



***CUPE 5506***  
PARTNERS IN EDUCATION

AN AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF THE HOLY TRINITY  
ROMAN CATHOLIC SEPARATE SCHOOL DIVISION  
NO. 22 OF SASKATCHEWAN  
(Herein after called the “Board”)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 5506  
(herein after called the “Union”)

January 1, 2018 – December 31, 2019



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## **PREAMBLE**

*The Holy Trinity School Division Board and the Canadian Union of Public Employees Local 5506 have developed a positive and collaborative partnership. Together we support the Board's common mission to Create Hope by Fostering Learning and Honouring Diversity in a Catholic Environment.*

The purpose of this agreement is:

- a) To maintain and improve harmonious relations and 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 in operation; 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**

### **1.01 Description of Bargaining Unit**

This agreement shall apply to all employees who are employed exclusively in Moose Jaw by the Board of Education for the Holy Trinity Roman Catholic School Division No. 22, except members of LEADS, members of the Saskatchewan Teachers' Federation, Chief Financial Officer, Finance Manager, Executive Assistants, Student Achievement Support Worker, Supervisor of Technology, Supervisor of Facilities, Transportation Manager, Facilities Manager and Speech-Language Pathologists.

The bargaining unit may be amended by mutual consent, or by the order of the Saskatchewan Labour Relations Board.

### **1.02 Union Recognition**

The Employer recognizes and acknowledges the Union as the sole collective bargaining agent of the employees who are within the scope of this Collective Agreement, and the Employer hereby agrees to negotiate with the Union and with representatives elected or appointed by the said Union with respect to all the terms and conditions of employment and rates of pay and hours of work of all such employees.

No employee(s) shall be required or permitted to make a written or verbal agreement with the Employer which conflicts with the terms of this Collective Agreement or with any compensation plan or system arising from it.

### **1.03 Job Security**

No present employee shall suffer lay off or a reduction in pay or hours of work as a result of the Board contracting out work. The Board shall, in recognition of its obligations to the employees as are set out in this Agreement, use discretion, in contracting out any work or services.

### **1.04 Board Will Acquaint New Employees**

The Board agrees to acquaint new employees with the fact that a Union Agreement is in effect, that Board policies exist on the HTCSD website [www.htcsd.ca](http://www.htcsd.ca) which may affect employees, and with the conditions of employment set out in the following provisions:

- a) Union Security

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

- i) Upon signing an employment contract, CUPE employees new to the School Division will be given the opportunity to meet with a CUPE representative. This is to be done outside the work time of the new employee. Release / flex time for the CUPE representative, if necessary, will be mutually agreed upon between the CUPE representative and their immediate supervisor.

b) Check Off of Union Dues

- i) The Board agrees to deduct from every employee any monthly dues, in accordance with Union bylaws, and owing by him/her to the Union.
- ii) Deductions shall be made from the payroll period at the end of each month, and shall be forwarded to the CUPE National Office no later than the fifteenth (15<sup>th</sup>) day of the month following in which deductions have been made. A list of all employees from whose wages the deductions have been made shall be provided to the local union; this list shall include the names of all employees from whose wage deductions have been made, the total amount earned by the employee during this period, and the amount that has been deducted from each employee.
- iii) The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls, and terminations of employment pursuant to this Article.
- iv) The Board shall supply a list of members and their addresses to the Union no later than September 1<sup>st</sup> and February 1<sup>st</sup> of each year.

1.05 Copies of Agreement

The Board will post copies of any new agreement within twenty (20) working days of signing, to the Holy Trinity Catholic School Division website [www.htcsd.ca](http://www.htcsd.ca), and further, a copy shall be provided to each school to enable those without access to the web with a paper copy. All new employees shall be informed about the website and the ability to obtain a paper copy if desired.

1.06 Correspondence

All correspondence between the parties arising out of this Agreement shall pass to and from the Chief Financial Officer of the Board and the Recording Secretary of the Union, unless otherwise specified in this agreement.

1.07 Board Decisions

The Board will forward copies of all resolutions adopted by the Board, which affect this Agreement, to the Union.

#### 1.08 Union Notices

The Union shall have the right to post notices of meetings and such other union notices on existing bulletin boards, on bulletin boards provided for that purpose and through the use of school division email.

#### 1.09 Labour-Management Negotiations

##### a) Bargaining Committee

The Board shall appoint a Bargaining Committee as appointees of the Board and the Union shall appoint a Bargaining Committee as appointees of the Union. The Union shall advise the Board of the Union Nominees to the Committee.

##### b) Representative of National Union

The Union shall have the right at any time to have the assistance of a representative of the National Union when dealing or negotiating with the Board pursuant to this Agreement.

##### c) Meeting of the Committees

Subject to the conditions of Article 11.01 b) entitled "Payment of Wages" having been met, in the event of either party wishing to call a meeting of the Bargaining Committees, notification shall be forwarded as per Article 1.06 entitled "Correspondence". The said meeting shall be held at a time and place as shall be fixed by mutual agreement. However, such meeting must be held not later than thirty (30) working days of such notice being given with the exception of the months of July and August.

##### d) Function of the Bargaining Committees

All matters of mutual concern pertaining to performance of work, conditions of employment, rates of pay, hours of work, and collective bargaining, shall be referred to the Bargaining Committees for discussion and settlement.

#### 1.10 No Discrimination

##### a) Definition

i) Unless otherwise permitted by section 17 of *The Saskatchewan Act*, Section 360 of *The Education Act, 1995* or Subsection 16(5) of *The Saskatchewan Human Rights Code*, and with the exception of word or action contrary to the teachings of the Catholic Church, the Board and the Union agree that there shall be no discriminatory practices with respect to an employee because of his/her marital status, family status, creed, religion, race, colour, sex, physical disability, nationality, ancestry, place of origin or activity in the Union.

ii) Where there is a grievance resulting from a Board decision relating to the teachings of the Catholic Church and it is necessary to proceed to arbitration, the matter shall be heard by a single arbitrator. The Archbishop of Regina or his delegate shall appoint the arbitrator.

##### b) Masculine and Plural

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where appropriate.

### 1.11 Harassment

The Board and the Union jointly affirm that every employee shall be entitled to a respectful workplace and encourage and promote the principle of a work environment free of discrimination, harassment, conflict and violence through awareness and education for all employees.

For procedures and guideline, please refer to [Administrative Procedure 170 – Harassment](#).

### 1.12 Definitions

#### a) Academic Year

For the purposes of this Agreement, academic year shall mean the work year commencing on or before the first school day to the last school day as determined by the Board.

#### b) Casual/Substitute Employee

A casual/substitute employee is one who works on a day to day basis, such as a “call-in” basis for an unknown period of time, except as provided for in the definition of “Temporary Employee”, or for any period of time known to be forty (40) consecutive working days or less.

#### c) Temporary Employee

A temporary employee is one who works for a period of time that is known to be greater than forty (40) consecutive working days.

#### d) Permanent Full Time Employee

A permanent full time employee is one who has been appointed to a permanent position with full time hours and has successfully completed the trial period.

#### e) Permanent Part Time Employee

A permanent part time employee is one who has been appointed to a permanent position with less than full time hours and has successfully completed the trial period.

## **ARTICLE 2 – GRIEVANCE**

### 2.01 Definitions

A grievance shall be defined as any difference arising from the interpretation, application, administration or alleged violation of this Agreement. A member considered by the Union to be wrongfully dismissed or suspended shall be entitled to a hearing pursuant to Article 2.02 c), entitled “Step 3 – Board Hearing”.

### 2.02 Procedures

The agreed procedure for the resolution of all grievances shall be as follows:

#### a) Step 1 – Informal Discussion

- i) When a difference arises, the affected employee or the Union shall inform the Director of Education or designate, within ten (10) working days of the event giving rise to the concern.



