who are authorized on an occasional basis to travel within town on College business will be paid four dollars (\$4.00) per trip.

7.10.2 **Hotel Accommodation**

Actual and reasonable charges supported by a receipt, or twenty-five (25) dollars for accommodation in private residence (no receipt necessary) will be paid.

7.10.3 **Meals**

The meal rates for both in-province and out-of province in effect between the Public Service Commission and the Saskatchewan Government and General Employees' Union, as adjusted from time to time, will apply.

7.10.4 **Incidental Expenses**

Actual and reasonable charges will be paid for such items as taxis, parking and storage of vehicles, telephone, gratuities, laundry, dry cleaning and valet service. For all the above charges, expenditures of more than five dollars (\$5.00) require receipts. Other incidental expenses may be claimed if reasonable.

7.11 **Relocation Allowance**

7.11.1 In cases of involuntary transfer, the College agrees to pay the relocation allowance as established by the Public Service Commission for involuntary transfer.

7.11.2 Part-time Instructors required to travel to communities where no housing is available shall be paid mileage from the nearest community in which housing is available to their place of work.

7.12 **Professional Fees**

*Employees who, as a condition of employment are required to maintain registration with a professional body, shall have such fees reimbursed by the employer. Such fees shall be paid on a pro rata basis.*

7.13 **Instructor Commuting**

Instructors who travel to communities that are in excess of fifty (50) kilometres one way from their designated headquarters will be provided a travel allowance of twenty-five (25) dollars for each day travelled.

7.14 **Maternity Leave Top-up**

*Employees on Maternity Leave shall be entitled to the following:*

- i) for the first two weeks, an employee shall receive their weekly rate of pay. For the following fifteen (15) additional weeks payments equivalent to the difference between Employment Insurance benefits and ninety-five percent (95%) of their weekly rate of pay.*
- ii) part-time employees who work part of a year, shall receive benefits/partial benefits as follows:*
  - a) employees normally at work during the period of leave will be eligible for full benefits as above;*
  - b) employees not normally at work during the period of leave will be ineligible for benefits;*
  - c) employees normally at work during part of the period of the leave will be eligible for partial benefits consistent with the period of normal employment.*

*It is agreed the maternity leave top up provision will be retroactive to September 1, 2006.*

**ARTICLE 8 PROBATION**

8.1 **On Initial Employment**

8.1.1 The initial employment of every person shall be on a probationary basis for the following periods.

1. Regulated - four (4) months
2. Office – six (6) months
3. Field and Accountant – ten (10) months
4. Instructors - one hundred and eighty (180) assigned days.

8.1.2 Employees shall serve the probationary period for their classification by accumulating time to the extent required over one (1) or more working periods, providing there are no more than two hundred (200) calendar days between working periods.

8.1.3 At any time during the initial probationary period, the College may terminate an employee. The College shall provide reasons in writing in all cases of termination of a probationary period.

8.1.4 Upon successful completion of the probationary period, the employee shall be appointed to the permanent staff; the employee shall be informed in writing.

8.1.5 The College may request, from the local bargaining unit, an extension no later than two (2) weeks prior to the expiration of the probationary period and shall include written reasons for the request. The length of extension shall be a matter for negotiation, up to a maximum length of:

Length of Extensions

- Office - Two (2) months.
- Regulated Employees - Three (3) months.
- Accountants – Four (4) months.
- Field Employees – Four (4) months.
- Instructors and Instructor Aides - **Ninety (90)** assigned days.

8.2 **On Changing Positions**

8.2.1 A permanent employee who moves into a position in a different classification shall serve the normal probationary period for the new position unless:

1. the duties of the new position are substantially the same as the original position.
2. the employee once held permanent status in the new position.
3. the employee has moved into the position by bumping.
4. the move was involuntary.

8.2.2 A permanent employee who changes positions within the same classification shall serve a probationary period only if the new position is substantially different from the former position.

8.2.3 A permanent employee who does not pass the probation after changing positions shall revert to his/her former position or, by mutual agreement, the employee may revert to a similar position at the same step in the salary range.

8.2.4 A permanent employee who *changes positions where the new position is substantially different from the former position will be provided with mentoring and other such initiatives as are jointly identified to provide a supportive work network.*

8.2.5 An employee on initial probation who moves into a position in a different classification shall serve the usual probationary period in the new position.

8.2.6 An employee on initial probation who changes positions within the same classification shall complete the probationary period for the new position minus the service in the original position.

8.2.7 An employee on initial probation who does not pass the probation after changing positions may revert to his/her former position, in which case the remainder of the original probation period shall be served.

8.3                   **On Re-Employment**

8.3.1               No probationary period shall be required of an employee with seniority who is re-employed in a position equal/similar to a position in which he/she formerly held permanent status at the College.

8.4                   **On Demotion**

8.4.1               No probationary period shall be required of a permanent employee who has been demoted. However, permanent employees who voluntarily demote may be required to serve the probationary period for the new classification unless the lower classification is one in which the employee formerly held permanent status.

8.5                   **On Reclassification**

8.5.1               No probationary period shall be required of an employee in a position which is reclassified unless the employee is on probation; if on probation the employee shall continue to serve the probationary period minus service accumulated to that point. Upon successful completion of the probationary period, the employee shall become a permanent employee in the revised classification.

8.6                   **Leave During Probation**

8.6.1               When leave of more than fifteen (15) calendar days has been taken during probation, permanent employment may not be effected until the employee has served the full probation period successfully.

8.7                   **Assessments While on Probation**

8.7.1               *The evaluation process will be explained and the evaluation form will be provided to the employee.*

8.7.2               Any written performance assessments performed on any employee shall be shown to the employee at the time of the assessment and shall be signed by the employee to indicate awareness of the assessment.

An employee may request a performance assessment at any time(s) during a probationary period. Such assessments may be granted at the discretion of the Supervisor.

**ARTICLE 9 HOURS OF WORK**

9.1                   **Office Employees**

Employees in the following positions shall work office hours: all Clerk Typists, all Accounting Clerks, Registrars and Accountants. (see Article 23.3)

Office employees shall work thirty-four and one-half (34½) hours per week in one of the following ways:

1. A five (5) day week at six point nine (6.9) hours per day, Monday to Friday, or
2. Upon mutual agreement between the Employer and the employee, a five/four (5/4) work week consisting of nine (9) days of seven point seven (7.7) hours per day in a two (2) week period.

#### 9.1.1

Administrative guidelines for the five/four (5/4) operation:

- a) The five/four (5/4) schedule shall be drawn up as required.
- b) Employees on the five/four (5/4) work schedule shall have the right to bank five (5) EDO's annually. Additional days may be banked by mutual agreement. The Employer shall allow up to five (5) banked EDO's to be taken in conjunction with the employee's annual vacation. Any additional banked EDO's taken in conjunction with annual vacation shall be by mutual agreement only.
- c) An employee's earned day off may be moved to another day by mutual agreement. Requests by either party that are denied shall result in the earned day off being taken as scheduled.
- d) Any authorized work performed by an employee on his/her earned day off shall be compensated for at the applicable overtime rate.
- e) Subject to Article 9.1.1(c), should a scheduled earned day off fall on a designated statutory holiday, the following work day shall be assigned in lieu.
- f) If an employee is ill on a scheduled earned day off, there will be no other day assigned and there will be no charge against sick leave credits. Employees shall make reasonable effort to schedule medical and dental appointments on days off.
- g) All earned days off scheduled shall be adjacent to weekends unless changed by mutual agreement subject to the conditions outlined in Article 9.1.1(c).
- h) While on sick leave or vacation leave, the number of days charged against the employee's sick or vacation leave shall not include his/her scheduled EDO's during that period.
- i) While on sick leave the number of days charged against the employee's sick leave shall not be more than one (1) day per working day.
- j) The Employer also shall have the option to direct the employee to bank up to ten (10) days annually.

#### 9.1.2

Noon hour coverage will be provided when required. Arrangements for such coverage will be subject to mutual agreement at the local level.

9.1.3 **Minimum Salary for Reporting For Work**

Notwithstanding Article 7.7.2.3, any time an employee reports for work they shall be guaranteed to receive a minimum of three (3) hours pay at their regular hourly rate.

9.2 **Field Employees**

9.2.1 Field employees are those employees whose duties require them not to be bound by the hours of work for office or regulated employees. Field employees shall schedule their hours of work and days of rest according to the demands of the job, with an average of two (2) days of rest per week.

9.2.2 Hours of work for field employees shall be one hundred and fifty (150) hours averaged over a four (4) week period. Employees in the following positions shall work field hours: all Co-ordinators, Counsellors, Student Advisors, Information Officers, Information Technologists and Program Assistants.

9.2.2.1 For the purpose of banking, outlined below, the year shall be divided into two (2) periods of twenty-eight (28) and twenty-four (24) weeks.

The starting and ending dates for the twenty-eight (28) and twenty-four (24) week periods shall be agreed to at the local level.

Where there is a mutual understanding for the need to work in excess of the one hundred and fifty (150) hours in a four (4) week period such time shall be banked at straight time and taken within the twenty-eight (28) or twenty-four (24) week period in which it was earned.

Employees shall be entitled, once a year, to designate up to fifteen (15) days of banked time to be taken in conjunction with a period of vacation leave. More than fifteen (15) days may be designated upon the approval of the Chief Executive Officer.

Every possible effort shall be made by the College and the employee to ensure that the employee's work schedule allows for the banked time to be used prior to the last four (4) weeks of the twenty-eight (28) or twenty-four (24) week periods. Where it was not possible to utilize the banked time, with the exception of those days designated to be taken in conjunction with vacation, the number of hours in the last four (4) weeks shall be reduced by the number of hours remaining in the bank. Hours worked in excess of the reduced number must be authorized in advance and in writing and shall be paid at overtime rates.

When an employee leaves the service of the College the banked time will be paid out at straight time.

9.2.3 Any days of leave, with or without pay, shall count as seven and one-half (7½) hours per day for purposes of the average.

9.2.4 A field employee shall be considered to be on a five (5) day week for the calculation of pay and employee benefits.

### 9.3 **Instructors, Instructor Aides**

9.3.1 Employees who work two hundred (200) assigned days in a school year shall receive an annual salary. An annual salary is twelve (12) times the grid step allocated as per the Guidelines for Certification contained herein.

Any employee who works in excess of the two hundred (200) assigned days shall receive, per day, one two-hundredth (1/200) of his/her annual salary. Employees who work less than two hundred (200) assigned days shall be paid on the basis of one two-hundredth (1/200) of his/her annual salary per assigned day.

9.3.2 A part-time Instructor shall be paid pro-rata based on a full-time Instructor's teaching day in a like program as established by the College.

A part-time Instructor Aide shall be paid pro-rata based on a full-time Instructor Aide's teaching day in a like program as established by the College.

9.3.3 An assigned day is a day or any portion thereof where a full-time employee is required to work. Prior to September 1 of each year, yearly assigned days for each employee will be scheduled, insofar as is possible.

### 9.4 **Regulated Employees**

Employees in the following positions shall work regulated hours: Kitchen Supervisor, Cook, Cook Helper, SCN Attendant and Custodian.

Full-time regulated employees shall work thirty-seven and one-half (37½) hours per week and shall receive two (2) consecutive days off per week.

#### 9.4.1 **Shift Differential**

Any employee who works a shift that *ends after* 6:00 p.m. shall receive a shift differential of *six* (6) dollars per shift. Any employee who is working on an overtime basis shall not receive shift differential.

### 9.5 **Summer Hours**

Any change in hours of work for office and regulated staff in June, July and August will be mutually agreed upon between the College and the Union prior to May 15 of each year.

### 9.6 **Rest Periods**

All employees shall have two (2) fifteen (15) minute rest periods per day.

9.7

**Increase or Reduction of Hours of Work**

- 1) If the hours of work of a position are reduced on an ongoing basis, the incumbent may choose either to:
  - a) be appointed to the reduced position, or
  - b) exercise the options contained in Article 11.3.
- 2) If the hours of work of a less than full-time position are increased, on an ongoing basis, the incumbent may choose either to:
  - a) be appointed to the increased position, subject to challenge from more senior employees as per Article 6.3, or
  - b) exercise the options contained in Article 11.3.

**ARTICLE 10 TECHNOLOGICAL CHANGE**

- 10.1 If technological changes are contemplated in the operation and organization of the College that may infringe upon the security of any of its employees covered by this Agreement, the matter will be dealt with in accordance with the provisions of Section 43 of the Trade Union Act, 1978, Province of Saskatchewan.
- 10.2 If the College contemplates major changes in the program, either in the scope and content of the program, or in the manner in which the program is delivered, the College will consult with the appropriate staff before making decisions related thereto.
- 10.3 On request, the College will transfer a pregnant employee off a Video Display Terminal where there is a position vacant for which the employee is qualified. Where it is not possible, the employee shall be granted definite leave.
- 10.4 The College agrees to pay the cost of an eye examination not covered by MCIC, undertaken by an employee regularly working on a Video Display Terminal at the commencement of work on a Video Display Terminal and annually thereafter. The results of the examination shall be submitted to the College.

