

SASKATCHEWAN REGIONAL COLLEGES

September 1, 2012 -
August 31, 2016

COLLECTIVE AGREEMENT

SGEU

**ARTICLES
OF A
COLLECTIVE AGREEMENT**

BETWEEN

**NORTH WEST REGIONAL COLLEGE
GREAT PLAINS COLLEGE
CUMBERLAND REGIONAL COLLEGE
CARLTON TRAIL REGIONAL COLLEGE
PARKLAND REGIONAL COLLEGE
SOUTHEAST REGIONAL COLLEGE**

AND

**SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 4039**

September 1, 2012 to August 31, 2016

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ARTICLES OF AN AGREEMENT made in duplicate this ____ day of **June 2013** A.D.

B E T W E E N

NORTH WEST REGIONAL COLLEGE, CUMBERLAND REGIONAL COLLEGE, CARLTON TRAIL REGIONAL COLLEGE, PARKLAND REGIONAL COLLEGE, SOUTHEAST REGIONAL COLLEGE, GREAT PLAINS COLLEGE, hereinafter referred to as "the College"

OF THE FIRST PART

A N D

The Saskatchewan Government and General Employees' Union and its **College Units** as certified, hereinafter referred to as "the Union"

OF THE SECOND PART.

PREAMBLE

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

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

ARTICLE 1 INTERPRETATION

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

- 1.1 **Bargaining Unit** means each group of unionized Saskatchewan Regional College employees, as per the Certification Order, as the employees.
- 1.2 **Chief Executive Officer** means the Principal, President, or Chief Executive Officer of the unionized Regional College(s).
- 1.3 **Class** or **Classification** is defined as a grouping of positions in a pay level as a consequence of evaluation under the terms of the Job Evaluation Policy.
- 1.4 **College** means each unionized Saskatchewan Regional College, as per the certification order, as the Employer.
- 1.5 **Demotion** is defined as the movement of an employee from a position in one (1) class to a position in another class with a salary range of lower maximum.
- 1.6 **Employee** or **Employees** means an employee or employees to which the terms of this Agreement apply as indicated in Article 2 hereof.
- 1.7 **Fiscal Year** is July 1 to June 30.
- 1.8 **He, His, Him, She, Hers, or Her** includes a reference to persons of the opposite gender whenever the facts or context so require.
- 1.9 **Occasion** means one (1) instance of reporting for work which shall not exceed in duration the number of hours normally worked in a day by a full-time employee. There can be no more than one (1) occasion per day.
- 1.10 **Part-time Employee** means an employee who is scheduled to work less than full-time daily, weekly, monthly or yearly.
- 1.11 **Pay Level** is defined as a range of pay assigned to a classification level.
- 1.12 **Pay Plan** means the scales of pay as contained in Appendix A and B and the rules governing its operation as contained in Article 7.

- 1.13 **Permanent Employee** means one who has successfully completed the probation period on initial employment, except that a temporary employee occupying a temporary position may not become a permanent employee unless s/he works in excess of twelve (12) months in a temporary position(s).
- 1.14 **Position** is a set of assigned duties and responsibilities which define a job.
- 1.15 **Temporary Position** is a position established for a defined period of time because of an existing position vacated because of a leave (with or without pay) or as a result of employee appointment to another temporary position and which has a duration of twelve (12) months or less.
- 1.16 **Term Position is a position established for a defined period of time provided such position does not have an incumbent.**
- 1.17 **Position Classification Plan** means and includes the jointly developed and maintained pay equity job evaluation system that ensures equal pay for work of equal value.
- 1.18 **Probationary Employee** means one who has not yet completed a probationary period on initial appointment.
- 1.19 **Promotion** is defined as the movement of an employee from a position in one (1) class to a position in another class with a salary range of higher maximum.
- 1.20 **Prorata Basis** means prorated according to the time worked while employed, as a percentage of the time worked by a full-time employee in the same position.
- 1.21 **Temporary Employee** is an employee from outside the College hired to fill **a temporary position or a term position** and which has a duration of twelve (12) months or less. The temporary employee's tenure of employment is limited without acquisition of any continuing right to be retained beyond this period of leave. Temporary employees will have their names added to the rehire list.
- 1.22 **Transfer** is defined as the movement of an employee from one (1) position to another in the same classification.
- 1.23 **Union** means the Saskatchewan Government and General Employees' Union and its College Units as certified.

ARTICLE 2 SCOPE

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

The following is a list of those currently excluded:

- 2.1 Chief Executive Officer
- 2.2 College designated Senior Business Officer
- 2.3 Community Interest Instructors
- 2.4 Confidential Secretary OR Executive Assistant
- 2.5 Employees who are scheduled to work for less than twenty-five (25) occasions and who have worked less than twenty-five (25) occasions in a fiscal year.
- 2.6 Instructors and Instructor Aides who work less than two hundred and forty (240) hours in a fiscal year.
- 2.7 Subject to mutual agreement **between the SGEU Local chairperson and the College**, individuals employed on specific projects for which the College does not have exclusive responsibility for selection, direction and evaluation.
- 2.8 In addition to the preceding general exclusion, the additional specific exclusion by institution are:
 - 2.8.1 North West Regional College
 - a) Director of Programs
 - b) Director, North Region
 - c) Human Resources Officer
 - d) Controller**
 - e) Facilities Manager
 - 2.8.2 Carlton Trail Regional College
 - a) Administrative Assistant
 - b) Director of Administration
 - c) Director of Programs

2.8.3 Cumberland Regional College

- a) Director of Development
- b) Executive Assistants (1 in addition to the listed exclusion)
- c) Director of Programs and Services**

2.8.4 Great Plains College

- a) Director of Human Resource
- b) Human Resources Assistant
- c) Director of Programs**
- d) Director of Planning**
- e) Director of Development
- f) Director of **Communications****

2.8.5 Southeast Regional College

- a) Vice President Academic Services
- b) Vice President Business Development
- c) Vice President College Services
- d) Facilities Manager
- e) Human Resources Director

2.8.6 Parkland Regional College

- a) Assistant Director of Administration
- b) Director of Human Resources
- c) Human Resources Assistant**
- d) Director, Academics and Student Services**
- e) Director, Training and Business Development**
- f) Director, Advancement

ARTICLE 3 UNION SECURITY

- 3.1 The College agrees to recognize the Saskatchewan Government and General Employees' Union as the sole and exclusive collective bargaining agent for the employees covered by this Agreement and hereby agrees to negotiate with the Union or its designated bargaining representatives in any and all matters pertaining to working conditions, hours of work and scale of wages.

- 3.2 The College agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with regard to any employee in the matter of hiring, wage rates, training upgrading, promotion, transfer, lay-off, discipline, classification, discharge, educational leave or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, physical disability, place of residence nor by reason of membership or activity in the Union.
- 3.3 All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action. However, the Employer may dock an amount of pay appropriate to the work time lost by the employee through honoring the picket line.
- 3.3.1 All employees who are now, and hereafter become, members of the Union shall maintain their membership in the Union as a condition of their employment and all new employees shall, as a condition of their employment, and within thirty (30) days of the commencement of their employment, apply for and maintain membership in the Union. Any employee who is not required to maintain membership in the Union and whose class of employment is within the bargaining scope of the Union, shall, as a condition of employment, tender to the Union the monthly dues uniformly required to be paid by the members of the Union.
- 3.3.2 On signed authorization by an employee, the College shall deduct, on behalf of the Union, all initiation, dues, assessments, or levies, uniformly required from the pay cheque of each employee, each month, who as a condition of employment is required to submit such initiation, dues, assessments, or levies. The College shall remit the same to the Chief Executive Officer of the Union prior to the 20th day of the month following the calendar month in which such deduction is made, accompanied by a list of all employees for and on behalf of whom the individual deductions were made and the month that the deductions were made for.
- 3.3.3 A monthly statement shall also be forwarded to the Chief Executive Officer of the Union showing the names of all new employees covered by this Agreement hired during the month, the date they were employed and the name of all employees covered by this Agreement who have left the employ of the College during the month and the date of severance.
- 3.3.4 At the time Income Tax (T-4) slips are made available, the College shall indicate the amount of union dues paid by each Union member.

- 3.3.5 The College agrees to acquaint new employees, upon employment, with the fact that a Union Agreement is in effect, and direct the person to the local Union representative. The College further agrees to allow the steward at the geographical location to provide Union orientation to new employees. The steward and new member(s) will be allowed up to one half (1/2) hour during scheduled work time for this purpose. Such arrangements shall be made with the out of scope supervisor or Human Resource Manager.
- 3.3.6 An employee covered by this Agreement who is temporarily filling an out-of-scope position shall continue to have union dues deducted from his/her salary and shall be entitled to all the benefits and protections afforded by this Agreement.
- 3.3.7 Employees shall have the right to the assistance of a Union representative(s) during discussions related to disputes, grievances or negotiations. Such representative(s) shall have access to the College premises, in order to investigate and assist in the settlement of a dispute/grievance(s).
- 3.4 The College agrees to provide the Union annually, by September 30, a list of all employees in the bargaining unit indicating the full time equivalent (FTE) of each position(s) occupied and the classification of the position(s). This information will be accurate as of June 30.
- 3.5 Subject to approval by the Chief Executive Officer or designate, the College shall allow the Union to conduct educational and business functions on the College's premises. Such approval shall not be unreasonably withheld.
- 3.6 The College shall allow the Union to post notices and information of interest to the employees. The Union agrees not to post material defamatory to the Employer(s). Notices shall be posted on bulletin boards or the Union may have the option to distribute information through the email system.
- 3.7 Written notice of change in the amount of the monthly dues must be given to the College by the Union at least ten (10) working days in advance of the date that the change is to be effective.

3.8 Representative Workforce

a) General Provisions

The Union and the Employer agree with the principle of achieving a representative workforce for Aboriginal Workers. The Employer shall develop, implement, monitor and evaluate initiatives designed to facilitate employment of Aboriginal workers in proportion to the community population.

b) Workplace Preparation

The Employer agrees to implement, in consultation with the Union, educational opportunities for all Employees to raise awareness of cultural differences **and to identify and address misconceptions and myths about** Aboriginal peoples.

c) **Subject to operational requirements, every reasonable effort will be made to accommodate an employee in order for them to attend or participate in spiritual or cultural observances required by faith or culture. It shall be incumbent upon the employee to provide the Employer with reasonable notice of such observances.**

3.9 Student employees shall be members of the Union subject to the terms and conditions of the Collective Bargaining Agreement except such employees shall not bump, be subject to bumping, accumulate severance pay, accumulate seniority, or benefits under Article 16, with the exception of Article 16.3. Such positions are not subject to internal posting or the Job Evaluation plan.

ARTICLE 4 APPOINTMENTS

4.1 Re-Employment List/Re-Hire List

4.1.1 Re-Employment List for Permanent Employees

The College shall establish and maintain a re-employment list by position, with the names of employees ranked thereon in order of bargaining unit-wide seniority. Such list shall include the names of the following permanent employees:

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

Employees may remain on the re-employment list for a period of thirty-six (36) months.

4.1.2 **Re-Hire List for Temporary/Probationary Employees**

The College shall establish and maintain a re-hire list for:

- a) temporary employees who have completed their term appointment, and
- b) probationary employees who have had their jobs abolished, who have been bumped, or whose term appointments have expired. The re-hire list shall show employees' positions and shall list their names in rank order according to their days of service.

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

- 4.1.2.1 Notwithstanding Articles 4.6 and 4.1.2, temporary employees on the rehire list will be given preference over outside applicants for same or similar positions provided they have qualifications, knowledge, education, and skills that are relatively equal to any outside applicant.

4.1.3 **Notification of Current Address**

Employees shall be responsible for keeping the College notified of their current addresses, and the College shall not be liable to grievance action where it can be shown that failure to receive notice of vacancy is the fault of the employee in not notifying the College of the change of address. In the alternative, and in accordance with this provision, an employee may provide the Employer with an email address to which the employee agrees notification of job vacancies can be forwarded.

- 4.1.4 A copy of each list will be supplied quarterly to the Local Chairperson.

4.2 **Filling Positions by Competition**

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

4.3 **Job Postings**

A competition shall allow a minimum of two (2) weeks for applications to be submitted and shall be announced to all employees in the form of a bulletin posted in a prominent position in the College offices and/or on the College website.

Employees who do not work in a College office and persons who are on the College's re-employment lists shall be notified by the College by mail or email within reasonable time to apply for the vacancy.

The Union and the College may mutually agree that the posting of a particular position is not required, and where such agreement is reached, the College will not post the position.

The Union and the College may agree that a posting may be posted with a named appointee. Where such agreement is reached, the College will post the position with the named appointee as subject to challenge within the posting period.

4.4 Information in Postings

Such notice shall contain the following information:

Name, duties and classification of position, **base location if applicable**, qualifications, knowledge, skills and education required, wage or salary rate or range, hours of work and whether the position is full-time or part-time, full-year or part-year, **term or temporary**, deadline date for applications, expected start date of the position and any other pertinent information. **All postings will reference the job description.**

4.5 Outside Advertising

Upon notification to the Union, outside advertising for any vacancy may be placed concurrent with internal postings. However, no new employee shall be hired until the applications of present employees and those persons on the re-employment list have been fully processed and it is determined that no internal applicants meet the qualifications for the posting.

4.6 Role of Seniority in Appointments

Subject to Article 4.2, the applicant with the most seniority in the College and having the necessary qualifications, knowledge, education and skills relevant to the job shall be appointed to the position.

