COLLECTIVE AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF THE GOOD SPIRIT SCHOOL DIVISION NO. 204 OF SASKATCHEWAN

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5123

August 1, 2023 to July 31, 2027

TABLE OF CONTENTS

PREAMBLE 1
ARTICLE 1 - RECOGNITION 1
1.1 Description of Bargaining Unit 1
1.2 Work of the Bargaining Unit 1
1.3 No Other Agreements 1
1.4 Management Rights 1
1.5 Union Cooperation 2
1.6 Check Off of Union Dues 2
1.7 Probation of Strikes and Lockouts 2
1.8 Correspondence 2
1.9 New Employees 2
1.10 Contact Information 2
ARTICLE 2 – NO DISCRIMINATION 3
2.1 The Parties Shall Not Discriminate 3
2.2 References 3
ARTICLE 3 – DEFINITION OF EMPLOYEE CATEGORIES 3
3.1 Employee Categories 3
3.2 Permanent Employees 3
3.3 Temporary Employees 3
3.4 Job Share Employees 3
ARTICLE 4 – GRIEVANCE PROCEDURE 4
4.1 Definition 4
4.2 Procedure 4
4.3 Decision of the Arbitrator or Board of Arbitration 5
4.4 Time Limits 5
4.5 Expenses 5
4.6 Facilities for Meeting 5
4.7 Witness 6
ARTICLE 5 – LAYOFF AND RECALL 6

5.1 Automatic Lay-off and Recall 6
5.2 Lay-off Notice 6
5.3 Lay-off 6
5.4 Recall 6
5.5 Procedures for Bumping 7
ARTICLE 6 – JOB POSTING AND APPOINTMENT 7
6.1 Job Posting 7
6.2 Appointment 8
ARTICLE 7 – PROBATION 8
7.1 8
ARTICLE 8 – SENIORITY 8
8.1 Definition 8
8.2 Seniority List 9
8.3 Loss of Seniority 9
ARTICLE 9 – DISCIPLINE AND DISMISSAL 9
9.1 9
9.2 9
9.3 Right to Union Representation 10
9.4 Record of Disciplinary Action 10
9.5 10
ARTICLE 10 – ANNUAL VACATION, STATUATORY HOLIDAYS, AND CHRISTMAS CLOSURE 10
10.1 Vacation Entitlement 10
10.2 Public Holidays 11
ARTICLE 11 – SICK LEAVE 11
11.1 Definition 11
11.2 Basic Entitlement 11
11.3 Accumulated Entitlement 11
11.4 Proof of Illness 11
11.5 Notification 12
11.6 Statement 12

ARTICLE 12 – LEAVES OF ABSENCE 12
12.1 Bereavement/Compassionate 12
12.2 Personal Leave 13
12.3 Jury/Witness Duty Leave 13
12.4 *The Saskatchewan Employment Act* Leaves 14
12.5 Negotiation Leave 14
12.6 General Leave 14
12.7 Union Leave 14
ARTICLE 13 – PAYMENT OF WAGES AND HOURS OF WORK 15
13.1 Hours of Work 15
13.2 Overtime 15
13.3 Payment of Wages 15
ARTICLE 14 – BUS DRIVER QUALIFICATIONS & OBLIGATIONS 16
14.1 Approved Drivers 16
14.2 Medical Examination 16
14.3 Driver In-Services 16
14.4 Regulations 16
ARTICLE 15 – EMPLOYEE BENEFITS 16
15.1 Employee Benefits 16
ARTICLE 16 – OCCUPATIONAL HEALTH AND SAFETY 17
ARTICLE 17 – TERM OF AGREEMENT 17
17.1 Duration 17
SIGNING PAGE 18
SCHEDULE I 19
HOURS OF WORK 19
SCHEDULE II 20
RATES OF COMPENSATION – BUS DRIVER 20
LETTER OF UNDERSTANDING 24
Re: Payment of Dues for Casual Employees 24

PREAMBLE

The purpose of this agreement is:

a) To maintain and improve harmonious relations and settled conditions of employment between the **b**oard and the **u**nion;

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

1.1 Description of Bargaining Unit

The **b**oard recognizes the Canadian Union of Public Employees and its Local 5123 as the sole and exclusive bargaining agent for all permanent bus drivers in the Canora, Invermay, and Sturgis attendance areas.

1.2 Work of the Bargaining Unit

Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of substitute driving, instruction, experimenting, or in emergencies when permanent employees are not available and provided that the performing of the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

1.3 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the **b**oard or its representative which may conflict with the terms of this agreement.