**ARTICLE 11 LAY-OFF**

**11.1 Notice of Lay-Off and Job Abolition**

**11.1.1 Permanent Employees**

- 11.1.1.1 Permanent employees who have had their jobs abolished shall receive sixty (60) calendar days of notice in writing.

- 11.1.1.2 Permanent employees who have been laid off shall receive written notice as follows:
- a) Four (4) weeks for an employee whose length of service is less than five (5) years.
  - b) Six (6) weeks for an employee whose length of service is five (5) or more years, but less than ten (10) years.
  - c) Eight (8) weeks for an employee whose length of service is ten (10) years or more.

11.1.2 **Permanent Employees with a Term Appointment**

11.1.2.1 A permanent employee in a term appointment shall be deemed to have been given sufficient notice if the end date for a definite term was specified in writing at the commencement of the term of employment.

11.1.2.2 Instructors and Instructor Aides who are employed on a determinate basis, that is for a pre-determined course, and who receive written notice that the course is being discontinued shall continue to be employed in their positions for the lesser of:

- a) duration of the course had it continued, or
- b) three (3) months from the date of such notification.

11.1.3 **Probationary and Temporary Employees**

Probationary and Temporary Employees shall be given fifteen (15) calendar days of written notice of lay-off, except that such notice shall be deemed to be given if the end date of a definite term is stated at the commencement of the term of employment.

11.1.4 Employees shall be paid in lieu of notice if notice is not given.

11.2 **Method of Lay-Off**

11.2.1 **Office, Field, Regulated**

In the event of lay-off, employees shall be laid off in the reverse order of their bargaining unit-wide seniority within the classification affected.

11.2.2 **Instructors and Instructor Aides**

Except for lay-off on completion of course assignments of less than two hundred (200) days, employees shall be laid off in the reverse order of their bargaining unit-wide seniority, within the class affected, and on the basis of qualifications and skills, in the order indicated herein.

Notwithstanding the above, geographic location lay-off may occur.

Notwithstanding the above, employees may be laid off in the reverse order of their bargaining unit-wide seniority within the program affected.

11.3

### **Options on Lay-Off or Job Abolition**

Permanent employees who have been laid off or who have had their jobs abolished may choose either of:

#### **Office, Field, Regulated:**

- a-i) to use their bargaining unit wide seniority to bump a junior employee in the same, similar or lower classification, if qualified, in the order indicated herein. If no position is derived from this process the employee may choose either option (b) or (c).

#### **Instructors and Instructor Aides:**

- a-ii) to use their bargaining unit-wide seniority to bump a junior employee in the same classification or in the Instructor Aide classification if appropriate, providing that they possess the qualifications and skills necessary to perform his/her duties.

If no position is derived from this process the employee may choose to exercise either option (b) or (c). Employees shall not bump out of a short-term program which has run to its projected completion, into a short-term program that is currently in progress.

A permanent employee who has been bumped by this process shall be allowed to exercise the options contained in this Article.

- b) To go to a re-employment list established for each position for which they are qualified.
- c) Subject to Article 7.9.2, resign and thus be able to exercise rights to severance pay.

11.3.1

A permanent employee who intends to exercise his/her bumping rights shall notify the Chief Executive Officer within fifteen (15) working days of the date of the notice of lay-off. In the notification to the Chief Executive Officer the employee shall identify the position he/she proposes to bump. Employees who elect not to exercise bumping rights will choose between options (b) or (c) of Article 11.3.

11.3.2

A permanent employee who is being bumped as a result of the application of the provisions in 11.3 (a) will be so notified in writing within two (2) working days of the College's approval of the bump.

#### 11.4 **Notification of Position Renewal**

Office, Field and Regulated employees whose terms of employment coincide with the program year shall be notified by the College, in writing, at the time they are given notice of lay-off, and in any case no later than June 30 of each year, as to whether the position will be renewed for the next program year.

Instructors and Instructor Aides shall be notified by the College, in writing, or at the time they are given notice of lay-off, if possible by May 25, but no later than June 30, as to whether their position will be renewed for the next program year.

Whenever reasonably possible, the employee will be notified in writing at least one (1) month prior to commencing the term of employment.

### **ARTICLE 12 SENIORITY**

#### 12.1 **Definition of Seniority**

Seniority is defined as the total length of service in the bargaining unit, and shall be used in determining preference or priority for competitions, lay-offs, and permanent reduction of the workforce. Seniority shall operate on a Bargaining unit-wide basis.

#### 12.2 Seniority shall be calculated in days on the following basis:

Instructor, Instructor Aide: for each cumulative assigned day worked, for days paid for sick leave, pressing necessity, Workers' Compensation, Northern Leave, leave with pay, Union business leave, *family leave and periods on long term disability* employees will receive one point three zero five (1.305) days of seniority to a maximum of two hundred and sixty-one (261) days per year.

#### 12.2.1 Office, Field and Regulated: for each cumulative complete day worked at straight time rates and for days paid for sick leave, EDOs, pressing necessity, Workers' Compensation, Northern Leave, leave with pay, Union business leave, statutory holidays and vacations, *and absences for family leave and long term disability* employees will receive one (1) day of seniority to a maximum of two hundred and sixty one (261) days per year.

#### 12.2.2 Part-time Employees: will receive credit for statutory holidays and vacation by receiving an additional five (5) and six (6) percent respectively of the number of days worked.

#### 12.3 **All Employees Have Seniority**

All employees within the scope of this Agreement shall have seniority after successful completion of probation at which time such seniority will be retroactive to the date of employment.

12.4 **Seniority List**

The College shall maintain a seniority list showing each employee's hiring date, number of seniority days and accumulated sick leave. Seniority lists shall be updated annually, posted in the College offices and sent to each employee on the re-employment list, and the Union before July 31 for the previous year ending June 30<sup>th</sup>. A local Union representative shall be present for consultation during the preparation of the list.

12.5 **Seniority on Out-of-Scope Temporary Performance of Higher Duties**

Notwithstanding Article 12.1, an employee within the scope of this Agreement, who is appointed to an out-of-scope position on T.P.H.D., shall count that time as seniority.

12.6 **Loss of Seniority**

Seniority shall only be lost for the following reasons:

12.6.1 Dismissal for just cause, and not reinstated.

12.6.2 Resignation in writing.

12.6.3 Appointment to an out-of-scope position, other than on T.P.H.D.

12.6.4 Continuous lay-off in excess of twenty-four (24) months.

**ARTICLE 13 VACATION LEAVE AND VACATION ALLOWANCE**

For the purpose of this Article, the vacation year shall be the fiscal year.

13.1 **Instructors and Instructor Aides**

13.1.1 All unassigned days in a school year shall constitute full recognition of, and full payment for, any vacation leave (excepting the special vacation leave and cash bonus benefits of the Northern District Allowance provisions), designated holidays, days of rest, earned days off and paid days off that may otherwise have been provided by this Agreement.

13.1.2 Instructors and Instructor Aides who work a two hundred (200) day year shall be entitled, in each school year, to a minimum of four (4) consecutive weeks of unassigned days.

13.2 **Office, Field and Regulated Employees**

13.2.1 Full-time employees shall earn annual vacation with pay as follows:  
After working the equivalent of one (1) full year = 15 days  
After working the equivalent of eight (8) full years = 20 days  
After working the equivalent of fifteen (15) full years = 25 days

After working the equivalent of twenty-five (25) full years = 30 days

- 13.2.2 Less than full-time employees shall earn annual vacation with pay on a pro-rata basis.
- 13.2.3 An employee who has not completed one full year of service shall earn 1¼ days of vacation with pay for every full month worked and shall be entitled to take vacation leave to the extent earned.
- 13.2.4 An employee who works year round is entitled to take vacation leave annually at a time mutually agreeable to the employee and the CEO or designate.
- 13.2.5 An employee who does not work year round may choose one of the following options:
- a) to take his/her vacation at the end of their term appointment unless the supervisor agrees that it can be taken within the term, or
  - b) to receive vacation allowance at the appropriate rate of gross wage earnings on each paycheck. For administrative purposes the percentage of pay will be as follows:
    - if entitled to 15 days vacation = 6.36%
    - if entitled to 20 days vacation = 8.64%
    - if entitled to 25 days vacation = 11.0%
    - if entitled to 30 days vacation = 13.44%
- 13.2.6 An employee is entitled, but not obligated, to receive his/her vacation leave in an unbroken period.
- 13.2.7 Conflicts between employees in scheduling vacation shall be resolved on the basis of seniority.
- 13.2.8 An employee shall be entitled to carry over any unused vacation entitlement from vacation year to vacation year to a maximum of ten (10) days. Additional amounts may be carried over with the approval of the Chief Executive Officer or designate. Such requests and the Chief Executive Officer's response shall be in writing. Any pay-out which may result shall be at the employee's rate when earned.
- 13.2.9 When any holiday(s) designated in Article 14 falls within an employee's annual vacation, an additional day(s) vacation will be granted.
- 13.2.10 When an employee qualifies for sick leave in excess of two (2) days or bereavement leave during his/her vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall, by mutual agreement between the Employer and the employee, either be added to the vacation period or reinstated for use at a later date. Substantiation of all claims for deferred vacation must be provided.

- 13.2.11 No employee shall be required to work during his scheduled vacation. However, should an employee agree to work, when requested, the period so displaced shall, at the employee's option, either be added to the vacation period or reinstated for use at a later date at a time mutually agreed upon.
- 13.2.12 An employee who leaves the service of the College shall be paid in lieu of earned vacation leave which has not been used.
- 13.2.13 In the event of death of an employee, any amount due under this Article shall be paid to the estate.
- 13.2.14 In addition to any vacation earned up to June 30 of the preceding fiscal year, an employee leaving the College on superannuation shall be entitled to full vacation leave or pay in lieu in the fiscal year of retirement.
- 13.2.15 In calculating the number of completed months of service an employee has, for the purposes of receiving pay in lieu, twenty two (22) days worked shall constitute a month of service. An earned day off shall count as a day of service.

13.3 **Special Vacation Leave**

In addition to their regular vacation leave and allowance every employee who has completed one year of service (as defined by seniority) shall be entitled to 6 2/3 days special vacation and \$112 bonus annually.

- 13.3.1 The leave must be taken in the year following the completion of the one year period. Notwithstanding, the accumulated leave credit may be carried over to the next year entirely at the discretion of the College. It is by mutual agreement of the employee and College as to how and when the leave will be used.
- 13.3.2 All leaves will be paid at the employee's present salary rate or on an average of the employee's earnings in the previous period, whichever is greater.

**ARTICLE 14 DESIGNATED HOLIDAYS**

14.1 **Holiday List**

Leave of absence with pay shall be allowed for: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, the first Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, Heritage Day (which will be observed on the third Monday in February), and any other day proclaimed a holiday by the federal or provincial governments.

*As agreed between the Local and the Employer, the designated floating holiday will be observed in March or April of each year in the alternate month from Easter.*

14.1.2 Employees who work less than full-time year round shall be entitled to benefits of this Section on the basis of five *point four two* (5.42) percent of an employee's regular wage earnings on each pay cheque, in lieu of designated holidays on Article 14.1. Earnings for this purpose shall not include vacation leave pay.

14.2 **Working Days Between Christmas and New Year's**

The three (3) working days between Christmas and New Year's shall be considered as paid days off for Office, Field and Regulated employees. Should an employee be required to work on the above days, he/she will be compensated at overtime rates plus an additional day off at a mutually agreeable time.

14.3 **Falling on Days of Rest**

If any of the holidays listed in Article 14.1 falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, it shall be observed on the first working day(s) following the weekend.

14.4 **Working on a Holiday**

14.4.1 An employee who is required to work on a designated holiday shall be paid at the rate of one and one-half (1½) times the regular rate of pay plus an additional day off with pay at a time to be mutually agreed between the employee and the out-of-scope supervisor.

14.4.2 An employee who is authorized to perform overtime work on a designated holiday shall be paid at a rate of two (2) times his/her regular pay for each hour in excess of normal hours which he/she works.

**ARTICLE 15 SICK LEAVE**

15.1 Sick leave, for purposes of this Section, means that period of time an employee is absent from work with full pay by virtue of being sick or disabled or under examination or treatment of a physician, chiropractor or dentist because of an accident or illness for which compensation is not payable elsewhere in this Agreement.

15.2 Employees who work on a 200-day year basis shall earn sick leave at the rate of one and one-half (1½) days for each twenty (20) full assigned days worked, subject to a maximum of fifteen (15) days per year. Other employees shall earn sick leave at the rate of 1¼ days for each full month worked to a maximum of fifteen (15) days per year.