- ii) The affected employee, accompanied by a representative of the Union and the Director of Education or designate, will meet within (10) working days from the date of notice.
  - iii) Any discussion held will be informal and without prejudice and will explore available solutions. The Director of Education or designate, shall provide a verbal response within ten (10) working days of the meeting with the affected employee.
- b) Step 2 – Filing a Formal Grievance
- i) Failing agreement under Step 1, the Union shall file with the Director of Education within forty (40) working days of the event giving rise to the grievance including a written statement describing the grievance and expressing the remedy sought by the Union.
  - ii) Within ten (10) working days of the notice the aggrieved employee, the Vice President or designate and the Director of Education or designate shall meet to discuss the grievance.
  - iii) A written decision shall be rendered to the employee, with a copy to the Vice President, within ten (10) working days of such discussion.
- c) Step 3 – Board Hearing
- i) Failing agreement under Step 2, a written application for a hearing may be made by the Union through the Chief Financial Officer to the Board within ten (10) working days of receipt of the decision at Step 2.
  - ii) A hearing shall occur at the next regular meeting of the Board when at least three (3) clear working days exist, following receipt of the application.
  - iii) The Board shall send its decision, in writing to the Union, with a copy to the Vice President, within ten (10) working days of the hearing.
- d) Step 4 – Grievance Mediation
- i) Grievances, which have not been resolved through the above, may be referred to grievance mediation.
  - ii) Upon mutual agreement, the parties shall apply, within fifteen (15) working days following receipt of the Board's decision at Step 3, to the Department of Labour for the appointment of a grievance mediator.
- e) Step 5 – Arbitration
- i) Grievances, which cannot be resolved through the above, may be referred to a Board of Arbitration as follows:
    - A) In the case of a grievance where grievance mediation is not mutually agreed to, referral to the Board of Arbitration shall be within twenty (20) working days from receipt of the Board's decision at Step 3.
    - B) In the case of a grievance for which grievance mediation is mutually agreed to but which is unresolved through the mediation process, referral to the Board of Arbitration shall be within twenty (20) working days from the unsuccessful conclusion of the mediation process.
  - 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 (2) members so appointed. Each party is responsible for the cost of its

nominee. The cost of the chairperson and facilities (if external) will be shared equally by the two parties.

- iii) Where the appointees of the parties fail to agree, within twenty (20) working days of their appointment, on the appointment of a chairperson, either party may request the Chairperson of the Labour Relations Board to make the third member appointment.

#### 2.03 Decision of the Board of Arbitration

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 the issues which are submitted to it for arbitration; and
- c) render a final and binding decision within sixty (60) working days.

#### 2.04 Time Limits

The time limits may be extended by mutual consent between the parties to this Agreement. Any extension will be in writing.

#### 2.05 Logistics

Subject to operational feasibility:

- a) the parties shall have the assistance of any employee concerned as a witness and any other witnesses that may be required;
- b) the Board shall make available such space as may be required for purposes of this Article;
- c) the parties shall have access to any part of the Board's premises to view any working conditions which may be relevant to the settlement of the grievances; and
- d) an employee shall have the right to have the assistance of the Vice-President or designate, at any meeting held pursuant to this Article.

#### 2.06 Settlement

Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

### **ARTICLE 3 – SENIORITY**

Employees shall continue to accrue seniority during paid/unpaid leaves, maternity, paternal and adoption leaves, short term union leaves, leaves due to illness, injury or disability, vacation and public holidays as defined in Article 8 – “Statutory (Public) Holidays and Vacation Leave”.

#### 3.01 Accumulation of Seniority

- a) Permanent / Temporary Employees
  - i) The length of service in the bargaining unit shall be based on the first day worked in a permanent or temporary position.
  - ii) Should two or more employees have the same date of hire; seniority will be determined alphabetically by surname as of the date of hire.

- iii) Upon successful completion of the probationary period, as per Article 4.04(a), seniority shall commence from the date of permanent or temporary employment.

b) **Substitute Employees**

Time accrued as a substitute worker shall be counted towards moving up the Steps in the appropriate pay scale if awarded a permanent or temporary position. If the employee has not been called to work for a period of fourteen (14) months prior to an appointment to permanent or temporary position, any previously accrued time shall not be recognized towards moving up the Steps in the appropriate pay scale.

3.02 **Seniority List**

- a) The Board will maintain a seniority list showing the date upon date of hire.
- b) Any employee may request information from the Board relative to their own seniority. On request, the Union will be supplied with a copy of the seniority list and with the necessary information relative to the seniority of any employee or group of employees.
- c) The seniority list shall be provided to employees no later than September 1<sup>st</sup> and February 1<sup>st</sup> of each year.

3.03 **Seniority Lost**

Seniority of an employee shall be forfeited only in the event the employee:

- a) is discharged for just cause and is not reinstated;
- b) resigns or retires;
- c) following a layoff, fails to return to work within five (5) working days after being notified by registered mail to do so unless the employee provides reasons for absence which are satisfactory to the Board. It shall be the responsibility of the employee to keep the Board informed of his/her current address; or
- d) is laid off for a continuous period of fourteen (14) months.

3.04 **Her Majesty's Forces**

An employee who serves in Her Majesty's forces after employment by the Board, shall be considered as having leave of absence and shall retain his/her seniority rights and will continue to accumulate seniority, provided such seniority rights are asserted within sixty (60) calendar days of an Honourable Discharge, provided also that the employee is certified by a medical practitioner as medically fit to return to work.

**ARTICLE 4 – VACANCIES**

4.01 **Transfers**

It is understood that employees are hired for the Division and it is the responsibility of the Board to determine staffing requirements of the Division and to deploy Division staff accordingly. The parties agree that the Board shall use discretion in transferring employees and that the decision of the Director of Education or designate, will be final with respect to transfers subject to the following conditions:

- a) Transfers will not be made into vacant or newly created positions. Vacant or newly created positions will be posted in accordance with Article 4.02 entitled "Posting".
- b) Involuntary transfers may take place within a schedule but shall not result in a decrease in hours of work for the employee transferred.

- c) A meeting with the employee and a union representative may be requested to discuss the transfer.

#### 4.02 Posting

##### a) When

- i) a permanent position vacancy; or
- ii) a temporary vacancy in a permanent position for a known term of more than forty (40) consecutive working days; or
- iii) a newly created permanent position; or
- iv) a newly created temporary position for a known term of more than forty (40) consecutive working days;

is to be filled, the Board shall post a notice of the vacancy pursuant to Article 1.08 entitled "Union Notices" at each school within the Division. The notice shall be posted for a minimum of five (5) working days to allow the existing employees to make written application. At the same time those vacant positions are advertised internally, they may also be advertised publicly.

The Board, in addition to posting vacancies and newly created positions, agrees to post existing positions, not vacant, where the hours of work have been increased more than ten (10%) percent in one (1) calendar year. The posting shall serve as layoff notice to the incumbent employee in accordance with Article 5.01 entitled "Layoff Notice".

This Article shall not apply where, in the case of educational assistants, the particular educational or developmental needs of any directly affected pupil, if applicable, are adversely affected as determined by the Director of Education, or designate, after considering input from the Union.

- b) There shall be no job postings in the period of July 1<sup>st</sup> to August 20<sup>th</sup> for permanent positions. Such positions may be filled on a temporary basis and shall be posted before September 15<sup>th</sup>.
- c) The posting shall contain information regarding the nature of the position; the required qualifications, knowledge, education, skills, and abilities; location of assignment, and the closing date for applications. The postings for bus driver positions shall not include location of assignment.
- d) Where new positions are created or current positions reclassified within the scope of this Agreement, the Board shall advise the Union in advance of the nature of the position and the proposed compensation. The compensation shall be negotiated between the Board and the Union.
- e) Employees shall be entitled to apply for advertised vacant positions by means of written application, which shall either be submitted to the Division office by internal or external mail, or hand delivery. An application need not be considered if received later than on the closing date prescribed.

#### 4.03 Appointment

##### a) Qualified Applicants

In filling:

- i) a permanent position vacancy; or

- ii) a temporary vacancy in a permanent position for a period of time known to be greater than forty (40) consecutive working days; or
- iii) a newly created permanent position; or
- iv) a newly created temporary position for a period of time known to be greater than forty (40) consecutive working days;

the appointment shall be made of the applicant who has the required qualifications, knowledge, education, skills and ability to perform the duties of the available position. Except for casual/substitute employees as defined in Article 3.01 b) entitled "Accumulation of Seniority", in the event there are two (2) or more qualified applicants, seniority shall be the deciding factor in the appointment.

b) Casual/Substitute

- i) Casual/substitute opportunities can be accepted using the Board's absence management system.
- ii) If permanent/temporary part time employees wish to be on the casual/substitute list they must inform the Division Office and will be paid at casual/substitute rates.

c) No Qualified Applicants

If there is not a qualified applicant for any posted position, the position will be filled by a casual/substitute employee. The posting will be extended until it is filled by a qualified applicant.

