COLLECTIVE AGREEMENT

between

The Board of Chinook School Division No. 211

and

The Canadian Union of Public Employees, Local 4754

CUPE | Canadian Union of Public Employees

September 1, 2022, to August 31, 2027

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THIS AGREEMENT MADE THIS _____ DAY OF _____AD **2024**.

BETWEEN: THE BOARD OF CHINOOK SCHOOL DIVISION NO. 211 OF SASKATCHEWAN, Hereinafter called the Employer or the Board

OF THE FIRST PART

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 4754, Hereinafter called the Union

OF THE SECOND PART

PURPOSE

It is the purpose of this Agreement, in recognizing a common interest between the Employer and the Union in promoting the utmost cooperation and friendly spirit between the Employer and its employees, to set forth conditions covering rates of pay, hours of work and conditions of employment, which have been agreed to through collective bargaining, to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances and to promote the morale and well-being of all employees.

It is also the intent and purpose of this Agreement, in recognizing a common interest between the Employer and the Union, to provide for the efficient operations of the Employer. To these ends it is recognized by the parties to this Agreement that their primary focus must be on meeting the needs of children and youth, to provide programs, services and an environment to support them in reaching their potential.

To these ends this Agreement is signed in good faith by the two parties.

ARTICLE 1 – DEFINITION

In this Agreement:

a) "Permanent Employee" is one who has completed the probationary period provided in Article 9 of this Agreement and has been appointed to a position that has been designated as permanent.

b) "Probationary Employee" is one who is serving the probationary period provided in Article 9 of this Agreement.

c) The words "employee" and "employees" herein used refers to employees covered by the terms of this Collective Agreement.

d) Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

e) A full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work the full daily and weekly hours as stated in Article 14.

f) A part-time employee is one who is regularly scheduled to work less than the full weekly hours as stated in Article 14, Hours of Work. Part-time employees shall receive all rights and benefits contained in this Collective Agreement, except as limited herein.

g) Casual/substitute employees are those who normally work less than fifteen (15) hours per week, or who work on a call-in basis and do not work a regular and recurring schedule, or employees who are hired for a term of less than **twenty** (20) consecutive days.

h) Temporary employees are those who are hired for part-time or full-time work of not more than twelve (12) months duration, **except in the case of parental leave, where the duration may be up to eighteen (18) months.**

i) The terms "qualifications" or "qualified" shall include education/training, experience and the ability necessary to perform the duties of the position.

j) Employer is the Board of Education of the Chinook School Division No. 211 of
   a. Saskatchewan.

k) 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*, (1995).

l) School Year – the period commencing on September 1 in one calendar year and ending August 31 in the next calendar year as defined in the *Education Act*, (1995).

m) Calendar Year – January 1 to December 31 of any year as defined in the *Education Act*, (1995).

ARTICLE 2 – RECOGNITION AND SCOPE

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, Local No. 4754, as the sole bargaining agent for:

- Bus drivers only in Gull Lake, Tompkins and Hazlet
- All employees in Maple Creek, Richmound and Fox Valley schools, including Maintenance Technician, Youth Worker and T.I.S. Service Centre Employees
- All employees in Leader and Burstall schools, except bus drivers
- All employees in Herbert and Hodgeville schools, except bus drivers
- All employees at the following Hutterian colonies: Estuary, Haven, Box Elder, Spring Creek, Downie Lake, Cypress, Wheatland, Norfolk, Capeland

Save and except: The Director of Education, Assistant Director of Education, the Secretary-Treasurer, Assistant Secretary-Treasurer, Executive Assistant, the Accounts Payable Administrator, the Secretary for the Administration Officers, the Accounting Clerk, the Speech-Language Pathologist, Occupational Therapists, all Superintendents, Department Managers, Central Office and Service Centre employees and teachers employed and functioning as such.

2.02 Contracting Out

Employees covered by this Agreement shall not suffer any reduction of hours or pay due to the Board hiring casual labour or contracting out work in areas pertaining to or related with the bargaining unit. Provided that the Board may engage replacement help without regard to the provisions of Article 11, entitled "Seniority" and Article 12, entitled "Vacancies and New Positions".

2.03 No Other Agreement

It is agreed that this Agreement is the only Agreement between the Employer and its employees and that it supersedes any arrangements made, or terms and conditions applicable to employees before the signing of this Agreement.

No employee within the scope of the bargaining unit shall be required or permitted to make a written or verbal agreement with the Board or its representative, which may conflict with the terms of this agreement.

2.04 Negotiation Assistance

Either party may engage assistance, which it deems as appropriate in negotiations or the settling of grievances.

2.05 Bulletin Boards

The Union shall have access to designated bulletin boards to post notices of meetings and such other notices as may be of interest to the employees in a place or places accessible to employees. E-mail may also be used to distribute information. Training will be provided where required.

2.06 Orientation

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, at a mutually agreed time of the employee and the Employer without loss of pay for a maximum of thirty (30) minutes during the Employer's scheduled orientation sessions for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union. The Employer shall provide an electronic copy of the Collective Agreement in force to the employee at the time of hire.

ARTICLE 3 – NO DISCRIMINATION OR HARASSMENT

3.01 Discrimination

The Employer and the Union agree that there will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, creed, age, colour, nationality, ancestry or place of origin, gender, sexual orientation, marital status, family status, disability, physical size or weight, political or religious affiliation, nor by reason of membership or activity in the Union.

3.02 Harassment

Harassment means any inappropriate conduct, comment, display, action or gesture by a person:

a) That either:

i) is based on race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; or

ii) adversely affects the worker's psychological or physical well-being and that the person knows or ought reasonably to know would cause a worker to be humiliated or intimidated; and

iii) constitutes a threat to the health and safety of the worker

To constitute harassment either of the following must be established:

a) repeated conduct, comments, displays, actions or gestures;

b) a single, serious occurrence of conduct, or a single, serious comment, display, action or gesture, that has a lasting harmful effect on the worker.

Harassment does not include any reasonable action that is taken by an Employer, or a manager or supervisor employed or engaged by an Employer, relating to the management and direction of the Employer's workers or the place of employment.

The Employer and Union acknowledge a shared responsibility to:

- Prevent harassment
- Promote a safe, abuse-free environment

Employees will report any alleged incident of harassment in the workplace to the Superintendent of Human Resources or designate. The Board and the Union agree that an employee shall not be disciplined or suffer any adverse consequences as a result of having submitted either a verbal or written complaint in good faith.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the right and function of the Employer to manage and direct, in all respects, the services and enterprises in which it is from time to time engaged, except as limited by a specific provision of this Collective Agreement.

ARTICLE 5 – NO STRIKES - NO LOCKOUTS

5.01 The Union will not cause or permit its members to cause, nor will any member of the Bargaining Unit take part in, any strike either sit down or stay in, or any other kind of strike either total or partial, of any of the school division's operations, during the term of this Agreement. The school division will not cause, engage in or permit a lockout either total or partial of any of its operations during the term of this Agreement.

