

COLLECTIVE AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF THE SASKATCHEWAN RIVERS SCHOOL DIVISION NO. 119

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4195



Effective August 1, 2015 to July 31, 2020

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PREAMBLE

The Board of Education and CUPE 4195 affirm their commitments to a culture that holds the greater good of publicly funded education at the forefront of their behaviors.

The relationships in this culture are characterized by co-operation, trust, mutual respect and transparency while seeking common understandings.

PURPOSE

- 1. The purpose of this Agreement is:
 - a) To maintain and improve harmonious relations and to identify the settled conditions of employment between the Board and the Union;
 - b) To recognize the mutual value of joint discussions and negotiations;
 - c) To encourage efficiency and economy of operations, quality and quantity of output, elimination of waste and protection of property; and
 - d) To promote an amicable method of settling differences or grievances which may arise with respect to matters covered by this Agreement.

ARTICLE 1 - RECOGNITION

1.1 <u>Description of Bargaining Unit</u>

The Board recognizes the Canadian Union of Public Employees, Local 4195, as the sole and exclusive collective bargaining agent of all employees employed by the Board of Education of the Saskatchewan Rivers School Division No. 119 of Saskatchewan except:

- Positions excluded by mutual agreement between the parties which are management in nature and/or that act in a confidential capacity with respect to the industrial relations of the employer, or as determined by the Labour Relations Board;
- Payroll Clerk;
- Teachers employed and functioning as such;
- Students employed or involved in an educational program; and Other positions which are not funded by the Board of Education

1.2 <u>New Employees</u>

The Board will advise all new employees that a union agreement is in effect, and specifically, will advise all new employees of the following provisions:

a) <u>Union Security</u>

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by members of the Union.

b) Check Off

The Board agrees that upon written request by the Union, monthly dues shall be deducted for and on behalf of all employees who are members of the Union, and such monies shall be paid to the Secretary-Treasurer of the Union not later than the fifth (5th) working day of each month, accompanied by a list of the names of all employees for and on behalf of whom such deductions have been made. Upon request by the Union statements showing the names of all additions and deletions of staff shall also be forwarded to the Secretary-Treasurer of the Union. The Union shall furnish the Board with the Application for Membership Declaration Cards for distribution by the Board to employees for signature.

c) <u>CUPE Representative</u>

The employer shall inform the Union President of all new employees upon their commencement of employment. Upon receipt of notification, the Union may provide the employee with a Union information package.

1.3 Union-Management Co-operation

a) Union Responsibilities

The Union agrees both for itself and its members to promote and uphold the regulations as set out by the Board to do everything possible to retain and create harmony and goodwill between the Union and the Board and to create good public relations with every person or organization to whom the Board may be responsible.

b) <u>Union Sponsored Seminars</u>

The Board shall allow the Union, upon written request, to sponsor educational functions for the benefit of members of the bargaining unit such as seminars, workshops, lectures, etc., to be held on school premises during the employee lunch periods or following the regular working day provided that these functions do not interfere with the educational program of the school.

c) Management **Rights**

The Union recognizes that it is the function of the Board to manage, subject to the terms of this Agreement, the affairs of the School Division and that employees will perform work in accordance with Division policy. For example, the Union acknowledges, that it is the function of the Board to hire, discipline, transfer, promote, demote or discharge employees.

d) Representative of Canadian Union of Public Employees

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when meeting with the Board pursuant to this Agreement. The Representative shall be allowed to investigate and assist in the settlement of a grievance and, if requested, to represent members involved as complainant and/or defendant in a harassment, discrimination or workplace violence investigation. If the representative requires access to Board property, the representative shall first make her request to the appropriate supervisor or the Director or Designate, but shall not interfere with the Board's employee(s) during working hours or interfere in any manner with progress of the work.

1.4 Communication

a) <u>Correspondence</u>

All correspondence between the parties arising out of this Agreement shall pass to and from the Director and the President of the Union unless otherwise specified in this Agreement.

b) Bulletin Board

The Union shall have a right to post notices of meetings and such other union notices of interest to the membership on existing bulletin boards or on bulletin boards provided for those purposes which are accessible to employees.

c) Board Policy Consultation

The Board will provide to the Union a copy, electronically or otherwise, of any suggested change to those Board policies which confer a direct benefit on employees at least one (1) month prior to the Board's formal consideration of the policy proposal in order to allow the Union an opportunity to make a submission to the Board at the meeting which will consider the new or revised policy. A copy of Board minutes will be sent to the Union President.

1.5 Employee Files

a) Statement of Access

There shall be one (1) personnel file maintained by the Board for each employee. The **appropriate** Superintendent must be present when an employee is reviewing his/her file.

b) Conditions of Access

- i) An employee's personnel file may be examined by submitting a written request to the Director.
- ii) The Director shall arrange with the employee for an appointment to examine the information in the presence of said Director during regular business hours.

- iii) The file contents examined may not be removed by the employee from the location of the examination, but the Director shall, at the request of the employee, provide a copy of any or all records to which the employee has been granted access.
- iv) Materials examined by the employee may not be amended, deleted or copied without the approval of the Director.
- v) The Board shall not charge a fee for access to the employee's file. The Board may, at its discretion, charge copying fees in accordance with the regulations under *The Local Authority Freedom of Information and Protection of Privacy Act*.

c) Confidentiality

- i) The presence of any confidential materials submitted in confidence shall be identified to the employee.
- ii) No written materials regarding the employee which were submitted in confidence may be examined unless written permission is secured from the originator of such confidential material.

d) Employee Acknowledgement of Examination

- i) The employee shall acknowledge the examination of information by signing a dated statement to that effect. Such a statement shall be retained in the employee's personnel file.
- ii) An employee may submit a written comment with respect to any entry in the file, and such comment shall be attached to the relevant document and included in the file.

1.6 Job Security

The Board may contract out work provided that no employee covered by this Agreement shall suffer a lay off or reduction in their hours of work as a directly related result of the contracting out of work.

ARTICLE 2 - DEFINITION OF TERMS

2.1 Definitions

- a) Permanent Employee an employee in the bargaining unit who has successfully completed a probationary period in accordance with Article 3.4 a).
- b) Substitute Employee an employee who replaces another employee or is placed in a position for a period of less than seventy-five (75) consecutive working days not including scheduled school vacation periods for employees who work on the basis of the academic year.
- c) Temporary Employee an employee in a temporary position who replaces another employee or is placed in a position for a period of more than seventy-five (75) consecutive working days who has successfully completed a probationary period in accordance with Article 3.4 a).

- d) Temporary Position a position that exists for a defined period of time of more than seventy-five (75) consecutive working days.
- e) Academic Year that portion of the school year commencing on the first school day and ending on the last school day of that school year as those dates are determined by the Board of Education of the school division as defined in the Education Act.
- f) School Year the period commencing on July 1 in one calendar year and ending June 30th in the next calendar year as defined in the Education Act.
- g) Calendar Year January 1 to December 31 of any year.
- h) City Driver a bus driver whose route is primarily within the city limits of Prince Albert.
- i) Rural Driver drivers who only drive in the rural or who complete their run in Prince Albert and are not required to leave their bus in the city.
- j) Designated Rural Drivers- drivers who start their run in the rural and complete their run in Prince Albert and are required to leave their bus in the city.
- k) Students with Intensive Needs students who require assistance getting on and off the school bus and who also require assistance to be safely secured on the bus.
- 1) Probationary Employee an employee in a permanent or temporary position who is serving a probationary period.
- m) Internal Applicant one who has successfully completed a probationary period within the School Division and is applying to a competition.
- n) Working Days days the Education Centre is open.
- o) Promotion when an employee moves from one position to another with a higher maximum rate of pay.
- p) Demotion when an employee successfully applies, voluntarily demotes, or exercises his reversion rights to a position with a maximum rate of pay which is lower than their previous position.
- q) Transfer when an employee moves from one position to another with the same rate of pay.
- r) Academic Year Employee employee who is automatically laid off for school vacation breaks.
- s) Calendar Year Employee employee who works year round.
- t) The Parties includes the Board of Education of Saskatchewan Rivers School Division and CUPE Local 4195.

- u) Benefits all benefits except Group Benefits
- v) Group Benefits as listed in Article 9.1 Employee Group Benefits Plan
- w) Modified Work Arrangement -an arrangement whereby the employer and employee agree to average the hours of work so as not to exceed a total of 160 hours over a specified four-week period.

ARTICLE 3 - STAFFING

3.1 Posting

The Employer will consult with the Union prior to posting a vacancy, if it has changed from when the position was vacated.

- a) When a position is vacant for a specified term for more than seventy-five (75) days, the position shall be posted immediately unless new information comes forward to the employer that states the employee on leave will return within the next (4) weeks. The Board shall post a notice of the vacancy on the School Division Webpage. The notice will be posted for a minimum of seven (7) calendar days to allow the existing employees to make an application to the Human Resources Department. At the same time as those vacant positions are advertised internally, they may also be advertised publicly.
- b) When a permanent employee bids successfully for a temporary position, the permanent employee's position does not require posting. When the temporary position becomes redundant the employee shall be returned to the employee's original or similar position.
- c) The posting shall contain information regarding the nature of the position, the required qualifications, knowledge, education, skills and abilities, compensation, hours of work, location, and the closing date for applications.
- d) If the hours of work for the posted position could potentially be adjusted upon mutual agreement between the employee and the immediate supervisor, this information shall be noted on the posting. Notification of this arrangement will be provided to the Union.
- e) If the successful candidate receives another job or withdraws within a period of up to four (4) weeks following the appointment date, a new posting shall not be required, provided there are suitable additional applicants

3.2 Appointment

In filling a permanent vacancy or new position, or a temporary term of more than seventy-five (75) days, the appointment shall be made of the applicant who has the required qualifications, knowledge, education, skills and abilities acceptable to the Board for the position to perform the duties of the available position. In the event that there are two or more qualified applicants, seniority shall be the deciding factor in the appointment. A copy of the letter to the successful applicant shall be sent to the Union President within fourteen (14) calendar days of the hire.

3.3 **April/May** Staffing

Permanent vacancies that occur between **April 1** and **May 31** of each year in the Bus Driver (City and Rural) and Secretary 1 Classifications shall be processed as follows:

- a) All permanent and temporary employees currently working in the applicable classification shall be notified of those vacancies.
- b) Employees interested shall provide a list of their preferred vacancies in order of priority as well as any potential vacancies they are interested in that may arise throughout this process, to **the appropriate** Human Resource **personnel**, within seven (7) calendar days.
- c) Employees shall be selected based on their stated interest in a vacancy and possession of the required qualifications, knowledge, education, skills, and abilities. If two or more employees have stated their interest and meet the minimum requirements, seniority shall be the deciding factor.
- d) If there is a vacancy at the end of this process, it may be repeated if still within the **April/May** timeframe or it will be posted as per Article 3.1.
- e) Each employee is allowed only one move in the **April/May** staffing process.

3.4 Probation and Trial Periods

a) Probation

A newly hired permanent or temporary employee shall be on probation for a period of six (6) active months. During the probationary period, the employee shall be entitled to all rights and benefits as stated in this Agreement, **excluding seniority rights which will only be applied after the probationary period has been served**. The employees' performance shall be assessed by the appropriate supervisor, during this time. The probationary period may be extended, upon application by the Board, the employee, or the Union, prior to the expiration of the first probationary period, for a further period of up to or equal in length to the initial probationary period upon the agreement of the Board and the Union.

An additional probationary period will not be required for a temporary employee who has successfully completed their probationary period and continues in a new temporary or permanent contract within the same workgroup, provided it has been within 3 months of the original temporary contract ending.

b) <u>Trial Period – Current Work Group</u>

The successful Internal Applicant, for a competition within his current work group, shall be notified within one (1) week of the appointment to the permanent or temporary position. A trial period of one (1) month shall be served by the successful Internal Applicant to a permanent or temporary position in his current work group. Conditional on satisfactory performance, the employee shall remain in the permanent or temporary position as applied to. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee requests to be returned to his former position, the employee shall be returned to his former position, wage or salary rate, and without loss of seniority. The trial period may be extended, upon application by the Board, the employee, or the Union, prior to the expiration of the first trial period, for a further period of up to or equal in length to the initial trial period upon the agreement of the Board and the Union. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position, wage or salary rate, without loss of seniority.

c) <u>Trial Period – Different Work Groups</u>

The successful Internal Applicant, for competition in a different work group, shall be notified within one (1) week of the appointment to the permanent or temporary position. A trial period of three (3) months shall be served by the successful Internal Applicant to a permanent or temporary position in a different work group. The employees' performance shall be assessed by the appropriate supervisor, or designate, during this time. Conditional on satisfactory performance, the employee shall remain in the permanent or temporary position as applied to. In the event the successful applicant proves unsatisfactory in the position during the Trial Period, or if the employee requests to be returned to his former position, the employee shall be returned to his former position, wage or salary rate, and without loss of seniority. The Trial Period may be extended, upon application by the Board, the employee, or the Union, prior to the expiration of the first Trial Period, for a further period of up to or equal in length to the initial Trial Period upon the agreement of the Board and the Union. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position, wage or salary rate, without loss of seniority

3.5 <u>Automatic Lay-Off</u>

Employees, who work on the basis of the academic year, shall be deemed to be laid off for the school vacation periods. Recall following the school vacation periods shall be automatic unless the Board has served termination or indefinite lay-off notice under Article 3.6 - "Notice of Lay-Off". This Article will serve as notice of lay off and recall for the school vacation periods. Article 3.6 - "Notice of Lay-Off" does not have application in these situations.