4.7 Basis of appointment to supervisory positions

- a) A supervisory position is a Level 7 or Level 8 position with supervisory responsibilities.**
- b) Appointment to supervisory positions shall be made subject to Article 4.2, on the basis of the following factors:**
 - i) qualifications, knowledge, education and skills of the applicant relevant to the job for which the selection is being made, and**

- ii) where the qualifications, knowledge, education and skills of the applicants are relatively equal, seniority shall be the deciding factor. Relative equality is achieved where the assessment of the applicants are within ten percent (10%) of each other.

4.7.1 In evaluating the qualifications, knowledge, education and skills, the Employer shall do so in a way that is bona fide, fair, reasonable, non-arbitrary and non-discriminatory.

4.8 Union Observer

The College agrees to give the Union forty eight (48) hours notice, whenever possible, of the time and place of assessments of applications and interviews for any positions for which there are any internal applicants. The Union shall be entitled to have a representative present to function as an observer during such assessments or interviews.

4.9 Notice of Filling Vacancy

Successful applicants who fill vacant positions shall be provided with a copy of the most recent job description and notified, in writing, prior to commencing such duties of the classification, range and step of the position they will occupy. The name of the successful applicant shall be posted on College bulletin boards and a copy of the notice sent to the Local Chairperson.

4.10 If an employee from another Regional College applies for, and is selected by the employing College to fill the vacancy, such employee shall be credited for service with the former College as follows:

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

4.11 Written Examination and Performance Tests

Performance tests may be used in the selection process provided that they are relevant to the position.

ARTICLE 5 JOB CLASSIFICATION

- 5.1 The parties agree to be governed by the terms and conditions of the joint (union/management) Regional Colleges Pay Equity Classification Plan as identified in Appendix F.
- 5.2 Whenever the College proposes to establish a new position the process as will be as follows;
- a) The union shall be notified of the college's intention.
 - b) The college will provide the union with the new position description.
 - c) The college will then enter into negotiations with the union respecting the inclusion or exclusion of the position from the scope of the bargaining unit, the hours of work designation and length of probation.
 - d) Any dispute flowing from the above will be **referred to the Saskatchewan Labour Relations Board in accordance with applicable legislation.**
 - e) The College will, for positions that are determined to be within the scope of the collective agreement, forward a copy of the position and a completed questionnaire to the Evaluation Sub-Committee for evaluation in accordance with Appendix F.
 - f) Decisions of the Evaluation Sub Committee may be appealed to the Appeal Sub-Committee by either the employee/Union or Employer within fifteen (15) working days of the release of the evaluation results. The determination of the Appeals Sub-Committee is final and binding.
 - g) To ensure there is no delay in filling a new position the College may set an interim rate, advertise and fill the position according to that rate. Any adjustment in salary resulting from the evaluation of the new position will be retroactive to the start date of the position.
- 5.3 Training allowances may be established for college students employed by the College provided that:
- a) the student is in a bona fide college program that has a training component.
 - b) the appointment is of a specified duration.
 - c) the student is not filling a regular vacancy.

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

ARTICLE 6 RECLASSIFICATION

6.1 Changes in Classification

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

6.2 Approved Changes

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

6.2.1 Disputes

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

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

6.3 Appointments and Challenges

When the reclassification is due to new or additional duties and responsibilities, the incumbent shall be appointed, subject to challenge from more senior employees.

Challenges will be accepted from any senior qualified employee able to fill the reclassified position.

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

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

6.4 Time Period for Qualification

If neither the incumbent nor any challenger is qualified for the reclassified position, a period of up to one (1) year shall be allowed to the most senior employee otherwise

eligible for the appointment, in order to establish the qualifications required. Extensions beyond one (1) year may be granted by the Chief Executive Officer under extenuating circumstances. In the event the incumbent is displaced by this process, the incumbent shall be laid off and shall be allowed to exercise the options in Article 11.3.

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

6.5 Pay on Reclassification Upwards

The incumbent of a position which is reclassified upwards shall be paid in accordance with Article 7.5.

6.6 Reclassification Downwards

No employee shall have his/her wages reduced because of a reclassification downwards. The incumbent of a position which is reclassified downwards shall be paid in accordance with Article 7.5.

The incumbent of a position which is reclassified downwards shall have his/her name placed on a re-employment list for a class of positions similar to and with the same salary range as the position before it was downgraded.

ARTICLE 7 PAY ADMINISTRATION

7.1 Rates of pay contained in Appendix A shall be paid to employees in accordance with the Job Evaluation Policy. Rates of pay contained in Appendix B shall be paid to employees in accordance with Appendix C. Rates of pay for Instructor Aides and Tutors shall be paid in accordance with Appendix B-1.

7.2 No Payment Prior to Allocation

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

7.3 Hiring Rates

In-hiring rates of pay shall normally be at the minimum of the salary ranges; however, the College may approve a higher rate where the selected applicant possesses

education and/or experience which exceed the minimum requirements for the position.

The College will **notify the Chair of the Bargaining Unit** of the rate at which it has given such approval and **provide** an outline of the education and experience of the person appointed within two (2) weeks of an appointment. Any employee in the same position who is being paid at a **lower** rate in the range and who believes that she/he possesses education and experience equivalent to those of a person appointed above the minimum in accordance with the foregoing may, within thirty (30) working days of such publication, request that the College review her/his education and experience and salary.

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

7.3.1 The monthly rate of basic salary of all Instructors shall be determined by the application of the guide rules in Appendix C. For those presently employed by the College internal service shall also be applied in accordance with Article 7.4.1.

7.4 **Annual Increments**

7.4.1 All employees shall be entitled annually to an increment within the pay range for his/her class.

For the purposes of this Article, "annually" means once yearly, provided that an employee has worked a minimum of the equivalent of 180 days. Where an employee has not worked the equivalent of 180 days prior to his/her annual increment date, it shall be adjusted to the day following the completion of the equivalent of 180 days worked. The next 180 day period will commence the day following the completion of the previous 180 day period.

7.4.2 Subject to Article 7.4.1, the increment date shall be the nearest first of the month of the initial appointment date.

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

7.4.4 When an employee returns to work after a leave of absence without pay, or lay-off, except according to educational leave policies, the employee will be credited with all service before the leave of absence or lay-off. Having achieved the required accumulation, the date upon which the increment is earned will be the new increment

date.

- 7.4.5 For the purpose of Article 7, days paid for sick leave, pressing necessity, bereavement leave, holidays, vacation, Workers' Compensation, leave with pay and Union business leave shall be regarded as service.

All service accumulated while in temporary positions shall be credited toward an increment if appointed to a permanent position.

7.4.6 **Long Service Increment**

The College shall recognize experience at the commencement of fifteen (15) years of seniority by providing a long service increment in accordance with Appendix A, B and B1.

7.5 **Changing Positions**

- 7.5.1 When an employee voluntarily bids into a position with a higher maximum, the employee's rate of pay shall be adjusted to the minimum of the new range except that the rate will not be less than four (4) percent above the current rate and no more than the maximum of the new range. If the addition of four (4) percent produces a rate between two steps in the range of the higher paid position, the salary shall be adjusted to the higher of these two rates.

- 7.5.1.1 Employees on promotion shall be placed in accordance with Article 7.5.1 except that:

- a) employees who previously worked in a position with the same **or** higher maximum as the new position shall move to the same step in the new pay range or be placed in accordance with Article 7.5.1 whichever is higher;
- b) employees who are reclassified as a result of application of the classification plan shall move to the same step in the new pay range;
- c) employees at the long service increment who are promoted shall be placed on the pay range in accordance with Article 7.5.1. **For such employees, the long-service increment will be treated as a yearly increment as per Article 7.4.1.**

- 7.5.1.2 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 back in accordance with Article 8.2.2. The rate of pay in the position will be adjusted based on any increments which would have been earned had the employee not been promoted.

- 7.5.2 When an employee voluntarily bids into a position with a pay range with a lower maximum, the employee shall **be paid at the same** step in the new pay range as **in the**

immediately preceding pay range.

7.5.3 When a pay range with a lower maximum is assigned to a position or when an employee involuntarily moves into a position with a lower pay range maximum, the employee shall move up the steps in the new pay range to the nearest rate that is equal to or higher than the employee's previous rate. If no such rate exists, the employee's rate shall remain unchanged until the maximum rate of the new position exceeds the employee's rate, at which time, the employee shall receive the maximum rate of the new position.

7.5.4 An employee who bumps to a position in a pay range with a lower maximum shall have his/her salary red circled for a period equivalent to two years of actual employment.

At the end of the red circling period, the incumbent will be placed at the same step on the pay range for the new position, and will be granted increments in accordance with Article 7.4.1.

7.6 Temporary Assignment of Higher Position Duties

7.6.1 Substitution occurs only by assignment by an out-of-scope supervisor and neither employees nor supervisors should assume it takes place without assignment. Where an employee is given a formal assignment to perform duties of a higher paid position, the rate of pay shall be adjusted in accordance with Article 7.5. An employee may refuse an assignment to a higher position, after consultation with management.

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

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

7.6.4 Periods of temporary assignment of higher duties shall not produce any change in increment dates and shall count for increment purposes. The rate in the higher class shall be adjusted based on increments in the lower range.

7.7 Overtime

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

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

7.7.1.2 Time off in lieu shall be taken at a time mutually agreeable to the employee and the out-of-scope supervisor. Any time in lieu not taken by **an annual date determined by the College** will be paid out at the rate when earned.

7.7.2 Office Employees

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

7.7.2.1 Office 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.

7.7.2.2 An office employee who receives a callback for overtime after leaving the place of work shall be paid for a minimum of two (2) hours at overtime rates.

7.7.3 Field Staff

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

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

7.7.3.3 Information Technology employees shall not be called back while on vacation, sick leave, pressing necessity, or bereavement leave unless management or their designate authorizes the call back. Such call backs shall be paid at two times (2x) the regular rate of pay.

7.8 Pay Periods

7.8.1 Employees shall be paid monthly on the twenty-fifth (25th) day or the last full working day prior to the twenty-fifth (25th) day of the month. Payment shall be for the period from the first (1st) day of the month to the last day of the month. Mid month advances, if requested, will be provided by the tenth (10th) day or the last full working day prior to the tenth (10th) day of the month.

For part-time and/or short term employees with varying hours, the payment shall be for the period from the sixteenth (16th) of the previous month to the fifteenth (15th) of the current month.

- 7.8.1.1** Instructors and Instructor Aides who have a two hundred (200) day assignment shall receive an annual salary. An annual salary is twelve (12) times the grid step allocated as per Appendix C. These Instructors and Instructor Aides may opt to receive their annual salary in ten (10) or twelve (12) equal payments.

Permanent part time Instructors and Instructor Aides may, with the agreement of the College, opt to receive their annual salary in ten (10) or twelve (12) equal parts.

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

- 7.8.1.2 A part-time Instructor or part-time Instructor Aide shall be paid prorated based on a full-time Instructor, Instructor Aide's teaching day in a like program, as established by the College.
- 7.8.2 Every employee shall receive a statement, attached to each regular pay cheque, showing the gross amount earned, itemized deductions therefrom and the net amount payable.
- 7.8.3 An employee may, upon giving ten (10) working days notice, receive on the last office day preceding commencement of his/her annual vacation or other leave with pay, any pay cheques which may fall due during the period of vacation or leave.
- 7.8.4 Employees shall receive a detailed statement by month on retro pay.

7.9 **Severance Pay**

- 7.9.1** A permanent employee shall be entitled to severance pay on the basis of one (1) weeks' pay for each year of service or portion thereof **as defined by seniority**. Pay will be calculated on the basis of the employee's rate of pay at the time of **lay-off**.
- 7.9.2 When a permanent part-time employee is laid off and does not have an opportunity to obtain similar employment within a two (2) month period prior to, or after his usual start-up time, that employee shall be entitled to severance pay on resignation in writing from the College.

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

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

7.9.4 Following job abolition, subject to Article 7.9.2 and Article 7.9.3 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.

7.10 **Travel and Sustenance**

7.10.1 College employees will not be required to use their private vehicle for College business. If prior approval is granted employees may use their private vehicles for College business and will be reimbursed at the Public Service Commission rates for mileage.

7.10.2 **Hotel Accommodation**

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

7.10.3 **Meals**

7.10.3.1 **Ordinary**

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

7.10.3.2 **Out of Province**

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

7.10.4 **Incidental Expenses**

Actual and reasonable charges for such items as taxis, parking and storage of vehicles, and telephones will be paid. Total expenditures of more than **ten (10)** dollars per day require receipts. Other incidental expenses may be claimed if reasonable.

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

7.11 **Relocation Allowance**

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

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

7.13 **Professional Fees**

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

7.14 **Maternity/Legal Adoption/Parental Leave Top-up**

Employees on Maternity/**Legal Adoption/Parental** Leave shall be entitled to the following:

- a) for the two **(2)** week **waiting period required for benefits under the Employment Insurance Act**, an employee shall receive their weekly rate of pay. For the following fifteen (15) weeks payments equivalent to the difference between Employment Insurance benefits and ninety-five percent (95%) of their weekly rate of pay.
- b) part-time employees who work part of a year, will receive benefits/partial benefits as follows:
 - i) employees normally at work during the period of leave will be eligible for full benefits as above.
 - ii) employees not normally at work during the period of leave will be ineligible for benefits.
 - iii) employees normally at work during part of the period of leave will be eligible for partial benefits consistent with the period of normal employment.

