



Saskatchewan Polytechnic

And

Professional Services Bargaining Unit

**July 1, 2016 to
June 30, 2022**

COLLECTIVE AGREEMENT

SGEU

**ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SASKATCHEWAN POLYTECHNIC
AND
PROFESSIONAL SERVICES BARGAINING UNIT
REPRESENTED BY
THE SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
JULY 1, 2016 TO JUNE 30, 2022**

PREAMBLE

Saskatchewan Polytechnic and the members of the Professional Services Bargaining Unit acknowledge and respect the traditional lands of Treaty 4 and Treaty 6 Territories, and homelands of the Métis people.

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ARTICLE 1 DEFINITIONS

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

- 1.1 "Ability" is the capacity, talent or aptitude to perform an act or service.
- 1.2 "Academic Year" is the period commencing on July 1st in one (1) year and ending on June 30th of the following year.
- 1.3 "Board" the board of directors of **Saskatchewan Polytechnic** appointed pursuant to **The Saskatchewan Polytechnic Act**.
- 1.4 "Campus" refers to **Moose Jaw, Prince Albert, Regina and Saskatoon** and for purposes of agreement administration, the **Saskatchewan Polytechnic** Administrative Offices.
- 1.5 "Casual Employee" is an employee who is appointed as per article 4.19 and who has worked less than thirty (30) occasions.
- 1.6 "Casual Employment" means employment which is less than thirty (30) occasions and encompasses less than sixty (60) calendar days.
- 1.7 "Consultation" means a deliberation between two (2) or more parties for the purpose of sharing respective points of view. If the deliberations do not result in a shared point of view, the employer will make a decision subject to challenge from the union. Employees have the right to union representation during the consultation process.
- 1.8 "Co-op Student" means a person working on the Campus on a cooperative work/study program.
- 1.9 "Demonstrated Competence" means the proven ability to perform a duty.
- 1.10 "Demotion" is defined as the movement of an employee to a position in a classification which has a lower maximum salary as calculated on an hourly basis.
- 1.11 "Department" consists of one (1) or more programs or segments of programs or an identifiable and distinct administrative service.
- 1.12 "Desired Factors" are the qualifications, skills, abilities and experience that would be nice to have but would not be an essential requirement for carrying out the responsibilities of the job.
- 1.13 "Employee" means any person who is employed by **Saskatchewan Polytechnic** and covered by the provisions of this agreement.

- 1.14 "End Dated" refers to a full-time or part-time position with an end date.
- 1.15 "Faculty Association" consists of those categories of employees, or employees from time to time determined by the parties or designated by the Labour Relations Board as members of the **Saskatchewan Polytechnic** Faculty Association.
- 1.16 "Fiscal Year" is July 1st to June 30th or any other period the Lieutenant Governor may prescribe.
- 1.17 "Full-time Employment (F/T)" means full-time employment in accordance with the hours of work provisions of this agreement.
- 1.18 "Incumbent" is the employee who currently occupies the position, or who last occupied the position.
- 1.19 "Internal Applicant" are in-scope employees including probationary employees covered by the provisions of this collective agreement.
- 1.20 "Job Abolishment" is the permanent elimination of a position/assignment.
- 1.21 "Lateral Movement" is the movement of an employee into a position which has the same pay band as their previous pay band.
- 1.22 "Lay-off" is the separation experienced by the employee when a position is abolished or an end-date position ends.
- 1.23 "Locale" means the community where an employee normally works.
- 1.24 "Non-regulated Employee" means an employee who works a flexible work driven pattern determined by the employer in consultation with the employee.
- 1.25 "Northern Communities" means work locations above the 54 degree parallel (including Cumberland House but excluding Meadow Lake and La Ronge.)
- 1.26 "Occasion" means one (1) instance of reporting for work, which shall not exceed in duration the number of hours, worked in a day by a full-time employee. There can be no more than one (1) occasion per day.
- 1.27 "Ongoing Position" refers to a full-time or part-time position with no end date.
- 1.28 "Part-time Employment (P/T)" means less than full-time employment involving part days, part weeks, part months, or part years.

- 1.29 "Pay Plan" means the rates of pay as contained in appendix A.
- 1.30 "Permanent Employee" means an employee who has successfully completed an initial probationary period.
- 1.31 "President" is the chief executive officer of **Saskatchewan Polytechnic** or designate.
- 1.32 "Probationary Employee" means an employee who has not yet successfully completed the probationary period on initial appointment.
- 1.33 "Professional Services Unit" consists of those categories of employee or employees from time to time determined by the parties or designated by the Labour Relations Board as members of the Professional Services unit.
- 1.34 "Program" means a collection of course studies in which a student may enrol, or an administrative grouping of courses identified as a program, which lead to a **Saskatchewan Polytechnic** credential.
- 1.35 "Promotion" means the movement of an employee to a position in a classification which has a higher maximum salary as calculated on an hourly basis.
- 1.36 "Prorata Basis" means prorated according to the time worked while employed. This is expressed as a percentage of time worked by full-time employees.
- 1.37 "Qualifications" are prerequisites which are inherently or legally necessary to render the employee eligible to fill a position or to perform a duty or function.
- 1.38 "Reassignment" is a situation where the details of an employee's assignment may be changed as a result of redistribution of existing work within a program/department. The level of duties and responsibilities involved in the reassignment are at the same level as the employee's current assignment. Reassignments do not involve a change in locale or position.
- 1.39 "Reassignment Involving New Funding" is a situation where the details of an employee's assignment may be changed as a result of distribution of new work within a department. The reassignment may involve a redistribution of existing work and the assignment of new work or the assignment of new work as a result of new funding. The level of duties and responsibilities involved in the reassignment are at the same level as the employee's current assignment. Reassignments as a result of new work or new funding do not involve a change in locale or position.

- 1.40 “Recent Experience” is the period of time in which the skills/abilities must be acquired or must have been acquired in order to perform the duties of the position to remain current in the program/department.
- 1.41 “Relevant Experience” is the scope and length of practical work history, which describes the skills/abilities, required to perform the duties of the position in accordance with the classification specification.
- 1.42 “Relocation” means a movement of an employee from one locale to another.
- 1.43 “Required Factors” are the qualifications, skills, abilities and experience an employee must have to be successful in carrying out the responsibilities of the job.
- 1.44 “Saskatchewan Polytechnic” means the **Saskatchewan Polytechnic** pursuant to ***The Saskatchewan Polytechnic Act*** and hereinafter referred to as the employer.
- 1.45 “Skill” is practical and familiar knowledge of the principles and processes of an art, science or trade, combined with the ability to apply them in practice in a proper and approved manner and with readiness and dexterity.
- 1.46 “Split Shift” consists of a situation where an employee has two (2) work periods separated by a break of more than one (1) hour.
- 1.47 “Temporary Performance of Higher Duties (TPHD)” means the assignment of an employee to perform the significant duties of a job/classification with a higher maximum daily or hourly salary than the job/classification currently occupied. Significant duties of a job/classification are those which differentiate it from jobs/classifications with a lower maximum daily, hourly or bi-weekly salary.
- 1.48 “Temporary Vacancies” created as a result of a maternity /paternity /compassionate/ adoption / sick / long term disability/ Workers’ Compensation or deferred salary leave.
- 1.49 “Union” means the Saskatchewan Government and General Employees’ Union.
- 1.50 “Vacancy” means a position for which an employee has not yet been hired.
- 1.51 “Work Week” means the period between midnight on a Saturday and midnight on the Saturday immediately following.

ARTICLE 2 SCOPE

2.1 The articles of this agreement shall be applied to all employees of **Saskatchewan Polytechnic**, except:

- a) These employees occupying the positions of:
- President and CEO
 - Executive Assistant to the President and CEO
 - Administrative Assistant to the Executive Assistant to the President and CEO **(2)**
 - Executive Assistant to the Board of Directors
 - Provost and Vice President, Academic
 - Executive Assistant to the Provost and Vice President, Academic
 - Vice President, Advancement and **International**
 - Executive Assistant to the Vice President, Advancement and **International**
 - CFO and Vice President, Administrative Services
 - Executive Assistant to the CFO and Vice President, Administrative Services
 - Dean, **School** of Business, **School** of Information and Communications Technology, and **Department of Arts & Sciences**
 - Executive Assistant to the Dean, **School** of Business, **School** of Information and Communications **Technology**, and **Department of Arts & Sciences**
 - Dean, **School** of Construction, **School** of Transportation
 - Executive Assistant to the Dean, **School** of Construction, and **School** of Transportation
 - **Dean, Continuing Education**
 - Dean, **School of Health Sciences and School of Nursing**
 - Executive Assistant to the Dean, **School of Health Sciences and School of Nursing**
 - Dean, **School of Hospitality and Tourism, School of Human Services and Community Safety, Department of Literacy and Adult Education**
 - Executive Assistant to the Dean, **School of Hospitality and Tourism, School of Human Services and Community Safety, and Department of Literacy and Adult Education**
 - Dean, **School of Mining, Energy and Manufacturing, School of Natural Resources and Built Environment**

- Executive Assistant to the Dean, **School of Mining, Energy and Manufacturing, School of Natural Resources and Built Environment**
- Associate Vice President, **Applied Research and Innovation**
- Executive Assistant to the Associate Vice President, **Applied Research and Innovation**
- **Associate Vice President, Learning and Teaching**
- **Executive Assistant to the Associate Vice President, Learning and Teaching**
- Associate Vice President, Student Services
- Executive Assistant to the Associate Vice President, Student Services
- **Special Advisor to the Provost**
- Associate Vice President, Financial Services
- Executive Assistant to the Associate Vice President, Financial Services
- Associate Vice President, Human Resources
- Executive Assistant to the Associate Vice President, Human Resources
- Associate Vice President, Information Technology Services
- **Executive Assistant to the Associate Vice President, Information Technology Services**
- Associate Vice President, Facilities Management
- **Executive Assistant to the Associate Vice President, Facilities Management**
- Associate Vice President, Strategy
- Executive Assistant to the Associate Vice President, Strategy
- Associate Vice President, Communications and Marketing
- **Executive Assistant to the Associate Vice President, Communications and Marketing**
- **Associate Vice President, Advancement**
- **Executive Assistant to the Associate Vice President, Advancement**
- Associate Dean, **School of Construction, School of Transportation**
- Associate Dean, **School of Health Sciences, School of Nursing**

- **Associate Dean, School of Hospitality and Tourism, School of Human Services and Community Safety, Department of Literacy and Adult Education**
- **Associate Dean, School of Business, School of Information and Communications Technology, Department of Arts and Sciences**
- Associate Dean, **School of Mining, Energy and Manufacturing, School of Natural Resources and Built Environment**
- Director, **Indigenous** Strategy
- **Director, Advancement Services**
- Director, Applied Research
- Director, **IT Operations**
- Director, Business Development
- **Director, Business Process Solutions**
- Director, **IT Security**
- **Director, Counselling, Health and Accessibility**
- **Director, Centre for Health Research, Improvement and Scholarship**
- Director, **Giving**
- Director, Employee Relations
- **Director, Extension**
- **Director, Facilities Operations**
- **Director, Financial Operations**
- Director, Financial Planning
- Director, Health, Safety **and Security**
- Director, Human Resource Advisory Services
- Director, Human Resource Strategy Development
- Director, Instructional and Leadership Development Centre
- Director, **International Projects**
- **Director, Learner Pathway**
- Director, Learning Technologies
- Director, Library Services
- **Director, Marketing**
- Director, Strategic Enrollment **and International Education**
- **Director, Strategic Procurement**
- **Director, Strategy**
- Director, Student **Engagement and Learning Services**

- **Director, Enrolment Services and Registrar**
- Manager, Ancillary Services
- Manager, Applications and Data
- Manager, Client **Services** and Financial Analysis (2)
- Manager of Communications
- Manager, Campus **Facilities** (4)
- Manager, Financial Accounting
- Manager, Health **and Safety** (3)
- **Manager, Campus Safety and Security**
- Manager, Human Resource **Systems and Reporting**
- Manager, Infrastructure Services
- Manager, Payroll Services
- Manager, Procurement and Asset Management
- Manager, Revenue and Receivables
- Manager, Total Rewards Strategy
- **Manager, Accessibility Services**
- **Manager, Campus Registration (5)**
- **Manager, Counseling and Health**
- **Manager, Education Technology**
- **Manager, Enrolment Services**
- **Manager, Flexible Learning**
- **Manager, Governance and Privacy**
- **Manager, Institutional Research**
- **Manager, International Education**
- **Manager, IT Projects and Business Services**
- **Manager, Library Services North**
- **Manager, Library Services South**
- **Manager, Operations**
- **Manager, Retail Food Service**
- **Manager, Simulation Center**
- **Manager, Student Experience**
- **Manager, Testing and Language**
- **Project Manager**
- **Academic Chairs (22)**
- **Budget Analysts (6)**
- **Strategy Analyst**

- **Communications Strategist**
 - Organizational Effectiveness Consultant (2)
 - Representative Workforce Consultant
 - **Team Lead Human Resources Advisory (2)**
 - Human Resource Consultant (8)
 - **Human Resource Coordinators (3)**
 - **Human Resource Analyst**
 - HRIS Analyst (3)
 - Human Resource Assistant (6)
- b) Employees that are members of the **Saskatchewan Polytechnic** Faculty Association bargaining unit.
- c) Persons working on joint venture projects for which **Saskatchewan Polytechnic** does not have the exclusive responsibility for selection, direction and evaluation and who are not employed exclusively by **Saskatchewan Polytechnic**.
- d) Employees who work less than thirty (30) occasions in a fiscal year.
- e) Exchange Programs: persons participating in exchange programs with or seconded to the Campus who are employees of other employers.
- f) Individuals: means persons, who although remunerated by **Saskatchewan Polytechnic**:
- i) are employed primarily for the provision of workplace education and training (with the exception of **Saskatchewan Polytechnic** Co-op students), socialization rehabilitation and/or
 - ii) have funding for wages, salaries or benefits provided by a third (3rd) party.

Note: With regard to the exclusions in article 2.1 d), 2.1 e) and 2.1 f), **Saskatchewan Polytechnic** shall notify the union in all cases of placement of all persons under these articles. Such notification shall include name, program area and Campus.

2.2 Managerial Exclusions – Process

- 2.2.1 The employer shall give notice to the union of intent to commence negotiations for the exclusion of a position from the bargaining units. If no agreement is reached during the negotiations, the matter shall be

referred to the Labour Relations Board for final resolution. The criteria for exclusions will be any persons employed whose primary responsibilities are to actually exercise authority and actually perform functions that are of a managerial character or persons who are regularly acting in a confidential capacity with respect to the industrial relations of **Saskatchewan Polytechnic**.

ARTICLE 3 UNION SECURITY

3.1 Union Recognition

3.1.1 **Saskatchewan Polytechnic** agrees to recognize the Saskatchewan Government and General Employees' Union as the sole and exclusive collective bargaining agent for the employees covered by this agreement and hereby agrees to negotiate with the union or its designated bargaining representatives in any and all matters pertaining to working conditions.

3.1.2 All employees who are now, and hereafter become, members of the union shall maintain their membership in the union as a condition of their employment and all new employees shall, as a condition of their employment, and within thirty (30) days of the commencement of their employment, apply for and maintain a membership in the union. Any employee who is not required to maintain membership in the union and whose class of employment is within the bargaining scope of the union, shall, as a condition of employment, tender to the union the monthly dues uniformly required to be paid by the members of the union.

3.1.3 A monthly statement shall also be forwarded to the executive director of operations of the union showing the names of all new employees hired during the month, the date they were employed and the name of all employees covered by this agreement who have left the employ of the employer during the month and the date of severance and a list of those employees who have completed probation.

3.1.4 The employer agrees to acquaint new employees with the fact that a union agreement is in effect, and provide the new employee with the list of union representatives provided to the employer by the union.

3.1.5 Each new employee will be granted fifteen (15) minutes without loss of pay during regularly scheduled work hours within the first thirty (30) days of employment to meet with the campus chair. The supervisor will arrange for the new employee to meet with the Campus Chair.

3.2 Union Deductions

3.2.1 On behalf of the Union, each pay period **Saskatchewan Polytechnic** shall deduct from the pay cheque of each employee, all initiation fees, dues, assessments, or levies, uniformly required as a condition of employment. **Saskatchewan Polytechnic** shall remit the same to the Secretary Treasurer of the union prior to the twentieth (20th) day of the month following the calendar month in which such deduction is made. A list of all employees for and on behalf of whom the individual deductions were made, the pay period in which the deductions were made, a list of employees by campus, along with work locations will be sent concurrently to the union **chair** at each campus.

The Union will also be provided with a separate monthly statement including the names of all new employees covered by this Agreement hired during the month, their date of hire, employment status, classification and rate of pay, and the names of all employees who have retired or terminated employment and their date of severance. This information shall be submitted electronically.

3.2.2 At the time Income Tax (T-4) slips are made available, the employer shall indicate the amount of union dues paid by each union member.

3.2.3 Written notice of any change in the amount of monthly dues must be given to the employer by the union at least thirty (30) calendar days in advance of the date that the change is to be effective. The deduction shall be remitted in accordance with article 3.2.1 during the month next following notice of the change.

3.2.4 An employee covered by this agreement who is temporarily filling an out-of-scope position shall continue to have union dues deducted from the employee's salary and shall be entitled to all the benefits and protections afforded by this agreement. An employee temporarily filling an out-of-scope position shall be subject to the provisions of article 10.10.

3.3 Orientation

3.3.1 **Saskatchewan Polytechnic** will provide an orientation program for new employees.

3.3.2 Employees appointed to new or different positions within **Saskatchewan Polytechnic** will be provided the adequate and appropriate orientation to perform the duties of the job.

3.3.3 **Saskatchewan Polytechnic** will provide **Indigenous** Awareness Training to all employees.

3.4 Representation

3.4.1 Employees shall have the right to the assistance of a union representative(s) during discussions related to grievances or negotiations with respect to the collective agreement. Such representative(s) shall have access to the premises to assist in the settlement of a grievance(s).

3.4.2 Subject to approval by the president or designate, the employer shall allow the union to conduct educational and business functions for employees on the employer's premises. Such approval shall not be unreasonably withheld.

3.4.3 The employer shall allow the union to post notices and information of interest to the employees on bulletin boards designated for the use of the union and allow the union use of the **Saskatchewan Polytechnic** electronic communication systems.

3.5 No Discrimination

3.5.1 Without being limited to the specifics of the following, **Saskatchewan Polytechnic** agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with regard to any employee in the matter of hiring, wage rates, training upgrading, promotion, lateral movement, relocation, lay-off, discipline, classification, discharge, educational leave or otherwise by reason of age, race, creed, colour, national origin, political, familial or religious affiliation, sex or marital status, sexual orientation, physical and mental disabilities, nor by reason of membership or activity in the union.

3.6 Picket Lines

3.6.1 All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross a picket line encountered in carrying out the employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action. However, the employer may reassign the employee to alternate work in order to prevent work time lost by the employee through honouring the picket line.

3.7 Whistle Blowers Protection

3.7.1 No employee or union official may be disciplined for publicizing any alleged wrong doings within **Saskatchewan Polytechnic**, if a wrong doing has been brought through the formal union structure and provided the employer has been informed of such instances and has been given a reasonable opportunity to remedy any problems.

3.8 Indemnity

3.8.1 Except where the employee's negligence or acts of malice have resulted in a judgment or settlement payment being made by **Saskatchewan Polytechnic**, **Saskatchewan Polytechnic** agrees not to seek redress against an employee whose act or acts, done in the ordinary course of the employee's employment, results in a judgment or settlement payment being made by **Saskatchewan Polytechnic**.

3.8.2 **Saskatchewan Polytechnic** agrees to provide legal counsel for an employee against whom action is brought for acts done by the employee in the ordinary course of the employee's employment, provided the acts are done without negligence or malice and provided further that the employee notifies **Saskatchewan Polytechnic** within thirty (30) days of any incident, occurrence, or event which may lead to legal action against the employee and in the following circumstances:

- a) when the employee is first approached by any person or organization notifying the employee of intended legal action against the employee; or
- b) when the employee decides to retain counsel in regards to the incident or course of events; or
- c) when information first becomes known to the employee in the light of which the employee might reasonably consider that the employee might be the object of legal action.

3.8.3 In the event that an employee wishes to retain counsel the employee shall so advise **Saskatchewan Polytechnic** in writing. Within ten (10) working days of receipt of this information **Saskatchewan Polytechnic** shall advise the employee, in writing, of **Saskatchewan Polytechnic's** intention either to:

- a) provide and pay for legal services; or
- b) pay for legal services from counsel whose selection the employer approves.

3.9 Duty to Accommodate

3.9.1 The employer, the union and the employees acknowledge their duty to accommodate employees in accordance with Human Rights legislation regardless of status, up to the point of undue hardship. The employer, in consultation with the union, shall determine the appropriate action to accommodate the employee.

3.9.2

The employer shall take reasonable steps to accommodate an employee who has become incapacitated by injury, illness or disability. Accommodation may include, but not be limited to:

- a) offering an employer other work the employee can do where such work is available. This may include giving the employee priority to a vacancy or reassignments either within a program/department or across programs/departments, or
- b) offering an employee other work the employee can reasonably be trained to do where such work is available. This may include giving the employee priority to a vacancy or reassignment either within a program/department or across programs/departments, or
- c) granting the employee a definite leave of absence to work part-time.

3.10

Contracting Out

3.10.1

It is not the intention of the employer to enter into new contracting out of work arrangements that directly result in the loss of any permanent employee's employment during the term of the collective agreement. However, if it becomes necessary to contract out, the following principles will apply:

- The union will be provided with as much notice as possible, with a minimum of thirty (30) calendar days' notice and an opportunity to discuss any intent to contract out.
- When contracting out of bargaining unit work is done, the employer will ensure no permanent employees with three (3) or more years of seniority will lose employment as a direct result of contracting out.
- Employees affected will have access to lay-off provisions of the collective agreement.
- Employees on recall as a result of contracting out will have their names maintained on the re-employment list for three (3) years.
- Existing historical employment practices related to contracting work out will not be restricted by this provision.
- All contracting out arrangements will be reviewed on their expiry to determine the economic feasibility of reducing contracting out.
- The employer is prepared to receive submissions from employees and the union that would avoid contracting out or present a viable or economic alternative to contracting out.

3.11 Union Office

3.11.1 For union business **Saskatchewan Polytechnic** will provide the union with a secure office with a desk, chair, phone and filing cabinet at each campus. A phone will be provided with the cost of the long distance charges being covered by the union. **Saskatchewan Polytechnic** will also provide a networked portable computer per Campus Chair which shall be maintained and replaced as per **Saskatchewan Polytechnic** computer replacement policy (one (1) campus per year).

ARTICLE 4 APPOINTMENTS/SELECTION

Staffing Process

4.1 Filling Positions

4.1.1 All assignments will be filled under the provisions of article 4.1 to 4.19.

4.1.2 **Saskatchewan Polytechnic** is not obligated to provide more than a full-time equivalent of employment to any employee nor is **Saskatchewan Polytechnic** obligated to split postings in all circumstances to maximize part-time employment towards full-time employment.

4.2 Posting of Assignments

4.2.1 Assignments which are thirty (30) or more working days or encompass sixty (60) or more calendar days in a fiscal year, which the employer chooses to fill, will be posted on the **Careers.SaskPolytech.ca** Web Page.

4.2.2 Part-time assignments may be extended, with waiver from the union, without being posted with an incumbent.

4.3 Job Postings

4.3.1 Postings referred to in article 4.2 shall be up for a minimum of seven (7) campus working days to provide for applications.

4.3.1.1 Upon written agreement of the campus committee chair, the posting period may be shortened.

4.3.1.2 The Employer will provide rationale to the union upon cancelling a competition.

4.3.2 In situations where an employee can show notice of position(s) has not been received prior to the closing date (in accordance with article 4.2),

a reasonable period of time will be allowed for such employees to submit an application provided no offer has been made.

4.3.3 Notwithstanding any of the provisions in this article, nothing shall prevent the employer temporarily filling an assignment with an employee in order to meet program needs of the campus to a maximum of twenty-nine (29) working days or less than fifty-nine (59) calendar days, except where circumstances warrant, the campus committee chair may agree to an extension of time, which shall not be unreasonably denied.

4.4 Information in Postings

4.4.1 Working title, brief description of duties and pay band of position, the minimum required qualifications, skill, ability and experience, salary, hours of work and whether the position is full-time, part-time including the portion of FTE and work pattern, or for the Casual Employment Call List(s), deadline for applications, expected start date and any other pertinent information.

4.4.2 **Saskatchewan Polytechnic** will develop and update a pre-requisite document for all positions in the Professional Services bargaining unit. This document will be posted on **mySaskPolytech**.

4.5 Posting with an Incumbent

4.5.1 When the employer chooses to post with an incumbent the following shall apply:

1. Postings shall include an incumbent. Incumbents are required to have an active profile in the system. Incumbents are required to complete an incumbent form authorizing the employer to place the incumbent in the competition.
2. Incumbents will not be required to apply for the position but may be challenged by more senior qualified applicants.
3. If an incumbent is challenged by a more senior qualified employee, the human resource consultant or designate shall advise the incumbent, in writing, that the incumbent will be required to submit an application.

4.6 Outside Advertising

4.6.1 The employer may elect to advertise outside simultaneously with the internal posting of positions.

4.6.2 No new employee shall be hired until the applications of the present employees and those persons applying from the re-employment lists of the employer have been considered in a competition and it has been determined that the internal applicants are not qualified for the position. Subject to article 4.3.2, employees who did not apply in the initial competition will not be considered **as an internal applicant** in the **reposted** competition provided the **reposted** competition has been posted and/or advertised within forty-five (45) calendar days of the closing of the **initial** competition. Extensions to this timeline will not be unreasonably denied.

