ARTICLES OF A

COLLECTIVE AGREEMENT

between

SERVICE EMPLOYEES INTERNATIONAL UNION – WEST (SEIU-West)

and

THE BOARD OF EDUCATION OF THE HOLY FAMILY ROMAN CATHOLIC SEPARATE SCHOOL DIVISION NO. 140

September 1, 2021 to June 30, 2025

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PREAMBLE

WHEREAS it is agreed that at all times and under all circumstances the first concern of both parties hereto is the welfare of the students and staff of the schools and the efficient and economical operation of the schools.

WHEREAS in furtherance of these purposes it is the desire of both parties to maintain harmonious relations between the Employer and the Union, having regard to the responsibilities in attending to the work, the nature of the duty thereof and the manner of its discharge.

NOW THEREFORE the parties hereto mutually agree as follows:

ARTICLE 1 INTERPRETATION

1.01 Definition

"Permanent Employee" means the permanent incumbent of a permanent position who has successfully completed the probation period.

"Temporary Employee" means a person who is hired for a predetermined period of time of greater than sixty (60) days.

"Employer" shall mean the Holy Family Roman Catholic Separate School Division No. 140 of Saskatchewan.

"Union" shall mean Service Employees International Union – West or SEIU - West.

"Calendar Year Employees" are hired to work for twelve (12) consecutive months.

"Academic Year Employees" are hired to work on or before the first school day to the last school day, exclusive of school vacation periods, as determined by the Employer.

1.02 Scope

The Employer recognizes SEIU-West as the sole and exclusive bargaining agent for all employees covered by the Certification Order issued by the Labour Relations Board of Saskatchewan dated October 7, 2010 (LRB File No. 145-10) attached as **Schedule 'B'** hereto.

The Employer hereby agrees to negotiate with the Union or its designated Representative in matters affecting the relationship between the parties to this Agreement.

Should a dispute arise, concerning whether a particular job comes within the bargaining unit covered by this Agreement, the matter may be submitted by either party to the Saskatchewan Labour Relations Board.

1.03 Management Responsibilities

The Union recognizes that it is the function of the Employer to manage, subject to the terms of this Agreement, the affairs of the School Division and that employees will perform work in accordance with Division Policy. For the purposes of illustration only and not to limit the above the Union acknowledges that it is the function of the Employer to hire, discipline, transfer, promote, demote or discharge employees.

1.04 New Employees

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

(a) Union Security

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

the periodic dues uniformly required to be paid by the members of the union.

(b) Union Dues Check-Off

The Employer agrees that upon written request by the Union, accompanied by signed authorization cards, monthly dues shall be deducted for and on behalf of all employees who are members of the Union, and such monies shall be paid to the Treasurer of the Union not later than the fifteenth (15th) calendar day of each month, accompanied by a list of the names of all employees for and on behalf of whom such deductions have been made. Monthly statements showing the names of all additions and deletions of staff shall also be forwarded to the Treasurer of the Union. The Union shall furnish the Employer with the Dues Authorization Cards. The Employer will record all union dues deducted in the previous year on the employee's income tax (T-4) slips.

(c) The Employer agrees to provide each new employee with a copy of the collective agreement, relevant benefits plans and relevant pension plan in place at the time of hire. The Employer will introduce all new employees to a local Union Steward or designate.

1.05 Strikes and Lock Outs

It is agreed by the parties hereto that there shall be no lockouts by the Employer or strikes by the Union during the term of this Agreement.

1.06 Contracting Out

(a) There shall be no contracting out of work, which would result in a lay-off of present employees.

(b) The Employer reserves the right to hire personnel on a part time basis to assist in the undertaking of such duties as the Employer determines to be necessary for the maintenance, upkeep and repair of the facilities.

1.07 Work of the Bargaining Unit

Employees covered by this Agreement shall not suffer any loss of benefits provided by this Agreement due to the Employer hiring casual labour, student employment or contracting work in areas pertaining to or related with the bargaining unit. The Employer agrees that no employee shall be laid off or have their hours of work reduced due to the utilization of volunteers.

ARTICLE 2 NO DISCRIMINATION

2.01 No Discrimination

Unless otherwise permitted by Section 17 of *The Saskatchewan Act*, Section 360 of *The Education Act, 1995* or Subsection 16(5) of *The Human Rights Code*, and with the exception of word or action contrary to the teachings of the Catholic Church, the Employer and the Union agree that there shall be no discriminatory practices with respect to an employee on the basis of any ground prohibited by *The Saskatchewan Human Rights Code* nor by reason of his/her membership or activity in the Union.

ARTICLE 3 GRIEVANCE PROCEDURE

3.01 Definition

A grievance shall be defined as any difference or dispute between the Employer and any employee or the Union arising out of the interpretation, application or alleged violation of any specific provision of this Agreement.

3.02 Procedure

For the purpose of this Article, an "informal discussion between the parties" may be satisfied by a discussion between the employee and the Principal or between the employee and the Human Resources Manager regarding the dispute or difference.

Where a dispute or difference has not been resolved following informal discussion between the parties, the agreed procedure for the resolution of all grievances, except for dismissals which shall be initiated at Step 2, shall be as follows:

STEP 1

(a) In the event of a grievance arising, the grievance specifying the offended Article and the remedy sought shall be presented in writing, within thirty (30) working days of the event giving rise to the grievance, to the Principal and a copy presented to the Human Resources Manager on the same day or as soon as practicable.

(b) The employee concerned, a representative of SEIU -West, and if the employee desires, a member of the local bargaining unit shall meet with the Principal and the Director of Education or designate to discuss the grievance within ten (10) working days of its receipt by the Human Resources Manager.

(c) The Principal or Human Resources Manager, as applicable, shall render a written decision to the employee, with a copy to the Union, within ten (10) working days of such discussion.

(d) The parties may agree to a single arbitrator.

STEP 2

(a) Failing agreement under Step 1, a written application for a hearing may be made by the Union through the Human Resources Manager to the Employer within ten (10) working days of receipt of the decision at Step 1.

(b) The hearing shall occur at the next regular meeting of the Employer following receipt of the application, when the Employer meeting occurs within three (3) working days following receipt of the application. Otherwise such hearing shall occur at the next subsequent regular meeting of the Employer.

(c) The Employer shall send its decision, in writing, to the employee, with a copy to the Union, within ten (10) working days of the hearing.

STEP 3

(a) Grievances which cannot be resolved through the above may be referred to a Board of Arbitration within twenty (20) working days following receipt of the Employer's decision at Step 2.

(b) The Board of Arbitration shall consist of one (1) member appointed by the Union, one (1) member appointed by the Employer, and a chairperson, jointly named by the two (2) members so appointed.

(c) Where the appointees of the parties fail to agree, within twenty (20) working days of the second nominee's appointment, on the appointment of a chairperson either party may request the chairperson of the Labour Relations Board to appoint the chairperson.

3.03 Decision of the Board of Arbitration

The Board of Arbitration shall:

(a) Not have the power to change this Agreement, or to alter, modify, or amend any of its Articles;

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

(c) Make every effort to render a final and binding decision within sixty (60) working days of the Arbitration Hearing.

3.04 Time Limits

The time limits fixed in the grievance and arbitration procedure may be extended by mutual consent of the parties to this Agreement. The grievance will be deemed to be settled unless the parties agree in writing to extend the time limit prior to the occurrence of the time limit.

3.05 Expenses of the Board

The Union and the Employer shall each pay one-half (.50) of the remuneration and expenses of the Chairperson of the Board of Arbitration.