3.6 <u>Notice of Lay-Off</u>

Except for just cause other than shortage of work, the Board shall not lay off an employee who has been employed by the Board for at least three (3) continuous months without giving that employee at least:

- a) Two (2) week's written notice, if the period of employment is less than three (3) years;
- b) Four (4) week's written notice, if the period of employment is three (3) years or more but less than five (5) years;
- c) Six (6) week's written notice, if the period of employment is five (5) years or more but less than ten (10) years; or
- d) Eight (8) week's written notice, if the period of employment is ten (10) years or more.

3.7 <u>Staff Reassignment or Lay-Off</u>

- a) Where a staff reduction is necessitated, in all classifications the Board will serve a lay-off notice to the least senior employee in that classification in that school or facility; and
 - i) Where the redundant employee is a permanent full time employee, the employee has the option of accepting the lay-off or of selecting the least senior permanent full time position in that classification in the Division. The subsequent redundant employee has the option of accepting the lay-off or of selecting the least senior permanent part time position in that classification in the Division; or
 - ii) Where the redundant employee is a permanent part time employee, the employee has the option of accepting the lay-off or of selecting the least senior permanent part time position in that classification in the Division.

In each situation the employee must have the required qualifications, education, knowledge, skills and abilities for the position that the employee has selected.

3.8 Recall

- a) Employees who have the required qualifications, education, knowledge, skills and abilities for the position will be recalled in order of seniority. The employee recalled may decline the recall without loss of seniority and placement on the recall list if the position(s) he is recalled to is more than seventy (70) km from the school or facility where he was last employed and if the date of lay-off does not exceed twenty-four (24) months.
- b) If a vacancy is not filled by Article 3.8 a), then notice of the permanent vacancy shall be sent by registered mail to all laid-off employees who have the required qualifications, education, knowledge, skills and abilities for the position.
- c) The Board may recall a laid-off employee subject to Article 3.8 a) above to a substitute position of seventy-five (75) working days or less. Any time worked as a

- substitute will only extend the time limit on recall identified in Article 5.4 c) "Seniority Lost" by the actual time worked as a substitute.
- d) An employee shall, during a lay-off, maintain but not accrue all seniority, sick leave credits, vacation increment and rates of pay for a period of twenty-four (24) months from the date of the lay-off.

3.9 <u>Temporary Out-of-Scope Appointment</u>

An employee temporarily filling an out-of-scope position for less than 12 consecutive months shall continue to have Union dues deducted from each pay period for the purpose of seniority accrual and the employee being entitled to the rights and benefits provided by this Agreement upon their return to their union position.

3.10 Substitute List

- a) The Board shall establish annually a Substitute List for the purposes of this Agreement. When a vacancy is to be filled temporarily, for a period of seventy-five (75) working days or less in the same position, the Board may appoint someone from the Substitute List.
- b) An employee on recall in accordance with Article 3.8 "Recall" shall be placed on the Substitute List, upon written request. However, any time worked as a substitute employee will extend the time limit on recall identified in Article 5.4 c) "Seniority Lost" by the actual time worked as a substitute employee. The employer will provide to the Union the names of employees on recall as changes occur.
- c) An employee on recall shall be given preference when a substitute employee is required, provided that the employee on recall has the required qualifications, knowledge, education, skills and abilities for the substitute position.
- d) The Board will update and distribute a revised Substitute List as changes are made and at such times during the calendar year as required.

ARTICLE 4 – TERMINATION AND RESIGNATION

4.1 Termination

An employee terminated for just cause shall be given the reason(s) for the termination in writing. The employee will be advised that if the employee so desires, a local union representative may be present. The Union shall be advised promptly in writing of the reasons for the termination.

4.2 Termination of Permanent or Temporary Employment by Employer

a) Notice

Except for just cause other than shortage of work, the Board shall not terminate an employee who has been employed by the Board for at least six (6) continuous months without giving that employee at least:

- i) Four (4) week's written notice, if the period of employment is less than four (4) years;
- ii) Six (6) week's written notice, if the period of employment is four (4) years or more but less than ten (10) years; or
- iii) Eight (8) week's written notice, if the period of employment is ten (10) years or more

b) <u>Severance Pay</u>

Within twenty (20) calendar days of a written notice of the termination of a permanent employee, if the employee signs an agreement to terminate employment, the Board will pay severance pay of one (1) weeks' pay at the employees' rate of pay on the day of termination, for every year or partial year of service to a maximum of six (6) months' pay.

4.3 <u>Termination of Probationary Employees</u>

Except in the case of dismissal for misconduct, an employee holding a probationary appointment in a position from which his services are to be terminated shall be given seven (7) calendar days' notice of such termination provided that, if such notice is not given, a sum equal to seven (7) calendar days 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 leave.

4.4 Resignation

Whenever possible, employees shall give a minimum of two (2) weeks written notice of resignation.

ARTICLE 5 - SENIORITY

5.1 <u>Definition</u>

- a) Seniority shall be determined on the basis of continuous service that a permanent **or** temporary employee has accumulated commencing on the first (1st) day of uninterrupted service with the Board provided there has not been a break in service as per Article 5.4 "Seniority Lost".
- b) Seniority for substitute employees shall be recognized for competition purposes only upon the completion of seventy-five (75) working days provided they have not had a break in service as per Article 5.4 d).

- c) Scheduled school vacation periods shall not constitute a break in service for academic year employees.
- d) Seniority shall not be applied during the probationary period. Upon successful completion of the probationary period, seniority shall be effective from the first (1st) day of uninterrupted service.
- e) Where two or more employees have the same amount of seniority, preference shall be in accordance with the date of application.

5.2 Calculation of Seniority

- a) All employees who work more than four (4) hours per day for the amount of work days per year as specified in the annual calendar for their classification shall earn 260 days seniority per school year provided they do not take a leave of absence for which seniority does not accrue.
- b) All employees who work four (4) hours or less per day for the amount of work days per year as specified in the annual calendar for their classification shall earn 130 days seniority per school year provided they do not take a leave for which seniority does not accrue.
- c) All employees who work less than the amount of days per year as specified in the annual calendar for their classification shall earn seniority as listed below. For calculation purposes, one day = 260 days divided by the number of work days specified in the annual calendar for their classification:
 - One day of seniority for each day worked in excess of four (4) hours (this is considered full time).
 - One half day of seniority for each day worked four (4) hours or less (this is considered half [.5] time).
- d) All substitute employees shall accrue seniority for each day or partial day worked as a substitute once they are eligible to apply seniority as per Article 5.1 b). Seniority shall be calculated as identified in c) above. On becoming a temporary or permanent employee their substitute seniority, as calculated on the date of appointment, shall be added to their total seniority.

5.3 Seniority Report

- a) The Board shall provide a seniority report as of June 30 of the most recent School Year to the Union on or before September 30th of each year. It shall contain the employee's name, classification, and seniority earned.
- b) Seniority earned shall be expressed in terms of accumulated days up to the conclusion of the previous school year and the days earned at the completion of the most recent school year.

c) The seniority earned at the completion of the most recent school year shall be open for challenge for a period of twenty (20) working days. A correction shall be made upon proof of error being provided by the employee in writing within twenty (20) working days of receipt of the request.

5.4 <u>Seniority Lost</u>

An employee shall only lose seniority in the event that the employee:

- a) Resigns; retires; or is discharged for just cause and not reinstated;
- b) Fails to return to work following a lay off or after being recalled to a position(s) within seventy (70) km of the employee's previous place of employment within five (5) working days of being notified by registered mail to do so. It shall be the responsibility of the employee to keep the Board informed of the employee's current address. If the employee fails to do this, the Board will not be responsible for failure of a notice to reach the employee;
- c) Is laid off or on an unpaid leave of absence for a continuous period in excess of twenty-four (24) months;
- d) Has not worked for the Board as a Substitute Employee for a period of seventy-five (75) working days excluding, only for employees who work on the basis of the Academic year, the scheduled school vacation periods;
- e) Fills an out-of-scope position as per Article 1.1 "Description of Bargaining Unit" on a permanent basis; or
- f) Relieves in an out-of-scope temporary position with the employer for more than twelve (12) consecutive months.

ARTICLE 6 - HOURS OF WORK

6.1 General

Except for the hours of work of caretakers as set out in Article 6.6 - "Caretaking and Maintenance Employees", and bus maintenance facility employees as set out in Article 6.5 - "Bus Maintenance Facility Employees", the Principal or applicable supervisor will schedule all other employees such that:

a) Maximum Hours

The Principal or applicable supervisor will schedule employees, such that the maximum number of hours to be worked by each employee:

- i) In any given week shall not exceed eight (8) hours in a given day or forty (40) hours in a given week; and
- ii) In any scheduled day will be the hours set forth in Schedule "A" "Full Time Equivalent Hours of Work by Classification".

Prior to the application of any overtime provision.

b) Regularly Scheduled Classifications

The Principal or applicable supervisor will schedule each employee's hours such that the regular hours of work for all classifications will be Monday to Friday between the hours of 7:00 a.m. and 5:00 p.m.

c) Summer Hours of Work

Summer hours for Calendar Year employees other than caretakers, maintenance tradespersons, mechanics, lead mechanic, and garage helper will be scheduled between 8:00 a.m. and 3:00 p.m. with no scheduled meal break.

6.2 Scheduling

Subject to Article 6.6 - "Caretaking and Maintenance Employees" and Article 6.1 - "General", the days to be worked and the daily hours of work, including starting time, meal and rest breaks and finishing times shall be determined by the Principal or the applicable supervisor after consultation with the employee and shall be communicated to the employee.

Each employee shall be entitled to an unpaid meal break of at least thirty (30) minutes when scheduled to work five (5) hours or more, and have a rest break of fifteen (15) minutes within each scheduled three (3) hour period of work. The fifteen (15) minutes shall be taken at a time to be determined by the appropriate supervisor. The Board will post calendars on the SRSD website outlining the days to be worked for each academic year classification, prior to the beginning of the Academic Year.

6.3 Overtime

All time authorized in advance by the Principal or applicable supervisor, worked beyond the normal hours scheduled pursuant to Article 6.1 - "General", will be considered as overtime and will be compensated at the rate of double time (2X) or where mutual agreement between the employee and their immediate supervisor is achieved time in lieu can be taken at a rate of double time (2X).

6.4 Work Beyond Scheduled Hours of Work

Where the Board requires an employee to return to work for emergency situations, the Board will pay the employee a minimum of three (3) hours pay at double (2X) time.

6.5 <u>Bus Maintenance Facility Employees</u>

a) Regular Hours of Work

The Transportation Supervisor will schedule each employee's hours such that the regular hours of work at the bus garage for the Lead Mechanic, Mechanics and Garage Helper shall be from Monday to Friday, between the hours of 7:00 a.m. and 5:00 p.m.

or other such mutually agreed to ongoing arrangement between the employee and their immediate supervisor. Notification of this arrangement will be provided to the Union.

b) Hours of Work During School Breaks

The Transportation Supervisor may approve one of the following options requested by the Lead Mechanic, Mechanics or Garage Helper during set school breaks:

- i) Monday to Thursday between the hours of 7:00 a.m. and 6:00 p.m.; or
- ii) Such other mutually agreed to ongoing arrangement between the employee and their immediate supervisor. Notification of this arrangement will be provided to the Union.

6.6 Caretaking and Maintenance Employees

a) Adjustment Notification

In the event of addition or deletion of square footage at a school, the Board shall provide thirty calendar (30) days' notice of such change to the caretaker and to the Union. The adjustment in compensation shall take effect as of the date on which the change is effective.

b) Modified Work Arrangement

The Parties acknowledge that Part II Section 19 (Modified Work Arrangement) of *The Saskatchewan Employment Act* may have application from time to time and will be the subject of discussions between the Caretaker, or the Building Operator and the Supervisor of Facilities. The Union hereby authorizes each caretaker to provide, on the Union's behalf, any consent that may be required of it pursuant to *The Saskatchewan Employment Act*.

c) Regular Hours of Work

The Superintendent of Facilities or designate shall determine the hours of work for all caretakers and maintenance personnel in accordance with the following schedules or other such mutually agreed to ongoing arrangement between the employee and their immediate supervisor. Notification of this arrangement will be provided to the Union.

i) Caretakers

- Day Shifts except Carlton shall be between the hours of 6:00 a.m. and 11:00 a.m. and 2:00 p.m. and 6:00 p.m., Monday to Friday.
- Carlton Day Shift shall be between the hours of 7:30 a.m. and 4:30 p.m., Monday to Sunday.
- Afternoon Shifts except Carlton shall be between the hours of 3:00 p.m. and 11:00 p.m., Monday to Friday.
- Carlton Afternoon Shift shall be between the hours of 3:00 p.m. and 11:00 p.m., Monday to Sunday.
- Bus Garage shall be between the hours of 6:00 a.m. and 6:00 p.m., Monday to Friday.

