

**THE NORTHERN
TEACHER
EDUCATION PROGRAM
COUNCIL INC.**

October 1, 2016 –
September 30, 2017

COLLECTIVE AGREEMENT

The logo for the Saskatchewan Teachers' Education Union (SGEU). It consists of a yellow rectangle on top and a red rectangle on the bottom. The letters "SGEU" are written in white, bold, sans-serif font across the middle of the two rectangles.

SGEU

**ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
NORTHERN TEACHER EDUCATION PROGRAM COUNCIL INC.
AND
SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 4174
October 1, 2016 to September 30, 2017**

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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this ____ day of _____, 2017.**

between

**NORTHERN TEACHER EDUCATION PROGRAM COUNCIL INC.
hereinafter referred to as "the Employer"**

PARTY OF THE FIRST PART

and

**SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
hereinafter referred to as "the Union"**

PARTY OF THE SECOND PART

PREAMBLE

The parties recognize that the goal of The Northern Teacher Education Program Council Inc. is to enable northerners to fulfil their educational, professional and employment aspirations while promoting the Aboriginal cultures and languages of Northern Saskatchewan and maintaining academic excellence in the pursuit and dissemination of knowledge, to be achieved principally through teaching. The parties have respect for and confidence in, the collegial decision making processes described in this Agreement. The parties recognize the need for the successful operation of the Program as a public institution of higher learning and pledge to co-operate within the purpose and scope of this Agreement and to encourage a climate of freedom, responsibility and mutual respect.

ARTICLE 1 DEFINITIONS

- 1.1 **Academic Term** means the period between the first and last day of lectures as stated in the Class schedule for the first (fall) term T1, the second (winter) term T2, or the third (spring/summer) term T3.
- 1.2 **Academic Year** means the period commencing on July 1 of a given calendar year and ending on June 30 of the succeeding calendar year, divided into 3 terms: T1, T2, and T3.
- 1.3 **Administrative Employees** are Employees who work office hours as referred to Article 8 as group A.
- 1.4 **Agreement** means the Collective Agreement between the Employer and the Union contained herein.
- 1.5 **Union** means the members of Saskatchewan Government and General Employees Union.

- 1.6 **Bargaining Unit** means the Employees of the Employer as per Certification Order.
- 1.7 **Board** means the Board of Directors of The Northern Teacher Education Program Council Inc.
- 1.8 **Employee** means Employees included within the scope of the certification order of the Saskatchewan Labour Relations Board.
- 1.9 **Employer / NORTEP-NORPAC** means the Northern Teacher Education Program Council Inc. in the same sense used in the certification order of the Saskatchewan Labour Relations Board.
- 1.10 **Faculty Member** means an employee who has a minimum undergraduate degree and who is approved for and is engaged in teaching. In addition to instructing classes, this person also performs, administration and coordination, as well as, supervision, tutoring and evaluation of students.
- 1.11 **Facilities Employee** is an Employee who performs administrative work and cleans, maintains and services the Employer's facilities.
- 1.12 **Full-Time Appointment** is one in which the Faculty Member's assigned duties require full-time employment on a 12-month basis, except that a Faculty Member appointed for less than a full year shall be designated full-time, if the Faculty Member's period of employment is coincident with an academic term and the assigned duties require full-time employment.
- 1.13 **Joint Committee** means equal representation of Employer and Union for the purpose of a joint management/labour relations committee.
- 1.14 **Salary Grid** means the scales of pay as contained in Appendix A and B and the rules governing its operation as contained in Pay Administration Article 12.
- 1.15 **President / CEO** means the President / CEO of the Northern Teacher Education Program Council Inc. or the President / CEO's designate.
- 1.16 **Program** means the Northern Teacher Education Program and/or the Northern Professional Access Program.
- 1.17 **Sessional Lecturer** is a part-time teacher remunerated on a per-class basis.
- 1.18 **Vice President Academic** means the Vice President Academic of The Northern Teacher Education Program Council Inc.

ARTICLE 2 PURPOSE AND SCOPE

- 2.1 It is the purpose of this Agreement to promote harmonious relations between the Employer and Employees and to facilitate the peaceful settlement of all disputes and grievances affecting the terms and conditions of employment. The parties will agree to use the Joint Committee for the management of the Agreement as a vehicle for resolving disputes.
- 2.2 The terms of this Agreement shall apply to all new Employees of the Employer 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 the classification policy contained in this agreement.
- 2.3 The following is a current list of those excluded:
- President / CEO,
Vice-President Administration, and
Vice-President Academic
Sessional Lecturers who teach one or more classes
- Subject to mutual agreement individuals employed on specific projects for which the Employer does have exclusive responsibility for selection.
 - Employees who are in positions that are scheduled for less than the equivalent of twenty-five (25) full days. For the purpose of this Article, a full day is defined by the normal working days by a fulltime Employee in a similar position.
- 2.4 The waiver of any provisions of this Agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further waiver or for the enforcement of any further breach.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 The Union recognizes the right of the Employer to plan, co-ordinate and direct its resources, assign duties and to manage the affairs of the Employer provided that all decisions and actions taken are not inconsistent with the provisions of this Agreement.

ARTICLE 4 UNION RIGHTS

- 4.1 This Agreement applies to all Employees of The Northern Teacher Education Program Council Inc. (NORTEP) covered by the order of the Saskatchewan Labour Relations Board certifying the Union, and by any subsequent orders amending that order issued up to the date of

execution of this Agreement. The Employer recognizes the Union as the exclusive bargaining agent for the Employees covered by the aforementioned certification in respect of terms and conditions of employment.

- 4.1.1 No arrangements shall be made hereafter with any Employee which is inconsistent with the terms of this Agreement.
- 4.1.2 All Employees who now are, or hereafter become, employees of NORTEP/NORPAC shall maintain their membership in the Union as a condition of their employment, and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union as a condition of employment, provided that any Employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.
- 4.2 The Employer agrees to deduct dues as assessed by the Union from the salaries of all Employees covered by this Agreement on a monthly basis. An Employee may, as a matter of conscience, request, in writing, to the Union that the sum assessed and deducted by payroll check, be remitted by the Union on the Employee's behalf to a charitable organization. The Executive of the Union may, in its absolute discretion, grant or refuse such a request.
- 4.2.1 The amounts deducted under the SGEU Constitution shall be remitted on a monthly basis to the Union no later than the tenth (10th) day of each month. The Union shall advise the Employer, in writing, one month in advance of any changes in the amount of regular monthly dues.
- 4.3 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 Employer premises, in order to investigate and assist in the settlement of a grievance(s).
- 4.4 The Employer 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(s). Notices shall be posted on bulletin boards designated for the use of the Union. Union Stewards may utilize the Employer's email system to forward Union materials such as notice of meetings or Union business to Employees of the Employer provided that they are not defamatory to the Employer. The Employer reserves the right to limit the use of the Employer's email system for Union business.

ARTICLE 5 STRIKES AND LOCK-OUTS

- 5.1 The Union shall not declare or authorize a strike, work stoppage or similar industrial action by its members while this Agreement is in force provided there is no lock-out or similar industrial action by the Employer.
- 5.2 The Employer shall not declare or cause a lock-out of Employees while this Agreement is in force, so long as there is no strike, work stoppage or similar industrial action by the Union.
- 5.3 An Employee who refuses to cross a picket line established by another certified bargaining agent in consequence of a strike shall not be in breach of this Agreement, and shall be subject to loss of pay but shall not be subject to any disciplinary action.
- 5.4 The Union agrees, in the event of the Employer's facility being closed, that it will not impede access to the Employer's facilities. Other Employer's employees engaged in the provision of essential services such as fire prevention, security, and operation of the heating plant will have access to the Employer's facilities.
- 5.5 The Employer shall not refuse to re-employ an Employee as a consequence of a strike declared by the Union, or a lock-out imposed by the Employer.

ARTICLE 6 DISCRIMINATION AND HARASSMENT

- 6.1 The parties recognize the value of diversity in the Employer community and are committed to ensuring equal opportunities for all Employees. The parties are also committed to ensuring that there are no barriers or systemic discrimination to the full participation of all Employees including women, Aboriginal peoples, persons with disabilities, visible minorities or homosexuals. The parties are committed to ensuring a positive working environment for all members of the Employer community. The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any matter included in this Agreement by reason of any personal attributes that the law generally forbids as grounds for discrimination, that is, age, sex, race, creed (including political or religious affiliation or belief), colour, nationality, ancestry, place of origin, and membership, inclusion or activity in the Union.
- 6.1.1 In addition to these legal restrictions, the parties further agree that the following personal attributes shall also come within the scope of this Article: marital status, place of residence, language, gender identity, sexual orientation, family relationship (except as provided in this Agreement), personal or social lifestyle, clerical or lay status, and physical characteristics.

- 6.2 Consistent with the principles of employment equity, the parties are committed to eliminating or modifying those employment policies, practices, and systems, whether formal or informal, shown to have an unfavourable effect on the hiring, retention and promotion of members of any group.
- 6.3 The Employer is committed to providing an environment which affirms and promotes First Nations and Métis cultures and values, and the dignity of human beings of diverse backgrounds and needs. The Employer is committed to maintaining a policy that will prohibit harassment and ensures that all members of the community have the right to participate equally in activities at NORTEP without fear of harassment. Nothing in this policy will prevent staff from seeking redress through the grievance or arbitration procedures, or any other recourse allowed by law.