ARTICLE 8 PROBATIONARY PERIOD

8.1 Probationary Period

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

a) Office and Regulated Employees – six (6) months;

b) Field, Instructors & Instructor Aides – nine (9) months

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

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

8.1.3 At any time during the initial probationary period, the College may terminate an employee. **Such termination is subject to the grievance procedure.**

8.1.4 During the initial probationary period:

a) the Employer will convey expectations for the position to the employee.

b) the process of monitoring new employees is ongoing. A performance evaluation will normally be conducted not later than two-thirds of the way through the probationary period.

c) once an evaluation has been completed by the supervisor, a written summary will be provided to the employee for review. The evaluation will identify any areas requiring improvement. The evaluation will be signed by the employee noting points of disagreement, if any.

8.1.5 The College shall provide reasons in writing in all cases of termination of a probationary employee.

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

8.1.7 The College may request, from the local bargaining unit, an extension no later than two (2) weeks prior to the expiration of the probationary period and shall include written reasons for the request. The length of extension shall be a matter for negotiation, up to a maximum length of three (3) months.

8.2 **On Changing Positions**

- 8.2.1 A permanent employee who moves into a new or different position shall serve the normal probationary period for the new position unless:
- a) The duties of the new position are substantially the same as the original position.
 - b) The employee once held permanent status in the position.
 - c) The employee has moved into the position by bumping.
 - d) The move was involuntary.
- 8.2.2 A permanent employee who does not pass the probation after changing positions shall revert to his/her former position or, by mutual agreement, the employee may revert to a similar position at the same step in the pay level.
- 8.2.3 An employee on initial probation who moves into a different position shall serve the usual probationary period in the new position.
- 8.2.4 An employee on initial probation who does not pass the probation after changing positions may revert to his/her former position, in which case the remainder of the original probation period shall be served.
- 8.2.5 If a promoted employee is reverted to his/her former position as a result of failing probation then the employee filling that position shall likewise revert to his/her former position.

8.3 **On Transfer**

- 8.3.1 An employee transferred during the initial probation shall complete the probation period for the new position minus service in the original position.
- 8.3.2 A permanent employee involuntarily transferred shall not be required to serve a probationary period.
- 8.3.3 A permanent employee who changes positions within the same classification shall serve a probationary period only if the new position is substantially different from the former position. If the employee fails the probation s/he shall revert to the position held prior to the transfer or by mutual agreement the employee may revert to a similar position.

8.4 **On Re-Employment**

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

8.5 On Demotion

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

8.6 On Bumping

8.6.1 No probationary period shall be required of an employee who bumps.

8.7 On Reclassification

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

8.8 Leave During Probation

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

8.9 Assessments While on Probation

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

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

ARTICLE 9 HOURS OF WORK

9.1 Office Hours

Great Plains and Cumberland Colleges **employees** shall work thirty-five (35) hours per week, other office staff shall work thirty-six (36) hours per week.

- a) A five (5) day, thirty-six (36) hour week at seven (7) hours and twelve (12) minutes per day. **At Great Plains and Cumberland College: a five (5) day, thirty-five (35) hour week at seven (7) hours per day.**

Or, at the employee's option:

- b) A five/four (5/4) work week consisting of nine (9) days of eight (8) hours per day in a two (2) week period. **At Great Plains and Cumberland College: A five/four (5/4) work week consisting of nine (9) days of seven (7) hours and forty-seven (47) minutes per day in a two (2) week period.**

Office employees shall be scheduled for two (2) consecutive days off per week. At least one (1) of those scheduled days off shall be a Saturday or Sunday. Business hours will be set at each College.

Employees in positions which may be required to work Saturday or Sunday will be canvassed for their willingness to work those assigned hours. Employees who so select may work both Saturday and Sunday, notwithstanding this provision. In the absence of employees' agreement to work Saturday and/or Sunday, the Employer may assign such work, beginning with the most junior employee in such positions.

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

- a) The five/four (5/4) schedule shall be drawn up once yearly.
- b) Employees on the five/four (5/4) work schedule shall have the right to bank five (5) EDO's annually. Additional days may be banked by mutual agreement. The Employer shall allow up to five (5) banked EDO's to be taken in conjunction with the employee's annual vacation. Any additional banked EDO's taken in conjunction with annual vacation shall be by mutual agreement only.
- c) An employee's earned day off may be moved to another day by mutual agreement. Requests by either party that are denied shall result in the earned day off being taken as scheduled.
- d) Any authorized work performed by an employee on his/her earned day off shall be compensated for at the applicable overtime rate.
- e) Subject to Article 9.1.1 c), should a scheduled earned day off fall on a designated

statutory holiday, the following work day shall be assigned in lieu.

- f) If an employee is ill on a scheduled earned day off, there will be no other day assigned and there will be no charge against sick leave credits. Employees shall make reasonable effort to schedule medical and dental appointments on days off.
- g) All earned days off scheduled shall be adjacent to weekends unless changed by mutual agreement subject to the conditions outlined in Article 9.1.1 c).
- h) While on sick leave or vacation leave, the number of days charged against the employee's sick or vacation leave shall not include his/her scheduled EDO's during that period.
- i) While on sick leave the number of days charged against the employee's sick leave shall not be more than one (1) day per working day.
- j) The Employer also shall have the option to direct the employee to bank up to ten (10) days annually.

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

9.1.2 **Summer Hours**

Any change in hours of work for office staff in May, June, July and August will be mutually agreed upon between the College and the Local Chairperson two weeks prior to the proposed change.

9.1.3 Employees currently in the Collective Agreement with the following pay titles shall work office hours:

- a) Clerical Staff
- b) Accounting Staff
- c) SCN Attendant

9.1.4 **Shift Differential – Applicable to Office and Regulated Employees**

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

9.1.5 **Minimum Salary for Reporting For Work**

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

9.2 **Field Employees**

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

- 9.2.1 The hours of work for field employees shall be one hundred and fifty (150) hours in a four (4) week period.

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

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

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

Employees shall be entitled, once a year, to designate up to five (5) days of banked time to be taken in conjunction with a period of vacation leave. More than five (5) days may be designated upon the approval of the Chief Executive Officer.

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

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

- 9.2.2 Any days of leave, with or without pay, shall count as seven and one-half (7 1/2) hours per day for purposes of the average.

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

9.3 Regulated Employees

Full-time regulated employees shall work thirty-seven and one half (37.5) hours per week and shall receive two (2) consecutive days off per week. Subject to bona fide operational requirements, positions may be assigned to work regulated hours. Conversion of existing office or field hours of work positions to regulated hour positions may be made with the agreement of the Union.

9.4 Instructors, Instructor Aides

9.4.1 Instructors shall receive the following information in their letter of appointment; Program, location, duties, salary (range and step), full-time, part-time (hours per day), start date and end date, number of assigned days.

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

9.4.3 All unassigned days in a college fiscal year shall constitute full recognition of, and full payment for, any vacation leave, designated holidays, except for Family Day which shall be a paid day off, days of rest, earned days off and paid days off, that may otherwise have been provided by this Agreement.

9.5 Office and Field

The three (3) working days between Christmas and New Years shall be considered as paid days off for all bargaining units. Should an employee be required to work on the above days, they will be compensated at overtime rates plus an additional day off at a mutually agreeable time.

9.6 Rest Periods

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

9.7 Increase and Reduction in Hours of Work

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

- a) If the hours of work of a position are reduced, on an ongoing basis, the incumbent may choose either to:
 - i) be appointed to the reduced position, or
 - ii) exercise the options contained in Article 11.3.

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

ARTICLE 10 TECHNOLOGICAL CHANGE

- 10.1 If technological changes are contemplated in the operation and organization of the College that may infringe upon the security of any of its employees covered by this Agreement, the matter will be dealt with in accordance with the provisions of Section 43 of the Trade Union Act, 1978, Province of Saskatchewan.
- 10.1.1 Consultations: Where the College has notified the Union of its intention of introducing a technological change, the parties undertake to meet within the next thirty (30) days. Consultations will begin in an effort to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the College to protect the employees from any adverse effects.
- 10.2 If the College contemplates major changes in the program, either in the scope and content of the program, or in the manner in which the program is delivered, the College will consult with the appropriate staff before making decisions related thereto.
- 10.3 The College agrees to pay the cost of an eye examination not covered by **Benefit Plans and/or medicare**, undertaken by an employee regularly working on a video display terminal at the commencement of work on a video display terminal and annually thereafter.

ARTICLE 11 LAY-OFF

11.1 Notice of Lay-Off and/or Job Abolition

Those persons who have had their jobs abolished shall receive sixty (60) calendar days notice.

Written notice as shown below shall be given to any permanent employee who is laid off, excepting that such notice shall be deemed to be given if a definite term is stated at the commencement of the period of employment:

- a) Four (4) weeks written notice if his/her period of employment is less than five (5)

years.

- b) Six (6) weeks written notice if his/her period of employment is five (5) years or more, but less than ten (10) years.
- c) Eight (8) weeks written notice if his/her period of employment is ten (10) years or more.

11.1.1 Non-permanent and temporary employees shall be given fifteen (15) calendar days written notice of lay-off, except that such notice shall be deemed to be given if a definite term is stated at the commencement of the period of employment.

11.1.1.2 Notwithstanding Articles 11.1 and 11.1.1, permanent employees occupying a permanent position shall return to that position at the end of a temporary position **or a term position** to which they were appointed. Permanent employees without a permanent position may exercise their options in accordance with Article 11.

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

11.1.2.1 Notwithstanding Article 11.1, Instructors who are employed on a determinate basis, i.e. on a pre-determined course basis who receive notice in writing that the course is being discontinued, will be continued in employment for the lesser of:

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

11.2 **Method of Lay-Off**

11.2.1 Office and Field

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

11.2.2 Instructors and Instructors Aides

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

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

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

11.3 Options on Job Abolition

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

Office and Field:

a-i) To use their bargaining unit seniority to bump a junior **office, field or regulated** employee in **a position for which the employee has the necessary qualifications, knowledge, education, and skills relevant to the job** in the same, similar or lower classification.

If no position is derived from this process the employee may choose either option b) or c).

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

Instructors and Instructors Aides:

a-ii) to use their bargaining unit-wide seniority, to bump a junior Instructor or an Instructor Aide if appropriate, providing that they possess the qualifications and skills necessary to perform his/her duties. If no position is derived from this process the employee may choose to exercise either option b) or c). Employees shall not bump out of a short-term program which has run to its projected completion, into a short-term program that is currently in progress.

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

- b) to go to a re-employment list established for each position for which they are qualified.
- c) to resign and thus be able to exercise rights to severance pay as outlined in Article 7.9.

11.3.1 A permanent employee who intends to exercise his/her bumping rights shall provide the College with notice of intention to bump within **five (5)** working days of receipt of lay-off notice, or where the date of termination of assignment was stated in the letter of offer, not later than fifteen (15) working days prior to the stated date of termination. In order to expedite the process the notification to the Chief Executive Officer shall include notification of the position he/she prefers to bump. Employees who elect not to exercise bumping rights will choose between options b) or c) of Article 11.3.

11.3.2 An **employee** in an **on-going** position with regular layoff periods will not be able to access options under Article 11.3 during the lay-off period when the **position** has a defined restart date.

11.4 Office and Field

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

11.5 Instructor, Instructor Aides

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

11.6 Safety Net

11.6.1 An employee with three (3) or more years of service whose **permanent position** has been abolished and who has elected to resign **may access the following Career Assistance Options. The maximum value shall not exceed \$5,000 and shall be calculated on the basis of \$1,000 for each two (2) years of service, prorated for partial years. Employees may elect one or more of the assistance options.**

11.6.2 Career Assistance Options

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

a) Career Counseling and Job Placement

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

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

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

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

b) Retraining Assistance

Retraining assistance will be provided in the form of payment of tuition fees.

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

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

c) Saskatchewan Relocation Assistance

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

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

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

d) Career Adjustment Assistance

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

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

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

e) Enhanced Severance

Enhanced severance will be provided to employees who elect to resign and on the basis of one (1) week's salary for every year worked to a maximum of five (5) weeks or \$5000.

11.6.3 Voluntary Lay-off

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

ARTICLE 12 SENIORITY

12.1 Definition of Seniority

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

12.1.1 Calculation of Seniority

Subject to Article 12.2 seniority will be calculated in days on the following basis:

Instructors:

For each cumulative day worked, or day for which an Instructor was eligible for pay (including sick leave, union business leave, pressing necessity, Workers' Compensation and any other paid or unpaid leave), Instructors will receive credit for one point three zero five (1.305) days' seniority, to a maximum of two hundred and sixty one (261) days per year.

Office and Field:

For each cumulative complete day worked at straight time rates and for days paid for sick leave, E.D.O.'s, pressing necessity, Workers' Compensation, leave with or without pay, union business leave, statutory holidays and vacations, employees will receive one (1) day seniority to a maximum of two hundred and sixty one (261) days per year.

12.2 All Employees Have Seniority

Temporary employees who are re-employed in any in-scope position within twelve (12) months and subsequently pass a probationary period will be granted seniority for all days worked for the college.

12.3 Seniority List

Each College shall maintain a seniority list for its bargaining unit showing the date upon which each employee's service commenced, and the amount of seniority in number of days for each employee. An up-to-date seniority list shall be sent to the Union and posted annually by the College, no later than July 15 of each year. A local union representative shall be present for consultation during the preparation of the list.

12.4 Seniority on Out-of-Scope Temporary Assignment of Higher Duties

Notwithstanding Article 12.1, an employee within the scope of this Agreement, who is appointed to an out-of-scope position on T.A.H.D., shall count that time as seniority, **to a maximum of one (1) year unless an extension is agreed to by the College and the Union.**

12.5 Loss of Seniority

Seniority shall only be lost for the following reasons:

- 12.5.1 Dismissal for just cause, and not reinstated.
- 12.5.2 Resignation in writing from the College.
- 12.5.3 Appointment to an out-of-scope position, other than on T.A.H.D.
- 12.5.4 Continuous lay-off for a period in excess of thirty-six (36) months.

