

# **COLLECTIVE BARGAINING AGREEMENT**

Between Saskatchewan Regional Colleges and  
Saskatchewan Government and General Employees' Union



EFFECTIVE  
**September 1, 2022 to  
August 31, 2025**

**ARTICLES  
OF A  
COLLECTIVE AGREEMENT**

**BETWEEN**

**CARLTON TRAIL COLLEGE (4039-01)  
NORTH WEST COLLEGE (4039-03)  
GREAT PLAINS COLLEGE (4039-04)  
SOUTHEAST COLLEGE (4039-05)  
SUNCREST COLLEGE (4039-06)**

**AND**

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

**September 1, 2022, to August 31, 2025**

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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT  
made in duplicate this 21<sup>st</sup> day of August, 2024.**

**between**

**CARLTON TRAIL COLLEGE, GREAT PLAINS COLLEGE,  
NORTH WEST COLLEGE, SUNCREST COLLEGE,  
SOUTHEAST COLLEGE  
hereinafter referred to as "the College"**

**OF THE FIRST PART**

**and**

**SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION  
and its College Units as certified,  
hereinafter referred to as "the Union"**

**OF THE SECOND PART**

**PREAMBLE**

**Saskatchewan Regional Colleges and the members of the Saskatchewan Government and General Employees' Union Local 4039 acknowledge and respect the traditional lands of Treaty 2, 4, 5, & 6 Territories, and homelands of the Métis People.**

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 **cooperation** 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, **and,**

**WHEREAS, it is the desire of both parties to support the principles of a collective working relationship and develop a spirit of transparency and mutual trust in labour relations between the Union and the Employer, and,**

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 Occasion means one (1) instance of reporting for work which shall not exceed in duration the number of hours normally worked in a day by a **full-time** employee. There can be no more than one (1) occasion per day.
- 1.9 Part-time Employee means an employee who is scheduled to work less than **full-time** daily, weekly, monthly or yearly.
- 1.10 Pay Level is defined as a range of pay assigned to a classification level.
- 1.11 Pay Plan means the scales of pay as contained in Appendix A and B and the rules governing its operation as contained in Article 7.
- 1.12 Permanent Employee means one who has successfully completed the probation period on initial employment, except that a temporary employee occupying a temporary position may not become a permanent employee unless **they** work in excess of twelve (12) months in a temporary position(s).
- 1.13 Position is a set of assigned duties and responsibilities which define a job.

- 1.14 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.
- 1.15 Term Position is a position established for a defined period of time provided such position does not have an incumbent.
- 1.16 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.
- 1.17 Probationary Employee means one who has not yet completed a probationary period on initial appointment.
- 1.18 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.
- 1.19 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.
- 1.20 Temporary Employee is an employee from outside the College hired to fill a temporary 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.
- 1.21 Transfer is defined as the movement of an employee from one (1) position to another in the same classification.
- 1.22 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 Non-instructional 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 Carlton Trail College
    - a) **Vice President, Academic**
    - b) **Director, Business & Skills Training**
    - c) **Director, Advancement and External Affairs**
    - d) **Director, Adult Basic Education & Student Services**
    - e) **Human Resources Director**
    - f) **Manager, IT**
    - g) **Manager, Workforce Development (P)**
    - h) **Manager, Student Supports and Engagement (P)**
    - i) **Human Resources Generalist**
    - j) Administrative Assistant
  - 2.8.2 North West College
    - a) **Vice-President, Academic**

- b) **Vice-President, Marketing & Student Experience**
- c) **Manager, Facilities & Information Technology**
- d) **Manager, Corporate Services & External Development**
- e) **Manager, Learning Services**
- f) **Manager, Meadow Lake Campus & Student Residences**
- g) **Controller**
- h) **Senior, Human Resources Generalist**
- i) **Human Resources Generalist**

### 2.8.3

Great Plains College

- a) **Vice President, Programs and Students**
- b) **Manager of Human Resources**
- c) **Manager of Marketing and Communications**
- d) **Manager of Infrastructure, Planning and Projects**
- e) **Accounting Manager**
- f) **Program Manager**
- g) **Manager of Admissions and International**
- h) **Manager of Admissions and Student Services**
- i) **Human Resources Associate**
- j) **Human Resources Assistant**

### 2.8.4

Southeast College

- a) **Vice President, Academics, Teaching & Learning**
- b) **Vice President, Professional Training & Continuing Studies**
- c) **Vice President, Communications & Strategic Enrollment**
- d) **Vice President, Human Resources & Organizational Development**
- e) **Executive Director, Innovation & Applied Research**
- f) **Director, Strategic Development & Corporate Training**

- g) **Director, Strategic Enrolment**
- h) **Manager, Facilities**
- i) **Manager, Human Resources & Labour Relations**
- j) **Chief of Staff & Board Liaison**
- k) **Controller**

**2.8.5 Suncrest College**

- a) **Vice President, Academics & Learner Engagement**
- b) **Vice President, Partnerships & Innovation**
- c) **Director, Human Resources**
- d) **Manager, Learner Experience**
- e) **Manager, Public Relations & Marketing**
- f) **Manager, Facilities & Maintenance**
- g) **Manager, Business Development**
- h) **Manager, International & Inclusion (P)**
- i) **Manager, Payroll & Systems (P)**
- j) **Chair, Foundational Skills & English Language Training**
- k) **Chair, Post-Secondary Education**
- l) **Chair, Applied Research (P)**
- m) **Controller**
- n) **Manager, Human Resources**
- o) **Human Resources Administrator**
- p) **Human Resources Generalist**
- q) **Executive Assistant (one in addition to 2.4)**