4.7 Appointments

4.7.1 Appointments, supervisory assignments, promotions, voluntary transfers and voluntary demotions, as a result of an employment competition, will be made on the basis of the following factors:

- a) qualifications, skills, abilities and experience of the individual as it relates to the specific job for which selection is being done, and
- b) seniority

4.7.2 Upon request, the employer will provide the union with an opportunity to review the applications of new hires covered by this agreement.

4.8 Relative Equality

4.8.1 Where the qualifications, skills, abilities and experience of two (2) or more applicants are relatively equal, seniority shall be the deciding factor. Candidates will be considered relatively equal if their final scores are within ten percent (10%) of each other.

4.9 Evaluation of Qualifications, Skills, Abilities and Experience

4.9.1 In evaluating the qualifications, skills, abilities and experience the employer shall do so in a way that is bona fide, fair, reasonable, non-arbitrary and non-discriminatory. The employer shall not act in a manner such as to circumvent the legitimate role of seniority when developing and applying the above criteria.

4.10 Union Observer

4.10.1 The employer shall notify the union of the time, place and date of the assessment of applications and/or interviews for any full-time or part-time positions for which any employee has applied. The union shall be entitled to have a representative present to function as an observer during such assessments or interviews. The Union will be given a

minimum of forty-eight (48) hours' notice of such assessments. Interview guides will be made available to the union observer a minimum of seventy-two (72) hours in advance of the scheduled interviews. All time involved as an observer will be without loss of pay. **Saskatchewan Polytechnic** will endeavor to schedule assessment of applications and/or interviews with a view to minimizing impact on programming and services.

4.10.2 Saskatchewan Polytechnic will endeavour to schedule assessments of applicants and/or interviews mid-week in order to minimize impact on services and programming

4.10.3 The employer will allow the union to observe the assessment of applications and interviews of employees who have applied for any full-time or part-time positions. All time involved as an observer will be paid by the union.

4.10.3.1 Effective July 1, 2016, funds from the union observer will be applied to article 19 Personal Flexible Spending Account.

4.11 Notice of Filling Vacancy

4.11.1 Successful applicants who fill vacant positions shall be notified, in writing, prior to commencing such duties, of the **job title, pay band** and step they will occupy. **The union will be copied on this notification.**

4.12 Employee Status

4.12.1 The employer agrees to review the number of days worked by part-time employees with a view to converting these assignments, if appropriate, to full-time if the employee has worked more than one hundred and eighty (180) days. Where any position is converted to full-time, the position will be posted with an incumbent, subject to challenge from more senior qualified employees within the scope of this collective agreement at the campus where the conversion occurs.

4.12.2 Employees who are appointed to two or more part time positions, within a fiscal year, that equate to a full time equivalent will be recognized as full time in regards to seniority (as per article 5.1.2), benefits, increments, vacation and statutory holiday entitlement.

4.12.2.1 Whenever possible, the employer may schedule earned days off for the employee.

- 4.13 Conversion to Ongoing
- 4.13.1 The employer agrees to review, in consultation with the union, any positions with a definite term (end-dated) for conversion to ongoing. Where any position is converted to ongoing, the position will be posted with an incumbent subject to challenge from more senior qualified employees within the scope of this collective agreement at the campus where the conversion occurs.
- 4.14 Replacement of Full-time Employee on Definite Leave
- 4.14.1 If the employer chooses to replace all or part of a full-time employee's assignment while the employee is on a definite leave, the position will be posted. If the definite leave is as a result of an on-going medical condition the employer will determine whether the position will have an end date.
- 4.15 Reassignments
- 4.15.1 Notwithstanding 4.2, the employer, in consultation with the employee and the union, may reassign the duties of an employee within the employee's program(s)/department(s).
- 4.15.2 Reassignments as a result of new work or new funding which are thirty (30) or more working days or encompass sixty (60) or more calendar days will be posted with an incumbent subject to challenge by more senior qualified applicants within the employee's program/department. The additional duties will be included in a new JIQ and be subject to re-evaluation. The re-evaluation results will not be subject to challenge.
- 4.15.3 In a situation where there is a temporarily inadequate workload, work may be transferred to or from departments. In all cases the campus chair shall be advised.
- 4.15.4 Reassignments do not involve movement to other locales.
- 4.15.5 If an employee's position is moved to a different program/department, the employer, in consultation with the union, may reassign the employee to that program/department.
- 4.15.5.1 Within one year of the reassignment, the supervisor will submit a revised JIQ which will be subject to the process and provisions outlined in article 13.4.2.

- 4.16 Relocation
- 4.16.1 Employees in a program/department or position that is to be relocated to another locale shall be given the opportunity to be relocated with the program/department.
- 4.16.2 If the employee chooses not to be relocated with the employee's program/department, or a position, the employee will be laid-off and allowed to exercise rights under article 7.6.
- 4.17 Job Sharing
- 4.17.1 Job Sharing Procedure
- 4.17.1.1 Job sharing is the voluntary sharing of a permanent position in a structured manner by two (2) persons, one (1) of whom is the permanent full-time incumbent of the position.
- 4.17.2 Initiation and Approval
- 4.17.2.1 Only the permanent full-time incumbent of a position can initiate a request to establish a job share arrangement. Approval of the job share request resides with the employer; such an approval will be subject to the feasibility of accommodating the request to operational requirements and such approvals will not be unreasonably withheld.
- 4.17.2.2 The proposal to establish a job sharing arrangement is initiated by the employee through an application to the employee's immediate out-of-scope supervisor.
- 4.17.3 Duration, Renewal, Termination
- 4.17.3.1 An approved job sharing arrangement shall be for an indefinite period of time.
- 4.17.3.2 A job share arrangement may be terminated by the participating employee, or the employer on ten (10) weeks' notice. This notice to terminate will be concurrently provided to the part-time employee participating in the job share arrangement. By mutual agreement of the employee and the employer, the ten (10) weeks' notice period may be shortened.
- 4.17.4 Staffing the Shared Position
- 4.17.4.1 The job shared position will be occupied by the permanent full-time incumbent of the position on a reduced time basis.

- 4.17.4.2 The permanent full-time incumbent will be allowed to reduce their workload by no more than seventy-five percent (75%).
- 4.17.4.3 The remainder of the job shared position may be filled by an employee appointed in accordance with article 4.2 and 4.5 of the collective agreement.
- 4.17.4.4 Where, during the term of a job sharing arrangement, the employment of the part-time participant terminates, the permanent full-time incumbent may be required to reassume working regular hours pending the appointment of a replacement part-time employee.
- 4.17.5 Benefits
- 4.17.5.1 Permanent employees who job share shall retain all benefits accumulated prior to the commencement of the job share arrangement. All benefits and seniority shall continue to accrue, and be expended, on a pro-rata basis for the permanent full-time employee involved in the arrangement. Subject to the existing plans, employees will make pro-rata contributions relative to time worked.
- 4.17.6 Reversion Rights
- 4.17.6.1 On the termination of the job share arrangement, the permanent full-time employee will revert to full-time schedule of the position occupied.
- 4.18 Process for Non-Appointment Dispute Resolution for Full-Time and Part-Time Assignments
- 4.18.1 Procedure
- 4.18.1.1 If the employee affected disputes the reason(s) for non-appointment, the following process will apply:
- 4.18.1.2 Within seven (7) calendar days of written notification of non-appointment, the Campus Chair or designate, after consulting with the union observer and the Bargaining Chair, will lodge a complaint on behalf of the affected employee.
- 4.18.1.3 An arbitrator/adjudicator, agreed to by **Saskatchewan Polytechnic** and the union, shall be appointed immediately on receipt of the complaint.
- 4.18.1.4 Within seven (7) days of receiving the complaint, the arbitrator/adjudicator will hear the matter, and shall, within three (3) working days, provide a written decision based on the facts presented.

- 4.18.1.5 When a complaint of non-appointment has been lodged **Saskatchewan Polytechnic** will not make an appointment to the vacancy prior to receiving the decision of the arbitrator/adjudicator.
- 4.18.1.6 The parties agree that only one (1) complaint may be lodged by an employee in a non-appointment dispute regarding any given vacancy.
- 4.18.1.7 The parties will develop a list of agreed to arbitrators/adjudicators for this process.
- 4.18.2 Participants in the Process
- 4.18.2.1 The employee shall have the benefit of representation by the union, and **Saskatchewan Polytechnic** shall have the benefit of representation by the Human Resource Office. Legal counsel may be used by either party.
- 4.18.2.2 The employer shall allow leave without loss of pay to the affected employee to attend Non-Appointment Dispute hearings under article 4.18.
- 4.18.2.3 The arbitrator/adjudicator shall have the authority to establish the general procedure to be followed at the hearing of the matter.
- 4.18.2.4 The decision of the arbitrator/adjudicator under this procedure shall be final and binding on the parties and upon any employee(s) affected by the final decision of the arbitrator/adjudicator.
- 4.18.3 Admissible Precedents
- 4.18.3.1 The parties agree that submissions of precedent shall be limited to four (4) cases.
- 4.18.4 Expenses
- 4.18.4.1 The fees and expenses of the arbitrator/adjudicator and any other common expenses shall be shared equally by both parties.
- 4.18.5 Conclusion of Dispute Resolution
- 4.18.5.1 Any complaint lodged with the arbitrator/adjudicator, during the term of this procedure, will be processed through to conclusion except when the employer and union agree to terminate the process.
- 4.19 Casual Employment
- 4.19.1 Casual assignments, which the employer chooses to fill, will be less than thirty (30) occasions and encompass less than sixty (60) calendar days. Extensions may be granted by agreements between the

employer, the employee and the union. Such agreement will not be unreasonably withheld.

- 4.19.2 Procedure
- 4.19.2.1 The Human Resource Office at each campus will keep and administer Casual Employment Call Lists as required.
- 4.19.2.2 All employees and persons recruited for the Casual Employment Call Lists are eligible to be placed on the Casual Employment Call List. Employees/persons wishing to be on a Casual Employment Call List will be appointed by the hiring process conducted by the Human Resource Office, in accordance with the collective agreement.
- 4.19.2.2.1 It will be the responsibility of employees and persons who wish to be on the Casual Employment Call List to inform **Saskatchewan Polytechnic** on or before April 30th of each year that they wish to continue on the Casual Employment Call List. The Human Resource Office, at each campus, will provide the employee with a form specifying this option and the return deadline with employee's letter of offer.
- 4.19.2.2.2 If there is a requirement for a casual employee and no Casual Employment Call List has been developed, **Saskatchewan Polytechnic** will appoint a qualified in-scope employee to the assignment, then post to develop the list. If there is no in-scope employee available **Saskatchewan Polytechnic** will recruit externally.
- 4.19.2.2.3 Employees who are laid-off will have their names placed on the appropriate Casual Employment Call List(s) if the employee requests. These employees will provide the Human Resource Office with the following information:
1. Qualifications, skills, abilities and experience of the individual as it relates to the specific job for which the employee wishes to work.
 2. The employee's availability for employment.
- 4.19.3 The names listed on the Casual Employment Call Lists will be in order of seniority/service from the previous June 30th seniority list. The qualified employees/persons will be called in that order. In the event of unavailability, the next employee/person on the Casual Employment Call List will be called.
- 4.19.3.1 Employees/persons with a break in service as per article 6.2.2 may have their names removed from the Casual Employment Call List. If left on the list, they will be considered to have no seniority/service when the order to call is determined.

- 4.19.3.2 Casual employees who have worked, or will work, a full-time equivalent or more in an academic/fiscal year may not be recalled by the employer if there are other qualified employees that work less than full-time equivalent to do the work.
- 4.19.3.3 Casual employees may not be recalled if it results in an overtime situation.
- 4.19.4 Casual employees shall be appointed pursuant to the appointment procedure and will be moved in-scope as stated under article 2.
- 4.19.5 Casual employees will be paid as per appendix A of the collective agreement.
- 4.19.6 Seniority for Employees Retaining Casual Status
- 4.19.6.1 Notwithstanding article 7.2.2, an employee in one or more on-going or end-dated position(s), and who voluntarily vacates all of the aforementioned position(s), while electing to maintain employment with **Saskatchewan Polytechnic** on the Casual Employment Call List such that the employee's only status is that of a casual employee, shall continue to be able to utilize their seniority for use in employment competitions including but not limited to seniority consideration, placement and vacation entitlement.
- 4.19.6.2 The employee will lose the balance of their sick leave accrual upon election to remain on the casual list only.
- 4.19.6.3 Such employee will not be eligible to utilize their former years of service for the purposes of severance calculations.

ARTICLE 5 SENIORITY

- 5.1 Definition of Seniority
- 5.1.1 Seniority is defined as the total length of service in the bargaining unit. Such seniority shall include all paid days of employment.
- 5.1.2 For seniority purposes two hundred and sixty (260) working days shall equal one (1) year; employees cannot earn more than that total in one (1) year.
- 5.1.2.1 Employees cannot earn more than one (1) day's seniority for the same calendar day.
- 5.1.3 All employees transferred to **Saskatchewan Polytechnic** on January 1, 1988, will be credited with accumulated days of seniority acquired while employed by the Public Service of Saskatchewan and

the urban community colleges and the Advanced Technology Training Centre.

5.2 Credit for Seniority

5.2.1 All employees within the scope of this agreement shall after successful completion of initial probation be credited with seniority from their date of employment.

5.3 Seniority List

5.3.1 The employer shall post seniority lists on **mySaskPolytech** and send to the union an up-to-date seniority list by September 30th of each year. Employees will be notified via e-mail that the list has been posted. Such a list will include the accrued seniority of each employee up to June 30th.

5.3.2 The employer will prepare a seniority list showing all employees' names, the date upon which the employee's service commenced and the total length of service for each employee. An employee who has not passed probation will be designated as probationary on the seniority list. Seniority will be credited after the successful completion of the initial probationary period. A casual employee's service will become part of the total service when the casual employee achieves part-time employment status as per article 2. The initial probationary period will be set out in article 6.

5.3.3 The seniority list, as calculated to June 30, 1991, shall be conclusive for all purposes for seniority acquired by an employee prior to June 30, 1991 and shall not be subject to any challenge. Any in-scope employee missed in that process that has service prior to June 30, 1991, will have their seniority previous to June 30, 1991 calculated on the basis of the letter of understanding contained in appendix D-2, D-3 and/or D-4 of the July 1, 1997 to June 30, 2000 collective agreement.

5.3.4 The seniority list of June 30, 1991, as ratified by the parties, shall be considered part of this collective agreement.

5.3.5 In those cases where seniority is identical, the employee's start date will be the deciding factor. The employee with the earlier start date will be judged to be more senior. Ties will be broken by a mutually agreed upon process. A union observer will be present during this process.

5.3.6 The seniority from the previous June 30th will be utilized to establish the ranking order of employees on the Casual Employment Call List.

5.3.7 An employee who is subsequently re-employed after a break in service shall, after five (5) years of continuous service, be credited with the

employee's previous **Saskatchewan Polytechnic** service for seniority purposes upon written application to the union by June 30th of the appropriate year. Applications will only be deemed received when all supporting documentation has been received. Any approved seniority reinstatement will be effective on January 1st following the date which the employee applied.

5.3.7.1 An employee who has had a break in service as a result of resigning and accepting severance or accepting the Succession Planning Incentive Plan will not be eligible to utilize article 5.3.7.

5.4 Seniority on an Out-of-Scope Appointment

5.4.1 An employee within the scope of this agreement who is appointed to an out-of-scope position on temporary performance of higher duties under article 10.10 shall count that time as seniority.

5.4.2 An employee within the scope of this agreement who is appointed to an out-of-scope assignment who subsequently applies for, and is appointed to, an in-scope position shall have the employee's previous bargaining unit service recognized as seniority. Seniority will be credited for in-scope service only as per article 5.3.7 above.

5.4.3 If an out-of-scope employee's position is negotiated in-scope, the employee will be credited with seniority for all service from the position brought in and all previous service in an in-scope position.

5.5 Loss of Seniority

5.5.1 Seniority shall be broken by reason of:

- a) resignation;
- b) termination without reinstatement;
- c) after thirty-six (36) months on the re-employment list;
- d) appointment to an out-of-scope position other than when on TPHD or when on a leave.

5.6 Seniority Challenge

5.6.1 Each employee shall have the right to challenge the seniority credited, within thirty (30) days of the posting of the list. Should an employee consider that the seniority credited to the employee is incorrect, then the employee must provide satisfactory proof of the error. Where satisfactory proof of an error is provided, the error will be corrected.

Such challenges should be forwarded to the local Human Resource Office.

5.6.1.1 Employees shall utilize the Seniority Challenge Form posted on **mySaskPolytech** or obtainable from HR upon request, if they intend to challenge their seniority under this article.

5.6.2 An employee cannot challenge seniority calculations that are more than five (5) years old.

5.6.3 If, in the course of regular business (staffing, bumping, etc.), the employer/union discovers a mistake in the seniority list, the correct seniority will be utilized as determined in consultation with the union/employer, to complete the action. The seniority list on **mySaskPolytech** will then be corrected.

5.7 Seniority Calculation

5.7.1 Seniority for employees who work part-time will be calculated on the pro-rated basis.

5.7.2 Seniority for all other employees will be calculated on the basis of one (1) day's seniority for each working day.

5.8 Seniority Acquired Under Other Agreements

5.8.1 When bargaining units or parts of units are transferred/devolved through government/employer re-organization, employees being transferred will be credited with full seniority earned in their previous bargaining unit.

ARTICLE 6 PROBATION

6.1 Assessment While on Any Probation

6.1.1 Since probation is the final step in the selection process, the following procedure will be followed as a minimum in the evaluation process.

- a) Performance requirements established by the employer will be communicated to the employee, in writing, at the outset and discussed during the employee's probationary period. Performance requirements will be established based on the classification specifications and the job descriptions and will include the responsibilities, qualifications, skills, abilities and experience appropriate to the job.
- b) The immediate supervisor shall evaluate performance by direct observation on at least two (2) different occasions

- c) Two (2) written performance assessments will be completed for each employee during the probationary period. Performance assessments will be conducted at two (2) and five (5) months in the case of a six (6) month probationary period (130 working days) and five (5) and eleven (11) months in the case of a twelve (12) month probationary period (260 working days).
- d) Performance assessments will be discussed with the employee and shall be signed by the employee to indicate awareness of the assessment. Employees will be advised whether they have successfully completed the probationary period. A current job description is required when the final probationary review is complete.
- e) Prior to agreement to extend a probationary period, in accordance with article 6.2.3, the employer will meet with the employee and provide written expectations required of the employee in order to pass probation.

In all cases, the employee will be given a copy of any performance assessment.

6.1.2 Upon successful completion of any probationary period the employee shall be informed of their status in writing.

6.2 On Initial Employment

6.2.1 All employees, upon initial employment, shall serve a probationary period for the period of 6 months (pay band 1-3), or 12 months (pay bands 4-10) as appropriate for the position they were initially hired for. The period may be extended in accordance with article 6.2.3.

6.2.1.1 The employee's initial probationary period must include at least 3 months in an ongoing or end-dated position.

6.2.2 Employees shall serve the probationary period 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.

6.2.3 The employer may request, from the campus committee chair, an extension no later than two (2) weeks prior to the expiration of the probationary period and shall include written reasons for the request. The length of extension shall be a matter for negotiation, up to a maximum length of three (3) months.

6.2.4 Should the employer decide to terminate the employee, the employee will be given the reasons, in writing, prior to termination. The

employee will be given an opportunity to respond, and if necessary, to engage the grievance procedure contained in the collective agreement.

6.2.5 A probationary employee who does not successfully complete the initial probationary period shall be terminated.

6.3 Promotion While on Initial Probation

6.3.1 A probationary employee who has been promoted shall serve a probationary period as stipulated in article 6.2.1. A probationary employee who does not successfully complete the probationary period of the promotion shall revert to the position held prior to the promotion, or by mutual agreement the employee may revert to a similar position, at the same step in the salary range, subject to any increments that would have been earned had the promotion not taken place. In either case, the employee will be required to serve out the remainder of the initial probationary period for the original position.

6.4 Demotion While on Initial Probation

6.4.1 A probationary employee who demotes will continue with the initial probationary period from the position which they came. If the employee fails the initial probationary period, the employee shall be terminated.

6.5 New Appointment While on Initial Probation

6.5.1 An employee on initial probation, who accepts a new appointment where the duties and responsibilities are the same shall complete the probationary period for the new position minus service in the original position.

6.5.2 An employee on initial probation, who accepts a new appointment where the duties and responsibilities are significantly different from the employee's previous position may be required to complete a full initial probationary period in the new position.

6.6 Permanent Employee on Promotion

6.6.1 A permanent employee who has been promoted shall serve a probationary period as stipulated in article 6.2.1. A permanent employee who does not successfully complete the probationary period shall revert to the position held prior to the promotion or by mutual agreement the employee may revert to a similar position at the same step in the salary range, subject to any increments that would have been earned had the promotion not taken place

- 6.6.2 A permanent employee displaced through article 6.9.1 shall also have the right to revert to the employee's former position at the employee's former step in the salary range, subject to any increments that the employee would have received, had the employee remained in that position. If no former position is available, the employee shall have the right to utilize article 7.
- 6.6.3 A permanent employee, during the probationary period, may request, and the employer may approve, to revert to the employee's former position at the employee's former rate of pay.
- 6.7 Permanent Employee on New Appointment
- 6.7.1 A permanent employee who accepts a new appointment where the duties and responsibilities are the same shall not be required to complete a probationary period.
- 6.7.2 A permanent employee who accepts a new appointment where the duties and responsibilities are significantly different from the employee's previous position may be required to complete a probationary period as stipulated in article 6.2.1. Should the employee be unsuccessful in completing this probationary period, the employee shall revert to the previous position or, by mutual agreement, a position equivalent to the previous position or, if neither of the former is available, utilize article 7.
- 6.7.3 A permanent employee, during the probationary period, may request, and the employer may approve, to revert to the employee's former position at the employee's former rate of pay.
- 6.8 Permanent Employees on Demotion
- 6.8.1 No probationary period shall be required of a permanent employee who demotes.
- 6.9 Permanent Employees on Bumping
- 6.9.1 No probationary period shall be required of an employee who bumps. However, the employee may serve a trial period as specified in article 7.4.1 h).
- 6.10 Permanent Employees from Re-employment List
- 6.10.1 No probationary period shall be served by an employee with seniority who is re-employed in a position equal/similar to a position in which the employee formerly held permanent status.

6.11 Leave While on any Probation

6.11.1 When a leave of more than fifteen (15) working days has been taken during probation, permanent employment may not be affected until the employee has served the full probationary period successfully.

ARTICLE 7 LAY-OFFS

7.1 Consultation Process

7.1.1 The employer is committed to an open, cooperative approach to its staff and as such recognizes the value of consultation. It is understood this consultation is intended as a courtesy and is not intended to prevent or restrict the employer from managing. When circumstances permit, should the employer plan to abolish positions or lay-off ongoing full-time or part time employees the following procedure will be undertaken:

- a) the union will be notified ninety (90) days in advance of the job abolishment/lay-off and informed of **school, department, or** programs affected.
- b) within seven (7) days of receipt of such notification the employer and the union will meet to discuss circumstances and implications of the planned lay-offs.
- c) along with the notice of lay-off, the employer shall advise the employee in writing of their options as outlined in article 7.6.
- d) an employer representative will meet with the senior laid off employee within five (5) working days of receipt of employee's notice of intent to bump as per article 7.5.1.

7.2 Method of Lay-off

7.2.1 When reducing staff, employees shall be laid-off in the reverse order of their seniority within the classification, program/department, locale, discipline or specialty affected, provided the employees retained have the demonstrated competence (and where required by an external governing body for purposes of program accreditation, specific qualifications) or has the qualifications, skills, abilities and experience to perform the work required or can be expected to perform the work required within a period not exceeding three (3) months.

7.2.1.1 If a workplace reduction is necessary, the union (and where appropriate the employees) will be consulted in order to determine solutions that provide as many viable options as possible in order to minimize potential

lay-off. Viable options may be available to all employees in the affected program/department that may include, but are not limited to, voluntary lay-off (article 7.2.2), job share, leave of absences, retraining, secondments, and/or retirement.

7.2.2 Voluntary Lay-off

7.2.2.1 An employee may request to be laid-off, and if granted, shall resign and receive severance pay as per article 10.16 and access Career Assistance Options in article 10.17.

7.3 Notice of Lay-off

7.3.1 Permanent employees who are laid-off from ongoing positions shall be given not less than ten (10) weeks' notice or pay in lieu of. For end-dated assignments the notice period shall be the time remaining in the assignment, or ten weeks, whichever is lesser, or pay in lieu thereof. Calculation of pay in lieu of notice will be as per article 10.11.

7.3.1.1 Notice of lay-off shall be deemed to have been given if a definite term is stated at the commencement of the period of employment.

7.3.2 Days worked during the notice period will be in accordance with the needs of the employer to a maximum of a full-time equivalent, except, however, the employer may, at its discretion, reduce the number of days assigned during the notice period.

7.3.2.1 The notice period shall be deemed to have ended if an employee is placed in a new assignment, either through a bump or an appointment.

7.3.3 Employees on initial probation who have worked on at least one (1) occasion shall be given fifteen (15) calendar days' written notice of lay-off and severance of employment.

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

7.4 Bumping Requirements and Conditions

- 7.4.1
- a) A permanent employee who is laid off or bumped may exercise accumulated seniority to bump provided the employee has the demonstrated competence or the qualifications, skills, abilities and experience to perform the work required.
 - b) **Saskatchewan Polytechnic** Administrative Offices will be a separate locale for bumping purposed.
 - c) An employee in two (2) or more part-time assignments, who has a thirty (30) percent reduction of their total assignment, may bump.