15.3 The unused portion of an employee's sick leave shall accumulate from year to year, to a maximum of two hundred sixty two (262) days.

15.4 Employees will draw on sick leave credits to the extent earned except that an employee may, subject to approval by the Chief Executive Officer, draw on future credits to a maximum of fifteen (15) days.

15.5 A deduction shall be made from accumulated sick leave of all normal working days (exclusive of EDO's and designated holidays) absent for sick leave. An employee shall inform the supervisor normally before starting time or as soon as possible of the need to be absent.

Less than full-time employees with sick leave credits shall be paid only for those days on which they would have worked.

15.6 An employee may be required to produce a medical certificate for any illness. The cost of such certificate will be paid for by the College.

15.7 An employee on leave of absence with full pay shall receive sick leave credits for the period of such absence. Such employees shall record all sick days. The onus will be on the employee to substantiate all claims for sick leave under this Article. Leave of absence without pay shall be dealt with on the basis of Article 17.4.2.

15.8 **Medical and Dental Leave**

The College will continue the existing discretionary practice of granting short term leave with pay for the purposes of required visits to medical and dental offices. Any such absence of one-half day or more shall be deducted from accumulated sick leave credits. On request, employees will be required to show proof of medical or dental care.

15.9 **EI Rebate**

The College will undertake to apply for the EI Rebate at the appropriate time. All monies rebated shall be used by the Employer to offset costs of the employee benefits plans.

**ARTICLE 16 EMPLOYEE BENEFITS PLANS**

16.1 Employee participation in the benefits under this section shall be mandatory provided:

- 1) the employee is a member of the union.
- 2) the employee works fifteen (15) hours or more each week.
- 3) the employee is not covered by a spousal plan.

16.1.1 Eligible employees shall pay one hundred (100) percent of the cost of the premiums of SGEU's Long Term Disability Plan.

16.1.2           **Group Life Insurance and Accidental Death and Dismemberment**

Group Life benefits and Accidental Death and Dismemberment benefits are set at 300% of your annual salary rounded to the next higher \$1,000 to the maximum allowed under the Blue Cross Plan (\$200,000 as of 2006). The employer pays the premiums on the first \$50,000 of life insurance coverage and the accident death and dismemberment coverage. The remainder of the life insurance premium is the responsibility of the employee.

16.1.3           **Dental Plan**

The employer shall pay 100% of the premium costs in existence as of January 31, 2006 for the agreed upon SGEU Dental Plan. Any additional cost increases above the January 31, 2006 level shall be funded by the employees. This Agreement shall stay in effect until a new agreement is arrived at during the next collective bargaining.

16.1.4           **Extended Health and Vision**

The employer shall pay 100% of the premium costs in existence as of January 31, 2006 for the agreed upon SGEU Extended Health and Vision Plans. Any additional cost increases above the January 31, 2006 level shall be funded by the employees. This Agreement shall stay in effect until a new agreement is arrived at during the next collective bargaining.

16.1.5           **Lay-Off Coverage**

If an employee who has worked for 130 days or longer is laid off, the benefit coverage identified in Article 16.1 above, will continue for four (4) months. If the employee has worked for less than 130 days, there shall be no coverage.

Subject to the qualifying provisions of the Benefit Plan, the employee may continue their benefit coverage after four (4) months by paying both the employee and employer share of the premiums.

16.1.6           Further details of the Benefit Plans can be found in the Plan booklet.

16.2             **Pension**

The employer and employees shall make contributions to a mutually agreed upon pension plan according to the provisions of the Plan.

16.3             **Workers' Compensation**

16.3.1           When an employee is injured in the performance of duties or incurs an industrial illness, the College shall pay the employee the difference between his/her regular monthly net wage and the monthly compensation received for a maximum of one (1) year.

- 16.3.2 Pending receipt of payments from the Workers' Compensation Board, an employee shall receive advances up to the amount of normal earnings.
- 16.3.3 For periods of time during which benefits are paid under this Section an employee shall be entitled to earn all benefits under this Agreement in accordance with Article 17.4.2.

**ARTICLE 17 LEAVE OF ABSENCE**

17.1 In all cases of leaves under Article 17 except "Indefinite Leave", employees returning to work when their leaves expire shall be reinstated in the positions they held prior to going on leave. Employees returning from Indefinite Leave shall have their names placed on the Re-employment List.

17.2 **Leaves With Pay**

17.2.1 **Pressing Necessity and Bereavement Leave**

In the case of leave under this article, a maximum of five (5) days per occasion without loss of pay or benefits may be allowed. Additional amounts if approved will be deducted from accumulated sick leave credits limited to days earned in excess of nine (9) days during the employee's first year and days accumulated to the employee's credit which exceed twelve (12) days in each year thereafter.

An employee with less than the sick leave credits specified above may be granted an advance to a maximum of three (3) days sick leave credit. This advance will be charged against the employee sick leave credits in the following year.

*As discussed during negotiations, the Employer agrees to amend the policy on pressing necessity/bereavement leave. Prior to distribution and implementation of the amended policy the Employer will consult with the Local Executive.*

17.2.2 **Union Business Leave**

17.2.2.1 Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiation with the Employer. The Union shall reimburse the Employer for such salary and benefits.

17.2.2.2 One (1) employee representative of the Union shall suffer no loss of pay or benefits for time involved in grievance and employee selection procedures.

17.2.2.3 Upon written request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence with pay and benefits. Leave of absence with pay and benefits shall be allowed for employees to attend meetings of the Provincial Executive and its Committees, or any bodies affiliated with the

Saskatchewan Government and General Employees' Union. The Union shall reimburse the College for pay and benefits in such cases.

17.2.2.4 An employee who is elected or appointed to a full-time position with the Union, the Saskatchewan Federation of Labour, or the Canadian Labour Congress shall be granted leave of absence without loss of seniority for a period of one (1) year. On request such leave may be renewed each year during the employee's term of office. Such employee shall continue to receive salary and benefits from the College. The Union shall reimburse the College for pay and benefits in such cases.

### 17.3 **Leaves With or Without Pay**

#### 17.3.1 **Educational Leave**

The College is committed to the ongoing professional development of its staff. An Educational Leave Committee consisting of at least one (1) Union representative from each subunit and three (3) persons appointed by the College shall be established and maintained. The Committee shall develop and review proposals and policies related to professional development, and shall make recommendations on employees' applications for Educational Leave. Final decisions on matters relative to staff professional development and Educational Leave shall rest with the Board.

Education Leave may be approved with full pay, partial pay, or without pay.

##### 17.3.1.1 **Benefits While on Educational Leave**

- a) Subject to the qualifying provisions of the Benefit Plan, an employee on Educational Leave may elect to maintain coverage under the Benefits Plan outlined in Article 16 by paying the usual share of premiums.
- b) Employees on Educational Leave shall accumulate seniority for the period of time which they would normally have been employed and sick leave benefits for the term of the leave.

#### 17.3.2 **Secondment Leave**

In cases where there is a request to second an employee to another organization, the CEO will prior to granting such request, provide the union with the details of the secondment.

##### 17.3.2.1 **Benefits while on Secondment Leave**

- a) The employee shall continue to receive salary and/or benefits from the College with the seconder reimbursing the College for those costs unless the employee chooses otherwise.
- b) Employees on Secondment Leave shall accumulate seniority,

increments, and sick leave credits for the period of time for which they normally would have been employed.

#### 17.4 **Leaves Without Pay**

##### 17.4.1 **Family Leave (Maternity, Paternity, Adoption)**

An employee, who has completed twenty (20) cumulative weeks of employment and who provides the employer with a medical certificate or an adoption order certifying the employee or the employee's partner is pregnant or about to adopt, and specifying the expected date of birth or adoption, is entitled to apply for Family Leave without pay. Requests for such leaves shall be made in writing one (1) month in advance of the proposed commencement date, except in unavoidable circumstances.

17.4.1.1 In response to a request, the College shall approve Family Leave of up to twelve (12) months, in any combination before or after the birth or adoption of the child. Where a doctor's certificate is provided stating a longer period of Maternity Leave is required, an extension of up to six (6) additional months shall be granted.

17.4.1.2 Leaves granted under this Article to Instructors and Instructor Aides shall be subject to expiry dates being appropriate to the operational requirements of the College.

##### 17.4.1.3 **Benefits During Family Leave**

- a) While on Family Leave, an employee shall accumulate seniority, increments, and sick leave credits on the same basis as his/her normal work pattern.
- b) Subject to the qualifying provisions of the Benefit Plan, an employee on Family Leave may elect to maintain coverage under the Benefits Plans outlined in Article 16 by paying the usual share of the premiums.
- c) Any employee who has a medically substantiated need to be absent from work for health related reasons due to the pregnancy either before, during, or after the date of delivery shall be allowed to access sick leave for the period of time that employee remains unfit to perform the function of her position due to this health problem.

The Employer will pay its usual share of benefit premiums on behalf of the employee during her absence in the same way the Employer pays benefit premiums for other employees while in receipt of sick leave.

In the event an employee does not have sufficient sick leave credits to cover the health related absence the employee may, subject to approval by the C.E.O., draw on future credits to a maximum of twenty-five (25) days. Any advanced sick leave will be recouped, when the employee returns to work, on the basis of

50% of the earned sick leave per month.

In the event an employee does not return to work the College reserves the right to recover any overpayment.

17.4.1.4 In the event of medical complications arising out of pregnancy such that an employee is unable to return to work at the expiry of her Maternity Leave, the employee will receive payment of normal salary from her accumulated sick leave in accordance with Article 15.

#### 17.4.2 **General Leave**

17.4.2.1 "Definite Leave" is a general leave of absence without pay that does not exceed one (1) calendar year in duration where the employee retains the right to return to their specific position.

17.4.2.2 "Indefinite Leave" is a general leave of absence without pay where the employee does not retain the right to return to their specific position.

17.4.2.3 An employee's application for general leave must be in writing and approved by the CEO. The Union will be notified of the decision in writing.

17.4.2.4 An employee on General Leave must reapply annually giving evidence that the conditions under which the leave was originally granted still prevail.

#### 17.4.2.5 **Benefits while on General Leave**

- a) Employees on General Leave may elect to maintain benefit coverage for up to one (1) month by paying the employee share of the premiums. Subject to the qualifying provisions of the Benefit Plan, the employee may continue their benefit coverage after one (1) month by paying both the employee and employer share of the premiums.
- b) Employees on General Leave earn sick leave credits for the first ninety (90) calendar days of leave.
- c) Employees on General Leave of more than 5 days per fiscal year, do not earn increments, or seniority.

#### 17.4.3 **Long Term Disability (L.T.D.)**

17.4.3.1 Employees receiving LTD benefits shall be granted LTD Leave to a maximum of three (3) calendar years, after which time they are eligible for Indefinite Leave.

#### 17.5 **Returning Early from a Leave of Absence**

When an employee requests to return to work prior to the expiry of a leave granted under Article 17, he or she shall provide at least thirty (30) calendar days' written notice to the College. Such a request shall not be unreasonably denied. An employee returning early may be placed in an

equivalent position until the original expiry date of the leave, at which time he or she shall be reinstated in the position held prior to the leave.

## 17.6 **Deferred Salary Leave Plan**

### 17.6.1 **Definitions**

The following words and terms, whenever used herein, shall for the purpose thereof, unless the context requires otherwise, have the meaning set forth below, despite any definitions that conflict therewith in any other document.

- a) **Deferred Amount:** means the portion of the Normal Gross Pay which is retained by the College for the Participant in each year in accordance with this Plan.
- b) **Deferral Period** means the period during which compensation is deferred in accordance with the provisions of the Plan.
- c) **Eligible Employee:** means a permanent employee who has been employed by the College for a continuous period of at least one (1) year.
- d) **Leave of Absence:** means the period of time an employee will be receiving deferred salary. The Leave of Absence will be no less than three (3) consecutive months and no greater than twelve (12) consecutive months.
- e) **Normal Gross Pay:** means the regular salary paid to the employee, including any applicable retroactive salary, but excluding overtime and any other special payments.
- f) **Plan:** means the Deferred Salary Leave Plan as described in this instrument.
- g) **Prevailing Pay:** means the Normal Gross Pay less the Deferred Amount.

### 17.6.2 **Approval Process**

17.6.2.1 The Regional College deferred Salary Leave Plan is designed to assist the employee in financing a leave of absence, for any reason, subject to the approval of the employer.

17.6.2.2 During the approval process issues such as timing, length and general purpose of the leave and future workplace operational requirements will be reviewed.

### 17.6.3 **Funding for Leave of Absence**

17.6.3.1 During each year prior to the agreed upon Leave of Absence, the employee will receive, for a maximum of six (6) years, the applicable Prevailing Pay as determined for the particular year by the

Memorandum of Agreement.