ARTICLE 6 – UNION SECURITY

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

b) The Employer agrees to provide the Union Local with a list of all employees of the bargaining unit on or before October 15th of each year. The list will include each person's name, job title/classification, status of employment, mailing address, telephone number(s).

c) The Employer agrees to notify the secretary of the Union Local within five (5) working days of all new employees **hired including posting number** who fall within the scope of the bargaining unit, **on the first (1st) and fifteenth (15th) of each month** and within ten (10) working days of employees terminated or laid off. The Employer shall supply the Union Local with the contact information for each new employee within five (5) days of hire.

ARTICLE 7 – CHECK-OFF

7.01 The Employer agrees, upon written request of the Union accompanied by signed authorization cards, to deduct from the pay of employees, the amount of Union dues so authorized. The total sum so deducted shall be remitted by cheque to the Secretary-Treasurer of the Union not later than the 15th day of the following month. The remittance shall be accompanied by a list of all employees from whom deductions have been made along with a copy of an agreed upon monthly dues report.

ARTICLE 8 – GRIEVANCES AND ARBITRATION

8.01 A grievance shall be defined as any complaint, dispute or disagreement between the Board and the Union or any member(s) of the Union regarding the interpretation, application or alleged violation of this Agreement, or any other dispute relative to working conditions. In order to provide an orderly and prompt procedure for the settling of grievances, the board acknowledges the rights and duties of the Union in handling grievances. A Union representative may assist

any employee in the bargaining unit as required, to prepare and present a grievance in accordance with the grievance procedure.

8.02 Problem Solving Procedure

In efforts to promote harmonious relationships in the workplace, the parties recognize it is important to address any problem in an effective and timely manner. Where a problem exists that has not been resolved and is one that may give rise to a grievance, a Union representative, and the employee(s) if they so wish, are encouraged to discuss the problem in a meeting with the immediate out-of-scope supervisor in an attempt to resolve the issue. Any discussion held will be informal and without prejudice and will explore available solutions. The out-of-scope supervisor will communicate the decision to the Union and the employee(s) within seven (7) calendar days of the meeting.

If the matter is not settled satisfactorily, a Union representative, and the employee(s) if they so wish, will discuss the problem in a meeting with the Superintendent of Human Resources and, where applicable, the Superintendent of Schools, or their designates, in an attempt to resolve the issue. Any discussion held will be informal and without prejudice and will explore available solutions. The Superintendent of Human Resources or their designate will communicate the decision to the Union and the employee(s) within seven (7) calendar days of the meeting.

If the matter is not settled satisfactorily, the employee(s) may refer the matter to the Union for presentation of Step 1 of the grievance process.

Step 1 – A grievance shall not be considered unless it is presented to the Superintendent of Human Resources, in writing, within thirty (30) working days from the day the employee becomes aware of the grievance. The Superintendent of Human Resources shall render a decision, in writing, within ten (10) working days of the receipt of the grievance.

Step 2 – Failing satisfactory settlement in Step 1, the grievance may be referred to the Director of Education, or designate but if referred, it must be referred in writing within ten (10) working days after receipt of the decision of the supervisor reached in Step 1. The Director of Education or designate shall render a decision, in writing, within ten (10) working days of receipt of the grievance.

Step 3 – Failing satisfactory settlement in Step 2, the Union may refer the grievance in writing to the Personnel Committee of the Employer within ten (10) working days after receipt of the decision of the Director of Education or designate in Step 2. The Personnel Committee of the Employer shall render a decision, in writing, within ten (10) working days of receipt of the grievance.

Step 4 – Failing a satisfactory settlement being reached in Step 3, the Union may refer the difference or dispute to a Board of Arbitration within fifteen (15) working days subsequent to receipt of the decision of the director of Education or designate.

8.03 The party requesting arbitration shall notify the other party of the name of their appointee to an Arbitration Board. Within ten (10) working days of receipt of such written notice, the party so notified will notify the other party of **their** appointee to the Arbitration Board. The two **(2)** appointees shall meet as soon as practical; but unless otherwise agreed between the Employer and the Union, within a period of ten (10) working days and jointly select a **Chairperson.**

8.04 If the appointees cannot agree upon a **Chairperson** or fail to do so, they shall jointly request the Chairperson of The Saskatchewan Labour Relations Board to appoint a qualified person to act as **Chairperson** of the Arbitration Board.

8.05 The Arbitration Board shall not have jurisdiction to alter, add to, subtract from this Agreement or to substitute any new provisions in lieu thereof or to give any decision inconsistent with the terms of this Agreement.

8.06 The decision of the Arbitration Board shall be final and binding on both parties. Each party shall bear the expenses of its appointee and the Employer and the Union shall equally bear the fee and expenses of the **Chairperson.**

8.07 The time limits specified above may be extended by written Agreement of the Employer and the Union.

8.08 Representatives of the Union shall not suffer any loss of regular straight time pay for time involved in grievance meetings with the Employer at Step 1, Step 2 or Step 3. The Employer will cooperate with the Union in its investigation of a grievance insofar as it will not hinder the operations of the school or contravene Employer policy. The Union recognizes that each Union Officer or designate is employed by the Employer and shall not leave work during working hours to perform Union duties without first notifying the Employer.

8.09 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when meeting with the Employer with respect to the Grievance Procedure.

ARTICLE 9 – PROBATION

9.01 A new employee shall be on probation for a working period of ninety (90) working days from the date of hire. An employee shall be evaluated as close as possible to midterm [**forty-five (45)** working days] or within twelve (12) calendar months, whichever is less. The evaluation will be reviewed with the employee,

and they shall receive a copy of the evaluation. An employee's probationary period may be extended up to an additional **sixty** (60) calendar days by mutual Agreement between the parties.

A new employee shall not accumulate seniority while on probation. However, upon successful completion of probation, the employee's seniority date shall be the date on which the employee last entered the service of the Employer.

9.02 During the probationary period for new hires they shall be entitled to all rights and benefits of the Collective Agreement, except their employment may be terminated for reasons of unsuitability. A probationary employee whose employment has been terminated may request a meeting with Human Resources. The employee with a representative of the Union and the employee's management supervisor shall have the right to attend such meeting.

ARTICLE 10 – TERMINATION, DISMISSAL, AND DISCIPLINE

10.01 Notice Requirements - Except for just cause, an employee who has been in the employ of the Chinook Board for at least three (3) continuous months may have their employment terminated by the Board in accordance with the following:

i) One (1) week's written notice, if the period of employment is less than one (1) year;

ii) Two (2) weeks' written notice, if the period of employment is one (1) year or more but less than three (3) years;

iii) Four **(4)** weeks' written notice if the period of employment is three (3) years or more but less than five (5) years;

iv) Six (6) weeks' written notice if the period of employment is five (5) years or more but less than ten (10) years;

v) Eight (8) weeks' written notice if the period of employment is ten (10) years or more.

10.02 a) Except for cases of gross misconduct, the parties agree to the principles of progressive discipline.

- Formal verbal warning(s)
- Written warning(s)
- Progressive Suspension
- Termination

b) An employee, considered by himself to be wrongfully discharged or suspended shall be entitled to a hearing under Article 8, Grievances and Arbitration, except as may be restricted by Article 9, Probation.

c) When **an** employee is to be given a disciplinary suspension or is to be discharged for just cause the Employer will notify that employee of their right to have a Union officer or designate present when such action is taken.