ARTICLE 13 VACATION LEAVE AND VACATION ALLOWANCE

- 13.1 For the purposes of this Article, the vacation year shall be the College fiscal year July 1 to June 30.
- 13.1.1 Permanent employees shall, on their first (1st) anniversary, be entitled to three (3) weeks annual vacation with pay. Employees who have not completed their first (1st) anniversary shall be entitled to one and one quarter (1 ¼) days vacation for every month worked.
- 13.1.2 Permanent employees on their eighth (8th) anniversary with the College shall be entitled to four (4) weeks annual vacation with pay in each subsequent year of employment.
- 13.1.3 Permanent employees on their fifteenth (15th) anniversary with the College shall be entitled to five (5) weeks annual vacation with pay in each subsequent year of employment.
- 13.1.4 Permanent employees on their twenty-fifth (25th) anniversary with the College shall be entitled to six (6) weeks annual vacation with pay in each subsequent year of employment.
- 13.1.5 Employees who opt for #2 in Article 9.1 shall receive the equivalent number of hours as

employees who opt for #I in Article 9.I.

- 13.2 Employees shall be entitled to take vacation leave with pay annually. Those who receive vacation allowance on each cheque shall be granted leave of absence without pay, if requested. In both cases, the leave will be taken at a time mutually agreed between the employee and the Chief Executive Officer or designate.
- 13.2.1 An employee shall be entitled to carry over any unused vacation entitlement from vacation year to vacation year to a maximum of ten (10) days. Additional amounts may be carried over with the approval of the Chief Executive Officer or designate. Such requests and the Chief Executive Officer's response shall be in writing. Any payout which may result shall be at the employee's rate when earned.
- 13.2.2 Employees who have not completed a year of service shall be entitled to vacation leave with pay to the extent they have earned.
- 13.2.3 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 on which employees under this Agreement work.
- 13.2.4 All employees who work less than full-time, year round, shall be paid vacation allowance at the appropriate rate of gross wage earnings on each pay cheque, or shall be allowed to bank vacation leave credits at the appropriate accrual rate in accordance with Article 13.1. For Administrative purposes the percentage of pay will be as follows:
- | | |
|---------|-----------------------|
| 6.36% | Fifteen (15) days |
| 8.64 % | Twenty (20) days |
| 11.0% | Twenty-five (25) days |
| 13.44 % | Thirty (30) days |
- 13.2.5 When any holiday(s) designated in Article 14 falls within an employee's annual vacation, an additional day(s) vacation will be granted.
- 13.2.6 When an employee qualifies for sick leave in excess of two (2) days, bereavement leave during his/her vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall, by mutual agreement between the Employer and the employee, 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.

- 13.2.7 No employee shall be required to work during his scheduled vacation. However, should an employee agree to work, when requested, the period so displaced shall, at the employee's option, either be added to the vacation period or reinstated for use at a later date at a time mutually agreed upon.
- 13.2.8 An employee shall be entitled, but not obligated, to receive her/his vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the out-of-scope supervisor. Conflicts between employees in scheduling vacation shall be resolved on the basis of seniority.
- 13.2.9 An employee who leaves the service of the College shall be paid in lieu of earned vacation leave which has not been used.
- 13.2.10 In the event of death of an employee, any amount due under this Article shall be paid to the estate.
- 13.2.11 In addition to any vacation earned up to June 30 of the preceding fiscal year, an employee leaving the College on superannuation shall be entitled to full vacation leave or pay in lieu in the fiscal year of retirement.
- 13.3 Instructors and Instructors Aides who work a two hundred (200) day year shall be entitled, in each school year, to a minimum of four (4) consecutive weeks of unassigned days.
- 13.4 In calculating the number of completed months of service an employee has, for the purposes of receiving pay in lieu, twenty-two (22) days worked shall constitute a month of service. An earned day off shall count as a day of service.

ARTICLE 14 DESIGNATED HOLIDAYS

14.1 Holiday List

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, a day to be designated by mutual agreement each calendar year, and any other day proclaimed a holiday by the federal or provincial governments.

14.2 Falling on Days of Rest

If any of the holidays listed in Article 14.1 falls on a Saturday or Sunday and is not proclaimed as being observed on some other days, it shall be observed on the first

working day(s) following the weekend.

14.3 **Working on a Holiday**

14.3.1 An employee who is required to work on a designated holiday shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay plus an additional day off with pay at a time to be mutually agreed between the employee and the out-of-scope supervisor.

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

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

ARTICLE 15 SICK LEAVE

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

15.2 Employees other than those on a two hundred (200) day work year shall earn sick leave credits based on the following rate for full-time employees:

Fifteen (15) days sick leave per year at the rate of one and one- quarter (1 ¼) days per month of employment.

Those employees who work on the basis of a two hundred (200) day year shall earn sick leave at the rate of one and one-half (1 ½) days for each twenty (20) full assigned days worked, subject to a maximum of fifteen (15) days per year.

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

15.4 Employees will draw on sick leave credits to the extent earned except that an employee may, subject to approval by the Chief Executive Officer, draw on future credits to a maximum of fifteen (15) days. The request for such an extension shall be made in writing and the Chief Executive Officer will provide written reason for denial.

- 15.5 A deduction shall be made from accumulated sick leave of all normal working days (exclusive of EDO's and designated holidays) absent for sick leave. An employee shall inform the supervisor normally before starting time or as soon as possible of the need to be absent. Less than full-time employees with sick leave credits shall be paid only for those days on which they would have worked.
- 15.5.1 Employees absent due to illness, whose accumulated sick leave has expired, may be placed on unpaid sick leave. Such leave and benefits shall be in accordance with Articles 17.2.2.1, 17.2.2.5, 17.2.2.6, and 17.2.2.7.
- At the conclusion of one calendar year on unpaid sick leave, the employees' status may be reviewed by the Employer.
- 15.6 An employee may be required to produce medical documentation from a physician. The cost of such documentation will be paid for by the College.
- 15.7 At the close of each fiscal year, the College shall advise each employee, in writing, of the amount of sick leave accumulated.
- 15.8 An employee on leave of absence with full pay shall receive sick leave credits for the period of such absence. Such employees shall record all sick days. The onus will be on the employee to substantiate all claims for sick leave under this Article. Leave of absence without pay shall be dealt with on the basis of Article 17.2.
- 15.9 The College will continue the existing discretionary practice of granting short term leave with pay for the purposes of required visits to medical and dental offices. Any such absence of one-half (½) day or more shall be deducted from accumulated sick leave credits. On request, employees will be required to show proof of medical or dental care.

ARTICLE 16 BENEFITS

- 16.1 Employee participation in the benefits under this section shall be mandatory provided:
- a) employee is a member of the union;
 - b) the employee works an average of fifteen (15) hours or more each week.

16.1.1 Group Life Insurance and Accidental Death and Dismemberment

Group Life benefits and Accidental Death and Dismemberment benefits are set at 300% of annual salary rounded to the next higher \$1,000 to a maximum **benefit** of \$200,000. The Employer pays the premium on the first \$50,000 of life insurance

coverage and **the** accidental death and dismemberment coverage. The remainder of the life insurance premium is the responsibility of the employee.

16.1.2 **Dental Plan**

The Employer shall pay 100% of the premiums for the agreed upon SGEU Dental Plan based on rates in effect as of January 1, 2010. Any subsequent increase in premiums shall be the responsibility of the employee. This Agreement shall stay in effect until a new agreement is arrived at during the next collective bargaining.

16.1.3 **Extended Health and Vision**

The Employer shall pay 100% of the premium cost for the agreed upon SGEU Extended Health and Vision Plan based on the rates in effect as of January 1, 2010. Any subsequent increase in premiums shall be the responsibility of the employee. This Agreement shall stay in effect until a new agreement is arrived at during the next collective bargaining.

16.1.4 **Lay-off Coverage**

If an employee has worked for 130 days or longer **in a fiscal year or between periods of lay off**, the benefit coverage identified in Article 16.1 above will continue for four (4) months. If the employee has worked for less than 130 days **in a fiscal year or between periods of lay off**, there shall be no coverage. **Employees who work less than 130 days between periods of lay off will have the option to pay full premiums and maintain benefit coverage during periods of layoff for up to four (4) months.**

16.2 **Pension**

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

16.3 **Workers' Compensation**

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

16.3.2 Pending receipt of payment from the Workers' Compensation Board, an employee shall receive advances up to the amount of normal earnings.

16.3.3 For periods of time during which benefits are paid under this Section, an employee shall

be entitled to earn all benefits under this Agreement in accordance with Article 17.2.2.

16.4 Long Term Disability

Employee's shall pay one hundred (100) percent of the cost of premiums of SGEU's Long Term Disability Plan as per plan text.

ARTICLE 17 LEAVE OF ABSENCE

17.1 Leaves with Pay

17.1.1 Pressing Necessity and Bereavement Leave

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits in cases of leave under this Article. A maximum of five (5) days per fiscal year may be allowed. Additional amounts, if approved, will be deducted from accumulated sick leave credits to a maximum of three (3) days. Such leave shall be granted in keeping with the following:

- a) Pressing Necessity is defined as an absence from work in order for the employee to deal with an unforeseen, unusual, or emergency situation, which normally involves the health or safety of the employee or their immediate family.
- b) Bereavement is an absence from work due to a death in the employee's immediate or extended family.
- c) Immediate family is the employees: spouse, common-law spouse, son, son-in-law, daughter, daughter-in-law, father, mother, father-in-law, mother-in-law, brother, sister, grandchildren and grandparents.
- d) Normally, extended family is the employee's: first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law and those others significant to the employee.
- e) Employees shall self-declare that their access to leave with pay for pressing necessity and bereavement leave complies with the provisions contained herein.

17.1.2 Union Business Leave

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

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

17.1.2.3 Union Business Leave

Upon written request to the Employer three (3) working days in advance, wherever possible, of the required leave, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence with pay and benefits. Leave of absence with pay and benefits shall be allowed for employees to attend meetings of the Provincial Executive and its Committees, or any bodies affiliated with the Saskatchewan Government and General Employees' Union. The Union shall reimburse the College for pay and benefits in such cases.

- 17.1.2.4 An employee who is elected or appointed for a full-time position with the Union, Saskatchewan Federation of Labour or Canadian Labour Congress, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during his/her term of office. Such employee shall continue to receive his/her salary and benefits from the College, conditional on reimbursement of such salary and full benefit costs by the Union to the College.

17.1.3 **Educational Leave**

- 17.1.3.1 The College is committed to in-service staff development programs and to this end a Committee will be formed consisting of two (2) persons appointed by the Union and two (2) persons appointed by the College to develop proposals for the appropriate College authorities relative to educational leave and financial support and benefits related thereto and the final decisions on all matters relative to staff development and educational leave will rest with the College.

17.1.3.2 **Benefits While on Educational Leave**

- a) Subject to the qualifying provisions of the Benefit Plans, an employee on leave under this Section may elect to maintain pension and insurance benefits for the period in which he/she would normally have been employed, by paying his/her share of the premium.
- b) Employees on Educational Leave shall accumulate seniority, increments, and sick leave for the entire period.

- 17.1.4 The Employer shall grant a definite leave of absence without pay to any employee who requests leave for military service under this Article.

17.1.5 **Court Duty Leave**

An employee shall be granted leave of absence with pay for leave 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 **to show the**

necessity of attendance at court. In all cases of absences, the employee will assign any fees received to the Employer.

17.2 **Leaves without Pay**

17.2.1 **Family Leave (Maternity, Paternity, Adoption)**

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

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

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

17.2.1.3 **Benefits During Family Leave**

- a) While on maternity leave an employee who has a medically substantiated need to be absent from work for health related reasons due to pregnancy either before, on, or after date of delivery shall be entitled to access sick leave credits.
- b) While on Family Leave, an employee shall accumulate seniority, pay increments and sick leave for the entire period.
- c) Subject to the qualifying provisions of the Benefit Plan, an employee on Family Leave may elect to maintain coverage under the Benefits Plans as outlined in Article 16 by paying his/her share of the premiums.

17.2.2 **General Leave**

17.2.2.1 "Definite Leave" is a general leave of absence without pay that does not exceed one (1) calendar year in duration.

17.2.2.2 "Indefinite Leave" is:

- a) a general leave of absence without pay for an unspecified period of time; or
- b) an extension of Long Term Disability Leave (Article 17.2.3) beyond three (3) years.

17.2.2.3 "Unpaid Educational Leave" is an approved educational leave without pay for any period of time specified by the College in the conditions of the approval.

17.2.2.4 General Leave requested by an employee for valid reasons may be granted by the Chief Executive Officer. Both the application and the response shall be made in writing.

An employee on Indefinite Leave shall be required to apply for extensions annually giving evidence that the conditions under which the leave was originally granted prevail.

17.2.2.5 For a General Leave of up to thirty (30) consecutive calendar days, employees shall be entitled to earn all benefits except designated holidays.

17.2.2.6 For a General Leave of more than thirty (30) and up to ninety (90) consecutive calendar days, employees shall be entitled to earn only sick leave credits and increment benefits.

17.2.2.7 For a General Leave of more than ninety (90) consecutive calendar days, employees shall be entitled to earn increment benefits, consistent with Article 7.4.1.

17.2.3 **Long Term Disability**

17.2.3.1 "Long Term Disability (L.T.D.) Leave" is a leave without pay which shall not exceed three (3) calendar years.