3.06 Logistics

(a) The parties shall have the assistance of any employee concerned as a witness and any other witnesses that may be required. The employee concerned and a local Union representative as identified in

Article 3.02 (Procedure) shall suffer no loss in pay in attending the discussions and meetings, specified under Article 3.02 (Procedure Step 1, Step 2 and Step 3) which occur during their hours of work.

(b) The Union recognizes that a local Union representative is employed to perform full time work for the Employer. The Employer recognizes that a local Union representative has a responsibility to negotiate the settlement of grievances as they relate to this Agreement in such a way as to not disrupt the activities of the school.

ARTICLE 4 SENIORITY

4.01 Definition

(a) Subject to Article 5.03 (Probation Period and Trial Periods), seniority shall be determined on the basis of continuous service that an employee has accumulated from the first (1st) day of uninterrupted service with the Employer and shall be expressed in terms of actual hours worked.

(b) The following shall not constitute an interruption in service:

- Normal interruptions during the scheduled school vacation periods;
- Annual vacation;
- Paid holidays;
- Paid leaves;
- Any leave resulting from illness, injury, or disability maternity, adoption, or parental leave;
- Recalled to work within twelve (12) months following a lay-off.

4.02 Seniority List

The Employer shall forward a seniority list to the Union on or before September 1st and February 1st of each year. At the same time a copy of the seniority list will be posted on a designated bulletin board in the school. The seniority list is open to challenge for a period of twenty (20) working days. A correction shall be made upon proof of error being provided by the employee in writing to the Payroll/Human Resources Administrator within the challenge period of twenty (20) working days. If the employee was on a leave of absence on September 1st or February

1st of the year in question, the challenge period for that employee shall be twenty (20) working days from the date the employee returns to work.

The listed seniority or the challenged and revised seniority is deemed correct and is not open to future retroactive challenge by the employee.

4.03 Seniority Lost

An employee shall only lose seniority and be deemed discharged in the event that the employee:

(a) Ceases to be an employee of the Employer;

(b) Fails to return to work following a lay-off within seven (7) working days of being notified by registered mail to do so. It shall be the responsibility of the employee to keep the Employer informed of his current address. If the employee fails to do this, the Employer will not be responsible for failure of a notice to reach the employee; or

(c) Is laid off from a permanent position for a continuous period in excess of twelve (12) months.

ARTICLE 5 VACANCIES, LAY-OFF AND RECALL

5.01 Posting

(a) When a vacancy occurs, the Union agrees that prior to posting the vacant position, the Employer shall continue the current practice of making any lateral moves of employees that serve to meet the needs of the students. The posted vacancy may not be the position originally vacated.

(b) When a position is to be filled the Employer shall post a notice of the vacancy at the schools within the Division, including the Employer Office. The Notice will be posted for a minimum of five (5) working days to allow the existing employees to make a written application to the Payroll/Human Resources Administrator. At the same time as those vacant positions are advertised internally, they may also be advertised publicly. During summer break, the notice of posting shall be communicated to members through the individual's Holy Family email.

(c) Information of Postings

The posting shall contain the following information:

- Nature of position;
- Status: FT/PT Permanent/Temporary;
- Current school/work location;
- Required qualifications as stated in the job description;
- Shift including normal hours, which may be subject to change;
- Wages or salary rate, or the range;
- Date of commencement of the position;
- Closing date of the posting; and
- A Union position represented by SEIU-West.

(d) When a new temporary position known to be sixty (60) calendar days or greater occurs the Employer shall post the position. A permanent employee appointed to a temporary position shall be returned to their original permanent position at the termination of the temporary appointment. If a permanent employee substitutes in another position, they shall continue to receive all benefits of a permanent employee.

(e) The Employer agrees to provide a copy of each job posting to SEIU-West at the time of its origin.

5.02 Appointment

(a) (1) In filling a position vacancy the appointment shall be made, first to internal applicants who the Employer considers to possess the required qualifications, knowledge, education, and suitable skills and abilities acceptable to perform the duties of the available position. In the event that there are two (2) or more internal applicants who the Employer considers to have the required qualifications, knowledge, education, and suitable skills and abilities, seniority shall be the deciding factor in the appointment.

(2) **Temporary employees whose term expires end of June shall be considered "internal applicants" until September 30th and if selected, their seniority earned by June end shall be included on the next seniority list.**

(b) The successful applicant shall be notified by Letter of Appointment and within five (5) working days of awarding the position, their name will be posted on designated bulletin board(s) for a minimum of seven (7) calendar days, with a copy forwarded to SEIU-West Moose Jaw office.

(1) If the applicant with the most seniority is not successful in obtaining the position, they shall be so advised in writing together with reasons, with a copy forwarded to SEIU-West Moose Jaw office.

(c) Unless mutually agreed otherwise, an employee selected from the posting procedure shall commence the job on the date of commencement as stated in the original job posting or within ten (10) working days after the closing date of the original job posting.

(d) The Employer will provide an appropriate orientation to all new staff with pay after their appointment.

5.03 Probation and Trial Periods

(a) Probation Period

A newly hired employee shall be on probation for a period of three (3) continuous months of work or the applicable classification full-time equivalent of sixty (60) continuous worked days, whichever is greater from the date of hiring.

During the initial Probationary period:

(1) The employer will convey expectations for the position to the employee.

(2) The process of monitoring new employees is on-going. A performance evaluation will be conducted no later than two-thirds of the way through the probationary period.

(3) Once an evaluation has been completed by the supervisor, a written summary will be provided to the employee. The evaluation will be signed by the employee. The employee may attach a written letter with comments to the evaluation.

(4) Upon successful completion of the probationary period, the

employee shall be appointed to the permanent staff: the employee shall be informed in writing.

(b) Trial Period

The successful internal applicant shall be notified within one (1) week following the end of the posting period. The successful applicant will be provided with a trial period of up to thirty (30) worked days from the date of appointment to the new position. Trial periods shall not apply to employees accepting positions within the same job classifications. In the event the successful employee proves unsatisfactory to the position during the trial period, or if the employee so wishes during the trial period, they shall be returned to their former position and wage without loss of seniority. Any other employee hired, promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former status or position and wage rate without loss of seniority.

5.04 Lay-off Notice

(a) Termination or Indefinite Lay-off

Except for just cause other than shortage of work, the Employer shall not discharge or lay-off an employee who has been in his/her service for at least three continuous months without giving that employee at least:

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

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

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

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

(5) Eight (8) weeks' written notice, if his period of employment is ten

(10) years or more.

(b) Automatic Lay-off

Employees, who work on the basis of the academic year, shall be deemed to be laid off for the school vacation periods. Recall following the school vacation periods shall be automatic unless the Employer has served termination or indefinite lay-off notice under Article 5.04 a) (Lay-off Notice - Termination or Indefinite Lay-off). This Article will serve as notice of lay-off and recall for the school vacation periods. Article 5.04 a) (Lay-off Notice - Termination or Indefinite Lay-off) does not have application in these situations.

5.05 Staff Reassignment or Lay-off

Where a staff reduction is necessitated within a classification in the applicable town:

(a) given that the particular educational or developmental needs of any directly affected pupil, if applicable, as determined by the Director of Education or designate, are met to the satisfaction of the Director of Education or designate; and

(b) given that any additional qualifications of the staff in that classification are considered for transfers to a permanent position vacancy for which they have the required qualifications, knowledge, education, skills and abilities, in another classification within the scope of this Agreement, and

(c) given that an employee may be reassigned from their current classification to the least senior position in another classification provided that the employee has the required qualifications, knowledge, education, skills and abilities for that position in the other classification.