10.03 Written Reasons

An employee shall be advised promptly, in writing, of the reasons for disciplinary action up to and including discharge and a copy of the written reasons shall be provided to the Union.

10.04 **Upon request, w**ritten disciplinary reprimands or warnings shall be removed from an employee's file after a period of twenty-four (24) months without any further disciplinary action taken. Written records of disciplinary suspensions shall be removed from an employee's file after a period of thirty-six (36) months without any further disciplinary action taken.

10.05 Upon making arrangements with the Superintendent of Human Resources, employees may review their personnel file at a time mutually agreed between the employee and Human Resources.

ARTICLE 11 – SENIORITY

11.01 Subject to Article 9, Probation, seniority shall be determined on the basis of continuous service accumulated commencing from the first (1) date of hire to a permanent position with the Chinook School Division No. 211 or previous legacy school divisions. Normal interruptions during the scheduled school breaks shall not constitute a break in service.

11.02 Seniority rights shall be exercised in accordance with the provisions of the Collective Agreement.

11.03 The Employer agrees to post an up-to-date seniority list no later than March 31st of each year. In the absence of any protest **before April 30th,** the seniority list shall be deemed to be correct. Upon proof of error, the Employer will immediately revise the seniority list. Copies of the seniority list and revisions shall simultaneously be forwarded to the secretary of the Union Local.

11.04 Loss of Seniority

An employee shall only lose seniority rights and all rights and benefits shall cease in the event of:

- Discharge for just cause unless reinstated;
- Resignation or voluntarily leaving the service of the Employer;
- Failure to notify the Employer of **their** intention to return to work within five (5) working days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address. If the employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such employee;
- A continuous layoff in excess of **twenty-four (24)** months;
- Retirement from the employ of the Employer;

11.05 An employee who works less than ten (10) working days during the school year will have their start date adjusted accordingly (i.e. an employee with a start date of September 1, 2000, who works less than ten days in a year would then have an adjusted start date of September 1, 2001).

11.06 Casual /Substitute/Temporary Employees

Should a casual or substitute employee apply for and be appointed to a permanent position, upon the successful completion of the probationary period as per Article 9.01, all CUPE positions hours worked since January 1, 2010, shall be credited to their most recent date of hire.

The number of days credited shall be calculated by dividing the number of accumulated hours by seven (7). The resulting number of days shall be added to date of appointment to the permanent position to establish the employee's 'date of hire'. Such seniority shall not be used for determining incremental stages.

11.07 Employee's Applying to Non-Unionized Positions

Employee's applying for and successfully being appointed to non-unionized positions within the Chinook School Division, shall have their bargaining unit seniority maintained, however, will forfeit all rights and benefits for a period of **twenty-four (24)** months. If the employee does not reapply and accept a position within the bargaining unit prior to the ending of that period, they shall lose their seniority rights and all rights and benefits as per Article 11.04.

ARTICLE 12 – VACANCIES AND NEW POSITIONS

12.01 a) Role of Seniority in Promotions and Transfers: In filling posted vacancies selection shall be in order of seniority provided that the senior applicant has the required qualifications.

Provided there are no qualified internal permanent candidates, whenever possible, posted vacancies shall be filled by qualified casual employees within the bargaining unit.

Proximity to route shall be a consideration when filling new bus driver positions.

b) Job postings shall include the following information:

- **Classification level/occupation**
- **Status**
- **Qualifications**
- **Pay range**
- **Hours of work designation (e.g. regular day or shift)**
- **Location (community)**
- **Opening and closing date of posting**
- **Start and end date**
- **Job title**
- **Estimated mileage (bus driver postings only)**

12.02 An employee who has successfully bid to a new classification shall be on a trial period in that classification for a period of thirty **(30)** working days. During that trial period the employee may choose to return to their former classification, or may be returned by the Employer, if they are not performing satisfactorily in the new classification. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former classification.

12.03 Ten (10) month positions may be posted during the summer, after July 31st of each year. The Employer will ensure that employees within the bargaining unit will be emailed job postings during the summer school break.

12.04 a) When new permanent positions or permanent position vacancies are to be filled, the Board shall post notice of any such vacancies on bulletin boards pursuant to Article 2.05 entitled "Bulletin Boards" for a minimum of seven (7) calendar days in order to allow the employees the opportunity to make application. A copy of the posting shall be forwarded to the Union.

b) At the same time that vacant positions are advertised internally, they may also be advertised publicly. The posting shall contain information regarding the nature of the position, the required qualifications, education, knowledge, skills and abilities, the compensation and the closing date of application.

12.05 Internal Application

Employees shall be entitled to apply for advertised vacant positions by means of written application, which shall be submitted to the School Division Office. No application need be considered if received later than the closing date prescribed.

ARTICLE 13 – LAYOFFS AND RECALL

13.01 A layoff shall be defined as the temporary termination of the services of an employee or a reduction of hours of more than ten percent (10%) for a period exceeding six (6) consecutive days or a ten percent (10%) reduction in a bus route. When layoffs of employees are to be made, the Employer shall determine what jobs are to be left vacant or abolished and the number of employees to be laid off. In the event of potential route consolidations, the Manager of Transportation shall consult with CUPE representatives to determine the potential route solutions.

13.02 When employees are to be laid off, such layoffs shall first be determined on the basis of seniority amongst those employees assigned to a classification first within the workplace then within the bargaining unit.

13.03 Where a staff reduction is necessitated in the Division:

Within a classification; and

Given that the particular educational or developmental needs of any directly effected pupil, if applicable, as determined by the Director of Education or designate, are met to the satisfaction of the Director of Education or designate, a layoff notice will be served to the employee with the least applicable seniority in that classification within the workplace.

Where a lay off notice has been issued 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.

13.04 Notice of Layoff

The Employer shall not layoff an employee who has been employed for at least

three (3) continuous months without giving that employee at least:

i) one (1) week's written notice, if **their** period of employment is less than one (1) year;

ii) two (2) weeks' written notice, if **their** period of employment is one (1) year or more but less than three (3) years;

iii) four (4) weeks' written notice, if **their** period of employment is three (3) years or more but less than five (5) years;

iv) six (6) weeks' written notice, if **their** period of employment is five (5) years or more but less than ten (10) years;

v) eight (8) weeks' written notice, if **their** period of employment is ten (10) years or more.

If notice is not given as above, then the employee shall be paid for the part of the notice period not received in lieu of notice.

13.05 Procedure for Bumping

a) At the time the employee receives the lay-off notice, the Board shall arrange to have a designated member of the Union be present to assist in explaining the lay-off procedure and other options available.

b) The Employer shall prepare an updated seniority list which includes: name of employee, seniority date, job classification and location of employment effective the date of any lay-offs.

c) An employee after being advised of their options shall be allowed **five (5)** working days to select their option.

d) If an employee receives a lay-off notice and chooses to bump, providing **they have** the required qualifications and ability for the position, the employee may bump or displace in the following **order:**

i) Least senior person in the same classification within the workplace;

ii) Least senior person in the same classification within a fifty (50)-kilometre radius of the workplace;

iii) Least senior person in any classification within the workplace;

iv) Least senior person in any classification within a fifty (50)-kilometre radius of the workplace;

v) Least senior person in the same classification within the bargaining unit;

vi) Least senior person in any classification within the bargaining unit.