Note: All schools will have at least one Caretaker on the Day Shift.

ii) Maintenance Employees

Maintenance employees, except those at Carlton, shall work between the hours of 8:00 a.m. and 12:00 noon and between 12:30 p.m. and 4:30 p.m., Monday to Friday or from 3:00 p.m. to 11:00 p.m. as mutually agreed to by the employee and their immediate supervisor. Notification of this arrangement will be provided to the Union.

Note: only one Maintenance employee will be on the Afternoon Shift at Carlton at any given time.

d) Hours of Work During School Breaks

Pursuant to Article 6.2 - "Scheduling" and Article 6.6 b) – "Caretaking and Maintenance Employees – **Modified Work Arrangement**", the Superintendent of Facilities, or designate, may approve one of the following options, requested by all of the caretakers in a school or an individual maintenance tradesperson:

- i) Monday to Thursday between the hours of 7:00 a.m. and 6:00 p.m.; or
- ii) Such other mutually agreed to ongoing arrangement between the employee and their immediate supervisor. Notification of this arrangement will be provided to the Union.

e) Afternoon Shift Meal Break

Caretakers who are scheduled on an afternoon shift will have the following options:

- i) An on site one half (1/2) hour paid meal break and a shift differential as identified in Schedule "B" "Maintenance"; or
- ii) A one hour paid meal break and no shift differential as identified in Schedule "B" "Maintenance".

The caretaker in each facility who works the afternoon shift will select a preferred option for the upcoming school year and inform the Supervisor of Facilities prior to May 15th of the current school year.

f) Shift Change Consultation

Prior to moving an employee to another shift, the employer will consult with the employee and the union. The consultation process will include providing the employee with the reasons for the change as well as specific information about various options that are available to the employee.

6.7 Flextime

- a) Flextime arrangements may be made by **prior** mutual agreement between the employee and their supervisor. Requests may be initiated by either the employee or the supervisor and may be personal or work-related. No replacement shall be hired.
- b) Employee and Supervisor must sign off on mutually agreed flextime.
- c) Flextime is intended as an hour-for-hour arrangement, shall not exceed adjustments or accumulations of one-half (1/2) day, and shall not be carried forward from one school year to the next.

d) Accumulated Flextime must be used up within three months after being accumulated

- e) Flextime hours worked by an employee is not to be considered overtime.
- f) Flextime may not be used in situations covered by sick leave or medical leave, even if an employee does not have any sick leave credits.
- g) Flextime may not be accumulated during regularly scheduled hours which are a part of an employee's typical day/week.
- h) The supervisor is responsible for monitoring and administering flextime. It is not required to be reported to the division office and does not need to be recorded on timesheets.

ARTICLE 7 - BUS DRIVER OPERATING GUIDELINES

7.1 <u>Responsibilities</u>

The normal daily responsibilities of a driver are from the time they prepare to commence their run at the beginning of the day until they complete the proper shut down at the end of the day. This includes, but is not limited to, responsibility for cleaning, warming up, plugging in, fueling up, and daily vehicle check. Drivers shall operate and maintain their vehicles in accordance with Board policy.

7.2 Approved Drivers

No person shall operate a school vehicle except the driver assigned, or another person approved by the Board. The regular driver will select a substitute driver from the approved substitute list in the event that the regular driver is unable to perform his duties.

7.3 Designated Rural Drivers

Designated Rural drivers shall be determined by the Transportation Supervisor. An allowance pursuant to Salary Schedule "C" - "Transportation" shall be provided.

7.4 Covering Other Routes

A regular driver required to cover another driver's route, when a substitute driver is not available, will receive the substitute driver rate plus mileage if normally paid for that route. If more than one (1) driver covers another driver's route, the substitute driver rate (which includes mileage where applicable) for that route will be split evenly between the drivers, regardless of the kilometres driven.

7.5 Substitute Drivers

a) Use

A regular driver may access the substitute bus driver list when a substitute driver is required in accordance with this Agreement and for a period not to exceed four (4) working days. The regular driver will give preference to a substitute driver on the substitute driver's list who resides in the same attendance area. Where the period of absence will be greater than four (4) working days the regular bus driver shall consult the Transportation Supervisor. The Supervisor will give preference to the senior substitute driver from that attendance area. That substitute driver will be compensated for travel to and from the bus pickup location for the actual kms travelled or a total of forty (40) kms per day, whichever is less. If the senior substitute driver from the same attendance area is not available, the Supervisor may access any available substitute driver.

b) Payment

All payments to substitute drivers shall be processed by the Payroll Department. When a driver is granted a personal leave without pay, the driver may be responsible for any additional costs (i.e., travel) incurred by the Board in providing for a substitute driver in accordance with Article 7.5 a) - "Substitute Drivers - Use". The Transportation Supervisor and the Secretary-Treasurer will determine any applicable additional cost.

7.6 <u>Trips</u>

a) Saskatchewan Rivers School Division Bus Maintenance Facility

- i) Trips made to the Saskatchewan Rivers School Division Bus Maintenance Facility to service buses shall be recorded on forms supplied and Drivers shall be paid in accordance with Salary Schedule "C" "Transportation" to take buses for service.
- ii) Drivers shall make themselves available for any work they are qualified to help with, on their own buses, within reason, regarding work that does not involve or require a change of clothing, etc.

b) Extra-Curricular

- i) Where an extra-curricular trip is for transportation to and from a specified location in addition to the Driver's regular daily route, the Driver shall be paid his regular daily amount plus the Hourly Rate as per Schedule "C" "Extra-Curricular Trips" for one of the following:
 - For each hour of the trip from start to finish; or
 - A minimum of one hour for transportation to the specified location and one hour for the return trip. If he only does a one way trip, he will only receive one times the Hourly Rate.
- ii) Where a Driver is hired for an extra-curricular trip and does not complete his daily route, he shall be paid the Hourly Rate as per Schedule "C" "Extra-Curricular Trips" for each hour of the trip from start to finish. In addition, if the trip is three (3) hours in length or less, he shall receive the Half Day Trip Rate and if the trip is more than three (3) hours, he shall be paid the Full Day Trip Rate, as per Schedule "C" "Extra-Curricular Trips".

iii) Where a Driver completes either the morning or the afternoon run of his regular bus route, he will be paid half of his regular daily amount plus the Hourly Rate for each hour of the trip from start to finish and the Half Day Trip Rate as per Schedule "C" - "Extra-Curricular Trips".

Note: Regular Daily Amount is the Total Daily Rate as shown on the employee's most current Salary Calculation Form.

7.7 <u>Bus Cancellation/Bus Not Running</u>

- a) When bus runs are cancelled by the Transportation Supervisor due to inclement weather, regular drivers shall receive their daily rate, as identified in Schedule "C"and where applicable, the student with intensive needs allowance, and designated rural driver supplement. Substitute drivers shall receive their daily rate only for the first day of cancellation.
- b) When bus runs are cancelled by the individual driver due to inclement weather or bus not running, they shall receive their daily rate, as identified in Schedule "C" and, where applicable, the student with intensive needs allowance, and designated rural drivers supplement.

7.8 Allowances

Eligibility for the following allowances shall be determined by the Transportation Supervisor on an individual case basis and paid in accordance with Salary Schedule "C" - "Transportation":

- a) Washing Buses rural and city bus drivers;
- b) Students with intensive needs;
- c) Plug-Ins;
- d) Garage Service rural drivers only:
- e) Designated Rural Driver Supplement; and
- f) Required In-service.

7.9 Examination and Medical Cost

a) Examinations

The Board shall be responsible for the cost of one written and road examination when an employee is required by the Board to obtain or renew an employee's school bus endorsement.

b) Medical

The Board shall be responsible for the costs of driver medical examinations as required by law to a maximum of seventy dollars (\$70) per occasion. Any costs over and above this rate shall be the responsibility of the driver.

7.10 Failure to Maintain Qualifications

- a) Drivers will be required to maintain valid driver's licenses and school bus driver endorsements and provide the Board with a copy of the driver's license and school bus endorsement prior to the respective expiry dates.
- b) Failure to provide valid copies of the license and endorsement three (3) working days prior to the expiry date will result in a two (2) day suspension from duties, without pay. This suspension shall commence the first day following the expiry date.
- c) A driver who drives a Board vehicle without having the valid current required license shall be deemed to have been terminated. In the event that the driver is of the view that this Article has been applied upon a mistake of fact, the driver may have the opportunity to meet with the Board within thirty (30) calendar days of the termination where the driver may bring evidence of the alleged mistake of fact.

ARTICLE 8 - PAY ADMINISTRATION

8.1 Compensation

Calendar year employee salaries are inclusive of vacation and paid holiday pay. Academic year (paid hourly) employee's and Bus Driver's wages are exclusive of vacation and paid holiday pay. Academic year (paid monthly) employee's wages are exclusive of vacation and inclusive of paid holiday pay. Substitute employees will be paid according to Schedule E.

8.2 Pay Day

The Board shall pay the basic salary or wage on the last banking day prior to the fifteenth (15th) day of each month and on or before the twenty-eighth (28th) day of each month in accordance with the applicable Salary Schedule "B" - "Salary Schedule - Maintenance", "C" - "Salary Schedule - Transportation" or "D" - "Salary Schedule - Support Staff".

The Board shall pay any additional or supplementary payments beyond the basic salary or wage on or before the twenty-eighth (28th) day of each month. On each payday each employee shall be provided with an itemized statement of the employee's salary or wages and other supplementary pay and deductions.

8.3 Increments

- a) Permanent employees will receive an increment at the first pay period following the completion of the full time equivalent hours of work for their current position in accordance with Schedule "A" "Full Time Equivalent Hours of Work by Classification" subject to the following:
 - i) Actual time worked that is half time or less will be considered as half (0.5) time; and
 - ii) Actual time worked that is greater than half (0.5) time will be considered full time.

- b) Temporary employees will receive an increment at the first pay period, after continuously working the equivalent of one (1) year in the same classification. The full time equivalent shall be calculated according to Schedule "A".
- c) Substitute Employees will receive an increment on August 1 of each year if, as of that date, they have worked the equivalent of one (1) year in the classification they are currently substituting in. The full time equivalent shall be calculated according to Schedule "A".

Note: "continuously working" shall include the time required to fill a subsequent position in the same classification that is posted prior to the expiration of the employees' existing temporary contract.

8.4 Rate of Pay on Promotion, Demotion, and Transfer

- a) Promotion when an employee is the successful applicant in a competition to a position in a classification which has a higher rate of pay, the employee shall be placed at the lowest experience step in the new classification which generates a higher rate than the employee's current rate of pay. The date of appointment to the new position shall become the anniversary date for the calculation of any subsequent increment.
- b) Demotion when an employee moves to another position which is by definition a demotion and the employee's previous pay rate is higher than the maximum of the new position, he shall be paid at the maximum of the new position. If the employee's previous pay rate falls between steps of the new position, he shall be paid at the step which is above his previous pay rate and shall also retain his increment date.
- c) <u>Transfer</u> when an employee moves from one position to another with the same maximum rate of pay, he shall maintain his rate of pay and increment date.

8.5 Temporary Performance of Other Duties

An employee assigned by the Board to temporarily perform the duties of another classification that:

- a) Pays a higher rate of pay, shall receive the rate of pay at the higher classification and at the Year which represents an increase for the period of the assignment; or
- b) Pays a lower rate of pay, the rate of pay shall not be reduced.

8.6 Salary Supplements

Upon mutual agreement, the parties may implement salary supplements to address recruitment / retention issues. When a salary supplement is established, the following shall apply:

a) The salary supplement shall be reviewed annually on or before August 1st of each year;

- b) The salary supplement shall be established in the same format as the current salary schedule;
- c) When a salary supplement is introduced or increased, current employees affected will be paid at their current Year (1, 2 or 3) of the established salary supplement;
- d) When the salary supplement is reduced or terminated, the employees affected shall maintain the salary supplement but not be entitled to any economic adjustments or negotiated adjustments until such time as the salary supplement maximum is exceeded by the regular salary maximum for their classification; and
- e) If a salary supplement is required for a continuous period of three (3) years, the salary supplement shall become the regular rate for that classification.

ARTICLE 9 - BENEFITS

9.1 Employee Group Benefits Plan

A Group Benefits Plan will operate as follows:

Benefit	<u>Premium</u>
a) Life Insurance	100 % Employee
b) Long Term Disability	100% Employee
c) Accidental Death & Dismemberment	20% Employee / 80% Board
d) Extended Health Care	20% Employee / 80% Board
e) Vision Care	20% Employee / 80% Board
f) Dental Care	20% Employee / 80% Board

9.2 Pension Plan

The Saskatchewan Rivers School Division and CUPE Local 4195 are participating parties in the Municipal Employee's Pension Plan (MEPP). MEPP is administered by the Public Employees Benefits Agency (PEBA) and this includes setting the contribution rate.