4.04 Probation/Trial Period

- a) A newly hired employee shall be on probation for a period of eighty (80) "at work" days from the date of hire. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except that probationary employees may be discharged for reasons of general unsuitability. Upon completion of the probationary period, seniority shall commence from the date of hire.
- b) An existing employee appointed to a vacant position pursuant to this Agreement shall be allowed a trial period of up to twenty (20) "at work" days from the date of appointment. The employee shall be returned to his/her former position and rate of pay where either the Board determines that the service was not satisfactory or the employee so requests.

An employee who is awarded a new position in a different classification will remain at their current step based on hours worked.

An extension to the trial period beyond the twenty (20) "at work" days from the date of appointment must be mutually agreed to between the Board and the Union. The extension would be a one-time extension for a specified period, and the expectations must be clearly communicated to the employee.

- c) The parties agree that all employees appointed to a position new to the employee shall be provided with the orientation time necessary to familiarize them with their respective position.

The employee and the applicable supervisor will meet prior to the commencement of the assignment, where possible, to determine orientation time required. The employee and supervisor may request representation to assist in the process.

## ARTICLE 5 - LAYOFF AND RECALL

### 5.01 Layoff Notice

- a) Except for just cause other than shortage of work, and except for Article 5.03 entitled "Automatic Layoff", an employee who has been in the employ of the Board for at least ninety (90) continuous days may have his/her employment terminated or may be laid off by the Board in accordance with Section 2-60 of *The Saskatchewan Employment Act* which reads as follows:
  - i) one week's written notice, if his/her period of employment is less than one year;
  - ii) two week's written notice, if his/her period of employment is one year or more but less than three years;
  - iii) four week's written notice, if his/her period of employment is three years or more but less than five years;
  - iv) six week's written notice, if his/her period of employment is five years or more but less than ten years;
  - v) eight week's written notice, if his/her employment is ten years or more. or as may be amended by the Legislative Assembly Saskatchewan.
- b) An employee may terminate his/her employment upon giving the Board written notice in accordance with the time set out in Article 5.01 a) entitled "Layoff Notice".

### 5.02 Staff Reassignment or Layoff

- a) Where a staff reduction or a reduction in hours of work of ten (10%) percent or more in one (1) calendar year is necessitated within a schedule and:
  - i) where, in the case of educational assistants, the particular educational or developmental needs of any directly affected pupil, if applicable, are not adversely affected as determined by the Director of Education or designate, after considering input from the Union; and
  - ii) where the redundant employee possesses the required qualifications, knowledge, education, skills and abilities for one (1) or more positions, within the schedule, held by less senior employees;  
  
a layoff notice shall be served to the employee with the least seniority within that Schedule and the redundant employee shall be given the opportunity to displace an employee in any position identified in a) ii) above
- b) Where a layoff notice has been issued pursuant to Article 5.01 entitled "Layoff Notice", and where requested by either party, representatives of the Board and the Union shall meet to review the staff reassignment options, including lay off and provide a recommendation on staff reassignment or lay off to the Board prior to the effective date of the layoff.
- c) An employee assigned to another position pursuant to this Article shall be on a trial period for twenty (20) at work days from the date of appointment, excluding periods of lay off. Where the Board determines that the service is not satisfactory, the employee will be immediately placed upon the recall list.
- d) A redundant employee exercising seniority pursuant to this Article may only displace a less senior employee in an equivalent or lower paid classification.

### 5.03 Automatic Layoff

Notwithstanding Article 5.01 entitled "Layoff Notice", employees, who work on the basis of the academic year, shall be deemed to be laid off for the months of July and August. Recall following the summer vacation periods shall be automatic unless the Board has served termination or layoff notice under Article 5.01 entitled "Layoff Notice". This Article shall serve as notice of lay off and recall for the months of July and August during the term of this Agreement.

### 5.04 Recall

- a) No new employee shall be hired in any position covered by this Agreement until those laid off, if any, have been provided the opportunity to fill the position.

Immediately following layoff, the laid off employee shall have the option to meet with a representative of the Board and the Union to discuss his/her options

The laid off employee shall indicate his/her preference for subsequent vacancies. It is the responsibility of the laid off employee to provide the Board with any revisions to his/her resume and address.

The laid off employee will then be considered with other applicants for any subsequent vacancies where he/she meets the requirements as set out in Article 4.03 entitled "Appointment".

- b) During a layoff, an employee shall maintain, but not accrue, all earned benefits and rates of pay.

## **ARTICLE 6 - SICK LEAVE**

### 6.01 Definition

Sick leave is defined as the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under *The Workers' Compensation Act, 1979* and *The Automobile Accident Insurance Act*.

### 6.02 Sick Leave Entitlement

- a) Sick leave shall be granted to employees on the basis of one and two-thirds (1.67) working days per month.
- b) In any one (1) calendar year where an employee has not had sick leave or a portion thereof, he/she shall be entitled to an accrual of all of the unused portion of sick leave for his/her future benefits to a maximum of one hundred and eighty-two and one-half (182.5) days.

### 6.03 Proof of Illness

An employee who is absent for more than three (3) consecutive working days due to illness may be required to produce a certificate from a duly qualified Medical Practitioner verifying such illness. The Board shall be responsible to notify the employee and request such certificate. Any reasonable time lost by an employee in obtaining this certificate shall be the responsibility of the Board. The cost of this certificate shall be borne by the Board.

### 6.04 Sick Leave Notification / Substitutes

Employees who may absent themselves on account of illness shall notify their supervisor without delay and in any event no later than one (1) hour after so absenting themselves.

Failure to notify, unless it is shown to be unavoidable and satisfactory evidence of disability is furnished, may deprive such employee of such benefits as would normally have accrued prior to the time due notice is received by the supervisor.

Employees shall not be responsible for making arrangements to obtain substitutes. In the event of absence, the employee shall complete a leave request through the leave management system.

6.05 Sick Leave Records

The Chief Financial Officer of the Board shall keep a record of all unused sick leave. Immediately after the close of each calendar year, each employee shall have thirty (30) calendar days to review the records of the Board and notify the Chief Financial Officer that the accumulated sick leave is incorrect. The employee shall have access, at a mutually agreed time, to any sick leave records required to provide proof. On presentation by the employee of proof of error, the Board shall make corrections immediately.

6.06 Accrual of Sick Leave

Seniority shall not be lost during sick leave.

## **ARTICLE 7 - LEAVES OF ABSENCE**

7.01 General Leave of Absence

- a) Employees shall be granted two (2) days leave of absence, without pay, in an academic year.
- b) Employees shall be granted up to five (5) consecutive days without pay every third academic year;
- c) Employees will not take more than five (5) days without pay in any one academic year.
- d) An employee may be approved for additional days if extenuating circumstances exist, such requests would be made to the Director of Education or designate.
- e) Dues will be deducted from an employee while on leave but still employed and earning wages in another capacity with the *Board, effective one month after signing of the Agreement commencing January 1, 2018.*

7.02 Union Leave

a) Short Term Leave

Provided the leave of absence does not unduly interfere with the operation of the school, the Board shall grant a leave of absence with pay to employees who are elected or selected to attend conferences, seminars and meetings subject to the following conditions:

- i) a maximum of ten (10) consecutive working days may be taken by any one (1) employee at any one (1) time;
- ii) a maximum of twenty (20) working days may be granted to any one (1) employee in any twelve (12) month period between the months of September of one year and August of the next year;
- iii) in the case of the President or Vice-President, a maximum of twenty five (25) working days may be granted in any twelve (12) month period between the months of September of one year and August of the next year. In exceptional



circumstances a request shall be made to the Director or designate who may grant an extension;

- iv) the Union shall request such leave in writing at least two (2) working days prior to the commencement of the leave; and
  - v) the Union shall reimburse the Board for all pay and benefits during the period of absence.
- b) Leave for Union Office

An employee elected or selected for a part time or a full time position with the Union or anybody with which the Union is affiliated shall be granted leave of absence without pay and without loss or accrual of seniority, for a period of up to one (1) school year. This period may be extended by the Board at the end of the year. A part time leave of absence shall be granted providing it does not interfere with the normal operations.

c) Other Leaves

Any duly authorized representative of the Union, shall suffer no loss of salary or benefits for time absent from duties for the purpose of:

- i) participation in negotiations and/or conciliation with the Board or its representatives. The number of employee representatives shall not exceed eight (8);
- ii) participation in grievance, grievance mediation or arbitration proceedings on matters arising from this Agreement, pursuant to Article 2 entitled "Grievance"; or
- iii) attendance at any meetings that have been mutually agreed to.

7.03 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 their normal salary while absent subject to the following conditions:

- a) The employee shall pay to the Board any remuneration other than expenses, which he/she 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 interest in the outcome of any proceedings; or
  - ii) appears as an accused in any proceedings.