13.06 Where an employee exercises their option to bump into a lower classification, they shall be paid at the step in the new classification which is equal to their current rate of pay. If there is not a step in the new classification equal to their current rate of pay, they shall remain at their current rate of pay until such time as the maximum wage in the new classification overtakes the rate retained in this subsection.

NOTE: If the employee declines to exercise their option to bump they can choose to retire or be placed on the re-employment or substitute list.

13.07 During layoff, employee(s) shall maintain but not accrue, all previously earned benefits and service credits.

13.08 Re-Employment

While on lay-off, employees shall be considered, along with other interested current CUPE employees for vacant positions, provided they have seniority, required qualifications and ability for the position. No new employees will be hired in a classification covered by this Agreement until laid off employees, with the qualifications to perform the work of that classification have been given the opportunity of re-employment.

It shall be the responsibility of the laid-off employee to review postings and submit applications as required.

13.09 Automatic Lay Off

Employees, who work on the basis of the academic year, shall be deemed to be laid off for the summer vacation period. Recall following the summer vacation period shall be automatic unless the Board has served termination, or indefinite lay off notice under Article 10.01 entitled "Notice Requirements". This Article will serve as notice of lay off and recall for the school vacation periods. Article 10.01 entitled "Notice Requirements" does not have application in these situations.

ARTICLE 14 – HOURS OF WORK

14.01 The Union recognizes the right of the Employer to schedule the hours of operation of its facilities and the hours of work of employees as is necessary to provide coverage for the determined hours of operation.

14.02 The hours of work as stated in this Article are not to be construed as a guarantee of hours to be worked.

14.03 a) **Standard Daily and Weekly Hours:**

A regular day for all employees shall consist of eight (8) hours and a regular week of forty (40) hours, except as follows.

- For Office Managers, Educational Assistants, and Library Personnel, a regular day and/or week shall be the hours set out in their original contract.
- A regular day for Bus Drivers shall be the equivalent of two (2) round trips/**four (4)** hours per day.
- Twelve month employees shall work eight (8) hours per day and forty **(40)** hours per week.
- Overtime shall be paid for time worked in excess of forty **(40)** hours per week.

b) **Schedules**

A regular schedule for employees shall be Monday to Friday between the hours of 7:00 a.m. and 5:00 p.m., except for Bus Drivers whose hours shall be undefined and Facility Staff whose hours shall be contained between the hours of 6:00 a.m. and midnight as scheduled by the Employer. Employees shall receive a minimum of fourteen (14) days' notice of any change to their schedule.

c) **Split Shifts**

Where the Employer determines that it is necessary to schedule Facilities Staff on a split shift, no more than one split will be allowed in any twenty-four (24) hour period and the eight hours scheduled must be contained within a twelve (12) hour period.

d) **Shift Differential**

A shift differential of one dollar and **fifty** cents ($1.**50**) per hour shall be paid for all hours, excepting meal breaks, scheduled by the Employer to be worked between 6:00 p.m. and 7:00 a.m. Upon mutual Agreement with the Employer and the employee, an employee may be allowed to vary the above hours.

e) **Ten (10) Month Employees**

The Employer shall notify, in writing, by June 10th of each year, any **ten** (10)-month employee to which a change in number of hours and/or employment status applies for the upcoming school year with exception of any unforeseen circumstance. Any change of more than five (5) hours per week that is not agreeable to the employee shall enable the employee to exercise the rights provided in Article 13, Layoffs and Recall.

f) **Summer Schedule (Twelve (12) month employees)**

During the summer school vacation period employees will have the option of working a four (4) day ten (10) hour work week.

Employees shall have the further option during the summer of altering their scheduled hours of work upon mutual Agreement with the Manager of Facilities or designate before June 1st of each year. If chosen, employees shall work consecutive eight (8) hour or ten (10) hour days between 5:00 a.m. and 12:00 midnight on any day. The hours worked in any week shall not exceed **forty** (40) hours.

g) **Bus Drivers**

If there is a change of ten percent (10%) or more to their route, at the start of the school year, Bus Drivers shall have the ability to exercise their rights as provided for in Article 13, Layoffs and Recall.

14.04 a) **Overtime**

All authorized hours worked by employees, except for Bus Drivers, in excess of the hours provided in 14.03 above, shall be considered as overtime hours and shall be paid for at the rate of one and one-half times (1 ½ X) the regular rate of pay for the first three (3) hours, and double time (2X) for any hours thereafter.

b) It is understood that the **biweekly** salary paid to Bus Drivers shall be deemed to include compensation in full for all regular trips driven transporting students to and from school, regardless of the above provisions.

Bus Drivers shall be compensated at the rate equivalent to the Bus Driver's base hourly rate for all time spent waiting/dealing with interruptions/incidents due to circumstances beyond their control (i.e. breakdowns, getting stuck, and accidents).

Bus Drivers working in excess of two **(2)** trips per week day shall be compensated for actual hours worked at the rate equivalent to the bus driver's base hourly rate. Meals will be paid at the Board rate.

Should a Bus Driver be required to be available to transport students, teachers, educational assistants, or other individuals associated with the above or with the School Division, these trips shall be considered outside of the Bus Driver's normal schedule and shall be paid a minimum of three (3) hours per trip.

c) **Overtime – Twelve (12) Month Employees**

Notwithstanding the above, it is agreed that upon mutual Agreement with the employee's supervisor in advance, an employee may receive time off in lieu of overtime, at overtime rates. Such time off in lieu may be accumulated to a maximum of forty (40) hours at any given time and can be taken at a time mutually agreed to by the employee's supervisor and the employee. Any such time in lieu not taken by August 31st shall be paid out by the Employer.

14.05 Paid Rest Periods

All employees who work three (3) or more hours per day shall receive one (1) fifteen (15) consecutive minute paid rest period. All employees who work eight (8) or more hours per day shall receive two (2) fifteen (15) minute paid rest periods, to be taken at approximately mid-shift.

14.06 An employee called back to work after completing their normal daily or weekly hours of work shall receive a minimum of three (3) hours pay at the overtime rates on hours above **forty (40)** hours per week. All call-backs must receive prior authorization by the Manager of Maintenance and Facilities.

Any call back or call out between 11:00 p.m. and 7:00 a.m. shall be paid at double time (2X) for three **(3)** hours shall apply.

14.07 Employees working in more than one position shall not exceed forty (40) hours per week. The employee is responsible to inform the immediate supervisor that acceptance of additional hours will result in overtime. Authorization from Human Resources will be required for the assignment of overtime hours.

ARTICLE 15 – ANNUAL VACATIONS

15.01 Twelve (12) Month Employees

Vacation shall be used during the school break periods unless otherwise mutually agreed between the employee and Supervisor.