ARTICLE 10 - ANNUAL VACATION AND PAID HOLIDAYS

10.1 Academic Year Employees

a) Vacation Pay Entitlement

The Board recognizes the following as the annual vacation pay entitlement for academic year employees paid in accordance with this Article:

- i) Up to and including the first (1st) year of continuous employment 3/52nds of earnings;
- ii) After the first (1st) year of continuous employment and up to and including the sixth (6th) year of continuous employment 3/52nds of earnings;

- iii) After the sixth (6th) year of continuous employment and up to and including the fifteenth (15th) year of continuous employment 4/52nds of earnings; and
- iv) After the fifteenth (15th) year of continuous employment and every year of continuous employment thereafter 5/52nds of earnings

b) Paid Holidays

The Board recognizes the following as paid holidays for academic year employees for those days which fall within their work year:

Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day New Year's Day Family Day Good Friday Easter Monday Victoria Day

c) Payment

- The Board will pay the vacation pay entitlement and the paid holiday pay entitlement subject to this Article on a monthly basis for academic year employees.
- ii) For Bus Drivers, the Board will calculate the paid holiday pay entitlement on the combination of the daily rate plus the daily kilometre rate per driver.

10.2 <u>Calendar Year Employees</u>

a) <u>Vacation Entitlement</u>

The Board recognizes the following as the annual vacation entitlement of calendar year employees paid in accordance with this Article:

- i) Up to and including the first (1st) year of continuous employment one and one-quarter (1 1/4) days per month;
- ii) After the first (1st) year of continuous employment and up to and including the sixth (6th) year of continuous employment three (3) weeks' vacation;
- iii) After the sixth (6th) year of continuous employment up to and including the fifteenth (15th) year of continuous employment four (4) weeks' vacation; and
- iv) After the fifteenth (15th) year of continuous employment and every year of continuous employment thereafter five (5) weeks' vacation.

b) <u>Vacation Scheduling</u>

Annual vacation of calendar year employees are generally taken during the months of July and August and other school breaks. Request for vacation at other times will be considered given the circumstances of the request and operational feasibility. All vacation requests must be submitted to the appropriate supervisor no later than April 15th. Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed between the employee and the supervisor concerned.

c) Paid Holidays

The Board recognizes the following as paid holidays for calendar year employees paid in accordance with this Article:

Canada Day	Saskatchewan Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day	New Year's Day	Family Day
Good Friday	Easter Monday	Victoria Day

10.3 General Provisions

a) Termination of Employment

The Board will pay to an employee whose employment has terminated the earned vacation pay to which the employee is entitled pursuant to Article 10.2 a) - "Calendar Year Employees - Vacation Entitlement".

b) Paid Holiday During Annual Vacation

The Board will approve vacation schedules pursuant to Article 10.2 b) - "Calendar Year Employees - Vacation Scheduling" to ensure that the vacation leave is increased in length by any of the paid holidays identified in this Article 10.2 d) - "Calendar Year Employees - Paid Holidays".

c) Scheduling and Compensation of Paid Holidays.

The following provisions apply to the paid holidays identified in Article 10.1 b) - "Academic Year Employees and Bus Drivers - Paid Holidays" and Article 10.2 d) - "Calendar Year Employees - Paid Holidays":

i) Paid Holidays on a Scheduled Day Off

When any of the paid holidays falls on a permanent or temporary employee's scheduled day off and the paid holiday is not proclaimed as being observed on another day by the Board, the employee shall receive another day off with pay at a time mutually agreed to by the employee and their immediate supervisor.

ii) Work on a Paid Holiday

Article 10.3 c) i) - "General Provisions - Paid Holidays on a Scheduled Day Off" does not apply in the following circumstances:

- Regularly Scheduled Work

An employee who is regularly scheduled to work on a paid holiday identified in this Article shall be paid double (2X) time in addition to regular wages for that day.

- Scheduled Work

An employee who is not regularly scheduled to work on a paid holiday identified in this Article but is scheduled to work shall be paid double (2X) time.

- Application to Shifts

The double (2X) time pay will apply only to a shift in which the majority of the hours fall within the day of the paid holiday, in which case it will apply to the entire shift.

d) Paid Holidays Falling on Saturday or Sunday

When a paid holiday falls on a Saturday and/or Sunday and it is the employee's designated day off, it shall be observed on the following Monday and/or Tuesday. If the paid holiday in question is not the employee's designated day off, the paid holiday shall remain on its original date.

ARTICLE 11 - SICK LEAVE

11.1 Definition

- a) Sick leave is defined as the period of time an employee is absent from work with pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under <u>The Workers' Compensation Act, 1979</u> or <u>The Automobile Accident Insurance Act</u>.
- b) Where medical appointments for the employee or the employee's spouse, dependent children or dependent parents cannot be made outside of daily hours of work, or where specialist appointments outside the school division are required, a claim may be made against the Sick Leave Entitlement identified in Article 11.2 "Entitlement" to a maximum of two (2) working days per month.

11.2 Entitlement

a) Academic Year Employees

Academic year employees shall be granted sick leave with pay at the rate of two (2) days per month to a maximum of twenty (20) working days per year.

b) Calendar Year Employees

Calendar year employees shall be granted sick leave with pay at the rate of two (2) days per month to a maximum of twenty-four (24) working days per year.

c) Accumulation

The unused portion of an employee's sick leave shall accrue to the employee's credit; the accumulation shall not exceed one hundred and eighty (180) days as of August 31 of each year.

d) Calculations

No employee shall accumulate sick leave credits when that employee is:

- i) Sick in excess of thirty (30) calendar days; or
- ii) On a leave in excess of thirty (30) calendar days without pay pursuant to Article 12 "Leaves of Absence"; or
- iii) Laid off pursuant to Article 4.4 "Automatic Lay Off" or Article 4.5 "Lay Off Notice".

e) Proportionate Sick Leave Accrual

The sick leave credits identified in this Article shall accrue on a prorated basis for those employees who work less than the full time equivalent hours identified in the applicable Schedule for that classification.

f) New Employees

A new twelve-month employee shall be credited with twenty-four (24) days sick leave at the commencement of employment. A new ten month employee shall be credited with twenty (20) days sick leave at the commencement of employment. These credits are conditional upon an employee completing a full year of employment. The accumulated sick leave will be prorated for an employee who completes less than one year of service, and this may result in an adjustment to the termination cheque. No other sick leave may be accumulated during the first year of employment.

11.3 Proof of Illness

Every employee claiming sick leave with pay may be required to obtain and present a doctor's certificate acceptable to the Board from a medical practitioner. The Board may require additional evidence at the expense of the Board.

11.4 Statement

Each employee's sick leave balance shall be on their Statement of Earnings and Deductions.

11.5 Substitution

Employees who are on annual vacation can substitute vacation time with accumulated sick leave, if hospitalized or if confined to bed under a doctor's order for a minimum of three (3) consecutive days, while on vacation. A request will be made in writing to the Board with appropriate medical evidence within three (3) days of the employee's return to work. The Board may require additional evidence at the expense of the Board.

11.6 WCB Top Up

Where an employee is absent from work for medical reasons due to an accident, and is eligible for income replacement pursuant to The Worker's Compensation Act, 1979, the Board shall continue to pay the employee full wages for a maximum of one (1) year per claim and the employee shall accrue seniority for a maximum of one year. Worker's Compensation income replacement will be paid directly to the Board for 12 month employees and directly to the Board for 10 month employees during the employee's work schedule and payment shall be made by Worker's Compensation directly to the employee during the scheduled school breaks.

11.7 Saskatchewan Government Insurance Leave

Where an employee is absent from work for medical reasons due to an accident and is eligible for income replacement from Saskatchewan Government Insurance (SGI), the Board shall continue to pay the employee full wages until the date the employee has depleted his sick leave or one (1) year has elapsed, whichever comes first. Income replacement paid by SGI to the employee must be reimbursed to the Board. Sick leave will be recorded as SGI leave and the percentage of leave that is not reimbursed by SGI will be deducted from the employee's sick leave.

ARTICLE 12 - LEAVES OF ABSENCE

12.1 General Leave

An employee may be granted a general leave of absence without pay, subject to operational feasibility. The request will be made, in writing, to the Principal or supervisor, as applicable. Employees granted leave under this Article shall retain all benefits accumulated to the commencement of the leave.

a) Short Term Leave

If the leave is less than twenty (20) continuous working days, seniority will continue to accrue.

b) <u>Long Term Leave</u>

If the leave is of twenty (20) continuous working days or more, effective the first (1st) day of the leave, seniority, sick leave credits, vacation leave credits, days towards an increment date, and time served in a probationary or trial period will not be lost or accrue. The employee has the option of purchasing their group benefits at 100% of the benefit premiums and of purchasing their pension service.

c) Subsequent to and Consecutive with Maternity, Parental and Adoption Leave
Employees granted general leave subsequent to and consecutive with a Maternity,
Parental or Adoption Leave as per Article 12.5 - "Maternity, Parental and Adoption
Leave" shall accrue seniority for the period of the extended leave.

12.2 Union Leave

- a) The Board shall grant a leave of absence with pay to an employee elected or selected by the Union to attend conferences, seminars, meetings **and for the president to oversee union business** based on the following:
 - i) The Union agrees to reimburse the Board for all pay, and Board portions for deductions, pension, and group benefits during the period of absence;
 - ii) A minimum of seven (7) days' notice has been provided; and
 - iii) It is operationally feasible.

Please Note- The president shall be granted 2 days leave per week and the vacancy created will be posted as a temporary contract for the duration of the academic year.

- b) An employee who is elected or selected for a full time position with the Union or anybody with which the Union is affiliated shall be granted a leave of absence without pay and without loss or accrual of seniority for a period of up to one (1) school year.
- c) Where sufficient written notice is provided by the employee and subject to operational feasibility and in accordance with Article 6.2 "Scheduling" the principal or applicable supervisor will attempt to schedule the hours of work around union meetings held in the evening.

12.3 Negotiation Leave

If the bargaining committees agree to meet to conduct negotiations during working hours, the Board will provide leave with pay for five (5) employees for their time spent in negotiations. The Union will advise the Board of the membership of the Union Bargaining Committee.

12.4 Jury/Witness Duty

An employee who is absent from work as a result of being subpoenaed to be a witness in court, or of being required to serve on a jury shall be paid the employee's normal salary while absent for the actual time required for court purposes subject to the following conditions:

- a) The employee shall pay to the Board any remuneration, other than expenses, which the employee receives for such absence. With respect to the Court of Queen's Bench, the employee, if appearing as a witness, shall make application in accordance with "The Court of Queen's Bench Fees Regulations" for witness fees.
- b) The employee shall notify the Board as soon as possible after receipt of notice for such absence.
- c) This Article does not apply to an employee who:
 - i) Has a direct or indirect interest in the outcome of any proceedings; or
 - ii) Appears as an accused in any proceedings.

12.5 Maternity, Parental, and Adoption Leave

- The Parties agree that leave will be provided in accordance with *The Saskatchewan Employment Act, Part II, Section 49, 50 & 51.* The Parties further agree that the employee will accrue seniority for a maximum of one year, maintain or accumulate those benefits specifically identified in *The Saskatchewan Employment Act, Part II, Section 49, 50 & 51*, and maintain those benefits specifically identified in this Agreement. A copy of the appropriate sections of *The Saskatchewan Employment Act* will be posted on the website. The employee on maternity leave who is medically unfit for work due to pregnancy, delivery or post-delivery may apply for sick leave benefits for that portion of her maternity leave granted in accordance with Article 11.1 a) "Definition Sick Leave".
- b) A leave of absence for a period greater than that provided for in *The Saskatchewan Employment Act* will be considered by the Board pursuant to Article 12.1 c) "General Leave Subsequent to and Consecutive with Maternity, Parental and Adoption Leave".
- c) On a day when an employee is scheduled to work, one (1) day leave with pay will be granted to attend the employee's spouse during childbirth if the birth occurs on the employee's scheduled work day. The leave shall be deducted from the employee's sick leave bank.

12.6 Compassionate Leave

a) Definition

For the purpose of this section, immediate family is defined to include spouse, father, mother, brother, sister, child, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent and parent surrogate.

b) Leave

In the event of critical illness in the immediate family leave with pay shall be granted to all employees who have been employed for a continuous period of three (3) months with the Board up to a maximum of five (5) working days per School Year. The Board may request proof of relationship.

c) Additional Leave

The Director may, upon written request, grant additional compassionate leave with or without pay.

d) Compassionate Care Leave

An employee shall also be entitled to a leave of absence without pay of up to twelve (12) weeks, or such longer period which may be required by provincial statute, in order to care for a critically ill family member who is dependent on the employee for care. An employee shall apply in writing, providing proof of the nature of the dependant relationship and the critical illness of the family member.

12.7 Bereavement Leave

a) Definition

For the purpose of this section, immediate family shall include spouse, father, mother, brother, sister, child, grandchild, grandparent, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent-in-law, niece, nephew, first cousin, aunt, uncle and parent surrogate.

b) Leave

In the event of death in the immediate family, leave with pay shall be granted to all employees up to a maximum of five (5) working days per incident. The Board may request proof of relationship and date of death. Such leave to be taken within the period of fourteen (14) calendar days of notification of the death. Should the initial prayer service, wake, funeral, or interment for an immediate family member occur outside of the fourteen (14) calendar day window, pre-approval is required.

c) Additional Leave

The Director or designate may, upon written request, grant additional bereavement leave with or without pay.

d) Pallbearer's Leave

The Director or designate may grant upon written request up to one (1) day without loss of salary or wages to attend a funeral as a pallbearer.