17.2.3.2 Employees receiving Long Term Disability benefits shall be granted L.T.D. Leave for up to three (3) calendar years, after which time they are eligible for Indefinite Leave according to Article 17.2.2.

17.2.4 **Returning from a Leave of Absence**

17.2.4.1 In all cases of leaves under Article 17 except "Indefinite Leave", employees returning to work when their leaves expire shall be reinstated in the positions they held prior to going on leave.

17.2.4.2 Employees returning from Indefinite Leave shall have their names placed on the Re-employment List for a maximum of thirty-six (36) months.

17.2.4.3 **Returning Early from a Leave of Absence**

When an employee requests to return to work prior to the expiry of a leave granted under Article 17, he or she shall provide at least thirty (30) calendar days written

notice to the College. Such a request shall not be unreasonably denied. An employee returning early may be placed in an equivalent position until the original expiry date of the leave, at which time he or she shall be reinstated in the position held prior to the leave.

17.3 **Deferred Salary Leave Plan**

17.3.1 **Definitions**

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

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

17.3.2 **Approval Process**

- 17.3.2.1 The Regional College deferred Salary Leave Plan is designed to assist the employee in financing a leave of absence, for any reason, subject to the approval of the Employer.
- 17.3.2.2 During the approval process issues such as timing, length and general purpose of the leave and future workplace operational requirements will be reviewed.

17.3.3 **Funding for Leave of Absence**

- 17.3.3.1 During each year prior to the agreed upon Leave of Absence, the employee will receive, for a maximum of six (6) years, the applicable Prevailing Pay as determined for the particular year by the Memorandum of Agreement.
- 17.3.3.2 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 employees' Normal Gross Pay in any calendar year.
- 17.3.3.3 The College shall pay all the interest accrued on the Deferred Amount during the calendar year to the employee on:
 - a) the last day of the calendar year during the Deferral Period; and
 - b) the last day of the Leave of Absence; or
 - c) the day that participation in the Plan ceases due to withdrawal from the Plan or upon the death of the employee.

17.3.4 **Taking Leave of Absence**

- 17.3.4.1 When the employee returns, he/she shall return to his/her position.
- 17.3.4.2 During the Leave of Absence, the employee will receive payment monthly through automatic bank deposit to the employee's account. All of the Deferred Amount shall be paid no later than the end of the first calendar year that commences after the last calendar year of deferral.
- 17.3.4.3. The periodic amounts to be paid to the employee during the Leave of Absence shall be proportionate to the monies retained by the College and the duration of the Leave of Absence less the appropriate deductions.
- 17.3.4.4 The Leave of Absence shall commence immediately following the Deferral Period.
- 17.3.4.5 **During the Deferral Period:**

Pensionable service and pension accruals shall conform to the provisions of the appropriate pension plan and will include prescribed compensation as permitted and described in the Income Tax Act and Regulations.

17.3.5 **Applications**

- 17.3.5.1 An employee wishing to participate in the Plan shall submit a request to the immediate out-of-scope supervisor between September 1 and October 31 of the year

preceding the calendar year in which the employee wishes to commence participating.

17.3.6 Withdrawal from the Plan

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

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

17.3.6.2 In the event of termination from the Plan as prescribed above in Article 17.3.6.1, the College shall pay to the employee, or the beneficiary as applicable, the Deferred Amount and all accrued interest no later than three (3) months following date of termination with the Plan.

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

17.3.7 Suspension from Participation in the Plan

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

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

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

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

17.3.8 Deferred Amounts

17.3.8.1 The College unconditionally guarantees payment of the Deferred Amount.

17.3.8.2 The Deferred Amount shall be invested by the College.

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

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

17.3.9 Return Following Participation in the Plan

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

17.3.10 General Provisions

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

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

SALARY AND BENEFITS DETAILS		
ITEM	DURING DEFERRAL PERIOD	DURING LEAVE PERIOD
1. Prevailing Pay	as defined in 17.3.1	N.A.
2. Deferred Amount	As per Memorandum of Agreement	as defined in 17.3.1
3. Income Tax	Calculated on the Prevailing Pay.	Calculated on the periodic amounts paid to the employee during the leave of absence consistent with article 17.3.4 and based on then current rates
4. CPP	Calculated on the Prevailing Pay; applicable College contributions to continue.	Calculated on the periodic amounts paid to the employee during the leave of absence consistent with article 17.3.4 and based on then current rates

5. EI	Calculated on the Normal Gross Pay; applicable College contributions to continue.	No premiums payable, therefore there is no benefit entitlement until working the minimum requirements upon return from Leave of Absence.
6. Pension Plan	both the College and participant's contributions calculated on the Prevailing Pay	both the College and participant's contributions calculated on the Deferred Amount paid over the Leave of Absence
7. Long Term Disability	benefits and participant's premiums calculated on the Prevailing Pay	benefits and participant's premiums calculated on the Deferred Amount paid over the Leave of Absence at the then current premium rates
8. Dental / Extended Health Plans	coverage continues; College pays premiums	coverage continues; College pays premiums
9. Group Life Insurance	coverage and both College and participant's premiums calculated on the Prevailing Pay	coverage and both College and participant's premiums calculated on the Deferred Amount paid over the Leave of Absence
10. Union Dues	calculated on the Prevailing Pay	calculated on the Deferred Amount paid over the Leave of Absence
11. Other Deductions	To be deducted as usual	Same as deferral period
12. Interest	as per 17.3.3.3, paid to participant on the last day of the calendar year during the Deferral Period	as per 17.3.3.3, paid to participant on the last day of the Leave of Absence

ARTICLE 18 DISCIPLINE, SUSPENSION AND DISMISSAL

- 18.1 The College has the right to discipline employees who, through their actions or omissions, violate College standards. The focus of all discipline shall be corrective. In all cases the discipline imposed will be kept confidential and will be reasonable in relation to the offense committed.

18.2 **Progressive Discipline**

- 18.2.1 In order for discipline to be corrective it shall be progressive with stronger penalties for repeated offenses. The progression shall be: verbal reprimand by supervisor, written reprimand recorded in personnel file, suspension(s) without pay, dismissal for cause.
- 18.2.2 Verbal reprimands shall take place in private. The employee shall be informed of the reasons for the reprimand, the corrective behaviour that is required, and the consequences of further infractions.
- 18.2.3 Written reprimands shall be in the form of a letter to the employee with a copy to the Union.
- 18.2.4 In the case of suspensions, the employee and the Union must be given notice of the suspension and the reasons for it in writing. Except in unusual circumstances the written notice shall be provided to the employee prior to the suspension.
- 18.2.5 Except in the case of dismissal under Article 18.2.6, thirty (30) calendar days notice, in writing, shall be given to a permanent employee whose services are to be terminated, provided that, if such notice is not given, a sum equal to one (1) month's salary shall be paid to such employee in lieu of notice. This payment shall be in addition to the payment in lieu of earned vacation.
- 18.2.6 Under an exceptional circumstance, the College may abandon the progressive approach to discipline and impose an advanced penalty for a first offense. Exceptional circumstances shall include, but not be limited to, gross insubordination, fighting, sexual harassment, or major theft.

18.3 **Burden of Proof**

- 18.3.1** In cases of reprimands, suspensions, and dismissals, the burden of proof of just cause shall rest with the College. When the College is taking disciplinary action under Article 18.2.6 this must be indicated in the reprimand, suspension or dismissal notification, and the reasons for not following progressive discipline stated. Evidence shall be limited to the grounds stated in the suspension or dismissal notice. The record of an employee shall not be used for disciplinary reasons after **eighteen (18)** months of satisfactory service **and shall be removed from the employee's file.**
- 18.3.2 An employee shall not be immune from future progressive discipline due solely to the fact that he/she had grieved an earlier discipline and such grievance was not resolved by the time that the second grievance was filed. In this situation, a subsequent grievance

cannot allege a failure to follow the procedural steps in Article 18.2.

18.4 Due Process

18.4.1 An employee will have the right to be heard. The employee's written response to any level of discipline shall be placed on his/her personnel file and attached to any document relating to the incident placed on the file by the College.

18.4.2 A Union representative, selected by the Union, shall be present at any disciplinary action. However, at the specific request of the employee to the Union, the verbal reprimand may proceed without a Union representative.

18.4.3 An employee shall be allowed to peruse his/her own personnel file upon request to the Chief Executive Officer or designate. Any response in respect to its contents shall become part of the file.

18.5 Resignation and Job Abandonment

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

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

ARTICLE 19 GRIEVANCES

19.1 Leave for Grievances

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

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

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

19.2 Time Limits

A grievance shall be deemed to have been initiated on the date a written statement of grievance has been received by the out-of-scope supervisor or Chief Executive Officer. A grievance to be accepted must be initiated within thirty (30) calendar days from the date on which the employee first became aware of the alleged infraction. Notwithstanding, the thirty (30) calendar day time limit shall not apply to those items included in the Agreement where the College has allegedly failed to apply a specific benefit, i.e. vacation leave, sick leave, shift differential, etc. In these latter instances the time limit shall be one (1) year after the date on which the alleged infraction occurred. The effective date of any necessary retroactive pay shall be **ninety (90) days prior to the date the infraction was known or ought to have been known.**

19.3 Procedure

Step 1: The grievance shall be submitted in writing by the aggrieved and/or by the Union on behalf of the aggrieved to the immediate out-of-scope supervisor, who shall render a decision in writing within seven (7) calendar days of receipt. In all instances, a copy of the grievance shall be submitted concurrently to the Chief Executive Officer and to the Union.

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

Step 3: If a satisfactory settlement cannot be effected at Step 2 the Union may, within seven (7) calendar days of receipt of the decision at Step 2 apply for a Board of Arbitration.

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

The Union shall have the right to originate a policy grievance at Step 2 of the grievance procedure. A policy grievance is defined as one which alleges incorrect interpretation or administration of the collective agreement.

- 19.3.2 The College will allow leave for up to two (2) employees without loss of pay and benefits and agrees to pay necessary expenses for those persons required to travel away from work locations to be involved in meetings convened by the Employer to discuss such

grievances.

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

ARTICLE 20 ARBITRATION

20.1 Establishment and Composition of an Arbitration Board

- 20.1.1 When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing to the other party of the Agreement. The name of the person appointed to the Board by the applicant shall be included.
- 20.1.2 Within ten (10) working days of receiving the notice, the party receiving the notice shall furnish the name of its appointee to the Arbitration Board. If no appointment is made, the Minister of Labour shall be requested to make such appointment.
- 20.1.3 Within ten (10) working days of the appointment of the second person the two (2) appointees shall appoint a third member of the Board who shall be the Chairperson. If the two (2) appointees fail to agree within the time limit, the Chairperson will be selected on a rotational basis and shall be either Dan Shapiro or Dan Ish. In the event that the person whose turn it is to act is not available, the member next following shall act and the rotation shall continue from that point for future selections.

20.2 Procedure of an Arbitration Board

- 20.2.1 The Chairperson of the Board shall fix a time and place of sittings after consultation with the other members and notify the parties. The Board shall meet not later than seven (7) calendar days after it has been constituted, unless by consent of both parties the date is changed.
- 20.2.2 The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. The Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure.
- 20.2.3 In the event that an employee is called as a witness before an Arbitration Board convened under Article 20, the College shall grant leave and expenses which shall be applicable as follows:
- a) If called by the College, leave without loss of pay and expenses paid by the College;
 - b) If called by the Union, leave without pay and expenses paid by the Union;
 - c) If called by the Board, the parties shall share equally the costs of leave without loss of pay and expenses.

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

20.3 **Decision of an Arbitration Board**

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

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

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

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

20.4 **Expenses of an Arbitration Board**

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

ARTICLE 21 SAFETY AND HEALTH

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

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

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

21.4 **Survival Kits**

The College will supply winter survival kits acceptable to the Saskatchewan Safety Council for use in all vehicles for out-of-city work assignments.

ARTICLE 22 ANTI-HARASSMENT

22.1 Definition of Harassment

22.1.1 The Union and the Employer consider harassment in the workplace to be unacceptable and recognize the right of Employees to work in an environment free from harassment.

To create an harassment-free workplace, the parties are committed to the joint development of proactive programs to eliminate all forms of harassment.

22.1.2 Harassment means unwanted or unwelcome action by any person against another whether it be verbal, written, or physical and which:

- a) is perceived on the part of the affected employee to create a negative psychological or emotional state; or
- b) prejudices the affected employee's job security; or
- c) undermines an employee's job performance.

22.1.3 Those acts which constitute harassment include for the purposes of clarity, but without limitations:

- a) unsolicited physical contact, pushing, grabbing, or other touching.
- b) comments, looks, and/or suggestions which might reasonably be found by the affected employee to be unwelcome, objectionable, offensive, or to cause discomfort on the job.
- c) persistent sexual or unfriendly propositions.
- d) gender or ethnic-based insults or taunting.

22.1.4 Normal social contact between people based on a position of equality and/or mutual consent does not for these purposes constitute harassment.

22.1.5 Appropriate discipline of an employee by his/her supervisor does not constitute harassment.

22.2 Procedure

The Employer and the Local agree to develop procedures to respond to allegations of harassment in keeping with the Occupational Health and Safety Act and Regulations.

22.3 **Committee**

22.3.1 A joint union/management committee composed of equal representation from union and management will be struck within sixty (60) calendar days of signing of this agreement. The parties will endeavor to achieve equal gender and minority group representation. The chairperson of the committee shall rotate from meeting to meeting. Committee decisions shall be by consensus.