**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 or perceived race, creed, colour, place of origin, political or religious affiliation, sex, marital status, sexual orientation, disability, religion, family status, ancestry, nationality, receipt of public assistance, gender identity nor by reason of membership or activity in the Union.
- 3.3 All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action. However, the Employer may dock an amount of pay appropriate to the work time lost by the employee through honouring the picket line.
- 3.3.1 All employees who are now, and hereafter become, members of the Union shall maintain their membership in the Union as a condition of their employment and all new employees shall, as a condition of their employment, and within thirty (30) days of the commencement of their employment, apply for and maintain membership in the Union. Any employee who is not required to maintain membership in the Union and whose class of employment is within the bargaining scope of the Union, shall, as a condition of employment, tender to the Union the monthly dues uniformly required to be paid by the members of the Union.
- 3.3.2 On signed authorization by an employee, **each pay period** the College shall deduct, on behalf of the Union, all initiation, dues, assessments, or levies, uniformly required from the pay cheque of each employee, 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 **pay period** 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 **their** 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 **Duty to Accommodate**
- The employer, the union, and employees acknowledge their duty to accommodate an employee(s) in accordance with Human Rights legislation, regardless of status, up to the point of undue hardship. The employer, in consultation with the union, shall determine the appropriate action to accommodate the employee.**
- 3.5 The College agrees to provide the Union annually, by September 30, a list of all employees in the bargaining unit indicating each individual employee's fulltime equivalent (FTE), title, step, as well as range or classification of the position(s) occupied. This information will be accurate as of June 30.
- 3.6 Subject to approval by **Human Resources** 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.
- 3.7 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.

**3.8** Written notice of change in the amount of **union and/or LTD** 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.

**3.9** Representative Workforce

a) General Provisions

The Union and the Employer agree with the principle of achieving a representative workforce for **Indigenous** workers. The Employer shall develop, implement, monitor and evaluate initiatives designed to facilitate employment of **Indigenous** 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 **Indigenous** 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.

**3.10** 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.

**3.11** 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.**

**3.12** Indemnity

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



- 3.12.2**            **The Employer agrees to provide legal counsel for an employee against whom action is brought for acts done by the employee in the ordinary course of the employee's employment, provided the acts are done without negligence or malice and provided further that the employee notifies the Employer within thirty (30) days of any incident, occurrence, or event which may lead to legal action against the employee and in the following circumstances:**
- a)        when the employee is first approached by any person or organization notifying the employee of intended legal action against the employee; or**
  - b)        when the employee decides to retain counsel in regard to the incident or course of events; or**
  - c)        when information first becomes known to the employee in the light of which the employee might reasonably consider that the employee might be the object of legal action.**

- 3.12.3**            **In the event that an employee wishes to retain counsel the employee shall so advise the Employer in writing. Within ten (10) working days of receipt of this information the Employer shall advise the employee, in writing, of the Employer's intention either to:**
- a)        provide and pay for legal services; or**
  - b)        pay for legal services from counsel whose selection the employer approves.**

**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 permanent employees who are on lay-off or who are 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 temporary 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 4.7 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 The Employer shall notify the Union when duties are assigned to an individual employee, or if a program where employee(s) are employed, extends beyond the geographical boundary or that individual College.**

4.3 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.

**4.4 Job Postings**

A competition shall allow a minimum **eight (8) working days** for applications to be submitted and shall be **posted on the College's publicly accessible website and distributed** to all employees **including those on the re-employment list.**

- 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.

- The Union and the College may mutually agree that the posting period of a particular position be reduced due to unforeseen circumstances.
- 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.

#### **4.5** Information in Postings

Such notice shall contain the following information:

Name, duties and classification of position, base location if applicable, **minimum** 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.

#### **4.6** 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.

#### **4.7** Role of Seniority in Appointments

Subject to Article 4.3, 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.

**4.7.1** 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** 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 4.3, 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.

4.9 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.

4.10 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 **accepting** such duties of the classification, range, and step of the position they will occupy, and a copy sent to the Local Chairperson. The name of the successful applicant shall be posted on College bulletin boards.

4.11 Conversion to Ongoing

Upon request the College agrees to review, in discussion with the local union, any positions with a definite term for conversion to ongoing.

4.12 If an employee from another Regional College **or Northlands 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) **reinstatement** 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.

4.13 Written Examination and Performance Tests

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

**4.14 Dispute Resolution for Non-Appointment of an Internal Applicant**

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

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

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

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

**4.14.1 Participants in the Process**

The Arbitrator shall have the authority to establish the general procedure to be followed at the hearing of the matter.

The employee shall have the benefit of representation by the Union.

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

**4.14.2 Admissible Precedents**

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

**4.14.3 Expenses**

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

**4.15 Vacant Positions**

When a position becomes vacant, the Employer shall notify the Union about the Employer's intention regarding that position, specifying whether the position is to be:

- a) Filled;

- b) **Left vacant temporarily;**
- c) **Abolished.**

## **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 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 request for reclassification is primarily due to new duties and responsibilities within the last twelve (12) months, 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.

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 Pay on Reclassification Upwards**

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

**6.5**                    Reclassification Downwards

No employee shall have **their** 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.

**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 **they** possess 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 salary grid placement 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 **their** 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 **their** 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 **an ongoing, or term** 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.
- 7.4.6.1 Long service employees who bid into positions from the Instructional and/or Instructor Aide grid to the Non-Instructional grid shall maintain their Long Service Increment.**
- 7.4.6.2 Long service employees who bid into positions from the Non-Instructional grid to the Instructional and/or Instructor Aide grid shall be placed on the Instructional grid in accordance with Appendix C, Part II plus one incremental step in recognition of their long service.**
- 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 **retain their long service placement on the grid.**
- 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 Red Circling
- 7.5.4.1** An employee who bumps to a position in a pay range with a lower maximum shall have **their** salary red circled for a period equivalent to two years of actual employment.
- 7.5.4.2 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.
- 7.7.4 Regulated Staff
- 7.7.4.1 Regulated employees who are authorized, in writing and in advance, shall receive time and one half (1 1/2) for all hours worked in excess of thirty-seven and one half hours over a one (1) week period.
- 7.7.4.2 Any days of leave, including Union business leave, that occur on an employee's regularly scheduled day of work shall reflect the normally scheduled hours that would have been worked on that day and shall count as earned hours for purposes of the averaging period.
- 7.8 Pay Periods
- 7.8.1 Employees shall be paid bi-weekly.
- 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 twenty-two (22) or twenty-six (26) equal payments. For those colleges that do not yet have a bi-weekly payroll system in place, 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 twenty-two (22) or twenty-six (26) equal payments. For those colleges that do not yet have a bi-weekly payroll system in place, these Instructors and Instructor Aides may opt to receive their annual salary in ten (10) or twelve (12) equal payments.