12.8 Courses and Professional Development

- a) Where the Director or designate requires an employee to take a specific course, the Board will pay the associated costs. Where the employee does not successfully complete the course the employee may be required to repay the associated costs.
- b) Where the Director or designate approves a written application from an employee to take a work related course or to write an upgrading examination; the employee will be reimbursed the cost of the course as per the current Board approved rates upon proof of successful completion.
- c) Where time away from work is required for the purposes of this Article, including the time to write an exam, the employee will be provided with a leave with pay.

12.9 Education Leave

Employees may apply for unpaid education leave under Article 12.1 - General Leave.

12.10 Personal Leave with Pay

- a) Permanent employees shall be entitled to receive **two** (2) working days per school year subject to this Article as personal leave. Leave will be granted upon written application to the Principal or supervisor, as applicable, on a day mutually agreed to by the employee and their immediate supervisor.
- **b)** Permanent employees who commence employment on or after January 1st shall be entitled to **one** personal day in that school year.
- c) Permanent employees that do not use their personal days shall **not be permitted to** carry over any days.

12.11 <u>Caretakers – Leave Without Pay</u>

Subject to the availability of a substitute caretaker, caretakers shall be allowed to use a maximum of five (5) leave without pay days per school year including student contact days.

ARTICLE 13 - ALLOWANCES AND FEES

13.1 Travel Allowance

a) Employees who as a condition of their employment are required or who are required from time to time to use their own vehicle for the Board's business will be paid according to Board policy per kilometre, but shall not be less than the minimum of \$5.00 per trip as identified in Schedule "D" - "Salary Schedule - Support Staff".

13.2 Social Worker Fees

The Board upon written request shall pay the annual provincial social worker fees and the required Canadian Association of Social Workers liability insurance. The request shall be accompanied by the necessary forms and shall be made no later than one month prior to the deadline for payment.

13.3 Immunizations

Employees, who in the normal course of their duties are directly exposed to blood and/or bodily fluids, shall be reimbursed the balance of preventative immunizations for Hepatitis A, B or a combination Hepatitis vaccine. Claims for this coverage must first be made to the Extended Health Care provider and then to the Board. Expenses eligible for reimbursement shall not include yearly deductibles. Request for such reimbursement must be accompanied by a receipt.

ARTICLE 14 - UNIFORMS AND CLOTHING

This clause applies to each employee assigned to a position where the Board requires such employees to wear a Board approved uniform or specialized clothing.

14.1 <u>Initial Supply</u>

Upon completion of the probationary period, the Board will supply the following clothing to each respective employee:

- a) First Year of Employment
 - three (3) pairs of trousers
 - three (3) shirts
 - two (2) pair of overalls, where applicable
 - smocks, where applicable
 - snow suits, where applicable
 - such other items as may be approved by the Board
- b) Second Year of Employment
 - two (2) pairs of trousers plus replacement if needed
 - two (2) shirts plus replacement if needed
- c) Third Year of Employment
 - one (1) pair of trousers plus replacement if needed
 - one (1) shirt plus replacement if needed

14.2 Replacement

Employees shall receive replacement of supplied clothing by submitting a request to their Supervisor. Items shall be replaced on an as needed basis upon return of the unsuitable article of clothing.

14.3 Safety Boots

Employees required to wear safety boots shall be reimbursed for purchases upon presentation of receipts to a maximum of \$100.00 annually.

14.4 Uniform Regulations

Subject to Board Policy, uniform clothing must be worn at all times when on duty. If neglect or misuse damages uniform clothing, the employee concerned will be required to replace the uniform clothing at the employee's cost.

14.5 Bathing Suits

- a) Employees required to wear bathing suits shall be reimbursed for purchases upon presentation of receipts to a maximum of \$80.00 annually.
- b) Employees working in special programs that require higher use of bathing suits or who have special requirements may make application to their school principal or designate for additional funding.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 Filing a Grievance

- a) <u>Definition</u> A grievance shall be defined as any difference or dispute between the Board and any employee or the Union arising out of the interpretation, application or alleged violation of any specific provision of this Agreement.
- b) Process All grievances shall follow the steps as outlined in this Article except grievances with respect to a termination which will be initiated at Article 15.3 b) "Procedure Step 2" and must be filed within ten (10) working days of the termination.

15.2 <u>Informal Resolution</u>

Employees and their supervisors are encouraged to attempt to resolve differences that may arise through discussion. Where an employee requires such assistance, a representative of the Union may accompany the employee. Where the matter is one of general concern to the Union informal discussion between the Union representative(s) and the **appropriate human resource personnel**' is encouraged.

15.3 Procedure

The Board and the Union agree that the following procedure is to be followed quickly in order to resolve disputes:

a) <u>Step 1</u>

- i) As soon as possible while allowing for the informal resolution of disputes, and in any case within thirty (30) working days of the event giving rise to the dispute, the Union shall file a grievance with the **appropriate human resource personnel**, specifying the offended article or articles and the remedy sought.
- ii) The employee or employees concerned and a union representative(s) shall meet with the **appropriate human resource personnel**, to discuss the grievance within ten (10) working days of the receipt of the written grievance.
- iii) The **appropriate human resource personnel**, shall render a written decision to the employee or employees and the Union within ten (10) working days of such discussion.

b) Step 2

- i) Failing agreement in Step 1, the Union may appeal in writing the decision of the **appropriate human resource personnel**, within ten (10) working days of its receipt, to the Director of Education.
- ii) The employee concerned and a Union representative(s) shall meet with the appropriate representatives of management to discuss the grievance within ten (10) working days of its receipt.
 - Should the employee provide medical evidence acceptable to the Board that he is medically unfit to attend the meeting, Article 15.3 b) ii) shall be waived.
- iii) The Director shall render a written decision to the employee with a copy to the Union, within ten (10) working days of such discussion.

c) Step 3

- i) Failing agreement under Step 2, a written application for a hearing may be made by the Union through the Director to the Board within ten (10) working days of receipt of the decision at Step 2.
- ii) The hearing shall occur at the next regular meeting of the Board following the receipt of the application, where it is scheduled at least three (3) working days following receipt of the application. Otherwise such hearing shall occur at the next subsequent regular meeting of the Board.
- iii) The Board shall send its decision, in writing, to the employee or employees and the Union within ten (10) working days of the hearing.

d) Step 4

- i) Grievances which cannot be resolved through the above may be referred to a Board of Arbitration within twenty (20) working days following receipt of the Board's decision at Step 3.
- ii) The Board of Arbitration shall consist of one (1) member appointed by the Union, one (1) member appointed by the Board, and a chairperson, jointly named by the two members so appointed.
- iii) Where the appointees of the parties fail to agree, within twenty (20) working days of the second nominee's appointment, on the appointment of a chairperson either party may request the chairperson of the Labour Relations Board to appoint the third member.

15.4 <u>Decision of the Board of Arbitration</u>

The Board of Arbitration shall:

- a) Not have the power to change this Agreement, or to alter, modify, or amend any of its Articles:
- b) Be limited to dealing with issues which are submitted to it for arbitration; and
- c) Make every effort to render a final and binding decision within sixty (60) working days of the arbitration hearing.

15.5 Time Limits

The time limits fixed in the grievance and arbitration procedure may be extended by mutual consent of the parties to this Agreement.

15.6 Expenses of the Board

The Union and the Board shall each pay one-half (.5) of the remuneration and expenses of the Chairperson of the Board of Arbitration.

15.7 Logistics

The parties shall have the assistance of any employee concerned as a witness and any other witnesses that may be required. The employee concerned and a local union representative as identified in Article 15.3 - "Procedure" shall suffer no loss in pay in attending the discussions and meetings, specified under Article 15.3 a), b), c) and d) which occur during their hours of work. The Union recognizes that a local union representative is employed to perform full-time work for the Board. The Board recognizes that a local union representative has a responsibility to negotiate the settlement of grievances as they relate to this Agreement in such a way as to not disrupt the activities of the school.

ARTICLE 16 - DISCIPLINE

16.1 Discipline

When the Board is affecting a disciplinary measure with respect to an employee, no action shall be taken other than in the presence of a Union representative unless the employee has waived his right to union representation. The employee will be advised in writing, with a copy to the Union, of any disciplinary measures taken as a result of the disciplinary meeting. The parties recognize the process of progressive discipline as a fair guideline when affecting a disciplinary measure.

ARTICLE 17 - NO DISCRIMINATION

17.1 <u>Definition</u>

Subject to any order or approval of the Human Rights Commission, the Board and the Union agree that there shall be no discrimination with respect to any employee in accordance with *The Saskatchewan Human Rights Code*. The Board and the Union further agree that there shall be no discrimination with respect to any employee by reason of activity or membership in the Union.

ARTICLE 18 - LEGISLATION

18.1 Occupational Health and Safety and Technological Change

The parties agree to adhere to the relevant portions of Saskatchewan Employment Act, 2014 and the Regulations made there under.

ARTICLE 19 - TERM OF AGREEMENT

19.1 Duration

This Agreement shall be effective from August 1, **2015** and shall remain in force up to and including July 31, **2020** and from year to year thereafter unless written notice is given pursuant to Article 19.2 - "Written Notice".

19.2 Written Notice

Either party may, not less **sixty** (**60**) days nor more **one hundred twenty** (**120**) days before the expiry date hereof, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.

SALARY SCHEDULE "A" FULL TIME EQUIVALENT HOURS OF WORK BY CLASSIFICATION

Effective August 1, 2012

holidays

Classifications - Schedule "B"	Year	Hrs / Year	Days / Year	Hrs / Day
Caretaker	Calendar	2080	260	8.0
Caretaker 1	Calendar	2080	260	8.0
Caretaker 2	Calendar	2080	260	8.0
Caretaker 3	Calendar	2080	260	8.0
Building Systems Technician	Calendar	2080	260	8.0
Maintenance Tradesperson	Calendar	2080	260	8.0
Maintenance Tradesperson 1	Calendar	2080	260	8.0
Truck Driver / Helper	Calendar	2080	260	8.0
Labourer	Calendar	2080	260	8.0
Classifications - Schedule "C"	Year	Hrs / Year	Days / Year	Hrs / Day
Mechanic	Calendar	2080	260	8.0
Mechanic 1	Calendar	2080	260	8.0
Lead Mechanic	Calendar	2080	260	8.0
Garage Helper / Parts Person	Calendar	2080	260	8.0
Bus Driver	Academic	186 day (mir	nimum) does not i	nclude paid

For the purposes of the Human Resources/Payroll database, the daily hours of work for City and Rural Bus Drivers shall be recorded as six 6 hours per day.

SALARY SCHEDULE "A" - Continued FULL TIME EQUIVALENT HOURS OF WORK BY CLASSIFICATION

Classifications - Schedule "D"	Year	Hrs / Year	Days / Year	Hrs / Day
Receptionist	Calendar	1950	260	7.5
Secretary 1	Academic	1470	210	7.0
Secretary 2	Calendar	1820	260	7.0
Secretary 3	Calendar	1950	260	7.5
Records Management Clerk	Calendar	1950	260	7.5
Accounting Clerk	Calendar	1820	260	7.0
Shipper / Receiver	Calendar	1820	260	7.0
Purchasing Clerk	Calendar	1820	260	7.0
Purchasing Officer	Calendar	1820	260	7.0
Library Assistant	Academic	1345.5	207	6.5
Library Clerk	Academic	1345.5	207	6.5
Library Technician 2	Academic	1345.5	207	6.5
Library Technician 3	Academic	1345.5	207	6.5
Language Assistant	Academic	1306.5	201	6.5
Educational Associate - Student Support Services	Academic	1306.5	201	6.5
Educational Associate 1 - Student Support Services	Academic	1306.5	201	6.5
Educational Associate - Prekindergarten	Academic	1379	197	7.0
Educational Associate 1 - Prekindergarten	Academic	1379	197	7.0
School Social Worker	Academic	1379	197	7.0
Software Support	Calendar	1820	260	7.0
Computer Technician 1	Calendar	1820	260	7.0
Computer Technician 2	Calendar	1820	260	7.0
Database Technician 2	Calendar	1820	260	7.0
General Helper / Kitchen	Academic	1492.5	199	7. 5
Cook	Academic	1492.5	199	7.5

NOTES:

- 1. Secretary 1, Library Assistant, Library Clerk, Library Technician 2, General Helper and Cook may be scheduled to work up to 10 additional days in an academic year.
- 2. Educational Associates and School Social Workers may be scheduled to work up to 3 additional days in an academic year.