1.4 Management Rights

Subject to articles of this agreement, the parties recognize the right, duty, and responsibility of the **b**oard to organize the operation of the workforce in the Good Spirit School Division, to maintain order, discipline**,** and efficiency, to manage and direct employees in their duties with the object of fulfilling the legal responsibilities of the **b**oard and in general to do all those things, being lawful, which in the opinion of the **b**oard**,** further**s** these aims.

1.5 Union Cooperation

The **u**nion agrees for itself and its members to loyally promote and uphold the regulations as set out by the **b**oard for the proper maintenance of school services and to do everything possible to retain and create harmony and goodwill between the **b**oard and the employee.

1.6 Check Off of Union Dues

The **b**oard agrees, upon written request of the **u**nion, to deduct from the pay of employees the amount of **u**nion dues so authorized. The total sum so deducted shall be remitted to the secretary-treasurer of the **u**nion not later than the twentieth (20^{th}) day of the following month, accompanied by a list containing the following information:

i) Employee **n**ame
ii) Dues **d**educted

1.7 Probation of Strikes and Lockouts

The parties agree that during the term of this agreement there shall be no strike, slow down, stoppage of work, work to rule, or sympathy strike on the part of the **u**nion and its members, nor a lockout by the **b**oard.

1.8 Correspondence

All correspondence between the parties arising out of this agreement shall pass to and from the director of education or designate and the president of the **u**nion unless otherwise specified in this agreement.

1.9 New Employees

On the commencement of employment, the **b**oard will **provide** the name **and contact information** of the **union representatives** as a part of the new employee's employment package.

1.10 Contact Information

The **board** will provide the **u**nion **with** an annual list of employees in the bargaining unit. The list will include each person's name, mailing address, and phone number (if known). The **board** shall provide the **u**nion with the contact information for newly hired employees **within one (1) week of hire or as soon as reasonably possible**.

ARTICLE 2 – NO DISCRIMINATION

2.1 The Parties Shall Not Discriminate

The **b**oard and the **u**nion agree that there shall be no discriminatory practices with respect to an employee because of their race, creed, religion, colour, sex, marital status, physical disability, nationality, ancestry, place of origin, gender status, family status, disability, age, sexual orientation, receipt of public assistance, or union activity. The **b**oard shall not discriminate against any employee because of their connection with the **u**nion or because of their non-membership in the **u**nion or for activities in accordance with those rights and privileges defined in the applicable legislation of the Province of Saskatchewan and any subsequent or alternative enactment passed in the spirit of labour harmony.

2.2 References

Whenever the singular or masculine is used in this agreement, it shall be considered as if the plural or any gender has been used where necessary.

ARTICLE 3 – DEFINITION OF EMPLOYEE CATEGORIES

3.1 Employee Categories

All employees covered by this agreement shall fall into the following categories:

a) Permanent
b) Temporary
c) Job **s**hare

3.2 Permanent Employees

Permanent employees shall be those persons employed on a continuous **regular** basis.

3.3 Temporary Employees

Temporary employees shall be those persons whose employment is for a known period of time with a start and end date of greater than eighty (80) consecutive days worked. Temporary employees may be discharged due to shortage of work and in accordance with *The Saskatchewan Employment Act* notice periods.

3.4 Job Share Employees

Where two (2) or more persons share a position/route, subject to prior written approval having been obtained from the transportation manager or designate, outlining the terms and conditions of the job share arrangement.

ARTICLE 4 – GRIEVANCE PROCEDURE

4.1 Definition

A grievance exists when there is a dispute or difference of opinion between the **b**oard and the **u**nion or any employee as to the interpretation or application of any provision of this agreement. A dispute involving a dismissal or a general application or interpretation shall bypass Step 1.

4.2 Procedure

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

Step 1
Before proceeding with a formal complaint, the **u**nion shall first seek to approach the employee's immediate out-of-scope supervisor to discuss the potential means of resolving a complaint and to request assistance in resolving the matter on an informal basis.

Step 2
Failing agreement after Step 1, the **u**nion shall seek to settle the grievance with the superintendent of human resources or designate. The **u**nion will submit to the superintendent of human resources or designate a written statement of the grievance and redress sought within ten (10) working days of its occurrence**,** and a hearing shall be held. The grievance shall specify the article and section of the agreement alleged to have been violated **and** the circumstances and occurrence leading to the alleged violation.

The employee concerned, a local representative, and the superintendent of human resources or designate shall meet to discuss the grievance within ten (10) working days of its receipt.

The superintendent of human resources or designate shall render a written decision within seven (7) working days after the hearing.

Step 3
Failing agreement after Step 2, application shall be made to the director of education, in writing, within ten (10) working days of the written decision under Step 2, or in the case of **a** dispute involving a dismissal or discipline or a general application or interpretation, the **u**nion will submit a written statement of the grievance and redress sought, within thirty (30) working days of its occurrence through the director of education.