The employee in bump mode may maximize their employment up to and including full-time status; this may include bumping into more than one (1) position. Upon successful completion of the bumping process, when maximizing their employment, the employee will resign from any remaining assignments to ensure not to exceed full-time status.

- d) A full time employee in bump mode may maximize their employment up to and including full time status; this may include bumping into more than one (1) position. Upon successful completion of the bumping process, when maximizing their employment, the employee will resign from any remaining assignment to ensure not to exceed full time status.
- e) Employees on a definite leave appointed to a position with a definite term will not be allowed to bump at the end of the assignment.
- f) Employees posted as an incumbent are not eligible to bump unless they are successfully challenged by a more senior employee.
- g) There will be no bumping to or from temporary vacancies as defined in article 1.48.
- h) Employees who bump may serve a trial period of 80 working days when bumping into a position in a higher pay band than the position they are bumping from. An employee may be returned to the bumping process if:
 - 1) the employer finds the employee demonstrably unable to perform the duties of the position or;
 - 2) the employee so elects.

7.5 Notice of Intent to Bump

7.5.1 The laid-off employee who intends to exercise rights under this article must indicate such intention in writing utilizing the “Bumping Election Form” to the employer within seven (7) calendar days following receipt of the notice of being bumped or laid-off or notified that the employee has been successfully challenged by a more senior employee when posted as an incumbent. A current resume, or a completed **Saskatchewan Polytechnic** Application for Employment must be attached to the “Bumping Election Form.” If the current resume or **Saskatchewan Polytechnic** Application for Employment is not attached to the “Bumping Election Form,” the “Bumping Election Form”

will not be accepted and the employee will be placed on the re-employment list.

7.5.2 For an employee who is working a definite term of employment, the seven (7) days begins on the first (1st) day of the last **ten (10) weeks** prior to the expiration of the employee's term of employment. The Human Resource office, at each campus, will provide the employee with the options outlined in article 7.6 with the employee's letter of offer.

7.6 Options for the Bumped or Laid-off Permanent Employee

7.6.1 A permanent employee who is laid-off or bumped may elect one (1) of the following four (4) options:

- a) to bump, if eligible, in accordance with article 7.4 and 7.7.
- b) to be placed on a re-employment list and have rights in accordance with article 4.
- c) to resign from all positions in the bargaining unit and take severance pay in accordance with article 10.16 and access Career Assistance Options in article 10.17, if the employee does not have an opportunity to remain as the incumbent in their current assignment(s).
- d) to access retirement programs currently in place.

The campus chair will be notified in writing as to which option the employee chooses.

7.6.2 A probationary employee that receives notice of lay-off may elect one of these options if the employee's status will be permanent on or before the last day of the employee's notice period.

7.6.3 Any employee in an ongoing position appointed to an end-dated position as a result of a competition will not be eligible to resign and accept severance at the end of that position or subsequent end-dated positions.

7.6.4 Any employee in an ongoing position appointed to an end-dated position who does not request a definite leave from their former position, will not be allowed to bump at the end of the assignment. Applications for leave in order to assume an end-dated assignment will not be unreasonably withheld.

- 7.7 Bumping Process
- 7.7.1 Procedure
- 7.7.1.1 The employer shall notify the employee and the union of the time, place and date of the bump meeting subject to the availability of the employee and the union. The employee and the union, or the union if designated by the employee, shall be available to meet with the employer within five (5) working days of the employer being able to meet.
- 7.7.1.1.1 The employee and the union shall bring all additional requested relevant information forward at the bumping meeting. This will include the employee's preferred work pattern.
- 7.7.1.1.2 The employer will determine available bumping options in consultation with the union and the employee. Every effort should be made to resolve problems through dialogue at the local level prior to going to a bump dispute. All parties will make pertinent information available to assist in resolving the issue at a local level. The employer shall provide their written rationale for the denial of any positions identified as potential bump options.
- 7.7.1.2 Evaluation of Qualifications, Skills, Abilities and Experience
- 7.7.1.2.1 In evaluating the qualifications, skills, abilities, experience and/or demonstrated competence the employer shall do so in a way that is bona fide, fair, reasonable, non-arbitrary and non-discriminatory. The employer shall not act in a manner such as to circumvent the legitimate role of seniority when applying the above criteria.
- 7.7.1.2.2 When the employee in bump mode does not fully meet the demonstrated competence of a vacant position, the employer may, on a without prejudice basis, fill the position with the bumped or laid off employee who does not meet the position's prerequisites in a timeframe identified by the employer.
- Employees that do not meet the required objectives within the specified timeframe, will be eligible for options 7.6.1 b) and c).
- 7.7.2 Mandatory Order
- 7.7.2.1 Accumulated seniority shall be applied to bump as follows:
- a) Bump into an existing position, any program/department, same pay band for which the employee is qualified, own locale which has been or will be posted but is not yet filled at the date of the employer's receipt of the employee's election to bump, subject

to challenge from more senior employees on the re-employment list, own locale.

- b) Bump into an existing position, any program/department, higher pay band for which the employee is qualified, own locale which has been or will be posted but is not yet filled at the date of the employer's receipt of the employee's election to bump, subject to challenge from more senior employees on the re-employment list, own locale.
- c) Bump an employee with less seniority, any program/department, same pay band in a position for which the bumper is qualified, own locale.
- d) Bump an employee with less seniority, any program/department, higher pay band in a position for which the bumper is qualified, own locale.
- e) Bump an employee with less seniority or a vacancy, any program/department, lower pay band in a position for which the bumper is qualified, own locale. The less senior employee or vacancy will be determined based on the next lower pay band. If there is no employee or vacancy in the next lower pay band the employer will then utilize the next lower pay band. This process will continue until a bump offer has been made or it has been determined that there is no bump option for the employee.
- f) By mutual agreement of the union, the employee and **Saskatchewan Polytechnic**, an employee may be able to bypass article 7.7.2.1 (c), (d) and (e) to choose article 7.7.3.1 (a), (b), (c) or (d).

A position shall be deemed filled on the date a written offer is made to the successful applicant.

7.7.3 Optional Process

7.7.3.1 If no position is obtained as a result of 7.7.2.1 (a), (b), (c), (d) and (e) the employee may elect one (1) of the following options:

- a) To be placed on the re-employment list and have rights in accordance with article 7.9.
- b) To resign and take severance pay in accordance with article 10.16 and access Career Assistance Options in article 10.17.
- c) To access retirement programs currently in place.

- d) To bump into an existing position, any program/department, any pay band for which the employee is qualified, other locale (employee chooses locale) which has been posted but is not yet filled at the date of the employer's receipt of the employee's election to bump subject to challenge from more senior employees on the re-employment list, any program/department, other locale. A position shall be deemed filled on the date a written offer is made to the successful applicant.
- e) To bump an employee with the least seniority, any program/department, any pay band in a position for which the employee is qualified, any locale (employee chooses locale).

7.7.4 If an employee in consultation with **Saskatchewan Polytechnic** is not successful in bumping during the optional process (article 7.7.3), the employee will be placed on the re-employment list or may resign and receive severance pay or access retirement programs currently in place. Notification that the bumping process has been exhausted shall be in writing. The date the employer issues such written notification is the effective date.

7.7.5 An employee will have five (5) working days to consider the formal offer of a position made as a result of exercising the employee's mandatory bumping rights. The five (5) day period shall be deemed to have commenced at 4:00 p.m. of the day that the offer is made or at the end of the employee's work period on the day the offer is formally made, whichever is later. If the employee does not respond within the five (5) day period, it will be deemed that the employee has chosen to exercise their rights under article 7.7.3.1 (a).

7.7.6 Every effort will be made to complete the bumping process for an employee before the employee's lay-off date, but in no event will the employee be retained in the position beyond this date, however, the employee will continue to be paid until it has been determined whether the employee has a bumping option.

7.7.7 The effective date of a bump is usually the end of the notice period, but the employer may, at its discretion, bump the employee into a position before the end of the notice period.

7.8 Dispute Resolution Process for Bumping

7.8.1 Procedure

7.8.1.1 If the employee disputes the rationale for being bumped into a position or has been denied a bump, the following process will apply:

- 7.8.1.2 Within seven (7) days of written notification of the decision the campus chair or designate, after consulting with the steward and the bargaining unit chair, may lodge a complaint on behalf of the employee.
- 7.8.1.3 An arbitrator/adjudicator, agreed to by **Saskatchewan Polytechnic** and the union, shall be appointed, immediately on receipt of the complaint.
- 7.8.1.4 Within seven (7) days of receiving the complaint, the arbitrator/adjudicator will hear the matter, and shall, within three (3) working days, provide a written decision based on the facts presented.
- 7.8.1.5 When a complaint has been lodged, **Saskatchewan Polytechnic** will not make an appointment prior to receiving the decision of the arbitrator/adjudicator.
- 7.8.1.6 The parties agree that only one (1) complaint may be lodged by an employee regarding any given bump.
- 7.8.1.7 The parties will develop a list of agreed to arbitrators/adjudicators for this process.
- 7.8.2 Participants in the Process
 - 7.8.2.1 The employee shall have the benefit of representation by the union, and **Saskatchewan Polytechnic** shall have the benefit of representation by the Human Resource Office. Legal counsel may be used by either party.
 - 7.8.2.2 The employer shall allow leave without loss of pay for the employee and one (1) elected union representative for hearings under article 7.8.
 - 7.8.2.3 The arbitrator/adjudicator shall have the authority to establish the general procedure to be followed at the hearing of the matter.
 - 7.8.2.4 The decision of the arbitrator/adjudicator under this procedure shall be final and binding on the parties and upon any employee(s) affected by the final decision of the arbitrator/adjudicator.
- 7.8.3 Admissible Precedents
 - 7.8.3.1 The parties agree that submissions of precedent shall be limited to four (4) cases.
- 7.8.4 Expenses
 - 7.8.4.1 The fees and expenses of the arbitrator/adjudicator and any other common expenses shall be shared equally by both parties.

- 7.8.5 Conclusion of Dispute Resolution
- 7.8.5.1 Any complaint lodged with the arbitrator/adjudicator, during the term of this procedure, will be processed through to conclusion except when the employer and union agree to terminate the process.
- 7.9 Re-Employment List
- 7.9.1 Establishment of List
- 7.9.1.1 The employer shall establish and maintain one (1) re-employment list. The list shall include the names, addresses, classification and seniority of the following employees:
- a) who are laid-off from a full-time or part-time assignment and have not elected to resign and take severance pay.
 - b) who have returned from an indefinite leave of absence.
 - c) who have been bumped.
- 7.9.2 Removal from Re-employment List
- 7.9.2.1 Employees shall have their names removed from the re-employment list:
- a) if appointed to a full-time or part-time assignment with the employer.
 - b) At the expiration of thirty-six (36) consecutive months.
- 7.9.3 Notification of Current Address
- 7.9.3.1 Employees shall be responsible for keeping the employer notified of their current address.
- 7.9.4 Rights While on the Re-employment List
- 7.9.4.1 Permanent employees who are laid off may have their names placed on the re-employment list for a period of thirty-six (36) calendar months from the date of lay off. Such employees may, while on the re-employment list, elect to resign and be paid severance pay in accordance with article 10.16 if the employee did not have an opportunity to remain as incumbent in their former assignment, and access Career Assistance Options in article 10.17. Employees on the re-employment list will be expected to apply for job postings of the campus.
- 7.9.4.1.1 When an employee elects to be placed on the re-employment list, the employee may immediately start to challenge bumps into vacant

positions or postings with an incumbent even though the employee may still be working during the employee's notice period.

7.9.4.2 A permanent employee who has been laid-off from an ongoing position or bumped may opt to resign, collect severance pay as per article 10.16 and access Career Assistance Options (article 10.17) at any time prior to accepting a re-employment option.

7.9.5 Challenge from the Re-employment List

7.9.5.1 An employee on the re-employment list may challenge a vacancy which has been designated as a bump by applying for the position posted. If the challenger is successful, the challenger will be appointed to the position and the bumper will proceed to the other bumping options.

ARTICLE 8 TECHNOLOGICAL CHANGE

8.1 For the purpose of this agreement, "technological change" shall mean:

- a) the introduction by the employer into the employer's work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the employer in the operation of the work, undertaking or business;
- b) a change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material; or
- c) the removal or relocation outside of the appropriate unit by an employer of any part of the employer's work, undertaking or business.

8.2 When the employer proposes to effect a technological change that is likely to affect the terms, conditions or tenure of employment of a significant number of employees the employer shall give notice of the technological change to the union and to the Minister at least ninety (90) days prior to the date on which the technological change is to be effected.

8.3 The notice mentioned in article 8.2 shall be in writing and shall state:

- a) the nature of the technological change;
- b) the date upon which the employer proposes to effect the technological change;
- c) the number and type of employees likely to be affected by the technological change;

- d) the effect that the technological change is likely to have on the terms and conditions or tenure of employment of the employees affected; and
- e) such other information as the Minister may by regulation require.

8.4 The Minister may by regulation specify the number of employees or the method of determining the number of employees that shall be deemed to be "significant" for the purpose of article 8.2.

8.5 Where the union alleges that an employer has failed to comply with article 8.2, and the allegation is made not later than thirty (30) days after the union knew, or in the opinion of the Labour Relations Board ought to have known, of the failure of the employer to comply with article 8.2, the Labour Relations Board may, after affording an opportunity to the parties to be heard, by order:

- a) direct the employer not to proceed with the technological change for such period not exceeding ninety (90) days as the Board considers appropriate;
- b) require the reinstatement of any employee displaced by the employer as a result of the technological change; and
- c) where an employee is reinstated pursuant to clause (b), require the employer to reimburse the employee for any loss of pay suffered by the employee as a result of the employee's displacement.

8.6 Where the union makes an allegation pursuant to article 8.5, the Labour Relations Board may, after consultation with the employer and the union, make such interim orders under article 8.5 as the Labour Relations Board considers appropriate.

8.7 An order of the Labour Relations Board made under clause (a) of article 8.5 is deemed to be a notice of technological change given pursuant to article 8.2.

8.8 Where the union receives notice of a technological change given, or deemed to have been given, by an employer pursuant to article 8.2, the union may, within thirty days from the date on which the union received the notice, serve notice on the employer in writing to commence collective bargaining for the purpose of revising the existing provisions of the collective agreement that relate to terms and conditions or tenure of employment, or for including new provisions in the collective agreement relating to such matters, to assist the employees affected by the technological change to adjust to the effect thereof.

- 8.9 The Labour Relations Board may, upon application by an employer, make an order relieving the employer from complying with the requirement of the notice served under article 8.8 or denying the union the right under article 8.8 to serve on the employer a notice to commence collective bargaining where the Labour Relations Board is satisfied that:
- a) the employer has given to the union a notice in writing in accordance with article 8.2;
 - i) prior to the day on which the employer and the union entered into the collective agreement by which they are bound; or
 - ii) not later than the first date on which either party to a collective agreement could give notice in writing to terminate or negotiate a revision of the agreement under The Saskatchewan Employment Act;
 - b) the collective agreement between the employer and the union contains provisions specifying procedures by which any matters that relate to terms and conditions or tenure of employment likely to be affected by a technological change may be negotiated and finally settled during the term of the agreement.

8.10 Where the union has served notice to commence collective bargaining under article 8.8, the employer shall not effect the technological change in respect of which the notice has been served unless:

- a) the Labour Relations Board has made an order under article 8.9 relieving the employer from the requirement of bargaining collectively with the union;
- b) an agreement has been reached as a result of collective bargaining; or
- c) the parties have bargained collectively but have failed to enter into or revise the collective bargaining agreement and the Minister has been served with notice in writing informing said Minister of such failure, as per The Saskatchewan Employment Act.

8.11 Where the parties do not reach agreement within sixty (60) days after the date on which the union has received notification from the campus of its intention of introduction of a change, the matter may be referred to an expedited arbitration process for purposes of a decision. Within seven (7) days a decision shall be rendered. Technological change shall not

be introduced by **Saskatchewan Polytechnic** until such decision is rendered. Such a decision will be final and binding on both parties.

8.12 Where new skills are required by the affected employees, said employees shall, at the expense of **Saskatchewan Polytechnic**, be given a reasonable period of time, without reduction of hours or rates of pay and corresponding adjustments to workloads during which time they may acquire the necessary skills required by such technological change. Where such employee successfully completes training or upgrading or instruction **Saskatchewan Polytechnic** shall provide Prior Learning Assessment and/or certification to validate the acquired skills at no cost to the employee.

8.13 An employee who is displaced from their job as a result of technological change under this article, shall have the right to bump in accordance with article 7.

ARTICLE 9 HOURS OF WORK

9.1 Hours of Work Category 1 – Regulated Thirty-six (36) Hours

9.1.1 Work Pattern 1: Regulated Thirty-six (36) Hours, 5/4

Employees shall work a five/four (5/4) work pattern which consists of nine (9) - eight (8) hour days in a two (2) week period, Monday through Friday. The administrative guidelines for this work pattern are:

- a) the five/four (5/4) pattern shall be drawn up once yearly.
- b) employees shall work core hours which are: Monday through Friday from 8:30 am to 4:00 pm.
- c) employees shall not start earlier than 7:30 a.m. and finish work no later than 5:00 p.m.
- d) employees shall take a minimum of one-half (1/2) hour lunch break between 11:00 a.m. and 2:00 p.m.
- e) employees in this work pattern receive one (1) earned day off (EDO) every two (2) weeks and may bank fifteen (15) EDO's annually by mutual agreement. All agreements will be documented in writing. The employer shall allow up to five (5) and may allow up to all banked EDO's to be taken in conjunction with the employee's annual vacation.
- f) an employee may request, and the employer may approve, carryover of earned days off to a maximum of fifteen (15) per fiscal year. Any earned days off carried over and not used by

September 30th in each year shall be paid out at straight time unless an employee is directed by management to work, in which case these days will be compensated for at overtime rates in accordance with article 9.4.4 b) **and c)**. Upon agreement between the employee, union and the employer, the date may be extended to December 31st of the same year.

- g) an employee's earned day off may be moved to another day by mutual agreement. Requests by either party that are denied shall result in the earned day off being taken as scheduled. All agreements will be documented in writing.
- h) any authorized work performed by an employee on the employee's scheduled earned day off will be overtime and shall be compensated for at the applicable overtime rates as per articles 9.4.2 and 9.4.4 b) **and c)**.
- i) subject to article 9.1.1, should a scheduled earned day off fall on a designated statutory holiday **or a family development day**, the following work day shall be assigned in lieu or by mutual agreement be rescheduled to another mutually agreed day.
- i) 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.
- j) all earned days off shall be on Fridays and Mondays unless changed by mutual agreement subject to the conditions outlined in article 9.1.1.
- k) while on sick leave or vacation leave, the number of days charged against the employee's sick or vacation leave shall not include the employee's scheduled EDO's during that period.
- l) while on sick leave the number of days charged against the employee's sick leave shall not be more than one (1) day per working day.
- m) earned days off shall not alter the employee's regular days of rest, but shall be scheduled adjacent thereto.
- n) when an employee is authorized or directed to attend a training course that does not involve a leave of absence and falls on the employee's earned day off, the earned day off will be rescheduled to another mutually agreed day or banked by mutual agreement.

- o) employees on an approved leave with or without pay shall resume their normal work cycle when they return to work.
- p) New employees shall be granted a full earned day off during their first 5/4 work cycle.

9.1.2 Work Pattern 2: Regulated Thirty-six (36) Hours, Modified

Notwithstanding article 9.1.1, the employer, in consultation with the union, may modify employee hours of work in the following fashion by modifying:

- a) daily on duty and off duty times for each shift.
- b) length of time to be spent on each tour of duty.
- c) order of rotation through various tours of duty.
- d) regular scheduled days of rest.
- e) fixed tours of duty.

The foregoing modifications must be in accordance with article 9.1.1 e) to p)

9.1.2.1 If the employee's work schedule is changed significantly, the employee may request, and the employer will allow, the employee to exercise the rights under article 7.6

9.1.2.2 If a department's hours of operation are required to be extended beyond the regular hours of work (in accordance with article 9.1.1 a) to d)), the employees currently working in the department holding the highest amount of seniority will be given the priority in continuing to work within their existing regulated work pattern (i.e. Work Pattern 1 in accordance with article 9.1.1 a) to d)). This preference of work pattern given to the most senior employees within the department will be done at each campus.

9.1.3 Work Pattern 3: Special Provisions

- 9.1.3.1
 - a) notwithstanding article 9.1.1 and 9.1.2, scheduled earned days off shall be worked and accumulated at straight time rates.
 - b) periods of EDO accumulation shall be during those periods indicated by the employer.
 - c) accumulated earned days off shall be taken by mutual agreement prior to August 31st (e.g. school/scheduled breaks).

- d) any scheduled earned days off worked for the purpose of accumulation shall not be included as actual hours worked in the normal work period for the calculation of overtime.
- e) accumulated earned days off must be taken by August 31st unless an employee is directed by management to work, in which case these days will be compensated for at overtime rates in accordance with article 9.4.4 b) **and c**).

9.1.3.2 If the employee's work schedule is changed significantly, the employee may request, and the employer will allow, the employee to exercise their rights under article 7.6.

9.1.4 Work Pattern 4: Split Work Patterns

9.1.4.1 Subject to article 9.4 an employee may be scheduled to work periods of time with a break of one (1) or more hours in a twelve (12) hour period. The daily period shall not start before 7:00 a.m. and not exceed twelve (12) hours. A daily period will have no more than two (2) tours of duty.

- a) Such work patterns will be agreed upon mutually by supervisor and employee.
- b) Article 9.4.1 will apply for any evening work pattern mutually agreed upon.
- c) The foregoing modification must be in accordance with article 9.1.1.

9.1.5 Split Shift

9.1.5.1 There will be no split shifts

9.2 Hours of Work Category 2: Non-regulated One Hundred Forty-Four (144) Hours

9.2.1 Employees whose jobs require greater flexibility than provided in the preceding articles, shall work an unregulated four (4) week period consisting of one hundred and forty-four (144) hours averaged over that four (4) week period.

9.2.2 If the employee's hours of work category is changed, the employee may request, and the employer will allow, the employee to exercise their rights under article 7.6

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

- 9.2.3.1 The starting and ending dates for the twenty-eight (28) and twenty-four (24) week periods shall be agreed to at the dean/manager level.
- 9.2.4 Where there is mutual understanding for the need to work in excess of the one hundred and forty-four (144) hours in a four (4) week period such time shall be banked at straight time and taken within the twenty-eight (28) or twenty-four (24) week periods in which it was earned.
- 9.2.5 Employees shall be entitled, once a year, to designate up fifteen (15) days of banked time to be taken in conjunction with a period of vacation leave by mutual agreement.
- 9.2.6 Every possible effort shall be made by the dean/manager and the employee to ensure that the employee's work schedule allows for the banked time to be used prior to the last four (4) weeks of the twenty-eight (28) or twenty-four (24) week period. 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.
- 9.2.6.1 Where there is mutual agreement that the banked time cannot be taken during the averaging period in which it was earned, it can, by mutual consent, be carried over to the next averaging period within the same fiscal year.
- 9.2.6.2 Where the banked time cannot be taken within the same fiscal year, it may be carried over to the next fiscal year. Where an employee has not been given the opportunity to use the banked time by September 30th of that year, the employee shall be paid for all such days at the applicable overtime rates in accordance with article 9.4.4 b) **and c)**.
- 9.2.7** Applicable overtime rates shall be one and one-half (1½) times the regular rate of pay except in situations where the employee verifies that they have worked more than four hours overtime on that day; the rate shall then become double (2) time. **For the purpose of this clause overtime is applicable after twelve (12) hours worked in a day.**
- 9.2.7.1 When an employee leaves the service of the **Saskatchewan Polytechnic** the banked time will be paid out at straight time.
- 9.2.7.2 When an employee is laid off, any banked time will be paid out at applicable overtime rates in accordance with article 9.2.9.
- 9.2.7 Any days of leave, with or without pay, shall count as eight (8) hours per day for purposes of averaging.

- 9.2.8 An employee shall be considered to be on a five (5) day week for the calculation of pay and employee benefits.
- 9.3 Minimum Call Out Pay
- 9.3.1 The employer will provide 24 hours of notice of a cancelled shift or minimum call out will be paid in accordance with The Saskatchewan Employment Act.
- 9.4 Overtime
- 9.4.1 Overtime for employees on a regulated work schedule is defined as hours worked in excess of eight (8) hours in a day. All overtime shall be on a voluntary basis. All overtime performed must be authorized.
- 9.4.1.1 Employees will not be appointed to more than one (1) assignment if the combined assignment results in excess of eight (8) hours per day.
- 9.4.2 Overtime shall be paid out with the employee's regular pay. Management, on request by the employee, shall grant time off at the appropriate overtime rate in lieu of payment for overtime worked.
- 9.4.3 Time off in lieu shall be taken at a time mutually agreeable to the employee and the out-of-scope supervisor. Any time in lieu not taken by August 31st each year will be paid out at the current rate of pay.
- 9.4.4
- a) All employees will receive time and one-half (1 ½) for the first four (4) hours, double (2) time thereafter for all hours worked in excess of **eight (8)** hours on any one (1) regular work day.
 - b) All **full-time** employees will receive time and one-half (1 ½) for the first four (4) hours of authorized work performed on an earned day off (EDO) and double (2) time for all additional hours.
 - c) **All full-time employees will receive double (2) time for all hours worked on scheduled days of rest.**
 - d) **All less than full-time employees will be paid overtime for hours worked in excess of seventy-two (72) hours in a bi-weekly pay period. The rate of pay will be one and one-half (1 ½) for the first four (4) hours of authorized overtime work and double (2) time for all additional hours.**
- 9.4.5 Employees who are directed to work through normal meal hours shall receive time, up to thirty (30) minutes, for the meal when taken before or during the overtime work, but not after. Normal meal allowance shall apply. For purposes of this article, normal meal hours are 12:00 noon to 1:00 p.m. and 6:00 p.m. to 7:00 p.m.