Salary Schedule B – Facilities

		August 1, 2015 4.25%		August 1, 2017 2.00%		August 1, 2018 2.00%		August 1, 2019 2.00%	
		Hour	Month	Hour	Month	Hour	Month	Hour	Month
Caretaker	Yr 1 Yr 2 Yr 3	\$21.01 \$21.37 \$21.99	\$3,640.74 \$3,703.92 \$3,811.55	\$21.43 \$21.80 \$22.43	\$3,713.56 \$3,778.00 \$3,887.78	\$21.86 \$22.23 \$22.87	\$3,787.83 \$3,853.56 \$3,965.53	\$22.29 \$22.68 \$23.33	\$3,863.59 \$3,930.63 \$4,044.84
Caretaker 1	Yr 1 Yr 2 Yr 3	\$22.50 \$22.87 \$23.49	\$3,898.66 \$3,964.17 \$4,071.80	\$22.95 \$23.33 \$23.96	\$3,976.63 \$4,043.45 \$4,153.23	\$23.41 \$23.80 \$24.44	\$4,056.16 \$4,124.32 \$4,236.30	\$23.87 \$24.27 \$24.93	\$4,137.29 \$4,206.81 \$4,321.02
Caretaker 2	Yr 1 Yr 2 Yr 3	\$23.10 \$23.48 \$24.08	\$4,003.95 \$4,069.46 \$4,174.75	\$23.56 \$23.95 \$24.56	\$4,084.03 \$4,150.85 \$4,258.25	\$24.04 \$24.43 \$25.05	\$4,165.71 \$4,233.87 \$4,343.41	\$24.52 \$24.91 \$25.56	\$4,249.02 \$4,318.54 \$4,430.28
Caretaker 3	Yr 1 Yr 2 Yr 3	\$23.57 \$23.99 \$24.57	\$4,085.84 \$4,158.38 \$4,258.99	\$24.04 \$24.47 \$25.06	\$4,167.56 \$4,241.54 \$4,344.17	\$24.52 \$24.96 \$25.56	\$4,250.91 \$4,326.37 \$4,431.05	\$25.01 \$25.46 \$26.08	\$4,335.93 \$4,412.90 \$4,519.67
Building Systems Technican	Yr 1 Yr 2 Yr 3	\$31.42 \$33.00 \$34.64	\$5,446.30 \$5,719.16 \$6,004.66	\$32.05 \$33.66 \$35.34	\$5,555.22 \$5,833.54 \$6,124.75	\$32.69 \$34.33 \$36.04	\$5,666.33 \$5,950.21 \$6,247.25	\$33.34 \$35.01 \$36.76	\$5,779.66 \$6,069.21 \$6,372.19
Maintenance Tradesperson	Yr 1 Yr 2 Yr 3	\$25.75 \$26.95 \$28.17	\$4,463.29 \$4,671.10 \$4,882.51	\$26.26 \$27.49 \$28.73	\$4,552.56 \$4,764.52 \$4,980.16	\$26.79 \$28.04 \$29.31	\$4,643.61 \$4,859.81 \$5,079.77	\$27.33 \$28.60 \$29.89	\$4,736.48 \$4,957.00 \$5,181.36
Maintenance Tradesperson 1	Yr 1 Yr 2 Yr 3	\$29.71 \$31.20 \$32.76	\$5,150.24 \$5,407.84 \$5,676.90	\$30.31 \$31.83 \$33.41	\$5,253.25 \$5,516.00 \$5,790.44	\$30.91 \$32.46 \$34.08	\$5,358.31 \$5,626.32 \$5,906.25	\$31.53 \$33.11 \$34.76	\$5,465.48 \$5,738.85 \$6,024.37
Truck Driver/ Helper	Yr 1 Yr 2 Yr 3	\$23.10 \$23.48 \$24.08	\$4,003.95 \$4,069.46 \$4,174.75	\$23.56 \$23.95 \$24.56	\$4,084.03 \$4,150.85 \$4,258.25	\$24.04 \$24.43 \$25.05	\$4,165.71 \$4,233.87 \$4,343.41	\$24.52 \$24.91 \$25.56	\$4,249.02 \$4,318.54 \$4,430.28
Summer Student Labourer	Yr 1 Yr 2 Yr 3	\$15.34 \$15.80 \$16.26		\$15.64 \$16.12 \$16.59		\$15.95 \$16.44 \$16.92		\$16.27 \$16.77 \$17.26	
Shift Differential: Weekend/Afternoon Leadhand	/hr		\$1.25 \$1.25		\$1.25 \$1.25		\$1.25 \$1.25		\$1.25 \$1.25

Leadhand

Pay one Caretaker "Leadhand Differential" where there are more than six (6) Caretakers on an Afternoon Shift. Leadhand to be assigned on a rotational basis to the Caretakers on the Afternoon Shift for those who agree to accept the Leadhand role and who have the qualifications. If no Caretaker accepts the offer, the Superintendent of Facilities shall assign it based on qualifications and seniority.

Tradesperson Apprentice shall be paid the following percentages of the Maintenance Tradesperson 1 Year 1 rate:

Year 1 (indentured) - 50%

Year 2 (successfully completed year 1) - 60%

Year 3 (successfully completed year 2) - 75%

Year 4 (successfully completed year 3) - 90%

SALARY SCHEDULE "C"- TRANSPORTATION

		August 1, 2015 4.25%		August 1, 2017 2.00%		August 1, 2018 2.00%		August 1, 2019 2.00%	
		Hour	Month	Hour	Month	Hour	Month	Hour	Month
Mechanic	Yr 1 Yr 2 Yr 3	\$25.75 \$26.95 \$28.17	\$4,463.29 \$4,671.10 \$4,882.51	\$26.26 \$27.49 \$28.73	\$4,552.56 \$4,764.52 \$4,980.16	\$26.79 \$28.04 \$29.31	\$4,643.61 \$4,859.81 \$5,079.77	\$27.33 \$28.60 \$29.89	\$4,736.48 \$4,957.00 \$5,181.36
Mechanic 1	Yr 1 Yr 2 Yr 3	\$29.71 \$31.20 \$32.76	\$5,150.24 \$5,407.84 \$5,676.90	\$30.31 \$31.83 \$33.41	\$5,253.25 \$5,516.00 \$5,790.44	\$30.91 \$32.46 \$34.08	\$5,358.31 \$5,626.32 \$5,906.25	\$31.53 \$33.11 \$34.76	\$5,465.48 \$5,738.85 \$6,024.37
Lead Mechanic	Yr 1 Yr 2 Yr 3	\$31.42 \$33.00 \$34.64	\$5,446.01 \$5,718.88 \$6,005.11	\$32.05 \$33.66 \$35.34	\$5,554.93 \$5,833.26 \$6,125.22	\$32.69 \$34.33 \$36.04	\$5,666.03 \$5,949.93 \$6,247.72	\$33.34 \$35.01 \$36.76	\$5,779.35 \$6,068.93 \$6,372.67
Garage Helper	Yr 1 Yr 2 Yr 3	\$21.01 \$21.37 \$21.99	\$3,640.74 \$3,703.92 \$3,811.55	\$21.43 \$21.80 \$22.43	\$3,713.56 \$3,778.00 \$3,887.78	\$21.86 \$22.23 \$22.87	\$3,787.83 \$3,853.56 \$3,965.53	\$22.29 \$22.68 \$23.33	\$3,863.59 \$3,930.63 \$4,044.84
Rural Bus Driver	Yr 1 Yr 2 Yr 3		\$74.73 \$78.08 \$81.46		\$76.22 \$79.64 \$83.09		\$77.75 \$81.24 \$84.75		\$79.30 \$82.86 \$86.45
City Bus Driver	Yr 1 Yr 2 Yr 3		\$84.21 \$87.04 \$89.87		\$85.90 \$88.78 \$91.67		\$87.62 \$90.55 \$93.50		\$89.37 \$92.37 \$95.37
- City Driver travel rate for City 0.132 - Rural Driver km. rate 0.132 - Drivers with Intensive Needs \$11.00 - Designated Rural Driver Supplement \$34.87 - plug-ins (per year) \$200.00 - bus wash (1 hour minimum except for Designated Rural Drivers) - garage service (Rural Drivers Only – 3 hour minimum) \$14.00/hour required in-service \$14.00/hour									

SALARY SCHEDULE "C"- TRANSPORTATION - Continued

EXTRA CURRICULAR TRIPS – Drivers

- Hourly Rate \$14.00
- Trip Rate
 - Half Day \$37.50
 - Full Day \$75.00

Mechanic Apprentice **enrolled in a recognized Apprenticeship program** shall be paid the following percentages of the Mechanic 1 Year 1 rate:

- Year 1 (indentured) 50%
- Year 2 (successfully completed year 1) 60%
- Year 3 (successfully completed year 2) 75%
- Year 4 (successfully completed year 3) 90%

[&]quot;Drivers with Intensive Needs Students" shall also apply for Extra Curricular Trips

Salary Schedule "D" - Support Staff

		August 1, 2015 4.25%		August 1, 2017 2.00%		August 1, 2018 2.00%		August 1, 2019 2.00%	
		<u>Hour</u>	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>	<u>Month</u>
Receptionist	Yr 1	\$23.40	\$3,803.66	\$23.87	\$3,879.73	\$24.35	\$3,957.32	\$24.84	\$4,036.47
	Yr 2	\$24.09	\$3,915.53	\$24.57	\$3,993.84	\$25.07	\$4,073.71	\$25.57	\$4,155.19
	Yr 3	\$24.87	\$4,042.75	\$25.37	\$4,123.61	\$25.88	\$4,206.08	\$26.40	\$4,290.20
Secretary 1	Yr 1	\$22.53	\$3,311.68	\$22.98	\$3,377.91	\$23.44	\$3,445.47	\$23.91	\$3,514.38
	Yr 2	\$22.95	\$3,372.98	\$23.40	\$3,440.44	\$23.87	\$3,509.25	\$24.35	\$3,579.43
	Yr 3	\$23.53	\$3,458.80	\$24.00	\$3,527.97	\$24.48	\$3,598.53	\$24.97	\$3,670.50
Secretary 2	Yr 1	\$23.40	\$3,550.08	\$23.87	\$3,621.08	\$24.35	\$3,693.50	\$24.84	\$3,767.37
	Yr 2	\$24.09	\$3,654.49	\$24.57	\$3,727.58	\$25.07	\$3,802.14	\$25.57	\$3,878.18
	Yr 3	\$24.87	\$3,773.23	\$25.37	\$3,848.70	\$25.88	\$3,925.67	\$26.40	\$4,004.19
Secretary 3	Yr 1	\$29.74	\$4,832.44	\$30.34	\$4,929.08	\$30.94	\$5,027.67	\$31.56	\$5,128.22
	Yr 2	\$30.77	\$5,001.34	\$31.39	\$5,101.37	\$32.02	\$5,203.40	\$32.66	\$5,307.46
	Yr 3	\$32.08	\$5,211.93	\$32.72	\$5,316.17	\$33.37	\$5,422.49	\$34.04	\$5,530.94
Records Management	Yr 1	\$23.40	\$3,803.66	\$23.87	\$3,879.73	\$24.35	\$3,957.32	\$24.84	\$4,036.47
Clerk	Yr 2	\$24.09	\$3,915.53	\$24.57	\$3,993.84	\$25.07	\$4,073.71	\$25.57	\$4,155.19
	Yr 3	\$24.87	\$4,042.75	\$25.37	\$4,123.61	\$25.88	\$4,206.08	\$26.40	\$4,290.20
Accounting Clerk	Yr 1	\$22.51	\$3,412.91	\$22.96	\$3,481.16	\$23.42	\$3,550.79	\$23.89	\$3,621.80
	Yr 2	\$24.68	\$3,742.52	\$25.17	\$3,817.37	\$25.67	\$3,893.72	\$26.19	\$3,971.60
	Yr 3	\$26.84	\$4,072.15	\$27.38	\$4,153.59	\$27.93	\$4,236.67	\$28.49	\$4,321.40
Shipper Receiver	Yr 1	\$21.78	\$3,302.35	\$22.21	\$3,368.40	\$22.66	\$3,435.76	\$23.11	\$3,504.48
	Yr 2	\$23.95	\$3,631.98	\$24.43	\$3,704.62	\$24.91	\$3,778.71	\$25.41	\$3,854.28
	Yr 3	\$26.13	\$3,961.59	\$26.65	\$4,040.83	\$27.18	\$4,121.64	\$27.72	\$4,204.08
Purchasing Clerk	Yr 1	\$22.53	\$3,417.00	\$22.98	\$3,485.34	\$23.44	\$3,555.05	\$23.91	\$3,626.15
	Yr 2	\$22.95	\$3,480.47	\$23.40	\$3,550.08	\$23.87	\$3,621.08	\$24.35	\$3,693.50
	Yr 3	\$23.53	\$3,568.51	\$24.00	\$3,639.88	\$24.48	\$3,712.68	\$24.97	\$3,786.93
Purchasing Officer	Yr 1	\$23.95	\$3,631.98	\$24.43	\$3,704.62	\$24.91	\$3,778.71	\$25.41	\$3,854.28
-	Yr 2	\$26.13	\$3,961.59	\$26.65	\$4,040.83	\$27.18	\$4,121.64	\$27.72	\$4,204.08
	Yr 3	\$28.29	\$4,291.21	\$28.86	\$4,377.04	\$29.44	\$4,464.58	\$30.03	\$4,553.87