- 17.6.3.2 In no case shall the Deferred Amount be less than ten percent (10%) nor greater than 33 1/3% of the employees' Normal Gross Pay in any calendar year.
- 17.6.3.3 The College shall pay all the interest accrued on the Deferred Amount during the calendar year to the employee on:
- a) the last day of the calendar year during the Deferral Period; and
  - b) the last day of the Leave of Absence; or
  - c) the day that participation in the Plan ceases due to withdrawal from the Plan or upon the death of the employee.
- 17.6.4 **Taking Leave of Absence**
- 17.6.4.1 When the employee returns, he/she shall return to his/her position.
- 17.6.4.2 During the Leave of Absence, the employee will receive payment monthly through automatic bank deposit to the employee's account. All of the Deferred Amount shall be paid no later than the end of the first calendar year that commences after the last calendar year of deferral.
- 17.6.4.3. The periodic amounts to be paid to the employee during the Leave of Absence shall be proportionate to the monies retained by the College and the duration of the Leave of Absence less the appropriate deductions.
- 17.6.4.4 The Leave of Absence shall commence immediately following the Deferral Period.
- 17.6.4.5 During the Deferral Period:
- Pensionable service and pension accruals shall conform to the provisions of the appropriate pension plan and will include prescribed compensation as permitted and described in the *Income Tax Act* and *Regulations*.
- 17.6.5 **Applications**
- 17.6.5.1 An employee wishing to participate in the Plan shall submit a request to the immediate out-of-scope supervisor between September 1 and October 31 of the year preceding the calendar year in which the employee wishes to commence participating.

17.6.6           **Withdrawal from the Plan**

17.6.6.1           An employee participating in the plan must be terminated upon:

- 1) ceasing to be an employee of the College;
- 2) continuous lay-off exceeding thirty-six (36) months;
- 3) having been a recipient of long-term disability benefits for more than three (3) years;
- 4) failure to take the Leave of Absence; or
- 5) death.

17.6.6.2           In the event of termination from the Plan as prescribed above in Article 17.4.5.1, the College shall pay to the employee, or the beneficiary as applicable, the Deferred Amount and all accrued interest no later than three (3) months following date of termination with the Plan.

17.6.6.3           In cases of extreme financial hardship, the employee may withdraw from the Plan. In the event of such withdrawal, the Deferred Amount and all accrued interest shall be paid to the employee within three (3) months.

17.6.7           **Suspension from Participation in the Plan**

Upon written notice to the College, an employee may suspend participation in the Plan College in the following events:

- 1) upon taking an unpaid leave of absence, or
- 2) becoming a recipient of long-term disability benefits.

17.6.7.2           Should the cause for suspending participation cease to exist, the employee shall be reinstated upon returning to active employment.

17.6.7.3           Any suspension of participation shall not extend the Deferral Period beyond six (6) years.

17.6.8           **Deferred Amounts**

17.6.8.1           The College unconditionally guarantees payment of the Deferred Amount.

17.6.8.2           The Deferred Amount shall be invested by the College.

17.6.8.3           The interest rate to be applied to the Deferred Amount is guaranteed to be the same rate as the College receives on short-term investments.

17.6.8.4           Payroll shall maintain an individual account for the Deferred Amount and accrued interest of each employee in the Plan.

17.6.9 **Return Following Participation in the Plan**

The employee must resume employment with the College, following the Leave of Absence, for a period of time not less than the length of the Leave of Absence.

17.6.10 **General Provisions**

17.6.10.1 The Plan shall not constitute a contract of employment between an employee and the College.

17.6.10.2 Interest credited to a Participant's Deferred Amount under the provisions of this Plan will be considered as employment income for purposes of the *Income Tax Act* and will be reported on the Participant's T4 supplementary and shall be subject to tax withholdings.

<b>SALARY AND BENEFITS DETAILS</b>		
<b>ITEM</b>	<b>DURING DEFERRAL PERIOD</b>	<b>DURING LEAVE PERIOD</b>
1. Prevailing Pay	as defined in 17.6.1	N.A.
2. Deferred Amount	As per Memorandum of Agreement	as defined in 17.6.1
3. Income Tax	Calculated on the Prevailing Pay.	Calculated on the periodic amounts paid to the employee during the leave of absence consistent with article 17.6.4 and based on then current rates
4. CPP	Calculated on the Prevailing Pay; applicable College contributions to continue.	Calculated on the periodic amounts paid to the employee during the leave of absence consistent with article 17.6.4 and based on then current rates
5. EI	Calculated on the Normal Gross Pay; applicable College contributions to continue.	No premiums payable, therefore there is no benefit entitlement until working the minimum requirements upon return from Leave of Absence.

6. Pension Plan	both the College and participant's contributions calculated on the Prevailing Pay	both the College and participant's contributions calculated on the Deferred Amount paid over the Leave of Absence
7. Long Term Disability	benefits and participant's premiums calculated on the Prevailing Pay	benefits and participant's premiums calculated on the Deferred Amount paid over the Leave of Absence at the then current premium rates
8. Dental / Extended Health Plans	coverage continues; College pays premiums	coverage continues; College pays premiums
9. Group Life Insurance	coverage and both College and participant's premiums calculated on the Prevailing Pay	coverage and both College and participant's premiums calculated on the Deferred Amount paid over the Leave of Absence
10. Union Dues	calculated on the Prevailing Pay	calculated on the Deferred Amount paid over the Leave of Absence
11. Other Deductions	To be deducted as usual	Same as deferral period
12. Interest	as per 17.6.3.3, paid to participant on the last day of the calendar year during the Deferral Period	as per 17.6.3.3, paid to participant on the last day of the Leave of Absence

## ARTICLE 18 DISCIPLINE, SUSPENSION AND DISMISSAL

- 18.1 The College has the right to discipline employees who, through their actions or omissions, violate College standards. The focus of all discipline shall be corrective. In all cases the discipline imposed will be kept confidential and will be reasonable in relation to the offence committed.
- 18.2 **Progressive Discipline**
- 18.2.1 In order for discipline to be corrective it shall be progressive with stronger penalties for repeated offences. The progression shall be: verbal reprimand by supervisor, written reprimand recorded in personnel file, suspension without pay, dismissal for cause.
- 18.2.2 Verbal reprimands shall take place in private. The employee shall be informed of the rule that was violated, the corrective behaviour that is required, and the consequences of further infractions.

- 18.2.3 Written reprimands shall be in the form of a letter to the employee with a copy to the Union.
- 18.2.4 In the case of suspensions, the employee and the Union must be given notice of the suspension and the reasons for it in writing.
- 18.2.5 Under an exceptional circumstance, the College may abandon the progressive approach to discipline and impose an advanced penalty for a first offence. An incident such as gross insubordination, fighting, harassment, or major theft shall constitute an exceptional circumstance.
- 18.3 **Burden of Proof**
- 18.3.1 In cases of reprimands, suspensions, and dismissals, the burden of proof of just cause shall rest with the College. When the College is taking disciplinary action under Article 18.2.5 this must be indicated in the reprimand, suspension or dismissal notification, and the reasons for not following progressive discipline stated. Evidence shall be limited to the grounds stated in the suspension or dismissal notice. The record of an employee shall not be used for disciplinary reasons after twelve (12) months of satisfactory service.
- 18.3.2 An employee shall not be immune from future progressive discipline due solely to the fact that he/she had grieved an earlier discipline and such grievance was not resolved by the time that the second grievance was filed. In this situation, a subsequent grievance cannot allege a failure to follow the procedural steps in Article 18.2.
- 18.4 **Due Process**
- 18.4.1 An employee will have the right to be heard. The employee's written response to any level of discipline shall be placed on his/her personnel file and attached to any document relating to the incident placed on the file by the College.
- 18.4.2 Union representative, selected by the Union, shall be present at any disciplinary action. However, at the specific request of the employee to the Union, the verbal reprimand may proceed without a Union representative.
- 18.4.3 An employee shall be allowed to peruse his/her own personal file upon request to the Chief Executive Officer. Any response in respect to its contents shall become part of the file.
- 18.5 **Resignation and Job Abandonment**
- 18.5.1 Employees shall give thirty (30) days notice of resignation. An employee who fails to give such notice shall be struck from the payroll effective the date she/he absents herself/himself without leave.
- 18.5.2 Any unexplained absence of three (3) days or more shall be considered job abandonment unless justification can be demonstrated.

## **ARTICLE 19 GRIEVANCES**

### **19.1 Leave for Grievances**

The College shall allow leave without loss of pay for up to one (1) elected Union representative and one (1) grievor for grievance meetings under Article 19.3. One (1) grievor shall be allowed leave with pay to attend Arbitration Hearings.

19.1.1 Any disagreement between the parties to this Agreement with respect to the application or interpretation of the Articles contained herein, or any other matters relating to conditions of employment shall be resolved according to the following procedure:

### **19.2 Time Limits**

A grievance shall be deemed to have been initiated on the date a written statement of grievance has been received by the out-of-scope supervisor or Chief Executive Officer. A grievance to be accepted must be initiated within thirty (30) calendar days from the date on which the employee first became aware of the alleged infraction.

Notwithstanding, the thirty (30) calendar day time limit shall not apply to those items included in the Agreement where the College has allegedly failed to apply a specific benefit, i.e. vacation leave, sick leave, shift differential, etc. In these latter instances the time limit shall be one (1) year after the date on which the alleged infraction occurred. The effective date of any necessary retroactive pay shall be the date on which the infraction first occurred.

### **19.3 Procedure**

#### **Step 1:**

The grievance shall be submitted in writing by the aggrieved and/or by the *Local Union Executive* on behalf of the aggrieved to the immediate out-of-scope supervisor, who shall render a decision in writing within seven (7) calendar days of receipt. In all instances, a copy of the grievance shall be submitted concurrently to the Chief Executive Officer and to the *Executive Director of Operations* of the Union.

#### **Step 2:**

If a satisfactory settlement cannot be effected at Step 1, the *Local Union Executive* must submit, within fourteen (14) calendar days of receipt of reply at Step 1, the grievance to the Chief Executive Officer, who will render a decision in writing within fourteen (14) calendar days of receipt of the grievance at Step 2.

#### **Step 3:**

If a satisfactory settlement cannot be effected at Step 2 the *Local Union*

*Executive* may, within seven (7) calendar days of receipt of the decision at Step 2 apply for a Board of Arbitration.

19.3.1 The *Local Union Executive* shall have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the College in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.

19.4 The parties to this agreement desire that all grievances and arbitrations be expedited in a timely fashion. They therefore will endeavour to adhere to the time limits outlined in Article 19 and 20.

## **ARTICLE 20 ARBITRATION**

### **20.1 Establishment and Composition of an Arbitration Board**

20.1.1 When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing to the other party of the Agreement. The name of the person appointed to the Board by the applicant shall be included.

20.1.2 Within ten (10) working days of receiving the notice, the party receiving the notice shall furnish the name of its appointee to the Arbitration Board. If no appointment is made, the Minister of Labour shall be requested to make such appointment.

20.1.3 Within ten (10) working days of the appointment of the second person, the two (2) appointees shall appoint a third member of the Board who shall be the Chairperson. If the two (2) appointees fail to agree within the time limit, the Chairperson will be selected from a panel of two (2) individuals on a rotational basis. The panel shall be established by the parties to this Agreement. The order in which they will act shall be determined by the order in which they have been set in rotation. In the event that the person whose turn it is to act is not available, the member next following shall act.

### **20.2 Procedure of an Arbitration Board**

20.2.1 The Chairperson of the Board shall fix a time and place of sittings after consultation with the other members and notify the parties. The Board shall meet not later than seven (7) calendar days after it has been constituted, unless by consent of both parties the date is changed.

20.2.2 The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. The Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure.

20.2.3 In the event that an employee is called as a witness before an Arbitration Board convened under Article 20, the College shall grant leave and expenses, which shall be applicable as follows:

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

20.2.4 The Board shall render a decision within fifteen (15) days of the end of the hearing.

20.3 **Decision of an Arbitration Board**

20.3.1 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

20.3.2 The decision shall be final, binding and enforceable on all parties.

20.3.3 The Board shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. Subject to the foregoing, the Board shall have the power to dispose of the grievance by any arrangement which it deems just and equitable.

20.3.4 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson to reconvene the Board to clarify the decision.

20.4 **Expenses of an Arbitration Board**

Each party shall pay the fees and expenses of the Arbitrator it appoints. The fees and expenses of the Chairperson, and any other common expenses, shall be shared equally by both parties.

**ARTICLE 21 SAFETY AND HEALTH**

21.1 The College shall make provision for the safety and health of employees during hours of work.

21.2 The College will comply with the provisions of the Occupational Health and Safety Act and Regulations.

21.3 Adequate first aid supplies (based on Workers' Compensation Board recommendations) shall be provided at all College work sites and for all vehicles for which car allowance is payable as per Article 7.10.1, and for all College-supplied vehicles.