22.4 The Committee will:

22.4.1 Oversee the development, production and delivery of an educational program to prevent or correct racial, sexual or personal harassment within the workplace. The first session shall be delivered within six (6) months of the committee being formed.

22.4.2 Ensure mandatory participation by all employees in the program that is designed to meet the needs of individuals in their work situation.

22.4.3 Assemble an inventory of training resources appropriate to the delivery of the program

22.4.4 Make available a brochure to be used as a promotion in combating harassment.

22.5 All approved costs associated with the implementation of this program shall be the responsibility of the Employer.

ARTICLE 23 PRESENT CONDITIONS AND BENEFITS

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

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

ARTICLE 24 COPIES OF THE AGREEMENT

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

ARTICLE 25 DURATION OF AGREEMENT

- 25.1** This Agreement shall be binding and remain in effect from September 1, 2012 to August 31, 2016 and shall continue from year to year thereafter unless either party gives to the other party notice in writing to negotiate amendments at least thirty (30) days prior to the anniversary date.
- 25.2** Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 25.3** Both parties shall adhere to the terms of this Agreement during collective bargaining. If negotiations extend beyond the termination of the Agreement, the retroactivity of terms as mutually agreed upon (other than wages) shall be negotiable.
- 25.4** An employee who has severed his employment between the termination date of this Agreement and the effective date of the new Agreement shall receive full retroactivity of any increases in wages.

IN WITNESS WHEREOF, the parties hereto have, on this ____ day of **June 2013**, A.D. caused these presents to be executed effective the 1st day of September 2012, A.D.

The Saskatchewan Regional Colleges
Represented by:

The Saskatchewan Regional
Colleges Bargaining Unit
Represented by:

Carlton Trail Regional College
Shelley Romanyszyn-Cross

Carlton Trail Regional College
Denise Germain

North West Regional College
Bryan Nylander

North West Regional College
Marney Robinson

Cumberland Regional College
Valerie Mushinski

Cumberland Regional College
Lynette Gerski

Southeast Regional College
Dion McGrath

Southeast Regional College
Carole Olson

Great Plains College
Noreen Volk

Great Plains College
Brigitte Wiebe

Parkland Regional College
Alison Dubreuil

Parkland Regional College
Sandy Persick

Executive Director, Association
of Saskatchewan Regional Colleges
Beverly Crossman

Saskatchewan Government and
General Employees' Union
Kathy Mahussier

GENERAL WAGE INCREASES

Effective September 1, 2012 – 2.00%
Effective September 1, 2013 – 1.50%
Effective September 1, 2014 – 1.75%
Effective September 1, 2015 – 1.75%

Wage Adjustment for Instructors as follows: Effective date July 1, 2013

Range 1: 8.12%
Range 2: 5.4%
Range 3: 2.98%
Range 4: 1.1%

RETROACTIVITY

Retroactivity to September 1, **2012 is** applicable to those employees on staff at the date of signing and those employees who have terminated since September 1, **2012**. Such former employees must apply to the College for the retroactive pay, indicating their current address, within sixty (60) days of signing the collective agreement.

LONG SERVICE INCREMENT

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

Appendix A
Non Instructional Salary Grid
Effective September 1, 2012 (+ 2.0%)

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Long Service 4%
1	16.77	17.37	18.02	18.65	19.26	19.86	20.65
2	18.78	19.49	20.19	20.89	21.60	22.28	23.17
3	21.03	21.82	22.59	23.41	24.21	24.96	25.96
4	23.28	24.12	25.00	25.88	26.73	27.67	28.78
5	25.50	26.47	27.45	28.43	29.37	30.33	31.54
6	27.74	28.78	29.84	30.91	31.97	33.02	34.34
7	29.99	31.12	32.26	33.45	34.57	35.73	37.16
8	32.21	33.46	34.70	35.92	37.16	38.38	39.92

Appendix A
Non Instructional Salary Grid
Effective September 1, 2013 (+ 1.5%)

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Long Service 4%
1	17.02	17.63	18.29	18.93	19.55	20.16	20.97
2	19.06	19.78	20.49	21.20	21.92	22.61	23.51
3	21.35	22.15	22.93	23.76	24.57	25.33	26.34
4	23.63	24.48	25.38	26.27	27.13	28.09	29.21
5	25.88	26.87	27.86	28.86	29.81	30.78	32.01
6	28.16	29.21	30.29	31.37	32.45	33.52	34.86
7	30.44	31.59	32.74	33.95	35.09	36.27	37.72

8	32.69	33.96	35.22	36.46	37.72	38.96	40.52
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**Appendix A
Non Instructional Salary Grid
Effective September 1, 2014 (+ 1.75%)**

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Long Service 4%
1	17.32	17.94	18.61	19.26	19.89	20.51	21.33
2	19.39	20.13	20.85	21.57	22.30	23.01	23.93
3	21.72	22.54	23.33	24.18	25.00	25.77	26.80
4	24.04	24.91	25.82	26.73	27.60	28.58	29.72
5	26.33	27.34	28.35	29.37	30.33	31.32	32.57
6	28.65	29.72	30.82	31.92	33.02	34.11	35.47
7	30.97	32.14	33.31	34.54	35.70	36.90	38.38
8	33.26	34.55	35.84	37.10	38.38	39.64	41.23

**Appendix A
Non Instructional Salary Grid
Effective September 1, 2015 (+ 1.75%)**

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Long Service 4%
1	17.62	18.25	18.94	19.60	20.24	20.87	21.70
2	19.73	20.48	21.21	21.95	22.69	23.41	24.35
3	22.10	22.93	23.74	24.60	25.44	26.22	27.27
4	24.46	25.35	26.27	27.20	28.08	29.08	30.24
5	26.79	27.82	28.85	29.88	30.86	31.87	33.14
6	29.15	30.24	31.36	32.48	33.60	34.71	36.10
7	31.51	32.70	33.89	35.14	36.32	37.55	39.05

8 33.84 35.15 36.47 37.75 39.05 40.33 41.94

**APPENDIX B
INSTRUCTIONAL SALARY GRID
EFFECTIVE SEPTEMBER 1, 2012 (+ 2.0%)**

RANGE	INSTRUCTOR (ANNUAL, MONTHLY, DAILY)									LONG SERVICE INCREMENT
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
RANGE I	46,118	49,382	51,852	54,444	57,166	60,030	63,030	66,182	69,488	72,268
	3,843	4,115	4,321	4,537	4,764	5,003	5,253	5,515	5,791	6,022
	230.59	246.91	259.26	272.22	285.83	300.15	315.15	330.91	347.44	361.34
RANGE II	50,506	52,858	55,324	57,918	60,640	63,500	66,502	69,652	72,964	75,882
	4,209	4,405	4,610	4,827	5,053	5,292	5,542	5,804	6,080	6,324
	252.53	264.29	276.62	289.59	303.20	317.50	332.51	348.26	364.82	379.41
RANGE III	53,986	56,338	58,806	61,402	64,120	66,980	69,982	73,134	76,440	79,498
	4,499	4,695	4,901	5,117	5,343	5,582	5,832	6,095	6,370	6,625
	269.93	281.69	294.03	307.01	320.60	334.90	349.91	365.67	382.20	397.49
RANGE IV	60,938	63,294	65,764	68,356	71,078	73,936	76,938	80,090	83,400	86,736
	5,078	5,275	5,480	5,696	5,923	6,161	6,412	6,674	6,950	7,228
	304.69	316.47	328.82	341.78	355.39	369.68	384.69	400.45	417.00	433.68

NOTE: For those employed partial days, the hourly rate is as follows:

**APPENDIX B – INSTRUCTIONAL SALARY GRID
EFFECTIVE SEPTEMBER 1, 2012 (+2.0%)
HOURLY RATES**

STEP	1	2	3	4	5	6	7	8	9	LONG SERVICE INCREMENT
RANGE I	38.43	41.15	43.21	45.37	47.64	50.03	52.53	55.15	57.91	60.23
RANGE II	42.09	44.05	46.10	48.27	50.53	52.92	55.42	58.04	60.80	63.23
RANGE III	44.99	46.95	49.01	51.17	53.43	55.82	58.32	60.95	63.70	66.25
RANGE IV	50.78	52.75	54.80	56.96	59.23	61.61	64.12	66.74	69.50	72.28

**APPENDIX B
INSTRUCTIONAL SALARY GRID
EFFECTIVE JULY 1, 2013**

RANGE	INSTRUCTOR (ANNUAL, MONTHLY, DAILY)									LONG SERVICE INCREMENT
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
RANGE I (8.12%)	49,862	53,392	56,062	58,864	61,808	64,904	68,148	71,556	75,130	78,136
	4,155	4,449	4,672	4,905	5,151	5,409	5,679	5,963	6,261	6,511
	249.31	266.96	280.31	294.32	309.04	324.52	340.74	357.78	375.65	390.68
RANGE II (5.4%)	53,234	55,712	58,312	61,046	63,914	66,930	70,094	73,414	76,904	79,980
	4,436	4,643	4,859	5,087	5,326	5,578	5,841	6,118	6,409	6,665
	266.17	278.56	291.56	305.23	319.57	334.65	350.47	367.07	384.52	399.90
RANGE III (2.98%)	55,594	58,016	60,558	63,232	66,030	68,976	72,068	75,314	78,718	81,866
	4,633	4,835	5,047	5,269	5,503	5,748	6,006	6,276	6,560	6,822
	277.97	290.08	302.79	316.16	330.15	344.88	360.34	376.57	393.59	409.33
RANGE IV (1.1%)	61,608	63,990	66,488	69,108	71,860	74,750	77,784	80,970	84,318	87,690
	5,134	5,333	5,541	5,759	5,988	6,229	6,482	6,748	7,027	7,308
	308.04	319.95	332.44	345.54	359.30	373.75	388.92	404.85	421.59	438.45

NOTE: For those employed partial days, the hourly rate is as follows:

**APPENDIX B – INSTRUCTIONAL SALARY GRID
EFFECTIVE SIGNING DATE
HOURLY RATES**

STEP	1	2	3	4	5	6	7	8	9	LONG SERVICE INCREMENT
RANGE I	41.55	44.49	46.72	49.05	51.51	54.09	56.79	59.63	62.61	65.11
RANGE II	44.36	46.43	48.59	50.87	53.26	55.78	58.41	61.18	64.09	66.65
RANGE III	46.33	48.35	50.47	52.69	55.03	57.48	60.06	62.76	65.60	68.22
RANGE IV	51.34	53.33	55.41	57.59	59.88	62.29	64.82	67.48	70.27	73.08

**APPENDIX B
INSTRUCTIONAL SALARY GRID
EFFECTIVE SEPTEMBER 1, 2013 (+1.5%)**

RANGE	INSTRUCTOR (ANNUAL, MONTHLY, DAILY)									LONG SERVICE INCREMENT
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
	RANGE I	50,610 4,218 253.05	54,192 4,516 270.96	56,902 4,742 284.51	59,746 4,979 298.73	62,736 5,228 313.68	65,878 5,490 329.39	69,170 5,764 345.85	72,630 6,053 363.15	
RANGE II	54,032 4,503 270.16	56,548 4,712 282.74	59,186 4,932 295.93	61,962 5,164 309.81	64,872 5,406 324.36	67,934 5,661 339.67	71,146 5,929 355.73	74,516 6,210 372.58	78,058 6,505 390.29	81,180 6,765 405.90
RANGE III	56,428 4,702 282.14	58,886 4,907 294.43	61,466 5,122 307.33	64,180 5,348 320.90	67,020 5,585 335.10	70,010 5,834 350.05	73,150 6,096 365.75	76,444 6,370 382.22	79,898 6,658 399.49	83,094 6,925 415.47
RANGE IV	62,532 5,211 312.66	64,950 5,413 324.75	67,486 5,624 337.43	70,144 5,845 350.72	72,938 6,078 364.69	75,872 6,323 379.36	78,950 6,579 394.75	82,184 6,849 410.92	85,582 7,132 427.91	89,006 7,417 445.03

NOTE: For those employed partial days, the hourly rate is as follows:

**APPENDIX B – INSTRUCTIONAL SALARY GRID
EFFECTIVE SEPTEMBER 1, 2013 (+1.5%)
HOURLY RATES**

STEP	1	2	3	4	5	6	7	8	9	LONG SERVICE INCREMENT
RANGE I	42.18	45.16	47.42	49.79	52.28	54.90	57.64	60.53	63.55	66.09
RANGE II	45.03	47.12	49.32	51.64	54.06	56.61	59.29	62.10	65.05	67.65
RANGE III	47.02	49.07	51.22	53.48	55.85	58.34	60.96	63.70	66.58	69.24
RANGE IV	52.11	54.13	56.24	58.45	60.78	63.23	65.79	68.49	71.32	74.17

**APPENDIX B
INSTRUCTIONAL SALARY GRID
EFFECTIVE SEPTEMBER 1, 2014 (+1.75%)**

RANGE	INSTRUCTOR (ANNUAL, MONTHLY, DAILY)									LONG SERVICE INCREMENT
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
RANGE I	51,496	55,140	57,898	60,792	63,834	67,030	70,380	73,902	77,590	80,694
	4,291	4,595	4,825	5,066	5,320	5,586	5,865	6,159	6,466	6,725
	257.48	275.70	289.49	303.96	319.17	335.15	351.90	369.51	387.95	403.47
RANGE II	54,978	57,538	60,222	63,046	66,008	69,122	72,392	75,820	79,424	82,600
	4,582	4,795	5,019	5,254	5,501	5,760	6,033	6,318	6,619	6,883
	274.89	287.69	301.11	315.23	330.04	345.61	361.96	379.10	397.12	413.00
RANGE III	57,416	59,916	62,542	65,304	68,192	71,236	74,430	77,782	81,296	84,548
	4,785	4,993	5,212	5,442	5,683	5,936	6,203	6,482	6,775	7,046
	287.08	299.58	312.71	326.52	340.96	356.18	372.15	388.91	406.48	422.74
RANGE IV	63,626	66,086	68,668	71,372	74,214	77,200	80,332	83,622	87,080	90,564
	5,302	5,507	5,722	5,948	6,185	6,433	6,694	6,969	7,257	7,547
	318.13	330.43	343.34	356.86	371.07	386.00	401.66	418.11	435.40	452.82