- 9.4.6 Hours of Work Category 1 employees required to work evening overtime after 9:00 p.m. shall on request, have transportation provided to their place of residence (in the same locale) when:
- a) no public transportation is available, or
 - b) city buses are operating at intervals of one-half (1/2) hour or more, or
 - c) the employee feels in personal danger by waiting after dark or in an unsafe area to catch a bus

9.5 Rest Periods

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

ARTICLE 10 PAY ADMINISTRATION

10.1 Rates of Pay

- 10.1.1 The rates of pay contained in appendix A attached to and forming part of this agreement, shall be the rates paid to the employees occupying positions allocated to the appropriate pay bands.

- 10.1.2 The employer agrees to recognize the principle of equal pay for work of equal value regardless of the sex of the employee.

- 10.1.3 Co-op students will be paid a training rate of 80% of the appropriate pay band rate.

10.2 Pay Periods

- 10.2.1 All employees shall be paid bi-weekly, on Friday.

- 10.2.2 All employees will receive their pay and travel expense claim by direct electronic deposit to the bank or Credit Union of their choice.

- 10.2.3** Employees will receive notification of statement of earnings on **mySaskPolytech**. Upon request, employees who do not have access to **mySaskPolytech** shall receive a statement showing the gross amount earned, itemized deductions there from and the net amount payable.

10.3 Emergency Advances

- 10.3.1 An employee may receive an emergency salary advance. The employee will make application for an advance to the human resource consultant. Subject to approval by the human resource consultant,

and provided the employee has requested the advance before noon, the employee will receive the advance on the day following the date of application. The advance will not be more than the net amount payable for that pay period.

10.4 Annual and Semi-Annual Increments

10.4.1 All probationary and permanent employees shall receive **annual step increments, within their band as per this article. An employee will be entitled to an annual increment only once per twelve (12) month period, except as per article 10.4.2.2. This increment shall be effective the next pay period.**

10.4.2 An employee will be entitled to the annual increment in the employee's pay **band** on the employee's annual increment date provided that the employee has been authorized and has reported for work a minimum of two hundred (200) working days since the employee's last increment. **This increment shall be effective the next pay period.**

10.4.2.1 **Where an employee has not worked the equivalent of two hundred days prior to his/her annual increment date, it shall be adjusted to the day following the completion of the equivalent of two hundred (200) days. This increment shall be effective the next pay period. The next two hundred (200) day period will commence the day following the completion of the previous two hundred (200) day period. This increment shall be effective the next pay period.**

10.4.2.2 Employees in pay bands 1-3 will be entitled to a semi-annual increment up to and including step 3, **and annually thereafter**, in the employee's pay **band** provided that the employee has been authorized and has reported for work a minimum of one hundred (100) working days since the employee's last increment. **This increment shall be effective the next pay period.**

10.4.3 When an employee returns to work after a leave of absence without pay, or lay-off, the employee will be credited with all service before the leave of absence or lay-off. Having achieved the required accumulation, the employee shall receive an increment.

10.4.3.1 When an employee returns to work after a leave of absence without pay for maternity, paternity, adoption or guardianship purposes, the employee will be credited with all service before and during the leave of absence for the purpose of earning increments.

10.4.4 For the purpose of article 10.4, days paid for sick leave, personal leave, holidays, vacation, workers' compensation, leave with pay and union business leave shall be regarded as service. An earned day off shall be counted as a day of service.

10.5 Pay on Promotion

10.5.1 Except as described elsewhere in the collective agreement, on promotion, an employee's rate of pay shall be adjusted to the minimum of the new range except that the rate will not be less than one full step above the employee's salary on date of application in a reclassification situation, or date of appointment in an appointment situation and not more than the maximum of the new range. If the assignment produces a rate between two (2) steps in the range of the higher paid position, the salary shall be adjusted to the higher of these two (2) rates then an additional step shall be added if the employee is not at the maximum step.

10.5.2 A permanent employee who is promoted and fails the probation shall revert to the position held prior to promotion or by mutual agreement the employee may revert to a similar position. The rate of pay in the position will be adjusted upwards based on any increments which would have been earned had the employee not been promoted.

10.6 Pay on Demotion

10.6.1 When a permanent employee is demoted, the rate of pay for the new position shall be as follows:

10.6.1.1 Involuntary: If the rate of pay received in the previous position was more than the maximum rate of the new position, the employee will be red-circled for two (2) years, at which time the employee shall receive the maximum of the new pay band.

10.6.1.2 Involuntary: If the rate of pay received in the previous position falls within the pay band of the new position, the new rate will be the former rate received or if no such rate exists, the next higher step.

10.6.1.3 Voluntary: If the rate of pay received in the previous position was more than the maximum rate of the new position, the new rate shall be the maximum of the new position.

10.6.1.3.1 If the employee's existing rate falls between two steps on the new pay band, it shall be adjusted to the lower step.

10.7 Pay on Lateral Movement

10.7.1 Where as a result of a competition, an employee accepts a position in the same pay band as their previous pay band, their rate of pay shall be at the rate formerly received.

- 10.8 Pay on Re-Employment
- 10.8.1 Where, as a result of a competition, a permanent employee from the re-employment list is employed in a position that has a lower maximum salary, the rate of pay shall be equivalent to the rate formerly received (if an identical rate exists in the new band), or the next higher rate (if an identical rate does not exist in the new band), or the maximum rate (if the rate in the former position exceeds the maximum of the new pay band).
- 10.8.2 Where, as a result of a competition, a permanent employee from the re-employment list is employed in the same or similar position, the rate of pay shall be at the same step in the pay band for the position as at the time of lay-off, including any time which may have been earned toward an increment.
- 10.9 Pay on Bumping or Saskatchewan Polytechnic Initiated Lateral Movement or Relocation
- 10.9.1 Where, as a result of a bump or a **Saskatchewan Polytechnic** initiated lateral movement, or a **Saskatchewan Polytechnic** initiated relocation a permanent employee is employed in the same or similar position, the rate of pay shall be at the same step in the band as at the time of lay-off, or previous to the lateral movement or relocation, including any time which may have been earned toward an increment.
- 10.9.2 If an employee has no available bump, except to a position with a lower maximum salary, the employee will be red-circled for two (2) years or until the maximum salary of the new position equals or exceeds their current salary, whichever provides the greater benefit, including any time which may have been earned toward an increment.
- 10.9.2.1 If the employee is still red-circled at the conclusion of the two (2) years, the employee's salary will be reduced to the maximum salary of the lower position.
- 10.9.2.2 In cases when red-circling is applicable, the two (2) years commences at the end of the notice period.
- 10.9.2.3 When an employee is required to bump into a lower pay band, the employee will be red-circled for two (2) years. If the employee is again required to bump to a lower pay band within the two (2) years (this may happen more than once), the employee remains red-circled at the original pay rate until the two (2) years has expired. When the two years has expired, if the employee is still red-circled, the employee then reverts to the maximum salary in the new pay band.

- 10.9.3 Full-time employees who bump into a part-time position in a higher pay band and are laid-off or bumped from that position within two (2) years and are required to bump into a pay band with lower maximum salary will be red-circled at the rate of the full-time position if it is higher than the pay band in which the employee bumps.
- 10.9.4 If an employee bumps into an assignment during the employee's notice period that results in the employee receiving lesser pay, the employee's salary will be maintained for the duration of the notice period.
- 10.10 Temporary Performance of Higher Duties (TPHD)
- 10.10.1 Temporary performance of higher duties occurs only by assignment and neither the employee nor the out-of-scope supervisor should assume it takes place without voluntary agreement. Where an employee agrees to perform the duties of an employee in a higher paid position, the rate of pay shall be adjusted to the minimum of the range of the position being replaced or on the basis of the promotion formula outlined in article 10.5, whichever is the greater.
- 10.10.2 Remuneration shall be payable under this subsection for all days worked including statutory holidays, earned days off, vacation and sick days.
- 10.10.3 Temporary performance of higher duties shall not exceed twenty-nine (29) working days or fifty-nine (59) calendar days in a fiscal year. Extensions may be granted by agreement between the employer, the employee and the union. Such agreement shall not be unreasonably withheld.
- 10.10.3.1 Temporary performance of higher duties will be compensated for the minimum of one (1) day at the higher rate of pay.
- 10.10.4 Periods of temporary performance shall not produce any change in increment date but shall count for increment purposes. The rate in the TPHD position shall be, from time to time, adjusted based upon increments received in the employee's regular position.
- 10.10.5 Temporary performance of higher duties assignment shall not be used to avoid the posting of an end-dated position.
- 10.11 Calculation of Pay in Lieu
- 10.11.1 Permanent employees who have been laid-off shall receive not less than ten (10) weeks' notice of lay-off or pay in lieu thereof. For purposes of calculating notice under this article, the notice period will start the next working day after the employee receives notice, in

writing, that the employee has been bumped or laid-off. Pay in lieu of notice will be at the rate earned when the lay-off becomes effective.

10.12 In-Hiring Salary

10.12.1 In-hiring rates of pay shall normally be at the minimum of the pay band when the selected applicant possesses education and/or experience which meets the minimum requirements for the position.

10.12.1.1 Where the selected applicant possesses education and/or experience which exceeds the minimum requirements for the position, the employer may approve an in-hiring salary adjustment above the first step of the range.

10.12.2 For up-in-range appointments, the employer will post the in-hiring salary adjustment, and an outline of the education and experience of the person appointed in a location electronically accessible to all employees. Any employee in the same pay band, same specialty, who is being paid at a rate lower in the range and who believes they possess education and experience equivalent to the person appointed above the minimum, may, within thirty (30) calendar days of such publication, request that the employer review the employee's education, experience and salary. A copy of the up-in-range appointment will be provided to the union.

10.12.2.1 If, as a result of the review, a salary adjustment is warranted, the employer shall so authorize effective the date of the original appointment of the up in the range hire.

10.13 Rehiring Rates

10.13.1 Where an employee terminates employment with **Saskatchewan Polytechnic**, then reappplies and is appointed to a same/similar position in the same pay band the employee may be placed at the same step in the pay range that they were in when they left **Saskatchewan Polytechnic** or the employer will utilize the provisions of article 10.12.

10.14 Temporary Market Supplement Stipends

10.14.1 **Saskatchewan Polytechnic**, in consultation with the union, may implement temporary stipends to address recruitment/retention issues. When temporary supplements are established the following shall apply:

1. They will be reviewed annually.
2. This stipend may be adjusted or terminated in accordance with market changes.
3. They will be treated as regular salary for all payroll purposes. General wage increase will be calculated on the regular base salary.
4. The stipend will apply to all employees in that particular job classification/position.

10.14.2 Before a position can be considered for a temporary stipend, the JIQ must be reviewed for accuracy.

10.14.2.1 If significant changes in duties or responsibilities are required, or if more than five (5) years have elapsed since the last evaluation, the JIQ must be re-evaluated in accordance with 13.4 prior to implementation of stipend.

10.15 Recovery of Wages Paid

10.15.1 In the case of death, there shall be no recovery of wages paid.

10.16 Severance Pay

10.16.1 A permanent employee whose initial hire date is on or before June 30, 2014 who is bumped or laid-off shall be entitled to receive severance pay on resignation on the basis of two (2) weeks of pay for each year of service or portion thereof (rounded up). Pay will be calculated on the basis of the employee's rate of pay at the time of separation. Severance pay is a payment to an employee to ease the effects of involuntary separation through lay-off. It is not compensation for past services.

10.16.2 A permanent employee whose initial hire date is on or after July 1, 2014 who is bumped or laid-off shall be entitled to receive severance pay on resignation on the basis of one (1) week of pay for each year of service or portion thereof (rounded up). Pay will be calculated on the basis of the employee's rate of pay at the time of separation. Severance pay is a payment to an employee to ease the effects of involuntary separation through lay-off. It is not compensation for past services.

10.16.3 Calculation of Severance

10.16.3.1 Utilize seniority list:

<u>Up to December 31, 1987</u>	<u>January 1, 1988 to future</u>
261	260

10.16.4 Eligible years for the purposes of severance pay will include all continuous salaried employment with the employer. The calculation of eligible years for the purpose of severance will be made utilizing the seniority list, the formula included in article 10.16.3.1 and any prior out-of-scope service except when the employee has utilized the provisions of article 5.3.7 to regain their seniority and have previously collected severance or seniority acquired under other collective agreements. In those situations the employee will utilize their seniority/service since the break in service or since the transfer. For those employees with **Saskatchewan Polytechnic** as at January 1, 1988, eligible years of service will include continuous salaried employment with the urban community colleges, the Government of Saskatchewan, or the Advanced Technology Training Centre.

10.16.5 A permanent employee who is on lay-off will be paid severance pay at the end of thirty-six (36) months on the re-employment list or on resignation from the re-employment list if the employee did not have an opportunity to remain as incumbent in their former assignment.

10.17 Career Assistance Payment

10.17.1 Permanent employees whose jobs are abolished or who are laid off from ongoing positions who resign and accept severance will receive a Career Assistance payment in addition to severance pay. This payment is intended to be used by the employee for assistance with career counselling, job placement, retraining, relocation, career adjustment or other applicable career assistance.

10.17.2 The maximum value of the payment shall be \$5,000 calculated on the basis of \$1,000 for every two (2) years of service, pro-rated for partial years.

10.18 Maternity/Parental **and Adoption** Leave Allowance

An employee on maternity, parental **or adoption** leave and in receipt of Employment Insurance benefits or serving the **one (1)** week waiting period shall be entitled to a maternity, parental **or adoption** leave allowance in accordance with the following provisions:

- a) for the first week an employee shall receive their weekly rate of pay;

- b) for **sixteen (16)** additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and their weekly rate of pay;
- c) all other time as may be provided under this article shall be on a leave without pay basis.
- d) the employer will pay its usual share of benefit premiums on behalf of the employee during their health-related absence, in the same way the employer pays benefit premiums for an employee in receipt of sick leave credits.

ARTICLE 11 ALLOWANCES, DIFFERENTIALS AND OTHER PAYMENTS

11.1 Travel

11.1.1 **SaskPolytech** agrees to follow the Public Service Commission review dates and kilometre rates (including the kilometre rates for incidental kilometre expenses).

11.2 Rates are posted and regularly updated on **mySaskPolytech**.

11.3 Hotel Accommodation

11.3.1 Hotel - actual and reasonable charges supported by a receipt. Charges in excess of such amounts as may from time to time be determined by the employer must be approved by the immediate out-of-scope supervisor.

11.3.2 An amount of thirty-five dollars (\$35.00) per night (no receipt necessary) will be paid for accommodation in private residences or in private trailers.

11.3.3 Amounts in excess of thirty-five dollars (\$35.00) per night for accommodation in private residences will be accepted only when accompanied by a receipt and a signed statement from the employee that no other accommodation was available.

11.3.4 Employees travelling on **Saskatchewan Polytechnic** business shall be entitled to individual accommodations whenever there are sufficient accommodations available.

11.4 Meals

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

rates include GST and meal gratuities. Where a charge is made for a banquet, it will be in lieu for the meal rate provided for that meal.

Per diem allowance **\$51.00**

For partial days:

Breakfast **\$11.00**

Dinner **\$16.00**

Supper **\$24.00**

11.4.1.1 No claim for a meal allowance may be made for:

- breakfast, if the time of departure is later than 7:30 a.m. or the time of return is earlier than 8:30 a.m., or
- dinner, if the time of departure is later than 11:30 a.m. or the time of return is earlier than 12:30 p.m., or
- supper, if the time of departure is later than 5:30 p.m. or the time of return is earlier than 6:30 p.m.

11.4.1.2 Notwithstanding the above, an employee authorized away from the employee's locale after 5:30 p.m. and having worked six (6) hours after 5:30 p.m. will be eligible for a dinner meal allowance. No allowance will be paid to employees on overtime rates, nor shall more than three (3) meals be claimed for in one (1) day.

11.5 On **Saskatchewan Polytechnic** Business Outside the Province or in Northern Communities

11.5.1 Hotel Accommodations

11.5.1.1 Hotel Accommodation: Actual and reasonable charges supported by a receipt.

11.5.2 Meals

11.5.2.1 The meal rates in effect between the Public Service Commission and the Saskatchewan Government and General Employees' Union, as adjusted from time to time, will apply. The following rates include GST and meal gratuities. Where a charge is made for a banquet, it will be in lieu for the meal rate provided for that meal. Appropriate exchange rates will be applicable if higher.

Per diem allowance **\$61.00**

For partial days:

Breakfast **\$13.00**

Dinner **\$20.00**

Supper **\$28.00**

- 11.6 Incidental Expenses
- 11.6.1 Actual and reasonable charges for such things as taxis, off-street and long-term parking of employer/employee vehicles. Expenses such as telephone, laundry, dry-cleaning and other expenses shall be reimbursed subject to employer approval. Receipts shall be required for all the above expenses. Metered parking to a maximum of \$10.00 without receipts.
- 11.7 Northern Allowance
- 11.7.1 Employees stationed at a work location above the 54 degree parallel (including Cumberland House, but excluding Meadow Lake and La Ronge) shall be paid an allowance of one hundred and fifty dollars (\$150) per month over and above their basic rate of pay for each full month stationed there.
- 11.8 Relocation Allowance
- 11.8.1 Except as specifically provided elsewhere in this agreement, a permanent employee who is required to change locale, shall be entitled to the relocation allowances contained in **Appendix J (Relocation Allowance) posted on the Human Resources site on mySaskPolytech.**
- 11.9 Acceptable Housing is Not Available
- 11.9.1 An employee required to travel to communities where acceptable housing is not available shall be paid mileage from the nearest community in which housing is available to their place of work.
- 11.10 Protective Clothing and Personal Loss
- 11.10.1 The intent of this article is to compensate employees for occasional, unexpected damage to clothing or personal effects while carrying out duties associated with their job.
- 11.10.2 This article will not apply in cases where repair or replacement is necessitated by normal wear and tear.
- 11.10.3 An employee is expected to exercise reasonable care and caution to avoid damage. If an employee has protective clothing and apparatus the employee is expected to wear it to protect their personal clothes, jewellery and eye glasses. Jewellery should not be worn in shop or lab areas where it may be a safety hazard or it may be broken or damaged.

- 11.10.4 An employee who is not wearing protective clothing and apparatus will not be compensated for damages which would not have occurred had they been wearing it.
- 11.10.5 An employee is expected to be responsible and reasonable in their choice of clothing they wear to work.
- 11.10.6 Where an employee suffers damage to clothing as a direct consequence of performing required duties, the employer will compensate the employee to a maximum of three hundred dollars (\$300.00) per incident where the loss is not otherwise compensated. Any incident of such loss suffered by an employee must be reported to the employee's supervisor.
- 11.10.7 If an employee suffers damage to their clothing or personal effects they are to report the incident to their supervisor that day. The supervisor will determine if the incident falls within the intent of this article. The supervisor will report the incident to the dean's office of their division. The dean or out-of-scope designate will assess the damage. Compensation will be based on the current replacement value of the article. The employer's designate will authorize and initiate payment.
- 11.10.8 Provision of Safety Footwear**
- 11.10.8.1** If required by workplace conditions/**hazards**, as established by the employer or legislation, the employer agrees to reimburse employees to a maximum of **two hundred dollars (\$200.00)** for new shoes or boots. The standard **for safety footwear will be** steel toed CSA approved **or as required by workplace conditions/hazards**. Each employee will be entitled to this **footwear allowance, up to the allowance noted**, every two (2) years.
- 11.11 Payment of Professional Fees
- Saskatchewan Polytechnic** agrees to pay the professional fees of all employees who are required as a condition of employment to be a member of an association or the out of scope manager may agree to pay for professional fees if it is deemed beneficial to carry out the employee's duties.
- 11.12 Shift Differential
- 11.12.1 In addition to the regular rates of pay, a shift differential in the amount of 80 cents per hour, or a minimum of three dollars (\$3.00) per day shall be paid for all hours assigned between the hours of 5:00pm and 7:30am. Shift Differential shall not be a part of basic wage rates or be used in calculating overtime rates, nor shall it be paid for any hours for which overtime rates are being paid.

- 11.12.2 Employees assigned a non-regulated one hundred and forty four (144) hour work schedule are not eligible for shift differential.
- 11.13 Childcare Expenses
- 11.13.1 Employees authorized to travel and remain overnight on **Saskatchewan Polytechnic** business outside their own locale shall be entitled to claim for actual and reasonable costs incurred in obtaining childcare if no other member of the family is available to provide such care. Such expenses are not intended to reimburse the claimant for childcare expenses they would have normally incurred had the employee been performing the employee's normal work on that day. These provisions do not apply to employees that are normally required to travel in their job.
- 11.14 Call-back
- 11.14.1 An employee who receives a call-back for overtime after leaving the place of work shall be paid for a minimum of two (2) hours at overtime rates. Employees may accumulate the hours to be taken as time off in lieu with the agreement of the employer.
- 11.15 Standby
- 11.15.1 Definition - Standby duty shall mean a period during which an employee is not on regular duty but during which the employee is assigned to be on call and immediately available to return to work. In no case shall such assignment be less than one (1) hour.
- 11.15.2 Standby Pay - Effective July 1, 2015, the employee shall be paid the sum of \$2.50 per hour, for actual hours on standby duty.
- 11.15.3 All employees required to be on standby shall be assigned a device to facilitate employer contact.
- 11.15.4 No employee will be required to be on standby for more than two (2) weekends in four (4) without mutual agreement in writing between the employee and the supervisor.
- 11.15.5 Employees assigned a standby assignment shall be deemed to be accepting of a call-back if it is the result of a situation arising during the standby assignment. The employee must be available to return to work immediately. A call-back during a standby assignment is not on a voluntary basis.

11.16 Employer Required Upgrading

11.16.1 When an employee is requested by **Saskatchewan Polytechnic** to take an upgrading course, the full cost of the course, including travel expenses, shall be borne by **Saskatchewan Polytechnic** and the employee shall accrue all benefits that would have been received had the employee been working.

ARTICLE 12 VACATION ENTITLEMENT/DESIGNATED HOLIDAYS

12.1 Vacation Entitlement

12.1.1 Employees shall be granted vacation based upon the years of service they will have completed in the fiscal year. Vacation entitlements shall be advanced to employees at the beginning of each fiscal year.

12.1.2 a) vacation entitlement shall be as follows:

Up to 7 years' service

= 15 days per year or 1 1/4 days per month or 6% of total earnings for partial months.

7 – 14 years' service

= 20 days per year or 1 2/3 days per month or 8% of total earnings for partial months

14 – 23 years' service

= 25 days per year or 2 1/12 days per month or 10% of total earnings for partial months

23 – 29 years' service

= 30 days per year or 2 1/2 days per month or 12% of total earnings for partial months

29+ years' service

= 35 days per year or 2 9/10 days per month or 14% of total earnings for partial months

b) Vacation allowances shall be paid at the following rates for:

- all employees' supplementary earnings;
- part-time and casual employees who elect to receive vacation pay on each pay cheque.

NOTE: For the purposes of this article, "total earnings" include the vacation payment. For administrative purposes, to facilitate the payment of vacation pay on partial month's salary, the percentages will be as follows:

- 6.36% - fifteen (15) days – 120 hours
 - 8.64% - twenty (2) days – 160 hours
 - 11.00% - twenty-five (25) days – 200 hours
 - 13.44% - thirty (30) days – 240 hours
 - 15.40% - thirty-five (35) days – 280 hours
- c) In order to facilitate the administration of bi-weekly pay, vacation leave shall be earned as follows for each pay period or portion thereof:

Fifteen (15) days:	0.577 days following the date of employment (4.62 hrs)
Twenty (20) days:	0.769 days for employees who have completed seven (7) years of service (6.15 hrs)
Twenty-five (25) days:	0.961 days for employees who have completed fourteen (14) years of service (7.69 hrs)
Thirty (30) days:	1.154 days for employees who have completed twenty-three (23) years of service (9.23 hrs)
Thirty-five (35) days:	1.35 days for employees who have completed twenty-nine (29) years of service (10.80 hrs)

12.2 The month in which the employee commences employment shall be considered a complete month of service when the employee begins work on the first working day of the month. These employees shall be entitled to take, from that day to the following June 30th, vacation leave with pay of one and one-quarter (1¼) days for each completed calendar month of service. Where an employee begins employment on a day other than the first working day of the month such vacation earnings will be prorated for that month.

12.3 Employees who receive vacation allowance on each pay cheque shall be granted leave of absence without pay, if requested. In these cases, the leave will be taken at a time mutually agreed between the employee and the dean/manager.

12.4 Vacation schedules will be set by mutual agreement in each work unit. Where disputes occur they will be resolved pursuant to the following

procedure: preference in the selection and allocation of vacation time shall be determined within each work unit on the basis of seniority. Where an employee chooses to split the employee's vacation, the employee's second choice of vacation time shall be made only after all other employees concerned have made their initial selection.