- 21.4           **Survival Kits**
- The College will supply winter survival kits acceptable to the Saskatchewan Safety Council for use in all vehicles for out-of-city work assignments.
- 21.5           The College will ensure College vehicles are kept in safe operating condition. The College shall arrange for and ensure that all vehicles are regularly serviced. There will be a log located in each vehicle which indicates the last service date and most recent repairs.
- Problems with vehicles shall be reported immediately to the identified supervisor. No employee shall be required to use a vehicle which is unsafe.
- 21.6           No College employee shall be required to travel outside of their Community/place of work in weather when temperatures are -35 degrees Celsius or lower.
- 21.7           The College will provide two satellite telephones in each regional office and one such telephone in the Air Ronge office, for employees' use when travelling.

## **ARTICLE 22 ANTI-HARASSMENT**

### **Definition of Harassment**

- a) The Union and the Employer consider harassment in the workplace to be unacceptable and recognize the right of employees to work in an environment free from harassment. To create a harassment-free workplace, the parties are committed to the joint development of proactive programs to eliminate all forms of harassment.
- b) In accordance with the Occupational Health and Safety Regulations, the Occupational Health Safety Act, The Canadian Human Rights Act, and the Human Rights Code guidelines, harassment is defined as any objectionable conduct, comment, or nonverbal display by a person that:
- i) is directed at an employee:
  - ii) is made on the basis of age, sex, race, color, religion, family status, marital status, sexual orientation, national or ethnic origin, real or perceived ancestry or place of origin, physical or mental disability (including dependency on alcohol or drugs), pardoned conviction or physical size or weight;
  - iii) and constitutes a threat to the physical or emotional well being, health, or safety of the employee.
- c) For the purpose of clarity, those acts which constitute harassment include, but are not limited to:

- i) comments, suggestions, insults, taunts, jokes, non verbal gestures, and/or unfounded accusations, subject to Article 22, Subsection B, which might reasonably be found by the affected employee to be unwelcome, objectionable, offensive, and uncomfortable.
- d) Normal social contact between people based on a position of equality and/or mutual consent does not for these purposes constitute harassment.
- e) Appropriate discipline of an employee by his/her supervisor does not constitute harassment.
- f) In the case of alleged harassment, the employee will:
  - i) immediately inform the alleged harasser that the behaviour is unwelcome, or perceive to be inappropriate, and that it should stop immediately; or
  - ii) ask his/her immediate supervisor for assistance in addressing the situation with the accused.
- g) If the alleged harasser is the immediate supervisor, the employee should contact the next higher out-of-scope supervisor. If the alleged harasser is the out-of-scope supervisor, the employee should contact the CEO. If the alleged harasser is the CEO, the employee should contact the Board Chairperson for assistance.
- h) Anti-harassment policy procedures will follow immediately after a complainant discloses information concerning an alleged harassment.
- i) Upon request, an employee involved in a harassment case shall be entitled to counselling at no cost to the employee within the terms of the Employee Family Assistant Program policy.
- j) A joint union/management committee composed of equal representation from union and management will work collectively to establish and maintain a harassment-free college-wide work environment. The parties will endeavour to achieve equal gender and minority group representation. The chairperson of the committee shall rotate from meeting to meeting. Committee decisions shall be by consensus.

The Committee will:

- i) oversee the development production and delivery of an educational program to establish and maintain a harassment-free work environment.
- ii) ensure mandatory participation by all employees in the program that is designed to meet the needs of individuals in their work situations.

- k) All approved costs associated with the implementation of this program shall be the responsibility of the employer.
- l) Grievances under this clause shall commence at the second step of the grievance procedure and will be handled with all possible confidentiality and dispatch.

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

23.1 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated.

23.2 All benefits of this Agreement shall, unless otherwise specified, accrue on a prorata basis to employees who work less than full-time.

### **23.3 Grandfather Clause (La Ronge Subunit)**

Notwithstanding the provisions of this Agreement, employees who were on staff at La Ronge Region Community College as of September 14, 1981 shall enjoy the benefits relating to hours of work, vacation and/or pay for time not worked, which were in effect prior to the signing on March 1 to June 30, 1981 Agreement (see Appendix F).

## **ARTICLE 24 COPIES OF THE AGREEMENT**

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

## **ARTICLE 25 DURATION OF AGREEMENT**

25.1 This Agreement shall be binding and remain in effect from *September 1, 2006 to August 31, 2009*, and shall continue from year to year thereafter unless either party gives to the other party notice in writing to negotiate amendments at least thirty (30) days prior to the anniversary date.

25.2 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

25.3 Both parties shall adhere to the terms of this Agreement during collective bargaining. If negotiations extend beyond the termination of the Agreement, the retroactivity of terms as mutually agreed upon (other than wages) shall be negotiable.

25.4 An employee who has severed his employment between the termination date of this Agreement and the effective date of the new Agreement shall receive full retroactivity of any increases in wages.

IN WITNESS WHEREOF, the parties hereto have, on this 26<sup>th</sup> day of June, 2007, A.D., caused these articles of agreement to be executed effective the 1st day of September, 2006, A.D..

Signed on behalf  
Northlands College  
represented by:

\_\_\_\_\_  
Bill McLaughlin

\_\_\_\_\_  
Sandy Rediron

\_\_\_\_\_  
Kieran Hamilton

\_\_\_\_\_  
Beverly Crossman

Signed on behalf  
Northlands College Bargaining Unit  
represented by:

\_\_\_\_\_  
Linda Cowan

\_\_\_\_\_  
Louise Pederson

\_\_\_\_\_  
Terri Conley

\_\_\_\_\_  
Don Erhardt, SGEU

## **GENERAL WAGE INCREASES**

- *Effective September 1, 2006 - 3.5%*
- *Effective September 1, 2007 - 4.0%*
- *Effective September 1, 2008 - 4.5%*

## **RETROACTIVITY**

*Retroactivity – to September 1, 2006, applicable to those employees on staff at the date of signing and those employees who have terminated since September 1, 2006. Such former employees must apply to the College for the retroactive pay, indicating their current address.*

## **GREEN CIRCLED EMPLOYEES**

Those employees who were green circled as a result of implementing the class plan will continue as such for the remainder of this Agreement.

## **LONG SERVICE INCREMENT**

*Effective September 1, 2007, the Colleges shall recognize experience at the commencement of 15 years of service in accordance with Article 7 by providing a long service increment equivalent to 4% above the appropriate step in the pay tables in Appendices A and B.*

## **SIGNING BONUS**

*All employees who are on staff on April 11, 2007 are eligible for a signing bonus, of one thousand (1000) dollars per full time employee. The amount of the bonus will be based on paid hours, pro rated for less than full time employees. Such payment is subject to all applicable deductions.*

**APPENDIX A**  
**Non Instructional Salary Grid**  
**Effective September 1, 2006 (3.5%)**

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$ 14.33	\$ 14.85	\$ 15.39	\$ 15.92	\$ 16.45	\$ 16.97
2	\$ 16.05	\$ 16.65	\$ 17.24	\$ 17.85	\$ 18.45	\$ 19.03
3	\$ 17.97	\$ 18.64	\$ 19.31	\$ 19.99	\$ 20.67	\$ 21.32
4	\$ 19.88	\$ 20.62	\$ 21.36	\$ 22.11	\$ 22.85	\$ 23.63
5	\$ 21.78	\$ 22.61	\$ 23.44	\$ 24.27	\$ 25.10	\$ 25.92
6	\$ 23.70	\$ 24.60	\$ 25.49	\$ 26.40	\$ 27.31	\$ 28.21
7	\$ 25.61	\$ 26.59	\$ 27.56	\$ 28.57	\$ 29.54	\$ 30.52
8	\$ 27.51	\$ 28.58	\$ 29.64	\$ 30.68	\$ 31.74	\$ 32.80

**APPENDIX A**  
**Non Instructional Salary Grid**  
**Effective September 1, 2007 (4.0%)**

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Long Service 4%
1	\$ 14.90	\$ 15.44	\$ 16.01	\$ 16.56	\$ 17.11	\$ 17.65	\$ 18.36
2	\$ 16.69	\$ 17.32	\$ 17.93	\$ 18.56	\$ 19.19	\$ 19.79	\$ 20.58
3	\$ 18.69	\$ 19.39	\$ 20.08	\$ 20.79	\$ 21.50	\$ 22.17	\$ 23.06
4	\$ 20.68	\$ 21.44	\$ 22.21	\$ 22.99	\$ 23.76	\$ 24.58	\$ 25.56
5	\$ 22.65	\$ 23.51	\$ 24.38	\$ 25.24	\$ 26.10	\$ 26.96	\$ 28.04
6	\$ 24.65	\$ 25.58	\$ 26.51	\$ 27.46	\$ 28.40	\$ 29.34	\$ 30.51
7	\$ 26.63	\$ 27.65	\$ 28.66	\$ 29.71	\$ 30.72	\$ 31.74	\$ 33.01
8	\$ 28.61	\$ 29.72	\$ 30.83	\$ 31.91	\$ 33.01	\$ 34.11	\$ 35.47

**APPENDIX A**  
**Non Instructional Salary Grid**  
**Effective September 1, 2008 (4.5%)**

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Long Service 4%
1	\$ 15.57	\$ 16.13	\$ 16.73	\$ 17.31	\$ 17.88	\$ 18.44	\$ 19.18
2	\$ 17.44	\$ 18.10	\$ 18.74	\$ 19.40	\$ 20.05	\$ 20.68	\$ 21.51
3	\$ 19.53	\$ 20.26	\$ 20.98	\$ 21.73	\$ 22.47	\$ 23.17	\$ 24.10
4	\$ 21.61	\$ 22.40	\$ 23.21	\$ 24.02	\$ 24.83	\$ 25.69	\$ 26.72
5	\$ 23.67	\$ 24.57	\$ 25.48	\$ 26.38	\$ 27.27	\$ 28.17	\$ 29.30
6	\$ 25.76	\$ 26.73	\$ 27.70	\$ 28.70	\$ 29.68	\$ 30.66	\$ 31.89
7	\$ 27.83	\$ 28.89	\$ 29.95	\$ 31.05	\$ 32.10	\$ 33.17	\$ 34.50
8	\$ 29.90	\$ 31.06	\$ 32.22	\$ 33.35	\$ 34.50	\$ 35.64	\$ 37.07

**APPENDIX B – INSTRUCTIONAL SALARY GRID**  
**Effective September 1, 2006 (3.5%)**  
**(Annual/Monthly/Daily Rates)**

RANGE	1	2	3	4	5	6	7	8	9
Range I	\$39,396 \$3,283 \$196.98	\$42,185 \$3,515 \$210.93	\$44,294 \$3,691 \$221.47	\$46,509 \$3,876 \$232.55	\$48,835 \$4,070 \$244.18	\$51,278 \$4,273 \$256.39	\$53,841 \$4,487 \$269.21	\$56,534 \$4,711 \$282.67	\$59,359 \$4,947 \$296.80
Range II	\$43,144 \$3,595 \$215.72	\$45,154 \$3,763 \$225.77	\$47,262 \$3,939 \$236.31	\$49,476 \$4,123 \$247.38	\$51,802 \$4,317 \$259.01	\$54,244 \$4,520 \$271.22	\$56,808 \$4,734 \$284.04	\$59,501 \$4,958 \$297.51	\$62,327 \$5,194 \$311.64
Range III	\$46,116 \$3,843 \$230.58	\$48,126 \$4,011 \$240.63	\$50,236 \$4,186 \$251.18	\$52,450 \$4,371 \$262.25	\$54,775 \$4,565 \$273.88	\$57,217 \$4,768 \$286.09	\$59,782 \$4,982 \$298.91	\$62,475 \$5,206 \$312.38	\$65,300 \$5,442 \$326.50
Range IV	\$52,058 \$4,338 \$260.29	\$54,068 \$4,506 \$270.34	\$56,177 \$4,681 \$280.89	\$58,392 \$4,866 \$291.96	\$60,717 \$5,060 \$303.59	\$63,158 \$5,263 \$315.79	\$65,723 \$5,477 \$328.62	\$68,415 \$5,701 \$342.08	\$71,241 \$5,937 \$356.21