A lay-off notice will be served to the employee with the least applicable seniority in that classification within the applicable town or the redundant employee may accept a lay-off.

Employees, after being advised of their options, shall be granted up to three (3) working days to advise the Employer in writing of their option. If no selection is made, the employee shall be deemed to have accepted lay-off.

Where a lay-off notice has been issued pursuant to Part 2 (Employment Standards) of *The Saskatchewan Employment Act,* and where requested by either party, representatives of the Employer 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 Employer.

5.06 Recall

(a) No new permanent employee will be hired in a classification covered by this Agreement until those laid off, if any, in that classification have been provided with an opportunity in accordance with the provisions of Article 5.01 (Posting) and Article 4.03 c) (Seniority Lost), to fill the available vacancy.

(b) Employees who have the required qualifications, education, knowledge, skills and abilities for the position will be recalled in order of seniority.

(c) An employee shall, during a lay-off, maintain but not accrue; all previously earned benefits and rates of pay.

(d) The Employer will not fragment full-time positions. The Employe will maintain as many full-time, then part-time Employees as is reasonably possible. The use of casuals shall be kept to a minimum.

5.07 Organizational Change and/or Reorganization of Work

The parties agree that where there is pending organizational change and/or the reorganization of work, the Employer shall engage in meaningful consultation with the Union in advance of the decision-making stage.

ARTICLE 6 ANNUAL VACATIONS AND PUBLIC HOLIDAYS

6.01 Calendar Year Employees

(a) Vacation Entitlement

The Employer recognizes the following as the annual vacation entitlement of calendar year employees:

(1) After completion of one (1) year service, the employee is entitled to three (3) weeks paid vacation;

(2) After the completion of eight (8) years of service, the employee is entitled to four (4) weeks paid vacation;

(3) After the completion of fifteen (15) years of service, the employee is entitled to five (5) weeks paid vacation; and

(4) After the completion of twenty-two (22) years of service, the employee is entitled to six (6) weeks paid vacation.

(b) Requests for vacation leave shall, where possible, be submitted to the Principal or immediate supervisor at least fourteen (14) calendar days in advance of the requested leave.

(c) Summer Vacation

Summer vacation requests shall be submitted to the supervisor by April 15th of each year. The Supervisor shall respond with confirmation of vacation approvals by April 30th each year. Vacation will be granted in order of seniority with consideration for the operational needs of the organization.

(d) Vacation Scheduling

Annual vacation for employees who work on a calendar year basis shall be taken during the year in which it is earned unless otherwise agreed upon between the Human Resources Manager and the employee with consideration for the operational needs of the organization.

(e) Vacation Carry Forward

(1) Prior to May 1st of the current year, employees must present written notification to the Human Resources Manager or designate of their wish to carry forward any vacation days into the next year.

(2) An employee who has completed one (1) year of service shall be permitted to carry forward a maximum of five (5) vacation days into the next year.

(3) An employee who has completed eight (8) years of service may be permitted to carry forward a maximum of ten (10) vacation days into the next year upon the approval of the Human Resources Manager's review of the operational needs of the organization with consultation of the supervisor.

(4) Where an employee has carried forward vacation days into the next year it is understood that those days must be used in the next year.

(f) Displacement of Vacation

Where an employee's annual vacation has been disrupted for any of the following occurrences:

(1) Bereavement Leave; or

(2) Sick Leave which requires hospitalization; or

(3) Sick Leave for an illness which could confine the employee for a duration of at least three (3) consecutive days; or

(4) Sick Leave immediately prior to commencing his/her scheduled vacation and such illness continues into the period of scheduled vacation.

The period of vacation so displaced by any of the aforementioned shall either be added to the vacation period requested by the employee and approved by the Employer or reinstated for use at a later date.

Where the Employee requests the displaced vacation to be charged against Sick Leave credits to the extent available, the employee shall be required to provide medical verification of the illness. Such request for medical verification shall be made during the period of the illness.

6.02 Academic Year Employees

(a) Vacation Pay Entitlement

The Employer will recognize the following as the annual vacation pay entitlement paid in accordance with Part 2 (Employment Standards) of *The Saskatchewan Employment Act* subject to the following:

(1) After the completion of one (1) year service – 3/52^{nds} of earnings;

(2) After the completion of eight (8) years service – 4/52^{nds} of earnings;

(3) After the completion of fifteen (15) years service – 5/52^{nds} of earnings; and

(4) After the completion of twenty-two (22) years service – 6/52^{nds} of earnings.

(b) Vacation Pay

The vacation pay as provided above shall be paid to each Academic Year employee on each pay cheque.

6.03 Statutory Holidays

(a) The Employer recognizes the following as statutory holidays for calendar year and academic year employees which fall within their work year:

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

and/or any day that is declared or substituted for a statutory holiday pursuant to Part 2 (Employment Standards) of *The Saskatchewan Employment Act* or *The Education Act* and any civically proclaimed holiday within the employee's work year.

(b) Payment

The Employer will pay the vacation pay entitlement and the Statutory Holiday pay entitlement in accordance with Part 2 (Employment Standards of *The Saskatchewan Employment Act* subject to this Article on a monthly basis for academic year employees.

(1) All full-time calendar year employees shall receive the above noted Statutory Holidays with pay. Other than full-time employees shall be pro-rated in relation to hours paid in the previous four (4) week period.

(2) Statutory Holiday During Vacation

If a Statutory Holiday falls or is observed during a calendar year employee's vacation period the employee shall be allowed an additional vacation day with pay at a time mutually agreed to between the Employer and the employee.

(c) Compensation for Holiday Falling on Saturday or Sunday

When a statutory holiday falls on a Saturday or Sunday and an employee is not scheduled by the Employer to work, a day adjacent to the holiday will be scheduled as the holiday as determined by the Employer at the beginning of the academic year.

(d) Pay for Work on Statutory Holiday

Employees who are required to work on a statutory holiday or a day designated as a statutory holiday shall receive holiday pay in accordance with Article 5.03 b) plus one and one-half (1 ½) time the employees' regular rate of pay for all hours worked.

ARTICLE 7 SICK LEAVE

7.01 Definition

(a) General

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

(b) Medical Appointments

Where medical or specialist appointments cannot be made outside of daily hours of work, a claim may be made against the Sick Leave Entitlement identified in Article 7.02 (Entitlement) to a maximum of five (5) working days per calendar or academic year as applicable.

Where the operation requirements of the Employer permit, the employees may use this entitlement on an hourly basis.

(c) Quarantine

Every employee in case of quarantine by order of a medical health officer, the Ministry of Health or the Employer shall be entitled to **the employee's regular scheduled wages without loss in sick leave** credits during the quarantine for a period not to exceed twenty (20) days per year. If the employee has been employed with a board of education for less than a year, or on a part-time basis the twenty (20) days of entitlement will be prorated accordingly.

7.02 Entitlement

After thirty (30) worked days of employment with the Employer and pro-rated for part-time employees:

(a) Academic Year Employees

The Employer shall grant sick leave with pay at the rate of one and one-half (1 ½) days per month to a maximum of fifteen (15) working days per academic year and the sick leave shall accrue to the

employee's credit, to a maximum accumulation of one hundred and fifty (150) working days at a time.

(b) Calendar Year Employees

The Employer shall grant sick leave with pay at the rate of one and one-half (1 ½) days per month to a maximum of eighteen (18) days per year and sick leave shall accrue to the employee's credit to a maximum accumulation of one hundred and eighty (180) working days at any time.