7.04 Compassionate Leave

a) Definitions

"Immediate/blended family" is defined to include: spouse, parent, guardian, brother, sister, child, grandchild, parent-in-law, grandparent, daughter-in-law and son-in-law. "Extended/blended family" is defined to include: sister-in-law, brother-in-law, spouse's grandparent, aunt or uncle.

b) Leaves

- i) In the case of death or serious illness of a member of the immediate/blended family a leave shall be granted upon request up to and including five (5) working days.
- ii) In the case of death of a member of the extended/blended family a leave shall be granted upon request up to and including three (3) working days.
- iii) Where a serious illness requires the presence of an employee to attend to extended/blended family a leave shall be granted upon request up to and including three (3) working days per school year per family member identified above.
- iv) In a case of the death of a close friend, one (1) day leave with pay shall be granted. Two (2) additional days may be granted at the discretion of the Director or designate to a maximum of three (3) days per school year.

c) Pallbearer's Leave

One day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of his/her supervisor.

d) Personal Days

Employees shall be granted up to five (5) days per school year from their accumulated sick leave to attend to the illness or medical needs of an immediate/blended family member upon the completion of the appropriate form.

7.05 Course Leave

Where the Board;

- a) requires an employee to take a specific course or seminar; or
- b) approves a request from an employee with respect to a specific course or seminar which will be a direct benefit to the employee and the Board,

the employee shall be reimbursed the cost of the course upon proof of successful completion. Where time away from work is required for the purposes of this Article, the Board shall provide a leave with pay.

7.06 Maternity Leave

Every employee, who is currently employed and has been for twenty (20) weeks of the previous fifty-two (52) weeks, desiring leave of absence due to pregnancy may be granted such leave without pay subject to:

- a) the leave may include up to eighteen (18) weeks, and the employee may also apply for "Parental Leave" as described in Article 7.07 b) entitled "Parental and Adoption Leave" to be taken in any combination the employee may choose before and after the estimated date of birth;
- b) an employee must provide the Board with a written application including a doctor's certificate indicating the estimated date of birth. This notice should be submitted four (4) weeks in advance of the date on which the leave is to begin;
- c) before returning to work the employee must notify the Board, preferably in writing, four (4) weeks in advance of the day on which she wishes to return;
- d) for the purposes of seniority and rights of recall, being on maternity leave does not constitute a break in service, and seniority and rights of recall continue to accrue while the employee is taking maternity leave; and

- e) an employee is entitled to continue participating in any benefit plan subject to this Agreement if the employee pays the contributions required by the plan.

7.07 Parental and Adoption Leave

- a) Any employee who has been employed for a total of twenty (20) weeks in fifty-two (52) weeks before the leave is to start, who provides the Director of Education or designate with proof of legal adoption of a child, or is requesting parental leave, shall be entitled, upon written application, to leave of absence without pay. The request for leave, indicating the date on which the employee wishes to commence leave, must be submitted not later than four (4) weeks prior to the date on which the employee wishes to commence leave. It is further understood and agreed that due to short notice being obtained from the legal adoption agency, as to the time of adoption, or in the case of a birth of a child sooner than anticipated in the case of parental leave, a short notice from the employee concerned to the Director of Education shall be accepted.
- b) A legal adoption or parental leave shall continue for an agreed period of a minimum of six (6) weeks to a maximum of thirty-four (34) weeks. Employees shall give a minimum of four (4) weeks notice in writing, of their intent to return to work.
- c) When the employee and the Director of Education or designate agree that the leave should be less than six (6) weeks, then the Board may permit the employee to resume employment at the time agreed. An employee, who does not return to work upon the expiration of agreed leave, shall be deemed to have terminated employment.
- d) Employees returning from adoption or parental leave shall return to their former position or a comparable position, subject to Article 5 entitled "Lay Off and Recall" and be paid at the same step of the salary range as was in effect at the time of proceeding on said leave and with no loss of seniority or benefits accrued to the commencement of such leave. Being on parental or adoption leave does not constitute a break in service; therefore, seniority and rights of recall continue to accrue while an employee is taking such leave.

7.08 Compulsory Quarantine

Salary for time lost due to compulsory quarantine of an employee, when certified by the Regional Medical Health Officer, is paid time and is not chargeable to sick leave.

7.09 Leave for Public Office

- a) The Board shall allow reasonable leave of absence without pay, but without loss of seniority upon request by an employee. Such seniority is to be determined at the date the leave of absence begins, so that the employee may be a candidate in a Federal, Provincial, municipal election or an election for a school division, conseil scolaire or district health board.
- b) An employee is entitled to continue participating in any benefit plan subject to this Agreement if the employee pays contributions required by the plan.
- c) An employee who is elected to public office shall be allowed a reasonable leave of absence without loss of seniority, but with no accrual during such leave. Such seniority is to be determined at the date the leave of absence began.

7.10 Convocation / Graduation Leave

One day leave with pay shall be granted for the purposes of attending one's own, or a spouses' or child's convocation / graduation

7.11 Wedding Leave

One day leave with pay shall be granted for the purposes of attending one's own or child's wedding.

7.12 Emergency Leave

An employee may request a leave with pay to attend to an emergency beyond their control to a maximum of three (3) days in a school year. Such leave may be granted at the discretion of the Director of Education or designate. In extenuating circumstances the Director or designate may approve more than three days.

**ARTICLE 8 – STATUTORY (PUBLIC) HOLIDAYS AND VACATION LEAVE**

8.01. Statutory (Public) Holiday Entitlement

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

and any other holiday proclaimed by the Federal, Provincial or Civic Government and all special holidays declared by the Board.

- b) Where a holiday falls on an employee's regularly assigned day of rest and they do not work on such day, they shall be granted an additional day off to run continuously with their regularly assigned day of rest or another day mutually agreed to by the employee and the Board.

8.02. Employees – paid hourly

a) Annual Vacation Pay Entitlement

- i) up to and including five (5) years of employment -  $\frac{3}{52}$ <sup>nds</sup> of earnings in the year;
- ii) in the sixth (6<sup>th</sup>) year of employment, and up to and including fifteen (15) years of employment -  $\frac{4}{52}$ <sup>nds</sup> of earnings in the year;
- iii) in the sixteenth (16<sup>th</sup>) year of employment and up to and including twentieth (20) years of employment -  $\frac{5}{52}$ <sup>nds</sup> of earnings in the year; and
- iv) in the twenty-first (21<sup>st</sup>) year of employment and in every year of employment thereafter  $\frac{6}{52}$ <sup>nds</sup> of earnings in the year.

b) Payment

- i) The rates of pay identified in the applicable schedule are exclusive of vacation pay and statutory holiday pay for those employees paid on an hourly basis except as noted in the schedules.
- ii) Employees shall be paid the annual statutory holidays identified in 8.01 at their daily regular rate of pay in accordance with their employment FTE calculation.

8.03. Employees - paid monthly

a) Annual Vacation Pay Entitlement

- i) Three (3) weeks vacation leave after the first (1<sup>st</sup>) year and in each year of employment thereafter up to and including five (5) years of employment;
  - ii) Four (4) weeks vacation leave in the sixth (6<sup>th</sup>) year of employment and in each year of employment thereafter, up to and including fifteen (15) years of employment;
  - iii) Five (5) weeks vacation leave in the sixteenth (16<sup>th</sup>) year of employment and up to and including twenty (20) years of employment; and
  - iv) Six (6) weeks vacation leave in the twenty-first (21<sup>st</sup>) year of employment and in every year of employment thereafter.
- b) Vacation leave shall be prorated for employees, who, in the year of employment, work less than twelve (12) months, by the same ratio that the actual months, or major portion thereof, worked by the employee bears to twelve. (e.g. for an employee who works 10 months, 3 weeks = 13 days, 4 weeks = 17 days, 5 weeks = 21 days and 6 weeks = 25 days)
- c) Vacation and Holiday Pay
 

The rates of pay identified in the applicable schedule are inclusive of vacation pay and statutory holiday pay for those employees paid on a monthly basis.
- d) Scheduling Vacation
  - i) Employees who work on a twelve (12) month basis shall take their annual vacation in the months of July and August except when otherwise mutually agreed between the employee and the Director of Education or designate, as applicable. Calendar year employees, subject to operational needs, shall be granted one (1) week of vacation leave during the school year at a time preferred by the employee. Annual vacation entitlement shall be used beginning in September, and must be used by August 31<sup>st</sup>, unless other arrangements have been approved.
  - ii) Employees who work on a twelve (12) month basis shall be entitled to carry over a maximum of ten (10) vacation days to the following calendar year and must be taken during the same year. Vacation requests shall be made to the employee's appropriate Supervisor and shall be approved subject to operational needs.
  - iii) Employees who work on the academic year basis shall take their annual vacation during school holidays at Christmas and Easter and during conventions, institutes and other teacher holidays and where additional days of vacation exist, on such other days as may be arranged between the principal and the employee.
  - iv) If a holiday falls or is observed during an employee's vacation an additional day of vacation shall be granted for each such holiday in addition to his/her regular vacation time.
- e) Deferred Vacation due to Illness
 

In the event of illness during the vacation of an employee identified in Article 8.02 entitled "Employees - paid monthly", the employee may, subject to the approval of the Director of Education or designate, be allowed a deferred vacation subject to the following:

  - i) sick leave may be substituted for holidays in exceptional circumstances if the employee can prove sickness for more than three (3) working days at one time while on vacation;
  - ii) the employee shall produce a doctor's certificate substantiating the illness;

- iii) each individual case will be considered on its merits; and
- iv) unless otherwise mutually agreed, employees will return to work at the end of their normal vacation period.