**APPENDIX B – INSTRUCTIONAL SALARY GRID**  
**Effective September 1, 2007 (4.0%)**  
**(Annual/Monthly/Daily Rates)**

RANGE	1	2	3	4	5	6	7	8	9	Long Service (4%)
Range I	\$40,972 \$3,414 \$204.86	\$43,872 \$3,656 \$219.36	\$46,066 \$3,839 \$230.33	\$48,369 \$4,031 \$241.85	\$50,788 \$4,232 \$253.94	\$53,329 \$4,444 \$266.65	\$55,995 \$4,666 \$279.98	\$58,795 \$4,900 \$293.98	\$61,733 \$5,144 \$308.67	\$64,202 \$5,350 \$321.01
Range II	\$44,870 \$3,739 \$224.35	\$46,960 \$3,913 \$234.80	\$49,152 \$4,096 \$245.76	\$51,455 \$4,288 \$257.28	\$53,874 \$4,490 \$269.37	\$56,414 \$4,701 \$282.07	\$59,080 \$4,923 \$295.40	\$61,881 \$5,157 \$309.41	\$64,820 \$5,402 \$324.10	\$67,413 \$5,618 \$337.07
Range III	\$47,961 \$3,997 \$239.81	\$50,051 \$4,171 \$250.26	\$52,245 \$4,354 \$261.23	\$54,548 \$4,546 \$272.74	\$56,966 \$4,747 \$284.83	\$59,506 \$4,959 \$297.53	\$62,173 \$5,181 \$310.87	\$64,974 \$5,415 \$324.87	\$67,912 \$5,659 \$339.56	\$70,628 \$5,886 \$353.14
Range IV	\$54,140 \$4,512 \$270.70	\$56,231 \$4,686 \$281.16	\$58,424 \$4,869 \$292.12	\$60,728 \$5,061 \$303.64	\$63,146 \$5,262 \$315.73	\$65,684 \$5,474 \$328.42	\$68,352 \$5,696 \$341.76	\$71,152 \$5,929 \$355.76	\$74,091 \$6,174 \$370.46	\$77,055 \$6,421 \$385.28

**APPENDIX B – INSTRUCTIONAL SALARY GRID**  
**Effective September 1, 2008 (4.5%)**  
**(Annual/Monthly/Daily Rates)**

RANGE	1	2	3	4	5	6	7	8	9	Long Service (4%)
Range I	\$42,816	\$45,846	\$48,139	\$50,546	\$53,073	\$55,729	\$58,515	\$61,441	\$64,511	\$67,091
	\$3,568	\$3,821	\$4,012	\$4,212	\$4,423	\$4,644	\$4,876	\$5,120	\$5,376	\$5,591
	\$214.08	\$229.23	\$240.70	\$252.73	\$265.37	\$278.65	\$292.58	\$307.21	\$322.56	\$335.46
Range II	\$46,889	\$49,073	\$51,364	\$53,770	\$56,298	\$58,953	\$61,739	\$64,666	\$67,737	\$70,446
	\$3,907	\$4,089	\$4,280	\$4,481	\$4,692	\$4,913	\$5,145	\$5,389	\$5,645	\$5,871
	\$234.45	\$245.37	\$256.82	\$268.85	\$281.49	\$294.77	\$308.70	\$323.33	\$338.69	\$352.23
Range III	\$50,119	\$52,303	\$54,596	\$57,003	\$59,529	\$62,184	\$64,971	\$67,898	\$70,968	\$73,807
	\$4,177	\$4,359	\$4,550	\$4,750	\$4,961	\$5,182	\$5,414	\$5,658	\$5,914	\$6,151
	\$250.60	\$261.52	\$272.98	\$285.02	\$297.65	\$310.92	\$324.86	\$339.49	\$354.84	\$369.04
Range IV	\$56,576	\$58,761	\$61,053	\$63,461	\$65,988	\$68,640	\$71,428	\$74,354	\$77,425	\$80,522
	\$4,715	\$4,897	\$5,088	\$5,288	\$5,499	\$5,720	\$5,952	\$6,196	\$6,452	\$6,710
	\$282.88	\$293.81	\$305.27	\$317.31	\$329.94	\$343.20	\$357.14	\$371.77	\$387.13	\$402.61

**APPENDIX B-1 – INSTRUCTOR AIDE**  
**Effective September 1, 2006 (3.5%)**  
**(Annual/Daily Rates)**

	<b>Annual</b>	<b>Daily</b>
Step 1	\$31,132	\$155.66
Step 2	\$32,291	\$161.46
Step 3	\$33,468	\$167.34
Step 4	\$34,627	\$173.14
Step 5	\$35,786	\$178.93
Step 6	\$36,997	\$184.99
Step 7	\$38,237	\$191.19

**APPENDIX B-1 – INSTRUCTOR AIDE**  
**Effective September 1, 2007 (4.0%)**  
**(Annual/Daily Rates)**

	<b>Annual</b>	<b>Daily</b>
Step 1	\$32,377	\$161.89
Step 2	\$33,583	\$167.92
Step 3	\$34,807	\$174.04
Step 4	\$36,012	\$180.06
Step 5	\$37,217	\$186.09
Step 6	\$38,477	\$192.39
Step 7	\$39,766	\$198.83
Long Service Increment (4%)	\$41,357	\$206.79

**APPENDIX B-1 – INSTRUCTOR AIDE**  
**Effective September 1, 2008 (4.5%)**  
**(Annual/Daily Rates)**

	<b>Annual</b>	<b>Daily</b>
Step 1	\$33,834	\$169.17
Step 2	\$35,094	\$175.47
Step 3	\$36,373	\$181.87
Step 4	\$37,633	\$188.17
Step 5	\$38,892	\$194.46
Step 6	\$40,208	\$201.04
Step 7	\$41,555	\$207.78
Long Service Increment (4%)	\$43,217	\$216.09

## APPENDIX C

### CERTIFICATION AND SALARY ADMINISTRATION: INSTRUCTORS

The provisions of this Appendix shall apply to all Instructors hired under the terms of this Collective Agreement.

#### Part I: Placement on Salary Ranges

1. The salary range of a newly appointed Instructor shall be determined by the number of years of relevant post-secondary education/training he/she has completed successfully (Saskatchewan standards).

- RANGE I Instructor
- Grade XII (Saskatchewan) or equivalent with one (1) year of related training or education.
  - Grade XII (Saskatchewan) or equivalent with two (2) years of related training or education.
  - Registered Nurse, Technology Diploma, Registered Technician's Certificate, Dental Nurse Diploma or Dental Hygienist Diploma.
  - Journeyman's Certificate requiring less than three (3) years.
  - Standard "A" or Standard "B" Teaching Certificate (two (2) years).
  - Grade XII (Saskatchewan) or equivalent and a minimum of three (3) years post- secondary study, related training or education.
  - Three (3) or more year Journeyman's Certificate.
  - Registered Nurse's Certificate and one (1) year related post-secondary education.
  - Technology Diploma or Registered Technician Certificate, and a Teaching Certificate (or an additional year of related post-secondary education).
  - Three (3) year University degree.
  - Journeyman's Certificate requiring less than three (3) years plus a Teacher's Certificate (or an additional year of related post-secondary education).
  - Dental Nurse Diploma or Dental Hygienist Diploma plus a Teaching Certificate (or an additional year of related post-secondary education).

- Standard "A" or Standard "B" Teaching Certificate (three (3) year).
  - Minimum of two (2) year Technology Diploma in Instrumentation or Journeyman's Certificate in Instrumentation and considerable related experience.
- RANGE II Instructor
- A four (4) year University degree or three (3) year University degree plus an additional year of related study.
  - Professional accounting designation (C.A., C.M.A., C.G.A.) without a degree.
  - Saskatchewan Land Surveyor.
  - Journeyman's Certificate in two (2) or more trades related to the program being taught.
  - Three (3) or more years Journeyman's Certificate and a Teaching Certificate (or an additional year of related post- secondary education).
  - Journeyman's Certificate requiring less than three (3) years plus a University degree.
  - Registered Nurse's Certificate and two (2) years of related post-secondary education.
  - Dental Nurse Diploma or Dental Hygienist Diploma plus two (2) years of related post-secondary education.
  - Minimum of two (2) year Technology Diploma in Instrumentation or Journeyman's Certificate in Instrumentation and considerable related experience plus a Teacher's Certificate (or an additional year of related post-secondary education).
  - Technology Diploma or Registered Technician Certificate plus two (2) years of related post-secondary education.
- RANGE III Instructor
- Five (5) years of related post-secondary study with a minimum of one (1) degree (e.g. B.Sc., B.A., B.Ed.).
  - Master's degree (five (5) years).

- Professional accounting designation (C.A., C.M.A., C.G.A.) plus a University degree.
  - Three (3) or four (4) year Journeyman's Certificate plus a University Degree.
  - Registered Nurse's Certificate plus three years of education including a related University degree (B.S.N., B.Ed.).
  - Dental Nurse Diploma or Dental Hygienist Diploma plus three (3) years of education including a related University degree.
  - Technology Diploma or Registered Technician's Certificate plus three (3) years of education including a related University degree.
- RANGE IV Instructor
- Six (6) years or more of related University study including one (1) year of graduate study or an honor's year.
  - Master's degree (six (6) year degree or a five (5) year degree plus one (1) year of related post-graduate study).
  - Professional accounting designation (C.A., C.M.A., C.G.A.) plus a degree and one (1) additional year of related University study.

## **Part II: Salary Grid Placement**

1. The salary step granted within the assigned Range recognizes the experience of Instructors. Either teaching experience or closely related commercial or industrial experience will be accepted. For Trades Instructors, only Journeyman experience will ordinarily be accepted. To be credited, experience must have occurred within twenty (20) years of the date of appointment.
2. Related experience will be recognized for salary purposes by granting:
  - a. One (1) increment for each of the first two (2) years of related experience.
  - b. One (1) additional increment for each subsequent two (2) years of related experience.
  - c. Experience increments will be granted to the maximum of the appropriate range.
3. The College will publish internally the range and step at which new Instructors have been appointed. An outline of a new Instructor's qualifications will be included in this notice. An Instructor in the same range who believes he/she possesses equivalent or superior qualifications and who is being paid at a lower step than the new appointee may, within thirty (30) days of the date of the publication of the appointment notice, request the Chief Executive Officer to review his/her

qualifications and salary placement. If, as a result of review, a salary adjustment is considered to be warranted, the Chief Executive Officer shall so authorize.

4. Instructors in Ranges I, II and III who do not qualify for placement in the next higher range but who have completed one (1) year's relevant study or training beyond the minimum qualifications required for their current range placement, shall be granted one (1) additional increment. If such an Instructor is at the maximum salary of his current range, one (1) additional step, above maximum, shall be approved.
5. a) In circumstances where an Instructor is hired to teach a particular trade or discipline, that Instructor's starting salary may be at a range and step which reflects an industry based rate. If there is no step within the range which is equal to an industry based rate, that Instructor will be paid at the next higher step.  
b) Where original placement on range and step is authorized above the minimum as prescribed in 5(a), the Chief Executive Officer shall review the related experience of all other Instructors in that particular specialty and adjust upwards the salaries of those Instructors with equivalent or better qualifications.

### **Part III: Allocation of Instructors to a Higher Range**

1. It shall be the responsibility of Instructors to notify the Chief Executive Officer upon completion of course work and of additional qualifications which provide eligibility for reallocation to a higher salary range. Written proof must be included with written application for reallocation.
2. The Instructor shall submit satisfactory evidence of new qualifications and their effective date(s). Such evidence shall be limited to an official transcript from a recognized institution or an official letter from a granting authority.
3. The Chief Executive Officer shall be responsible for implementing approved salary adjustments.
4. The salary adjustment shall be effective on the first day of the month following successful completion of course requirements.
5. Instructors currently in Ranges I or II shall move to the next higher range upon the completion of one (1) full year of university education or upon the completion of the requirements for the next higher range.
6. Upon successful application for recognition of improved qualifications, Instructors' pay rates shall be adjusted as follows:
  - a) Instructors currently in Ranges I to III inclusive shall move to the same step in the next higher range. Increment dates shall remain unchanged.

One (1) year's university study must be equivalent to:

Thirty (30) university credit units.

#### **Part IV: Supervisory Instructor Positions**

1. Instructors in sole charge of a program shall receive eight (8) dollars per day for each full day worked providing that no supervision is available within the immediate community.
2. Supervisors or Program Heads who supervise one (1) or more full-time Instructors will be paid eight (8) dollars per day per full day worked above their regular position as a supervisory allowance.