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

**7.10.1.1 Travel is assessed from the employee's base location. An employee may have only one (1) base location for each position.**

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

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

7.10.4 Incidental Expenses

Actual and reasonable charges 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 Use of Personal Electronics**

College employees will not be required to use their personal electronics for College business. If prior approval is granted **by the employer**, employees may use their personal electronics for College business and will be reasonably reimbursed for such use. **Approved use of personal electronics does not give the Employer authority to access the employee's personal electronic device.**

7.12 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.

7.13 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.

7.14 Professional Fees

Notwithstanding Article 23.2, employees who, as a condition of employment are required to maintain registration with a professional body, shall have such fees reimbursed by the Employer.

7.15 Maternity/Legal Adoption/Parental Leave Top-up

Employees on Maternity/Legal Adoption/Parental Leave who qualify for benefits under the Employment Insurance Act shall be entitled to the following:

- a) for the first two (2) weeks payments equivalent to the difference between Employment Insurance benefits and one-hundred percent (100%) of 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.

7.16 Overpayment

7.16.1 Should the College discover an overpayment, the College and Union shall negotiate a reasonable repayment plan.

**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.
- 8.1.6.1 Temporary employees who work in excess of twelve (12) months in temporary position(s) and who successfully complete probation consistent with Article 8.1.1 and 8.1.2 shall be appointed to the permanent staff.
- 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 **their** 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 **their** 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 **their** former position as a result of failing probation then the employee filling that position shall likewise revert to **their** 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 **they** 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 **they** 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**

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.

Or, at the employee's option and if operationally feasible:

**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.

Employees in the five (5) day work pattern under (a) above, have the option to waive Article 7.7.2 to bank up to a maximum of three (3) days per fiscal year at straight time. Time in lieu shall be earned and taken upon mutual agreement between the employee and the supervisor. Any time in lieu shall be used prior to the end of the fiscal year and shall not be paid out.

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 **their** 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 **their** 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) **Site** 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 **eight (8)** 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 **out-of-scope supervisor or designate**.

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, **and** 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, days of rest, earned days off and paid days off, that may otherwise have been provided by this Agreement.
- 9.4.4 **An Instructor and/or an Instructor Aide who is required by the employer to work on a designated holiday shall be paid an additional 1.5 times their rate of pay in accordance with Appendix B and B1.**
- 9.5 Office, Regulated and Field
- 9.5.1 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.
- 9.5.2 The College shall **endeavour** to ensure that regulated employees receive the days off as outlined in Article 9.5.1. Should a regulated employee be required to work any of the days outlined in Article 9.5.1, such employee shall be entitled to a different paid day(s) off in lieu. Such day(s) off shall be scheduled as agreed between the College and the employee.
- 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, or
    - ii) exercise the options contained in Article 11.3.

**ARTICLE 10      TECHNOLOGICAL AND ORGANIZATIONAL CHANGES**

10.1                If technological changes or organizational 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 Division 10 of the *Saskatchewan Employment Act*.

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

**11.1.1.1** Notwithstanding Articles 11.1 and 11.1.1, permanent employees occupying an **ongoing** position shall return to that position at the end of a temporary position or a term position to which they were appointed.

This right is available for the purposes of personal and professional growth. Subsequent applications for the same or similar position may be considered by the College, subject to: impact on students, ability to backfill, budgetary implications and/or unreasonable disruption to the workplace; but shall not be unreasonably denied.

Permanent employees without an **ongoing**, position **to return to** 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, Regulated 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.

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

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, Regulated 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 **their** 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 **their** 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 **Human Resources** shall include notification of the position **they** prefer 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 **ongoing** 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, Regulated 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. **The local bargaining chair shall be copied on such notification.**

**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. **The local bargaining chair shall be copied on such notification.**

**11.6**                    Safety Net

**11.6.1**                    An employee with three (3) or more years of service whose **ongoing** 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 **Counselling** and Job Placement

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

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

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

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

**b)**                    Retraining Assistance

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

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.

**11.7 Should the Employer plan to abolish positions or lay-off on going full-time or part-time employees, they will advise the Local chair, or designate, prior to notice being given. It is understood that advising the Union is not intended to prevent or restrict the employer from managing.**

## 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 and Instructor Aides:

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, Regulated and Field:

For each cumulative complete day worked at straight time rates and for days paid for sick leave, EDO.'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 **September 15** of each year. A local union representative shall be present for consultation during the preparation of the list.

**The Employer agrees to provide current seniority information upon request for application in appointment, selection and layoff processes.**

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 Full-time** 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 Full-time** 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 Full-time** 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 Full-time** employees on their twenty-second (22<sup>nd</sup>) anniversary with the College shall be entitled to six (6) weeks annual vacation with pay in each subsequent year of employment.

**13.1.5** 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. **Should an**

**employee wish to change their election they must do so in writing, in advance so that it can be implemented for the next fiscal year**

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      |

- 13.1.6** Employees who opt for #2 in Article 9.1 shall receive the equivalent number of hours as employees who opt for #1 in Article 9.1.
- 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 **out-of-scope supervisor** 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 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** When any holiday(s) designated in Article 14 falls within an employee's annual vacation, an additional day(s) vacation will be granted.
- 13.2.5** When an employee qualifies for sick leave in excess of two (2) days, bereavement leave during **their** 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.
- 13.2.6** 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.

- 13.2.7** An employee shall be entitled, but not obligated, to receive **their** 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.
- 13.2.8 An employee who leaves the service of the College shall be paid in lieu of earned vacation leave which has not been used.
- 13.2.9 In the event of death of an employee, any amount due under this Article shall be paid to the estate.
- 13.2.10 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, **National Day for Truth and Reconciliation**, 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.

- 14.1.1 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.

14.2 Falling on Days of Rest

14.2.1 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.

14.2.2 For any employee who may work Saturday or Sunday, if the holiday falls on one (1) of their two (2) consecutive days off, it shall be observed on the first working day(s) following the designated holiday.

14.3 Working on a Holiday

14.3.1 A full-time 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.

14.3.1.1 An employee who works less than full-time and 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.

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 **their** regular pay for each hour in excess of normal hours which **they** work.

**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 **ill, injured, disabled** or under examination or treatment **by a licensed and regulated health professional**, 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 **or designate**, draw on future credits to a maximum of fifteen (15) days. The request for such an extension **and the response** shall be in writing **providing reasons for any 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 17.2.1 and 17.2.8.