NOTE: For those employed partial days, the hourly rate is as follows:

**APPENDIX B – INSTRUCTIONAL SALARY GRID
EFFECTIVE SEPTEMBER 1, 2014 (+1.75%)
HOURLY RATES**

STEP	1	2	3	4	5	6	7	8	9	LONG SERVICE INCREMENT
RANGE I	42.91	45.95	48.25	50.66	53.20	55.86	58.65	61.59	64.66	67.25
RANGE II	45.82	47.95	50.19	52.54	55.01	57.60	60.33	63.18	66.19	68.84
RANGE III	47.85	49.93	52.12	54.42	56.83	59.36	62.03	64.82	67.75	70.46
RANGE IV	53.02	55.07	57.22	59.48	61.85	64.33	66.94	69.69	72.57	75.47

**APPENDIX B
INSTRUCTIONAL SALARY GRID
EFFECTIVE SEPTEMBER 1, 2015 (+1.75%)**

RANGE	INSTRUCTOR (ANNUAL, MONTHLY, DAILY)									LONG SERVICE INCREMENT
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
RANGE I	52,398	56,104	58,912	61,856	64,952	68,204	71,612	75,196	78,948	82,106
	4,367	4,675	4,909	5,155	5,413	5,684	5,968	6,266	6,579	6,842
	261.99	280.52	294.56	309.28	324.76	341.02	358.06	375.98	394.74	410.53
RANGE II	55,940	58,544	61,276	64,150	67,164	70,332	73,658	77,146	80,814	84,046
	4,662	4,879	5,106	5,346	5,597	5,861	6,138	6,429	6,735	7,004
	279.70	292.72	306.38	320.75	335.82	351.66	368.29	385.73	404.07	420.23
RANGE III	58,420	60,964	63,636	66,446	69,386	72,482	75,732	79,144	82,718	86,026
	4,868	5,080	5,303	5,537	5,782	6,040	6,311	6,595	6,893	7,169
	292.10	304.82	318.18	332.23	346.93	362.41	378.66	395.72	413.59	430.13
RANGE IV	64,740	67,242	69,870	72,622	75,512	78,552	81,738	85,086	88,604	92,148
	5,395	5,604	5,823	6,052	6,293	6,546	6,812	7,091	7,384	7,679
	323.70	336.21	349.35	363.11	377.56	392.76	408.69	425.43	443.02	460.74

NOTE: For those employed partial days, the hourly rate is as follows:

**APPENDIX B – INSTRUCTIONAL SALARY GRID
EFFECTIVE SEPTEMBER 1, 2015 (+1.75%)
HOURLY RATES**

STEP	1	2	3	4	5	6	7	8	9	LONG SERVICE INCREMENT
RANGE I	43.67	46.75	49.09	51.55	54.13	56.84	59.68	62.66	65.79	68.42
RANGE II	46.62	48.79	51.06	53.46	55.97	58.61	61.38	64.29	67.35	70.04
RANGE III	48.68	50.80	53.03	55.37	57.82	60.40	63.11	65.95	68.93	71.69
RANGE IV	53.95	56.04	58.23	60.52	62.93	65.46	68.12	70.91	73.84	76.79

**APPENDIX B -1
INSTRUCTOR AIDE SALARY GRID
EFFECTIVE SEPTEMBER 1, 2012 (+ 2.0%)**

INSTRUCTOR AIDE (ANNUAL, DAILY)							LONG SERVICE INCREMENT
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
36,445	37,800	39,178	40,535	41,891	43,309	44,760	46,550
182.21	189.00	195.90	202.68	209.47	216.55	223.81	232.76

NOTE: For those employed partial days, the hourly rate is as follows: HOURLY RATE							LONG SERVICE INCREMENT
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
30.37	31.50	32.65	33.78	34.91	36.09	37.30	38.79

**APPENDIX B -1
INSTRUCTOR AIDE SALARY GRID
EFFECTIVE SEPTEMBER 1, 2013 (+ 1.5%)**

INSTRUCTOR AIDE (ANNUAL, DAILY)							LONG SERVICE INCREMENT
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
36,992	38,367	39,766	41,143	42,519	43,959	45,431	47,248
184.94	191.84	198.84	205.72	212.61	219.80	227.17	236.26

NOTE: For those employed partial days, the hourly rate is as follows: HOURLY RATE							LONG SERVICE INCREMENT
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
30.82	31.97	33.14	34.29	35.44	36.63	37.86	39.37

**APPENDIX B -1
INSTRUCTOR AIDE SALARY GRID
EFFECTIVE SEPTEMBER 1, 2014 (+ 1.75%)**

INSTRUCTOR AIDE (ANNUAL, DAILY)							LONG SERVICE INCREMENT
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
37,639	39,038	40,462	41,863	43,263	44,728	46,226	48,075
188.18	195.20	202.32	209.32	216.33	223.65	231.15	240.40

NOTE: For those employed partial days, the hourly rate is as follows: HOURLY RATE							LONG SERVICE INCREMENT
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
31.36	32.53	33.72	34.89	36.06	37.28	38.53	40.07

**APPENDIX B -1
INSTRUCTOR AIDE SALARY GRID
EFFECTIVE SEPTEMBER 1, 2015 (+ 1.75%)**

INSTRUCTOR AIDE (ANNUAL, DAILY)							LONG SERVICE INCREMENT
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
38,298	39,721	41,170	42,596	44,020	45,511	47,035	48,916
191.47	198.62	205.86	212.98	220.12	227.56	23520	244.61

NOTE: For those employed partial days, the hourly rate is as follows: HOURLY RATE							LONG SERVICE INCREMENT
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
31.91	33.10	34.31	35.50	36.69	37.93	39.20	40.77

APPENDIX C

CERTIFICATION AND SALARY ADMINISTRATION: INSTRUCTORS

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

Part I: Placement on Salary Ranges

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

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

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

- Technology Diploma or Registered Technician Certificate plus two (2) years of related post-secondary education.
- RANGE III Instructor
- Five (5) years of related post-secondary study with a minimum of one (1) degree (e.g. B.Sc., B.A., B.Ed.).
 - Master's degree (five (5) years).
 - Professional accounting designation (C.A., C.M.A., C.G.A.) plus a University degree.
 - Three (3) or four (4) year Journeyman's Certificate plus a University Degree.
 - Registered Nurse's Diploma plus three years of education including a related University degree (B.S.N., B.Ed.).
 - Dental Nurse Diploma or Dental Hygienist Diploma plus three (3) years of education including a related University degree.
 - Technology Diploma or Registered Technician's Certificate plus three (3) years of education including a related University degree.
- RANGE IV Instructor
- Six (6) years or more of related University study including one (1) year of graduate study or an honor's year.
 - Master's degree (six (6) year degree or a five (5) year degree plus one (1) year of related post-graduate study).
 - Professional accounting designation (C.A., C.M.A., C.G.A.) plus a degree and one (1) additional year of related University study.

Part II: Salary Grid Placement

1. The salary step granted within the assigned Range recognizes the experience of Instructors. Either teaching experience or closely related commercial or industrial experience will be accepted. For Trades Instructors, only Journeyman experience will ordinarily be accepted. To be credited, experience must have occurred within twenty (20) years of the date of appointment.
2. Related experience will be recognized for salary purposes by granting:
 - a) One (1) increment for each of the first two (2) years of related experience.
 - b) One (1) additional increment for each subsequent two (2) years of related experience.
 - c) Experience increments will be granted to the maximum of the appropriate range.
3. The College will publish internally the range and step at which new Instructors have been appointed. An outline of a new Instructor's qualifications will be included in this notice. An Instructor in the same range who believes he/she possesses equivalent or superior qualifications and who is being paid at a lower step than the new appointee may, within thirty (30) days of the date of the publication of the appointment notice, request the Chief Executive Officer to review his/her qualifications and salary placement. If, as a result of review, a salary adjustment is considered to be warranted, the Chief Executive Officer shall so authorize.
4. Instructors in Ranges I, II and III who do not qualify for placement in the next higher range but who have completed one (1) year's relevant study or training beyond the minimum qualifications required for their current range placement, shall be granted one (1) additional increment. If such an Instructor is at the maximum salary of his current range, one (1) additional step, above maximum, shall be approved.
5.
 - a) In circumstances where an Instructor is hired to teach a particular trade or discipline, that Instructor's starting salary may be at a range and step which reflects an industry based rate. If there is no step within the range which is equal to an industry based rate, that Instructor will be paid at the next higher step.
 - b) Where original placement on range and step is authorized above the minimum as prescribed in 5(a), the Chief Executive Officer shall review the related experience of all other Instructors in that particular specialty and adjust upwards the salaries of those Instructors with equivalent or better qualifications.

Part III: Allocation of Instructors to a Higher Range

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

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

Thirty (30) university credit units.

Part IV: Supervisory Instructor Positions

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

Part V: Market stipends

The College, in consultation with the Union, may implement temporary market stipends to address recruitment/retention issues. When temporary supplements are established the following shall apply:

- a) They will be reviewed annually;
- b) This stipend may be adjusted or terminated in accordance with market changes;
- c) They will be treated as regular salary for all payroll purposes. General wage increase shall be calculated on the regular base salary.
- d) Where such a stipend is implemented the College shall review the related experience of all other Instructors in that particular specialty and adjust upwards the salaries of those instructors with equivalent or better qualifications.

APPENDIX D

LETTER OF UNDERSTANDING REGARDING EMPLOYEE ASSISTANCE PROGRAM

Goal

The Employer and the Union agree to work cooperatively in the development, implementation and administration of an Employee Assistance Program. Although the program shall be administered locally, the Employer agrees to cooperate provincially wherever possible.

Operational

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

Statement of Principles

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

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

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

b) **Objectives**

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

c) **Program Access**

Every permanent employee who is not on layoff, shall have access to the Program. The decision to utilize the program is the individual's.

d) **Employee Rights**

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

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

e) **Employee Responsibility**

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

f) **Employer Responsibility**

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

g) **Confidentiality**

Every effort will be made to retain confidentiality as to an employee's participation and the reason for an employee's involvement in the program.

Signed this ____ day of June 2013.

The Saskatchewan Regional Colleges
Represented by:

The Saskatchewan Regional
Colleges Bargaining Unit
Represented by:

Carlton Trail Regional College
Shelley Romanyszyn-Cross

Carlton Trail Regional College
Denise Germain

North West Regional College
Bryan Nylander

North West Regional College
Marney Robinson

Cumberland Regional College
Valerie Mushinski

Cumberland Regional College
Lynette Gerski

Southeast Regional College
Dion McGrath

Southeast Regional College
Carole Olson

Great Plains College
Noreen Volk

Great Plains College
Brigitte Wiebe

Parkland Regional College
Alison Dubreuil

Parkland Regional College
Sandy Persick

Executive Director, Association
of Saskatchewan Regional Colleges
Beverly Crossman

Saskatchewan Government and
General Employees' Union
Kathy Mahussier

APPENDIX E

LETTER OF UNDERSTANDING REGARDING JOB SHARE

1. The Colleges agree there are benefits to be gained for both the college and the employees wishing to participate in a properly planned and fully discussed "JOB SHARE" arrangement.
2. "JOB SHARE" is the voluntary sharing of a time portion of a permanent position by the incumbent with another individual. The non-incumbent must be fully qualified to carry out the complete job in order to share the time available.
3. Only the permanent incumbent of the position can initiate the request for a job share arrangement.
4. The permanent incumbent of the position will be allowed to reduce their hours of work to a minimum of 50%.
5. Arrangements may vary from College to College and position to position depending on the agreement worked out between the job share partners. However, no job share will exceed 12 months in length unless extended by agreement of all parties prior to expiry.
6. At the conclusion of the job share, employees involved will revert to their previous positions in accordance with provisions of the Collective Bargaining Agreement.
7. Approval of a job share arrangement rests solely with the College after full consideration is given to all aspects of the arrangements and operational requirements. The college retains the right to cancel a job share which is not functioning effectively.
8. If, during a job share period one of the employees leaves the College or is unable to continue the arrangement, the incumbent will (and the other member may) be required to assume the full duties of the position until it is appropriately filled or there is an appointment of another employee to the job share.
9. Once resolved and approved by the College, the Union must agree before the arrangements are able to be implemented.
10. Benefits where applicable would be earned on a prorated basis. The benefits unable to be prorated will be available to those willing to pay their share of the premium cost.
11. Overtime hours will be paid for work in excess of those scheduled for the full time permanent position. The member of the work share working the excess hours will receive the compensation for those hours worked.
12. Unless specifically agreed to in advance by the College and the SGEU;
 - a) Nothing in an agreement is intended to violate or alter clauses in the Collective Bargaining Agreement.
 - b) Nothing in an agreement is intended to increase or decrease the workload of any position.
 - c) Nothing in an agreement is intended to increase total compensation costs for the position to the college.