Salary Schedule "D" - Support Staff - Continued

SUPPORT STAFF									
		Augu	st 1, 2015	Augu	st 1, 2017	Augu	st 1, 2018	Augu	st 1, 2019
		4	.25%	2	2.0%		.00%		2.0%
		<u>Hour</u>	Month	Hour	<u>Month</u>	Hour	Month	Hour	Month
Library Assistant	Yr 1	\$22.53	\$3,031.20	\$22.98	\$3,091.82	\$23.44	\$3,153.66	\$23.91	\$3,216.73
	Yr 2		\$3,087.31	\$23.40	\$3,149.05	\$23.87	\$3,212.03	\$24.35	\$3,276.27
	Yr 3	\$23.53	\$3,165.86	\$24.00	\$3,229.17	\$24.48	\$3,293.76	\$24.97	\$3,359.63
Library Clerk	Yr 1	\$22.53	\$3,031.20	\$22.98	\$3,091.82	\$23.44	\$3,153.66	\$23.91	\$3,216.73
	Yr 2	\$22.95	\$3,087.31	\$23.40	\$3,149.05	\$23.87	\$3,212.03	\$24.35	\$3,276.27
	Yr 3	\$23.53	\$3,165.86	\$24.00	\$3,229.17	\$24.48	\$3,293.76	\$24.97	\$3,359.63
Library Tech 2	Yr 1	\$22.57	\$3,036.81	\$23.02	\$3,097.55	\$23.48	\$3,159.50	\$23.95	\$3,222.69
	Yr 2	\$23.70	\$3,188.30	\$24.17	\$3,252.07	\$24.65	\$3,317.11	\$25.15	\$3,383.45
	Yr 3	\$24.88	\$3,348.21	\$25.38	\$3,415.17	\$25.89	\$3,483.47	\$26.41	\$3,553.14
Library Tech 3	Yr 1	\$23.70	\$3,188.30	\$24.17	\$3,252.07	\$24.65	\$3,317.11	\$25.15	\$3,383.45
	Yr 2	\$24.88	\$3,348.21	\$25.38	\$3,415.17	\$25.89	\$3,483.47	\$26.41	\$3,553.14
	Yr 3	\$26.13	\$3,515.13	\$26.65	\$3,585.43	\$27.18	\$3,657.14	\$27.72	\$3,730.28
Language Assistant	Yr 1	\$29.74	\$3,885.86	\$30.34	\$3,963.58	\$30.94	\$4,042.85	\$31.56	\$4,123.71
zangaage / toolotant	Yr 2	\$30.77	\$4,020.70	\$31.39	\$4,101.12	\$32.02	\$4,183.14	\$32.66	\$4,266.80
	Yr 3	\$32.08	\$4,190.95	\$32.72	\$4,274.77	\$33.37	\$4,360.27	\$34.04	\$4,447.47
Educational Associate -	Yr 1	\$20.70	\$2,704.98	\$21.12	\$2,759.08	\$21.54	\$2,814.27	\$21.97	\$2,870.55
Student Support Services	Yr 2	\$21.75	\$2,841.19	\$22.18	\$2,898.01	\$22.63	\$2,955.97	\$23.08	\$3,015.09
от предотне от	Yr 3		\$2,981.48	\$23.28	\$3,041.10	\$23.74	\$3,101.93	\$24.22	\$3,163.97
Educational Associate 1 -	Yr 1	\$22.57	\$2,948.79	\$23.02	\$3,007.76	\$23.48	\$3,067.92	\$23.95	\$3,129.28
Student Support Services	_	\$23.70	\$3,095.89	\$24.17	\$3,157.80	\$24.65	\$3,220.96	\$25.15	\$3,285.38
Stadent Support Services		\$24.88	\$3,251.16	\$25.38	\$3,316.18	\$25.89	\$3,382.50	\$26.41	\$3,450.15
Educational Associate -	Vr 1	\$20.70	\$2,855.09	\$21.12	\$2,912.19	¢21 E4	\$2,070,42	\$21.97	\$2,020,94
						\$21.54	\$2,970.43		\$3,029.84
Prekindergarten	_	\$21.75 \$22.82	\$2,998.85 \$3,146.92	\$22.18	\$3,058.83 \$3,209.86	\$22.63 \$23.74	\$3,120.00 \$3,274.06	\$23.08 \$24.22	\$3,182.40 \$3,339.54
Ed								dan a-	
Educational Associate 1 -	_	\$22.57	\$3,112.42	\$23.02	\$3,174.67	\$23.48	\$3,238.16	\$23.95	\$3,302.93
Prekindergarten		\$23.70	\$3,267.68	\$24.17	\$3,333.04	\$24.65	\$3,399.70	\$25.15	\$3,467.69
	Yr 3	\$24.88	\$3,431.57	\$25.38	\$3,500.20	\$25.89	\$3,570.20	\$26.41	\$3,641.61
School Social Worker	_	\$37.40	\$5,158.14	\$38.15	\$5,261.30	\$38.92	\$5,366.52	\$39.69	\$5,473.85
	Yr 2	\$38.55	\$5,316.27	\$39.32	\$5,422.60	\$40.11	\$5,531.05	\$40.91	\$5,641.67
	Yr 3	\$39.97	\$5,511.79	\$40.77	\$5,622.02	\$41.58	\$5,734.46	\$42.42	\$5,849.15

Salary Schedule "D" - Support Staff - Continued

		August 1, 2015		Augu	st 1, 2017	Augu	st 1, 2018	August 1, 2019			
		4	.25%	2	2.00%		2.00%		2.00%		
		<u>Hour</u>	<u>Month</u>	Hour	<u>Month</u>	Hour	<u>Month</u>	Hour	Month		
Software Support	Yr 1	\$21.78	\$3,302.35	\$22.21	\$3,368.40	\$22.66	\$3,435.76	\$23.11	\$3,504.48		
	Yr 2	\$23.95	\$3,631.98	\$24.43	\$3,704.62	\$24.91	\$3,778.71	\$25.41	\$3,854.28		
	Yr 3	\$26.13	\$3,961.59	\$26.65	\$4,040.83	\$27.18	\$4,121.64	\$27.72	\$4,204.08		
Computer Tech 1	Yr 1	\$24.91	\$3,777.31	\$25.40	\$3,852.85	\$25.91	\$3,929.91	\$26.43	\$4,008.51		
	Yr 2	\$27.07	\$4,106.18	\$27.62	\$4,188.31	\$28.17	\$4,272.07	\$28.73	\$4,357.51		
	Yr 3	\$29.25	\$4,436.64	\$29.84	\$4,525.37	\$30.43	\$4,615.88	\$31.04	\$4,708.19		
Computer Tech 2	Yr 1	\$30.88	\$4,683.29	\$31.50	\$4,776.96	\$32.13	\$4,872.50	\$32.77	\$4,969.95		
	Yr 2	\$34.15	\$5,179.77	\$34.84	\$5,283.36	\$35.53	\$5,389.03	\$36.24	\$5,496.81		
	Yr 3	\$37.43	\$5,676.24	\$38.17	\$5,789.76	\$38.94	\$5,905.56	\$39.72	\$6,023.67		
Database Tech 2	Yr 1	\$30.88	\$4,683.29	\$31.50	\$4,776.96	\$32.13	\$4,872.50	\$32.77	\$4,969.95		
	Yr 2	\$34.15	\$5,179.77	\$34.84	\$5,283.36	\$35.53	\$5,389.03	\$36.24	\$5,496.81		
	Yr 3	\$37.43	\$5,676.24	\$38.17	\$5,789.76	\$38.94	\$5,905.56	\$39.72	\$6,023.67		
General Helper/	Yr 1	\$19.05	\$2,842.69	\$19.43	\$2,899.54	\$19.82	\$2,957.53	\$20.21	\$3,016.68		
Kitchen	Yr 2	\$19.35	\$2,887.81	\$19.74	\$2,945.56	\$20.13	\$3,004.48	\$20.53	\$3,064.57		
	Yr 3	\$19.47	\$2,906.48	\$19.86	\$2,964.61	\$20.26	\$3,023.90	\$20.67	\$3,084.38		
Cook	Yr 1	\$20.17	\$3,010.73	\$20.58	\$3,070.94	\$20.99	\$3,132.36	\$21.41	\$3,195.01		
	Yr 2	\$20.57	\$3,069.85	\$20.98	\$3,131.25	\$21.40	\$3,193.87	\$21.83	\$3,257.75		
	Yr 3	\$20.89	\$3,118.09	\$21.31	\$3,180.45	\$21.74	\$3,244.06	\$22.17	\$3,308.94		

ALLOWANCES:

EFFECTIVE AUG. 1/12

Required overnight stay allowance: For all employees except bus drivers \$ 50.00

Board approved travel minimum trip: \$ 5.00

SALARY SCHEDULE "E" - SUBSTITUTE PAY

SUBSTITUTE PAY

The rate of substitute pay in each classification shall be as described below. Substitutes must have the required education, knowledge, qualifications and experience.

1. Secretary 1 and Secretary 2

A substitute Secretary shall receive the rate of Secretary 1, Year 1, for the first ten consecutive days in the same assignment. After the tenth day in the same assignment, the substitute will receive Year 1 in the classification of the employee being replaced by the substitute.

2. Secretary 3

A substitute Secretary 3 shall receive the rate of Secretary 3, effective when the duties of Secretary 3 are officially assigned to the substitute employee.

3. Library Assistant, Library Clerk, Library Technician 2, Library Technician 3

A library substitute shall receive the rate of Library Assistant, Year 1 for the first ten consecutive days in the same assignment. After the tenth day in the same assignment the substitute will receive Year 1 in the classification of the employee being replaced by the substitute.

4. Educational Associate, Educational Associate I, (Student Support Services, and Prekindergarten)

An Educational Associate substitute shall receive the rate of Educational Associate, Year 1.

5. <u>School Social Worker, Purchasing Clerk, Shipper Receiver, Accounting Clerk, Purchasing Officer, Cook, General Helper, Truck Driver, Labourer, Receptionist, Records Management Clerk.</u>

A substitute in each of the above classifications shall receive the Year 1 rate in the classification of the employee being replaced by the substitute.

6. Computer Technician 1 and Computer Technician 2

A substitute in the above classifications shall receive the rate of Computer Technician 1, Year 1.

7. Caretaker, Caretaker 1, Caretaker 2, Caretaker 3

A substitute in the above classifications shall receive the rate of Caretaker, Year 1 for the first ten consecutive days in the same assignment. After the tenth day in the same assignment the substitute will receive Year 1 in the classification of the employee being replaced by the substitute.

8. Building Systems Technician

A substitute Building Systems Technician shall receive the Building Systems Technician rate, effective when the duties of Building Systems Technician are officially assigned to the substitute employee.

9. Bus Drivers

Rural Substitute Bus Drivers shall be paid at Year 1 of the Rural Bus Driver daily rate plus the applicable Driver Allowances and where required, the designated rural driver supplement.

City Substitute Bus Drivers shall be paid at Year 1 of the City Bus Driver daily rate plus the applicable Driver Allowances.

SCHEDULE "F" – WORK GROUPS

Work Groups for the purpose of Trial Period only will be as follows:

- Caretaking
- Maintenance
- Educational Associates
- Mechanics
- Clerical
- Purchasing
- Bus Driver
- Librarians
- Information Technology
- Cafeteria
- Building Systems Technician
- Truck Driver / Helper
- Labourer
- Garage Helper / Partsperson
- Accounting Clerk
- Shipper / Receiver
- Language Assistant
- School Social Worker
- Software Support

APPENDIX A

Websites and LINKs for reference:

The Saskatchewan Employment Act:

http://www.qp.gov.sk.ca/documents/English/Statutes/S15-1.pdf

The Saskatchewan Human Rights Code:

http://www.qp.gov.sk.ca/documents/English/Statutes/Statutes/S24-1.pdf

The Local Authority Freedom of Information and Protection of Privacy Act:

http://www.qp.gov.sk.ca/documents/English/Statutes/Statutes/L27-1.pdf

The Freedom of Information and Protection of Privacy Act:

http://www.qp.gov.sk.ca/documents/English/Statutes/Statutes/F22-01.pdf

The Employment Insurance Act:

http://laws-lois.justice.gc.ca/PDF/E-5.6.pdf

The Occupational Health & Safety Regulations:

http://www.qp.gov.sk.ca/documents/English/Regulations/Regulations/O1-1R1.pdf

The Workers' Compensation Act:

http://www.qp.gov.sk.ca/documents/English/Statutes/Statutes/W17-11.pdf

The Automobile Accident Insurance Act:

http://www.qp.gov.sk.ca/documents/English/Statutes/Statutes/A35.pdf

Municipal Employee's Pension Plan (MEPP):

http://www.peba.gov.sk.ca/pensions/mepp/home.html

Manulife Financial (Health Benefits):

www.manulife.ca

Leave of Absence Guidelines & Codes:

 $\underline{https://www2.srsd119.ca/staffroom/employeeforms/HR\%20forms/SRSD\%20Leave\%20of\%20Absence\%20Guidelines\%202015.pdf}$

Admin Procedure 420 – Leaves of Absence

http://www.srsd119.ca/boardpolicyfiles/Administrative%20Procedures%20Manual%20Aug%202015/AP420%20LEAVESOFABSENCEv2.pdf

Saskatchewan School Boards Association (SSBA):

http://saskschoolboards.ca/

SRPSD Transportation Manual:

http://www.srsd119.ca/srsddepartmentfiles/TransportationManualSRPSD2015.pdf

EA Handbook:

https://www2.srsd119.ca/staffroom/employeeforms/HR%20forms/EAHandbookJuly2015v2.pdf
Group Benefits:
https://www2.srsd119.ca/staffroom/EmployeeFormspages/manulifebenefits.html
Pension:
https://www2.srsd119.ca/staffroom/EmployeeFormspages/manulifebenefits.html
The Education Act:

http://www.qp.gov.sk.ca/documents/English/Statutes/Statutes/E0-2.pdf

#2 - PAID HOLIDAY

BETWEEN

THE BOARD OF EDUCATION
OF THE SASKATCHEWAN RIVERS SCHOOL DIVISION
NO. 119 OF SASKATCHEWAN
(Hereinafter called the "Board")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4195

(Hereinafter called the "Union")

Effective the date of signing the CUPE Local 4195 Agreement those individuals employed on the basis of an academic year and who are entitled to payment for July 1st (Canada Day) prior to January 1, 1998, will continue to be paid for July 1st (Canada Day) as long as they remain employed in their current position, with the exception of a transfer, or until they provide the Board with a written request to cease payment.