(c) Exceptions

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

(1) Sick in excess of thirty (30) calendar days; or

(2) On a leave of absence without pay pursuant to Article 8 (Leave of Absence); or

(3) Laid off pursuant to Article 5.04 (Lay-off Notice).

7.03 Deductions from Accumulated Sick Leave

(a) Employees on sick leave shall draw first from the current year's sick leave credits and then from their accumulated sick leave account on the basis of one (1) day's regular pay for each work day until such credits are exhausted.

(b) Employees on sick leave shall open a claim for long term disability (LTD) before the qualification period of 105 calendar days is reached.

(1) If the claim is approved and the employee receives LTD benefits, no sick leave credits will be used after the 105 calendar days. The unused sick leave credits remain for future use.

(2) If the claim is not approved the employee may continue to use sick leave until all, is needed, sick leave credits are exhausted.

7.04 Proof of Illness

The Employer reserves the right in the event of an application for sick leave, to require a medical certificate at the time of notice or during an illness acceptable to the Employer. Where the physician charges for the certificate the Employer will reimburse the employee upon submission of a receipt.

7.05 Notification

It shall be the duty of every employee who is absent due to sickness to promptly notify the principal or Human Resources Manager, as applicable.

7.06 Accumulation Notification

All employees shall be advised of their sick leave accumulation as at present on each of their semi-monthly pay statements.

7.07 WCB Supplement

(a) When an employee is injured in the performance of his duties, or when an employee incurs an industrial illness, and the accident or illness is compensable under the provisions of *The Workers' Compensation Act,* the Employer shall:

(1) Receive any wage loss benefits payable from workers' compensation paid directly to the employer on behalf of the employee.

(2) Pay such employee regular earnings less statutory deductions for up to a maximum of one (1) year. This establishes a supplement top up to regular wages from workers' compensation benefits.

(b) After one (1) year from the date of injury, to not more than two (2) years from the date of injury or until the employee's sick leave credits are exhausted, whichever occurs first, the employer shall:

(1) Receive any wage loss benefits payable from workers' compensation paid directly to the employer on behalf of the employee.

(2) Pay such employee regular earnings less statutory deductions until sick leave credits are exhausted.

(3) Deduct the difference between the employee's regular earnings and the wage loss benefits payable from workers' compensation from employee's accumulated sick leave credits.

(c) At the end of one (1) year or when the sick leave credits are exhausted the wage loss benefits payable from workers' compensation will be paid directly to the employee.

7.08 Return To Work/Duty To Accommodate

Accommodation of employees within the workplace is a shared responsibility between the Employer, the Union and the employee. All parties shall work co-operatively to foster an atmosphere conducive to accommodation.

(a) Medical Information

It will be the responsibility of the employee returning to work to provide the Employer with initial medical evidence of the limitations or restrictions associated with the disability, injury or illness. The Employer's request for the above medical information shall be reduced to writing, given to the employee, and the employee shall provide the request to his/her medical practitioner. The Employer shall not contact the employee's physician and/or medical practitioner(s) without the employee's written consent. Further information, if required, shall be provided to the Employer as follows:

(1) A prognosis for recovery, with or without limitations;

(2) Objective medical evidence as provided by the employee's medical practitioner as to the employee's fitness to perform the specific duties of his/her current job, or the accommodation being considered;

(3) How long any limitations or restrictions may last.

(b) Confidentiality of Employee Medical Information

The procedure for assessment of the capacity of an employee to perform the duties of his/her job or modified work must be made in such a way as to protect the confidentiality of the employee's medical information.

(c) Return to Work/Duty to Accommodate Placement
The Employer will look for appropriate placement according to the employee's medical restrictions, seeking potential accommodations in the following order:

(1) Into the employee's existing position;

(2) Into the employee's existing position, with modified and/or bundled duties;

(3) Into the employee's existing classification in another position;

(4) Into the employee's existing classification in another position, with modified and/or bundled duties;

(5) Into another classification within the employee's bargaining unit;

(6) Into another classification within the employee's bargaining unit with modified and/or bundled duties;

(7) Failing all of the above, consideration shall be given to classifications outside the employee's bargaining unit.

(d) Modified Position

Any position with modified and/or bundled duties, as part of a Return to Work/Duty to Accommodate process, that is subsequently vacated, shall not be posted with the modified and/or bundled duties. Should the Employer choose to fill the vacated position, the position shall be posted as per the terms of Article 17 (VACANCIES AND NEW POSITIONS).

(e) Waiver of Posting Provisions

The Union acknowledges that, with due regard to the seniority and posting provisions in the Collective Agreement, a job vacancy may also be considered to facilitate an employee's Return to Work/Accommodation. In such circumstances the Employer and the Union may agree to waive the provisions of Articles pertaining to vacancies, promotions, lay-offs and classifications.

ARTICLE 8 LEAVE OF ABSENCE

8.01 General Leave

(a) Short Term

An employee may be entitled to a leave of absence of less than four (4) continuous working days, subject to operational feasibility, without pay and without loss of seniority. The request will be made, in writing, to the Principal.

(b) Long Term

An employee may be entitled to a leave of absence of four (4) continuous working days or more, subject to operational feasibility, without pay and without loss or accrual of seniority. The request will be made, in writing, at least two (2) weeks prior to the requested leave date to the Principal.

(c) Subsequent to and Consecutive with Maternity, Parental and Adoption Leave

Employees granted general leave subsequent to and consecutive with a Maternity, Parental or Adoption Leave as per Article 8.09 (Maternity, Parental and Adoption Leave) shall accrue seniority for the period of the extended leave.

8.02 Compassionate Leave

The Employer shall grant leave of one (1) day per year with pay and without loss of seniority for an employee to attend to family needs (as defined in Article 8.02 b). The Employer may grant additional leave of

one (1) day per year with pay. Such leave shall not be unreasonably denied.

(a) "Compassionate" shall mean:

(1) the illness or injury of a member of the employee's immediate family, requiring the employee's personal attention; or

(2) the care by a health provider of the employee's child or spouse or presence where the employee's personal attention or attendance is necessary.

(b) "Immediate Family" shall mean: spouse, father, mother, sister, brother, child, stepchild, adopted child, substitute parents, guardian, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandparents, grandparents in law, great grandparents, great grandparents in law, grandchildren and great grandchildren.

8.03 Personal Leave

Employees shall be granted two (2) days leave of absence per year with pay and without loss of seniority.

(a) "Personal" leaves shall be defined as family responsibilities that require the attention or attendance of the employee in a circumstance that is not provided for in another provision or for general wellness.

8.04 Bereavement Leave

The Employer shall grant a leave of absence with pay of up to five (5) consecutive working days without loss of seniority and to a maximum of five (5) days with pay in the event of death of an immediate family member as defined in Article 8.02 (b). Such leave includes travel time.

8.05 Application for Approval

The employee must submit a written request on the approved leave form identifying the circumstances concerning the leave to the Employer, and

when a prior request is not possible, the employee shall submit the request immediately following the absence.

8.06 Mourner's Leave

The Employer shall grant, upon written request, a leave of absence without pay but without loss of seniority to attend the funeral of a relative not identified in Article 8.02(b) (Immediate Family) or a friend's funeral.