- 12.5 An employee shall be entitled to carry over any unused vacation entitlement from fiscal year to fiscal year to a maximum of ten (10) days. Additional amounts may be carried over with the approval of the dean/manager. Such requests and the dean/manager's response shall be in writing. Any payout, which may result, shall be at the employee's current rate of pay. For the purpose of vacation administration, the year-end will be determined to be August 31st of the applicable year.
- 12.6 Employees who do not complete a year of service by June 30th shall be entitled to vacation leave with pay to the extent they have earned it.
- 12.7 When any holiday(s) designated in article 12.15 fall(s) within an employee's annual vacation, additional day(s) of vacation will be granted.
- 12.8 When an employee qualifies and is approved for sick leave, bereavement, or any other approved leave during the employee's 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.
- 12.9 No employee shall be required to work during scheduled vacation. However, should an employee agree to work, the vacation 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 the employee may be paid at over time rate with no reinstatement of vacation.
- 12.10 Subject to article 12.4, an employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the out-of-scope supervisor.
- 12.11 In addition to any vacation earned up to June 30th of the preceding fiscal year, an employee leaving **Saskatchewan Polytechnic** on superannuation shall be entitled to full vacation leave or pay in lieu in the fiscal year of retirement.
- 12.12 All part-time employees shall be paid vacation allowance at the appropriate rate of gross wage earnings on each pay cheque or they

may elect such earnings be banked and be paid out **upon employee request.**

- 12.13 An employee who leaves the service of **Saskatchewan Polytechnic** shall be paid in lieu of earned vacation leave which has not been used.
- 12.14 In the event of the death of an employee, any amount due under this article shall be paid to the estate.
- 12.15 Designated Holidays
- 12.15.1 Leave of absence with pay shall be allowed for: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day proclaimed a holiday by the federal or provincial governments.
- 12.15.2 If any of the holidays listed in article 12.15.1 fall on a Saturday or Sunday and is not being observed on some other day(s), it shall be observed on the first (1st) working day following the weekend.
- 12.15.3 An employee who is required to work on a designated holiday shall be paid at a rate of one and one-half (1½) times the regular rate of pay plus an additional day off with pay at a time to be mutually agreed between the employee and the out-of-scope supervisor.
- 12.15.4 An employee who has authorization to perform overtime work on a designated holiday shall be paid at a rate of two point five (2.5) times the employee's regular pay for each hour in excess of eight (8) hours daily.
- 12.15.5 Employees who work less than full-time, shall be entitled to the benefits of this article on the basis of five (5) percent of their regular wage earnings on each pay cheque in lieu of designated holidays, in article 12.15.1. Earnings for this purpose shall not include vacation leave pay.
- 12.16 Family Development Day
- 12.16.1 Each full-time employee shall receive three (3) designated family development days per fiscal year to be scheduled between **December 25th** and **January 1st**.
- 12.16.2 Effective July 1, 2016, in lieu of family development days, employees who work less than full-time shall be entitled to the benefits of this article on the basis of 1.15% percent of their regular wage earnings on each pay cheque in lieu of family development days. Earnings for this purpose shall not include vacation leave pay.

12.17 Holiday Closure

12.17.1 **Saskatchewan Polytechnic** will provide employees notice of **holiday** closure by June 30th of each year **to be scheduled between December 25th and January 1st.**

ARTICLE 13 JOB EVALUATION SYSTEM

13.1 General Parameters

13.1.1 The employer shall establish and maintain a job evaluation system which will be utilized to evaluate jobs. Amendments shall be made from time to time as changes in the organization and work assignments require. All jobs in the bargaining unit shall be allocated to one of the pay bands included in the collective agreement.

13.1.1.1 Copies of job information questionnaires (**JIQ**) will be forwarded to employees when requested. **Access to the job evaluation network drive will be provided to the members of the Bargaining Committee.**

13.1.1.2 Following a JIQ rating, the decision and accompanying rationale shall be provided to the submitting employee(s), immediate supervisor, out-of-scope manager and the union.

13.1.2 Representatives to the JEC and JEAC shall be granted leave with pay as required in order to prepare for and participate in meetings of the JEC and JEAC subject to the prior approval of the associate vice president, human resources, or designate.

13.1.3 All costs associated with the operation of the JEC and JEAC will be paid by **Saskatchewan Polytechnic**, including travel, sustenance, clerical support and other common expenses associated with either committee, subject to the prior approval of the associate vice-president, human resources, or designate.

13.2 New Jobs

13.2.1 All new jobs shall be evaluated in accordance with this article. All jobs shall have a **JIQ** developed and **electronically** forwarded to the local Human Resources Office for date stamp **and coordination of** the process with the Job Evaluation Committee (JEC) before the job is posted or advertised. It is the intent of the employer to have the JIQ evaluated before the position is posted or advertised.

- 13.2.1.1 If the JEC is unable to complete the process before the position is filled the employer will assign the position a temporary pay band subject to review of the JEC. This will be noted on the posting or advertisement.
- 13.2.1 The probationary period for a job will be determined by the pay band in accordance with article 6.2.1.
- 13.2.2 If the employer intends to establish a position that they consider out of the scope of both bargaining units, the union shall be informed of that fact and the provisions of article 2.2 shall apply.
- 13.3 Job Evaluation Committee (JEC)
- 13.3.1 The employer and union agree to establish and maintain a Job Evaluation Committee which will evaluate all new jobs and any jobs where there is a significant change in duties or responsibilities.
- 13.3.2 The JEC shall be composed of:
- a) Two (2) employees approved by the union;
 - b) Two (2) employees approved by the employer;
 - c) One (1) employee approved by the Union as a non-voting notetaker; and
 - d) One (1) employee approved by the Employer as a non-voting notetaker.
- 13.3.2.1 JEC representatives will be chosen from a list of five (5) employees approved by the union and five (5) employees appointed by **Saskatchewan Polytechnic**.
- 13.3.3 The employer and union representatives to the JEC shall be appointed for a period of two years. Appointments shall be staggered.
- 13.3.4 Job Evaluation Committee decisions shall be by consensus whenever possible, but failing consensus the majority shall rule.
- 13.3.4.1 If the committee cannot make a determination, the position is assigned to the lowest pay band proposed to in the discussions, and the employer, union, or employee may appeal.

13.4 Requests for Re-evaluation of a Job

13.4.1 Process

13.4.1.1 Where there is a significant change in duties or responsibilities, or when at least five (5) years have elapsed since the last evaluation, a request for re-evaluation may be made as follows:

- a) the employee, union or employer shall make a request for re-evaluation of a job in writing to the campus human resource consultant using the form available on **mySaskPolytech** or from the Human Resources Office. Upon review and completion of changes the employee's JIQ, approved by their immediate supervisor and their out-of-scope supervisor will be attached. The date of the retroactive pay shall be no later than sixty (60) calendar days following the date the employee submits the fully completed JIQ to their immediate supervisor. If there is a dispute regarding date stamping, the employee may refer it to the grievance process. The parties shall complete the review and approval of a revised JIQ, and submit to HR, within sixty (60) calendar days of submission of a JIQ to the immediate supervisor.
- b) within ten (10) working days of receiving the **out of scope approved** request for re-evaluation **Human Resources** will provide written acknowledgment of receipt of the request to the employee and the campus union chair and forward the request **to the JEC** for re-evaluation.
- c) requests for re-evaluation shall be evaluated on a first in-first out basis. Every reasonable effort will be made to re-evaluate positions within 60 calendar days.
- d) disputes regarding the content of a JIQ may be referred to the grievance process.

13.4.2 Changes in Pay Band

13.4.2.1 If the JEC determines that the position shall be assigned to a different pay band, the following shall apply:

- a) the re-evaluation, with the name of the incumbent, the job title, and the division/department, will be posted on the **Careers.SaskPolytech.ca** Web Page for information purposes. JIQs will be available for employee perusal at each of the Human Resources Offices.

- b) if the request for re-evaluation is due to a change in job duties, the incumbent shall remain in the position but the job will be posted subject to challenge from more senior employees, in the original or a lower pay band(s), from the locale within the division/department who could readily have been assigned the duties, if the change in duties hasn't already been posted under article 4.15.2. If a challenge is successful, the challenger shall be appointed to the job once the incumbent has been laid off and exercised their options contained in article 7.6.
- c) a re-evaluation resulting in a change of pay bands shall be effective the next pay period following the employee's **electronic submission** for review. Assignment to a higher pay band shall be on the basis of article 10.5.1. If the re-evaluation was requested by the employee or union and results in an assignment to a lower pay band, the provisions of article 10.6.1.1 shall apply.

If the re-evaluation was requested by the employer and results in an assignment to a lower pay band, the employee may request, and the employer will allow, the employee to exercise their rights under article 7.6, or the provisions of article 10.6.1.1 and 10.6.1.2 shall apply.

13.4.3 Appeal Process

13.4.3.1 If the employee, union or employer is dissatisfied with the final determination resulting from a re-evaluation, the decision can be appealed to the Job Evaluation Appeal Committee (JEAC) within ten (10) working days of receipt of notification of the re-evaluation by filing an appeal in writing to the senior compensation and benefits specialist, using the form available at the Human Resource Office.

13.4.3.2 Within sixty (60) calendar days of when the appeal was filed, the JEAC will have adjudicated the appeal.

13.4.3.3 Committee **Representatives**

13.4.3.3.1 **Saskatchewan Polytechnic** and the union agree to establish and maintain a Job Evaluation Appeal Committee which, subject to the other provisions of this article, will provide an accelerated mechanism for resolving disputes arising from requests for re-evaluation.

13.4.3.3.2 The JEAC shall have the authority to adjudicate classification disputes between employees and **Saskatchewan Polytechnic**.

13.4.3.3.3 The JEAC shall, in accordance with the job evaluation tool, direct that one (1) of the following take place in respect of each appeal:

- a) that the appealed position be designated to an existing pay band; or
- b) that the re-evaluation decision is correct and will be upheld resulting in the appeal being denied; or
- c) that no appropriate pay band exists and that a new pay band be developed to accommodate the appealed job.

13.4.3.3.4 Decisions of the JEAC are final and binding upon **Saskatchewan Polytechnic**, the union, and the employee and are not subject to grievance.

13.4.3.3.5 If the JEAC cannot make a decision, the chairperson will make a decision that is final and binding.

13.4.3.4 Job Evaluation Appeal Committee

13.4.3.4.1 The JEAC shall be composed of:

- i) one (1) employee approved by the union;
- ii) one (1) employee appointed by **Saskatchewan Polytechnic**;
- iii) chairperson.

13.4.3.4.2 JEAC representatives shall be chosen from a list of three (3) employees approved by the union and three (3) employees appointed by **Saskatchewan Polytechnic**. These employees will not be members of the JEC.

13.4.3.4.3 An independent chairperson shall be selected in rotation from a list of names mutually agreed to by **Saskatchewan Polytechnic** and the union.

13.4.3.4.4 Should the chairperson or any member of the JEAC anticipate a personal bias in any appeal placed before the JEAC, that person shall self-identify and shall request to be replaced.

13.4.3.4.5 **Saskatchewan Polytechnic** and the union shall name alternate appointees to act in the place of regular appointees who are unable to serve on the JEAC, in order to deal promptly and expeditiously with appeals.

13.4.3.5 Terms of Council Representatives

13.4.3.5.1 Employer and union representatives to the JEAC shall be appointed for a period of three (3) years. Appointments shall be staggered so that no more than two appointees from each party are replaced at any one time.

- 13.4.3.5.2 The chairperson, or any representative to the JEAC, may be removed, at any time, by mutual agreement between **Saskatchewan Polytechnic** and the union.
- 13.4.3.6 Leave for Proceedings to attend JEAC
- 13.4.3.6.1 Employees, witnesses, and union representatives (who are employees of **Saskatchewan Polytechnic**) appearing before the JEAC shall be entitled to leave with pay for the purpose of attending the hearing subject to the prior approval of the associate vice-president, human resources or designate.
- 13.4.3.7 Meetings of the JEAC
- 13.4.3.7.1 The JEAC chairperson, in consultation with the two representatives, shall determine the schedule of the appeals. All three (3) council members shall be present at every meeting.
- 13.4.3.7.2 The JEAC chairperson, subject to the prior approval of the associate vice-president, human resources or designate, may vary the location of meetings consistent with the volume of appeals from any one (1) campus.
- 13.4.3.8 Procedures of the JEAC
- 13.4.3.8.1 The deliberations of the JEAC shall be conducted in accordance with the Job Evaluation Appeal Process Guidelines.
- 13.4.3.9 Records of the Job Evaluation Appeal Committee
- 13.4.3.9.1 The senior compensation and benefits specialist shall keep a record of all appeals including name of employee, campus, program/department, date appeal filed, date appeal heard, and JEAC decisions and shall report annually to **Saskatchewan Polytechnic** and the union.

ARTICLE 14 COPYRIGHT/COURSE MATERIALS

Copyright Preamble

Before an employee embarks upon an assignment, project or undertaking to develop/produce materials, which may ultimately involve copyright, ownership shall be established by agreement between **Saskatchewan Polytechnic** and the employee in accordance with the following provisions. The president shall represent **Saskatchewan Polytechnic** in reaching such agreement.

- 14.1 **Saskatchewan Polytechnic Ownership**
- 14.1.1 Where a **Saskatchewan Polytechnic** employee is specifically hired or assigned to develop/produce materials and/or an employee develops/produces materials to support a function of **Saskatchewan Polytechnic**, **Saskatchewan Polytechnic** will own the copyright to such materials.
- 14.1.2 Where an employee has developed/produced materials to be utilized to support a function of **Saskatchewan Polytechnic**, the employer agrees that the employee may be granted permission to quote selected portions of such material or to publish the material. Such permission will not be unreasonably withheld.
- 14.2 **Employee Ownership**
- 14.2.1 Where an employee utilizes materials to support the employee's function at **Saskatchewan Polytechnic**, created prior to their employment with **Saskatchewan Polytechnic**, the ownership of the copyright will be retained by the employee.
- 14.2.2 Where an employee develops/produces materials on the employee's own time, outside the **Saskatchewan Polytechnic** without using **Saskatchewan Polytechnic** resources, systems, facilities, funds or staff, the employee will have sole ownership of such materials. For purposes of this clause, library collections are not considered a **Saskatchewan Polytechnic** resource.
- 14.3 **Joint Ownership**
- 14.3.1 Where materials are developed/produced with shared resources, the ownership of the copyright will be shared, with the shares to be determined in advance through negotiations.
- 14.3.2 If the use of materials developed/produced with shared resources or where copyright is jointly held produces any income, other than direct student fees, the income shall be apportioned according to the shares held or 50/50 in the case of joint ownership. The income shall be calculated in accordance with accepted accounting principles. The calculations will be provided to the employee(s) concerned. This calculation is subject to the grievance procedure.
- 14.3.3 Where an employee develops/produces materials utilizing **Saskatchewan Polytechnic** resources, systems, facilities, funds or staff, the ownership of the copyright will be shared, with the shares to be determined in advance through negotiations.

ARTICLE 15 SICK LEAVE

15.1 Sick Leave Definition

15.1.1 Sick leave, for purposes of this article, means that period of time an employee is absent from work with full pay by virtue of being **ill, injured** or disabled or under examination or treatment **by a licensed and regulated health professional**, attending Employee and Family Assistance Program (EFAP) sessions, or because of an accident or illness for which compensation is not payable elsewhere in this agreement.

Coverage will be provided under this article for an employee to accompany the employee's dependent **to** any of the above planned appointments, treatments or sessions.

15.2 Sick Leave Credits/Accumulation

15.2.1 Employees shall earn sick leave credits based on the following rate: employees working a two hundred and sixty (260) day work schedule 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 academic year. Employees who work less than full-time shall earn sick leave on a pro-rata basis. All employees will earn pro-rata amounts in the year that they terminate their employment.

15.2.1.1 Any unused days of the foregoing amounts shall be accumulated from year to year.

15.2.1.2 **Saskatchewan Polytechnic** shall maintain two (2) sick leave banks for each employee. An employee's sick leave accumulation as defined in 15.2.1 shall be divided between the two (2) banks as follows:

15.2.1.2.1 Primary Sick Leave Bank

Twelve (12) days from each fifteen (15) accumulated days of sick leave with pay shall be set aside for employee use. Days in this bank may not be accessed for purposes of the employee to accompany the employee's dependents as referenced in article 15.1.1.

An employee may accumulate up to a maximum of seventy-five (75) days within the Primary Sick Leave Bank.

Any additional sick leave accumulations will be stored in the General Sick Leave Bank as defined in article 15.2.1.2.2.

Should the sick leave accumulated in the Primary Sick Leave Bank be depleted, any additional sick leave will be drawn from the available accrual in the General Sick Leave Bank as per 15.2.1.2.2.

15.2.1.2.2 General Sick Leave Bank

At least three (3) days from each fifteen (15) days of sick leave accumulated shall be set aside as leave with pay by virtue of the definitions as outlined in 15.1.1.

Days in this bank may also be accessed for purposes of the employee to accompany the employee's dependents as referenced in article 15.1.1.

Whenever the available accrual for benefits as referenced in article 16.10.1 is depleted, any approved additional leave under that article can be drawn from available accruals in this bank.

15.2.2 Employees shall be entitled to draw on their accumulation to a maximum of two hundred and sixty (260) consecutive working days.

15.2.2.1 After drawing on their entitlement for one hundred (100) working days, if the employee has not returned to work, the employee should complete and submit the necessary application documents required for benefits under 18.2, SGEU Long Term Disability Plan.

15.2.2.2 Employees, who have applied for or will be applying for Long Term Disability, shall be entitled to draw on their sick leave accumulation as per article 15.2. However, employees who have applied for, been accepted by the Long Term Disability Plan and return to work from long term disability will be able to utilize the sick days as provided by SGEU's LTD Plan.

15.2.3 Employees will draw on sick leave credits to the extent earned, except that full-time and part-time employees may, subject to approval by the out-of-scope manager, draw on future credits to a maximum of fifteen (15) days.

15.2.4 An employee on leave of absence with full pay shall receive sick leave credits for the period of such absence. Such employee shall record all sick days. The onus will be on the employee to substantiate all claims for sick leave under this article subject to article 15.6 below. Leave of absence without pay shall be dealt with on the basis of article 16.1.

15.2.5 Employees will receive information regarding sick leave accumulation through **mySaskPolytech**.

- 15.2.6 **Upon receipt of an employee's request under this article, Human Resources will inform the campus chair of any absence greater than thirty (30) days.**
- 15.3 Short-Term Medical Leave
- 15.3.1 The employer will grant short term leave with pay for the purposes of required **treatments or examinations**. Any such absence of one-half (½) day or more shall be deducted from accumulated sick leave credits. **Employees are encouraged to schedule required treatments or examinations whenever possible, outside of their normal working hours.**
- 15.4 Sick Leave and Notice of Lay-off
- 15.4.1 An employee who becomes ill after receiving notice of lay-off, and whose illness has not ended prior to the date of lay-off, will be able to use their sick leave accumulation to the date of lay-off.
- 15.5 Notification of Supervisor
- 15.5.1 An employee shall inform their supervisor 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. A deduction shall be made from accumulated sick leave of all normal working days.
- 15.6 Medical Certificates
- 15.6.1 The employer may require an employee to produce a medical certificate for any illness **or injury**. The cost of any medical certificate provided will be paid for by the employer.
- 15.7 Advances or Loans - Third Party Liability
- 15.7.1 If an employee meets with an accident under circumstances entitling the employee to recover damages from a third party, the employer, instead of paying benefits under this article, may authorize advances or loans to such employees to be paid out of the damages, if any, recovered by the employee from the third party. If no damages are recoverable, the charges will be assessed against the employee's sick leave credits.
- 15.7.2 If an employee is able to recover damages from a third party the third party shall be liable to pay all benefit premiums the employer would normally pay.

ARTICLE 16 LEAVE OF ABSENCE

16.1 General Leave

16.1.1 Either definite or indefinite leave of absence without pay, for valid reasons, may be granted to any employee by the employer. The employee's request and the employer's response shall be in writing. Requests for such leave shall be made thirty (30) days in advance of the commencement date, except in unavoidable circumstances.

16.1.1.1 The following criteria will be used to assess requests for leave without pay:

- a) the benefits to the, campus and **Saskatchewan Polytechnic**;
- b) the relationship between the leave and an improvement to the employee's qualifications and/or their ability to perform their job;
- c) the impact on the workload of the unit;
- d) the budgetary implications;
- e) the impact on students;
- f) the ability to replace the individual;
- g) the employee's length of service;
- h) the amount of notice given (requests should be made no later than one month in advance, except in unavoidable circumstances);
- i) the length and timing/dates of the leave;
- j) the degree to which the work unit will be disrupted.

In all cases, the employee must demonstrate a definite intention to return to employment with **Saskatchewan Polytechnic** and provide detailed information regarding the purpose of the leave. If the employee does not indicate an intention to return to **Saskatchewan Polytechnic**, a definite leave will not be considered. Exceptions will be made for employees in receipt of Workers' Compensation Benefits and those seeking leave because of long-term illness. In these cases, the employer will accommodate the request to the point of undue hardship.

Each request will be considered on an individual basis, taking into account the unique circumstances surrounding it and the criteria noted above.

Leaves must be approved by the immediate out-of-scope supervisor. Employees cannot begin a leave until the immediate out-of-scope supervisor's approval is obtained in writing.

In order to support and encourage internal applications for management positions, employees who have already been granted two (2) years of definite leave to accept an out-of-scope position may be granted an additional year of definite leave if:

- a) it is not necessary to hold a position vacant.
- b) it would be difficult to recruit an equally suitable candidate to the out-of-scope position.
- c) continuity of effort to date would be severely disrupted if the employee were to return to the bargaining unit at the end of the definite leave.
- d) the employee's service record in the out-of-scope position is of the highest calibre.
- e) both the immediate out-of-scope supervisor and president are in agreement that the granting of the additional leave is in the best interest of **Saskatchewan Polytechnic**.

- 16.1.2 Definite leave is leave of a specified duration to a maximum of two (2) years. Definite leave can be extended for an additional year if the leave is for medical reasons.
- 16.1.2.1 Employees on a definite leave who require leave for more than two (2) years must apply for an indefinite leave of absence.
- 16.1.3 For the first three (3) months, employees on definite leave shall be entitled to accrue vacation and sick leave.
- 16.1.4 Employees who take a definite leave to be appointed to an end-dated position will not be allowed to bump at the end of the term; rather, they will revert back to the position from which they took leave.
- 16.1.5 When an employee is on definite leave, applies for and is granted another leave to take another position, the employee's original leave is cancelled.
- 16.1.6 If a position ends before the employee's definite leave ends, the employee must apply for, be appointed to and take leave from a position, to provide a reference point for seniority calculation.

- 16.1.7 If, while on definite leave, the employee is bumped or laid-off, the employee shall remain on leave and may defer any actions allowed under article 4 or 7 until the leave has expired and the employee has returned to work.
- 16.1.8 Employees may return from definite leave earlier than specified only with the approval of the employer. In granting any definite leaves of absence, return from leave on dates which may adversely affect Campus program operations will not be approved.
- 16.1.9 Employees on definite leave must indicate their intention to return to work, to extend their leave or to resign to the employer, in writing, of the employee's intention sixty (60) days prior to the expiration of the employee's leave.
- 16.1.10 An employee returning from a definite leave of absence shall have the right to make-up all superannuation contributions missed during the leave if the pension plan so provides.
- 16.1.11 When an employee is on definite leave and the employee exercises rights under article 4 or article 7 to any full-time or part-time assignment, the employee's original leave is cancelled, excluding casual (article 4.19) assignments.
- 16.1.12 An employee returning from definite leave of absence without pay shall be reinstated in the former or equivalent position.
- 16.1.13 Any employee granted a definite leave of absence will be given seniority recognition for the days they normally would have been employed except for an employee that takes a leave from a full-time assignment to be appointed to a part-time assignment, or an employee in a job sharing arrangement who shall have their seniority determined in accordance with article 4.17.5.
- 16.1.14 Employees who qualify for compassionate care leave under the Employment Insurance criteria will be granted a definite leave of absence.
- 16.2 Employee on Long Term Disability (LTD)
- 16.2.1 An employee suffering prolonged illness shall, on application, be granted definite leave of absence for a period of up to two (2) years.
- 16.2.2 An extension of up to one (1) year of definite leave shall be granted under article 16.2.1 above if the employer is reasonably assured that the employee will be fit for duty within that time frame.

- 16.2.3 An employee suffering prolonged illness who requires leave further to that granted under article 16.2.1 and 16.2.2 above shall be granted indefinite leave. Upon conclusion of the indefinite leave, the employee's name shall be placed on the **Saskatchewan Polytechnic**-wide re-employment list.
- 16.2.4 Subject to written authorization from the employee, the employer shall make available, where reasonable, information which would facilitate the application of an employee who is ill, injured or disabled for any benefit or payment to which the employee is lawfully entitled.
- 16.3 Armed Services Leave
- 16.3.1 The employer shall grant a definite leave of absence without pay to any employee who requests leave for military service for training, deployments or emergencies. Employees on a definite leave who require for more than two (2) years must apply for an indefinite leave of absence.
- 16.4 Leave for Public Office
- 16.4.1 The employer shall grant on written request, a definite leave of absence without pay for a period up to one (1) year to any permanent employee to seek election in a municipal, provincial, federal, or board of education election.
- 16.5 Return to Industry Leave
- 16.5.1 **Saskatchewan Polytechnic** may request, or grant upon an employee's request, a return to industry leave. The employee may request up to a maximum of two (2) years' definite leave. Employees participating in this leave will retain their place on the seniority list. They will have the opportunity to return to their position at **Saskatchewan Polytechnic** each year. However, after two (2) years, if the employee does not return to work the employee will be deemed to have resigned.
- 16.6 Maternity, Paternity, Adoption and Guardianship Leave
- 16.6.1 Employees who become legal guardians shall be entitled to all the benefits of this article.
- 16.6.2 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, paternity or adoption leave without pay.