The director of education shall give their decision in writing within seven (7) working days of the hearing.

Step 4

Grievances which are not resolved after Step 3 may be referred to a board of arbitration within ten (10) working days of the written decision under Step 3. **Prior to progressing to arbitration, the parties agree to enter into mediation.** Upon mutual agreement, the **board** and the **u**nion may **agree to the appointment of a single arbitrator or expedited arbitration**.

The board of arbitration shall consist of one (1) member appointed by the **u**nion, who shall be appointed within ten (10) working days of the written decision under Step 3, one (1) member appointed by the **b**oard, who shall be appointed within ten (10) working days of the appointment of the **u**nion nominee, and a chairperson, jointly named by the two members so appointed.

Where the appointees of the parties fail to agree, within ten (10) working days of their appointment, on the appointment of the chairperson, either party may request the chairperson of the labour relations board to make the third member appointment.

4.3 Decision of the Arbitrator or Board of Arbitration

The **arbitrator or** board of arbitration shall:

a) Not have the power to change this agreement, or to alter, modify, or amend any of its provisions;

b) Be limited to dealing with the issues which are submitted to it for arbitration; and

c) Render a final and binding decision within ninety (90) working days.

4.4 Time Limits

a) The time limits fixed in the grievance procedure may be extended by **written** consent of the parties to this agreement.

b) In the event the initiator of the grievance fails to follow the procedure and time limits established in this article, the grievance shall be deemed to be abandoned.

4.5 Expenses

The **u**nion and the **b**oard shall each pay one-half (1/2) of the remuneration and expenses of the **arbitrator or the** chairperson of the board of arbitration.

4.6 Facilities for Meeting

The **b**oard of **e**ducation will supply the necessary facilities for the grievance meetings.

4.7 Witness

Subject to prior approval by the director of education or designate, at any stage of the grievance procedure, the **u**nion may have the assistance of the employee concerned as witnesses and any other witnesses**,** and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the **b**oard's premises to view any working conditions**,** which may be relevant to the settlement of the grievance.

ARTICLE 5 – LAYOFF AND RECALL

5.1 Automatic Lay-off and Recall

Notwithstanding Article 5.2, bus drivers employed on the basis of the school year shall be deemed to be laid off for school vacation periods. This article shall serve as notice of layoff and recall. Recall shall be automatic except when notice of layoff has been given under Article 5.2

5.2 Lay-off Notice

Permanent employees may be laid off indefinitely in accordance with *The Saskatchewan Employment Act* notice periods. The union will be copied the notices.

5.3 Lay-off

a) Employees will be laid off by attendance area pursuant to Article 5.2. An employee laid off will automatically have their name placed on the casual drivers list.

b) Where driving routes are combined, seniority, location of residence, driving record, and loss of route shall be considered to determine who is laid off.

5.4 Recall

a) Prior to posting a permanent position in Area North or Area South**,** pursuant to Article 6.1, notice of recall shall be given by telephone (or text if the employee is not available by telephone) and followed up in writing by mail or electronic means and the employee shall, within three (3) working days from the date of notification, advise the director **of education** or designate as to whether they wish to return to work and in the event the employee wishes to return, they must do so no later than five (5) working days from the date of the notice advising of the recall.

b) It shall be the responsibility of the employee to keep the superintendent of human resources or designate informed of their current address, telephone number, and email if available.

5.5 Procedures for Bumping

5.5.1 If an employee receives layoff notice and chooses to bump, providing they have the required qualifications, knowledge, education, skills**,** and abilities for the position, the procedure shall be as follows:

5.5.1.1 Bump an employee with the least seniority within the same classification and hours of work within the attendance area in which the employee is presently working; or

5.5.1.2 Bump an employee with the least seniority within the same classification within the area in which the employee is presently working.

For the purpose of this article, area shall be defined as follows:

i) Area 1: Sturgis
ii) Area 2: Canora
iii) Area 3: Invermay

5.5.2 Employees, after being advised of their options, shall be granted up to three (3) working days to select their option**. I**f no selection is made, the employee shall be deemed on layoff.

5.5.3 Employees who work in more than one (1) classification and choose to bump**,** as outlined above in Article 5.5.1**,** shall do so in the classification in which **the** majority of their assignment is spent.

5.5.4 The division will incur no additional cost as a result of the employee bumping out of their attendance area. (The school bus will not be allowed to leave the attendance area.)