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 ( $\frac{1}{2}$ ) 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. 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 **their** regular net **bi-weekly** wage and the **bi-weekly** 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.

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 be allowed to designate one (1) of the five (5) days within this article as a Personal Wellness day.
- f) 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** 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 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 **their** term of office. Such employee shall continue to receive **their** 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 **they** would normally have been employed, by paying **their** share of the premium.
- b) Employees on Educational Leave shall accumulate seniority, increments, and sick leave for the entire period.

17.1.4 Interpersonal Violence Leave

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

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.

17.1.6 Citizenship Leave

An employee shall be granted a leave with pay for up to one (1) day to attend a citizenship ceremony to receive their certificate of citizenship.

17.2 General Leaves Without Pay

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

17.2.2 "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 17.2.10) beyond three (3) years.

17.2.3 "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.

**17.2.4** General leave requested by an employee for valid reasons may be granted by the Chief Executive Officer **or designate**. Both the application and the response shall be made in writing.

17.2.5 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.

17.2.6 Out-of-Scope Leave

Notwithstanding, Article 12.5.3, in order to support and encourage internal applications for management positions, employees may be

granted a six (6) month definite leave of absence from their in-scope position to accept an out-of-scope position. Such leave of absence request must be made in writing and is subject to mutual agreement between the College and the Union.

**17.2.7** Military Service Leave

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

**17.2.8** Benefits While on Unpaid General Leave

**17.2.8.1** For an unpaid general leave of up to thirty (30) consecutive calendar days, employees shall be entitled to earn all benefits except designated holidays.

**17.2.8.2** For an unpaid 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.

**17.2.8.3** For an unpaid general leave of more than ninety (90) consecutive calendar days, employees shall be entitled to earn increment benefits, consistent with Article 7.4.1.

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

An employee, who has completed thirteen (13) 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 a minimum of one (1) month in advance of the proposed commencement date, except in unavoidable circumstances.

**17.2.9.1** In response to a request, the College shall approve Family Leave of up to eighteen (18) 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.

**17.2.9.2** 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 **their** share of the premiums.

17.2.10 Long Term Disability Leave

17.2.10.1 "Long Term Disability (LTD) Leave" is a leave without pay which shall not exceed three (3) calendar years.

17.2.10.2 Employees on Long Term Disability Leave shall continue to earn seniority and increment benefits while on LTD Leave.

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

17.2.11 Returning from a Leave of Absence

17.2.11.1 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.

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

**17.2.12** 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, **they** 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 **they** 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, **they** shall return to **their** 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.

| <b>SALARY AND BENEFITS DETAILS</b> |   |  |
|------------------------------------|---|--|
| <b>ITEM</b>                        | <b>DURING DEFERRAL PERIOD</b>   | <b>DURING LEAVE PERIOD</b>   |
| 1. Prevailing Pay                  | as defined in 17.3.1  | 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 in accordance with Pension Plan Documents | In accordance with Pension Plan Documents  |
| 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      PROGRESSIVE DISCIPLINE**

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            **There shall be no audio or video recording of any investigative or disciplinary meeting by either party without clear parameters and mutual agreement by all parties.**

18.3            **Reprimands, Suspensions, and Dismissal**

18.3.1          In order for discipline to be corrective it shall be progressive with stronger penalties for repeated offenses. The progression shall be: verbal reprimand, written reprimand, suspension(s) without pay, dismissal for cause.

18.3.2          **In cases of verbal and/or written reprimands, the employee and the Union shall be informed in writing** of the reasons for the reprimand, the corrective behaviour that is required, and the consequences of further infractions.

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

18.3.4          Except in the case of dismissal under Article 18.3.5, 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.

18.3.5          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.

18.4            **Burden of Proof**

18.4.1          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 18.3.5 this must be indicated in the reprimand, suspension or dismissal notification, and the reasons for not following progressive discipline stated. Evidence shall be limited to the grounds stated in the suspension or dismissal notice. The record of

an employee shall not be used for disciplinary reasons after eighteen (18) months of satisfactory service and shall be removed from the employee's file.

**18.4.2** An employee shall not be immune from future progressive discipline due solely to the fact that **they** 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 18.3.

18.5 Due Process

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

18.5.2 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.

**18.5.3** An employee shall be allowed to peruse **their** own personnel file upon request to the **Human Resources**. Any response in respect to its contents shall become part of the file.

18.6 Resignation and Job Abandonment

**18.6.1** 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 **they** absent **themselves** without leave.

18.6.2 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 **Human Resources**. 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 fourteen (14) calendar days of receipt. In all instances, a copy of the grievance shall be submitted concurrently to the **Human Resources** 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 the grievor and one (1) local steward 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 endeavour to adhere to the time limits outlined in Article 19 and 20.

## **ARTICLE 20 ARBITRATION**

20.1 Establishment and Composition of an Arbitration Board

20.1.1 When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing to the other party of the Agreement. The name of a suggested arbitrator shall be included.

20.1.2 Within ten (10) working days of receiving the notice, the party receiving the notice shall either agree to the suggested arbitrator or propose up to three names of alternative arbitrators.

20.1.3 If the parties cannot reach mutual agreement on a named arbitrator within forty-five (45) days, the arbitrator shall be selected on a rotational basis from a list developed and agreed to by the parties. This list must include a minimum of three (3) names and will be reviewed every two (2) years and updated as necessary. In the event that the person whose turn it is to act is not available, the name next following shall act and the rotation shall continue from that point on for future selections.