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 4195

Karen Carle, President

ON BEHALF OF THE BOARD
OF EDUCATION FOR THE
SASKATCHEWAN RIVERS
SCHOOL DIVISION NO. 119

George McHenry, Board Vice Chair

Sherry Riskenynski, Chairperson

Dennis Moniuk, Secretary Treasurer

#4 - CARETAKING ALLOWANCE

BETWEEN

THE BOARD OF EDUCATION OF SASKATCHEWAN RIVERS SCHOOL DIVISION NO. 119 OF SASKATCHEWAN (Hereinafter called the "Board")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4195

(Hereinafter called the "Union")

The Board will continue to pay to the caretakers identified in this Letter of Understanding the amount specified until they cease to be employed by the Board in the position that they occupied on March 31st, 2001, or in another position to which they have been involuntarily transferred by the Board.

Name	School/Facility	Amount per Annum
Perry Ksyniuk	John Diefenbaker	\$480.00
Kelly Corrigal	Riverside	\$360.00

Dated this 3 day of March, 2016 at Prince Albert, Saskatchewan

AS REVISED AND SUPERCEDES THE PREVIOUS LOU #4 DATED JUNE 1, 2005, APRIL 25, 2009 AND JUNE 17, 2013.

ON BEHALF OF THE ON BEHALF OF THE BOARD OF CANADIAN UNION OF PUBLIC EDUCATION FOR SASKATCHEWAN RIVERS SCHOOL DIVISION

John Kunard, President Barry Hollick, Board Chair

Sharon Gosselin, Recording Secretary

Donald Lloyd, Chief Financial Officer

#7 - DESIGNATED RURAL BUS DRIVERS

BETWEEN

THE BOARD OF EDUCATION
OF SASKATCHEWAN RIVERS SCHOOL DIVISION
NO. 119 OF SASKATCHEWAN
(Hereinafter called the "Board")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4195 (Harring for called the "Union")

(Hereinafter called the "Union")

It is mutually agreed that drivers employed prior to January 1, 1994 and formerly designated as city drivers will be renamed designated rural bus drivers and shall receive the allowance of designated rural bus driver pursuant to Salary Schedule "C" entitled "Transportation until and unless the route is eliminated, the route no longer comes to Prince Albert, the driver changes routes in accordance with the agreement or the driver is no longer employed by the Board.

List of designated rural bus drivers prior to January 1, 1994.

Darryl Koivisto

Dated this $17^{1/4}$ day of June, 2013 at Prince Albert, Saskatchewan

AS REVISED AND SUPERCEDES THE PREVIOUS LOU #7 DATED JUNE 1, 2005.

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4195

John Kunard, President

Sharon Gosselin, Recording Secretary

ON BEHALF OF THE BOARD OF EDUCATION FOR SASKATCHEWAN RIVERS SCHOOL DIVISION

Barry Hollick, Board Chair

Donald Lloyd, Chief Financial Officer

#29 - BUS DRIVER/MAINTENANCE TRADESPERSON

BETWEEN

THE BOARD OF EDUCATION OF SASKATCHEWAN RIVERS SCHOOL DIVISION NO. 119 (Hereinafter called the "Board")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4195

(Hereinafter called the "Union")

It is agreed between the two parties that:

- Effective August 20, 2012 Mr. Mike Herzog be hired as a Bus Driver/Maintenance Tradesperson based on the following terms and conditions:
 - a. This arrangement will be for a trial period ending August 31, 2013;
 - b. Mr. Herzog shall be paid as per the following:
 - i. Rural Bus Driver Daily Rate as per Schedule "C";
 - ii. Any bus driver allowances he is entitled to and the Rural Designated amount;
 - iii. Kilometers as calculated at the start of the 2012-13 Academic Year;
 - iv. Maintenance Tradesperson Year 1 rate as per Schedule "B";
 - c. The hours of work shall be as follows:
 - i. For the Academic Year:
 - a) 3 hours per day as Bus Driver; and
 - b) 5 hours per day as Maintenance Tradesperson
 - ii. For the School Breaks:
 - a) 5 hours per day as Maintenance Tradesperson;
 - d. Mr. Herzog shall be entitled to take paid vacation leave except on student contact days unless mutually agreed to by Mr. Herzog, the Superintendent of Facilities and the Transportation Supervisor; and
 - e. Mr. Herzog shall earn all benefits and seniority as a permanent full-time employee.
- 2. This Letter of Understanding shall expire on August 31, 2013 or after 30 days written notice given by either party to terminate this agreement.

#31 – ROVER POSITION

BETWEEN

THE BOARD OF EDUCATION OF SASKATCHEWAN RIVERS SCHOOL DIVISION NO. 119 (Hereinafter called the "Board")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4195

(Hereinafter called the "Union")

The Rover position shall:

- 1. Effective April 1, 2013, be classified as a Permanent Full-Time Caretaker 1.
- 2. Not be entitled to Temporary Performance of Other Duties regardless of the caretaking position he is substituting in.
- 3. Be assigned a home school for reporting purposes. He will report to the home school and perform regular caretaking duties at the home school and at least one other school, unless he is advised by the Caretaking Services Manager that he is to report to a different location(s). This will be done with as much advance notice as possible.
- 4. Follow the Administration Procedure Regarding CUPE Travel Allowance dated September, 2012. In addition, if the Rover is required to travel to schools outside of the City of Prince Albert, with the exception of East Central, Osborne, Red Wing, Spruce Home, and West Central, he shall be paid mileage as per the Board approved rate.

This Letter of Understanding shall only expire upon inclusion in the body of the Collective Agreement or upon 60 days written notice given by either party.

Dated this 16 day of May	_, 2013 at Prince Albert, Saskatchewan
ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4195	ON BEHALF OF THE BOARD OF EDUCATION FOR SASKATCHEWAN RIVERS SCHOOL DIVISION
John Keevere	Sarry Hell &
John Kunard, President Main Janet	Barry Hollick, Board Chair
Sharon Gosselin, Recording Secretary	Donald Lloyd, Chief Financial Officer

#35 - MULTI-CLASSIFICATION EMPLOYMENT

BETWEEN

THE BOARD OF EDUCATION OF SASKATCHEWAN RIVERS SCHOOL DIVISION NO. 119 (Hereinafter called the "Board")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4195 (Hereinafter called the "Union")

Multiple Classifications and the Averaging of Hours to Replace LOU #30

It is agreed between the two parties to implement a modified schedule to allow for a workday of up to twelve (12) hours allowing employees to work additional hours in multiple classifications to maximize hours worked, to a total of one hundred sixty (160) hours each 4 week period.

- Effective March 1, 2014 following the signing of this Letter of Understanding, multiclassification employment shall be implemented based on the following terms and conditions:
 - a) Qualified employees who wish to engage in a multi-classification arrangement in the service of the Employer will be considered for the opportunity to do so
 - b) This arrangement will be for a trial period only and will expire after 30 days written notice given by either party to terminate this agreement
 - c) The hours of work shall be as follows:
 - i) will be based on the averaging of 160 hours accumulated on a 4 week period
 - ii) the average number of hours worked by an employee over 4 weeks does not exceed 8 hours in any day or 40 hours in any week
 - iii) The multi class employee must ensure they do not work more hours than what is outlined in 1cii as overtime is to be avoided
 - d) Employees will be paid as per the following:
 - i) in the event where a multi class employee exceeds 8 hours per day and/or 40 hours per week, overtime will not paid as their total hours worked shall fall within the averaged allotment of 160 hours per 4 week period
 - ii) Employees will be paid as per the respective Pay Schedule for specific job classifications being performed

#35 - MULTI-CLASSIFICATION EMPLOYMENT - Continued

- e) Full time employees only have the option of multi class in a casual capacity assuming that it does not negatively impact their regular assignment.
 - Employees will not be entitled to accrue sick leave, pay increment and vacation increment entitlements, and seniority beyond the entitlement of an eight (8) hour day, forty (40) hour week employee

Averaging Period:

The averaging period start and end dates for each 160 hour period shall be posted for the calendar year and a copy sent to the union.

Dated this 3 day of February, 2014 at Prince Albert, Saskatchewan

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4195

ON BEHALF OF THE BOARD OF EDUCATION FOR SASKATCHEWAN RIVERS SCHOOL DIVISION

John Kunard President

Sharon Gosselin Recording Secretary Board Chair

Barry Hollick

Dr. Donald Vloy

#39 - BUS DRIVER/SECRETARY I

BETWEEN

THE BOARD OF EDUCATION OF SASKATCHEWAN RIVERS SCHOOL DIVISION NO. 119 (Hereinafter called the "Board")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4195 (Hereinafter called the "Union")

It is agreed between the two parties that:

- 1. Effective February 1, 2016 Laura Olson be hired as a Bus Driver/Secretary I based on the following terms and conditions:
 - a. Laura Olson shall be paid as per the following:
 - i. Rural Bus Driver Daily Rate as per Schedule "C";
 - ii. Any bus driver allowances she is entitled to;
 - iii. Kilometers as calculated at the start of each Academic Year;
 - iv. Secretary I Year 1 rate as per Schedule "D"
 - b. The hours of work shall be as follows:
 - i. 3 hours per day as Bus Driver; and
 - ii. 3.5 hours per day as Secretary I
 - c. Laura Olson shall earn all benefits and seniority as a permanent full-time employee.

This Letter of Understanding shall only expire after 30 days written notice given by either party to terminate this agreement or upon inclusion in the body of the Collective Agreement.

Dated this 20 day of January, 2016 at Prince Albert, Saskatchewan

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4195

John Kunard President

Sharon Gosselin Recording Secretary ON BEHALF OF THE BOARD OF EDUCATION FOR SASKATCHEWAN RIVERS SCHOOL DIVISION

Barry Hollick Board Chair

Dr. Donald Lløyd Chief Financial Officer

SIGNING PAGE

IN WITNESS WHEREOF the Parties have hereunder affixed their seals attested by the hands of their property authorized Officers in that behalf. March 3, 2016 ON BEHALF OF THE BOARD OF EDUCATION ON BEHALF OF THE CANADIAN OF THE SASKATCHEWAN RIVERS SCHOOL DIVISION NO. UNION OF PUBLIC EMPLOYEES 119 LOCAL 4195 Neil Finch John Kunard Superintendent of Schools President Jamie Henry **Tammy Martin CUPE** National Human Resources Manager Dr. Donald Lloyd Chief Financial Officer Jaimie Smith-Windsor Denise Vermette Board Trustee

Sharon Gosselin

MEMORANDUM OF AGREEMENT RE: Effective Dates

It is mutually agreed that:

All articles, including new, revised and unchanged articles, in the Saskatchewan Rivers School Division CUPE 4195 Bargaining Agreement, dated August 1, 2015 to July 31, 2020, shall come into effect as of the first of the month following signing of the CUPE 4195 Bargaining Agreement, unless otherwise stated.

The exceptions to the above statement are listed below.

The following revised and new articles shall be applied when the new agreement takes effect, not August 1, 2015:

- Schedule B, Specifically Shift differential increases
- Schedule C, Specifically Driver Allowances and Extra Curricular Trips

The following revised and new articles shall come into effect as of September 1, 2016:

- 12.10 Personal Leave with Pay

Retroactive Payment

All current employees of CUPE 4195 that are employed on the date the agreement is signed will be paid retroactive salary, less lawful deductions, for salary earned since August 1, 2015.

For employees that have resigned or retired after August 1, 2015 the retroactive payments will be applied to the earnings. All payments for retroactive pay are pensionable and therefore appropriate deductions are to be applied and remitted in accordance with the agreement, and the remittance guidelines.

Retroactive pay will be paid in full within 3 months of the new agreement being implemented.

Should the removal of Article 6.1 c adversely affect social workers, then the article shall be reinstated to the collective agreement through a Letter of Understanding.

Signed on behalf of the OF THE CANADIAN CUPE UNION OF PUBLIC EMPLOYEES LOCAL 4195 employees employed by Saskatchewan Rivers School Division No. 119

John Kunard Tammy Martin
President CUPE National

Debbie Lorenzen

Denise Vermette

Debbie Lorenzen Denise vermette

Sharon Gosselin Tracey Beaven

Signed on behalf of the Board of Education of Saskatchewan Rivers School Division No. 119

Neil Finch Superintendent of Schools

Don Lloyd Chief Financial Officer

March 3, 2016

Human Resources Manager

Jaimie Smith-Windsor

Board Trustee