#### 8.04. Notice of Entitlement of Vacations

It is further agreed that this Article shall serve as the notice of entitlements of vacations as prescribed by *The Saskatchewan Employment Act*.

### **ARTICLE 9 – STAFF EVALUATION**

When a review of an employee's work performance is made, the employee concerned shall be given the opportunity to read such review. The employee shall be required to sign an acknowledgement that they have been given an opportunity to read the performance review and shall be provided a copy. Such signature shall not constitute an agreement with the contents of the review.

The employee shall have the right to respond in writing to such review within fourteen (14) days and such response shall become part of the record.

### **ARTICLE 10 - DISCIPLINE**

#### 10.01 Discipline

- a) An employee shall have the right to have a Union representative present when meeting with the Board or its representative. When the Director of Education or designate intends to interview the employee for disciplinary purposes the employee shall be notified four (4) hours in advance of the interview so the employee may contact his Union representative.
- b) It is understood that a staff evaluation document does not constitute a disciplinary document under the meaning of Article 10.01, however it may be used as information to begin the discipline process if improvement does not occur.
- c) Subject to Article 4.04 entitled "Probation/Trial Period" and Article 11.02 a) entitled "Bus Drivers - Failure to Maintain Qualifications", an employee may be dismissed only for just cause and only upon the authority of the Board.
- d) The employee and the Union shall be advised promptly in writing by the Director of Education or designate, of the reason for such suspension or dismissal.
- e) The Board agrees to administer discipline in accordance with the principles of progressive discipline.

#### 10.02 Progressive Discipline

The process of progressive discipline is not intended as a punishment for an employee, but to assist the employee to overcome performance problems and satisfy job expectations. Progressive discipline is most successful when it assists an individual to become an effectively performing member of Holy Trinity RCSSD #22. Failing that, progressive discipline enables the Division to fairly, and with substantial documentation, terminate the employment of employees who are ineffective and unwilling to improve.

The parties to this Agreement recognize the principles of progressive discipline:

- 1) verbal warning

- 2) written warning
- 3) suspension
- 4) dismissal

#### 10.03 Removal of Discipline

Disciplinary verbal and written reprimands shall be removed from an employee's personnel file after a period of twenty-four (24) months following the date of the most recent discipline.

For all other disciplinary matters, the employee may apply to the Director of Education or designate, to have any disciplinary-related document removed from his or her personnel file after a period of twenty-four (24) months following the date of the discipline, provided that during this period no subsequent disciplinary documents are placed in the employee's file. The Employer shall have sole discretion to determine if these disciplinary documents are removed from the employee's file.

In situations involving discipline for proven matters of a more serious nature such as sexual harassment, violence, theft or safety violations, the disciplinary letters shall not be removed from the personnel file.

### **ARTICLE 11 - WORKING CONDITIONS**

#### 11.01 General

##### a) Weekly Days Off

Every employee shall receive two (2) full days off each week unless otherwise expressly agreed.

##### b) Payment of Wages

- i) The Board shall pay wages each month, on the same day on which the Certificated Teaching Staff are paid, in accordance with the applicable schedule.
- ii) Casual / substitute and terminated employees shall receive retroactive pay, or pay in lieu of retroactive pay only if written application is made to the Division office.
- iii) For the purpose of converting monthly rates of pay in the applicable schedules, the monthly rate shall be multiplied by twelve (12), then divided by fifty-two (52) to obtain the weekly rate, then divided by the full-time equivalent weekly hours for the applicable classification.

##### c) Personnel Files

###### i) Statement of Access

An employee's personnel file maintained by the Board shall be available for examination by the employee with a CUPE representative, if requested, in accordance with the procedures set out herein.

###### ii) Guidelines

Requests by employees to examine their personnel file shall be directed in writing to the Director of Education or designate, and procedures to carry out this examination will be in keeping with those outlined by The Local Authority Freedom of Information and Protection of Privacy Act and The Freedom of Information and Protection of Privacy Act.

###### iii) Procedures

- A) Upon receiving a written request, the Director of Education or designate, shall arrange a mutually satisfactory time for the employee to examine the personnel file.
- B) The personnel file shall be examined in the presence of the Director of Education or designate.
- C) The presence of any documents submitted in confidence shall be identified to the employee.
- D) Subject to Subsection 31(2) of *The Freedom of Information and Protection of Privacy Act* and Subsection 30(2) of *The Local Authority Freedom of Information and Protection of Privacy Act* 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.
- E) The personnel file may not be removed from the Division Office, but the contents may be copied at the employee's expense.
- F) Materials examined by the employee may be amended or removed with the mutual consent of the Director of Education or designate and employee.
- G) 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 file.
- H) 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.

d) Duties to Accommodate

Accommodation of employees within the workplace is a shared responsibility among the Board, the Union and the employee.

In circumstances where an employee may be unable to perform the regular duties of his / her position due to a medically documented mental or physical disability, the Board and the affected employee will meet to discuss and exchange all relevant information regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee.

In the event that an accommodation is required, the Board, the Union and the employee shall work together to consider how the employee's disability can be accommodated and the affected employee shall participate and cooperate fully in the process.

e) In City Travel Allowance

Notwithstanding Article 11.03 (e) – “Caretakers – In City Travel Allowance”, employees will be reimbursed for required in-city travel according to the Compendium of Rates maintained by the Employer.

## 11.02 Bus Drivers

a) Failure to Maintain Qualifications

A driver who fails to:

- i) maintain the required driver's license and who drives a Board vehicle shall be deemed to have been terminated.



- ii) comply with subsection 3(a) of *The School Bus Operating Regulations, 1987*, under *The Highway Traffic Act*, shall be deemed to have been terminated.
- iii) comply with other sections of *The School Bus Operating Regulations, 1987*, under *The Highway Traffic Act*, may be subject to dismissal.

b) Hours of Work

The daily responsibilities of a driver include time for cleaning, servicing, maintenance, warm up, fuel up and inspection as required by the Highway Traffic Board and are from the time shown on the drivers pick up and drop off schedule from time of first pick up to school terminal and from time of leaving school to final drop point.

i) A regular run is defined as follows:

- A) In the case of a home to school run, it shall mean leaving from the compound or home with the bus, picking up a load of students, dropping them off at school and returning to the point of origin or to the beginning of the next run.
- B) In the case of a school to home run, it shall mean leaving from the compound or home, picking up a load of students at school, delivering them at home and returning to the point of origin or to the beginning of the next run.

ii) Charters shall be paid as follows:

IN-CITY RUNS:

- any one-way run = 1 hour
- any two-way run = 2 hours
- any two way run occurring between the hours of 9:00 and 11:30 a.m. or 12:30 and 3:00 p.m., where the driver stays with the group (e.g. swimming program) - 2.5 hours

In no instance, shall a driver receive more than 2.5 hours charter run pay for work occurring between the hours of 9:00 - 11:30 a.m., or 2.5 hours charter run pay for work occurring between the hours of 12:30 - 3:00 p.m.

OUT OF CITY RUNS:

- where the driver stays with the group = actual time
- where the driver drops the group off, returns to base, and picks up at a later time four (4) hours (which is the maximum charter run pay allowable for that day).

iii) Full Time Equivalent

Six (6) regular runs per day shall be deemed a full time equivalent position.

c) School Bus Safety Programs

Bus drivers who perform the school bus safety program shall be compensated at a rate of one (1) charter hour per class taught.

d) Cancellation of Bus Regular Routes

In the event that bus regular routes are cancelled, bus drivers shall be compensated the daily rate.