ARTICLE 6 – JOB POSTING AND APPOINTMENT

6.1 Job Posting

6.1.1 When the director **of education** or designate proceeds to fill a permanent position, employees in that classification on layoff shall be recalled pursuant to Article 5.4. If this position remains vacant, a job notice outlining the details of the position shall be posted as follows:

i) Good Spirit School Division website
ii) Bus garage bulletin board

A copy of the notice shall be sent to the **u**nion by email to the president.

6.1.2 When a permanent vacancy or temporary vacancy known to be greater than thirty (30) calendar days is to be filled, the director of education or designate shall post a notice of the vacancy.

6.1.3 The notice shall be posted for at least seven (7) calendar days prior to the close of receipt of applications**. In unusual circumstances, a shorter posting period may be required, and the union will be advised of the reasons why.** The director **of education** or designate may also advertise the position externally during the time the job posting is in effect.

6.2 Appointment

6.2.1 The appointment shall be made from applicants the director **of education** or designate considers to possess the required qualifications, knowledge, education, skills**,** and abilities. In the event there are two (2) or more applicants the director **of education** or designate considers to possess the required qualifications, knowledge, education, skills**,** and abilities, place of residence and seniority shall be the deciding factor in the appointment.

6.2.2 An unsuccessful internal candidate shall be given notice of not being selected.

ARTICLE 7 – PROBATION

7.1 All newly hired employees shall be on probation. Employees will be on probation for six (6) months work and will have no seniority rights during this period. During the probationary period, the employee may be discharged for general unsuitability. After successful completion of the probationary period, seniority shall be effective from the original date of hire. The probation period may be extended for a further period of **up to** six (6) months upon agreement of the director **of education** or designate and the **u**nion.

ARTICLE 8 – SENIORITY

8.1 Definition

Subject to Article 7, seniority shall be determined on the basis of:

a) Permanent **e**mployees: continuous service commencing from the last date of hire with the **b**oard**.**

b) Temporary **e**mployees: continuous service commencing from the last date of hire with the **b**oard**,** subject to Article 8.3 (f).

8.2 Seniority List

a) An employee seniority list shall be posted once each year at the Sturgis and Yorkton bus garages, on or before the end of September, in a place or places accessible to all employees and shall be open to protest for a period of thirty (30) calendar days from the date of posting. The seniority on the **previous** year's list is not open to any challenge. On presentation by the **u**nion of proof of error, a correction shall be made immediately. The seniority list**,** including corrections**,** is deemed correct. A copy of each seniority list**,** along with any corrections**,** shall be sent to the **u**nion's **president**.

b) For the purpose of determining the seniority of two (2) or more employees who have the same bargaining-unit-wide seniority, their birth month and day will be used. The employee with the earliest birth month and day will be considered senior.

8.3 Loss of Seniority

Seniority rights shall be lost only in the event:

a) An employee is discharged for just cause;

b) An employee resigns from their employment;

c) An employee retires from **their** employment with the **b**oard;

d) An employee fails to comply with Article 5.4;

e) A permanent employee is laid off for a period longer than twenty-four (24) consecutive months. This time limit shall be extended by only the time worked as a temporary employee during the layoff period; and

f) A temporary employee has not worked for the **b**oard within twelve (12) consecutive months.

ARTICLE 9 – DISCIPLINE AND DISMISSAL

9.1 **Subject to Article 7, n**o employee shall be disciplined or discharged without just cause. **The board agrees to adhere to the principles of progressive discipline.** In case of discipline or discharge, the employee **and union** shall be advised in writing by the director **of education** or designate of the reasons for such actions. All discipline and discharge is subject to the grievance procedure.

9.2 Without restricting the generality of Article 9.1, the **b**oard and the **u**nion agree that the penalty for the following action shall be:

i) A bus driver who drives a school bus when they do not hold a valid Saskatchewan **s**chool **b**us **d**river's license or who does not possess a valid Saskatchewan **d**river's license shall be discharged.

ii) A bus driver with fifteen (15) or more SGI demerit points on their driver**'**s abstract shall be subject to an unpaid suspension until a defensive driving course has been completed.

9.3 Right to Union Representation

Employees shall have the right to have their union representative present at any disciplinary discussion with supervisory personnel. Where a supervisor intends to interview employees for disciplinary purposes, the supervisor shall notify the employee in advance **of** the purpose of the interview in order that the employee may contact their union representative and request the **union's** attendance at the interview.

9.4 Record of Disciplinary Action

Upon written request to the director of education, any record of disciplinary action may be removed upon mutual agreement between the director of education, **u**nion, and employee**,** providing the written request is made **three (3) years after the discipline occurs or** after a reasonable length of time. Employees may choose to submit a written comment with respect to any disciplinary action in the file. Such comment shall be attached to the relevant document and included in the file.