20.2 Procedure of the Arbitration

20.2.1 The Arbitrator shall fix a time and place of sittings after consultation with the parties.

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

20.2.3 In the event that an employee is called as a witness before an Arbitrator 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;

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

- 20.3            Decision of the Arbitrator
- 20.3.1        The decision of the Arbitrator shall be final, binding and enforceable on all parties.
- 20.3.2        The Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. Subject to the foregoing, the Arbitrator shall have the power to dispose of the grievance by any arrangement which it deems just and equitable.
- 20.3.3        Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to clarify the decision.
- 20.4            Expenses of the Arbitrator
- The fees and expenses of the Arbitrator 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 Occupational Health and Safety provisions of the *Saskatchewan Employment 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      RESPECTFUL WORKPLACE**

- 22.1            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 a harassment-free workplace, the parties are committed to the joint development of proactive programs to eliminate all forms of harassment **and to create a respectful workplace.**



- 22.1.2** Harassment is defined under *The Saskatchewan Employment Act* and includes 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 This article does not prohibit the employer from carrying out the functions which fall within their rights and responsibilities, provided this is done in an appropriate and professional manner. Such functions include, but are not limited to: performance appraisals, addressing performance and conduct issues, and assigning work.**
- 22.2 Procedure
- The Employer and the Local agree to develop procedures to respond to allegations of harassment in keeping with the *Saskatchewan Human Rights Code* and *the Saskatchewan Employment Act*.
- 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 **endeavour** to achieve equal gender and minority group representation. The chairperson of the committee shall rotate from meeting to meeting. Committee decisions shall be by consensus.

- 22.3.2 The Committee will:
  - 22.3.2.1 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.
  - 22.3.2.2 Ensure mandatory participation by all employees in the program that is designed to meet the needs of individuals in their work situation.
  - 22.3.2.3 Assemble an inventory of training resources appropriate to the delivery of the program
  - 22.3.2.4 Make available a brochure to be used as a promotion in combating harassment.
- 22.3.3 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, **2022**, to August 31, **2025**, and shall continue from year to year thereafter unless either party gives to the other party notice in writing to negotiate amendments not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar 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.

**SIGNING PAGE**

**THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and SOUTHERN COLLEGES** hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this 21<sup>st</sup> day of August 2024.

The Saskatchewan Regional Colleges  
Represented by:

The Saskatchewan Regional  
Colleges Bargaining Units of SGEU  
Represented by:

\_\_\_\_\_  
Carlton Trail College  
Amy Yeager

\_\_\_\_\_  
Carlton Trail College  
Darlene Purshega

\_\_\_\_\_  
North West College  
Sharon Taylor

\_\_\_\_\_  
North West College  
Marney Robinson

\_\_\_\_\_  
Suncrest College  
Mandi Kobylko

\_\_\_\_\_  
Suncrest College  
Lynette Gerski

\_\_\_\_\_  
Southeast College  
Jenn Logel

\_\_\_\_\_  
Suncrest College  
Sheldon Kostyshyn

\_\_\_\_\_  
Great Plains College  
Tanya Stubbins

\_\_\_\_\_  
Great Plains College  
Lori Court

\_\_\_\_\_  
Carlton Trail College  
Bailey Williams

\_\_\_\_\_  
Southeast College  
Katie Burham

\_\_\_\_\_  
Great Plains College  
Lissa Hammel

\_\_\_\_\_  
Saskatchewan Government and  
General Employees' Union  
Kathy Mahussier

\_\_\_\_\_  
Southeast College  
Jody Holzmilller

## **GENERAL WAGE INCREASES**

### **APPENDIX A, B and B1**

General Wage increases applied to the wage grid of:

**Effective September 1, 2022 – 3%**

**Effective September 1, 2023 – 3%**

**Effective September 1, 2024 – 2%**

### **RETROACTIVITY**

**Retroactivity to September 1, 2022, is applicable to those employees on staff at the date of signing the Memorandum of Agreement and those employees who have left employment since September 1, 2022, unless terminated for cause. 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, 2022 (+3%)**

| <b>Level</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Long Service<br/>4%</b> |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------------------|
| <b>1</b>     | 19.46         | 20.15         | 20.91         | 21.64         | 22.35         | 23.04         | 23.96                      |
| <b>2</b>     | 21.79         | 22.61         | 23.42         | 24.23         | 25.06         | 25.83         | 26.88                      |
| <b>3</b>     | 24.41         | 25.31         | 26.21         | 27.17         | 28.07         | 28.94         | 30.10                      |
| <b>4</b>     | 27.00         | 27.98         | 29.00         | 30.03         | 31.00         | 32.11         | 33.38                      |
| <b>5</b>     | 29.57         | 30.71         | 31.84         | 32.99         | 34.07         | 35.19         | 36.58                      |
| <b>6</b>     | 32.18         | 33.38         | 34.62         | 35.87         | 37.10         | 38.33         | 39.85                      |
| <b>7</b>     | 34.80         | 36.10         | 37.42         | 38.79         | 40.09         | 41.46         | 43.12                      |
| <b>8</b>     | 37.36         | 38.80         | 40.27         | 41.68         | 43.12         | 44.53         | 46.30                      |

**APPENDIX A  
NON INSTRUCTIONAL SALARY GRID  
EFFECTIVE SEPTEMBER 1, 2023 (+3%)**

| <b>Level</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Long Service<br/>4%</b> |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------------------|
| <b>1</b>     | 20.04         | 20.76         | 21.53         | 22.29         | 23.02         | 23.73         | 24.68                      |
| <b>2</b>     | 22.44         | 23.29         | 24.12         | 24.95         | 25.81         | 26.61         | 27.68                      |
| <b>3</b>     | 25.14         | 26.07         | 27.00         | 27.98         | 28.91         | 29.81         | 31.00                      |
| <b>4</b>     | 27.81         | 28.82         | 29.87         | 30.93         | 31.93         | 33.07         | 34.38                      |
| <b>5</b>     | 30.46         | 31.63         | 32.80         | 33.98         | 35.09         | 36.24         | 37.68                      |
| <b>6</b>     | 33.15         | 34.38         | 35.66         | 36.94         | 38.21         | 39.48         | 41.05                      |
| <b>7</b>     | 35.84         | 37.18         | 38.55         | 39.95         | 41.29         | 42.70         | 44.41                      |
| <b>8</b>     | 38.48         | 39.96         | 41.48         | 42.93         | 44.41         | 45.86         | 47.69                      |