Prior to the completion of the eight (8) years – three (3) weeks paid vacation
Upon completion of eight (8) years – four (4) weeks paid vacation
Upon the completion of fifteen (15) years – five (5) weeks paid vacation (1 week can be used outside periods of school break)
Upon the completion of twenty (20) years – six (6) weeks paid vacation (2 weeks can be used outside periods of school break)

Scheduling

a) All vacation shall be granted when mutually agreed upon by the Employer and the employee. Employees should normally receive a response to their request for vacation leave within five (5) working days.

b) Employees may carry over a maximum of five (5) days vacation per year. Year end for vacation carryover is August 31st. Under exceptional circumstances, employees may carry-over additional days with the approval of the Employer.

c) Upon termination, any unused vacation time will be paid to the employee based on their total earnings.

Vacation Pay

Ten **(10)** Month Employees

Vacation shall be paid each month at the following rates:

Prior to the completion of eight (8) years of service – 3/52 of total earnings
Upon the completion of eight (8) years of service – 4/52 of total earnings
Upon the completion of fifteen (15) years of service – 5/52 of total earnings
Upon completion of twenty (20) years of service – 6/52 of total earnings

15.02 Illness Prior to or While on Vacation

Should an employee require hospitalization of two (2) days or more, this time shall be taken as sick leave. The employee or designate shall advise and provide a medical certificate signed by a qualified practitioner to the Superintendent of Human Resources or their designate.

The period of vacation displaced by the sick leave shall be credited back to the employees' annual vacation and is to be used at a later date.

ARTICLE 16 – HOLIDAYS

16.01 a) The Chinook Board recognizes the following as paid public holidays for twelve (12) month employees:

New Years Day	Canada Day
Family Day	Saskatchewan Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Christmas Day	Boxing Day

And any other statutory holiday proclaimed in *The Saskatchewan Employment Act.*

b) The Chinook Board recognizes the following as paid public holidays for ten (10) month employees:

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

And any other statutory holiday proclaimed in *The Saskatchewan Employment Act.*

NOTE: Paid public holidays that fall on a Saturday or Sunday shall be set on the school calendar to be distributed in June or as mutually agreed between the Chinook Board and the Union.

16.02 Employees shall be paid for the above holidays in accordance with the provisions of *The Saskatchewan Employment Act* and Regulations thereto. Time shall be worked on such holidays only upon the prior approval of the **Superintendent of Human Resources.**

Employees required to work on such on the above holidays shall be paid at the overtime rate.

16.03 If a paid holiday falls or is observed during an employee's vacation period, **they** shall be allowed an additional vacation day with pay at a time mutually agreed to between the Employer and the employee.

ARTICLE 17 – SICK LEAVE

17.01 Definition

An employee who becomes incapacitated at work through illness not covered by *The Worker's Compensation Act, 1979* or *The Automobile Accident Insurance Act* shall be entitled to receive full pay for sick time to the extent that the employee may have established sick pay credits under this Article.

17.02 Accumulation

Employees shall accrue sick leave at the rate of two (2) days per month, based on full time equivalency.

Maximum Accumulation

The unused portion of an employee's sick leave shall accrue to the employee's credit of up to a maximum of one hundred and twenty (120) working days, based on full time equivalency.

17.03 Extension of Sick Leave

In special cases of illness of employees, a special request for extra sick leave may be submitted to the Board.

Sick Leave Without Pay

Sick leave without pay may be granted at the sole discretion of the Board to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

17.04 Sick Leave Record

The Employer shall keep a sick leave record and a statement of accumulative sick leave credits shall be noted on each pay voucher.

17.05 Doctor's Certificate

An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of **five (5)** consecutive days, certifying that such employees are unable to carry out their duties due to illness. The Employer agrees to reimburse the employee for any fee charged for the medical certificate. Such certificate shall be sent directly to the Superintendent of Human Resources or their designate. **The Board reserves the right to require further proof of illness from a medical or dental practitioner designated by the Board, with the expense to be borne by the Board. The**

Board reserves the right to request a medical certificate of periods of illness of less than or equal to five (5) days.

17.06 Following sick leave of over three (3) days, the employee shall report **their** availability for work at least twelve (12) hours before reporting for duty.

17.07 In any case of absence due to illness, the employee shall report the matter to **their** immediate supervisor, or another designated person, not later than one (1) hour prior to the time the employee's work commences, whenever possible.

17.08 Retention of Sick Leave

When an employee is given leave of absence for a period greater than thirty (30) calendar days, without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc. they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or lay off.

17.09 Protection of Seniority

An employee who has exhausted **their** sick leave entitlement and Long-Term Disability, and for medical reasons, is unable to return to work, shall be granted leave of absence without pay. During this period the vacation, position classification and seniority entitlements shall be maintained but shall not accrue to the employee's credit.

Upon the written authorization of the employee's attending physician, and after providing the board with thirty (30) days written notice, the employee shall have the right to return to the service of the Board and preference as to placement in a position consistent with the position classification and seniority at the time the employee commenced their sick leave.

17.10 The Employer may require an employee to undergo a medical examination by a medical doctor of its choice (the Employer will provide employees with a choice of two or more doctors to choose from) and at the Employer's expense. This may be required when it is necessary to determine the cause of absenteeism or establish the state of health of a particular employee in order to determine fitness to perform regular duties, or as a safeguard for other members of staff. At the time of the examination, the employee will be advised whether **they are** well enough to return to work. If the employee so requests in writing, the results of an examination will be conveyed to the employee's personal physician.

ARTICLE 18 – DUTY TO ACCOMMODATE

18.01 The parties recognize that the duty to accommodate within the workplace is a shared responsibility between the Employer, Union and the employee.

The Employer agrees to provide the Recording Secretary of the Union the name(s) of any employee receiving an accommodation that requires a change of hours, job duties or assignment.

The Employer and the Union agree to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to the regular duties of their position as a consequence of a medically documented occupational or non-occupational disability.

In circumstances where a member of the bargaining unit requires an accommodation, the Employer, Union and the employee involved shall meet to determine how the accommodation and/or re-integration can be accomplished.

The employee and Union representative who attend an accommodation meeting shall be released from duty without loss of pay or benefits.

ARTICLE 19 – SAFETY AND HEALTH COMMITTEE

19.01 Occupational Health and Safety:

The parties agree to adhere to the relevant portions of Part III Occupational Health and Safety of the *Saskatchewan Employment Act* and the Regulations made thereunder.

The Union and the Employer recognizes that occupational health and safety is a shared concern. They will co-operate on promoting and improving rules and practices with respect to working conditions which will enhance the physiological, psychological and social well-being for all employees. There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Article.

19.02 Compulsory Quarantine

No employee shall suffer any loss in pay or reduction in sick leave credits due to compulsory quarantine that is ordered by the Regional Medical Health Officer or authorized designate.

19.03 Working Alone or Isolated Place of Employment

Where an employee is authorized to use their personal cell phone for the purposes of maintaining emergency communication in the course of their employment, the Employer shall reimburse the employee thirty-five dollars ($35.00) per calendar month to offset the cost of purchasing and maintaining the cell phone. In order to receive the thirty-five dollars ($35.00) reimbursement, the employee must have worked all scheduled work days in the month. Employees who do not work all scheduled days in the month will receive a pro rated reimbursement, based on actual hours worked. Employees eligible for this benefit are: Custodian, Facility Operator, Field Maintenance, Mechanic, Mechanic Helper and Bus Driver that are working.