9.5 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings for the period of suspension or discharge; however, if reinstatement is not acceptable, the parties will negotiate payment in lieu of notice. Compensation shall be processed during the pay period next following such reinstatement or termination.

ARTICLE 10 – ANNUAL VACATION, STATUATORY HOLIDAYS, AND CHRISTMAS CLOSURE

10.1 Vacation Entitlement

Annual vacation entitlement will be in accordance with the following:

a) Up to and including seven (7) years of employment – 3/52nds of yearly earnings.

b) From the eighth (8^{th}) anniversary of employment and up to and including sixteen (16) years of employment – 4/52nds of yearly earnings.

c) From the seventeenth (17th) anniversary of employment and up to and including twenty-five (25) years of employment – 5/52nds of year**ly** earnings; and

d) From the twenty-sixth (26th) anniversary of employment – 6/52nds of yearly earnings.

Bus drivers shall receive vacation pay in lieu of annual vacations. The applicable vacation pay is to be paid each pay period.

10.2 Public Holidays

Employees shall be paid for public holidays in accordance with *The Saskatchewan Employment Act.* Therefore, employees who are laid off during the school vacation periods of Christmas break, February break, Easter break, and summer break will not be paid for public holidays during those layoff periods.

ARTICLE 11 – SICK LEAVE

11.1 Definition

Sick leave is defined as a period of time an employee is absent from work with pay by virtue of personal illness, quarantine, disability, or because of an accident for which compensation is not payable under **t**he *Workers' Compensation Act* or *The Automobile Accident Insurance Act*.

11.2 Basic Entitlement

Permanent and temporary employees shall be entitled to sick leave in the amount of two (2) days for each month worked.

11.3 Accumulated Entitlement

The unused portion of an employee's annual sick leave shall accumulate to a maximum of one hundred fifty (150) days.

11.4 Proof of Illness

The director **of education** or designate may require the employee to provide a medical certificate for any illness where three (3) consecutive working days of illness are claimed**,** pursuant to this article**,** when there are attendance concerns. The director **of education** or designate may require a second medical certificate from a medical practitioner selected by the director **of education** or designate and at the expense of the **b**oard.

11.5 Notification

Every employee who is absent on account of illness shall notify **their** immediate out-of-scope supervisor without delay. Failure to do so without good cause shall deprive the employee **of** the benefits to which they would normally be entitled for that illness prior to the time due notice is received by the supervisor.

11.6 Statement

Employee's monthly pay statements shall show the number of sick leave days accumulated. If an employee believes that the number shown is incorrect, they shall provide evidence of error to the director or designate within the academic year the statement was issued**;** otherwise**,** the number shown will be deemed correct and not be open to any retroactive challenge.

ARTICLE 12 – LEAVES OF ABSENCE

12.1 Bereavement/Compassionate

12.1.1 Definition:

For the purposes of this article, immediate family (including common-law) is defined as **parent, sibling, child, spouse,** grandchildren, legal guardian, or ward.

For the purpose of this **article**, extended family is defined as grandparent, **parent sibling, sibling's children**, as well as those members of the spouses' immediate and extended family.

12.1.2 Application:

An employee shall be granted compassionate leave with pay for up to five (5) consecutive working days per occasion to attend **to** a critical illness or death in the immediate family.

An employee shall be granted compassionate leave with pay for up to three (3) consecutive school days per occasion in the event of a critical illness, death, **or** funeral in the extended family.

Notwithstanding the above, an employee may be approved to take such leave in a broken period.

For the purpose of this article, "critical illness" shall mean an illness or circumstances that a physician deems life-threatening or where a physician believes death to be imminent.

12.1.3 Each employee shall apply for bereavement leave under this article in writing to the director **of education** or designate either before or after the date of the leave.

12.1.4 The director **of education**, at their discretion, may grant compassionate leave without pay in excess of five (5) days and in instances other than immediate family.

12.1.5 In extenuating circumstances such as extensive travel, an employee may be granted leave with pay in excess of two (2) days for extended family. In order for such a request to be considered, the employee shall supply the details of the request to the director **of education**.

12.2 Personal Leave

Each employee may be entitled to leave for personal reasons. Requests for leave shall be made in writing to the director **of education** or designate. A maximum of five (5) days personal leave with pay may be granted during each academic year. Personal leave is defined as:

i) An emergency, accident, sickness, or serious illness of an employee's parent, spouse, common-law spouse, child, **or** common-law child;

ii) Attending to non-routine medical and dental appointments or specialist referrals which cannot be scheduled outside of working hours or for the family noted in i) above;

iii) Attending a funeral as a pallbearer; and

iv) To attend secondary graduation or post-secondary convocation of self, child, or spouse; the number of such days in any one (1) academic year shall not exceed two (2).