**APPENDIX A  
NON INSTRUCTIONAL SALARY GRID  
EFFECTIVE SEPTEMBER 1, 2024 (+2%)**

| <b>Level</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Long Service<br/>4%</b> |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------------------|
| <b>1</b>     | 20.44         | 21.17         | 21.97         | 22.74         | 23.48         | 24.21         | 25.18                      |
| <b>2</b>     | 22.89         | 23.75         | 24.60         | 25.45         | 26.33         | 27.14         | 28.24                      |
| <b>3</b>     | 25.64         | 26.59         | 27.54         | 28.54         | 29.49         | 30.41         | 31.62                      |
| <b>4</b>     | 28.37         | 29.39         | 30.46         | 31.55         | 32.57         | 33.73         | 35.07                      |
| <b>5</b>     | 31.07         | 32.26         | 33.46         | 34.66         | 35.80         | 36.97         | 38.43                      |
| <b>6</b>     | 33.81         | 35.07         | 36.37         | 37.68         | 38.97         | 40.27         | 41.87                      |
| <b>7</b>     | 36.56         | 37.93         | 39.32         | 40.75         | 42.12         | 43.56         | 45.30                      |
| <b>8</b>     | 39.25         | 40.76         | 42.31         | 43.79         | 45.30         | 46.78         | 48.64                      |

**APPENDIX B  
INSTRUCTIONAL SALARY GRID  
EFFECTIVE SEPTEMBER 1, 2022 (+3%)**

| RANGE     | INSTRUCTOR<br>(ANNUAL, DAILY) |        |        |        |        |        |        |        |        | LONG SERVICE INCREMENT |
|-----------|-------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|------------------------|
|           | STEP 1                        | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 |                        |
| RANGE I   | 58,135                        | 62,247 | 65,363 | 68,629 | 72,064 | 75,672 | 79,453 | 83,430 | 87,592 | 91,096                 |
|           | 290.67                        | 311.24 | 326.82 | 343.15 | 360.32 | 378.36 | 397.26 | 417.15 | 437.96 | 455.49                 |
| RANGE II  | 62,065                        | 64,954 | 67,985 | 71,174 | 74,518 | 78,033 | 81,723 | 85,593 | 89,663 | 93,249                 |
|           | 310.33                        | 324.77 | 339.92 | 355.87 | 372.59 | 390.16 | 408.61 | 427.96 | 448.31 | 466.25                 |
| RANGE III | 64,817                        | 67,639 | 70,604 | 73,721 | 76,983 | 80,418 | 84,024 | 87,810 | 91,775 | 95,445                 |
|           | 324.08                        | 338.20 | 353.02 | 368.60 | 384.92 | 402.09 | 420.13 | 439.05 | 458.89 | 477.23                 |
| RANGE IV  | 71,829                        | 74,605 | 77,520 | 80,574 | 83,780 | 87,153 | 90,688 | 94,402 | 98,306 | 102,238                |
|           | 359.15                        | 373.02 | 387.60 | 402.87 | 418.91 | 435.77 | 453.45 | 472.00 | 491.53 | 511.19                 |

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

**APPENDIX B  
INSTRUCTIONAL SALARY GRID  
SEPTEMBER 1, 2022 (+3%)  
HOURLY RATES**

| STEP      | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | LONG SERVICE INCREMENT |
|-----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|------------------------|
| RANGE I   | 48.44 | 51.87 | 54.47 | 57.19 | 60.05 | 63.06 | 66.21 | 69.53 | 72.99 | 75.91                  |
| RANGE II  | 51.72 | 54.13 | 56.65 | 59.31 | 62.10 | 65.03 | 68.10 | 71.33 | 74.72 | 77.71                  |
| RANGE III | 54.01 | 56.37 | 58.84 | 61.43 | 64.15 | 67.01 | 70.02 | 73.17 | 76.48 | 79.54                  |
| RANGE IV  | 59.86 | 62.17 | 64.60 | 67.15 | 69.82 | 72.63 | 75.57 | 78.67 | 81.92 | 85.20                  |



**APPENDIX B  
INSTRUCTIONAL SALARY GRID  
EFFECTIVE SEPTEMBER 1, 2023 (+3%)**

| RANGE     | INSTRUCTOR<br>(ANNUAL, DAILY) |        |        |        |        |        |        |        |         | LONG<br>SERVICE<br>INCREMENT |
|-----------|-------------------------------|--------|--------|--------|--------|--------|--------|--------|---------|------------------------------|
|           | STEP 1                        | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9  |                              |
| RANGE I   | 59,879                        | 64,114 | 67,323 | 70,688 | 74,226 | 77,942 | 81,837 | 85,932 | 90,220  | 93,829                       |
|           | 299.39                        | 320.58 | 336.63 | 353.44 | 371.13 | 389.71 | 409.18 | 429.67 | 451.10  | 469.15                       |
| RANGE II  | 63,927                        | 66,903 | 70,025 | 73,309 | 76,754 | 80,374 | 84,175 | 88,161 | 92,353  | 96,046                       |
|           | 319.64                        | 334.52 | 350.12 | 366.55 | 383.76 | 401.87 | 420.87 | 440.80 | 461.76  | 480.23                       |
| RANGE III | 66,761                        | 69,668 | 72,722 | 75,933 | 79,293 | 82,831 | 86,545 | 90,444 | 94,528  | 98,309                       |
|           | 333.80                        | 348.35 | 363.61 | 379.66 | 396.47 | 414.15 | 432.73 | 452.22 | 472.66  | 491.54                       |
| RANGE IV  | 73,984                        | 76,843 | 79,846 | 82,991 | 86,294 | 89,768 | 93,409 | 97,235 | 101,255 | 105,305                      |
|           | 369.92                        | 384.21 | 399.23 | 414.96 | 431.47 | 448.84 | 467.05 | 486.16 | 506.28  | 526.53                       |

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

**APPENDIX B  
INSTRUCTIONAL SALARY GRID  
EFFECTIVE SEPTEMBER 1, 2023 (+3%)  
HOURLY RATES**

| STEP      | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | LONG<br>SERVICE<br>INCREMENT |
|-----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|------------------------------|
| RANGE I   | 49.90 | 53.43 | 56.10 | 58.91 | 61.86 | 64.95 | 68.20 | 71.61 | 75.18 | 78.19                        |
| RANGE II  | 53.27 | 55.75 | 58.35 | 61.09 | 63.96 | 66.98 | 70.14 | 73.47 | 76.96 | 80.04                        |
| RANGE III | 55.63 | 58.06 | 60.60 | 63.28 | 66.08 | 69.02 | 72.12 | 75.37 | 78.78 | 81.92                        |
| RANGE IV  | 61.65 | 64.03 | 66.54 | 69.16 | 71.91 | 74.81 | 77.84 | 81.03 | 84.38 | 87.75                        |