### 11.03 Caretakers & Cleaners

#### a) Square Footage / Staffing

- i) The number of caretakers/cleaners required for a school shall be determined by dividing the square footage of the school by twenty thousand (20,000) square feet. Additional staff shall not be added until the square footage per caretaker/cleaner exceeds twenty-one thousand (21,000) square feet. The monthly wage of part time caretakers/cleaners shall be determined by multiplying the wage for full time caretakers/cleaners by the fraction obtained by dividing the square footage for which the caretaker/cleaner is responsible by twenty-one thousand (21,000) square feet.
- ii) The Board may exceed the number of caretakers/cleaners required for a particular school as calculated according to the above formula if in the Board's opinion special circumstances warrant it.
- iii) Any caretaker/cleaner who has given good and faithful service to the Board and who, through advancing years or temporary disablement, is unable to perform his/her regular duties, shall be given the preference, if capable of performing any light work available, at the salary payable at the time for the position to which he/she is assigned.
- iv) Where the Board deems that it is necessary to place a caretaker/cleaner on a split shift, the shifts are to be worked in eight (8) hours or less inside of a twelve (12) hour period.
- v) A shift differential bonus shall be paid in accordance with "B" entitled "Caretakers and Cleaners" per shift for a caretaker/cleaner when his/her shift keeps him/her on duty after 7:00 p.m.
- vi) Where the Board deems it necessary it may appoint a head caretaker for a school.

#### b) Adjustment Notification of Square Footage

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

#### c) Replacements of Caretakers & Cleaners

The Board agrees that in the event of a caretaker or a cleaner being absent from school due to illness, holidays and other Board approved leaves, that the Board will provide a replacement, if deemed necessary, subject to the following:

- i) where an absence is anticipated to be less than twenty (20) working days, the time will be made up by first offering current cleaners as per the applicable list, additional hours of work pursuant to Article 11.03 d) entitled "Caretakers - Scheduling"; otherwise a substitute will be provided;
- ii) where an absence of a Head Caretaker, is greater than six (6) working days but less than twenty (20) working days the time will be made up by appointing, on a temporary basis, the next senior person in that school to the vacant position; and
- iii) where an absence, including a Head Caretaker position, is greater than twenty (20) working days, the position will be posted as a temporary vacancy.
- iv) the cleaners shall be placed on the applicable list in (i) above upon request to the Director of Education or designate, and shall advise the Director of Education or designate, when they are no longer available. Cleaners, who are not available for

three (3) consecutive calls, shall meet with the Director of Education or designate, and a representative of the Union to determine whether they shall remain on the list. It is understood that additional hours can be worked only after regular assigned hours have been fulfilled.

d) Scheduling of Caretakers & Cleaners

The days to be worked and the daily hours of work of a caretaker or a cleaner shall be determined by the Director of Education or designate, including starting time, lunch and "coffee" breaks and finishing times, and shall be communicated to the employee subject to the following:

i) Hours of Work – Caretakers & Cleaners

Full time hours shall be eight (8) hours in a given day or forty (40) hours in a given week. In the months of July and August the work week shall be thirty-seven and one-half (37.5) hours for caretakers hired prior to June 30th, 2000.

ii) Summer Supervision by Caretakers

Caretakers who co-ordinate summer employees during July and August shall receive the Summer Coordinator Premium identified in Schedule "B" entitled "Caretakers and Cleaners" for the period of time they are responsible for the summer students.

iii) Overtime – Group II Employees

Hours worked in excess of eight (8) hours in a given day or forty (40) hours in a given week shall be considered as overtime and shall be compensated at one and one-half (1.5) times the regular base rate or its hourly equivalent. Any such overtime hours shall be authorized in advance by the Director of Education or designate.

iv) Scheduled Leaves and Overtime – Caretakers & Cleaners

Where a caretaker or a cleaner has been absent from work on approved leave of absence or sick leave and where the hours of such leave plus hours worked in a given week exceed forty (40) hours, the hours in excess of forty (40) shall be paid at overtime rates and subject to authorization as above.

v) Expansion of Hours – Caretakers & Cleaners

Employees who work less than the full-time hours prescribed in Schedule "B" entitled "Caretakers and Cleaners" and Article 11.03 d) i) entitled "Caretakers - Scheduling - Hours of Work" may have their hours expanded to those prescribed in Schedule "B" entitled "Caretakers and Cleaners" without entitlement to overtime rates. The Director of Education or designate, shall authorize such expanded hours in advance.

vi) Minimum Call-back Time

Every employee who is called back and requested to work outside his/her regular working hours shall be compensated at overtime rates for a minimum of three (3) hours for each such call-back. This Article does not apply in the case of pre-arranged, mutually agreed substitutions of hours or scheduled overtime.

vii) Rest Periods

Full time employees shall be allowed a fifteen (15) minute rest period in the morning and a fifteen (15) minute rest period in the afternoon. One-half (.5) time employees shall be allowed a fifteen (15) minute rest period.

e) In City Travel Allowance

The Board agrees to incorporate caretakers into its "Compendium of Rates" regarding in-city travel allowance.

11.04 Support Staff

a) Itinerant Travel

i) General

Employees who are required to work in more than one school during any one-half (0.5) day period will be compensated in accordance with Schedule "A" entitled "Support Staff" for each move.

ii) Computer Technicians & Network Administrators

Computer technicians and network administrators shall receive reimbursement for use of their personal vehicle for in-city travel based on kilometers traveled according to the Compendium of Rate maintained by the employer. An appropriate travel log will be provided by the employer for monthly completion and reimbursement request.

b) Educational Assistants

i) Scheduling Changes

Where changes in scheduling for Educational Assistants, as determined in accordance with Article 11.04 c) entitled "Scheduling - Support Staff", are necessary during the school year, it is agreed that 5 working days notice will be given to the affected employee.

c) Scheduling – Support Staff

The days to be worked and the daily hours of work of support staff personnel shall be determined by the Director of Education or designate, including starting time, lunch and "coffee" breaks and finishing times, and shall be communicated to the employee subject to the following:

i) Expansion of Hours – Support Staff

Employees who work less than the full-time hours prescribed in Schedule "A" entitled "Support Staff" may have their hours expanded to those prescribed in Schedule "A" entitled "Support Staff" without entitlement to overtime rates. The Director of Education or designate, shall authorize such expanded hours in advance.

ii) Minimum Call-back Time

Every employee who is called back and requested to work outside his/her regular working hours shall be compensated at overtime rates for a minimum of three (3) hours for each such call-back. This article does not apply in the case of pre-arranged, mutually agreed substitutions of hours or scheduled overtime.

iii) Rest Periods

Full time employees shall be allowed a fifteen (15) minute rest period in the morning and a fifteen (15) minute rest period in the afternoon. One-half (.5) time employees shall be allowed a fifteen (15) minute rest period.

iv) Overtime – Group I Employees

Hours worked in excess of seven and one-half (7.5) hours in a given day or thirty-seven and one-half (37.5) hours in a given week shall be considered as overtime and shall be compensated at one and one-half (1.5) times the regular base rate or its hourly equivalent. The Director of Education or designate, shall authorize any such overtime hours in advance.

v) Days to be Worked – Support Staff

A) Educational Assistants and Noon Supervisors

Educational Assistants and Noon Supervisors work on days when the students are in school, Faith Retreat Day and additional days as required by the School Division.

B) School Administrative Assistants and Library Assistants

School Administrative Assistants and Library Assistants shall begin work five (5) working days immediately prior to teachers first day of work.

**ARTICLE 12 – EMPLOYEE BENEFITS**

a) Employee Benefits Plan

The SSBA Group Benefits Plan will operate as follows:

Benefit	Premium
i) Life insurance Plan B	Board 100%
ii) Accidental death and dismemberment	Board 100%
iii) Long term disability	Board 100%
iv) Dental Plan B	Board 50% Employee 50%
v) Extended Health Plan (Effective Jan. 2010)	Board 100%
vi) Vision Plan A	Board 50% Employee 50%

b) MEPP Participation

All permanent employees, as stipulated in The Municipal Employee's Superannuation Act shall participate in the pension plan, and said employees shall be subject to the requirements of the legislation and shall make the necessary contributions as required therein. Temporary employees shall be offered the option to participate in the pension plan.

c) Workers' Compensation Supplement

If an employee is prevented from performing his/her regular work with the Board on account of an occupational accident that is recognized by The Workers' Compensation Act, 1979 or other applicable legislation, the Board will supplement

the award made by the Workers' Compensation Board or other applicable body, for the loss of wages to the employee for a period not exceeding ninety (90) calendar days by such an amount that the award for loss of wages, together with the Board's supplement will equal one hundred percent (100%) of the employee's regular wages. Beginning on the ninety first (91) day, the top up portion may, at the employee's request, be taken from the employee's sick bank until it is depleted.

d) Retirement Gratuity

An employee who wishes to retire shall provide the Board with eight (8) weeks written notice.