## APPENDIX D

### NORTHERN ALLOWANCE

The Northern Allowance provided in the Appendix will be adjusted by the same percentage salary increase as is negotiated for the overall bargaining unit as of September 1<sup>st</sup> of each year. The adjustment yielded by the percentage will be rounded to the nearest half dollar. All employees shall be paid per month over and above their basic rate of pay the following rates listed by community:

#### Effective September 1, 2006

\$ 69.00	La Ronge
\$117.00	Green Lake, Beauval, Ile a la Crosse, Buffalo Narrows, Pelican Narrows, Deschambeault, Creighton, Sturgeon Landing, Denare Beach, Patunak, Cole Bay, Jans Bay, Sled Lake, Dore Lake, Timber Bay, Weyakwin, Hall Lake, Sucker River, Grandmother's Bay, Montreal Lake, Canoe Narrows
\$161.00	Stanley Mission, Brabant Lake, Southend, Pinehouse, Cumberland House, Sandy Bay, La Loche, Dillon, Turnor Lake
\$216.00	St. George's Hill, Michel Village
\$264.00	Stony Rapids, Camsell Portage, Fond du Lac, Kinoosao, Wollaston Lake, Uranium City, Black Lake

#### Effective September 1, 2007

\$ 72.00	La Ronge
\$122.00	Green Lake, Beauval, Ile a la Crosse, Buffalo Narrows, Pelican Narrows, Deschambeault, Creighton, Sturgeon Landing, Denare Beach, Patunak, Cole Bay, Jans Bay, Sled Lake, Dore Lake, Timber Bay, Weyakwin, Hall Lake, Sucker River, Grandmother's Bay, Montreal Lake, Canoe Narrows
\$167.00	Stanley Mission, Brabant Lake, Southend, Pinehouse, Cumberland House, Sandy Bay, La Loche, Dillon, Turnor Lake
\$225.00	St. George's Hill, Michel Village
\$275.00	Stony Rapids, Camsell Portage, Fond du Lac, Kinoosao, Wollaston Lake, Uranium City, Black Lake

**Effective September 1, 2008**

- \$ 75.00 La Ronge
- \$127.00 Green Lake, Beauval, Ile a la Crosse, Buffalo Narrows, Pelican Narrows, Deschambeault, Creighton, Sturgeon Landing, Denare Beach, Patunak, Cole Bay, Jans Bay, Sled Lake, Dore Lake, Timber Bay, Weyakwin, Hall Lake, Sucker River, Grandmother's Bay, Montreal Lake, Canoe Narrows
- \$175.00 Stanley Mission, Brabant Lake, Southend, Pinehouse, Cumberland House, Sandy Bay, La Loche, Dillon, Turnor Lake
- \$235.00 St. George's Hill, Michel Village
- \$287.00 Stony Rapids, Camsell Portage, Fond du Lac, Kinoosao, Wollaston Lake, Uranium City, Black Lake

**APPENDIX E**

**LETTER OF UNDERSTANDING**

**RE: ARBITRATION CHAIRPERSONS**

Subject to agreement of selected parties, i.e. Ish and Matkowski.

Agreement on behalf of Northlands  
College represented by:

Agreement on behalf of Northlands  
College Bargaining Unit  
represented by:

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Bill McLaughlin

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Linda Cowan

Letter was originally signed November 19, 2001, re-signed June 26, 2007.

## **APPENDIX F**

### **LETTER OF UNDERSTANDING**

#### **RE: GRANDFATHER CLAUSE - Article 23.3**

The conditions referred to in Article 23.3 are:

- 1) Two (2) additional paid days leave at Christmas.
- 2) Field hours based upon one hundred and forty (140) hours over four (4) weeks.

## **APPENDIX G**

### **EMPLOYMENT EQUITY**

The parties recognize that the success of the Employment Equity Program depends on a commitment to positive action on the part of the College and the Union.

- 1) The targeted groups to which this Program applies are:
  - 1.1 people of aboriginal ancestry
  - 1.2 people with disabilities
  - 1.3 women
  - 1.4 visible minorities
- 2) A Joint Committee of equal representation from the Union and the College shall be charged with the responsibility of designing (or redesigning), implementing, monitoring and assessing the success of the ongoing program.
- 3) The Joint Committee is charged with the responsibility of considering all barriers to equity.
- 4) The Committee will consider strategies to address barriers to equity, and where necessary, will refer particular strategies to their respective principals for negotiation/ratification.
- 5) The College will employ, on a contract basis, an employment equity officer who will function as a resource to the Joint Committee, and who will report to the Chief Executive Officer.
- 6) Minutes of any Joint Committee meetings will be posted so that staff may be aware of any positions being designated or not on their behalf. The Employment Equity Officer will keep current statistics on the positions recommended for designation, the reasons for their designation or non designation and the number approved or non approved. Staff members may have to process this information at any time.

## **APPENDIX I**

### **SAFETY NET**

Before any permanent lay-off or job abolitions involving employees with two (2) or more years of service take place the employer agrees to offer the employees one of the following two options depending on applicability and individual choice:

#### **1. Career Assistance Options**

Employees who are permanently laid off or whose jobs are abolished may access Career Assistance Options. The maximum value shall not exceed \$5,000 and shall be calculated on the basis of \$1,000 for each two years of service, prorated for partial years.

Employees may elect one or more of the following assistance options.

##### **a) Career Counselling and Job Placement**

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

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

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

The College will liaise with the selected company to refer the employee, and establish a defined credit account for the employee.

##### **b) Retraining Assistance**

Retraining assistance will be provided in the form of payment of tuition fees at any Saskatchewan educational institute.

Employees will be able to access retraining assistance over a 2 year period commencing the date the employee's position is abolished.

Upon notification by employees of the educational institution they will be attending, the College will advise the educational institute to invoice them for tuition fees incurred by their employees.

c) **Saskatchewan Relocation Assistance**

Relocation Assistance will be limited to in-province relocation expenses incurred in pursuing alternate employment opportunities.

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

d) **Career Adjustment Assistance**

Career Adjustment Assistance will be provided on a reimbursement basis for expenses employees incur in pursuing alternate employment opportunities.

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

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

e) **Enhanced Severance**

Enhanced Severance will be provided to employees who elect to resign and on the basis of 1 week's salary for every year worked to a maximum of 5 weeks or \$3,000.

NOTE: These provisions shall be applicable to employees currently affected by job abolishment.

**2. Voluntary Lay-off**

When downsizing within a specific area of the College is required the College will provide employees with the opportunity to volunteer for lay-off. Any employee choosing the lay-off will continue to have access to the Career Assistance Options identified in Part 1 above.

**APPENDIX J**  
**LETTER OF UNDERSTANDING**  
**EMPLOYEE FAMILY ASSISTANCE PROGRAM**

**GOAL**

The Employer and the Union agree to work co-operatively in the development, implementation and administration of an Employee Family Assistance Program.

**OPERATIONAL**

A Union/Management Committee having two representatives from the Union and two from the Employer will be established in order to develop the operating guidelines, monitor the ongoing Program and recommend any revisions that appear warranted. The Committee shall also assist in the preparation and presentation of training and education to both management representatives and Union stewards in order to ensure familiarity with the objectives of the Program. The Committee shall be given reasonable and sufficient time with no loss in pay to perform Program duties.

**STATEMENT OF PRINCIPLES**

The following statements shall direct the development and implementation of the Program.

a) Recognition of Social, Health and Personal Problems as Treatable.

Union and Employer jointly recognize that successful intervention is possible with many personal/medical problems, especially if they are identified at an early stage.

b) Objectives

The objectives of the Program will be to encourage employees or their family members to voluntarily seek assistance for personal problems particularly when those problems are adversely affecting work performance.

c) Program Access

Every permanent employee or their family member shall have access to the Program. The decision to utilize the Program is the individual's.

d) Employee Rights

The fact that an employee has been accepted into the Program will not, by itself, jeopardize job security, nor abrogate discipline.

Employees participating in the Program shall continue to enjoy all rights and benefits as provided in the collective agreement.

e) Employee Responsibility

Employees participating in the Program will be expected to meet existing job performance standards and established work rules. Exceptions may be made if adherence to those rules and standards are inappropriate to effect a resolution of the problem.

f) Employer Responsibility

The Employer will support an employee's decision to access the plan by guaranteeing appropriate leaves of absence and/or sick leave. The Employer agrees to cover all reasonable costs associated with the development, implementation and administration of the Program.

g) Confidentiality

Every effort will be made to retain confidentiality as to an employee's or family member's reason for involvement in the Program.

Dated this 21st day of November, 1995.

Bill McLaughlin  
For Northlands College

Linda Cowan  
For Saskatchewan Government  
Employees' Union

## APPENDIX K

### COLLEGE CLASSIFICATION MAINTENANCE PLAN

In accordance with the Policy Framework – Equal Pay for Work of Equal Value and Pay Equity, the primary purpose of a maintenance plan is to provide for the maintenance of “equitable compensation practices and equitable wage relationships”. In addition, because the Job Evaluation Plan is a provincial plan intended to be consistently applied across the unionized colleges, the plan must also accommodate the evolving human resource needs of the member colleges. Those evolving needs will require consistent methods to assess new and unique jobs and significant changes in duties and/or responsibilities to existing jobs.

This classification plan was developed by the unionized regional colleges through a joint union/management committee. The intent of this classification plan is to ensure equity among the non-instructional, in-scope employees of the unionized regional colleges.

In keeping with the prescribed purpose, the following functions form the basis of the joint union/management maintenance committee and describe its primary responsibility, namely;

1. recommend to the union and management bargaining committees provisions to ensure maintenance of equitable compensation practices and equitable wage relationships;
2. assess new positions unique to the college system and classify in accordance with the Job Evaluation Policy;
3. re-evaluate positions which have experienced significant change in duties and/or responsibilities in accordance with the Job Evaluation Policy.

#### **Equity is defined as:**

- Employees doing work of equal value at different colleges will receive the same pay; and
- Job requirements are assessed according to a common set of factors to determine the classification of the position.

To achieve gender equity, neutrality must be maintained. Gender neutrality is achieved when male and female wage lines are the same. This is achieved by ensuring jobs are measured against a common set of criteria and the resulting pay ensures that male and female wage lines are the same.

#### **Committee Guidelines**

The following procedures are applicable to all committees and sub-committees.

- All committees will operate by consensus.
- All committees will follow the “Conflict of Interest” guidelines.
- No member of any committee or sub-committee can act as an advocate.

### **Conflict of Interest Guidelines**

Members of the Evaluation, Appeal and dispute Resolution Sub-Committees must exempt themselves from the process where the member could gain, or could be perceived to gain from the decision. This includes participation in decisions on jobs:

- Where the job duties are similar to their own;
- Which are encumbered by family members; or
- Which they directly supervise.

### **Local College Representatives**

Those representatives from each college who serve on the Maintenance Committee shall serve as local representatives in their respective colleges.

The local representatives will:

- Be a resource for their local college;
- Support the principles of the classification plan and pay equity; and
- Report back as required to their respective parties.

### **Maintenance Plan Committee**

#### **Composition:**

- One union and one management (here to referred as respective parties) representative from each college, with at least 50% female representation.

#### **Quorum:**

- Eight members shall constitute quorum. At least three management and three union members, with at least one representative from each college, is required for quorum.

#### **Term of Representatives:**

- Maintenance Committee members shall serve a two-year, renewable term.
- Terms of Committee representatives will be staggered to ensure continuity.

**Note:** Maintenance Committee for first year: At least one-half of the current Committee

(equal union and management) will serve as the maintenance committee for the first year.

**Selection of Representatives:**

- Respective parties will select their representatives to the Committee.

**Co-Chairpersons:**

- One union and one management representative will serve as Co-Chairpersons and will be selected by their respective parties. Co-Chairpersons will serve a one-year term.

**Responsibilities:**

The Maintenance Committee shall make decisions via consensus. Responsibilities of the Maintenance Committee are to:

- Assess new positions unique to the college system and classify in accordance with the Job Evaluation Policy;
- Re-evaluate positions which have experienced significant changes in duties and/or responsibility in accordance with the Job Evaluation Policy;
- Consider the impact of evaluation and re-evaluation on other jobs in the system. Periodic reviews may be undertaken to confirm on-going consistency;
- Review tabled salary proposals and advise the Negotiation Committees of the impact; monitor the wage gap so that negotiated wage settlements do not widen the wage gap or undermine equitable compensation practices and equitable wage relationships;
- Recommend to the Negotiation Committees any required changes in the policy to factor levels and definitions;
- Ensure all policies and principles of the Classification Plan are followed;
- Develop and implement procedures for evaluations, e.g. re-evaluation, appeals, and dispute resolution;
- Develop and implement job classification form(s);
- Maintain the notes to raters and benchmarked examples through additions or deletions of notes and benchmarked examples;
- Establish and update benchmark job descriptions;
- Develop and maintain an educational program regarding the principles of the plan and how it works. This includes developing and updating the classification plan manual, arranging workshops, and providing on-going training as required, and ensuring that each College develop a link to the Job Evaluation website;
- Ensure that new members receive training in the principles and application of the classification plan;

- Maintain the structure, function, roles and authorities of any sub-committees and the training required for its members;
- Maintain an accurate, up-to-date, official record of all undertakings of the Committee and its Sub-Committees. One of the Maintenance Committee Co-Chairpersons will be responsible for filing and storing all official documents. When that Co-Chairperson resigns he/she will forward the documents to the incoming Co-Chairperson;
- Ensure that the Negotiating Committee is kept abreast of Job Evaluation Plan developments and outcomes. This includes the timely provision of:
  - Minutes of Maintenance Committee meetings
  - Changes of notes to raters
  - Benchmark job descriptions
  - Recommended changes in the policy to factor levels and definitions
  - Revisions to the procedures for evaluation; eg. evaluation, re-evaluation, appeals and dispute resolution
  - System review reports
- Prepare reports as required;
- Meet at least annually;
- Create benchmark job descriptions.