**APPENDIX B  
INSTRUCTIONAL SALARY GRID  
EFFECTIVE SEPTEMBER 1, 2024 (+2%)**

| RANGE     | INSTRUCTOR<br>(ANNUAL, DAILY) |           |           |           |           |           |           |           |         | LONG<br>SERVICE<br>INCREMENT |
|-----------|-------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|---------|------------------------------|
|           | STEP<br>1                     | STEP<br>2 | STEP<br>3 | STEP<br>4 | STEP<br>5 | STEP<br>6 | STEP<br>7 | STEP<br>8 | STEP 9  |                              |
| RANGE I   | 61,077                        | 65,397    | 68,670    | 72,102    | 75,710    | 79,501    | 83,473    | 87,651    | 92,025  | 95,706                       |
|           | 305.38                        | 326.99    | 343.36    | 360.51    | 378.56    | 397.51    | 417.37    | 438.26    | 460.12  | 478.54                       |
| RANGE II  | 65,206                        | 68,241    | 71,425    | 74,775    | 78,289    | 81,981    | 85,858    | 89,924    | 94,200  | 97,967                       |
|           | 326.03                        | 341.21    | 357.12    | 373.88    | 391.44    | 409.90    | 429.29    | 449.62    | 471.00  | 489.84                       |
| RANGE III | 68,096                        | 71,062    | 74,176    | 77,452    | 80,879    | 84,488    | 88,276    | 92,253    | 96,419  | 100,275                      |
|           | 340.48                        | 355.31    | 370.89    | 387.25    | 404.40    | 422.43    | 441.38    | 461.26    | 482.11  | 501.37                       |
| RANGE IV  | 75,463                        | 78,380    | 81,443    | 84,651    | 88,019    | 91,563    | 95,277    | 99,179    | 103,280 | 107,411                      |
|           | 377.32                        | 391.89    | 407.21    | 423.26    | 440.10    | 457.82    | 476.39    | 495.89    | 516.41  | 537.06                       |

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

**APPENDIX B  
INSTRUCTIONAL SALARY GRID  
EFFECTIVE SEPTEMBER 1, 2024 (+2%)  
HOURLY RATES**

| STEP      | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | LONG<br>SERVICE<br>INCREMENT |
|-----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|------------------------------|
| RANGE I   | 50.90 | 54.50 | 57.23 | 60.09 | 63.09 | 66.25 | 69.56 | 73.04 | 76.69 | 79.76                        |
| RANGE II  | 54.34 | 56.87 | 59.52 | 62.31 | 65.24 | 68.32 | 71.55 | 74.94 | 78.50 | 81.64                        |
| RANGE III | 56.75 | 59.22 | 61.81 | 64.54 | 67.40 | 70.41 | 73.56 | 76.88 | 80.35 | 83.56                        |
| RANGE IV  | 62.89 | 65.32 | 67.87 | 70.54 | 73.35 | 76.30 | 79.40 | 82.65 | 86.07 | 89.51                        |

**APPENDIX B -1  
INSTRUCTOR AIDE SALARY GRID  
EFFECTIVE SEPTEMBER 1, 2022 (+3%)**

| INSTRUCTOR AIDE<br>(ANNUAL, DAILY) |        |        |        |        |        |        | LONG<br>SERVICE<br>INCREMENT |
|------------------------------------|--------|--------|--------|--------|--------|--------|------------------------------|
| STEP 1                             | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |                              |
| 42,491                             | 44,070 | 45,678 | 47,260 | 48,840 | 50,494 | 52,185 | 54,272                       |
| 212.44                             | 220.37 | 228.40 | 236.30 | 244.22 | 252.48 | 260.95 | 271.40                       |

| NOTE: For those employed partial days, the hourly rate is as follows:<br>HOURLY RATE |        |        |        |        |        |        | LONG<br>SERVICE<br>INCREMENT |
|--|--------|--------|--------|--------|--------|--------|------------------------------|
| STEP 1   | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |                              |
| 35.42  | 36.73  | 38.06  | 39.40  | 40.71  | 42.09  | 43.49  | 45.23                        |

**APPENDIX B -1  
INSTRUCTOR AIDE SALARY GRID  
EFFECTIVE SEPTEMBER 1, 2023 (+3%)**

| INSTRUCTOR AIDE<br>(ANNUAL, DAILY) |        |        |        |        |        |        | LONG<br>SERVICE<br>INCREMENT |
|------------------------------------|--------|--------|--------|--------|--------|--------|------------------------------|
| STEP 1                             | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |                              |
| 43,766                             | 45,392 | 47,048 | 48,678 | 50,305 | 52,009 | 53,751 | 55,900                       |
| 218.82                             | 226.99 | 235.25 | 243.39 | 251.55 | 260.05 | 268.78 | 279.54                       |

| NOTE: For those employed partial days, the hourly rate is as follows:<br>HOURLY RATE |        |        |        |        |        |        | LONG<br>SERVICE<br>INCREMENT |
|--|--------|--------|--------|--------|--------|--------|------------------------------|
| STEP 1   | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |                              |
| 36.48  | 37.83  | 39.21  | 40.58  | 41.93  | 43.35  | 44.79  | 46.59                        |

**APPENDIX B -1  
INSTRUCTOR AIDE SALARY GRID  
EFFECTIVE SEPTEMBER 1, 2024 (+2%)**

| <b>INSTRUCTOR AIDE<br/>(ANNUAL, DAILY)</b> |               |               |               |               |               |               | <b>LONG<br/>SERVICE<br/>INCREMENT</b> |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------------------------------|
| <b>STEP 1</b>                              | <b>STEP 2</b> | <b>STEP 3</b> | <b>STEP 4</b> | <b>STEP 5</b> | <b>STEP 6</b> | <b>STEP 7</b> |                                       |
| 44,641                                     | 46,300        | 47,989        | 49,651        | 51,311        | 53,049        | 54,826        | 57,018                                |
| 223.19                                     | 231.53        | 239.96        | 248.26        | 256.58        | 265.26        | 274.15        | 285.14                                |

| <b>NOTE: For those employed partial days, the hourly rate is as follows:<br/>HOURLY RATE</b> |               |               |               |               |               |               | <b>LONG<br/>SERVICE<br/>INCREMENT</b> |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------------------------------|
| <b>STEP 1</b>  | <b>STEP 2</b> | <b>STEP 3</b> | <b>STEP 4</b> | <b>STEP 5</b> | <b>STEP 6</b> | <b>STEP 7</b> |                                       |
| 37.21  | 38.59         | 39.99         | 41.39         | 42.77         | 44.22         | 45.69         | 47.52                                 |