12.3 Jury/Witness Duty Leave

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 **b**oard any remuneration other than expenses, which they receive, for such absence. With respect to the Court of **King**'s Bench, the employee, if appearing as a witness, shall make application in accordance with "The **King**'s Bench Fees Regulations" for witness fees.

b) The employee shall notify the director **of education** or designate as soon as possible after receipt of notice for such absence.

c) This article does not apply to an employee:

i) Who has a direct or indirect interest in the outcome of any proceedings and who has not been subpoenaed; or

ii) Who appears as an accused in any proceedings.

12.4 *The Saskatchewan Employment Act* Leaves

An employee shall be entitled to maternity, parental, adoption, interpersonal violence, compassionate care, crime-related death or disappearance, organ donation, critical**ly** ill child/adult, and other legislative leaves in accordance with *The Saskatchewan Employment Act* of the Province of Saskatchewan.

12.5 Negotiation Leave

If the parties agree to meet to conduct negotiations during working hours, the **b**oard will provide leave without loss of pay for up to four (4) employees for their time spent in direct negotiations. The **u**nion will advise the director **of education** or designate of the membership of the **u**nion bargaining committee.

12.6 General Leave

The director **of education** or designate may grant a leave of absence without pay to any employee requesting such leave. All requests for leave under this article must be made in writing and must be approved by the director **of education** or designate before any leave is taken.

12.7 Union Leave

An employee who is elected **or selected** for a position with the **u**nion shall be granted leave of absence for a period of up to one (1) year. Such leave may be extended for one (1) additional year upon written request of the employee. Such employee shall receive pay and benefits as provided in this agreement, but the **u**nion shall reimburse the **b**oard for all pay and benefits during the period of absence**.**

Application must be made in writing to the director **of education** or designate at least thirty (30) working days in advance.

Subject to work requirements of the school division, employees elected **or selected** to represent the **u**nion at conventions or educational workshops shall be allowed a leave of absence without loss of pay or benefits. Application must be made in writing to the director **of education** or designate at least ten (10) working days in advance. The **u**nion shall reimburse the **b**oard for all pay and benefits during the period of absence. Leave shall be granted subject to the following conditions:

i) Only one (1) employee shall be allowed this leave at any one time;

ii) Up to a maximum of five (5) consecutive days may be taken at any one time.

ARTICLE 13 – PAYMENT OF WAGES AND HOURS OF WORK

13.1 Hours of Work

13.1.1 Bus Driver

The normal daily hours of work of a bus driver are deemed to be four and one-half (4.5) hours per driving day and includes the driver's regular route travel time as reported to the **b**oard each year and also includes time for cleaning, warm-up, checking, fuel-up, and servicing. The period of employment shall be defined as the academic year.

13.1.2 Averaging of Hours

Notwithstanding the above, full-time equivalent hours of work may be scheduled up to ten (10) hours per day and an average of one hundred sixty (160) hours in a four (4) week period without receiving overtime.

13.2 Overtime

Scheduled hours of work shall not exceed eight (8) hours in a given day or forty (40) hours in a given week. All time authorized by the director **of education** or designate worked beyond eight (8) hours in a given day or forty (40) hours in a given week will be considered as overtime and will be compensated at the rate of time and one-half (1.5) the regular base rate.

Notwithstanding the above, where an employee has an averaging of hours arrangement (i.e.**,** bus driver) has been scheduled ten (10) hours in a given day and one hundred sixty (160) hours in a four (4) week period, all time authorized by the director **of education** or designate worked beyond ten (10) hours in a given day or one hundred sixty (160) in a four (4) week period will be considered as overtime and will be compensated at the rate of time and one-half (1.5) of the regular base rate.

13.3 Payment of Wages

Employees shall be paid on the **fifteenth (15th) and the last day of the** month by direct deposit to the employee's **Canadian** financial institution. When the **fifteenth (15th) or last day** of the month falls on a weekend **or statutory holiday**, payment will be made on the previous **day**. A casual employee shall be paid the **sixth (6th)** day following **the cut off dates of the fifteenth (15th) and the last day of the month** in which the employee provided substitute service.

ARTICLE 14 – BUS DRIVER QUALIFICATIONS & OBLIGATIONS

14.1 Approved Drivers

No person shall operate a school vehicle except the driver assigned by the director **of education** or designate. The regular driver will select an alternate driver from the approved spare driver list in the event that they are unable to perform their duties. The alternate driver shall operate the vehicle in accordance with **the** terms of this agreement.

14.2 Medical Examination

The director **of education** or designate, at their discretion, may require a bus driver to take a medical exam at the **b**oard's expense.

14.3 Driver In-Services

When attendance is required by the director **of education** or designate for in-service meetings, drivers shall be compensated at the rate outlined in Schedule II.

14.4 Regulations

Employees shall comply with all provisions of the legislation and regulations from the Province of Saskatchewan and all policies of the **b**oard.

ARTICLE 15 – EMPLOYEE BENEFITS

15.1 Employee Benefits

Effective September 1, 2026, the following Saskatchewan School Boards Association Employee Benefit Plan will be provided in accordance with the waiting period as provided in the plan bylaws:

- **Dental – Plan C**
- **Extended Health – Plan B**
- **Vision – Plan A**
- **Employee Family Assistance Plan**
- **Group Life – 2x Annual Salary**
- **Accidental Death & Dismemberment**
- **Long-Term Disability – Plan B**

The board and the employee will pay the premium costs for the benefits outlined above on a 60%/40% (board/employee) basis, with the exception of long-term disability. The employee will pay one hundred percent (100%) of the long-term disability premium.

ARTICLE 16 – OCCUPATIONAL HEALTH AND SAFETY

The parties agree to adhere to the relevant portion of *The Saskatchewan Employment Act* and the applicable regulations made thereunto.

ARTICLE 17 – TERM OF AGREEMENT

17.1 Duration

This agreement shall be effective from August 1, 202**3,** and shall remain in force until and including July 31, 202**7,** and from year to year thereafter unless written notice is given as provided in accordance with the applicable legislation.

SIGNING PAGE

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THIS AGREEMENT TO BE EXECUTED THIS 12 day of March, 2025.

On behalf of Good Spirit School Division No. 204:

Quintin Robertson

Keith Gervais (Mar 12, 2025 16:16 MDT)

Nicole Pohl (Mar 17, 2025 14:24 MDT)

On behalf of the Canadian Union of Public Employees, Local 5123

Michele Federuik (Mar 18, 2025 18:56 MDT)

Bev Wyatt (Mar 18, 2025 19:15 MDT)

DB/bs:cope491

SCHEDULE I

HOURS OF WORK

CLASSIFICATION	DAYS	HOURS	YEAR
Bus Driver	Student Days	As per Article 13.1	Academic

SCHEDULE II

RATES OF COMPENSATION – BUS DRIVER

1) Daily Rate of Pay for Regular Route Bus Drivers

Daily rate of pay for regular route bus drivers for scheduled driving days, including cancellations due to weather conditions.

Economic Adjustment	August 1, 202**3** **3%**	August 1, 202**4** **3%**	August 1, 202**5** **2.75%**	August 1, 202**6** **0%**
Monthly Rate	**$1,587.04**	**$1,634.65**	**$1,679.60**	**$1,679.60**
Basic Per Day (up to 110 km)	**$86.25**	**$88.84**	**$91.28**	**$91.28**
Next 111 – 199 km @	**0.2960**	**0.3049**	**0.3133**	**0.3133**
Over 200 km @	**0.3222**	**0.3319**	**0.3410**	**0.3410**

a) The route distance used to calculate the daily rate of pay for permanent bus drivers shall be the route distance as established on September 30 of each year.

b) Although the bus route may change from time to time throughout the period of time from September 1 to June 30, the daily rate of pay shall be based upon the route distance as of September 30.

2) Field Trip Rates

Effective August 1, 202**3** – **$19.63** per hour plus **17.36** cents/km over 100 km
Effective August 1, 202**4** – **$20.22** per hour plus **17.88** cents/km over 100 km
Effective August 1, 202**5** – **$20.78** per hour plus **18.37** cents/km over 100 km
Effective August 1, 2026 – $20.78 per hour plus 18.37 cents/km over 100 km

a) Where an employee is required and authorized to use a personal vehicle to pick up a bus for academic-based activities**,** the **b**oard-approved mileage rate shall apply. Drivers shall be compensated for kilomet**r**es driven from their residence to the regular drivers' residence or to the garage, as the case may be, and return when using their personal vehicle to pick up a bus.

b) Driving time and distance shall be calculated from the commencement of the trip, departure from the school to the return to the school. The minimum hours to be paid for each trip shall be two (2) hours (including waiting time).

c) Except in unforeseen circumstances (i.e.**,** inclement weather), if a trip is cancelled less than twenty-four (24) hours prior to the commencement of the trip, the driver shall be compensated at the minimum time as indicated in Article b) above.

3) Plug-in Power

a) Rates **will be** payable annually on January 28 to permanent drivers for **the** full season.

b) Temporary and casual bus drivers will be compensated for plug-in power for each day they work during the period of November 1 to March 31**,** inclusive. The equivalent amount will**,** in turn**,** be deducted from the regular driver that the spare is driving for.