Each member of the Maintenance Committee will also be required to serve on one sub-committee.

## **Evaluation Sub-Committee**

### **Purpose**

The Evaluation Sub-Committee will evaluate both new and existing jobs by applying the Job Evaluation Policy.

### **Composition:**

- Equal number of union/management representatives to be selected from the Maintenance Committee. No two (2) members will be from the same college.
- If possible, in-scope members will be from different job classifications.

### **Quorum:**

- Majority of members

### **Term of Representatives:**

- Evaluation Sub-Committee members shall serve a one-year, renewable term.

**Chairperson:**

- The Committee will elect a chairperson.

**Definitions:**

- Job evaluation refers to the assessment and classification of new positions where a “new position” is defined as one that performs a significantly different function than any existing position within the job classification plan
- Job re-evaluation refers to a re-assessment of existing positions based on significant verified changes to duties and/or responsibilities

**Responsibilities:**

The responsibilities of the Evaluation Sub-Committee are to:

- Evaluate and classify new positions as submitted by applying the job classification policy;
- Re-evaluate and possibly re-classify existing positions by applying the job classification policy;
- Send a representative to the appeal hearing where an appeal has been made with respect to the classification decision of the Evaluation Sub-Committee;
- Maintain an accurate, up-to-date, official record of all undertakings of the Evaluation Sub-Committee. The Chairperson will be responsible for filing and submitting all official documents to the Maintenance Committee. When that Chairperson resigns he/she will forward the documents to the incoming Chairperson.
- Evaluate jobs within two (2) months of submission.
- Consider the impact of job evaluation and re-evaluation on other jobs in the system.

**Process:****1. General**

- The Job Evaluation Sub-Committee will operate by consensus.
- If the Evaluation Sub-Committee can not reach consensus the evaluation or re-evaluation will be referred to the Dispute Resolution Committee;
- Decisions of the Evaluation Sub-Committee are subject to appeal.
- The Evaluation Sub-Committee is obligated to submit all official documentation to the Maintenance Committee co-chairs;
- The Evaluation Sub-Committee has the authority to obtain information through questioning and written documentation to substantiate statements in the application(s). The Sub-Committee will verify all signatories, where necessary, the job content as presented in the application;
- Prior to appeal an applicant has the option for re-assessment based on missed or

additional information. An application for re-assessment must be approved by all signatories and submitted to the Evaluation Sub-Committee within ten (10) working days of notification of the original decision.

## **2. Re-Evaluation of Existing Positions**

An employee, the union, or management may apply for re-evaluation if there are verified changes in the assigned duties and/or responsibilities.

- For job re-evaluations of existing positions, the employee and direct supervisor will complete those portions of the Job Evaluation and Re-Evaluation form impacted by the changed duties and/or responsibilities. This is to include all those factors impacted by the changes.
- The direct supervisor reviews the completed form and forwards it to the out-of-scope supervisor for review.
- Once the signatory page is completed, the out-of-scope supervisor forwards the form to the Local Joint Classification Plan Committee representatives.
- The Local Joint Classification Plan Committee representatives will review the form for completeness and forward it to the chair of the Evaluation Committee within 30 days of the form being signed by the employee.
- The Evaluation Sub-Committee will acknowledge receipt of the request by letter or by email, with copies to all signatories within 5 working days of receipt.
- Applications will be reviewed at the next scheduled meeting of the Sub-Committee.
- Assessment of the application for re-evaluation will not impact the ratings previously assigned to descriptive statements if there is no change to those statements.
- Within 20 working days of its decision, the Evaluation Sub-Committee will provide in writing to the signatories and respective bargaining chair a detailed rationale relative to each factor.
- Any changes to an employee's classification as a result of this process will be effective of the initial date of application.
- At the recommendation of the Evaluation Sub-Committee, a Review by the Maintenance Committee may be initiated. This will occur when a position appears to have been rated differently than other like positions. The Maintenance Committee will institute a Review Process for these positions, in order to conduct a comparison to ensure consistent application of the Job Evaluation Policy has occurred. Notification of the decision to perform a review will be given to the person occupying the position.

## **3. Evaluation of New Positions**

Management will apply for an evaluation of any new positions that do not exist within the Job Evaluation Plan.

- For new positions, management will complete the Application for Classification of New Positions. The Benchmark Job Descriptions and the Job Evaluation Policy will

be used as guidelines to determine an initial placement for the new position.

- Once completed, the application form and an attached job description are forwarded to the Local Joint Classification Plan Committee and the union bargaining chair.
- The application will be reviewed by the Local Joint Classification Plan Committee for completeness and returned to management for signature.
- Once signatures have been obtained the Local Joint Classification Plan Committee will forward the application to the Evaluation Sub-Committee.
- The Evaluation Sub-Committee will acknowledge receipt of the application by letter or email, with copies to all signatories, within 5 working days.
- The Evaluation Sub-Committee will review the application at the next scheduled meeting.
- The Evaluation Sub-Committee will perform a review of the initial placement of the new position to ensure consistency of application of the Job Evaluation Policy. The Sub-Committee will concur or disagree with the factor ratings as presented by the College.
- If the Sub-Committee does not concur with the initial placement factor ratings, they may request that the College re-assess the position by re-applying the Job Evaluation Policy.
- Any changes to the classification of a position resulting from this process will be effective as of the date of initial application.
- The Evaluation Sub-Committee will initiate a formal evaluation of the new position within 6 to 12 months of receipt of the initial placement documentation. To complete this process, the Job Evaluation and Re-evaluation Form will be used. The results of the formal evaluation will determine the final placement on the classification plan.
- The Evaluation Sub-Committee will inform, in writing, the signatories of its decision within 20 working days. If the assessment results in a different placement than the initial placement a detailed rationale will be provided.

## **Appeal Sub-Committee**

### **Purpose:**

To provide staff with opportunity to appeal job ratings. This process is not designed to deal with issues that should be resolved through other processes (i.e. re-evaluation or grievance, temporary performance of higher duties, etc.)

The Appeal Committee does not adjudicate job content disputes where supervisor/employee do not agree on job duties.

### **Composition:**

- Equal number of union and management representatives to be selected from the Maintenance Committee. Appeal Committee members shall serve a one-year renewable term.

**Quorum:**

- Majority of the members.

**Types of Appeals:****1. Inaccurate or Incomplete Information:**

All signatories to the job evaluation or re-evaluation forms agree that information originally received on the questionnaire was inaccurate or incomplete, an application for appeal may be made by all signatories. (This applies only to information that was relevant to duties at the time of completion of the evaluation. Duties assigned or changed since that time are not eligible for appeal, but may be eligible for re-evaluation).

**2. Disagreement with Evaluation Sub-Committee's decision to move information:**

One of the signatories to the job evaluation or re-evaluation disagree with the rating committee's decision to move information from one response box of the evaluation form to another, an application for appeal may be made by that signatory.

**Process:**

1. The appellant(s) must forward a written application for appeal, within 15 working days of notification of the decision by the Evaluation Sub-Committee, to the local Maintenance Plan committee representatives. The appropriate appeal form (attached) must be completed, signed and include a description of the proposed change and reasons for the change.

The local Maintenance Plan Committee representatives will forward copies of the appeal to all signatories of the original evaluation. The local representatives will discuss the appeal with all signatories within 10 working days. The local representatives will be in possession of the original evaluation, the rating form and any clarification received with regard to the evaluation.

The role of the local representatives is to provide information and clarification only; they have no authority to change a rating. The local representatives will forward the appeal to the Appeal Sub-Committee chairperson within 15 working days (inclusive of 10 review days above) of receipt from appellant(s).

NOTE: If a local representative appeals his/her rating, a member from another college will replace them on the local committee.

2. The Appeal Sub-Committee will acknowledge receipt of the request for appeal, in writing, with copies to all signatories.

3. The appeal hearing will normally take place within 8 weeks of notification of results from the Evaluation Sub-Committee with the Appeal Sub-Committee endeavoring to run consecutive meetings.
4. Quorum for appeal hearings shall consist of three members of the Appeal Sub-Committee.
5. Any signatory, appellant or advocate may attend the appeal hearing. Signatories and/or appellants may present their case in person, teleconferencing and/or in writing. Appellants may bring advocates (to present their case only). The Appeal Sub-Committee may ask questions of the signatories present. The Appeal Sub-Committee will meet privately to prepare a ruling.
6. The Appeal Sub-Committee will provide in writing to the signatories and respective bargaining chair a detailed rationale for its decision relative to each factor within 20 working days of the ruling.
7. The Appeal Sub-Committee will operate by consensus. The Appeal Sub-Committee decision is final and binding.
8. If the Appeal Sub-Committee cannot reach consensus, the appeal will be referred to the Dispute Resolution Sub-Committee whose decision will then be final and binding.
9. The Appeal Sub-Committee will be responsible for submitting all official documentation to the Maintenance Committee Co-chairs.

### **Dispute Resolution Sub-Committee**

#### **Composition:**

- Equal number of union and management representatives to be selected from the Maintenance Committee.
- If possible, in-scope members will be from different job classifications.

#### **Quorum:**

- The majority of members.

#### **Term of Representatives:**

- Dispute Resolution Sub-Committee members shall serve a one-year, renewable term.

**Chairperson:**

- The Sub-Committee will elect a Chairperson.

**Responsibilities:**

The responsibilities of the Dispute Resolution Sub-Committee are to:

- Resolve disputes when the Appeal or Evaluation sub-Committees cannot reach consensus.
- Maintain an accurate, up-to-date, official record of all undertakings of the dispute Resolution Sub-Committee. The chairperson will be responsible for filing and submitting all official documents to the Maintenance Committee. When that Chairperson resigns he/she will forward the documents to the incoming Chairperson.
- To attend meetings as called by the Sub-Committee Chairperson;
- Serve as replacements in the event of a conflict of interest of a member from the Appeal or Evaluation Sub-Committee.

**Process:**

- The sub-Committee will operate by consensus. In the event the Sub-Committee cannot reach consensus, a secret ballot vote will occur. The majority vote will determine the outcome. The Chair will only vote to break the tie.
- All disputes will be adjudicated and settled within ten working days of submission.
- After making its decision, the Sub-Committee will inform the appropriate Sub-Committees (Appeal or Evaluation) in writing within five working days.
- Decisions of the Dispute Resolution Sub-Committee are final and binding.

**APPENDIX L**

**LETTER OF UNDERSTANDING**

**RE: Future Benefit Cost Increases**

Any future increase(s) (after January 31, 2006) in premiums during the lifetime of this Agreement shall be totally funded by the employees. This arrangement shall stay in effect until a new agreement is arrived at during the next round of collective bargaining.

The parties further agree that within 3 months of signing this Agreement (3 members from each side) shall meet to review the Benefit Plans. The Union agrees during this review to provide the Committee with the necessary break down on costs vs benefits so that they may make an appropriate analysis.

Signed on behalf of the  
Northlands College:

Signed on behalf of Saskatchewan  
Government & General Employees'  
Union:

\_\_\_\_\_  
Bill McLaughlin

\_\_\_\_\_  
Linda Cowan

\_\_\_\_\_  
Kieran Hamilton

\_\_\_\_\_  
Terri Conley

\_\_\_\_\_  
Sandy Rediron

\_\_\_\_\_  
Louise Pederson

\_\_\_\_\_  
Beverly Crossman

\_\_\_\_\_  
Don Erhardt

Letter was originally signed March 14, 2006, re-signed June 26, 2007.

## APPENDIX M

***Letter of Understanding Regarding Graduate Employment  
Between  
Northlands College  
And  
Saskatchewan Government and General Employees' Union***

*The College and the Union recognize the need to plan for and revitalize Northlands Colleges' future workforce. The College and the Local Unit Executive therefore agree to:*

- 1) Review demographic and employment data of the existing workforce, and projected retirement information in order to facilitate planning;*
- 2) Discuss and review plans and opportunities for succession planning;*
- 3) In the context of 1) and 2) above explore opportunities for graduate internship and trainee programs providing a work experience and work for recent graduates;*
- 4) Commit to undertake a sustained effort to ensure Northlands Colleges provide a supportive work environment for new entrants to the college labour force through mentoring and other such initiatives as are jointly identified;*
- 5) Examine and work toward sustained graduate and employee recruitment and retention efforts.*

Dated this 26<sup>th</sup> day of June, 2007.

Northlands College  
Represented by:

\_\_\_\_\_  
Bill McLaughlin

\_\_\_\_\_  
Kieran Hamilton

\_\_\_\_\_  
Sandy Rediron

\_\_\_\_\_  
Beverly Crossman

Northlands College Bargaining Unit  
Represented by:

\_\_\_\_\_  
Linda Cowan

\_\_\_\_\_  
Terri Conley

\_\_\_\_\_  
Louise Pederson

\_\_\_\_\_  
Saskatchewan Government and  
General Employees' Union  
Don Erhardt