## 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 **they have** completed successfully (Saskatchewan standards).

- |                    |   |
|--------------------|---|
| RANGE I Instructor | <ul style="list-style-type: none"><li>- Grade XII (Saskatchewan) or equivalent with one (1) year of related training or education.</li><li>- Grade XII (Saskatchewan) or equivalent with two (2) years of related training or education.</li><li>- Nurse Diploma, Technology Diploma, Registered Technician's Certificate, Dental Nurse Diploma or Dental Hygienist Diploma.</li><li>- Journeyman's Certificate requiring less than three (3) years.</li><li>- Standard "A" or Standard "B" Teaching Certificate (two (2) years).</li><li>- Grade XII (Saskatchewan) or equivalent and a minimum of three (3) years post- secondary study, related training or education.</li><li>- Three (3) or more year Journeyman's Certificate.</li><li>- Nurse Diploma and one (1) year related post-secondary education.</li><li>- Technology Diploma or Registered Technician Certificate, and a Teaching Certificate (or an additional year of related post-secondary education).</li><li>- Three (3) year University degree.</li><li>- Journeyman's Certificate requiring less than three (3) years plus a Teacher's Certificate (or an additional year of related post-secondary education).</li><li>- Dental Nurse Diploma or Dental Hygienist Diploma plus a Teaching Certificate (or an additional year of related post-secondary education).</li><li>- Standard "A" or Standard "B" Teaching Certificate (three (3) year).</li></ul> |
|--------------------|---|

RANGE II Instructor

- Minimum of two (2) year Technology Diploma in Instrumentation or Journeyman's Certificate in Instrumentation and considerable related experience.
- A four (4) year University degree or three (3) year University degree plus an additional year of related study.
- Professional accounting designation (CPA) without a degree.
- Saskatchewan Land Surveyor.
- Journeyman's Certificate in two (2) or more trades
- 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.
- Nurse 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 (CPA) plus a University degree.
- Three (3) or four (4) year Journeyman's Certificate plus a University Degree.
- Nurse 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.
  - Six (6) years or more of related University study including one (1) year of graduate study or an **honour'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 (CPA) plus a degree and one (1) additional year of related University study.
- RANGE IV Instructor

## 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. 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.
4. 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 **4(a), Human Resources** 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 **Human Resources** 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. **Human Resources** 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**  
**EMPLOYEE FAMILY ASSISTANCE PROGRAM**

**Goal**

The Employer and the Union agree to work cooperatively in the development, implementation and administration of an Employee Family 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.

Renewed this 21<sup>st</sup> day of August 2024.

The Saskatchewan Regional Colleges  
Represented by:

The Saskatchewan Regional  
Colleges Bargaining Units of SGEU  
Represented by:

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Carlton Trail College  
Amy Yeager

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Carlton Trail College  
Darlene Purshega

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North West College  
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Great Plains College  
Lissa Hammel

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Saskatchewan Government and  
General Employees' Union  
Kathy Mahussier

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Southeast College  
Jody Holzmilller

**APPENDIX E**  
**LETTER OF UNDERSTANDING**  
**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 an **ongoing** 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 ongoing** 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 21<sup>st</sup> day of August 2024.

The Saskatchewan Regional Colleges  
Represented by:

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Amy Yeager

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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 **D**ispute 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.

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 **ongoing** 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 **ongoing** 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 **they** 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 (**Form A**) 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 **co-chairs**. When that Chairperson resigns **they** 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 **Sub-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 (Form A-1)

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 **current job evaluation form** impacted by the changed duties and/or responsibilities. This is to include all those factors impacted by the changes.
- b) **If the re-evaluation request is primarily due to new duties and responsibilities within the last twelve (12) months, those new duties will be specified within the re-evaluation document.**
- c) The direct supervisor reviews the completed form and forwards it to the out-of-scope supervisor for review.
- d) Once the signatory page is completed, the out-of-scope supervisor forwards the form to the Local Joint Classification Plan Committee representatives.
- e) The Local Joint Classification Plan Committee representatives will review and ensure completeness of the form and forward it to the chair of the Evaluation **Sub-committee** within thirty (30) days of the form being signed by the employee.
- f) 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.
- g) Applications will be reviewed at the next scheduled meeting of the **Evaluation Sub-committee**.
- h) 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.
- i) 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.
- j) Any changes to an employee's classification as a result of this process will be effective of the initial date of application.
- k) 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.
- 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 Chair **and the Union Bargaining Chair. The Evaluation Sub-Committee Chair** will acknowledge receipt of the application in writing to all signatories within ten (10) working days.
- e) 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 **Formal Evaluation/Re-evaluation (Form A-1)** will be used. The results of the formal evaluation will determine the final placement on the classification plan.
- f) 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 **Sub-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 **Sub-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 Re-assessment (Form C)** 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 (Form D)** may be made by that signatory.

## Process:

1. The appellant(s) must forward **the completed and signed Form C or Form D**, within fifteen (15) working days of notification of the decision by the Evaluation Sub-committee, to the Local Maintenance Plan Committee representatives.

The Local Maintenance Plan Committee representatives will forward copies of the appeal (**Form C or Form D**) 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 **their** 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 **endeavouring** 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, **virtually** 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 **co-chairs**. When that Chairperson resigns **they** 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 **(10)** 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 **(5)** working days.

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

**APPENDIX G  
LETTER OF UNDERSTANDING  
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.

Renewed this 21<sup>st</sup> day of August 2024.

The Saskatchewan Regional Colleges  
Represented by:

The Saskatchewan Regional  
Colleges Bargaining Units of SGEU  
Represented by:

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Southeast College  
Jody Holzmilller

**APPENDIX H  
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.

Renewed this 21<sup>st</sup> day of August 2024.

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Represented by:

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**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       Personal Wellness  
 Family Emergency       Family Medical

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