13. Other areas which will require discussion and agreement between the employees directly involved in the job share include, but are not limited to:

- overtime distribution
- vacation period coverage
- breakdown of the coverage time
- means and methods of communication
- absenteeism coverage
- time in lieu
- earned days off - selection

14. No employee in a job share arrangement can work in excess of one full time equivalent position for the college.

Signed this ____ day of June 2013.

The Saskatchewan Regional Colleges
Represented by:

The Saskatchewan Regional
Colleges Bargaining Unit
Represented by:

Carlton Trail Regional College
Shelley Romanyszyn-Cross

Carlton Trail Regional College
Denise Germain

North West Regional College
Bryan Nylander

North West Regional College
Marney Robinson

Cumberland Regional College
Valerie Mushinski

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Lynette Gerski

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Southeast Regional College
Carole Olson

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Noreen Volk

Great Plains College
Brigitte Wiebe

Parkland Regional College
Alison Dubreuil

Parkland Regional College
Sandy Persick

Executive Director, Association
of Saskatchewan Regional Colleges
Beverly Crossman

Saskatchewan Government and
General Employees' Union
Kathy Mahussier

APPENDIX F

COLLEGES CLASSIFICATION MAINTENANCE PLAN

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

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

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

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

Equity is defined as:

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

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

Committee Guidelines

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

- a) All committees will operate by consensus.
- b) All committees will follow the "Conflict of Interest" guidelines.
- c) No member of any committee or sub-committee can act as an advocate.

Conflict of Interest Guidelines

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

- a) Where the job duties are similar to their own;
- b) Which are encumbered by family members; or
- c) Which they directly supervise;
- d) Which are from the College of the position being evaluated.**

Local College Representatives

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

The local representatives will:

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

Maintenance Plan Committee

Composition:

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

Quorum:

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

Term of Representatives:

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

Selection of Representatives:

- a) Respective parties will select their representatives to the Committee.

Co-Chairpersons:

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

Responsibilities:

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

- a) Assess new positions unique to the college system and classify in accordance with the Job Evaluation Policy;
- b) Re-evaluate positions which have experienced significant changes in duties and/or responsibility in accordance with the Job Evaluation Policy;
- c) Consider the impact of evaluation and re-evaluation on other jobs in the system. Periodic reviews may be undertaken to confirm on-going consistency;
- d) Review tabled salary proposals and advise the Negotiation Committees of the impact; monitor the wage gap so that negotiated wage settlements do not widen the wage gap or undermine equitable compensation practices and equitable wage relationships;
- e) Recommend to the Negotiation Committees any required changes in the policy to factor levels and definitions;
- f) Ensure all policies and principles of the Classification Plan are followed;
- g) Develop and implement procedures for evaluations, e.g. re-evaluation, appeals, and dispute resolution;
- h) Develop and implement job classification form(s);
- i) Establish, update, and maintain** the notes to raters and benchmarked examples through additions or deletions of notes and benchmarked examples;

- j) Develop and maintain an educational program regarding the principles of the plan and how it works. This includes developing and updating the classification plan manual, arranging workshops, and providing on-going training as required, and ensuring that each College develop a link to the Job Evaluation website;
- k) Ensure that new members receive training in the principles and application of the classification plan;
- l) Maintain the structure, function, roles and authorities of any sub-committees and the training required for its members;
- m) Maintain an accurate, up-to-date, official record of all undertakings of the Committee and its Sub-Committees. One of the Maintenance Committee Co-Chairpersons will be responsible for filing and storing all official documents. When that Co-Chairperson resigns he/she will forward the documents to the incoming Co-Chairperson.
Permanent records will be kept at a designated College;
- n) Ensure that the Negotiating Committee is kept abreast of Job Evaluation Plan developments and outcomes. This includes the timely provision of:
 - i) Minutes of Maintenance Committee meetings
 - ii) Changes of notes to raters
 - iii) Benchmark job **ratings**
 - iv) Recommended changes in the policy to factor levels and definitions
 - v) Revisions to the procedures for evaluation; e.g. evaluation, re-evaluation, appeals and dispute resolution
 - vi) System review reports
- o) Prepare reports as required;
- p) Meet at least annually.

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

Evaluation Sub-Committee

Purpose

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

Composition:

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

Quorum:

- a) Majority of members

Term of Representatives:

- a) Evaluation Sub-Committee members shall serve a **two**-year, renewable term.

Chairperson:

- a) The Committee will elect a chairperson.

Definitions:

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

Responsibilities:

The responsibilities of the Evaluation Sub-Committee are to:

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

Process:

1. General

- a) The Job Evaluation Sub-Committee will operate by consensus.
- b) If the Evaluation Sub-Committee can not reach consensus the evaluation or re-evaluation will be referred to the Dispute Resolution Committee;
- c) Decisions of the Evaluation Sub-Committee are subject to appeal.
- d) The Evaluation Sub-Committee is obligated to submit all official documentation to the Maintenance Committee co-chairs;
- e) The Evaluation Sub-Committee has the authority to obtain information through questioning and written documentation to substantiate statements in the application(s). The Sub-Committee will verify all signatories, where necessary, the job content as presented in the application;
- f) Prior to appeal an applicant has the option for re-assessment based on missed or additional information. An application for re-assessment must be approved by all signatories and submitted to the Evaluation Sub-Committee within ten (10) working days of notification of the original decision.

2. Re-Evaluation of Existing Positions

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

- a) For job re-evaluations of existing positions, the employee and direct supervisor will complete those portions of the Job Evaluation and Re-Evaluation form impacted by the changed duties and/or responsibilities. This is to include all those factors impacted by the changes.
- b) The direct supervisor reviews the completed form and forwards it to the out-of-scope supervisor for review.
- c) Once the signatory page is completed, the out-of-scope supervisor forwards the form to the Local Joint Classification Plan Committee representatives.
- d) The Local Joint Classification Plan Committee representatives will **review and ensure** completeness of the form and forward it to the chair of the Evaluation Committee within thirty (30) days of the form being signed by the employee.**
- e) The Evaluation Sub-Committee will acknowledge receipt of the request by letter or by email, with copies to all signatories within five (5) working days of receipt.
- f) Applications will be reviewed at the next scheduled meeting of the Sub-Committee.
- g) Assessment of the application for re-evaluation will not impact the ratings previously assigned to descriptive statements if there is no change to those statements.
- h) Within twenty (20) working days of its decision, the Evaluation Sub-Committee will provide in writing to the signatories and respective bargaining chair a detailed rationale relative to each factor.
- i) Any changes to an employee's classification as a result of this process will be

- effective of the initial date of application.
- j) At the recommendation of the Evaluation Sub-Committee, a Review by the Maintenance Committee may be initiated. This will occur when a position appears to have been rated differently than other like positions. The Maintenance Committee will institute a Review Process for these positions, in order to conduct a comparison to ensure consistent application of the Job Evaluation Policy has occurred. Notification of the decision to perform a review will be given to the person occupying the position.

3. Evaluation of New Positions

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

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

than the initial placement a detailed rationale will be provided.

Appeal Sub-Committee

Purpose:

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

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

Composition:

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

Quorum:

- a) Majority of the members.

Types of Appeals:

1. **Inaccurate or Incomplete Information:**
All signatories to the job evaluation or re-evaluation forms agree that information originally received on the questionnaire was inaccurate or incomplete, an application for appeal may be made by all signatories. (This applies only to information that was relevant to duties at the time of completion of the evaluation. Duties assigned or changed since that time are not eligible for appeal, but may be eligible for re-evaluation).
2. **Disagreement with Evaluation Sub-Committee's decision to move information:**
One of the signatories to the job evaluation or re-evaluation disagree with the rating committee's decision to move information from one response box of the evaluation form to another, an application for appeal may be made by that signatory.

Process:

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

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

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

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

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

Dispute Resolution Sub-Committee whose decision will then be final and binding.

9. The Appeal Sub-Committee will be responsible for submitting all official documentation to the Maintenance Committee Co-chairs.

Dispute Resolution Sub-Committee

Composition:

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

Quorum:

- a) The majority of members.

Term of Representatives:

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

Chairperson:

- a) The Sub-Committee will elect a Chairperson.

Responsibilities:

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

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

Process:

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

Decisions of the Dispute Resolution Sub-Committee are final and binding.

APPENDIX G

LETTER OF UNDERSTANDING

RE: CHILD CARE EXPENSES

Employees authorized to travel and remain overnight on College business outside their own locale shall be entitled to claim for actual and reasonable costs, up to a maximum of forty (40) dollars per day, for child care if their spouse is not available to provide such care. Such expenses are not intended to reimburse the claimant for child care expenses they would have normally incurred.

Signed this ____ day of June 2013.

The Saskatchewan Regional Colleges
Represented by:

The Saskatchewan Regional
Colleges Bargaining Unit
Represented by:

Carlton Trail Regional College
Shelley Romanyszyn-Cross

Carlton Trail Regional College
Denise Germain

North West Regional College
Bryan Nylander

North West Regional College
Marney Robinson

Cumberland Regional College
Valerie Mushinski

Cumberland Regional College
Lynette Gerski

Southeast Regional College
Dion McGrath

Southeast Regional College
Carole Olson

Great Plains College
Noreen Volk

Great Plains College
Brigitte Wiebe

Parkland Regional College
Alison Dubreuil

Parkland Regional College
Sandy Persick

Executive Director, Association
of Saskatchewan Regional Colleges
Beverly Crossman

Saskatchewan Government and
General Employees' Union
Kathy Mahussier

APPENDIX H

LETTER OF UNDERTAKING

As agreed during the negotiations, the following correspondence will be sent.

Letter to Southern Colleges

In the course of negotiations with SGEU, the Management Negotiations Committee has undertaken, on behalf of Colleges, that when the Employer contemplates staffing changes during the annual planning process, the Employer will discuss same with the Local Unit Executive prior to implementation.

Sincerely,

Bryan Nylander
Chairperson
Southern Colleges Negotiations Committee

APPENDIX I

LETTER OF UNDERSTANDING ON SELECTIONS

As identified by the Employer where there are no internal or external candidates that meet the selection criteria for a vacancy, the Employer may, on a without prejudice basis, fill the vacancy with an internal candidate who does not meet the selection criteria.

Such conditional appointment shall be subject to the employee meeting the required selection criteria in a timeframe identified by the Employer.

The Employer agrees that preference for application of this provision be afforded to members of the bargaining unit.

Signed this ____ day of June 2013.

The Saskatchewan Regional Colleges
Represented by:

The Saskatchewan Regional
Colleges Bargaining Unit
Represented by:

Carlton Trail Regional College
Shelley Romanyszyn-Cross

Carlton Trail Regional College
Denise Germain

North West Regional College
Bryan Nylander

North West Regional College
Marney Robinson

Cumberland Regional College
Valerie Mushinski

Cumberland Regional College
Lynette Gerski

Southeast Regional College
Dion McGrath

Southeast Regional College
Carole Olson

Great Plains College
Noreen Volk

Great Plains College
Brigitte Wiebe

Parkland Regional College
Alison Dubreuil

Parkland Regional College
Sandy Persick

Executive Director, Association
of Saskatchewan Regional Colleges
Beverly Crossman

Saskatchewan Government and
General Employees' Union
Kathy Mahussier

APPENDIX J

LETTER OF UNDERSTANDING ON CONTRACTING OUT

When the College contemplates significant changes from existing business practices, including contracting out, the Employer agrees to provide reasonable notice of such to the Union, allowing at this stage the Union to enter into discussions with the Employer regarding the contemplated change.

Signed this ____ day of June 2013.

The Saskatchewan Regional Colleges
Represented by:

The Saskatchewan Regional
Colleges Bargaining Unit
Represented by:

Carlton Trail Regional College
Shelley Romanyszyn-Cross

Carlton Trail Regional College
Denise Germain

North West Regional College
Bryan Nylander

North West Regional College
Marney Robinson

Cumberland Regional College
Valerie Mushinski

Cumberland Regional College
Lynette Gerski

Southeast Regional College
Dion McGrath

Southeast Regional College
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Great Plains College
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Great Plains College
Brigitte Wiebe

Parkland Regional College
Alison Dubreuil

Parkland Regional College
Sandy Persick

Executive Director, Association
of Saskatchewan Regional Colleges
Beverly Crossman

Saskatchewan Government and
General Employees' Union
Kathy Mahussier

APPENDIX K

**LETTER OF UNDERSTANDING
RE: EMPLOYEE SELECTION PROCESS**

The employer agrees to meaningfully consult with the Union on the development of the staffing process for selection of employees. Such consultation shall occur within six (6) months of the signing of the Collective Bargaining Agreement.

It is agreed this Letter of Understanding expires August 31, 2016.

Signed this ____ day of June 2013.

The Saskatchewan Regional Colleges
Represented by:

The Saskatchewan Regional
Colleges Bargaining Unit
Represented by:

Carlton Trail Regional College
Shelley Romanyszyn-Cross

Carlton Trail Regional College
Denise Germain

North West Regional College
Bryan Nylander

North West Regional College
Marney Robinson

Cumberland Regional College
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Alison Dubreuil

Parkland Regional College
Sandy Persick

Executive Director, Association
of Saskatchewan Regional Colleges
Beverly Crossman

Saskatchewan Government and
General Employees' Union
Kathy Mahussier

**For Informational Purposes
Declaration Of Leave For Pressing Necessity Or Bereavement**

I hereby declare that I am accessing _____ leave with pay
(number of hours or days)

from _____ to _____ for the
(start date) (end date)

following purpose: (please check one)

- Bereavement Pressing Necessity
- Family Emergency Family Medical Other

The leave being accessed is consistent with the Collective Agreement and the College’s Pressing Necessity and Bereavement Leave policy and with the spirit and intent of the guidelines contained therein.

Signature

Date