Effective January 1, 202**3:**	Diesel Buses	Gasoline
	$342.83	**$218.56**

c) Effective January 1, 2021**,** and subsequently prior to January 28 of each year, increases in SaskPower rates between January 1 and December 31 of the previous year will be determined, and rates payable to the drivers will be increased by the percentage amount of any such increase.

4) Bus Servicing

Applicable to those drivers who specifically drive their bus to a designated school division garage for service from/to school. Drivers shuttling buses for repair to various locations outside their regular bus service area shall be paid the hourly rate and will not be paid the per kilomet**r**e rate.

Effective August 1, 202**3** – **$19.63** per hour
Effective August 1, 202**4** – **$20.22** per hour
Effective August 1, 202**5** – **$20.78** per hour
Effective August 1, 2026 – $20.78 per hour

Drivers shuttling buses for repair to various locations outside their regular bus service areas shall be paid the following rates:

Effective August 1, 202**3** – **$19.63** per hour
Effective August 1, 202**4** – **$20.22** per hour
Effective August 1, 202**5** – **$20.78** per hour
Effective August 1, 2026 – $20.78 per hour

5) Bus Driver In-services

Bus drivers shall receive compensation in accordance with Article 2 Schedule II actual time spent attending school division sponsored in-services.

6) Bus Driver Medicals and Test Fees

Regular and spare drivers who have driven at least thirty (30) times during the previous three (3) school years shall be reimbursed for medical and driver test fees associated with re-qualifications. The maximum reimbursement shall be **two hundred fifty dollars (**$**2**50.00**)**. Claims for reimbursement must be supported by the original copy of the appropriate receipts.

7) Allowance for Wheelchair Buses

Drivers transporting students in wheelchairs shall receive an allowance of **$8.11** per day per student for each scheduled day. Effective August 1, 202**4,** the daily rate shall increase to **$8.35** and effective August 1, 202**5**, the daily rate shall increase to **$8.58**.

Subject to written approval by the director **of education** or designate, where a driver is required to physically assist loading, securing, and unloading a student with special needs**,** they may make application to the director **of education** or designate and receive the specified daily allowance per student for each scheduled day.

8) Cell Phone Allowance

i) Upon written application to the director **of education** or designate, a cell phone allowance of **twenty-five dollars (**$25.00**)** per month worked shall be paid to regular permanent drivers who use their personal cell phone for work and may be prorated on a daily basis of **one dollar (**$1.00**) per** day or weekly basis for partial months worked.

ii) If the division**'s** monthly cell phone allowance rate increases, this negotiated cell phone allowance rate will increase to the same rate.

iii) Upon written application to the director **of education** or designate, spare drivers shall receive an additional **one dollar (**$1.00**)** per day worked in recognition for carrying a cell phone.

9) Bus Washing Allowance

Drivers shall receive an allowance of **two hundred dollars ($200.00)** per academic year.

Casual employees working five (5) consecutive days for the same driver will receive a **five-dollar (**$5.00**)** bus wash allowance.

10) Split Shift Recruitment/Retention Adjustment

In recognition of the difficulty of recruiting and retaining bus drivers due to the requirement of unsociable split shifts, effective for the 202**3**-202**4** school year**,** the prorated annual adjustment shall increase to **$636.39**. For the 202**4**-202**5** school year**,** the rate shall be **$655.48,** and for the 202**5**-202**6** school year the rate shall be **$673.51**.

NOTE: Retroactive pay will be provided to all current active bus drivers effective August 1, 202**3,** based on the rates identified in Schedule II.

LETTER OF UNDERSTANDING

BETWEEN

THE BOARD OF EDUCATION OF THE GOOD SPIRIT SCHOOL DIVISION NO. 204 OF SASKATCHEWAN

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5123

Re: Payment of Dues for Casual Employees

Whereas the union has requested that effective November 1, 2024, the board deduct and remit union dues for casual employees who are replacing permanent and temporary employees.

Therefore, the parties hereby agree that effective November 1, 2024, the board shall deduct and remit union dues for casual drivers replacing permanent and temporary employees.

This letter of understanding shall be effective for the term of the collective bargaining agreement between the parties unless either party provides three (3) months' notice to amend or terminate this letter of understanding.

Signed this 12 **day of** March**, 2025.**

On behalf of Good Spirit School Division No. 204:

Quintin Robertson

Keith Gervais (Mar 12, 2025 16:16 MDT)

Nicole Pohl (Mar 17, 2025 14

On behalf of the Canadian Union of Public Employees, Local 5123

Michele Federuik (Mar 18, 2025 18:56 MDT)

Bev Wyatt (Mar 18, 2025 19:15 MDT)