8.07 Union Leave

Insofar as the regular operations permit designated employees shall be granted leaves of absence without pay to attend to Union business:

(a) Such request must be submitted in writing to the Employer at least five (5) working days in advance except in cases where it is mutually agreed otherwise. Designated employees shall be granted leave on a ratio of: One (1) for the first twenty-five (25) in-scope, one (1) for the next twenty-five (25) in-scope or major fraction thereof, and one (1) for each fifty (50) in-scope or major fraction thereof.

(b) The Employer agrees to continue to pay normal salary and benefits to employees allocated on a short-term basis of one (1) month or less to attend to Union business as referred to in Article 8.07 and that the Employer is to charge the Local Union for reimbursement of the cost. Such costs shall only include:

(1) Actual lost wages;

(2) Employer's share of Canada Pension Plan contributions;

(3) Employer's share of Employment Insurance premiums;

(4) Employer's share of MEPP contributions or equivalent;

(5) Employer's share of Group Insurance premiums;

(6) Employer's share of disability Income contributions;

(7) Worker's Compensation premiums; and

(8) Extended Health and Enhanced Dental premiums.

(c) On leaves of absence of more than one (1) continuous month, and at the request of the Union, the Employer agrees to pay normal salary and benefits to an employee, and will charge the Union, in addition to those costs set forth in Article 8.07 b) an appropriate amount for the following benefits:

(1) Annual vacation;

(2) Sick leave, and

(3) Statutory Holiday.

On leaves of absence of more than one (1) continuous month, the Union shall provide the Employer with a report of the Employee's sick leave used, statutory holiday observance(s) and vacation usage for those employees.

(d) An employee who is elected or selected for an Executive position with the Union or any labour body with which the Union is affiliated, shall be granted Union leave for the term of office.

8.08 Jury / Witness Duty

An employee who is absent from work as a result of being subpoenaed to be a witness in court, or of being required to serve on a jury shall be paid the employee's normal salary without loss of seniority while absent subject to the following conditions:

(a) The employee shall pay to the Employer any remuneration other than expenses, which the employee receives, for such absence. With respect to the Court of Queen's Bench, the employee, if appearing as a witness, shall make application in accordance with "The Court of Queen's Bench Fees Regulations" for witness fees.

(b) The employee shall notify the Employer as soon as possible after receipt of notice for such absence.

(c) This Article does not apply to an employee who:

(1) Has a direct or indirect interest in the outcome of any proceedings; or

(2) Appears as an accused in any proceedings.

8.09 Maternity, Parental and Adoption Leave

The parties agree that leave will be provided in accordance with *The Labour Standards Act*. The Employer may, upon written request, grant a further leave of absence without pay pursuant to Article 8.01 c) (General Leave - Subsequent to and Consecutive with Maternity, Parental and Adoption Leave). A copy of the appropriate Articles of *The Saskatchewan Employment Act* will be provided in each school resource centre and Employer office.

8.10 Course Leave

(a) Where the Director of Education or designate requires an employee attend a workshop, conference or educational program, such attendance shall be with pay, exclusive of overtime and shift differential. The Employer shall pay the cost of the workshop, conference or educational program and any directly related and approved expenses as per the Holy Family Travel Rates.

(b) When the course is taken outside of normal working hours the employee will be paid straight time pay for time spent in travel and taking the course.

(c) Where time away from work is required for the purposes of this Article, the employee will be provided with a leave with pay.

(d) Where an employee makes written application to attend a workshop, conference, or educational program the Employer may grant the necessary time off with pay, exclusive of overtime.

Where the employee does not successfully complete the educational program, or leaves the employ of the Employer before successfully completing the educational program, the Employer may ask to be reimbursed the cost of the course and directly related and approved expenses.

8.11 Leave for Public Office

An employee who is elected to Public Office shall be granted unpaid leave of absence as required by the terms of such Public Office.

8.12 Compassionate Care Leave

The purpose of **compassionate care leave is for the employee to access time away from work, without pay, to provide care or support to a gravely ill family member with a significant risk of death. Such leave shall be granted in order to ensure that the employee has access to the Federal Compassionate Care Benefit Program. The employee may also request vacation, Statutory Holidays, time off in lieu or unpaid time off as required. Seniority shall accumulate during such leave.**

ARTICLE 9 WORKING CONDITIONS

9.01 Scheduling

The days to be worked and the daily hours of work, including starting time, meal and rest breaks, as applicable and finishing times, shall be determined by the Principal of the school or the applicable supervisor after consultation with the employee and shall be communicated to the employee.

A regular schedule for academic year employees shall be Monday to Friday between the hours of 07:00 hours and 17:00 hours.

Normal full-time hours of work for calendar year employees shall be Monday to Friday, eight (8) hours per days between the hours of 07:00 hours and 22:00 hours.

(a) Calendar based employees will have their regular schedule determined by their supervisor or designate.

(b) Rest periods of of ten (10) minutes each shall be permitted to employees for each three (3) hours worked. The supervisor will make every effort to schedule each rest period mid-way through each half shift as the timetable permits. Where possible, rest periods of fifteen (15) minutes, shall be permitted.

(c) Employees shall receive a minimum of fourteen (14) days written notice of any change to their confirmed scheduled start and end time.

9.02 Hours of Work – Academic Year Employees

(a) Normal full-time hours of work shall be eight (8) hours per day, or forty (40) hours per week.

(b) Noon period supervision is not part of an employee's regular assignment.

(c) The hours of work as stated in this Section are not to be construed as a guarantee of hours to be worked.

(d) Academic Year Employees

Where the normal scheduled hours are less than seven (7) hours in a given day or thirty-five (35) hours in a given week, the applicable rate of pay identified in Schedule "A" (Salary Schedule and Allowances) will be paid until eight (8) hours in a given day or forty (40) hours in a given week, is achieved and where prior authorization for the hours is provided by the Principal or applicable supervisor.

(e) Days of Work – Academic Year Employees

The days of work shall be based on instructional student contact days as set out by the Employer each year. Additional days may be assigned by the Employer to each classification. All employee schedules will be communicated by June 30th for the following school year by the supervisor or designate.

(f) Full-Time Equivalent – Academic Year Employees

A full-time equivalent for an educational assistant is six (6) hours per day. A full-time equivalent for an administrative assistant is seven (7) hours per day. A full-time equivalent for a library technician is six and a half (6 ½) hours per day.

(g) Scheduling for Educational Assistants

The Director of Education or designate shall meet with the SEIU-West Union Representative within a reasonable amount of time to discuss scheduling assignments for Educational Assistants.

(h) Additional Hours of Work

Where additional work becomes available, the additional time will be offered first to part-time employees within the classification and school or facility, in order of seniority, providing the employee(s) has the qualifications, knowledge, education, skills and abilities to perform the work, and then to substitute employees.

9.03 Mileage Allowance

(a) When an employee is required to use their vehicle for school business within the community and upon authorization of the principal or Supervisor, as applicable, payment shall be in accordance with Schedule "A" (Salary Schedule and Allowances). All time spent travelling while on approved employer business shall be considered as time worked and compensated at the appropriate hourly rate of pay.

(b) The out of community allowance is per km based on the Saskatchewan Provincial government rate per normal business practice for Holy Family. Out of town travel is always pre-approved by supervisor.

9.04 Bi-Monthly Pay

Employees shall be paid Bi-Monthly by direct deposit commencing July 1, 2018 per *The Saskatchewan Employment Act.* There are two pay period cut-off's as follows:

(a) The 1st – 15th of the month and deposited on the 21st.

(b) The 16th – 31st of the month and deposited on the 6th.