- 16.6.3 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, paternity or adoption leave is required, an extension of up to twelve (12) additional months shall be allowed. Additional periods of leave may be allowed in circumstances of maternity, paternity or adoption, at the discretion of the campus.
- 16.6.4 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 in accordance with article 15.
- 16.6.5 The campus shall not dismiss or lay-off an employee solely because the employee is pregnant or has applied for leave in accordance with this article.
- 16.6.6 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 as per article 16.1 (General Leave).
- 16.6.7 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 campus shall contribute the employer's share.
- 16.6.8 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.
- 16.7 Union Business
- 16.7.1 Union Leave
- 16.7.1.1 Members of the union attending union business shall be granted a leave of absence (subject to reimbursement in accordance with article 16.7.1.2) provided:

- 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;
- c) the request for union leave is made on such form or forms as agreed by the parties from time to time;
- d) such leave shall not unreasonably interfere with the operations of the employer.

16.7.1.2 SGEU will reimburse the employer for the full cost of such earnings and in addition the employer's cost of benefits as follows:

- a) for union leave in excess of thirty (30) consecutive calendar days;
 - i) Employment Insurance,
 - ii) Canada Pension Plan,
 - iii) Superannuation.
- b) for union leave in excess of ninety (90) consecutive calendar days;
 - i) Employment Insurance,
 - ii) Canada Pension Plan,
 - iii) Superannuation,
 - iv) Sick Leave Accumulation.

16.7.1.3 Employees while on leave for union business shall have the right to return to their job on reasonable notice to the employee's out-of-scope supervisor, prior to the expiration date of the approved leave, provided that such return will not result in additional expenditures.

16.7.1.4 An employee who is elected or selected for a full-time position with the union, Saskatchewan Federation of Labour, or Canadian Labour Congress, shall be granted a definite leave of absence for a period of one (1) year. Such leave may be renewed each year, on request, during the term of office. Such employee shall continue to receive salary and benefits from **Saskatchewan Polytechnic** conditional on reimbursement of such salary and full benefit costs by the union.

16.7.2 Union Release Time

16.7.2.1 The employer recognizes the additional responsibilities in carrying out an elected campus chairperson role. The campus chairpersons shall

be reduced by .50 FTE or 130 days per year to allow the elected employee representative an opportunity to resolve **Saskatchewan Polytechnic** employee relations problems in a proactive manner. The bargaining unit chairperson shall receive .50 FTE or 130 days per year for union business. This application shall not result in any loss of earning, seniority or benefits or result in any overtime being incurred. A Campus Chairperson or appropriate designate must be available to meet during this allocated time with management representatives as required.

This clause will expire end-of-business day June 30, 2016.

16.7.2.2 Effective July 1, 2016, funds from the union release time will be applied to article 12.16 Family Development Day.

16.8 Exchange Leave/Secondment

16.8.1 An employee may apply to the supervisor for an exchange leave/secondment subject to the following provisions:

- a) An exchange leave or secondment shall be for the purpose of enabling an employee to teach or to provide technical services at another institution or in industry either in Canada or elsewhere. During a secondment, the institution or industrial organization at which the employee is appointed shall be expected to reimburse the employer for the employee's full remuneration. During an exchange leave **Saskatchewan Polytechnic** shall continue to reimburse its own employee at the employee's regular rate of remuneration. The employee from the outside institution or industry shall continue to be paid by their employer. The qualifications and experience of the incoming exchange employee shall be acceptable to **Saskatchewan Polytechnic**.
- b) An exchange or secondment may be granted or renewed for a period of up to a maximum of two (2) years definite leave.

16.9 Indefinite Leave

16.9.1 An Indefinite leave of absence without pay, for valid reasons, may be granted to any employee by the employer. The employee's request and the employer's response shall be in writing. Requests for such leave shall be made thirty (30) days in advance of the commencement date, except in unavoidable circumstances.

16.9.1.1 The following criteria will be used to assess requests for indefinite leave without pay:

- a) the benefits to the campus and **Saskatchewan Polytechnic**;

- b) the relationship between the leave and an improvement to the employee's qualifications and/or their ability to perform their job;
- c) the impact on the workload of the unit;
- d) the budgetary implications;
- e) the impact on students;
- f) the ability to replace the individual;
- g) the employee's length of service;
- h) the amount of notice given (requests should be made no later than one month in advance, except in unavoidable circumstances);
- i) the length and timing/dates of the leave;
- j) the degree to which the work unit will be disrupted.

In all cases, the employee must demonstrate a definite intention to return to employment with **Saskatchewan Polytechnic** and provide detailed information regarding the purpose of the leave. If the employee does not indicate an intention to return to **Saskatchewan Polytechnic**, an indefinite leave will not be considered. Exceptions will be made for employees in receipt of Workers' Compensation Benefits and those seeking leave because of long-term illness. In these cases, the employer will accommodate the request to the point of undue hardship.

Each request will be considered on an individual basis, taking into account the unique circumstances surrounding it and the criteria noted above.

Leaves must be approved by the immediate out-of-scope supervisor. Employees cannot begin a leave until the immediate out-of-scope supervisor's approval is obtained in writing.

16.9.2 Indefinite leave is leave of an unspecified duration. Employees on indefinite leave of absence shall be required to apply for extensions annually giving proof that the original conditions under which the leave was granted still prevail.

16.9.3 Any employee granted an indefinite leave will be given seniority recognition for the days they normally would have been employed to a maximum of 60 assigned/working days for the first year.

- 16.9.4 The employer shall grant an indefinite leave, for the term of office, to any permanent employee elected to public office through a municipal, provincial, federal, or board of education election.
- 16.9.5 An employee returning from indefinite leave of absence, without pay, shall have the employee's name placed on a re-employment list if the employee requests prior to the last day of the employee's leave.
- 16.9.6 An employee returning from an indefinite leave of absence shall have the right to make-up all superannuation contributions missed during the leave if the pension plan so provides.
- 16.9.7 When an employee is on indefinite leave and the employee exercises rights under article 4 or article 7 to any full-time or part-time assignment, the employee's original leave is cancelled, excluding casual (article 4.19) assignments.
- 16.10 Short Term Leaves
- 16.10.1 Personal Leave
- 16.10.1.1 Employees shall self-declare that their access to leave with pay for personal leave complies with the provisions contained herein.**
- 16.10.1.2 Personal leave is to be used for carrying out a personal or family responsibility, these responsibilities include matters where one has an obligation or duty and where one may be held accountable or answerable in some manner if the obligation is not met.
- 16.10.1.3 In order to meet the employer's need of running an effective, efficient work environment, there needs to be a balance between personal responsibilities and service delivery. Employees should provide reasonable notice and obtain prior written approval from their supervisor when they intend to utilize personal leave, except in the case of an unforeseen or emergency situation
- 16.10.1.4 Employees shall be allowed leave of absence with pay and without loss of seniority and benefits in cases of leave under this article. Employees shall earn two (2) days per year for personal leave, pro-rated for part-time employment. Unused days will not be carried into the following year. Reasonable requests to a maximum of two (2) additional days per year shall be granted and will be deducted from the General Sick Leave Bank as defined in article 15.
- 16.10.2 Bereavement/Compassionate Leave
- 16.10.2.1 Bereavement/compassionate leave shall be granted as is necessary, where an employee suffers a death of a relative or person with whom

they have experienced a very close relationship ordinarily ascribed to that of an immediate member of the family and/or to attend to a member of the employee's immediate family who is terminally ill. Such paid leave shall be cumulative and shall not exceed three (3) days per year. Reasonable requests for additional days shall be granted.

16.10.3 Interpersonal Violence Leave

The employer will grant employees who are experiencing interpersonal violence a leave of absence with pay for up to five (5) days per year. An additional five (5) days per year may be drawn from an employee's sick leave credits.

16.10.4 Jury Duty and Court Appearance Leave

16.10.4.1 An employee shall be granted leave of absence with pay for all absences resulting from or associated with being summoned to serve on a jury or being subpoenaed as a witness in civil or criminal proceedings. If required by the supervisor, the employee shall produce a summons or subpoena or submit other evidence as will show the necessity of attendance at court. In all cases of absence, the employee will assign any fees received to the employer.

ARTICLE 17 DEFERRED SALARY LEAVE PLAN

17.1 Definitions

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

- a) "Deferred Amount" means the portion of the normal gross pay which is retained by the employer for the participant in each year in accordance with this plan and as augmented by interest thereon but less all amounts paid out under the terms of this plan.
- b) "Deferral Period" means the period during which compensation is deferred in accordance with the provisions of the plan.
- c) "Eligible employee" means a permanent part-time or full-time employee who has been employed by the employer for a continuous period of at least one (1) year.
- d) "Employer" means **Saskatchewan Polytechnic**.

- e) "Leave of absence" means the period of time a participant will be receiving deferred salary. In no case shall the leave of absence be less than three (3) consecutive months where the leave is to be taken by the eligible employee for the purpose of permitting full-time attendance at a designated educational institute, within the meaning of the Income Tax Act, and not less than six (6) consecutive months in any other case, nor more than twelve (12) months.
- f) "Normal Gross Pay" means the regular salary paid to the participant, including any applicable retroactive salary, but excluding overtime and any other special payments.
- g) "Participant" means an eligible employee whose application for participation in the plan has been approved by the employer and who has thereupon entered into a memorandum of agreement with the employer.
- h) "Plan" means the Deferred Salary Leave Plan as described in this instrument.
- i) "Prevailing Pay" means the normal gross pay less the deferred amount.

17.2 Funding for Leave of Absence

- 17.2.1 During each year prior to the agreed upon leave of absence, the participant will receive, for a maximum of six (6) years, the applicable prevailing pay as determined for the particular year by the memorandum of agreement.
- 17.2.2 In no case shall the deferred amount be less than ten percent (10%) nor greater than thirty-three and one-third percent (33 1/3%) of the participant's normal gross pay in any calendar year.
- 17.2.3 The employer shall pay in cash all the interest accrued on the deferred amount during the calendar year to the participant:
 - a) the last day of the calendar year during the deferral period;
 - b) the last day of the leave of absence; and
 - c) on the day that participation in the plan ceases due to withdrawal from the plan or upon the death of the participant;

and such interest shall be included in the taxable income of the participant.

- 17.3 Taking Leave of Absence
- 17.3.1 The leave of absence shall occur according to, and be governed by, the collective agreement and any subsequent amendments thereto, as executed by the participant and the employer, but under no circumstances will a deferral period in excess of six (6) years be allowed.
- 17.3.2 Upon valid justification, the employer may delay the leave of absence for up to one (1) year, or upon mutual consent between the employer and the participant the commencement of the leave of absence may be postponed, all subject to the limitations in article 17.3.1.
- 17.3.3 The participant shall complete a Request for Approval form.
- 17.3.4 During the leave of absence the participant will receive payment, as per current pay type (monthly or bi-weekly), through automatic bank deposit to the participant's account. All of the deferred amount shall be paid no later than the end of the first calendar year that commences after the last calendar year of deferral.
- 17.3.5 The periodic amounts to be paid to the participant during the leave of absence shall be proportionate to the monies retained by the employer and the duration of the leave of absence less the appropriate deductions indicated in article 17.10.
- 17.3.6 The leave of absence shall commence immediately following the deferral period.
- 17.3.7 During the Deferral Period:
- a) any applicable pension contributions and benefits computed with reference to salary shall be structured according to the normal gross pay;
 - b) the participant and employer will continue paying the regular share of pension contributions and health and welfare premiums as detailed in article 17.10; and
 - c) pensionable service and pension accruals shall conform to the provisions of the appropriate pension plan and will include prescribed compensation as permitted and described in the Income Tax Act and Regulations.
- 17.3.8 During the leave of absence period:
- a) all the applicable collective agreement provisions respecting an unpaid leave of absence shall apply;

- b) the participant and the employer will each pay the regular share of pension contributions and health and welfare premiums as detailed in article 17.10; and
- c) pensionable service and pension accruals shall conform to the provisions of the appropriate pension plan and will include prescribed compensation as permitted and described in the Income Tax Act and Regulations.

17.3.9 Employees must pay any premiums for benefits before the leave commences.

17.4 Applications

17.4.1 An eligible employee wishing to participate in the plan shall submit a Request for Approval form to the immediate out-of-scope supervisor between September 1st and October 31st of the year preceding the calendar year in which the eligible employee wishes to commence participating.

17.4.2 Applications for which approval is not granted by the out-of-scope supervisor will be returned to the applicant together with a written explanation of the reason therefore.

17.4.3 Applications which do not specify the intended dates of the commencement and ending dates of the leave of absence and the purpose of the leave of absence will be denied.

17.5 Withdrawal from the Plan

17.5.1 A participant's membership in the plan must be withdrawn upon:

- a) ceasing to be an employee of the employer;
- b) continuous lay-off exceeding thirty-six (36) months;
- c) having been a recipient of long-term disability benefits for more than two (2) years;
- d) failure to take the leave of absence as provided in the collective agreement and amendments thereto; or
- e) death.

17.5.2 Upon a participant's membership ceasing pursuant to article 17.5.1, the employer shall pay to the participant, or the beneficiary as applicable, the deferred amount no later than three (3) months after ceasing membership.

17.5.3 In cases of extreme financial hardship, and with the consent of the local human resource consultant, or designate, in consultation with the supervisor, the participant may withdraw from the plan providing the request for such withdrawal is received at least six (6) months before the established commencement date of the leave of absence. In the event of such a withdrawal, the deferred amount shall be paid to the participant within three (3) months.

17.6 Suspension from Participation in the Plan

17.6.1 Upon written notice to the employer, a participant may suspend participation in the plan:

- a) upon taking an unpaid leave of absence; or
- b) within the first year of becoming a recipient of long-term disability benefits.

17.6.2 Should the cause for suspending participation cease to exist the participant shall be re-instated upon returning to active employment.

17.6.3 Any suspension of participation shall not extend the deferral period beyond six (6) years.

17.7 Deferred Amounts

17.7.1 The employer unconditionally guarantees payment of the deferred amount.

17.7.2 The deferred amount shall be invested by the employer.

17.7.3 The interest rate to be applied to the deferred amount is guaranteed to be the same rate as the employer receives on short-term investments.

17.7.4 Payroll shall maintain an individual account for the deferred amount of each participant in the plan; however, the amount will not be held in a segregated fund.

17.8 Return Following Participation in the Plan

17.8.1 The participant must resume employment with the employer, following the leave of absence, for a period of time not less than the length of the leave of absence.

17.9 General Provisions

17.9.1 The plan shall not constitute a contract of employment between a participant and the employer.

- 17.9.2 The employer reserves the right to terminate a participant at any time in accordance with the terms of the collective agreement.
- 17.9.3 No amendment to the plan or the collective agreement shall be made which will prejudice any tax ruling which is applicable prior to the amendment.
- 17.9.4 Interest credited to a participant's deferred amount under the provisions of this plan will be considered as employment income for purposes of the Income Tax Act and will be reported on the participant's T4 supplementary and shall be subject to tax withholdings.

17.10

Salary and Benefits Details

SALARY AND BENEFITS DETAILS		
ITEM	DURING DEFERRAL PERIOD	DURING LEAVE PERIOD
1. Prevailing Pay	Normal gross pay less the deferred amount	Deferred amount divided proportionately, by pay period, during leave of absence
2. Deferred Amount	As specified in the collective agreement	N/A
3. Income Tax	Calculated on the prevailing pay during deferral period	Calculated on the prevailing pay during the leave of absence and based on the then current tax rates
4. Canada Pension Plan	Calculated on the prevailing pay; applicable employer contributions to continue	Calculated on the prevailing pay during the leave of absence and based on the then current CPP rates; applicable employer contributions to continue
5. Employment Insurance	Calculated on the normal gross pay; applicable employer premiums to continue	No premium payable, therefore, there is no benefit entitlement until working the minimum requirements upon return from leave of absence
6. Pension Plan	Both the employer and participant's contribution calculated on normal gross pay	Both the employer and participant's contributions calculated on the normal gross pay that the participant would have otherwise received if not participating in the plan
7. Disability Income Plan	Benefits and employer and participant premiums calculated on the prevailing pay during deferral period	Benefits and employer and participant premiums calculated on the prevailing pay during the leave of absence and the then current premium rates
8. Dental Plan	Coverage continues at no cost to the participant	Coverage continues at no cost to the participant
9. Group Life Insurance	Coverage and employer and participant premiums calculated on the normal gross pay	Coverage and employer and participant premiums calculated on the normal gross pay had the individual not participated in the plan and the then current premium rates
10. Union Dues	Calculated on the prevailing pay during the deferral period	Calculated on the prevailing pay during the deferral period
11. Other Deductions	To be deducted as usual (e.g. CSBs, RRSPs, charities, etc.)	Same as during deferral period

ARTICLE 18 EMPLOYEE BENEFITS

18.1 All employees will be enrolled in benefit plans prescribed by the employer.

18.2 The following employee benefit plans are considered part of this agreement:

- a) Extended Health Plan
- b) SGEU Long Term Disability Plan
- c) PEBA Group Life Insurance Plan
- d) Public Service Superannuation Plan
- e) Public Employees' Pension Plan
- f) Public Employees' Benefits Agency Dental Plan
- g) Municipal Employees' Superannuation Plan

The plan texts can be linked through **mySaskPolytech** on the Human Resources Home Page.

18.3 Extended Health Plan

18.3.1 For the term of this Collective agreement the employer shall maintain the Extended Health Plan at the present rate of benefits.

18.3.2 Effective July 1, 2004 the annual premium contribution to the extended health plan shall be 1.5% of straight time payroll.

18.3.3 If there is a surplus or deficit in the plan the parties shall jointly determine the course of action to deal with the situation.

18.3.4 Any monies received from rebates on Employment Insurance premiums will be used to enhance the Extended Health Plan.

18.4 Public Employees Pension Plan (PEPP)

18.4.1 The employer's contribution for employees in this plan shall increase to 7.25% effective July 01, 2011.

18.4.2 The employee's contribution for employees in this plan shall increase to 7.25% effective July 01, 2011.

18.5 Public Service Superannuation Plan and Other Pension Plans Listed in Article 18.2

18.5.1 The employer's contribution to PEPP for employees in other pension plans shall be 2.25% effective July 01, 2011.

18.5.2 The employee's contribution to PEPP for employees in other pension plans shall be 2.25% effective July 01, 2011.

ARTICLE 19 PERSONAL FLEXIBLE SPENDING ACCOUNT

19.1 The employer shall provide a flexible spending account that will replace the previous professional development funds.

The total available funds for the Professional Services Bargaining Unit shall be:

\$138,963 for the 2012/13 Academic Year

\$138,963 for the 2013/14 Academic Year

\$138,963 for the 2014/15 Academic Year

\$138,963 for the 2015/16 Academic Year

Effective July 1, 2016 total available funds allocated to the flexible spending account will be increased by \$15,000.00 to \$153,963.00.

19.2 Employees will be eligible to receive flexible spending if they have passed the initial probation period on or before June 30th of the preceding academic year.

19.3 Employees who retire before July 1st will be given the opportunity to allocate their flexible spending funds during the regular allocation period. Retiring employees will have the option to allocate their funds to one of the following options: PEPP, RRSP, TFSA or Cash payout.

19.3.1 If an employee retires prior to the allocation period they must contact **Saskatchewan Polytechnic** to arrange for their allocation. If they do not make an allocation they will automatically receive a cash payout.

19.3.2 Employees who plan to retire after July 1st may allocate their funds during the regular allocation period. If the employee allocates funds to the Health Care Spending Account they must use the funds prior to their retirement or they will be forfeited.

19.4 Employees will receive an annual flexible spending amount based on the time worked in the previous academic year.

- 19.5** Employees will be notified of their funding amount no later than **March 1st** each year.
- 19.6 Employees will be required to log into **mySaskPolytech** each year during the allocation period from March 1st - April 30th to submit their funds allocation.
- 19.6.1 After the closing date of April 30th employees will not be able to change their allocation.
- 19.6.2 Employees who do not allocate their funds by April 30th will automatically receive a cash payout.
- 19.7** Funds will be available to employees on July 1st each year **for allocations towards Professional Development and Health Care Spending Account (HCSA). All other allocations will be made available no later than September 30th each year.**
- 19.8 Plan Options
- 19.8.1 Public Employees' Pension Plan (PEPP):
- 19.8.1.1 Employees may allocate all or a portion of their funds to their PEPP pension account. Employees choosing this option must submit a signed copy of the PEPP voluntary contribution form provided during the allocation process.
- 19.8.2 Registered Retirement Savings Plan (RRSP):
- 19.8.2.1 Employees may allocate all or a portion of their funds to their RRSP account. Employees choosing this option must submit a signed copy of the RRSP contribution form provided during the allocation process.
- 19.8.3 Tax Free Savings Account (TFSA):
- 19.8.3.1 Employees may allocate all or a portion of their funds to their TFSA account. Employees choosing this option must submit a signed copy of the TFSA contribution form provided during the allocation process.
- 19.8.4 Professional Development:
- 19.8.4.1 Employees may allocate all or a portion of their funds to professional development. Employees will be required to submit professional development claims directly to accounts payable along with all supporting receipts.
- 19.8.4.1.1 Professional development funds will be eligible for carry forward based on the following conditions:

- a) Funds may be carried forward within the professional development option from year to year.
- b) Employees may not reallocate the funds to another flexible spending option.
- c) Employees will be paid out unused professional development funds upon separation from **Saskatchewan Polytechnic** and all funds will be fully taxable.

19.8.5 Health Care Spending Account (HCSA):

19.8.5.1 Employees who are covered by the **Saskatchewan Polytechnic** Extended Health Plan-with Great West Life may allocate funds to a HCSA.

19.8.5.2 These funds can be used to cover medical and/or dental expenses that are not covered by the health or dental plan or may be used to cover expenses that have already been fully exhausted in either the health or dental plan.

19.8.5.3 Employees who choose this option must allocate a minimum of \$50 to the HCSA.

19.8.5.4 Employees participating in the HCSA may carry forward receipts for one year. Carry forward is only eligible if the employee allocates funds in the year the service occurred and in the following year.

19.8.6 Cash Payout:

19.8.6.1 Employees may opt to receive a cash payout. Cash payouts are fully taxable.

19.9 New Rates

19.9.1 Until new rates are negotiated through the collective bargaining process, funds will continue to be allocated each year on the basis of the current collective agreement allotment.

ARTICLE 20 HEALTH AND SAFETY

20.1 Occupational Health and Safety

20.1.1 The parties recognize the importance of Occupational Health and Safety in the workplace. In addition to the articles contained in this agreement, the employee has the full protection of *The Saskatchewan Employment Act*, including the right to refuse work the employee has reasonable grounds to believe is unusually dangerous and access to

information that may impact on the health and safety of the employee, as well as the duty to conduct the employee at work in a safe and responsible manner.

- 20.1.2 The employer shall make provision for the safety and health of employees during hours of work.
- 20.1.3 The employer will comply with the provisions of *The Saskatchewan Employment Act* and regulations.
- 20.1.4 The employer will supply winter survival kits acceptable to the Saskatchewan Safety Council for use in the **Saskatchewan Polytechnic** supplied vehicles for out of city work assignment.
- 20.1.5 No employee will be expected to travel outside the campus locale when temperatures are minus 35 degrees centigrade or lower.
- 20.1.6 Adequate first aid supplies (based on Workers' Compensation Board recommendations) shall be provided at all employer work sites and for all employer-supplied vehicles.
- 20.2 Provision for Immunization
- 20.2.1 Where an employee's regular work assignment results in exposure to infections or communicable diseases for which there are protective immunizations, such immunizations shall be provided at no cost to the employee (subject to management approval).
- 20.3 Working Alone
- 20.3.1 Where an employee is required to work alone, outside of core hours, in a work area which is open to the public, and the work involves receiving or paying out money, the employer shall provide an effective means of checking on the well-being of the employee at intervals which are appropriate to the circumstances.
- 20.3.2 Where an employee works in a highly regulated position with no flexibility in start/stop times, and coffee and lunch breaks, the employer will ensure that the employee is able to take work breaks for personal needs.
- 20.4 **Saskatchewan Polytechnic** wide Occupational and Health Committee
- 20.4.1 (1) The parties will establish a joint Labour/Management Committee composed of a minimum of six (6) persons, at least half of which are elected or appointed by the union. The committee will have an employee and employer co-chairperson. The committee will

be required to meet a minimum of once every six months or at the call of the co-chairs.

- (2) The mandate of the committee will be as follows:
- a) to share information among Campus OHS committees on the types of issues being addressed at the various campuses. This will be for the purpose of discussing possible responses to OHS concerns.
 - b) to assist with the development of policies or procedures that are common to all campuses; and
 - c) to assist with the design and implementation of training for employees on OHS issues.

The mandate of the **Saskatchewan Polytechnic-wide** Committee cannot and will not diminish the responsibilities of the campus committees to deal with local OHS concerns.

The committee shall be provided with the information necessary to enable the committee to meet its responsibility. This information will include statistics on the reports filed with the Worker's Compensation Board.

20.5 Workplace Joint Employer/Employee Committees

20.5.1 Joint Employer/Employee Occupational Health and Safety Committees shall be established to represent places of work as agreed between the parties. Each committee shall consist of not less than two (2) members and not more than twelve (12) members, unless specifically agreed by all members of the workplace OH&S Committee. At least one-half ($\frac{1}{2}$) of the committee members shall be employees elected or appointed by the union members and each committee shall have employer and employee chairpersons, as appointed by the respective parties.

20.5.2 The Occupational Health and Safety Committees shall have a continuing concern with respect to the health and safety at the workplace. The committees shall meet no less than quarterly. The committees shall receive, consider and recommend solutions respecting health and safety concerns at the workplace. Committee members shall be given reasonable opportunity during regular hours to deal with such concerns. Minutes of committee meetings shall be posted in the workplace and shall be made available concurrently to the employer, the union and the Occupational Health and Safety Branch.