- i) Employees who have ten (10) years of service in our Division, and who are eligible to retire under the rules of the Municipal Employees' Pension Plan are deemed to be eligible to receive the retirement gratuity stipulated in this Article.
- ii) For the purposes of iv) below, a year of service shall be based upon the full time hours for each classification as identified in the applicable schedule. Employees who work less than the full time hours of work for their classification in any given year shall have their annual service credit prorated accordingly (.5 = 3 days; .75 = 4.5 days). The amount of the retirement gratuity shall be calculated as follows:  
Number of accrued days  
x full time hours in a service credit day for the classification  
x the hourly rate of pay at retirement
- iii) An employee retiring early for reasons of ill health may be required to produce a certificate from a duly qualified medical practitioner certifying that such an employee is unable to carry out his/her duties due to ill health.
- iv) A retirement gratuity, which accumulates at a rate of six (6) days per year of service to a maximum of eighty (80) days, shall be granted to employees after ten (10) years of service who retire early for reasons of ill health and to those who retire at an age of fifty-five (55) or over.

e) Recognition of Experience

The period of years of employment credit for purposes of this Agreement shall be prorated for those employees hired after January 27<sup>th</sup>, 1997 who work less than the full time equivalent hours identified in the applicable schedule.

## **ARTICLE 13 – OCCUPATIONAL HEALTH AND SAFETY**

The Union and the Board recognize the importance of promoting the health and safety of its members and employees; and the Board recognizes its obligation to adhere to Part 3 of *The Saskatchewan Employment Act*.

Occupational Health and Safety Committees with representation from the Union shall be established and maintained as provided for in *The Saskatchewan Employment Act*.

## **ARTICLE 14 – TECHNOLOGICAL CHANGE**

The Board and the Union shall adhere to the technological change requirements of Division 10 of *The Saskatchewan Employment Act*.

## **ARTICLE 15 - TERM OF AGREEMENT**

### **15.01 Duration of Agreement**

This Agreement, unless by mutual consent of both parties hereto, shall be in force and effective from and after January 1st, 2018 up to and including December 31st, 2019, and from year to year thereafter unless notification of desire to amend or terminate be given in writing.

### **15.02 Written Notice**

Either party may, not less than thirty (60) calendar days or more than sixty (120) calendar days before the expiry date hereof, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.

**SCHEDULE “A” – SUPPORT STAFF  
EFFECTIVE JANUARY 01, 2018**

	Step 1	Step 1	Step 2	Step 2	Step 3	Step 3	Step 4	Step 4
Hours in Each Step	0-650	0-650	651-1950	651-1950	1951-3900	1951-3900	3901+	3901+
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Division Office Accountant **	3,879.62	22.39	4,267.40	24.62	4,526.53	26.12	4,783.75	27.6
Division Office Clerk **	2,997.99	18.45	3,203.03	19.71	3,409.78	20.99	3,616.54	22.25
Educational / Nutrition / Speech Assistant		17.62	n/a	18.81	n/a	19.37	n/a	20.59
^^Computer Technician 1 **	4,143.27	23.9	4,603.62	26.56	4,902.69	28.29	5,180.18	29.89
^^Network Administrator **	5,099.41	29.42	5,453.33	31.46	5,872.01	33.88	6,166.78	35.58
Interpreter Assistant		21.77	n/a	24.32	n/a	26.88	n/a	29.44
Library Assistant ** (Schools)	2,863.60	17.62	3,056.57	18.81	3,147.89	19.37	3,346.04	20.59
Library Assistant Division Office	2,863.60	17.62	3,056.57	18.81	3,147.89	19.37	3,346.04	20.59
Library Technician ** (Division Office)	3,149.62	19.38	3,986.98	24.54	4,104.14	25.26	4,217.86	25.96
Noon Supervisor - 1 Hour		n/a	n/a	n/a	n/a	n/a	n/a	17.62
Noon Supervisor - 1 Hour Fifteen Minutes		n/a	n/a	n/a	n/a	n/a	n/a	22.03
Noon Supervisor - 1 Hour Twenty Five Minutes		n/a	n/a	n/a	n/a	n/a	n/a	25.03
Nurse Therapist Assistant		17.6	n/a	18.43	n/a	20.11	n/a	21.78
Nurse Therapist - LPN		28.41	n/a	29.42	n/a	30.41	n/a	31.14
Nurse Therapist - RN		32.24	n/a	33.34	n/a	34.13	n/a	34.90
School Administrative Assistant **	3,054.44	17.62	3,260.28	18.81	3,357.69	19.37	3,569.04	20.59
Administrative Assistant (CEC) **	2,863.60	17.62	3,056.57	18.81	3,147.89	19.37	3,346.04	20.59
School Counsellor	5,366.55	37.66	5,500.50	38.60	5,638.7	39.57	5,778.38	40.55

Itinerant Travel - daily rate per move                    4.23  
 Casual / Substitute Rate    17.62  
 Casual /Substitute Rate - Nurse Therapist                21.32

\*\* Vacation time is paid as per Article 8

^^These are “Group II” employees and therefore refer to page 33 “Steps” for the correct hours in each step.

Note 2 – All new employees shall start at Step 1 of the above schedule as applicable.



**SCHEDULE "A" – SUPPORT STAFF  
EFFECTIVE JANUARY 01, 2019**

	Step 1	Step 1	Step 2	Step 2	Step 3	Step 3	Step 4	Step 4
Hours in Each Step	0-650	0-650	651-1950	651-1950	1951-3900	1951-3900	3901+	3901+
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Division Office Accountant **	3,957.21	22.84	4,352.75	25.11	4,617.06	26.64	4,879.43	28.15
Division Office Clerk **	3,057.95	18.82	3,267.09	20.10	3,477.98	21.41	3,688.87	22.70
Educational / Nutrition / Speech Assistant		17.97	n/a	19.19	n/a	19.76	n/a	21.00
^^Computer Technician 1 **	4,226.14	24.38	4,695.69	27.09	5,000.74	28.86	5,283.78	30.49
^^Network Administrator **	5,201.40	30.01	5,562.40	32.09	5,989.45	34.56	6,290.12	36.29
Interpreter Assistant		22.21	n/a	24.81	n/a	27.42	n/a	30.03
Library Assistant ** (Schools)	2,920.87	17.97	3,117.70	19.19	3,210.85	19.76	3,412.96	21.00
Library Assistant Division Office	2,920.87	17.97	3,117.70	19.19	3,210.85	19.76	3,412.96	21.00
Library Technician ** (Division Office)	3,212.61	19.77	4,066.72	25.03	4,186.22	25.77	4,302.22	26.48
Noon Supervisor - 1 Hour		n/a	n/a	n/a	n/a	n/a	n/a	17.97
Noon Supervisor - 1 Hour Fifteen Minutes		n/a	n/a	n/a	n/a	n/a	n/a	22.47
Noon Supervisor - 1 Hour Twenty Five Minutes		n/a	n/a	n/a	n/a	n/a	n/a	25.53
Nurse Therapist Assistant		17.95	n/a	18.80	n/a	20.51	n/a	22.22
Nurse Therapist - LPN		28.98	n/a	30.01	n/a	31.02	n/a	31.76
Nurse Therapist - RN		32.88	n/a	34.01	n/a	34.81	n/a	35.60
School Administrative Assistant **	3,115.53	17.97	3,325.49	19.19	3,424.84	19.76	3,640.42	21.00
Administrative Assistant (CEC) **	2,920.87	17.97	3,117.70	19.19	3,210.85	19.76	3,412.96	21.00
School Counsellor	5473.88	38.41	5610.51	39.37	5751.47	40.36	5893.95	41.36

Itinerant Travel - daily rate per move	4.31
Casual / Substitute Rate	17.97
Casual /Substitute Rate - Nurse Therapist	21.75

\*\* Vacation time is paid as per Article 8

^^These are "Group II" employees and therefore refer to page 33 "Steps" for the correct hours in each step.

Note 2 – All new employees shall start at Step 1 of the above schedule as applicable.

**FULL TIME EQUIVALENT  
HOURS OF WORK BY CLASSIFICATION:**

	<b>Per Day</b>	<b>Per Week</b>	<b>Year Type</b>
<b>Division Office Accountant</b>	8.00	40.00	Calendar
<b>Division Office Clerk</b>	7.50	37.50	Calendar
<b>Educational Assistant</b>	7.50	37.50	Academic
<b>Nutrition Assistant</b>	7.50	37.50	Academic
<b>Speech Assistant</b>	7.50	37.50	Academic
<b>Library Assistant</b>	7.50	37.50	Academic
<b>Library Technician</b>	7.50	37.50	Academic
<b>Interpreter Assistant</b>	7.50	37.50	Academic
<b>Noon Supervisor</b>	7.50	37.50	Academic
<b>Nurse Therapist (LPN &amp; RN)</b>	7.50	37.50	Academic
<b>Nurse Therapist Assistant</b>	7.50	37.50	Academic
<b>Computer Technician 1</b>	8.00	40.00	Calendar
<b>Network Administrator</b>	8.00	40.00	Calendar
<b>School Administrative Assistant</b>	8.00	40.00	Academic
<b>Division Office Admin. Assistant</b>	7.50	37.50	Academic
<b>School Counsellor</b>	8.00	40.00	Academic

Academic year employees, who are working at a school which is using an alternate school year and are monthly paid employees, shall be paid hourly rates for the months of August and June.

**SCHEDULE “B” – CARETAKER / CLEANING STAFF  
EFFECTIVE JANUARY 01, 2018**

Hours in each Step	Step 1	Step 1	Step 2	Step 2	Step 3	Step 3	Step 4	Step 4
	0-693	0-693	694-2080	694-2080	2081-4160	2081-4160	4161+	4161+
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
<b>Caretaker **</b>	3,164.77	18.26	3260.28	18.81	3357.69	19.37	3569.11	20.59
<b>Cleaner **</b>	3,054.50	17.62	3100.46	17.88	3146.4	18.16	3194.18	18.43

<b>Casual / substitute / Substitute Rate (Note 1)</b>	n/a	17.62
<b>Summer Employee Rate</b>	n/a	11.67
<b>Head Caretaker Allowance</b>	128.14	n/a
<b>Shift Differential - Caretaker (per shift)</b>	n/a	6.3
<b>Shift Differential - Cleaner (per shift)</b>	n/a	4.61
<b>Summer Employee Coordinator Allowance</b>	109.73	n/a

**SCHEDULE “B” – CARETAKER / CLEANING STAFF  
EFFECTIVE JANUARY 01, 2019**

Hours in each Step	Step 1	Step 1	Step 2	Step 2	Step 3	Step 3	Step 4	Step 4
	0-693	0-693	694-2080	694-2080	2081-4160	2081-4160	4161+	4161+
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
<b>Caretaker **</b>	3,228.07	18.63	3,325.49	19.19	3,424.84	19.76	3,640.49	21.00
<b>Cleaner **</b>	3,115.59	17.97	3162.47	18.24	3209.33	18.52	3258.06	18.80

<b>Casual / substitute / Substitute Rate (Note 1)</b>	n/a	17.97
<b>Summer Employee Rate</b>	n/a	11.90
<b>Head Caretaker Allowance</b>	130.70	n/a
<b>Shift Differential - Caretaker (per shift)</b>	n/a	6.43
<b>Shift Differential - Cleaner (per shift)</b>	n/a	4.70
<b>Summer Employee Coordinator Allowance</b>	111.92	n/a

**Full Time Equivalent – Caretaker / Cleaning Staff**

**Hours of Work by Classification:**

	Per Day	Per Week	Year Type
<b>Caretaker</b>	8.00	40.00	Calendar
<b>Cleaner</b>	8.00	40.00	Calendar

**SCHEDULE "C" - BUS DRIVERS / VAN DRIVER**

**EFFECTIVE JANUARY 01, 2018**

<b>Bus Driver</b>	
Daily Rate	83.82
Charter Run - per hour	15.06
FULL TIME EQUIVALENT	
	Per Day
Daily Runs Driven	6
Year = Academic	

**SCHEDULE "C" - BUS DRIVERS / VAN DRIVER**

**EFFECTIVE JANUARY 01, 2019**

<b>Bus Driver</b>	
Daily Rate	85.50
Charter Run - per hour	15.36
FULL TIME EQUIVALENT	
	Per Day
Daily Runs Driven	6
Year = Academic	

## STEPS

### GROUP I EMPLOYEES:

- Admin. Assistants (Schools & Div. Office)
- Nurse Therapist (RN & LPN)
- Division Office Clerk
- Educational Assistants
- Interpreter Assistant
- Library Assistants
- School Counsellor
- Library Technician
- Nurse Therapist Assistant
- Nutrition Worker
- Speech Assistants
- Other positions as determined

### GROUP I EMPLOYEES

Step 1	0 – 650 hours
Step 2	651 – 1,950 hours
Step 3	1,951 – 3,900 hours
Step 4	3,901+ hours

### GROUP II EMPLOYEES:

- Caretakers
- Cleaners
- Computer Technicians & Network Administrator
- Division Office Accountant
- Other positions as determined


### GROUP II EMPLOYEES

Step 1	0 – 693 hours
Step 2	694 – 2,080 hours
Step 3	2,081 – 4,160 hours
Step 4	4,161+ hours

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS 28<sup>th</sup> DAY OF JUNE, DECMEBER, 2018.

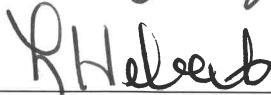
EXECUTED ON BEHALF OF THE BOARD OF THE HOLY TRINITY ROMAN CATHOLIC SEPARATE SCHOOL DIVISION NO.22:

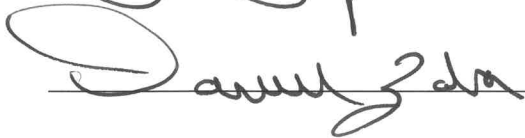
EXECUTED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO.5506:

  
Chair of the Board



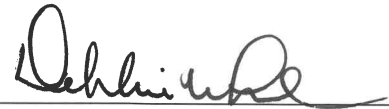






















A LETTER OF UNDERSTANDING #1  
BETWEEN  
THE BOARD OF EDUCATION OF THE HOLY TRINITY ROMAN CATHOLIC  
SEPARATE SCHOOL DIVISION NO.22 OF SASKATCHEWAN  
(Hereinafter called the "Board")  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO.5506  
(Hereinafter called the "Union")

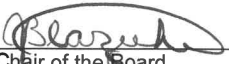
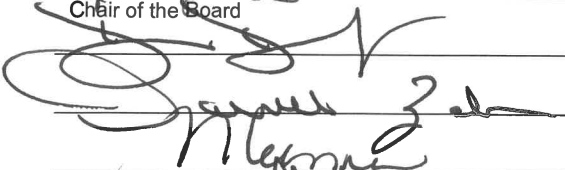
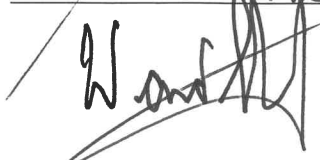
The parties to this Letter of Understanding hereby agree to the establishment of an Employer / CUPE Liaison Committee. The Committee shall:


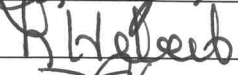





- a. be comprised of a maximum of eight (8) Board designates and a maximum of eight (8) CUPE representatives;
- b. establish its terms of reference and mandate and review as necessary;
- c. meet as required during the school year to discuss items of mutual concern;
- d. not supersede the activities of any other committee of the Union or of the Board, and does not have the power to bind either the Union or its members or the Board to any decisions or conclusions reached in their discussions;
- e. shall make recommendations to their respective principals using the consensus decision making model;
- f. review and recommend market supplements to address substantiated recruitment and retention concerns;
- g. review and recommend the reclassification of positions where it can be shown that a significant change of duties has occurred.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS 28th DAY OF JUNE, 2018.

EXECUTED ON BEHALF OF THE  
BOARD OF THE HOLY TRINITY  
ROMAN CATHOLIC SEPARATE  
SCHOOL DIVISION NO.22:

EXECUTED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL NO.5506:

  
\_\_\_\_\_  
Chair of the Board  
  
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