ARTICLE 20 – LEAVE OF ABSENCE

20.01 General Leave of Absence

a) The Superintendent of Human Resources or designate on behalf of the Board may grant a leave of absence without pay and without loss of seniority and benefits to an employee who submits a written request for such leave at least five (5) days in advance, where possible, and provides the Superintendent of Human Resources or designate with reasons for such request.

b) Where the request is for a period of more than five (5) days, the request shall be in writing.

c) Subject to operational feasibility, the Employer may grant an employee leave of absence of up to twenty (20) continuous working days, without pay and without loss of seniority. The written request will be made to the Human Resources Department at least ten (10) working days prior to the requested leave.

20.02 Jury/Witness Duty Leave

An employee who is absent from work as a result of being required to serve as a juror, or who is subpoenaed to appear as a witness in a court of law, shall suffer no loss of regular straight time earnings as a result of such attendance.

20.03 Maternity, Parental and Adoption Leave

a) 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:

- the leave may include up to **nineteen (19)** weeks and the employee may also apply for "Parental Leave" as described in Article 20.03 b) entitled "Parental and Adoption Leave" to be taken in any combination the employee may choose before and after the estimated date of birth;

- **an employee may apply for further leave without pay, the total parental leave not to exceed eighteen (18) months.**

- an employee must provide the Superintendent of Human Resources 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;

- the employee shall provide the Superintendent of Human Resources with notice of the actual date of birth within five (5) days of the birth;

- before returning to work the employee must notify the Superintendent of Human Resources, preferably in writing, four (4) weeks in advance of the day on which **they** wish to return;

- for the purposes of seniority and rights of recall, being on maternity leave does not constitute a break in service and the seniority and rights of recall continue to accrue while the employee is taking maternity leave; and

- 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.

b) **Parental and Adoption Leave**

- Any regular 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 Superintendent of Human Resources 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 Superintendent of Human Resources shall be accepted.

- A legal adoption or parental leave shall continue for an agreed period 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.

- When the employee and the Superintendent of Human Resources agree that the leave should be less than six (6) weeks, then the Superintendent of Human Resources 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.

- Employees returning from adoption or parental leave shall return to a comparable position 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.

- Leave of up to two (2) days with pay shall be granted to a parent at the birth or adoption of their child.

20.04 Union Leave

- Any duly authorized representative of the Union shall suffer no loss of salary or benefits for the time absent from duties for the purpose of attendance at any meetings that have been mutually agreed to between the CUPE Local 4754 and the Superintendent of Human Resources or designate.

- In the event any members of the Union are appointed delegates to attend conventions, conferences and meetings in connection with Union affairs, they shall, provided they have given reasonable notice in writing to the Board, be granted leave of absence without pay to attend same. However, the Board shall continue payment of regular salary and benefits and the Union agrees to reimburse the Board one hundred percent (100%) of the cost of salary and benefits. The Union shall provide the Superintendent of

Human Resources or designate with a list of Union officers or committee members who may be delegated to take Union leave.

20.05 Negotiation Leave

- The Union shall appoint a Bargaining Committee to represent the employees in negotiation with a Bargaining Committee of the Board. The Union shall give advance notice to the Board as to the personnel of its Bargaining Committee or any changes thereto.

- If the Bargaining Committees need to conduct negotiations during working hours, a maximum of six (6) members of the Union Bargaining Committee shall suffer no loss of salary or benefits provided by this Agreement for time so spent.

20.06 Professional Development

The Board of Education acknowledges that a better trained support staff will enhance the education process in the School Division. The board supports the improvement in qualification of support staff through time off and payment of tuition (or registration) fees and other expenses as described below, for courses taken that directly relate to their duties.

To this end, the Board will make available funds for support staff training, on a departmental basis, to provide for the following: division directed professional development and staff directed professional development.

The Board of Education believes that professional development is necessary in order to improve teaching and learning. Professional development includes a variety of experiences which provide an opportunity for professional growth as well as an opportunity to be part of a Chinook School Division vision.

A. **Courses Required by the Employer**

Where the Superintendent or designate requires an employee to take specific course or program to meet the learning or health needs of a student, the Employer will pay the associated costs agreed upon at the time of approval.

B. **Self-Directed Professional Development**

In every school year, the Board shall make budgetary provision for decentralized (school-based) and centralized professional development.

C. **Chinook Support Staff Learning Committee**

A selection committee for bursary awards, educational leaves and sabbatical leaves shall be comprised of the following members:

i. **Superintendent** of Human Resources (Committee Chair)
ii. Minimum of Five (5) Support Staff

A written application for bursaries and/or educational/sabbatical leaves, accompanied by appropriate forms, is to be submitted by the applicant to the Chinook **Support Staff Learning** Committee. The committee establishes the criteria for the adjudication of applications.

D. **School-Based Professional Development**

Definition

School-based professional development shall include those activities that advance the identified priorities of the school and system or the identified professional growth priorities of the staff member. Examples of school-based professional development may include (but are not limited to) conferences, professional exchanges, seminars, speakers, workshops, and short courses.

E. **Requests for Funding**

The Chinook Leaves Committee will meet twice yearly to consider bursary requests. Support Staff who are planning to take or who have taken courses for which they intend to make a bursary application may submit requests prior to the following dates: December 1 and May 1.

20.07 Special Leaves with Pay

Definition

Special Leaves shall be defined as non-accumulating days that are considered insurance days rather than an entitlement, which shall be utilized when unavoidable events occur. Events may include family illness; parenting emergencies; convocation (includes high school and university) or defense of thesis of self, spouse, child or parent; medical, dental or optical appointments for an immediate family member; attendance at funeral of non-family; pressing and unpredicted personal matters, self or immediate family wedding, extenuating weather conditions and accessing professional services outside of home community. These days shall be granted with notification to the principal. It is the expectation that support staff will schedule appointments or events in such a way as to minimize the period of absence.

The total number of paid leave days in this section is six (6) per year. As a guideline these days are to be used one (1) day per occurrence.

Part-time support staff days will be prorated according to the employee's percentage of contracted time.

20.08 Upon submission of an electronic leave request, the Board shall provide the employee with a response in writing within five (5) working days. The employee shall receive written rationale for any leave denied.

ARTICLE 21 – COMPASSIONATE LEAVE

21.01 Bereavement Leave and Leave for Serious Illness

i) An employee shall be granted five (5) days leave of absence with pay upon the death of a member of the immediate family. Members of the immediate family shall include parent, spouse, brother, sister, child, grandchild, common-law spouse, former guardian, fiancé, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law and daughter-in-law. Additional leave may be granted at the discretion of the Superintendent of Human Resources or designate.

ii) An employee shall be granted three (3) days leave with pay upon the death of a member of their extended family which will include grandparents, grandparents-in-law, nieces, nephews, aboriginal elder, foster parent and wards. Additional leave may be granted at the discretion of the Superintendent of Human Resources or designate.

iii) An employee shall be granted leave with pay for the serious illness of a member of the immediate family as defined in (i) above. A maximum of five (5) days per year shall be allowed within this subsection. Serious illness shall be determined as a life-threatening situation. Additional leave may be granted at the discretion of the Superintendent of Human Resources or designate.

iv) An employee may be granted leave with pay for one half day to attend the funeral of a close friend or relative, not included in ii) or iii). If the funeral is outside of your home community time may be extended to a full day.

v) Leave of up to one (1) day with full pay shall be granted to an employee to be a eulogist or pallbearer.