20.5.3 Occupational Health and Safety Committee meetings shall exhaust their procedures before any matter is referred to the employer and the union for negotiation or before the matter is dealt with under the grievance procedure.

20.5.4 Wherever possible, committee meetings shall be scheduled during normal working hours. Employee members of the committee shall suffer no loss of pay or other benefits for attendance at committee meetings. An employee who attends committee meetings outside of scheduled hours of work shall be credited the time as if worked.

20.5.5 Joint Occupational Health and Safety Committees may recommend reasonably practicable measures designed to prevent occurrences of occupational health and safety problems related to the workplace.

20.6 Training for Joint Committee Members

20.6.1 Subject to reasonable notice being given, all committee members shall be entitled to up to five (5) days leave without pay, per year, for purposes of attending Occupational Health and Safety training courses, seminars or courses of instruction. However, where such training is provided by the Department of Labour, or jointly by the union and employer, employees exercising such leave shall suffer no loss of pay or benefits.

20.7 Health and Safety - A Shared Concern

20.7.1 As a matter of principle, both the union and the employer recognize that occupational health and safety is a shared concern of the parties. Both parties will endeavor cooperatively to maintain a safe work environment and will make recommendations to prevent and/or correct situations which threaten health and safety at the workplace.

ARTICLE 21 WORKERS' COMPENSATION

21.1 When an employee is injured in the performance of duties or incurs an industrial illness and the accident or illness is compensable under the Workers' Compensation Act, the employer shall pay the employee the difference between the regular monthly net wage of the employee and the monthly compensation received, for a period of up to one (1) year.

21.2 In the case of part-time or casual employees, the employer will supplement Workers' Compensation Board payments for the normal periods of employment that have been achieved by the part-time or casual employee to a maximum of one (1) year from the date of the compensable injury.

- 21.3 Pending receipt of payments from the Workers' Compensation Board, an employee shall receive advances up to the amount of normal net earnings.
- 21.4 For periods of time during which benefits are paid under this article, an employee shall be entitled to earn benefits under this agreement in accordance with article 16.1.

ARTICLE 22 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

- 22.1 The employer and the union recognize that an effective Employee and Family Assistance Program (EFAP) is important for the health and wellness of employees and their families. The EFAP provides confidential access to professional counselling services.

The employer and the union recognize that mental illness and chemical addiction are health problems. Where necessary, sick leave benefits will be granted for treatment on the same basis as now applied for other health problems per article 15.1.1.

Employees whose partner is undertaking a rehabilitative program for alcoholism or chemical addiction may apply for leave in accordance with article 15.2.1.2.2.

It is recognized by both the employer and the union that it is the personal responsibility of the individual to accept treatment and choose from the service providers approved by the **Saskatchewan Polytechnic**-wide EFAP Advisory Committee. The acknowledgement of the above is not to be interpreted as constituting a waiver of management's responsibility to maintain discipline or the right to take disciplinary measures or the union's right of defence.

- 22.2 The employer agrees to fund the Employee and Family Assistance Program.
- 22.3 A **Saskatchewan Polytechnic** wide EFAP Advisory Committee will establish guidelines and administer the program.
- 22.3.1 Saskatchewan Polytechnic** will continue to maintain an Employee and Family Assistance Program.

The parties will meet annually to discuss the plan's usage and recommend changes to the plan through meaningful consultation. **Any changes to the employee and family assistance program will be communicated via email to employees no later than 30 days prior to the change.**

- 22.4 The criteria for eligibility for the EFAP includes, but is not limited to the following:
- a) full-time and part-time employees with **Saskatchewan Polytechnic**;
 - b) employees who are on leave and employees who are on the re-employment list;
 - c) full-time and part-time employees who have left **Saskatchewan Polytechnic** for one reason or another are eligible for coverage for up to six (6) months following termination of employment.

ARTICLE 23 PROGRESSIVE DISCIPLINE

The feedback dialogue process is not subject to disciplinary matters under this article.

23.1 Investigations

23.1.1 Prior to **any** investigative meeting, the employee will be advised of the nature of the issue.

23.1.2 The employee has the right to union representation.

Reprimands, Suspension and Dismissal

23.2 Reprimands shall be recorded by means of a letter to the employee with a copy to the union. The employee's written reply to specific complaints, accusations or expressions of dissatisfaction shall be filed on the employee's personnel file. All written reprimands issued to employees shall be signed and confirmed by the employee's immediate out-of-scope supervisor.

23.3 An employee shall be allowed to peruse their own personnel file. Any response in respect to its contents shall become part of the file. The employee shall be allowed to copy any contents of the file. An employee's personnel file is the official record of performance appraisals, letters of reprimand, or other written communication between the employer and the employee. No documentation will be entered into this file unless the employee is advised, in writing, of it and has the opportunity to respond. Any response shall be part of the personnel file.

23.4 Disciplinary documents shall be removed from an employee's file after a period of two (2) years unless there are disciplinary documents of equal or greater severity placed on the employee's file within the period. If the employer requests that documents remain more than two (2) years and the union disagrees, the matter shall be referred to expedited arbitration.

- 23.5 Any disciplinary documentation placed on an employee's file due to a harassment situation will be sealed and removed from the file after three (3) years.
- 23.6 Access to an employee's personnel file may be authorized in various forms including:
- a) written authorization from the employee.
 - b) the employee signing a grievance form (which authorizes the union to access the file).
 - c) access to files as a normal course of an employee's or manager's duties.
- 23.6.2 In situations where the union is researching policy grievances, only authorized union representatives will be utilized. The parties agree that in most situations a request for specific information from **Saskatchewan Polytechnic** would be more appropriate than open access to a file.
- 23.6.3 The parties agree that appropriate confidentiality will be maintained in all situations.
- 23.7 The employee and the union must be given notice of any suspension without pay, and the reasons for it, in writing. A copy of the suspension notice shall be placed in the employee's file.
- 23.8 The out of scope supervisor shall inform an employee of any meeting involving disciplinary action. The employee has the right to union representation.
- 23.9 Where the employer has just cause, an employee may be dismissed without notice.
- 23.10 An employee who fails to give notice of resignation shall be struck from the payroll effective the date the employee is absent without leave.
- 23.11 In cases of reprimands, suspension and dismissals, the burden of proof shall rest with the employer. Evidence shall be limited to the grounds stated in the reprimand suspension or dismissal notice.
- 23.12 Job Abandonment/Absent Without Leave
- 23.12.1 An employee who is absent without leave from work shall, after five (5) consecutive work days of such unauthorized absence, be considered to have abandoned their position and will be deemed to have resigned, unless it can be shown by the employee/union that special

circumstances prevented the employee from reporting to the employee's place of work.

ARTICLE 24 GRIEVANCES

For the purpose of article 24, the following definitions will apply:

Employee Grievance: An individual employee's grievance where the subject matter of the grievance is specific to the employee.

Group Grievance: A grievance where a number of employees at one (1) campus or in one (1) department across locales with similar disputes join together in filing a grievance.

Policy Grievance: A grievance is of general interest and/or deals with an interpretation of the collective agreement and filed by the bargaining unit.

24.1 Leave for Grievances

24.1.1 Any disagreement between the parties to this agreement with respect to the application or interpretation of the articles contained herein, or any other matters relating to conditions of employment shall be resolved according to the procedures as outlined under this article.

24.1.2 The employer shall allow leave without loss of pay for one (1) elected union representative and one (1) grievor for grievance meetings under article 24.3. One (1) grievor shall be allowed leave with pay to attend arbitration hearings.

24.1.2.1 Permission to Leave Work

- a) Any employee who feels that they have been aggrieved may leave their assigned duties temporarily, without loss of pay, in order to discuss the complaint with the appropriate union representative. Suitable arrangements for an appropriate time and place for such discussions must be made between the employee and the supervisor.
- b) The employer agrees that a steward or elected officer of the union may leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure and that such steward shall not suffer any loss in pay for the time so spent. Suitable arrangements for an appropriate time and place for such discussion must be made between the supervisor and the union steward.

24.1.3 With the exception of a grievance which relates to a termination of employment, access to the grievance procedure is limited to an employee who, at the date of initiating the grievance, is an employee within the scope of this agreement.

24.2 Time Limits

24.2.1 A grievance shall be deemed to have been initiated on the date a written statement of grievance has been received by the immediate out-of-scope supervisor. A grievance to be accepted must be initiated within thirty (30) calendar days from the date on which the employee became aware of the alleged infraction. Notwithstanding the thirty (30) calendar day time limit shall not apply to those items included in the agreement where the campus has allegedly failed to apply a specific benefit, i.e. salary, 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. The effective date of any necessary retroactive pay shall be the date on which the infraction first occurred or January 1, 1988 whichever is more recent.

24.3 Procedure

24.3.1 All workplace disagreements will be discussed with the appropriate out-of-scope manager (employee and group grievances) or the director, employee relations (policy grievances) before proceeding with the grievance procedure, except in cases where time lines will be exceeded as per article 24.2.1. Discussions that do not result in resolving the issue may be grieved within the timelines contained in article 24.2.1. Advancing and responding to grievances: Every effort should be made to resolve the problems through dialogue at the local level prior to going to a grievance.

24.3.1.1 The union and its representatives shall have the right to originate a grievance on behalf of an employee, group of employees or on a policy matter and to seek adjustment with the employer in the manner provided in the grievance procedure. Such an employee, group grievance or policy matter shall be processed in the following manner:

Step 1:

The grievance shall be submitted in writing by the union on behalf of the aggrieved to the appropriate out-of-scope manager (or in their absence the human resource consultant), for employee and group grievances, or the director, employee relations for policy grievances. The appropriate out-of-scope manager shall render a decision in writing within seven (7) calendar days of receipt.

Step 2:

If a satisfactory settlement cannot be effected at step 1, the union must submit, within thirty (30) calendar days of receipt of reply at step 1, the grievance to the director, employee relations for employee and group grievances or the associate vice-president, human resources for policy grievances 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 fourteen (14) calendar days of receipt of the decision at step 2 apply for an arbitrator.

24.3.1.2 Issues regarding interpretation of the collective agreement may with agreement of the parties be advanced to step 3.

24.3.1.3 The employer shall address all grievance responses to the Labour Relations Officer assigned to the **Saskatchewan Polytechnic** bargaining unit.

24.3.2 The employer shall allow leave without loss of pay and benefits, and agrees to pay necessary expenses for those employees required to travel away from their locale for meetings arranged to discuss policy grievances as per article 24.3.1.1.

ARTICLE 25 **ARBITRATION**

25.1 Selection of an Arbitrator

25.1.1 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.

25.1.2 The arbitrator will be selected on a rotational basis from a list developed and agreed to by the parties, updated as required. The order in which they will act shall be determined by the order in which they have been listed. In the event that the person whose turn it is to act is not available, the member next following shall act.

25.2 Procedure

25.2.1 The arbitrator shall fix a time and place of sittings, after consultation with the parties.

25.2.2 The arbitrator shall determine the procedure, but shall give full opportunity to all parties to present evidence and make

representations. The arbitrator shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure.

- 25.2.3 In the event that an employee is called as a witness in an arbitration convened under article 25, 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.

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

25.3 Decision of the Arbitrator

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

25.3.2 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 the arbitrator deems just and equitable.

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

25.4 Expenses of the Arbitrator

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

25.5 Pre-Hearing Settlement Conference

25.5.1 When one of the parties has decided to advance the grievance to step 3 (arbitration), the parties may mutually agree to a pre-hearing settlement conference.

25.5.2 The conference will be conducted by an arbitrator agreed to by the parties but may not be the arbitrator scheduled to hear the case at step 3.

25.5.3 The arbitrator will have the latitude to attempt to mediate the situation but if that is unsuccessful will give the parties an indication of how the situation would be dealt with in an arbitration award.

25.5.4 The parties may utilize that indication as a basis for settlement on a “without prejudice and precedence” basis or one of the parties may indicate that they still wish to proceed to arbitration. If the last situation is the case then the grievance shall proceed to arbitration.

25.5.5 All agreements concluded during this process will be documented by the arbitrator or forwarded to the parties.

25.6 Expedited Arbitration and Mediation Process

25.6.1 The parties shall meet as often as required to review outstanding grievances filed with the employer to determine, by mutual agreement, those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

- a) An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each class.

25.6.2 All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- a) dismissals;
- b) failure on probation;
- c) suspensions in excess of twenty (20) work days;
- d) policy grievances;
- e) grievances requiring substantial interpretation of a provision of the Collective agreement;
- f) grievances requiring presentation of extrinsic evidence;
- g) grievances where a party intends to raise a preliminary objection;
- h) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

25.6.3 By mutual agreement the procedure may be used after step 1 or step 2 of the grievance procedure.

25.6.4 The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.

- 25.6.5 The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- 25.6.6 Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- 25.6.7 All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- 25.6.8 A grievance determined by either party to fall within one of the categories listed in article 25.6.2 above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing.
- 25.6.9 No legal counsel will be used by either party. The union will use elected representatives or staff representatives. The employer will use employees of their Human Resource Department.
- 25.6.10 Whenever possible the arbitrator will attempt to mediate a settlement between the parties.
- 25.6.11 The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.
- 25.6.12 The expedited arbitrator shall have the same powers and authority as an arbitrator established under the provisions of article 25 excepting article 25.2.4.
- 25.6.13 It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- 25.6.14 Procedure Guidelines
- 25.6.14.1
- a) The Opening Statement: This should basically set out the case from each party's perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.
 - i) The parties or their representatives will try to get an agreed statement of facts for presentation to the arbitrator.
 - b) The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.
 - c) The Arguments: As agreed, the parties will not cite legal precedents, but may refer to Brown and Beatty, Palmer, etc.

However, it is imperative that the relevant provisions of the collective agreement be canvassed by the representative to ensure that all relevant clauses are put before the arbitrator.

- i) General rules of evidence will be waived except for the rule of "onus."
- d) Mediation: Representatives must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before said arbitrator. Specifically, if the representatives can assist in assessing credibility and/or contradictory evidence, they should do so.

ARTICLE 26 PRESENT CONDITIONS AND BENEFITS

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

26.2 All provisions of this agreement shall, unless otherwise specified, and where applicable, accrue on a prorata basis to employees who work less than full-time.

ARTICLE 27 COPIES OF THE AGREEMENT

27.1 **Saskatchewan Polytechnic** shall provide one (1) copy of the collective agreement to each of the employees, printed at a shop chosen by the employer.

Additional copies shall be provided, at cost, to the union.

ARTICLE 28 DURATION OF THE AGREEMENT

28.1 This agreement between **Saskatchewan Polytechnic** and the Professional Services bargaining unit shall be binding and remain in effect from July 1, **2016** to June 30, **2022**, and shall continue from year to year thereafter unless either party gives to the other party notice in writing to negotiate amendments. **Such notice shall be given not less than sixty (60) days or more than one-hundred and twenty (120) days before the expiry of the Collective Agreement.**

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

APPENDIX A - SALARY TABLES

Professional Services Salary Table

July 1, 2016

(ZERO PERCENT INCREASE OVER JULY 1, 2015)

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Band 1	Annual	\$32,009.00	\$33,091.00	\$34,305.00	\$35,533.00	\$36,843.00	\$38,170.00
	Bi-Weekly	\$1,231.12	\$1,272.73	\$1,319.42	\$1,366.65	\$1,417.04	\$1,468.08
	Hourly	\$17.10	\$17.68	\$18.33	\$18.98	\$19.68	\$20.39
Band 2	Annual	\$33,138.00	\$34,351.00	\$35,582.00	\$36,894.00	\$38,221.00	\$39,597.00
	Bi-Weekly	\$1,274.54	\$1,321.19	\$1,368.54	\$1,419.00	\$1,470.04	\$1,522.96
	Hourly	\$17.70	\$18.35	\$19.01	\$19.71	\$20.42	\$21.15
Band 3	Annual	\$34,959.00	\$36,236.00	\$37,550.00	\$38,892.00	\$40,318.00	\$41,778.00
	Bi-Weekly	\$1,344.58	\$1,393.69	\$1,444.23	\$1,495.85	\$1,550.69	\$1,606.85
	Hourly	\$18.67	\$19.36	\$20.06	\$20.78	\$21.54	\$22.32
Band 4	Annual	\$37,222.00	\$38,597.00	\$39,990.00	\$41,465.00	\$42,923.00	\$44,514.00
	Bi-Weekly	\$1,431.62	\$1,484.50	\$1,538.08	\$1,594.81	\$1,650.88	\$1,712.08
	Hourly	\$19.88	\$20.62	\$21.36	\$22.15	\$22.93	\$23.78
Band 5	Annual	\$41,120.00	\$42,645.00	\$44,137.00	\$45,761.00	\$47,418.00	\$49,152.00
	Bi-Weekly	\$1,581.54	\$1,640.19	\$1,697.58	\$1,760.04	\$1,823.77	\$1,890.46
	Hourly	\$21.97	\$22.78	\$23.58	\$24.44	\$25.33	\$26.26
Band 6	Annual	\$46,514.00	\$48,217.00	\$49,970.00	\$51,758.00	\$53,644.00	\$55,577.00
	Bi-Weekly	\$1,789.00	\$1,854.50	\$1,921.92	\$1,990.69	\$2,063.23	\$2,137.58
	Hourly	\$24.85	\$25.76	\$26.69	\$27.65	\$28.66	\$29.69
Band 7	Annual	\$48,809.00	\$50,592.00	\$52,413.00	\$54,331.00	\$56,298.00	\$58,361.00
	Bi-Weekly	\$1,877.27	\$1,945.85	\$2,015.88	\$2,089.65	\$2,165.31	\$2,244.65
	Hourly	\$26.07	\$27.03	\$28.00	\$29.02	\$30.07	\$31.18
Band 8	Annual	\$54,953.00	\$56,921.00	\$59,003.00	\$61,133.00	\$63,345.00	\$65,641.00
	Bi-Weekly	\$2,113.58	\$2,189.27	\$2,269.35	\$2,351.27	\$2,436.35	\$2,524.65
	Hourly	\$29.36	\$30.41	\$31.52	\$32.66	\$33.84	\$35.06
Band 9	Annual	\$61,345.00	\$63,558.00	\$65,853.00	\$68,245.00	\$70,704.00	\$73,277.00
	Bi-Weekly	\$2,359.42	\$2,444.54	\$2,532.81	\$2,624.81	\$2,719.38	\$2,818.35
	Hourly	\$32.77	\$33.95	\$35.18	\$36.46	\$37.77	\$39.14
Band 10	Annual	\$71,441.00	\$74,048.00	\$76,718.00	\$79,488.00	\$82,372.00	\$85,372.00
	Bi-Weekly	\$2,747.73	\$2,848.00	\$2,950.69	\$3,057.23	\$3,168.15	\$3,283.54
	Hourly	\$38.16	\$39.56	\$40.98	\$42.46	\$44.00	\$45.60

Professional Services Salary Table
 July 1, 2017
 (ZERO PERCENT INCREASE OVER JULY 1, 2016)

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Band 1	Annual	\$32,009.00	\$33,091.00	\$34,305.00	\$35,533.00	\$36,843.00	\$38,170.00
	Bi-Weekly	\$1,231.12	\$1,272.73	\$1,319.42	\$1,366.65	\$1,417.04	\$1,468.08
	Hourly	\$17.10	\$17.68	\$18.33	\$18.98	\$19.68	\$20.39
Band 2	Annual	\$33,138.00	\$34,351.00	\$35,582.00	\$36,894.00	\$38,221.00	\$39,597.00
	Bi-Weekly	\$1,274.54	\$1,321.19	\$1,368.54	\$1,419.00	\$1,470.04	\$1,522.96
	Hourly	\$17.70	\$18.35	\$19.01	\$19.71	\$20.42	\$21.15
Band 3	Annual	\$34,959.00	\$36,236.00	\$37,550.00	\$38,892.00	\$40,318.00	\$41,778.00
	Bi-Weekly	\$1,344.58	\$1,393.69	\$1,444.23	\$1,495.85	\$1,550.69	\$1,606.85
	Hourly	\$18.67	\$19.36	\$20.06	\$20.78	\$21.54	\$22.32
Band 4	Annual	\$37,222.00	\$38,597.00	\$39,990.00	\$41,465.00	\$42,923.00	\$44,514.00
	Bi-Weekly	\$1,431.62	\$1,484.50	\$1,538.08	\$1,594.81	\$1,650.88	\$1,712.08
	Hourly	\$19.88	\$20.62	\$21.36	\$22.15	\$22.93	\$23.78
Band 5	Annual	\$41,120.00	\$42,645.00	\$44,137.00	\$45,761.00	\$47,418.00	\$49,152.00
	Bi-Weekly	\$1,581.54	\$1,640.19	\$1,697.58	\$1,760.04	\$1,823.77	\$1,890.46
	Hourly	\$21.97	\$22.78	\$23.58	\$24.44	\$25.33	\$26.26
Band 6	Annual	\$46,514.00	\$48,217.00	\$49,970.00	\$51,758.00	\$53,644.00	\$55,577.00
	Bi-Weekly	\$1,789.00	\$1,854.50	\$1,921.92	\$1,990.69	\$2,063.23	\$2,137.58
	Hourly	\$24.85	\$25.76	\$26.69	\$27.65	\$28.66	\$29.69
Band 7	Annual	\$48,809.00	\$50,592.00	\$52,413.00	\$54,331.00	\$56,298.00	\$58,361.00
	Bi-Weekly	\$1,877.27	\$1,945.85	\$2,015.88	\$2,089.65	\$2,165.31	\$2,244.65
	Hourly	\$26.07	\$27.03	\$28.00	\$29.02	\$30.07	\$31.18
Band 8	Annual	\$54,953.00	\$56,921.00	\$59,003.00	\$61,133.00	\$63,345.00	\$65,641.00
	Bi-Weekly	\$2,113.58	\$2,189.27	\$2,269.35	\$2,351.27	\$2,436.35	\$2,524.65
	Hourly	\$29.36	\$30.41	\$31.52	\$32.66	\$33.84	\$35.06
Band 9	Annual	\$61,345.00	\$63,558.00	\$65,853.00	\$68,245.00	\$70,704.00	\$73,277.00
	Bi-Weekly	\$2,359.42	\$2,444.54	\$2,532.81	\$2,624.81	\$2,719.38	\$2,818.35
	Hourly	\$32.77	\$33.95	\$35.18	\$36.46	\$37.77	\$39.14
Band 10	Annual	\$71,441.00	\$74,048.00	\$76,718.00	\$79,488.00	\$82,372.00	\$85,372.00
	Bi-Weekly	\$2,747.73	\$2,848.00	\$2,950.69	\$3,057.23	\$3,168.15	\$3,283.54
	Hourly	\$38.16	\$39.56	\$40.98	\$42.46	\$44.00	\$45.60

Professional Services Salary Table
 July 1, 2018
 (1.0 PERCENT INCREASE OVER JULY 1, 2017)

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Band 1	Annual	\$32,330.00	\$33,422.00	\$34,649.00	\$35,889.00	\$37,212.00	\$38,552.00
	Bi-Weekly	\$1,243.46	\$1,285.46	\$1,332.65	\$1,380.35	\$1,431.23	\$1,482.77
	Hourly	\$17.27	\$17.85	\$18.51	\$19.17	\$19.88	\$20.59
Band 2	Annual	\$33,470.00	\$34,695.00	\$35,938.00	\$37,263.00	\$38,604.00	\$39,993.00
	Bi-Weekly	\$1,287.31	\$1,334.42	\$1,382.23	\$1,433.19	\$1,484.77	\$1,538.19
	Hourly	\$17.88	\$18.53	\$19.20	\$19.91	\$20.62	\$21.36
Band 3	Annual	\$35,309.00	\$36,599.00	\$37,926.00	\$39,281.00	\$40,722.00	\$42,196.00
	Bi-Weekly	\$1,358.04	\$1,407.65	\$1,458.69	\$1,510.81	\$1,566.23	\$1,622.92
	Hourly	\$18.86	\$19.55	\$20.26	\$20.98	\$21.75	\$22.54
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Band 4	Annual	\$37,595.00	\$38,983.00	\$40,390.00	\$41,880.00	\$43,353.00	\$44,960.00
	Bi-Weekly	\$1,445.96	\$1,499.35	\$1,553.46	\$1,610.77	\$1,667.42	\$1,729.23
	Hourly	\$20.08	\$20.82	\$21.58	\$22.37	\$23.16	\$24.02
Band 5	Annual	\$41,532.00	\$43,072.00	\$44,579.00	\$46,219.00	\$47,893.00	\$49,644.00
	Bi-Weekly	\$1,597.38	\$1,656.62	\$1,714.58	\$1,777.65	\$1,842.04	\$1,909.38
	Hourly	\$22.19	\$23.01	\$23.81	\$24.69	\$25.58	\$26.52
Band 6	Annual	\$46,980.00	\$48,700.00	\$50,470.00	\$52,276.00	\$54,181.00	\$56,133.00
	Bi-Weekly	\$1,806.92	\$1,873.08	\$1,941.15	\$2,010.62	\$2,083.88	\$2,158.96
	Hourly	\$25.10	\$26.01	\$26.96	\$27.93	\$28.94	\$29.99
Band 7	Annual	\$49,298.00	\$51,098.00	\$52,938.00	\$54,875.00	\$56,861.00	\$58,945.00
	Bi-Weekly	\$1,896.08	\$1,965.31	\$2,036.08	\$2,110.58	\$2,186.96	\$2,267.12
	Hourly	\$26.33	\$27.30	\$28.28	\$29.31	\$30.37	\$31.49
Band 8	Annual	\$55,503.00	\$57,491.00	\$59,594.00	\$61,745.00	\$63,979.00	\$66,298.00
	Bi-Weekly	\$2,134.73	\$2,211.19	\$2,292.08	\$2,374.81	\$2,460.73	\$2,549.92
	Hourly	\$29.65	\$30.71	\$31.83	\$32.98	\$34.18	\$35.42
Band 9	Annual	\$61,959.00	\$64,194.00	\$66,512.00	\$68,928.00	\$71,412.00	\$74,010.00
	Bi-Weekly	\$2,383.04	\$2,469.00	\$2,558.15	\$2,651.08	\$2,746.62	\$2,846.54
	Hourly	\$33.10	\$34.29	\$35.53	\$36.82	\$38.15	\$39.54
Band 10	Annual	\$72,156.00	\$74,789.00	\$77,486.00	\$80,283.00	\$83,196.00	\$86,226.00
	Bi-Weekly	\$2,775.23	\$2,876.50	\$2,980.23	\$3,087.81	\$3,199.85	\$3,316.38
	Hourly	\$38.54	\$39.95	\$41.39	\$42.89	\$44.44	\$46.06