9.05 Itinerant Allowance

Employees who are required to work at multiple schools during the course of one work day shall be compensated in the form of a travel allowance which shall not exceed the yearly travel allowance paid to other system employees who are required to work in multiple schools during the course of the school day.

9.06 Increments

All employees shall be eligible for their next increment following the completion of one full-time equivalent which is determined by the 9.02 (f) Days of Work and 9.02 (g) Full-Time Equivalent – Academic Year Employees exclusive of overtime hours.

9.07 Noon Hour Supervision

(a) At the end of each academic school year, if the Noon Hour Supervisor position has been posted and no members of bargaining unit have applied, the position may be appointed to a member outside the bargaining unit.

(b) Where the special needs of student(s) necessitate or an emergent situation arises that could not be reasonably foreseen by the Employer, and require supervision of students during noon hour, the Employer shall have the right to assign employees to the noon hour supervisor position for temporary periods until alternate arrangements can be secured that meet the needs of the student(s).

(c) Any employee assigned to work the noon period (as defined by the bell schedule) shall be paid at the Noon Hour Supervisor rate of pay for each day.

An employee who works one half the noon period or less shall be paid one half (½) the Noon Hour Supervisor rate for each day.

9.08 Temporary Performance of Higher Duties

An employee assigned by the Employer or designate to temporarily perform the duties of another classification that has a higher rate of pay shall receive the higher rate of pay for the period of the assignment.

<u>Out of Scope</u>

Should the temporary assignment by the Employer or designate be to an out of scope position the employee shall receive the higher rate of pay for the period of the assignment.

9.09 Pension Plan

Employees shall participate in the Municipal Employees' Pension Plan and make contributions thereto in accordance with the terms of said pension plan.

9.10 Employee Benefits Plan

The Saskatchewan School Boards Association Group Benefits Plan operates as follows:

Benefit		Premium
(a)	Life Insurance	Employee - 100%
(b)	Accidental Death and Dismemberment	Employer - 100%
(c)	Long Term Disability	Employer - 100%
(d)	Dental Care Plan C	Employer - 100%
(e)	Extended Health Plan B	Employer - 75%
(f)	E.F.A.P.	Employer – 100%

Contributions During Leaves of Absence

(a) The Employer will continue to pay their share of the cost for the benefits plan when the employee is on any approved leave of absence with pay.

(b) If the employee chooses to retain benefits while on approved leave of absence without pay for a period of thirty (30) calendar days or longer, the employee will be responsible for the Employer's share of the cost of the benefit plan(s).

9.11 Post Retirement Benefit Bridging

When retiring, an employee may extend all benefits (except disability) for up to six (6) months. The cost shall be fully funded by the employee and

there will be no cost incurred by the Employer for this benefit. Any such benefit bridging extensions will be subject to any benefit plan restrictions.

9.12 Caretakers

(a) Emergency Call Back

In cases of emergency only, any employee who is called back by the Employer designate after having gone off duty, shall be paid for not less than three (3) hours of work at the rate of time and one-half (1 ½) the employee's regular rate of pay. It being understood that the employee called back may be required to work for the full three (3) hour period.

(b) Weekend Inspections Allowance

The caretaker inspecting schools on weekends shall receive a transportation allowance outlined on Schedule "A".

(c) Weekend Inspections Stipend

School caretakers assigned to do weekend inspections shall be paid a stipend outlined on Schedule A per Saturday or Sunday.

(d) Summer Schedule

During the summer school vacation period Caretakers will have the option of working a four-day (4) ten-hour (10) day work week. During the summer school vacation period, Caretakers shall further have the option of altering their scheduled hours of work in consultation with their immediate supervisor before June 1st each year. If chosen, employees shall work consecutive eight (8) hour or ten (10) hour days provided no employee commences work prior to 5:00 am and finishes work no later than 12:00 midnight on any day. The hours worked in any given week, Sunday to Saturday, shall not exceed forty (40) hours.

If there is a reasonable safety concern regarding employees working alone that arises as a result of the application of this Article, the Employer and the Union shall meet to discuss the concern.

(e) Certification Allowance

Employees holding a Fireman's Certificate, fourth (4th) or fifth (5th) class Engineer's certificate or Pesticide Application certificate and is a requirement of the position shall receive a monthly allowance outlined in Schedule A.

9.13 Bus Drivers

(a) Plug-in Allowance

Employees who provide overnight storage and parking for the Employer's vehicles shall be provided an annual allowance, as outlined in Schedule 'A', to compensate for utility charges related to plugging in vehicles during the winter.
Prior to January 1st of each year, increases in SaskPower rates between January 1st and December 31st of the previous year will be determined, and rates payable to the Drivers will be increased by the percentage amount of the SaskPower rate increases.

The plug-in allowance will be paid monthly to Driver's September to June inclusive.

(b) Bus Wash Allowance

Where the Employer is unable to make alternate arrangements for the washing of vehicles, employees shall be reimbursed for the cost of such washing. Reimbursement is subject submission of receipts and approval of the Manager of Facilities and Transportation or designate. This allowance is in addition to the allowance outlined in Schedule 'A' that is provided for the time spent washing/cleaning Division busses.

(c) Access to Situational Extra Trips

(1) At the commencement of each academic year, all employees shall submit a declaration of their availability to work additional hours beyond their regularly assigned hours of work.

(2) The Employer shall create a list of Drivers for each locale in order of seniority and based upon the employee's stated desire to drive extra situational trips. Spare Drivers shall be

added to such lists after all full-time Drivers. Opportunities for extra trips shall be offered on a rotational basis from the list established for each school.

(d) Communication

Upon written application to the Manager of Facilities and Transportation, a cell phone allowance outlined in Schedule A per month shall be paid. Employees who are in receipt of a cell phone allowance and have not worked at least one day during that month, shall not receive the allowance for that month

(e) Training and Certification Requirements

Where a Bus Driver is required to obtain additional training and/or certification in order to maintain their qualification to operate a school bus, such training shall be provided under the terms of Article 8.10 (Course Leave).

(f) Regulations

The employee shall shall comply with all provisions of *The School Bus Operating Regulations, 1987,* under *The Highway Traffic Act* as are in force in the Province of Saskatchewan.

(g) Failure to Maintain Qualifications

A Driver who fails to maintain the required driver's license and who knowingly drives a Division vehicle may be subject to discipline.

9.14 Field Trips

Employees who are requested to accompany students on field trips shall be compensated for all working time spent on the trip at their regular rate of pay.

9.15 Student Transportation – Employee's Vehicle

In situations where an employee who upon request has agreed to transport students in their personal vehicle the following circumstances and entitlements will apply:

(a) The Employer will cover the cost related to interior cleaning upon approval from their immediate supervisor.

(b) The Employer will cover the cost of the employee's insurance deductible in the event that the employee is involved in a motor vehicle accident while transporting students.

(c) The Employer will cover the cost of the employee obtaining a driver's abstract if requested to do so by Employer.

(d) The Employer will cover the cost of repairing vehicle damage sustained while transporting students upon approval of their immediate supervisor.

(e) The Employer, in conjunction with SGI will provide training related to the proper installation of special seating apparatus identified as being required for safe transportation of students.

9.16 Employee Files

(a) Statement of Access

An employee's personnel file maintained by the Employer shall be available for examination by the employee in accordance with this Article.

(b) Conditions of Access

(1) An employee shall submit a written request to the Director of Education for an opportunity to examine their personnel file.

(2) The Director of Education shall arrange with the employee for an appointment to examine the information in the presence of the Human Resources Manager or alternate at the Employer office during regular business hours.