21.02 Compassionate Care Leave

In accordance with *The Employment Insurance Act* and upon written request to the **Superintendent** of Human Resources, employees shall be granted a leave of absence of up to eight (8) weeks to care for a family member who is in significant risk of death within six (6) months. The employee is not required to take the benefit weeks consecutively.

During the leave, the employee shall continue to accumulate all benefits and seniority.

Family member is defined as a spouse, a child of the employee or the employee's spouse and a parent or spouse of a parent.

Employees applying for compassionate care leave must provide a doctor's certificate stating that a family member suffers from a serious medical condition with a significant risk of death within six (6) months and that the family member requires the care or support of one or more other family members.

The term spouse as used above shall be defined by applicable law or legislation.

ARTICLE 22 – SUPERANNUATION PLAN

22.01 The Employer agrees to provide superannuation benefits for all employees in accordance with the Municipal Employees Pension Plan.

ARTICLE 23 – GROUP BENEFIT PLAN

23.01 The Employer agrees to continue membership in the SSBA Group Benefit Plan with the Employer covering the cost as listed below:

a)	Group Life Insurance (2X annual salary)	100% Employer
b)	Accidental Death and Dismemberment (2X annual salary)	100% Employer
c)	Employee and Family Assistance Plan	100% Employer
d)	Long Term Disability Premiums (monthly pay cheque deduction)	100% Employee
e)	Extended Health and Dental	60% Employer; 40% Employee

ARTICLE 24 – JOB CLASSIFICATIONS AND PAYMENT OF WAGES

24.01 The Employer agrees to pay all employees covered by this Agreement not less than the Schedule of Wages as set out in Schedule "A" attached and made part of this Agreement.

24.02 a) New Classifications: When a classification not covered in Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiation between the Employer and the Union.

b) The Employer shall provide the Union with job descriptions, and with copies of any changes made thereto, for classifications within the scope of this Agreement.

24.03 Pay Days: The Employer shall pay salaries on **a biweekly** basis. On the months where the **pay day** falls on a Saturday or Sunday or a holiday, the employee will be paid on the preceding workday. Within one **(1)** week of each payday, each employee shall be provided with an itemized statement of all deductions.

24.04 Substitute employees shall be paid on **a biweekly basis** accompanied by a statement of earnings.

24.05 When a part-time or term employee works as a substitute for the same classification, they shall be paid at their regular rate of pay.

24.06 Equal Pay for Equal Work: The principle of equal pay for equal work shall apply, regardless of gender.

24.07 All employees working the school year shall be paid on a **ten** (10)-month basis. Employees not working the entire school year may be paid each month for actual days worked.

24.08 Where noon hour supervision is part of an employee's regular assignment, it shall be stated in the Letter of Employment and shall be paid at the employee's regular rate of pay.

Where noon hour supervision is not part of an employee's assignment it shall only be worked on a voluntary basis and shall be paid at the rate of pay assigned by the Chinook Board.

24.09 Those employed as bus drivers shall be paid a plug-in allowance of **two hundred and fifty dollars** ($250.00) **per year**, paid in equal instalments over the school year (10 months).

24.10 Those employed as bus drivers shall be paid a wash allowance of **twenty dollars** ($20.00) per month during the school year (10 months).

ARTICLE 25 – MISCELLANEOUS

25.01 All employees who are required to operate vehicles in the performance of their duties shall be required to possess and maintain a valid Saskatchewan operator's license with valid endorsements as may be required by applicable legislation and Employer Policy. Such employees shall be responsible for immediately advising the Employer of any restrictions placed on their Operator's License. A Bus Driver who fails to maintain the required driver's license and transports students may be terminated.

25.02 All employees, who are required to operate vehicles, shall be required to provide the Employer with a true copy of their Drivers Abstract before selection for the position. The Employer may request a Driver's Abstract at the Employer's expense, after the initial selection and the employee shall grant any authorization which may be necessary to obtain such Abstract.

25.03 Should the Employer incur additional insurance costs, due to the driving record of any employee who is required to operate a School Division vehicle, such additional costs shall be recovered from the employee by payroll deduction.

25.04 Employees shall take all necessary and reasonable care and precaution so as to ensure against loss, damage, or destruction of Employer premises and equipment. The employee must report any loss or damage to premises or equipment, in writing, immediately to their supervisor.

25.05 Employees shall not use Employer premises, equipment, or supplies for other than the business of the Employer, except with the prior written approval of the Employer.

25.06 The Employer may require an employee to undergo a medical examination by a medical doctor of its choice (the Employer will provide employees with a choice of two or more doctors to choose from) and at its expense. This may be required when it is necessary to determine the cause of absenteeism or establish the state of health of a particular employee in order to determine fitness to perform regular duties, or as a safeguard for other members of staff. At the time of the examination, the employee will be advised whether **they are** well enough to return to work. If the employee so requests in writing, the results of an examination will be conveyed to the employee's personal physician.

25.07 The Employer shall continue to carry liability insurance covering all employees.

25.08 The cost of providing substitute employees to replace employees who are absent subject to the Collective Agreement shall be the responsibility of the Employer.

25.09 When an employee is required to use their personal vehicle for Board business they shall be paid at the Board rate.

25.10 Bus Driver Exams

The cost of bus driver examination, including medical, shall be borne by the Chinook School Division upon successful completion.

25.11 Upon prior approval and with proof of receipt, maintenance staff will be reimbursed up to a maximum of three hundred dollars ($300.00) every other school year for the cost of CSA approved footwear.

25.12 The parties acknowledge that facilities, maintenance and garage personnel by the very nature of their work and work environments, require additional safety and clothing recognition.

a) Chinook School Division and its managers will ensure that all facilities, maintenance and garage staff personnel have the necessary tools and safety equipment to perform the employee's job requirements.

b) Upon request to the Supervisor of Plant Operations, Chinook School Division will provide to its maintenance, mechanics, shop supervisor, facilities and mechanic's helpers, up to three (3) work shirts per year free of charge.

c) Chinook School Division will provide a three hundred dollars ($300.00) per year clothing allowance (to be used for coveralls, or overalls) to each of its maintenance, mechanics, shop supervisors, mechanic's helpers, without receipts.

ARTICLE 26 – TERM OF THE AGREEMENT

26.01 This Agreement shall be effective from September 1, **2022** and shall remain in effect until August 31, **2027** and thereafter from year to year, unless either party, not less than sixty (60) days or more than one hundred and twenty (120) days before the expiry date of this Agreement, gives notice in writing to the other party to negotiate a revision thereof.

IN WINTESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS 25 DAY OF Jan A.D. ~~2024~~ 2025

On behalf of Canadian Union of Public Employees, Local 4754

On behalf of The Board of Education of the Chinook School Division No. 211

SCHEDULE "A"

Retroactive pay for grid adjustments shall be applied back to the expiry of the collective agreement for all current employees holding contracts as of November 1, 2024.

All applications of the economic adjustments contained in Schedule A, and those contained in 25.12 c) are understood to be prorated based on full-time equivalency.

SCHOOL BASED SUPPORT STAFF:

POSITION(S)	STEP	August 21, 2022	August 20, 2023	August 18, 2024	August 17, 2025	August 16, 2026
Non-Certificate:		**2.50%**	**2.50%**	**2.50%**	**3.00%**	**3.00%**
Secretary	1	$17.79	$18.23	$18.69	$19.25	$19.83
Educational Assistant	2	$19.31	$19.79	$20.28	$20.89	$21.52
Library Clerk	3	$20.78	$21.30	$21.83	$22.48	$23.15
Youth Worker	4	$22.28	$22.84	$23.41	$24.11	$24.83
Casuals:		$17.79	$18.23	$18.69	$19.25	$19.83
Certificate:		**2.50%**	**2.50%**	**2.50%**	**3.00%**	**3.00%**
Secretary	1	$19.31	$19.79	$20.28	$20.89	$21.52
Educational Assistant	2	$20.78	$21.30	$21.83	$22.48	$23.15
Library Technician - Tech I	3	$22.28	$22.84	$23.41	$24.11	$24.83
Youth Worker	4	$23.79	$24.38	$24.99	$25.74	$26.51
Non-Certificate:						
Office Manager						
Diploma:		**2.50%**	**2.50%**	**2.50%**	**3.00%**	**3.00%**
Library Technician - Tech 2	1	$20.78	$21.30	$21.83	$22.48	$23.15
Youth Worker	2	$22.28	$22.84	$23.41	$24.11	$24.83
	3	$23.79	$24.38	$24.99	$25.74	$26.51
	4	$25.26	$25.89	$26.54	$27.34	$28.16
Certificate:						
Office Manager						
Noon period supervision		$19.79	$20.28	$0.75 adjustment $21.56	$22.21	$22.88

FACILITY/MAINTENANCE:

POSITION(S)	STEP	August 21, 2022	August 20, 2023	August 18, 2024	August 17, 2025	August 16, 2026
		2.50%	2.50%	2.50%	3.00%	3.00%
Custodian	1	$18.72	$19.19	$19.67	$20.26	$21.38 ($0.50 adjustment)
	2	$19.10	$19.58	$20.07	$20.67	$22.06 ($0.75 adjustment)
	3	$19.51	$20.00	$20.50	$21.12	$23.04 ($1.25 adjustment)
	4	$19.93	$20.43	$20.94	$21.57	$23.76 ($1.50 adjustment)
Non-Certificate:		2.50%	2.50%	2.50%	3.00% $0.50 adjustment	3.00%
Facility Operator	1	$21.09	$21.62	$22.16	$23.34	$24.04
	2	$21.51	$22.05	$22.60	$23.79	$24.50
	3	$22.48	$23.04	$23.62	$24.84	$25.59
	4	$23.46	$24.05	$24.65	$25.90	$26.68
Supervisory Allowance		$78.76	$80.73	$82.75	$85.23	$87.79
Certificate:		2.50%	2.50%	2.50%	3.00% $1.00 adjustment	3.00%
Facility Operator	1	$21.51	$22.05	$22.60	$24.31	$25.04
	2	$21.90	$22.45	$23.01	$24.73	$25.47
	3	$22.90	$23.47	$24.06	$25.81	$26.58
	4	$23.88	$24.48	$25.09	$26.87	$27.68
Supervisory Allowance		$78.76	$80.73	$82.75	$85.23	$87.79
Non-Journeyman:		2.50%	2.50%	2.50%	3.00%	3.00%
Field Maintenance	1	$23.79	$24.38	$24.99	$25.74	$26.51
	2	$24.46	$25.07	$25.70	$26.47	$27.26
	3	$25.13	$25.76	$26.40	$27.19	$28.01
	4	$25.81	$26.46	$27.12	$27.93	$28.77
Non-Journeyman:		2.00%	2.00%	2.50%	2.50%	3.00%
Mechanic	1	$26.38	$26.91	$27.58	$28.27	$29.12
	2	$27.70	$28.25	$28.96	$29.68	$30.57
	3	$29.08	$29.66	$30.40	$31.16	$32.09
	4	$30.42	$31.03	$31.81	$32.61	$33.59
Journeyman:		2.50%	2.50%	2.50%	3.00%	3.00%
Mechanic (Shop Supervisor)	1	$30.57	$31.33	$32.11	$34.10	$35.12
	2	$31.93	$32.73	$33.55	$35.59	$36.66
	3	$33.28	$34.11	$34.96	$37.04	$38.15
	4	$34.63	$35.50	$36.39	$38.51	$39.67
Mechanic Helper:		2.50%	2.50%	2.50%	3.00%	3.00%
Casual		$18.35	$18.81	$19.28	$19.86	$20.46

TRANSPORTATION:

POSITION(S)	STEP	August 21, 2022	August 20, 2023	August 18, 2024	August 17, 2025	August 16, 2026
Bus Driver:		**2.00%**	**2.00%**	**2.50%**	**2.50%**	**3.00%**
Base Rate	1	$14,050.92	$14,331.94	$14,690.24	$15,057.50	$15,509.23
does not include stats*	2	$14,453.71	$14,742.78	$15,111.35	$15,489.13	$15,953.80
	3	$14,868.42	$15,165.79	$15,544.93	$15,933.55	$16,411.56
	4	$15,295.90	$15,601.82	$15,991.87	$16,391.67	$16,883.42
Casual		$14,050.92	$14,331.94	$14,690.24	$15,057.50	$15,509.23
Per km rate over 80 kms		$0.2100	$0.2142	$0.2200	$0.424 adjustment $0.2690	$0.2770

MEMORANDUM OF AGREEMENT

RE: Substitute Custodians and Building Maintenance

Preamble:

The parties to the 2011-2013 Agreement between the Board of Education of the Chinook School Division #211 and the CUPE Employees from local 4754 acknowledge that both the procurement of substitute facility operators/custodians has been problematic for employees and for the Employer. The parties also acknowledge that school building lawn maintenance and snow removal has also been problematic for certain schools.

Agreement:

1. Chinook School Division will develop a substitute procurement program designed to increase both the number of and the availability of substitute custodial staff.

2. Chinook School Division will also more clearly define, through its Facilities Standing Committee, a process for schools to look after excessive snow removal and school yard maintenance.

3. Recommendations coming from the Chinook School Division Facilities Standing Committee will be reviewed by bargaining committee representatives.

4. Article 2.02 will be respected by all parties.

Signed this 25 day of Jan, ~~2024~~. 2025

On behalf of Canadian Union of Public Employees, Local 4754

On behalf of The Board of Education of the Chinook School Division No. 211

MT/cf.cope491