Professional Services Salary Table
 July 1, 2019
 (2.0 PERCENT INCREASE OVER JULY 1, 2018)

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Band 1	Annual	\$32,977.00	\$34,091.00	\$35,342.00	\$36,607.00	\$37,957.00	\$39,324.00
	Bi-Weekly	\$1,268.35	\$1,311.19	\$1,359.31	\$1,407.96	\$1,459.88	\$1,512.46
	Hourly	\$17.62	\$18.21	\$18.88	\$19.56	\$20.28	\$21.01
Band 2	Annual	\$34,140.00	\$35,389.00	\$36,657.00	\$38,009.00	\$39,377.00	\$40,793.00
	Bi-Weekly	\$1,313.08	\$1,361.12	\$1,409.88	\$1,461.88	\$1,514.50	\$1,568.96
	Hourly	\$18.24	\$18.90	\$19.58	\$20.30	\$21.03	\$21.79
Band 3	Annual	\$36,016.00	\$37,331.00	\$38,685.00	\$40,067.00	\$41,537.00	\$43,040.00
	Bi-Weekly	\$1,385.23	\$1,435.81	\$1,487.88	\$1,541.04	\$1,597.58	\$1,655.38
	Hourly	\$19.24	\$19.94	\$20.67	\$21.40	\$22.19	\$22.99
Band 4	Annual	\$38,347.00	\$39,763.00	\$41,198.00	\$42,718.00	\$44,221.00	\$45,860.00
	Bi-Weekly	\$1,474.88	\$1,529.35	\$1,584.54	\$1,643.00	\$1,700.81	\$1,763.85
	Hourly	\$20.48	\$21.24	\$22.01	\$22.82	\$23.62	\$24.50
Band 5	Annual	\$42,363.00	\$43,934.00	\$45,471.00	\$47,144.00	\$48,851.00	\$50,637.00
	Bi-Weekly	\$1,629.35	\$1,689.77	\$1,748.88	\$1,813.23	\$1,878.88	\$1,947.58
	Hourly	\$22.63	\$23.47	\$24.29	\$25.18	\$26.10	\$27.05
Band 6	Annual	\$47,920.00	\$49,674.00	\$51,480.00	\$53,322.00	\$55,265.00	\$57,256.00
	Bi-Weekly	\$1,843.08	\$1,910.54	\$1,980.00	\$2,050.85	\$2,125.58	\$2,202.15
	Hourly	\$25.60	\$26.54	\$27.50	\$28.48	\$29.52	\$30.59
Band 7	Annual	\$50,284.00	\$52,120.00	\$53,997.00	\$55,973.00	\$57,999.00	\$60,124.00
	Bi-Weekly	\$1,934.00	\$2,004.62	\$2,076.81	\$2,152.81	\$2,230.73	\$2,312.46
	Hourly	\$26.86	\$27.84	\$28.84	\$29.90	\$30.98	\$32.12
Band 8	Annual	\$56,614.00	\$58,641.00	\$60,786.00	\$62,980.00	\$65,259.00	\$67,624.00
	Bi-Weekly	\$2,177.46	\$2,255.42	\$2,337.92	\$2,422.31	\$2,509.96	\$2,600.92
	Hourly	\$30.24	\$31.33	\$32.47	\$33.64	\$34.86	\$36.12
Band 9	Annual	\$63,199.00	\$65,478.00	\$67,843.00	\$70,307.00	\$72,841.00	\$75,491.00
	Bi-Weekly	\$2,430.73	\$2,518.38	\$2,609.35	\$2,704.12	\$2,801.58	\$2,903.50
	Hourly	\$33.76	\$34.98	\$36.24	\$37.56	\$38.91	\$40.33
Band 10	Annual	\$73,600.00	\$76,285.00	\$79,036.00	\$81,889.00	\$84,860.00	\$87,951.00
	Bi-Weekly	\$2,830.77	\$2,934.04	\$3,039.85	\$3,149.58	\$3,263.85	\$3,382.73
	Hourly	\$39.32	\$40.75	\$42.22	\$43.74	\$45.33	\$46.98

Professional Services Salary Table
 July 1, 2020
 (2.0 PERCENT INCREASE OVER JULY 1, 2019)

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Band 1	Annual	\$33,637.00	\$34,773.00	\$36,049.00	\$37,340.00	\$38,717.00	\$40,111.00
	Bi-Weekly	\$1,293.73	\$1,337.42	\$1,386.50	\$1,436.15	\$1,489.12	\$1,542.73
	Hourly	\$17.97	\$18.58	\$19.26	\$19.95	\$20.68	\$21.43
Band 2	Annual	\$34,823.00	\$36,097.00	\$37,391.00	\$38,770.00	\$40,165.00	\$41,609.00
	Bi-Weekly	\$1,339.35	\$1,388.35	\$1,438.12	\$1,491.15	\$1,544.81	\$1,600.35
	Hourly	\$18.60	\$19.28	\$19.97	\$20.71	\$21.46	\$22.23
Band 3	Annual	\$36,737.00	\$38,078.00	\$39,459.00	\$40,869.00	\$42,368.00	\$43,901.00
	Bi-Weekly	\$1,412.96	\$1,464.54	\$1,517.65	\$1,571.88	\$1,629.54	\$1,688.50
	Hourly	\$19.62	\$20.34	\$21.08	\$21.83	\$22.63	\$23.45
Band 4	Annual	\$39,114.00	\$40,559.00	\$42,022.00	\$43,573.00	\$45,106.00	\$46,778.00
	Bi-Weekly	\$1,504.38	\$1,559.96	\$1,616.23	\$1,675.88	\$1,734.85	\$1,799.15
	Hourly	\$20.89	\$21.67	\$22.45	\$23.28	\$24.10	\$24.99
Band 5	Annual	\$43,211.00	\$44,813.00	\$46,381.00	\$48,087.00	\$49,829.00	\$51,650.00
	Bi-Weekly	\$1,661.96	\$1,723.58	\$1,783.88	\$1,849.50	\$1,916.50	\$1,986.54
	Hourly	\$23.08	\$23.94	\$24.78	\$25.69	\$26.62	\$27.59
Band 6	Annual	\$48,879.00	\$50,668.00	\$52,510.00	\$54,389.00	\$56,371.00	\$58,402.00
	Bi-Weekly	\$1,879.96	\$1,948.77	\$2,019.62	\$2,091.88	\$2,168.12	\$2,246.23
	Hourly	\$26.11	\$27.07	\$28.05	\$29.05	\$30.11	\$31.20
Band 7	Annual	\$51,290.00	\$53,163.00	\$55,077.00	\$57,093.00	\$59,159.00	\$61,327.00
	Bi-Weekly	\$1,972.69	\$2,044.73	\$2,118.35	\$2,195.88	\$2,275.35	\$2,358.73
	Hourly	\$27.40	\$28.40	\$29.42	\$30.50	\$31.60	\$32.76
Band 8	Annual	\$57,747.00	\$59,814.00	\$62,002.00	\$64,240.00	\$66,565.00	\$68,977.00
	Bi-Weekly	\$2,221.04	\$2,300.54	\$2,384.69	\$2,470.77	\$2,560.19	\$2,652.96
	Hourly	\$30.85	\$31.95	\$33.12	\$34.32	\$35.56	\$36.85
Band 9	Annual	\$64,463.00	\$66,788.00	\$69,200.00	\$71,714.00	\$74,298.00	\$77,001.00
	Bi-Weekly	\$2,479.35	\$2,568.77	\$2,661.54	\$2,758.23	\$2,857.62	\$2,961.58
	Hourly	\$34.44	\$35.68	\$36.97	\$38.31	\$39.69	\$41.13
Band 10	Annual	\$75,072.00	\$77,811.00	\$80,617.00	\$83,527.00	\$86,558.00	\$89,711.00
	Bi-Weekly	\$2,887.38	\$2,992.73	\$3,100.65	\$3,212.58	\$3,329.15	\$3,450.42
	Hourly	\$40.10	\$41.57	\$43.06	\$44.62	\$46.24	\$47.92

Professional Services Salary Table
 July 1, 2021
 (2.0 PERCENT INCREASE OVER JULY 1, 2020)

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Band 1	Annual	\$34,310.00	\$35,469.00	\$36,770.00	\$38,087.00	\$39,492.00	\$40,914.00
	Bi-Weekly	\$1,319.62	\$1,364.19	\$1,414.23	\$1,464.88	\$1,518.92	\$1,573.62
	Hourly	\$18.33	\$18.95	\$19.64	\$20.35	\$21.10	\$21.86
Band 2	Annual	\$35,520.00	\$36,819.00	\$38,139.00	\$39,546.00	\$40,969.00	\$42,442.00
	Bi-Weekly	\$1,366.15	\$1,416.12	\$1,466.88	\$1,521.00	\$1,575.73	\$1,632.38
	Hourly	\$18.97	\$19.67	\$20.37	\$21.13	\$21.89	\$22.67
Band 3	Annual	\$37,472.00	\$38,840.00	\$40,249.00	\$41,687.00	\$43,216.00	\$44,780.00
	Bi-Weekly	\$1,441.23	\$1,493.85	\$1,548.04	\$1,603.35	\$1,662.15	\$1,722.31
	Hourly	\$20.02	\$20.75	\$21.50	\$22.27	\$23.09	\$23.92
Band 4	Annual	\$39,897.00	\$41,371.00	\$42,863.00	\$44,445.00	\$46,009.00	\$47,714.00
	Bi-Weekly	\$1,534.50	\$1,591.19	\$1,648.58	\$1,709.42	\$1,769.58	\$1,835.15
	Hourly	\$21.31	\$22.10	\$22.90	\$23.74	\$24.58	\$25.49
Band 5	Annual	\$44,076.00	\$45,710.00	\$47,309.00	\$49,049.00	\$50,826.00	\$52,683.00
	Bi-Weekly	\$1,695.23	\$1,758.08	\$1,819.58	\$1,886.50	\$1,954.85	\$2,026.27
	Hourly	\$23.54	\$24.42	\$25.27	\$26.20	\$27.15	\$28.14
Band 6	Annual	\$49,857.00	\$51,682.00	\$53,561.00	\$55,477.00	\$57,499.00	\$59,571.00
	Bi-Weekly	\$1,917.58	\$1,987.77	\$2,060.04	\$2,133.73	\$2,211.50	\$2,291.19
	Hourly	\$26.63	\$27.61	\$28.61	\$29.64	\$30.72	\$31.82
Band 7	Annual	\$52,316.00	\$54,227.00	\$56,179.00	\$58,235.00	\$60,343.00	\$62,554.00
	Bi-Weekly	\$2,012.15	\$2,085.65	\$2,160.73	\$2,239.81	\$2,320.88	\$2,405.92
	Hourly	\$27.95	\$28.97	\$30.01	\$31.11	\$32.23	\$33.42
Band 8	Annual	\$58,902.00	\$61,011.00	\$63,243.00	\$65,525.00	\$67,897.00	\$70,357.00
	Bi-Weekly	\$2,265.46	\$2,346.58	\$2,432.42	\$2,520.19	\$2,611.42	\$2,706.04
	Hourly	\$31.46	\$32.59	\$33.78	\$35.00	\$36.27	\$37.58
Band 9	Annual	\$65,753.00	\$68,124.00	\$70,584.00	\$73,149.00	\$75,784.00	\$78,542.00
	Bi-Weekly	\$2,528.96	\$2,620.15	\$2,714.77	\$2,813.42	\$2,914.77	\$3,020.85
	Hourly	\$35.12	\$36.39	\$37.71	\$39.08	\$40.48	\$41.96
Band 10	Annual	\$76,574.00	\$79,368.00	\$82,230.00	\$85,198.00	\$88,290.00	\$91,506.00
	Bi-Weekly	\$2,945.15	\$3,052.62	\$3,162.69	\$3,276.85	\$3,395.77	\$3,519.46
	Hourly	\$40.90	\$42.40	\$43.93	\$45.51	\$47.16	\$48.88

**APPENDIX B - LETTER OF UNDERSTANDING
INDIGENOUS REPRESENTATIVE WORKFORCE**

LETTER OF UNDERSTANDING

**Between
SASKATCHEWAN POLYTECHNIC
(SaskPolytech)**

**And
SASKATCHEWAN GOVERNMENT and GENERAL EMPLOYEES' UNION
(SGEU)**

RE: INDIGENOUS REPRESENTATIVE WORKFORCE

In recognition of the Calls to Action, the parties agree to work together to develop strategies addressing employment gaps. The parties recognize that Indigenous persons are not represented in the SaskPolytech workforce in proportion to their potential labour force numbers. The parties also agree that specific initiatives are required by the parties along with other stakeholders including the Indigenous community, to prepare and develop the Indigenous workforce and to facilitate the integration of Indigenous persons into the SaskPolytech work environment.

The parties agree to:

- name three (3) persons from each party to serve on this committee to be identified within 90 days of signing of the collective agreement;
- commit to an initial frequency of meetings while in exploration of identified priorities that will be determined by the committee, along with a formal terms of reference. Once priorities are established, the committee will meet a minimum of two times per academic year;
- determine the proportional representation of working age Indigenous persons at each respective community location (Saskatoon, Regina, Moose Jaw and Prince Albert) utilizing a socioeconomic database as determined by the Terms of Reference.
- identify barriers to Indigenous employment including improvements to recruit, hire, train and retain Indigenous persons;
- develop initiatives of mutual benefit designed to meet Indigenous employee needs within SaskPolytech;

- **report back to the parties the objectives and priorities to foster awareness and understanding within each party’s constituents of issues impacting Indigenous persons;**
- **ensure the committee’s role will be advisory in nature. Committee members will take direction and report back to their respective parties;**
- **not circumvent the provisions in the collective agreement or make changes to the collective agreement language; and**
- **all costs associated with the operation of this committee and the participation in any related activities or training will be the responsibility of SaskPolytech.**

This Letter of Understanding will expire on June 30, 2022, unless renewed by mutual agreement.

Signed on behalf of:
Professional Services Bargaining Unit

Signed on behalf of:
Saskatchewan Polytechnic

Bonnie Bond

Donald Soanes

Dated at Saskatoon, Saskatchewan this _____ day of _____, 2020

**APPENDIX C - LETTER OF UNDERSTANDING
UNION MANAGEMENT DIALOGUE**

LETTER OF UNDERSTANDING

Between
SASKATCHEWAN POLYTECHNIC
(SaskPolytech)

And
SASKATCHEWAN GOVERNMENT and GENERAL EMPLOYEES' UNION
(SGEU)

Re: Union Management Dialogue

The parties are committed to establishing a positive working relationship and to solving problems throughout the term of the collective agreement. The parties share a common belief that the basis of good labour relations rests upon ongoing dialogue and communication. Both **Saskatchewan Polytechnic** and SGEU agree to work together in the operation of a joint Labour-Management Committee.

The parties therefore mutually agree in principle to work together to:

- a) The purpose and function of the Committee will be to promote better communications, mutual respect and understanding between management and the union; to discuss and attempt to resolve issues and concerns of the parties; and to share information on operational changes being considered by management. The Committee shall be advisory in nature and not executive.
- b) The Committee will have equal representation of the parties to be composed of up to five (5) representative from **Saskatchewan Polytechnic** management and up to five (5) representatives from the SGEU professional services bargaining unit. Employee representatives will be chosen by the union, **Saskatchewan Polytechnic** management will be chosen by administration.
- c) Meetings will generally occur monthly, at a time mutually agreeable to the parties. Minutes of each meeting will be kept.
- d) The Committee shall not have jurisdiction over wages or any other collective bargaining matter, including the administration of the collective agreement. The Committee shall not supersede the activities of any committee of the SGEU or **Saskatchewan Polytechnic**. It does not have the power to bind either the union, its members, or **Saskatchewan Polytechnic** to any decisions or conclusion reached in its discussions, unless by mutual agreement. The Committee shall have the power to make recommendations to the union and management with respect to its discussions and conclusions.

Signed on behalf of:
Professional Services Bargaining Unit

Signed on behalf of:
Saskatchewan Polytechnic

Bonnie Bond

Donald Soanes

Dated at Saskatoon, Saskatchewan this _____ day of _____, 2020

**APPENDIX D - LETTER OF UNDERSTANDING
JOB EVALUATION PROCESS REVIEW**

LETTER OF UNDERSTANDING

**Between
SASKATCHEWAN POLYTECHNIC (SaskPolytech)
And
SASKATCHEWAN GOVERNMENT and GENERAL EMPLOYEES' UNION
(SGEU)**

RE: JOB EVALUATION PROCESS REVIEW

The parties to this Letter of Understanding agree to work cooperatively to review the merits of continuing with the current job evaluation system.

The parties agree that there will be consultation throughout this review and any changes and/or revisions to the job evaluation plan that may flow out of such review or the adoption of an alternative method/technology or other identified improvements.

Any implementation of salary adjustments, wage grids, or impact to the collective bargaining agreement that may flow out of implementation will be referred back to the collective bargaining process.

Either party may with thirty (30) days' written notice inform the other party of their intent to terminate this letter of understanding without cause and revert back to current language of the collective bargaining agreement.

Signed on behalf of:
Professional Services Bargaining Unit

Signed on behalf of:
Saskatchewan Polytechnic

Bonnie Bond

Donald Soanes

Dated at Saskatoon, Saskatchewan this _____ day of _____, 2020

**APPENDIX E - LETTER OF UNDERSTANDING
JOB EVALUATION CHALLENGE PROCESS**

LETTER OF UNDERSTANDING

**Between
SASKATCHEWAN POLYTECHNIC
(SaskPolytech)**

**And
SASKATCHEWAN GOVERNMENT and GENERAL EMPLOYEES' UNION
(SGEU)**

RE: JOB EVALUATION CHALLENGE PROCESS

Eligibility criteria for challenge process under article 13.4.2.1.

Preamble

This process is used when a change in job duties is significant, but not of a magnitude where a new job should be created and posted instead.

The job re-evaluation process must be completed, including all appeals, before the results are posted under clause a).

If a challenge is successful under clause b), the challenger's position with the new duties incorporated into it will be re-evaluated in its entirety. Note that the new duties will be incorporated into the challenger's job but there is no guarantee that the job will increase in pay band. Members of the job evaluation committee will not make preliminary assessments about a change in job band before a challenge is brought. The incumbent's position will also be re-evaluated with the previously added duties are removed.

Eligibility Criteria

This process considers all the following eligibility criteria at the time the duties were assigned, if that can be reasonably determined, otherwise at the time the job was re-evaluated

- ✓ **The challenger must be more senior than the incumbent.**
 - **If not more senior, then the challenge process ends**
 - **Notify any employees who have indicated they wish to challenge that they are not eligible because of insufficient seniority.**

And,

- ✓ **The challenger must be from the same division/department**
 - **If not from the division/department, then the challenge process ends**
 - **Notify: not eligible because not from the division/department.**

And,

- ✓ **The challenger must be from the same locale**
 - **Notwithstanding the above, the parties recognize that Saskatchewan Polytechnic has developed into a provincial model during the life of the CBA. Therefore, if locale is not a bona fide requirement, challenges from other Saskatchewan Polytechnic campuses will be considered.**
 - **If not from the locale, when bona fide, then the challenge process ends**
 - **Notify: not eligible because of locale.**

And,

- ✓ **The challenger must be in a lower pay band than the new pay band assigned after the job was re-evaluated.**
 - **For the purposes of a challenge review, “lower pay band” means a pay band that is lower than the new rating of the position that prompted the challenge.**
 - **For example: If a job increases from pay band 6 to 8, then eligible challengers would have a pay band of 7 or lower at the time the duties were assigned.**
 - **If the pay band is not lower, then the challenge process ends**
 - **Notify: not eligible because pay band is the same or higher than the new rating.**

If all the above criteria are met, then determine the challenger’s further eligibility based on the steps below:

Step 1: Assess if the re-evaluation is due to a change in duties

- **A job may have additional work added to it, but if it is more of the same work, then it is not a change in duties**
- **For example, the job duties may not have changed, but the processes and technologies that area used to do the job may have become more complex (i.e.: technology changes in the Test Centre).**
- **If there is deemed to be no change in the duties, the challenge process ends**

- Notify any employees who have indicated they wish to challenge that they are not eligible to challenge because there is not a change in duties.

Step 2: Assess if duties are identifiable

- **Assess new duties**
 - New duties should be readily available on the JIQ re-evaluation cover page, or
 - Assess duties within the re-evaluated JIQ against the duties in the previous JIQ to identify new duties.
- **Once new duties are identified, then go to Step 3-A**
- **All effort should be made to reasonably identify new duties, however in those cases where it is not possible, then go to Step 3-B**
 - I.e.: The JIQ has not been maintained or assessed within the five (5) year standard, and
 - the duties cannot reasonably be identified

A: When Duties are identified

Step 3-A: Assess if the challenging candidates could have readily been assigned the duties.

- **Are the jobs similar in nature, to the extent that it would have been reasonably possible to add the new duties to a challenger's job?, and**
- **Does the challenger have the requisite qualifications to conduct the duties?**

Each challenger should have this assessment made to each challenge (some employees may challenge multiple re-evaluations)

- **If yes, assign duties to senior, qualified challenger:**
 - Re-evaluate challenger's JIQ with the new duties incorporated into it;
 - Re-evaluate the incumbent's JIQ with the previously added duties removed.
- **If it is deemed that the new duties could not readily be assigned, then the challenge process ends.**
 - **Notify: not eligible because duties could not readily be assigned.**

B: When Duties are not identified

Step 3-B: Assess if the challenging candidates could have readily been assigned the job.

- **Does the challenger have the requisite qualifications to conduct the job?**

Each challenger should have this assessment made to each challenge (some employees may challenge multiple re-evaluations)

- **If no, it is deemed that the job could not readily be assigned, and the challenge process ends.**
 - **Notify: not eligible because the job could not readily be assigned due to lack of requisite qualifications.**

Step 4-B: Selection Process via Interview

- **Follow the selection process outlined in 4.5.1 2) and 3) of the Collective Agreement. 4.5.1 1) has already been completed via the posting challenge, however, all parties in the selection process are required to have an active profile in SROS.**

Step 4-C: Award job to senior, qualified candidate

- **If the successful candidate is not the incumbent:**
 - **Inform the incumbent of their rights under article 7.6.**
- **If the successful candidate is the incumbent, no further re-evaluations are required**

Either party may with thirty (30) days' written notice inform the other party of their intent to terminate this letter of understanding without cause and revert back to current language of the collective bargaining agreement.

Signed on behalf of:
Professional Services Bargaining Unit

Signed on behalf of:
Saskatchewan Polytechnic

Bonnie Bond

Donald Soanes

Dated at Saskatoon, Saskatchewan this _____ day of _____, 2020

**APPENDIX F - LETTER OF UNDERSTANDING
SCOPE**

LETTER OF UNDERSTANDING

**Between
SASKATCHEWAN POLYTECHNIC
(SaskPolytech)**

**And
SASKATCHEWAN GOVERNMENT and GENERAL EMPLOYEES' UNION
(SGEU)**

RE: SCOPE

As of the date of this Agreement, the categories and complement of managerial and confidential capacity positions is appended to this Agreement (the "Appendix"). The parties recognize the right of SaskPolytech to increase the complement of the enumerated categories to address the evolving managerial and human resources needs of the institution provided that increases positions are carrying out substantially the same duties as those within the relevant category in the Appendix.

The parties agree that when SaskPolytech increases the complement of the enumerated categories, it will provide SGEU with timely notice of this increase and reasonably sufficient information and documentation explaining the reason for the increase and showing the duties and responsibilities of the position. If the Union concludes that the position is not performing substantially the same out of scope duties that are performed by those in the enumerated categories in the Appendix, the Union shall have the right to grieve the increase in complement.

Signed on behalf of:
Professional Services Bargaining Unit

Signed on behalf of:
Saskatchewan Polytechnic

Bonnie Bond

Donald Soanes

Dated at Saskatoon, Saskatchewan this _____ day of _____, 2020

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and THE SASKATCHEWAN POLYTECHNIC PROFESSIONAL SERVICES BARGAINING UNIT hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this _____ day of _____, 2020.

Signed on behalf of:
The Saskatchewan Polytechnic
Professional Services Bargaining
Unit

Signed on behalf of:
Saskatchewan Polytechnic

Bonnie Bond
Chair

Rian Misfieldt

Derrick Gagnon

Michelle Rody

Jon Burke

Deirdre Marshall

Ellen Leaman

Amy Sigurdson

Debbie Zawada-Wiebe
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Labour Relations Officer, SGEU

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SASKATCHEWAN POLYTECHNIC CAMPUSES AND SGEU OFFICES

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