(3) The file contents examined may not be removed by the employee from the location of the examination, but the Director of Education shall at the request of the employee, provide a copy of any or all records to which the employee has been granted access.

(4) Materials examined by the employee may not be amended, deleted or copied without the approval of the Employer.

(5) The Employer shall not charge a fee for access to the employee's file. The Employer may, at its discretion, charge copying fees in accordance with the regulations under *The Local Authority Freedom of Information and Protection of Privacy Act*.

(c) Confidentiality

(1) The presence of any confidential materials submitted in confidence shall be identified to the employee.

(2) Subject to clause (3) below, no written materials regarding the employee which were submitted in confidence may be examined unless written permission is secured from the originator of such confidential material.

(3) The views or opinions of another person about the employee, other than the views or opinions given pursuant to Subsection 31(2) of *The Freedom of Information and Protection of Privacy Act* or Subsection 30(2) of *The Local Authority Freedom of Information and Protection of Privacy Act*, are the personal information of the employee.

(d) Employee Acknowledgement of Examination

(1) The employee shall acknowledge the examination of information by signing a dated statement to that effect. Such a statement shall be retained in the employee's personnel file.

(2) An employee may submit a written comment with respect to any entry in the file, and such comment shall be attached to the relevant document and included in the file.

9.17 Footwear allowance

An allowance for the purchase of work related footwear shall be provided to all maintenance/caretaking staff. Reimbursement will

be conditional upon the submission of receipts to an annual **maximum as outlined in Schedule 'A' (including taxes).**

9.18 Personal Property Liability

An employee may apply to the Employer for the reimbursement of the cost to repair or replace clothing damaged by the action of a student. The employee shall submit a claim, including an Incident **Report to the Workers' Compensation Board (WCB). If the claim is** paid by the WCB, no claim shall be payable by the Employer. If WCB denies the claim, reimbursement shall be made by the Employer. Such claim will be up to a maximum as outlined in **Schedule 'A' (including taxes). In the event that prescription** eyewear is damaged, such claim will be up to a maximum as **outlined in Schedule 'A' (including taxes). The Incident Report and** cost of the repair or replacement must be submitted by the employee concerned within three (3) months of the incident.

ARTICLE 10 HEALTH & SAFETY

10.01 Health & Safety

The parties agree to adhere to the relevant portions of *The Saskatchewan Employment Act* and the Regulations made thereunder (Refer to PART 3 Occupational Health & Safety).

(a) The Employer shall ensure that all employees receive training and orientation appropriate to their position in all matters that are necessary to protect the health and safety of the employee and others in the workplace. This includes those employees working with special needs students and/or students who may become agitated and/or violent and who may pose a danger to themselves, the employee or others in the workplace.

(b) Where an employee is required by the Employer to hold certification in First Aid/CPR, such training shall be provided under the terms of Article 8.10 (Course Leave).

(c) Where there is an identified need for immediate emergency contact, such as working alone or in an isolate place of employment, in relation to staff or student health and safety:

(1) The Employer will provide an effective communication system that consists of one of the following:

(i) Radio communication;

(ii) Employer provided phone or cellular communication;

(iii) Cell phone allowance outlined in Schedule A per month;

(iv) Other means that provides effective communication in view of the risks involved.

(2) The Employer may include any of the following:

(i) Regular contact by the Employer with the employee;

(ii) Limitations on, or prohibitions of specified activities;

(iii) Minimum training or experience, or other standards of competency.

(d) The Employer will ensure that all employees who must handle chemicals have received appropriate training and certification for such assignments.

(e) The legislation allows every worker the right to know the hazards at work, participate in occupational health and safety and refuse work which the worker believes is unusually dangerous.

(f) The SEIU-West members shall select or elect the SEIU-West members of the local committee. The Occupational Health and Safety Committee shall hold regular meetings or as requested by the Union or the Employer to deal with all unsafe conditions. The committee has the obligation to bring concerns or suggestions to management regarding health and safety.

(g) Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, equipment and protective clothing.

10.02 Harassment

The Employer and the Union agree that harassment in the workplace is not acceptable and agree to work in accordance with PART 3 (Occupational Health and Safety) of *The Saskatchewan Employment Act*, and together work towards elimination of the incidence and casual factors of harassment.

The Employer and Union recognize the right of employees to work in an environment free from harassment and will work jointly to achieve that goal. The Employer shall have in place a harassment policy which shall be reviewed regularly and revised as deemed appropriate.

(a) Definition of Harassment

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

(1) That either:

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

(ii) Subject to (2) and (3) below, 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

(2) That constitutes a threat to the health or safety of the worker.

(b) To constitute harassment for the purposes of this Article:

(1) Repeated conduct, comments, displays, actions or gestures must be established; or

(2) A single, serious occurrence of conduct, a single, serious comment, display, action or gesture that has a lasting harmful effect on the work must be established.

(c) Harassment does not include any reasonable action that is taken by the Employer relating to the management and direction of the Employer's workers or the place of employment.

(d) The Employer 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.

(e) Where it has been determined that the complaint, either verbally or in writing, has been a wilful attempt to discriminate or injure the reputation of the alleged harasser the employee will be subject to the disciplinary process for those actions.

10.03 Administration of Medications

No employees shall be required to administer and/or dispense any medications unless that employee has received the appropriate training.

10.04 Violence in the Workplace

(a) The Employer and the Union agree that violence against employees in the workplace is not acceptable and agree to work in accordance with PART 3 (Occupational Health and Safety) of *The Saskatchewan Employment Act*, and together work towards elimination of the incidence and casual factors of violence.

(b) Violence is defined as the attempted, threatened, or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that the worker or others is at risk of injury.

10.05 Co-operation on Safety

The Union and Employer recognize that occupational health and safety is a shared concern and they will cooperate in promoting and improving rules, training and practices that will enhance the work environment for all employees.

Notwithstanding the above, the parties recognize the Employer's responsibility to ensure, insofar as reasonably practicable, the health, safety and welfare at work of all the Employers' employees. Additionally, the parties recognize the employees' responsibility to take

reasonable care to protect their health and safety and the health and safety of the students and of other employees who may be affected by their acts or omissions.

ARTICLE 11 TECHNOLOGICAL CHANGE

11.01 The parties agree to adhere to the relevant portions of *The Saskatchewan Employment Act* and regulations made there under.

ARTICLE 12 DISCIPLINE AND DISCHARGE

12.01 Discipline and Discharge Procedure

(a) In all cases where the Employer considers that an employee's conduct will warrant disciplinary action (dismissal, suspension, written reprimand) no steps shall be taken other than in the presence of a Union representative/Steward.

(b) Employees shall be afforded the opportunity to state his/her side of the case in advance of discipline being imposed.

(c) If the employee refuses Union representation, the Employer shall ensure the refusal is confirmed in writing and shall provide a copy to the Union and the employee.

12.02 Progressive Discipline

(a) No employee shall be disciplined or suspended without just cause and without being apprised of the issue or concern prior to any disciplinary action being taken. The Employer agrees to use a Progressive Discipline in a timely and reasonable manner. An employee is entitled to be accompanied by a Union representative when interviewed during the course of an investigation.

(b) A copy of a document placed on an employee's file which might at any time be the basis for disciplinary action, shall be supplied to the employee, with a copy to the Local Union Office. The employee's reply to such document shall also become a part of the employee's file.

(c) Documentation of an employee's personnel file referred to in b) that is not related to a disciplinary suspension shall become void after one (1) year, unless there have been subsequent documented

incidents of a similar nature. Following the one (1) year period, the document shall be removed from the employee's personnel file and forwarded to the Union for disposition.