ARTICLE 7 TECHNICAL CLAUSES

7.1 Validity of the Agreement

7.1.1 All rights and benefits conferred upon employees by federal, provincial, or municipal laws are expressly incorporated in this Agreement except that, where the parties agree that this Agreement confers a superior right or benefit, such superior right or benefit shall prevail. If any law existing or hereafter enacted or if any decision of a court, board, or tribunal of competent jurisdiction shall invalidate any portion of this Agreement, then the remainder of the Agreement shall not be invalidated and the existing rights, privileges and obligations thereof shall remain in existence.

7.1.2 The parties agree that the terms and conditions of employment at the Employer's workplace regarding hours of work, overtime, public holidays and annual holidays are more favourable than those stated in The Saskatchewan Employment Act, as amended from time to time.

7.2 Copies of Agreement

7.2.1 The Employer agrees to prepare an electronic version of the Agreement within a reasonable period of time following ratification of the Agreement. The Employer also agrees to provide the Union with printed copies for its own use, and printed copies to Employees on request.

7.2.2 The Employer agrees to provide each new Employee, at the time of the Employee's appointment with a printed copy of this Agreement.

7.3 Correspondence

7.3.1 All correspondence passing between the Employer and the Union arising out of this Agreement or incidental thereto, shall be addressed to

the President / CEO of the Employer and the Chair of the Union except for matters for which the President / CEO or the Chair of the Union has made a written delegation.

7.3.2 Internal mail service shall be considered adequate for ordinary purposes of notification.

7.3.3 Written notice shall be sent to an Employee by mail and email to the last address supplied in writing by the Employee in the event of the following: transfer of an Employee, non-renewal of a probationary appointment, suspension, severance, and dismissal.

7.4 **Rights and Privileges of the Union**

7.4.1 The Employer agrees to provide the Union with reasonable office space, adequate telephone service, and reasonable use of the internal postal service of the Employer. A charge will be levied by the Employer for telephone and external postal services that is not otherwise paid for by the Union.

7.4.2 The Employer shall provide the Union, free of charge, with suitable meeting rooms on the Employer's premises for the conduct of Union business subject only to normal scheduling requirements and the payment of any extra costs that may be incurred in making special arrangements.

7.4.3 The Employer agrees that agents and representatives of the Union shall be permitted to conduct Union business on the premises of the Employer except when the Employer is closed during a strike or lock-out of the Union.

7.4.4 The Employer recognizes the right of Employees to participate in the business of the Union and, accordingly, all Employees shall be entitled to rearrangements in their normal duties, without loss of pay or benefits, for purposes of conducting the business of the Union, provided that satisfactory arrangements can be made with, and are approved by, the Vice President in charge to fulfil the responsibilities of Employees so engaged. Faculty will not request time off during a teaching week.

7.4.5 The Employer agrees that photocopying, printing and other reproduction services, computing facilities and audio-visual equipment of the Employer shall be available to the Union at current rates and subject to the normal scheduling arrangements.

7.4.6 The Employer agrees that the Union shall be entitled to have 1 observer on the Budget Committee of the Employer, as well as, such observers or representatives on other committees as is specified in this Agreement. Observers and representatives named by the Union shall be bound by the rules of confidentiality that apply to other committee members, except that such observers and representatives shall have the right to

provide full information on the committee's procedures and deliberations to the Executive of the Union. The Executive of the Union shall respect the confidential nature of the information provided.

- 7.4.7 Representatives of the Union shall receive agendas, minutes, documentation and all information that is made available to the members of the Budget Committee. Observers shall monitor the procedures followed and shall have the right to provide full information on the committee's procedures and deliberations to the Executive of the Union. All Budget Committee materials will be returned by the end of the meeting.
- 7.4.8 The Employer agrees that members of the Union shall have the right to unpaid release time to attend conferences, seminars, etc., in connection with the affairs of the Union and trade union matters, generally, provided that satisfactory arrangements can be made with, and are approved by, the Vice President in charge to fulfil the responsibilities of Employees so engaged.
- 7.4.9 The Employer agrees that in relation to Union business, the Union, its officials and its staff shall be free from search and seizure in their persons, their offices, their mail and electronic mail, their files and computer files, and their other records and effects; and that they shall be free from all forms of surveillance, electronic or otherwise, except as may be required by and in accordance with the procedures of the law.
- 7.4.10 All information provided for the purposes of this Agreement shall be provided in both printed and agreed upon electronic formats.
- The Employer agrees to provide the Union with the following information:
- a) an annual list of all Employees as of October 30, containing the name, rank, salary, type of appointment, dues deducted, department, and date of appointment of each Employee.
 - b) A monthly list of the names, addresses, position and work location
 - c) A monthly list of the dues deducted for each Employee;
 - d) A monthly list of all new appointments and the date they started; and,
 - e) A monthly list of all terminations of Employees, the date they were terminated, and all changes in the status or salary of the Employees;

7.4.11 The parties agree to make available to each other upon written request and within a reasonable time thereafter, such information as is necessary for the administration of this Agreement provided it is not confidential and is reasonably available. Matters declared confidential must be clearly shown to be of a personal and private nature or necessarily withheld in the public or institutional interest. This Article shall not limit access to confidential information as provided for in other articles of the Agreement. Any disagreement over confidentiality or availability of information shall be resolved by arbitration.

7.4.12 The parties agree to make available to each other, upon written request and within a reasonable time thereafter, such information as is necessary for negotiation of a Collective Agreement. Any dispute over what is necessary for the negotiation of a Collective Agreement shall be resolved by arbitration.

7.5 **Employment of Non-Members**

7.5.1 The Employer shall not allow more than 70% of all credit units taught on campus during T1, T2, and T3 to be taught by non-members of the Union. Only under graduate classes taught will be in the calculation.

7.5.2 The Employer shall provide the Union by November 15 of each year, a report for the preceding three (3) years showing the proportion of undergraduate courses and credit units taught in T1 T2, T3 by members and non-members of the Union.

7.5.3 In the event that the proportion of courses taught by non-members of the Union exceeds the proportion set by the Employer, the Employer shall take steps to reduce the proportion of courses taught by non-members.

7.6 **Conflict of Interest**

7.6.1 The parties recognize that scrupulous avoidance of conflicts of interest on collegial committees is essential to the preservation of the integrity and credibility of the peer review process.

7.6.2 It is not possible to enumerate all of the kinds of situations which could be construed as conflicts of interest. Immediate family relationship precludes participation in decisions. Employees should be aware when they have a personal interest in the outcome of a decision and withdraw from participating in the decision when they realize they have a conflict, or when a committee calls it to their attention.

7.6.3 Employees may not be involved in the supervision and evaluation of employees and students with whom they have a close personal relationship, nor in financial arrangements or payments involving such people.

7.6.4 Faculty and other Employees will exempt themselves from faculty review, or other meetings, for any portion of the meeting dealing with reporting and decision-making of Employees and students with whom they have a close personal relationship.

ARTICLE 8 HOURS OF WORK

8.1 Group A

8.1.1 Employees currently in the Collective Agreement with the following pay titles shall work office hours and shall be Group A Admin Staff:

- a) Administrative Assistant
- b) Executive Administrative Assistant
- c) Accounting Clerk
- d) Library Technician
- e) Systems/Network Administrator
- f) Recruitment / Academic Support Officer
- g) Book Store Clerk
- h) Registration Clerk
- i) Registrar

8.1.2 Office Hours

All Group A Admin staff shall work the following hours: 8:00 a.m. – 5:00 p.m. Monday to Thursday and 8:00 a.m. to 4:00 p.m. on Fridays. Summer hours begin on the first day of classes in the spring semester and end the first day of classes in August. For the Group A, the Admin Staff, summer hours are 8:00 a.m. to 4:00 p.m. Monday to Thursday and 8:00 am to 3:30 pm on Friday. The Group A Admin Staff is expected to be present during these hours to provide service to faculty, students, staff, and the general public. There is a one-hour unpaid lunch break and two 20 minute paid breaks. Noon hour coverage will be provided in the library when required. Arrangements for such coverage will be subject to mutual agreement at the local level.

8.1.3 Administrative guidelines for the Scheduled Days Off (SDO)

- a) The schedule shall be drawn up once yearly.
- b) Employees earn one SDO every three (3) weeks.

- c) Employees work schedule shall have the right to bank five (5) SDO's annually. Additional days may not be banked.
- d) The Employer may allow up to the above five (5) banked SDO's to be taken in conjunction with the Employee's annual vacation. On December 31st any unused s SDOs are lost. No payment will be made in lieu of unused time.
- e) An Employee's SDO may be moved to another day by mutual agreement. Requests by either party that are denied shall result in the regular day off being taken as scheduled.
- f) The Employer also shall have the option to direct the Employee to bank up to an additional five (5) SDOs annually.
- g) Any authorized work performed by an Employee on a scheduled day off shall be compensated at the applicable overtime rate or time in lieu.
- h) Should a scheduled SDO fall on a designated statutory holiday, a mutually agreed to alternate day shall be assigned.
- i) All SDOs will be scheduled adjacent to weekends unless changed by mutual agreement.
- j) 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 SDO's during that period.

8.1.4 Christmas Hours

Christmas holidays begin the day after the T1 student review day. Holidays end the first working day after New Year's Day.

8.2 **Group B**

8.2.1 Employees currently in the Collective Agreement with the following pay titles shall work one hundred and ninety-seven (197) days per fiscal year and shall be known as Group B Staff:

- a) Faculty
- b) Librarian
- c) Coordinators

8.2.2 Employees who work one hundred and ninety-seven (197) assigned days in a year shall receive an annual salary. Any Employee who has prior approval to work in excess of the one hundred and ninety-seven (197) assigned days shall receive, per day, one-one hundred and ninety-seventh (1/197) of his/her annual salary. Employees who work

less than one hundred and ninety- seven (197) assigned days shall have their pay reduced on the basis of one-one hundred and ninety-seventh (1/197) of his/her annual salary per assigned day.

- 8.2.3 An assigned day is a day where a full-time Employee is required to work. Prior to the beginning of an academic period, assigned days for each Employee will be scheduled, insofar as is possible. All schedules must be approved by the President/CEO or designate prior to finalization. A copy is kept in the employee's Human Resource file.
- 8.2.4 All assigned days in a school year, shall constitute full recognition of, and full payment for, any designated holidays, and days of rest, that may otherwise have been provided by this Agreement.
- 8.2.5 Faculty appointed to less than full-time positions shall be paid at a rate of one-one hundred and ninety seventh (1/197) of their annual salary for each full day assigned. However, if it is known at the time of the appointment that the assignment will be a minimum duration of ninety (90) consecutive calendar days, the Faculty shall be paid on a monthly basis until the end of such appointment at which time a reconciliation of the salary paid to that date and actual salary entitlement to that date based on one-one hundred and ninety-seventh (1/197) of the annual salary for each assigned day worked shall be conducted. Any monies owing shall be paid the Employee and any monies overpaid shall be recovered by the Employer. Reconciliation shall be made on June 30th of each year with payment being no later than July 31st of the same year.
- 8.2.6 Regular full-time Faculty who, as a result of approved leaves of absence without pay, do not complete one hundred and ninety-seven (197) assigned days in an academic year shall be subject to a reconciliation of the salary paid during the academic year and actual salary earned. Their salary cheque for the final month of the academic year shall be adjusted to compensate for the final amount owing.
- 8.3 **Group C Facilities Service Employees (Facility Employees):**
- 8.3.1 Facilities Employees are those Employees whose duties require them not to be bound by the hours of work for office employees. Facilities 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.
- 8.3.2 The hours of work for Facilities Employees shall be one hundred and sixty (160) hours in a four (4) week period. Any hours in excess of one hundred and sixty (160) hours in a four (4) week averaging period shall be provided at the overtime rate.

- 8.3.3 Employees shall be entitled, once a year, to designate up to five (5) days of banked time and may be taken at the employee's discretion, or in conjunction with a period of vacation leave.
- 8.3.4 Every possible effort shall be made by the Employer and the Employee to ensure that the Employee's work schedule allows for the banked time to be used prior to December 31. 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 the appropriate rates.
- 8.3.5 When an Employee leaves the service of the Employer the banked time will be paid out at straight time
- 8.3.6 Any days of leave, with or without pay, shall count as eight (8) hours per day for purposes of the average.
- 8.3.7 A Facilities Employee shall be considered to be on a five (5) day week for the calculation of pay and Employee benefits.
- 8.3.8 Call Out Pay
- a) Apartment Employees are expected to carry their NORTEP cell phone from the end of their regularly scheduled shift to the beginning of the next regularly scheduled shift. Usually the on call hours will occur from 5:00pm to 8:00am the next morning.
 - b) For on call hours the Employee will be paid \$1.50 per hour.
 - c) When an Employee is working (regularly scheduled hours or overtime hours) the on call policy does not apply.
 - d) Payment for on call hours can be requested by the Employee by filling out A Request for On Call Hours form, which is signed by the Facilities Manager and the Vice-President Administration.
 - e) Call out shall mean a period where an Employee is not on regular duty but in which the Employee is assigned to be on call and shall be immediately available to return to work outside of the Employee's regular scheduled hours.
 - f) This call out policy applies to apartment/facilities staff only. When an Employee is required by the employer to report for work outside of regular work hours, the following will apply:
 - i) When there is a call out during on call hours, the Employee is required to report for work;

- ii) When call out follows a regularly scheduled shift, the Employee will be paid overtime only for the time worked;
- iii) The Employee will document the actual time worked on a Maintenance Work Order form, which is to be completed and signed by the tenant who requested assistance;
- iv) By the 25th of each month the Employee will submit to the Accounting Office the properly authorized accumulated Maintenance Work Order form to request on call payment.

ARTICLE 9 DESIGNATED HOLIDAY

9.1 Holiday List

9.1.1 Leave of absence with pay shall be allowed for:

- | | |
|-----------------|----------------------------|
| New Year's Day | Family Day |
| Good Friday | Easter Monday |
| Victoria Day | Aboriginal Day |
| Canada Day | The first Monday in August |
| Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Day |
| Boxing Day | |

As well as any other day proclaimed a holiday by the federal or provincial Governments.

9.2 Falling on Days of Rest

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

9.3 Working on a Holiday

In addition to the payment provided in Article 9.1.1 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 which he/she works.

ARTICLE 10 VACATION ENTITLEMENTS

10.1 The vacation year commences January 1 and ends December 31. It is the responsibility of the Employee to ensure that vacation is taken annually.

10.2 Faculty Members work 197 days and do not accrue vacation entitlements.

10.3 **Vacation Entitlements**

10.3.1 Group A and C shall be entitled to three (3) weeks annual vacation with pay after having worked for one (1) full year. If the Employee has worked less than one (1) full year, he/she shall be entitled to one point two five (1.25) days' vacation for every month worked.

10.3.2 Permanent full-time Employees with five (5) years' service with the Employer shall be entitled to four (4) weeks of annual vacation with pay in each subsequent year of employment. Vacation days will be earned at 1 2/3 days per month.

10.3.3 Permanent full-time Employees with ten (10) or more years of service with the Employer shall be entitled to five (5) weeks' vacation with pay. Vacation days will be earned at 2 1/12 days per month.

10.3.4 Scheduled days off (SDO's) shall not be considered a vacation day.

10.3.5 When any holiday(s) designated in Article 9.1.1 occur within an Employee's annual vacation, an additional day(s) vacation will be granted.

10.3.6 When an Employee qualifies for long term disability, bereavement, or any other approved leave during his/her scheduled 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, be either added to the vacation period or reinstated for use at a later date. Substantiation of all claims for deferred vacation must be provided, if requested.

10.3.7 No Employee shall be required to work during their scheduled vacation. 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 or paid out at overtime rates.

10.4 **Vacation Requests**

10.4.1 Employees will provide their yearly schedule vacation request to the President / CEO in the spring of each year. The vacation request will be documented on the vacation schedule.

10.4.2 Insofar as the regular operation of the Employer permits, Employees will be allowed to take their vacations at the time they request. Every effort will be made to accommodate the staff member's request, taking into account fairness to other colleagues within the program, workload of the Employer programs, Employees, and ensuring appropriate customer service coverage is maintained.

10.4.3 Any requests to amend the vacation schedule will be provided in writing and with reasonable advance notice to the President / CEO. The President / CEO will approve subject to operational requirements.

10.5 **Using Vacation Time**

10.5.1 Employees have the right to take vacation in a block of at least three weeks should they so choose. The vacation shall be planned by mutual agreement with the President / CEO.

10.5.2 All vacations must be used prior to December 31 subject to 10.6.

10.5.3 After June 30, carried over vacation days are to be used prior to banked scheduled days off.

10.5.4 Vacation days are to be used in not less than one half-day increments.

10.6 **Vacation Carry-Over**

10.6.1 Vacation must be used annually. However, an Employee may carry over up to five (5) days' vacation entitlement from one year to the next with the written permission of the President / CEO.

10.6.2 Notice of vacation carry-over must be requested in writing to the President / CEO prior to November 30.

ARTICLE 11 LEAVES

11.1 **Political Leave**

11.1.1 The Employer shall, upon written request, grant leave of absence without pay to an Employee to be a candidate in federal, provincial, or municipal elections. An Employee who is a candidate for office shall be entitled to take vacation at the time of an election in lieu of leave without pay.

11.1.2 An Employee elected to public office shall be entitled to leave of absence without pay during the term of office. The Employer agrees to permit the employee to restrict the period of leave to coincide with legislative responsibilities if such partial absence will not seriously affect the Employee's performance of duties during the balance of the Academic Year.

11.2 **General Leave**

11.2.1 An Employee returning from definite leave of absence without pay shall be reinstated in his/her former position or an equivalent position if the one held prior to going on leave if it no longer exists.

- 11.2.2 For a general leave of up to thirty (30) consecutive calendar days, Employees shall be entitled to earn all benefits except designated holidays and sick days.
- 11.3 **Pressing Necessity and Compassionate Leave**
- 11.3.1 Pressing necessity and compassionate leave shall be considered definite leave. Employees shall be allowed leave of absence with pay and without loss of seniority and benefits in cases of leave under this Article. Requests for any days that may be required, if reasonable, shall be deducted from the Employees sick leave credits. In an instance where an Employee does not have enough sick leave credits, advancement of three (3) days of sick leave may be provided to the Employee in accordance with the maximums allowable.
- 11.3.2 Leave granted under this Article shall be granted in keeping with the following:
- a) Pressing Necessity is defined as an absence from work in order for the Employee to deal with an unforeseen, unusual or emergency situation which normally involved the health or safety of the Employee or their immediate family. Employees may access up to five (5) days for Pressing Necessity.
 - b) Compassionate leave is an absence from work due to death in the Employees immediate and extended family consistent with northern culture understanding of extended family. Compassionate leave covers only scheduled work days.
- 11.3.3 Immediate family is defined as the Employee's: spouse; common law partner; son; son-in-law; daughter; daughter-in-law; father; father-in-law; mother; mother-in-law; brother; sister; grandparent or grandchild. Leave granted under this Article shall not exceed five (5) paid days.
- 11.4 **Union Business Leave**
- 11.4.1 Members of the Union attending Union business shall be granted a leave of absence without pay:
- a) The Employee is authorized by the Union, in writing, to request such leave;
 - b) The Employee requests, in writing, leave for Union business as authorized by the Union. Oral notice is acceptable in unusual circumstances;
 - c) The request for union leave is made on such form or forms as agreed by the parties from time to time;

- d) It shall not unreasonably interfere with the operations of the Employer and it shall not be unreasonably withheld; and
- e) Leave that conflicts with Group B's teaching schedule will not be approved.

11.4.2 The Union agrees to provide a minimum of forty-eight (48) hours' notice of requests.

11.4.3 SGEU will reimburse the Employer for the full cost of such salary and benefits for each member on union leave.

11.4.4 Employees while on leave for Union business shall have the right to return to their jobs on reasonable notice to their out-of-scope supervisor, prior to the expiration date of the approved leave, provided that such return will not result in additional expenditures.

11.5 **Court Leave**

Leave shall be granted to any Employee required to be a witness or juror by anybody in Canada with powers of subpoena. As soon as an Employee receives notification of the requirement to serve as a witness or juror, the Employee shall notify the President / CEO. Employees may access up to ten (10) vacation days for Court Leave. Any further leave will be without pay.

11.6 **Leave Without Pay**

Applications for leave without pay shall be made no later than six calendar months before the date on which the intended leave is to begin. The Employer shall inform the Employee of a decision within thirty days of receiving the application.

11.7 **Leave With Pay**

The Employer will not grant an Employee leave with pay to teach, carry on research, or perform other duties away from the Employer, including in another country.

11.8 **Educational Leave**

11.8.1 Employees having two (2) years of continuous employment with the organization may apply for education leave.

11.8.2 Employees may apply for and receive the education allowance no more than once every five years.

11.8.3 Educational leave is intended to assist Employees in completing post-graduate work, or to undertake courses of study for the purpose of enhancing their ability to perform their duties, increasing their

professional flexibility, or allowing them to be considered for alternative positions with the Employer. Educational leave may be granted for a period from three months to one year.

- 11.8.4 An Employee who is granted educational leave for an approved course of study may be granted leave support, at the discretion of the President / CEO, the total of the educational leave grant and additional support shall not exceed half the salary to which the Employee would be entitled in the years in which the Employee is on leave.
- 11.8.5 A recipient of an educational leave grant agrees to return to the Employer and resume duties for a period equal one and half (1 ½) times the period of absence on educational leave; otherwise, the grant must be repaid to the Employer.
- 11.8.6 Applications for educational leave must be submitted to the President / CEO no later than six calendar months before the date on which the intended leave is to begin. The Employee shall be notified of the result of the consideration of the application within three months.
- 11.8.7 To assist in the expense related to a return to university, Employees are eligible to receive up to \$2,500 for books and tuition associated with attending university and on approval from the President / CEO. This amount will not be available if sponsorship from the Department of Aboriginal Affairs and Northern Development Canada or other funding agency is received.
- 11.8.8 During the leave period, the Employer will continue benefit provisions for the Employee on leave (group life, disability; pension, extended health care and dental etc.) if applicable.
- 11.8.9 At the expiration of the leave, the Employee will return to the position which they vacated with the organization. The member can apply to be reviewed for a payroll increase based on existing Faculty member review policy.
- 11.9 **Personal Days**
- 11.9.1 Personal Days are designated to the Employer's Faculty Members. All other full and part-time Employees do not qualify for personal days. Personal days do not apply to Northern Lights School Division seconded faculty, as they have their own benefit package.
- 11.9.2 The Employer's Faculty Members will be granted two (2) personal days per academic year to be used at the discretion of the Employee. Faculty Members are credited with two personal days, beginning August 1 to June 30.

- 11.9.3 Employees will provide advance notice to the President / CEO when choosing to use a personal day. The personal days will be taken on pre-approved days.
- 11.9.4 An Employee will not be permitted to bank personal days. Personal days may not be accumulated to be taken off in a block of time, nor may they to be used in lieu of sick days.
- 11.9.5 In the Academic Year, personal days are to be used by June 30 and are lost if not used in the Academic Year in which they are allocated. These days cannot be carried forward to the next Academic Year and no payment will be made in lieu of unused time.
- 11.9.6 Personal days must be taken in not less than one half (1/2) day increments.
- 11.10 **Maternity, Paternity, Adoption and Guardianship Leave**
- 11.10.1 An Employee who makes application for leave at least one (1) month in advance of the requested commencement date, except where unavoidable circumstances prevent such notice, and provides the immediate Supervisor with a medical certificate or adoption order certifying that the Employee is pregnant or about to adopt and specifying the expected date of confinement or adoption is entitled to and shall be granted maternity, paternal/legal guardianship or adoption leave without pay.
- 11.10.2 This leave will consist of any period 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 that a longer period of maternity, paternal/legal guardianship or adoption leave is required, an extension of up to twelve (12) additional months shall be allowed without pay. Additional periods of leave may be allowed in circumstances of maternity, paternal/legal guardianship or adoption, at the discretion of the Employer.
- 11.10.3 In the event of medical complications arising out of pregnancy, such that the Employee is unable to return to work at the expiry of an approved leave of absence, the Employee will receive payment of normal salary from accumulated sick leave credits.
- 11.10.4 Employees who become legal guardians shall be entitled to all the benefits of this Article. The Employer shall not dismiss or lay-off an Employee solely because the Employee is pregnant or has applied for leave in accordance with this Article.
- 11.10.5 While on the above leave(s), an Employee shall accumulate seniority for the days the Employee would normally have been employed, accumulate service toward increments and accumulate all other benefits.

11.10.6 Subject to the qualifying provisions of the benefit plans, an Employee on leave under this Article may elect to maintain pension and insurance benefits for the period in which they would normally have been employed by paying the Employee's share of the premium. Upon payment of premiums by the Employee, the Employer shall contribute the Employer's share.

11.10.7 When an Employee elects to return to work prior to the expiration of leave granted under this Article, fifteen (15) days' notice in writing, shall be provided to the Employer. The Employee, on such leave, will be allowed to return early from leave, providing the Employer would not be obliged to pay two (2) individuals for the same position. Upon return, the Employee shall be placed in the Employee's former position or equivalent.

11.10.8 Prior to commencement of a maternity leave as specified in the Agreement, an Employee shall choose either Option A or Option B below:

a) Option A:

An Employee on maternity leave and in receipt of Unemployment Insurance benefits or serving the two (2) week waiting period and who is unable to work for health-related reasons due to pregnancy, delivery, and post-delivery, as determined by medical documentation provided by her doctor, shall be entitled to a Maternity Leave allowance in accordance with the following provisions:

- i) for the first two (2) weeks an Employee shall receive her weekly rate of pay;
- ii) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Unemployment Insurance benefits the Employee is eligible to receive and her weekly rate of pay;
- iii) All other time as may be provided under this Article shall be on a leave without pay basis; and
- iv) The Employer will pay its usual share of benefit premiums on behalf of the Employee during her health-related absence, in the same way the Employer pays benefit premiums for an Employee in receipt of sick leave credits.

b) Option B:

An Employee on maternity leave may access her sick leave credits for the health-related portion of the maternity leave as determined by medical documentation provided by her doctor. The Employer will pay its usual share of benefit premiums on behalf of the Employee during her health-related absence, in the

same way the Employer pays benefit premiums for an Employee in receipt of sick leave credits.

11.11 **Sick Leave**

- 11.11.1 Sick leave, for purposes of this Article, means that the 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 the Agreement. Sick leave can be used by an Employee to make arrangements for the care of an ill dependent. Such time for arranging care shall not normally exceed one (1) day. An Employee who is unable to schedule an appointment in such a way as to minimize the period of absence shall be granted leave with pay to attend the appointment and such leave shall be deducted from the Employee's sick leave entitlement. Periods of absence do not include the time required to travel to and from the location.
- 11.11.2 Employees shall earn sick leave credits at the rate of one and one quarter (1 ¼) days per month of employment to a maximum of fifteen (15) days sick leave per year.
- 11.11.3 When sick leave is taken, the front desk must be personally notified prior to 8:00 am on the day in question, or in the case of a partial day, prior to 1:00 pm on the day in question. Failing such notification, the Employee shall be considered absent without leave.
- 11.11.4 A deduction shall be made for accumulated sick leave of all normal working days (exclusive of SDO's, Workers' Compensation and designated holidays) an Employee is absent for sick leave. An Employee shall inform the supervisor and the front desk 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.
- 11.11.5 The unused portion of an Employee's personal sick leave shall accumulate from year to year to a maximum of two hundred and fifty (250) calendar days for administration staff and two hundred (200) calendar days for Faculty Members.
- 11.11.6 The Employer may require an Employee to produce a medical certificate for any illness. When the Employer requires an Employee to produce a medical certificate, the Employer shall pay for it.
- 11.11.7 Any Employee who becomes sick and does not have sufficient sick days accumulated shall be advanced up to five (5) days Sick Leave. These days may be deducted from SDOs or vacation time.

- 11.11.8 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.
- 11.11.9 Employees shall make reasonable effort to schedule medical and dental appointments on days off.
- 11.11.10 All benefits will continue uninterrupted during the course of paid sick leave.
- 11.11.11 Upon the Employee's employment ending (by resignation, termination or otherwise), the Employee shall not be entitled to monetary compensation for accumulated sick leave not taken.

11.12 Unpaid Sick Leave

All benefits will continue un-interrupted during the course of unpaid sick leave to a maximum of two hundred and fifty (250) work days for administration staff and two hundred (200) work days for Faculty members. After that time, the Employee either utilizes the long term disability benefit or Worker's Compensation Benefit. If the Employee does not receive long term disability or Workers' Compensation, then the Employee is terminated from benefits.

ARTICLE 12 PAY ADMINISTRATION

12.1 Pay Periods

- 12.1.1 Employees shall be paid on the Friday closest to 15th day of the month and the Friday before the 31st day of the month. Every Employee shall receive a statement showing the gross amount, itemized deductions, and the net amount payable.
- 12.1.2 Group B who have a one hundred and ninety-seven (197) day assignment shall receive an annual salary. An annual salary is twelve (12) times the grid step allocated as per Appendix C. These Instructors and Instructor Aides will receive their salary in twelve (12) equal payments.

ARTICLE 13 HIRING RATES

- 13.1 In-hiring rates of pay shall normally be at the minimum of the salary ranges; however, the Employer may approve a higher rate where the selected applicant possesses education and/or experience which exceed the minimum requirements for the position. The Employer will notify the Chair of the Bargaining Unit of the rate at which it has given such approval and provide an outline of the education and experience of the person appointed within two (2) weeks of an appointment. Any Employee in the same position who is being paid at a lower rate 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) working days of such publication, request that the Employer review her/his education and experience and salary. If, as a result of the review, a salary adjustment is considered to be warranted, the Employer shall so authorize.

13.2 Temporary Assignment of Higher Position Duties

13.2.1 Substitution occurs only by assignment by an out-of-scope supervisor and neither Employees nor supervisors should assume it takes place without assignment. Where an Employee is given a formal assignment to perform duties of a higher paid position, the rate of pay shall be adjusted in accordance with pay rates for this assignment. An Employee may refuse an assignment to a higher position, after consultation with management.

13.2.2 Remuneration shall be payable under this subsection for all time worked.

13.2.3 Substitution shall not exceed one hundred and thirty (130) working days. Extensions may be granted by agreement between the Employer and the Union.

13.2.4 Periods of temporary assignment of higher duties 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.

ARTICLE 14 PROBATIONARY PERIOD

14.1 The initial employment for all Employees shall be on a probationary basis for the following periods of full-time equivalency.

a) Group A and C – six (6) months;

b) Group B – ten (10) months.

14.1.2 During the probationary period, the Employer will assess the Employee's qualifications, skills, abilities and general suitability.

14.1.3 Employees shall serve the probationary period for their position(s) 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.

14.1.4 At any time during the initial probationary period, the Employer may terminate an Employee. The Employer shall provide reasons in writing in

all cases of termination of a probationary Employee. Such termination is subject to the grievance procedure.

14.1.5 During the initial probationary period:

- a) The Employer will convey expectations for the position to the Employee.
- b) The process of monitoring new Employees is ongoing. A performance evaluation will normally be conducted not later than two-thirds of the way through the probationary period.
- c) Once an evaluation has been completed by the supervisor, a written summary will be provided to the Employee for review.
- d) The evaluation will identify any areas requiring improvement. The evaluation will be signed by the Employee noting points of disagreement, if any.

14.1.6 The Employer may request from the Union, an extension to the probationary period 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 three (3) months.

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

14.2 **On Changing Positions**

14.2.1 A permanent Employee who moves into a new or different position shall serve the normal probationary period for the new position unless:

- a) The duties of the new position are substantially the same as the original position.
- b) The Employee once held permanent status in the position.
- c) The move was involuntary.

14.2.2 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 pay level.

14.2.3 An Employee on initial probation who moves into a different position shall serve the usual probationary period in the new position.

- 14.2.4 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.
- 14.2.5 If a promoted Employee is reverted to his/her former position, as a result of failing probation, then the Employee filling that position shall likewise revert to his/her former position.
- 14.3 **On Transfer**
- 14.3.1 An Employee transferred during the initial probation where the duties and responsibilities are the same shall complete the probation period for the new position minus service in the original position.
- 14.3.2 An Employee transferred during the initial probation where the duties and responsibilities are significantly different from the Employee's previous position may be required to complete the full initial probationary period in the new position.
- 14.3.3 A permanent Employee who is transferred changes positions within the same classification shall serve a full probationary period in the new position only if the new position is substantially different from the former position. If the employee fails the probation s/he shall revert to the position held prior to the transfer or by mutual agreement the employee may revert to a similar position. A permanent Employee involuntarily transferred shall not be required to serve this a probationary period.
- 14.3.4 If a transferred Employee is reverted to his/her former position as a result of failing probation then the Employee filling that position shall likewise revert to his/her former position.

ARTICLE 15 ANNUAL INCREMENTS

- 15.1 All Employees shall be entitled annually to an increment within the pay range for his/her class. The increment date shall be the nearest first of the month of the initial appointment date.
- 15.2 An increment may be withheld by the Employer 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/her increment, and the onus of proof shall rest on the Employer.
- 15.3 When an Employee returns to work after a leave of absence without pay, or lay-off, or educational leave, the Employee will be credited with all service before the leave of absence or lay-off. Having achieved the required accumulation, the date upon which the increment is earned will be the new increment date.

15.4 Days paid for sick leave, pressing necessity, bereavement leave, holidays, vacation, leave with pay and Union business leave shall be regarded as service. All service accumulated while in temporary positions shall be credited toward an increment if appointed to a permanent position.

ARTICLE 16 TRAVEL AND SUSTENANCE

16.1 Employees will not be required to use their private vehicle for Employer business. If prior approval is granted, Employees may use their private vehicles for Employer business if approved in writing and will be reimbursed at the Public Service Commission rates for mileage.

16.2 If a fleet vehicle is available, it will be used in place of a private vehicle. When using a fleet vehicle no mileage will be paid, but gas receipts will be reimbursed.

16.3 Hotel Accommodation

Actual and reasonable charges supported by a receipt, or the amount in effect between the Public Service Commission and the Saskatchewan Government and General Employees' Union for accommodation in private residence (no receipt necessary) will be paid.

16.4 Meals

The rates, as adjusted from time to time, in effect between the Public Service Commission and the Saskatchewan Government and General Employees' Union will apply.

16.5 Incidental Expenses

Actual and reasonable charges for such items as taxis, parking and storage of vehicles, and telephones will be paid. Receipts shall be required for all the above expenses.

16.6 Meal and mileage rates shall be adjusted effective as of the date of adjustment by the Public Service Commission.

ARTICLE 17 OVERTIME

17.1 All overtime shall be on a voluntary basis.

17.2 All overtime performance must be pre-authorized by the Employee's immediate supervisor

17.3 Only Group A & C Employees qualify for overtime.

a) Group A & C Employees will receive time and one-half (1 1/2) for all hours worked in excess of normal hours on any one (1)

regular work day. All work performed by office Employees on days of rest shall be considered as overtime.

- b) Group A & C Employees required to work overtime beyond 9 p.m., shall, on request, have transportation provided to their place of residence.
- c) Group A who receive a call-back to work from the Employer after leaving the place of work shall be paid for a minimum of two (2) hours at time and a half.
- d) Group C who receive a call-out after working their eight (8) hours shall be paid for a minimum of one (1) hour at the applicable rate.
- e) An Employee may take time off at the appropriate overtime rate in lieu of payment for overtime worked. Overtime, if it is to be paid out, shall be paid out with the Employees' regular pay.
- f) Time off in lieu shall be taken at a time mutually agreeable to the Employee and the out-of-scope supervisor. If time off in lieu cannot be taken within ninety (90) days of being earned, and there has not been an agreement as to when the time can be taken off after the ninety (90) days of earning the time in lieu, then the Employee will be paid at the rate the time was earned. An Employee cannot accumulate more than the equivalent of one (1) of the Employee's weeks of work as time in lieu.

ARTICLE 18 MEDICAL ALLOWANCE

18.1 Employees shall be entitled to be reimbursed at NORTEP rates for travel expenses incurred in (1) one round trip in each calendar year for medical purposes, up to a maximum of three hundred dollars (\$300.00). To receive the allowance the Employee must present written evidence, such as medical documentation.

ARTICLE 19 NORTHERN ALLOWANCE

19.1 Regardless of the Employee's regular rate of pay, the Employee shall be paid an annual Northern Living Allowance of:

| Date | Amount |
|------|---------|
| 2015 | \$1,190 |

19.2 Payment will be divided into two (2) equal payments to be received by June 30th and December 31st.

19.3 All further increments will be based on the Northern Area Teachers Association Agreement.

ARTICLE 20 BENEFITS

20.1 Employee participation in the benefits under this Article shall be mandatory provided:

- a) Employee is a member of the union; and
- b) The Employee works an average of fifteen (15) hours or more each week.

20.2 Joint Benefits Committee

The parties agree that there shall be a Joint Benefits Committee to oversee the benefits, including but not limited to those set out in Article 20 of this Agreement, with the exception of pensions. The Committee shall have as its composition four (4) persons, consisting of two (2) persons representing the Employer, and two (2) persons representing the Union. The quorum shall be two (2) members from each party. The Committee shall monitor existing benefit plans; consider new benefit plans; recommend to the Collective Negotiating Committee changes in benefit plans; and seek to resolve complaints from members regarding benefit plans. The Committee shall report to the Union and the Employer.

20.3 Group Life benefits and Accidental Death and Dismemberment benefits are set at 200% of annual salary rounded to the next higher \$1,000 to a maximum benefit of \$300,000. The Employer pays the premium on the first \$50,000 of life insurance coverage and the accidental death and dismemberment coverage. The remainder of the life insurance premium is the responsibility of the Employee.

20.4 Dental Plan

The Employer shall pay 100%of the premiums for the agreed upon First Nations Insurance Plan based on rates in effect .This Agreement shall stay in effect until a new agreement is arrived at during the next collective bargaining.

20.5 Extended Health and Vision

The Employer shall pay 100% of the premium cost for the agreed upon First Nations Insurance Extended Health and Vision Plan based on the rates in effect as of signing of this Agreement. This Agreement shall stay in effect until a new agreement is arrived at during the next collective bargaining.

20.6 **Lay-off Coverage**

If an Employee has worked for one hundred and thirty (130) days or longer in a fiscal year or between periods of lay off, the benefit coverage identified in Article 20 above will continue for four (4) months. If the Employee has worked for less than one hundred and thirty (130) days in a fiscal year or between periods of lay off, there shall be no coverage. Employees who work less than one hundred and thirty (130) days between periods of lay off will have the option to pay full premiums and maintain benefit coverage during periods of layoff for up to four (4) months.

20.7 **Pension**

The Employer and Employees shall make equal contributions to a mutually agreed upon pension plan according to the provisions of the plan.

20.8 **Workers' Compensation**

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

20.9 **Long Term Disability**

Employees shall pay 100% of the cost of premiums of Long Term Disability Plan as per plan text.

ARTICLE 21 INCREASE AND REDUCTION IN HOURS OF WORK

21.1 If the hours of work of a position are to be either decreased or increased, on an ongoing basis, the incumbent shall be given at least thirty (30) calendar days advance notification of the change.

21.2 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 exercise the options contained in Article 23. (Lay-off job abolition); and
- b) If the hours of work of a less than full-time position are increased, on an ongoing basis, the incumbent may choose to be appointed to the increased position.

ARTICLE 22 TECHNOLOGICAL CHANGE

22.1 For the purposes of this Agreement, “Technological Change” is as defined in The Saskatchewan Employment Standards Act, as amended from time to time (the “Act”). The Employer and the Union agree that Section 6-54 of the Act shall apply during the terms of this Agreement.

22.2 Consultations: Where the Employer has notified the Union of its intention of introducing a Technological Change, the parties undertake to meet within the next thirty (30) days. Consultations will begin in an effort to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the Employer to protect the Employees from any adverse effects.

22.3 If the Employer contemplates major changes in its undertakings, either in the scope and content of its undertakings , or in the manner in which its undertakings is delivered, the Employer will consult with the appropriate staff before making decisions related thereto.

ARTICLE 23 LAY-OFF

23.1 Notice of Lay-Off and/or Job Abolition

23.1.1 Those persons who have had their jobs abolished shall receive a written notice as shown below for permanent Employee who is laid off, excepting that such notice shall be deemed to be given if a definite term is stated at the commencement of the period of employment:

- a) Four (4) weeks written notice if his/her period of employment is less than five (5) years.
- b) Six (6) weeks written notice if his/her period of employment is five (5) years or more, but less than ten (10) years.
- c) Eight (8) weeks written notice if his/her period of employment is ten (10) years or more.
- d) Non-permanent and temporary Employees shall be given fifteen (15) calendar days written notice of lay-off, except that such notice shall be deemed to be given if a definite term is stated at the commencement of the period of employment.

23.1.2 For end-dated assignments, the notice period shall be the time remaining in the assignment, or the relevant notice period stated in Article 23.1.1, whichever is lesser. For end-dated assignments there is no right to continued employment at the end of the term.

23.1.3 Notwithstanding Article 23.1.2, permanent Employees occupying a permanent position shall return to that position at the end of a temporary position or a term position to which they were appointed. Permanent

Employees without a permanent position upon reversion may exercise their options in accordance with Article 23.

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

23.1.5 The notice period shall be deemed to have ended if an Employee is placed in a new assignment, either through a bumping or an appointment.

23.2 **Method of Lay-Off**

Office and Facilities

23.2.1 In the event of lay-off, Employees shall be laid off by position in the reverse order of their bargaining unit-wide seniority.

23.2.2 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 program area affected, and on the basis of qualifications and skills.

23.3 **Permanent Employees who have had their jobs abolished or are laid off may choose either of:**

23.3.1 Office and Facilities:

The Employee may choose to use their bargaining unit seniority to bump a junior office employee or facilities employee in a position for which the Employee has the necessary qualifications, knowledge, education, and skills relevant to the job in the same, similar or lower classification. 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.

23.3.2 Faculty and Tutors

The Employee may use their bargaining unit-wide seniority, to bump a junior Faculty or Tutor if appropriate, providing that they possess the qualifications and skills necessary to perform his/her duties. 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 had their job abolished or were laid off and a permanent Employee who has been bumped by the above process shall be allowed to exercise the options contained in Article 23.

- a) To go to a re-employment list established for each position for which they are qualified.

b) An Employee in an on-going position with regular layoff periods will not be able to access options under Article 23 during the lay-off period when the position has a defined restart date.

23.4 Recall rights of laid off Employees, or Employees, who have had their jobs abolished, will be limited to a period of two (2) years from the date of the layoff or abolishment.

23.5 Employees on the re-employment list shall be responsible for keeping the Employer notified of their current address.

ARTICLE 24 SEVERANCE PAY

24.1 A permanent Employee who is laid off shall be entitled to severance pay on the basis of one (1) weeks' pay for each year of service or portion thereof as defined by seniority. Pay will be calculated on the basis of the Employee's rate of pay at the time of lay-off. Payment will be provided on resignation of the Employee or at the end of twenty four (24) months on the re-employment list.

24.2 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/her usual start up time, that Employee shall be entitled to severance pay on resignation in writing from the Employee.

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

24.4 For the purpose of Article 24 similar employment means employment similar in location and classification with at least the same previous minimum duration.

24.5 Following job abolition, subject to Article 24 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.

24.6 Group A and C

Employees whose terms of employment coincide with the program year shall be notified by the Employer, 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.

24.7 Group B

Employees shall be notified by the Employer 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.

ARTICLE 25 DISCIPLINE, SUSPENSION AND DISMISSAL

25.1 The Employer has the right to discipline Employees who, through their actions or omissions, violate the Employer's 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 offense committed.

25.2 **Progressive Discipline**

25.2.1 In order for discipline to be corrective it shall be progressive with stronger penalties for repeated offenses. The progression shall be: a written reprimand recorded in personnel file, suspension(s) without pay, and dismissal for cause.

25.2.2 Written reprimands shall be in the form of a letter to the Employee with a copy to the Union.

25.2.3 In the case of suspensions, the Employee and the Union must be given notice of the suspension and the reasons for it in writing. Except in unusual circumstances the written notice shall be provided to the Employee prior to the suspension.

25.2.4 Under an exceptional circumstance, the Employer may abandon the progressive approach to discipline and impose an advanced penalty for a first offense. Exceptional circumstances shall include, but not be limited to, gross insubordination, fighting, sexual harassment, or major theft.

25.3 **Burden of Proof**

25.3.1 In cases of reprimands, suspensions, and dismissals, the burden of proof of just cause shall rest with the Employer. When the Employer is taking disciplinary action under Article 25.2.4 this must be indicated in the reprimand, suspension or dismissal notification, and the reasons for not following progressive discipline stated.

25.3.2 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 eighteen (18) months of satisfactory service and shall be removed from the Employee's file.

25.3.3 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 a subsequent progressive discipline step was performed.

25.3.4 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 Employer.

25.3.5 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.

25.3.6 An Employee shall be allowed to peruse his/her own personnel file upon request to the President / CEO or designate. Any response in respect to its contents shall become part of the file. Senior management must be in attendance upon the review of the employees file.

25.4 **Resignation and Job Abandonment**

25.4.1 Employees shall give thirty (30) calendar days' notice of resignation. An Employee who fails to give such notice shall be struck from the payroll effective the date he/she absents himself/herself without leave.

25.4.2 Any unexplained absence of three (3) working days or more shall be considered job abandonment unless justification can be demonstrated.

ARTICLE 26 GRIEVANCES

26.1 **Leave for Grievances**

26.1.1 The Employer shall allow leave without loss of pay for up to one (1) elected Union representative and one (1) griever for grievance meetings under Article 26. One (1) griever shall be allowed leave with pay to attend Arbitration Hearings.

26.1.2 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 procedure in 26.2 and 26.3.

26.1.3 The Union undertakes to encourage its members to discuss informally with their out of scope supervisor differences of opinion prior to the filing of grievances.

26.2 **Time Limits**

26.2.1 A grievance submitted by the Union or Employer 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 President / CEO or Union. A grievance to be accepted must be initiated within thirty (30) calendar days from the date on which the Employee or Employer, as the case may be, first became aware of the alleged infraction.

26.2.2 Notwithstanding, the thirty (30) calendar day time limit shall not apply to those items included in the Agreement where the Employer has allegedly failed to apply a specific benefit, i.e. vacation leave, sick leave, etc. In these latter instances the time limit shall be one (1) year after the date on which the alleged infraction occurred.

26.2.3 The effective date of any necessary retroactive pay shall be ninety (90) days prior to the date the infraction was known or ought to have been known.

26.3 **Procedure for a Union Grievance**

Step 1: The grievance shall be submitted in writing by the aggrieved and/or by the Union 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 President / CEO and to the Union.

Step 2: If a satisfactory settlement cannot be effected at Step 1, the Union must submit, within fourteen (14) calendar days of receipt of reply at Step 1, the grievance to the President / CEO, 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 Union may, within seven (7) calendar days of receipt of the decision at Step 2 apply for Arbitration.

26.3.1 The Union and its representatives shall have the right to originate a grievance on behalf of an Employee or group of Employees and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2. The Union shall have the right to originate a policy grievance at Step 2 of the grievance procedure. A policy grievance is defined as one which alleges incorrect interpretation or administration of the collective agreement.

26.3.2 The Employer will allow leave for up to two (2) Employees without loss of pay and benefits and agrees to pay necessary expenses for those persons required to travel away from work locations to be involved in meetings convened by the Employer to discuss such grievances. 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 25 and 26.

ARTICLE 27 ARBITRATION

27.1 Appointment of Arbitrator

27.1.1 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.

27.1.2 Within ten (10) working days of receiving the notice, the parties shall attempt to agree on an arbitrator.

27.1.3 Should the parties fail to agree on the appointment of an arbitrator, the arbitrator shall be the first name on the Panel of Arbitrators, as stipulated in the below list of this Article, unless unavailable within a reasonable time, and in such case the arbitrator will be the next reasonably available arbitrator on the list. The Panel of Arbitrators is rotational. The parties will move down the list successively.

- Bill Hood
- Anne Wallace
- Laura Sommerville

27.2 Procedure of the Arbitrator

27.2.1 The arbitrator shall fix a time and place of sittings and notify the parties.

27.2.2 The arbitrator shall determine his/her own procedure, but shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure.

27.2.3 In the event that an Employee is called as a witness before an arbitrator convened under Article 27, the Employer shall grant leave and expenses which shall be applicable as follows:

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

27.2.4 The arbitrator shall render a decision within fifteen (15) days of the end of the hearings.

27.3 Decision of an Arbitrator

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

27.3.2 The arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. Subject to the foregoing, the arbitrator shall have the power to dispose of the grievance by any arrangement which he/she deems just and equitable.

27.3.3 Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to reconvene the arbitration to clarify the decision.

27.4 **Expenses of an Arbitration**

Each party shall equally share the fees and expenses of the arbitrator and any other common expenses. Each of the parties shall be responsible for all costs and expenses of its own counsel and witnesses unless stated otherwise in this Agreement. The fees and expenses of the Arbitrator and any other common expenses, shall be shared equally by both parties.

ARTICLE 28 COPYRIGHT

28.1 **Copyright Ownership**

The Employer recognizes that the Employee is the sole copyright holder of the following:

- a) lectures delivered by the Employee;
- b) printed works (books, articles and similar material) written by the Employee, except for printed works that are part of the Employee's assigned duties;
- c) artistic works (paintings, sculptures, musical compositions and the like) created by the Employee on his/her own time;
- d) computer programs developed by the Employee, except for work that is part of the Employee's assigned administrative duties;
- e) recorded works (films, videotapes, audio recordings, etc.) created by the Employee, except for work that is part of an Employee's assigned duties.

28.2 **Royalties**

An Employee is entitled to receive any and all royalties on copyrighted works of which the Employee is the exclusive owner. Royalties on copyrighted works that are produced as part of an Employee's assigned duties shall be shared half and half between the Employee and the Employer, or by such other arrangements as the Union may approve on behalf of the Employee.

28.3 Any work produced by an Employee and copyrighted by the Employer shall be withdrawn from educational or public use at the request of the Employee if the Employee can demonstrate that the content is in error or outdated, that the quality is unjustifiably poor, or that the work reflects badly on the employee's reputation. No copyrighted work produced by an Employee shall be used by the Employer in a manner not approved by the Employee.

ARTICLE 29 ACADEMIC FREEDOM

29.1 The common good of society depends upon freedom in the search for knowledge and in its exposition. Academic freedom in teaching, scholarship and research at the Employer is essential to society.

29.2 Accordingly, all employees, whether or not, and regardless of prescribed doctrine, are entitled to exercise their rights as citizens and to freedom in carrying out research and in publishing its results, freedom of discussion, freedom to teach the subject assigned in classes, and the freedom to criticize the Employer and the Union without suffering censorship or discipline. Academic freedom does not require neutrality on the part of the individual, but makes commitment possible. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation, and to base teaching and research on an honest search for knowledge.

29.3 Employees shall not improperly represent themselves, as speaking for the Employer.

ARTICLE 30 JOB CLASSIFICATION

30.1 Maintaining a Classification Plan

The Employer shall maintain a position classification plan in which positions of similar kind, difficulty and responsibility are included in the same class.

30.2 Classification Shall Be submitted to the Union

The Employer agrees to submit to the Union, job description for all new positions and classifications. When a new job description is created the parties will negotiate its inclusion or exclusion within the scope of the agreement and, if included, the hours of work, salary range and classification.

30.3 Manual of Class Specifications

A manual of Class Specifications, currently maintained, shall be kept in the Employer's office and the Union Office and shall be available for inspection.

30.4

Changes in Classification

When a permanent employee, the Union or the Employer feel that a position is incorrectly classified, a request for review of classification may be made as follows.

- a) The Employee, Union or Employer shall make a request for review of classification by writing to the President/CEO. The Employee's job description, along with a completed reclassification application will be attached. A copy of the request shall be sent to the Union concurrently by the Employer.
- b) Within ten (10) days of receiving the request for review, the President/CEO will provide written acknowledgement of receipt of the request to the Employee and the Union.
- c) Within fifteen (15) days of receiving the request for review, the President/CEO will notify the Employee and the Union of the President/CEO's decision. Such notification shall include a rationale for the decision. If the President/CEO does not notify the Employee and the Union within fifteen (15) days, the Employee will be awarded the reclassification.
- d) The Employee/Union may refer to the Grievance procedure as outlined in the CBA once all prior steps outlined above have occurred.

30.5

Reclassified Positions

If the position is reclassified, the following procedure will apply:

- a) The incumbent shall be appointed to the position subject to notification and challenge.
- b) The reclassification and the name of the incumbent will be circulated for information purposes.
- c) The notification is subject to challenge from more senior employees within the work unit who could have been assigned the duties which led to the reclassification.
- d) The President/CEO shall decide the validity of challenges, subject to grievance.
- e) If a challenge is successful, the challenger shall be appointed and the incumbent prior to the challenge shall be laid off and shall exercise the options in Article 23.

- f) The reclassification and any resulting change in pay shall be effective the nearest first of the month to the employee's request for review.

30.6 Downward Classification

No Employee shall have his wages reduced as a result of downward classification, unless such downward classification is a result of the demotion. Such an Employee's name shall be placed on a re-employment list for a class of positions similar to and with the same salary range as his position before it was downgraded. A period of probation will not be required if the downward classification is required of a permanent Employee. Increment dates and seniority shall remain as prior to the downward classification.

ARTICLE 31 SCHEDULE OF SALARIES

- 31.1 See Schedule A salary grids Group A & C Admin and Facilities. See Schedule B salary ranges Faculty.

ARTICLE 32 NEGOTIATION PROCEDURES

32.1 Term of Agreement

- 32.1.1 Before the expiry of the Collective Agreement, either party may give notice in writing to the other party within the period set out in Article 32.1.2 to negotiate amendments to the Collective Agreement.

- 32.1.2 Written notice pursuant to Article 32.1.1 must be given not less than sixty (60) days and not more than one hundred and twenty (120) days before the expiry date of the Collective Agreement.

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

32.2 **The Collective Negotiating Committee**

32.2.1 Each party acknowledges the right of the other party to appoint or otherwise select its representatives to engage in collective bargaining. The representatives of the two parties shall together constitute the Negotiating Committee.

32.2.2 Each party shall keep the other party informed, in writing, of the names of its representatives to the Negotiating Committee.

32.2.3 If mutually agreed, the parties may commence collective bargaining sessions more than sixty (60) days prior to the termination of the Agreement.

32.2.4 Collective bargaining shall take place at a time and place fixed by mutual consent.

**APPENDIX A
WAGE GRIDS**

| PAY GRID OPTION SEPTEMBER 1, 2016 (1.5% Increase) MONTHLY | | | | | | | | | |
|--|------------------------|-----------------------|---------------|---------------|---------------|------------------------|---------------|---------------|-----------------------|
| Position | Job/Salary Band | Step 1 Minimum | Step 2 | Step 3 | Step 4 | Step 5 Midpoint | Step 6 | Step 7 | Step 8 Maximum |
| Administrative Services, Level I | 1 | 2,610 | 2,728 | 2,847 | 2,965 | 3,093 | 3,276 | 3,458 | 3,641 |
| Administrative Services, Level II | 2 | 2,956 | 3,084 | 3,211 | 3,339 | 3,476 | 3,653 | 3,829 | 4,005 |
| Administrative Services, Level III | 3 | 3,450 | 3,568 | 3,732 | 3,919 | 4,102 | 4,292 | 4,486 | 4,684 |
| Administrative Services, Level IV | 4 | 3,805 | 3,996 | 4,188 | 4,380 | 4,562 | 4,760 | 4,957 | 5,155 |
| Administrative Services, Level V | 5 | 4,000 | 4,200 | 4,410 | 4,631 | 4,862 | 5,106 | 5,361 | 5,629 |
| Administrative Services, Level VI | 6 | 5,368 | 5,621 | 5,886 | 6,163 | 6,454 | 6,758 | 7,077 | 7,410 |
| Faculty & Academic Support, Level I | 7 | 3,960 | 4,206 | 4,453 | 4,699 | 4,945 | 5,274 | 5,602 | 5,931 |
| Faculty & Academic Support, Level II | 8 | 5,207 | 5,529 | 5,851 | 6,173 | 6,505 | 6,966 | 7,428 | 7,894 |
| Faculty & Academic Support, Level II (67%) | 9 | 3,472 | 3,686 | 3,901 | 4,115 | 4,337 | 4,644 | 4,952 | 5,263 |
| Faculty & Academic Support, Level III | 10 | 5,584 | 5,938 | 6,291 | 6,645 | 6,980 | 7,445 | 7,911 | 8,376 |

**APPENDIX B
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 and experience that the Employee has completed successfully (Saskatchewan standards).

Level 1 Faculty

- Five (5) years of teaching experience plus A Bachelor's Degree in the area of specialty, plus a valid teaching Certificate; or
- Five years university teaching experience plus previous expertise in teaching in the area of specialty (e.g. Languages, arts, Drama); or
- A Bachelor's Degree in Education plus a second bachelor's degree

Level 2 Faculty

- Five (5) years of prior experience teaching university courses in area of specialty plus a master's degree in area of specialty

Level 3 Faculty

- A PHD in the area of specialty with a minimum of five (5) years' experience teaching at NORTEP-NORPAC or within a University

Part II: Salary Grid Placement

1. The salary step granted within the assigned Level recognizes the experience of Instructors. To be credited, experience must have occurred within five (5) 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 direct 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 mid grid of the appropriate band.

**APPENDIX C
CERTIFICATION AND SALARY ADMINISTRATION:
GROUP A AND C**

The provisions of this Appendix shall apply to all Administration and Facilities Employees hired under the terms of this Collective Agreement.

Part I: Placement on Salary Ranges

1.1 The salary range of a newly appointed Group A and Group C shall be determined by the number of years of relevant education that the Employee has completed successfully and the relevant experience. (Saskatchewan standards).

1.2 Administrative Services

Level I

- Grade 12, some college or post-secondary courses applicable to job is desirable
- 0-2 years' experience

Level II

- Grade 12, some college or post-secondary courses applicable to the job,
- 1-3 years' experience, some supervisory capacity may be required.

Level III

- Grade 12, some college or post-secondary courses applicable to the job,
- 2-3 years' experience.

Level IV

- Grade 12 a Bachelor's degree is required in an applicable area
- 2-3 years' experience.

Level V

- Bachelor's degree is required in an applicable area
- 3 to 5 years' experience in a post-secondary institution.

Apartment Services

Level I

- Grade 12, some college courses, trades training or journeyman's certificate
- 0-2 years' experience

Level II

- Grade 12, with some college courses, trades training or journeyman's certificate
- 3-4 years' experience, some supervisory capacity may be required.

Part II: Salary Grid Placement

1. The salary step granted within the assigned Level recognizes the experience of Group A and Group C. To be credited, experience must have occurred within five (5) 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 directly 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 mid grid of the appropriate band.

BANDS FOR GROUP A, B, AND C.

| ADMINISTRATION | BAND | | FACILITIES | BAND |
|------------------------------------|------|--|--|------|
| ADMINISTRATION ASSISTANT1 | 1 | | ASSISTANT FACILITIES MANAGER | 1 |
| ADMINISTRATION ASSISTANT 11 | 2 | | FACILITIES MANAGER | 2 |
| ACCOUNTING CLERK 1 | 3 | | | |
| RECRUITER | 3 | | FACULTY & ACADEMIC SUPPORT' | |
| REGISTRATION CLERK | 3 | | FACULTY & ACADEMIC SUPPORT 1 | 7 |
| LIBRARY TECHNICIAN | 3 | | FACULTY & ACADEMIC SUPPORT 2 | 8 |
| EXECUTIVE ADMINISTRATION ASSISTANT | 3 | | FACULTY & ACADEMIC SUPPORT 3 | 10 |
| REGISTRATION CLERK | 3 | | | |
| REGISTRAR | 4 | | | |
| NETWORK ADMINISTRATOR | 6 | | | |
| BOOKSTORE CLERK | 1 | | | |

APPENDIX D
SPECIAL ALLOWANCES: PERFORMANCE MANAGEMENT
(Faculty)

Preamble

NORTEP-NORPAC recognizes that faculty and senior administrators perform assigned duties plus often provide additional and/or specialized services to students or the educational communities. This policy provides an opportunity for NORTEP-NORPAC hired faculty and senior administrators to access a special allowance through performance of duties outlined in a performance management plan.

Policy

NORTEP-NORPAC faculty and senior administrators are eligible for a special allowance of 10% of salary. The allowance will recognize the performance of duties and services that go above and beyond teaching and administrative duties, and/or activities that improve efficiencies and effectiveness, and/or activities that improve student-oriented and Aboriginal focused learning.

This allowance does not apply to seconded faculty. Seconded faculty members have access to a consultants allowance through their association with the Northern Lights School Division.

Procedures

1.0 Qualifying Activities

1.1 The types of activities that may be defined in a performance plan for a special allowance will vary based on the individual faculty or administrator role. The activities that may potentially be recognized for the special allowance are wide ranging. As examples, they may relate to

- Planning and preparation
- Course loads
- Curriculum
- Intern supervision
- Extensive travel working with students in field placements
- Research
- Mentorship
- Actions that improve organizational efficiencies or effectiveness
- Other specialized work or services

See the faculty criteria document for guiding examples.

2.0 Payment

2.1 The allowance will be determined prior to the end of the academic year and will be paid monthly.

APPENDIX E
SPECIAL ALLOWANCES: PERFORMANCE MANAGEMENT
Facility Manager

Preamble

NORTEP-NORPAC recognizes that the Facility Manager performs assigned duties and often provides additional and/or specialized services to students or tenants. This policy provides an opportunity for the NORTEP-NORPAC hired Facility Manager to access a special allowance through the performance of duties outlined in a performance management plan on an annual basis.

Policy

The NORTEP-NORPAC Facility Manager is eligible for a special allowance of 10% of the salary. The allowance will recognize the performance of duties and services that go above and beyond the regularly scheduled administrative duties, and/or activities that improve efficiencies and effectiveness, and/or activities that improve student/tenant-oriented support.

This allowance only applies to the Facilities Manager.

Procedures

1.0 Qualifying Activities

1.1 The types of activities that may be defined in a performance plan for a special allowance will vary based on the individual's role. The activities that may potentially be recognized for the special allowance are wide ranging. As examples, they may relate to

- Planning and preparation of special tenant events
- Networking and relationship building with tenants
- Attending to tenant concerns and emergencies after regularly scheduled hours
- Mentoring new staff
- Actions that improve organizational efficiencies or effectiveness
- Other specialized work or services

2.0 Payment

2.1 The allowance will be determined prior to the end of each fiscal year and will be paid monthly.

2.2 Stipends or other allowances are assumed to be paid in addition to base salary levels.

APPENDIX F ADDITIONAL RESPONSIBILITIES ALLOWANCE

Preamble

Staff may from time to time be required to temporarily undertake additional work or an area of responsibility which is not normally part of his/her regular job description within the program. This policy has been developed to outline the circumstances and processes involved in allowing staff to temporarily perform additional duties while undertaking duties of their position.

Policy

Where the program requires an employee to temporarily act in a position of higher classification or take on additional duties, the employee will be paid an allowance of 10% of their monthly salary.

Where a position has become vacant, an employee appointed to act in the position will be paid an allowance until the position is filled. Upon the filling of the position, the employee will return to the original salary and position prior to the appointment of additional duties. In the event there is difficulty filling the position, the employee will be appointed to that position in an acting capacity until it is filled.

Procedures

1.0 Allowance Criteria

1.1 An allowance will be paid in the following circumstances:

- The absence of the incumbent of the position while on long-term professional development leave;
- A delay in the commencement of a new employee to a position;
- A delay of an appointment to a newly established position within the program;
- The extended absence of the incumbent of a position; or
- The requirement for the performance of additional duties not related to an established position but associated with a short term need (e.g. special project)

1.2 A requirement for the performance of additional duties would not normally extend beyond 4 months (except in special circumstances as approved by the President/CEO) and should not extend beyond 6 months in any circumstance.

2.0 Authorization

- 2.1 All authorizations for payments of additional duties must be approved by the President/CEO and should be forwarded to the Secretary-Treasurer.

3.0 Salary Increments

- 3.1 Incremental conditions relating to the employee's substantive position will continue to apply during periods of additional duties.

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and NORTHERN TEACHER EDUCATION PROGRAM COUNCIL INC. hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

Signed this ____ day of _____, 2017.

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

Signed on behalf of:
Northern Teacher Education
Program Council Inc.

Bruce Robertson
Chair, Bargaining Committee

Jennifer Malmsten
Acting President

Earl Cook
Member, Bargaining Committee

Morris Cook
Vice President Academic

Alan Gardiner
Member, Bargaining Committee

Barbara Flett
Chair, Board of Governors

Bonnie McRae
Labour Relations Officer

Lorna Black
Board Member