(d) Documentation on an employee's personnel file referred to in (b) that is related to a disciplinary suspension shall be removed at the written request of the employee after two (2) years unless there have been subsequent documented incidents of a similar nature.

(e) Suspension pending investigation is not considered discipline. If an employee is suspended pending investigation, the Employer shall render its decision regarding discipline no later than fourteen (14) calendar days from the date of the suspension, except as otherwise agreed between the Employer and the Union. Where the suspension is without pay and investigations reveal that no discipline is warranted or that the discipline is less than the time spent on suspension, the employee shall be paid for the time lost and be made whole in all respects.

ARTICLE 13 UNION REPRESENTATION

13.01 Any employee requested to meet with the Supervisor and/or designate with respect to work performance shall be informed of the nature of the discussion prior to the meeting, and if the employee so wishes, such employee may at their request have a Union representative/Steward of the employee's choosing present at the meeting. If Union representation is refused by the employee, the Employer shall provide to the Union a written confirmation signed by the employee of such a refusal, with a copy of the document being supplied to the employee.

13.02 In all cases where the Employer contemplates that an employee's conduct may warrant disciplinary action (dismissal, suspension, verbal or written reprimand), no steps shall be taken other than in the presence of a Union representative/Steward of the employee's choosing. The employee shall be afforded the opportunity to state his/her side of the case, with the assistance of a Union representative, in advance of discipline being imposed.

13.03 Union Management Committee

A Joint Union Management (JUM) Committee shall be established to discuss matters of mutual interest that may arise from time to

time in the Employers operations. The Union shall select up to two (2) employee members to sit on such committee along with the SEIU-West Union Representative. The Employer will select the Employer members of the committee.

ARTICLE 14 TERM OF AGREEMENT

14.01 Duration

This Agreement shall be effective from September 1, 2021, and shall remain in force up to and including June 30, 2025, and from year to year thereafter unless written notice is given pursuant to Article 14.02, (Written Notice).

This agreement provides for its continuation during any negotiating period and all terms and conditions shall apply, unless otherwise contained, retroactive to the date of signing.

14.02 Written Notice

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

14.03 General

From the expiry of the Collective Agreement and until such time as a new or revised Agreement has been reached, all current and former employees employed during that period of time shall be entitled to retroactive pay from September 1, 2021 until the date of implementation of the increased wage rates. Such payment will **be made in a "non pay" week so as to have the effect of a separate** cheque and shall be paid within four (4) weeks of Union ratification.

SCHEDULE 'A'
SALARY AND ALLOWANCE SCHEDULE

Classifications / Salary	Step	Sep 1 2021	Sep 1 2022	Sep 1 2023	Sep 1 2024
Head Caretakers	Start	21.80	22.24	22.68	23.13
	Step 1	23.02	23.48	23.95	24.43
	Step 2	24.27	24.76	25.25	25.76
Caretakers	Start	20.20	20.60	21.02	21.44
	Step 1	21.44	21.87	22.31	22.75
	Step 2	22.71	23.16	23.63	24.10
Education Assistants & Library Technicians	Start	19.85	20.25	20.65	21.06
	Step 1	20.52	20.93	21.35	21.78
	Step 2	21.29	21.72	22.15	22.59
Admin Assistants	Start	19.31	19.70	20.09	20.49
	Step 1	20.67	21.08	21.51	21.94
	Step 2	22.06	22.50	22.95	23.41
Noon Hour Supervisors	Per Day	23.93	24.41	24.90	25.39
Maintenance Forepersons		30.39	31.00	31.62	32.25
Bus Drivers					
Urban/Rural Route	Per Day	79.79	81.39	83.02	84.67
Rural KM's above 40 km	Per KM	0.16	0.16	0.17	0.17
Extra Trip	Per HR	18.86	19.24	19.62	20.01

Classifications/Allowances		Article	Sep 1 2021	Sep 1 2022	Sep 1 2023	Sep 1 2024
Bus Drivers						
Plug In	Annually	9.13 a	250.00	250.00	250.00	250.00
Wash	Annually	9.13 b	250.00	250.00	250.00	250.00
Cell Phone	Monthly	9.13 d	30.00	30.00	30.00	30.00
Caretakers & Maintenance						
Weekend Inspection Stipend	Each	9.12 c	30.00	30.00	30.00	30.00
Weekend Inspection Transportation	Each	9.12 b	11.00	11.00	11.00	11.00
Certificates	Monthly	9.12 e	30.00	30.00	30.00	30.00
Footwear	Each	9.17	50.00	50.00	50.00	50.00
All Classifications						
Transportation/Round Trip	Each	9.03	7.50	7.50	7.50	7.50
Cell Phone - Working Alone	Monthly	10.01 c	30.00	30.00	30.00	30.00
Personal Property Liability - Clothing	Each	9.18	50.00	50.00	50.00	50.00
Personal Property Liability - Eye Glasses	Each	9.18	200.00	200.00	200.00	200.00

Retroactive from point of Ratification to September 1, 2021

Schedule 'A' (continued)
Employee Status Designation
By classification

Classification	Year
Caretaker	Calendar
Head Caretaker	Calendar
Maintenance Foreman	Calendar
Administrative Assistant	Academic
Educational Assistant	Academic
Library Technician	Academic
Speech & Language Path Assistant	Academic
Bus Driver	Academic
Noon Hour Supervisor	Academic

SCHEDULE 'B' LRB File No. 145-10, October 7, 2010

LRB File No. 145-10

LABOUR RELATIONS BOARD
Saskatchewan

BETWEEN:

SEIUWEST.CA

APPLICANT

and

Board of Education of the Holy Family Roman Catholic Separate School Division No. 140 of Saskatchewan

RESPONDENT

BEFORE:

Kenneth G. Love, Q.C., Chairperson
Kendra Cruson
John McCormick

DATED at Regina, Saskatchewan, on the 7th day of **October, 2010.**

ORDER

THE LABOUR RELATIONS BOARD, pursuant to Sections 5(a), (b), (c), (j), and 39 of *The Trade Union Act*, **HEREBY ORDERS:**

(a) That all employees employed by the Board of Education of the Holy Family Roman Catholic Separate School Division No. 140 of Saskatchewan in Saskatchewan in the following classifications: teacher assistants, head caretaker, fireman-caretaker, caretakers, librarians, school clerical, maintenance supervisor, bus drivers and noon-hour supervisors and excluding the following classifications: St. Olivier School employees, Weyburn librarian, Weyburn school clerical, Weyburn noon-hour supervisors, substitute employees, summer students, board office employees located in both Estevan and Weyburn and members of the Saskatchewan Teachers' Federation, are an appropriate unit of employees for the purpose of bargaining collectively;

(b) That the SEIUWEST.CA, a trade union within the meaning of *The Trade Union Act*, represents a majority of employees in the appropriate unit of employees set out in paragraph (a);

(c) Board of Education of the Holy Family Roman Catholic Separate School Division No. 140 of Saskatchewan in Saskatchewan, the employer, to bargain collectively with the trade union set forth in paragraph (b), with respect to the appropriate unit of employees set out in paragraph (a).

LABOUR RELATIONS BOARD

Kenneth G. Love, Q.C.
Chairperson

SIGNING PAGE

The Parties hereto have caused these presents to be executed this 16th day of September, 2021.

Signed on behalf of
The Board of Education of
Holy Family Roman Catholic Separate
School Division No. 140:

Signed on behalf of
Service Employees International
Union – West: