AN AGREEMENT

BETWEEN

THE BOARD OF EDUCATION
OF THE NORTHWEST SCHOOL DIVISION
NO. 203 OF SASKATCHEWAN
(Hereinafter called the "Board")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 4797
(Hereinafter called the "Union")

Effective September 1, **2024** to **August 31, 2027**

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PREAMBLE

The purpose of this Agreement is:

- To maintain and improve harmonious relations and settled conditions of employment between the Board and the Union; and
- To recognize the mutual value of joint discussions and negotiations; and
- To encourage efficiency in operation; and
- To promote an amicable method of settling differences or grievances, which may arise with respect to matters, covered by this Agreement.

DEFINITION OF TERMS

Board - The Board of Education of the Northwest School Division #203 of Saskatchewan.

Casual Employees – are workers who are called in for less than twenty (20) consecutive working days to replace employees who are absent or workers who are called in to assist with non-permanent work. The use of casual workers shall not cause a reduction of positions in the bargaining unit.

CUPE - Canadian Union of Public Employees, Local 4797.

Employee(s) - shall mean any person or persons covered by this Agreement.

Fiscal Year- the period commencing September 1 in one calendar year and ending August 31 in the next calendar year.

Mutual Agreement- an agreement between the Northwest School Division and CUPE Local 4797.

Probationary Employee- an Employee in a permanent or temporary position who is serving probationary period.

Working Days -working days shall exclude weekends, school breaks and holidays.

ARTICLE 1 - RECOGNITION AND SCOPE

1.1 Bargaining Unit

a) Inclusion

The Board recognizes the Canadian Union of Public Employees and Local 4797 as the sole collective bargaining agent for all employees represented by the Union pursuant to an Order of the Labour Relations Board unless mutually agreed otherwise by the Union and the Board.

b) Exclusion

It is mutually agreed that the following individuals are not members of the Union:

i) Casual Employees; and

ii) Chief Financial Officer; Division Office Personnel working out of the division offices, shops and garages; Speech Language Pathologists; Occupational Therapists; Counselors; Supervisor of Technology; Network Administrator; System Administrators; Contracted Professional Staff; all positions requiring a teaching certificate.

c) Copies of Agreement

The Board will provide copies of new agreements or amended agreements as follows:

i) Six (6) copies to the Union President for distribution to members of the negotiating team; and
ii) One (1) copy to the representative of the Canadian Union of Public Employees;

1.2 Union Security

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

1.3 Union Dues

a) Dues Check Off

The Employer shall deduct Union dues, assessments and initiation fees levied by the Union on its members. Deductions shall be forwarded to the Union by cheque or by direct deposit, to an account identified by the National Secretary Treasurer of the Canadian Union of Public Employees, not later than the fifteenth (15th) day of the following month for which the dues were levied. The Board will provide a list of the names, gross, deductions, addresses, email addresses, phone numbers, classifications and locations of Employees from whose wages the deductions have been made.

b) Dues Receipts

The Employee's income tax (T-4) slip shall indicate the amount of Union dues paid in the previous calendar year.

1.4 Communication

a) Correspondence

All correspondence pursuant to this Agreement shall be between the Superintendent of Human Resources and the President of the Union and Secretary, and may be provided in "hard copy" or by "e-mail".

b) Notification

The Board agrees to notify the Union no later than the 15th day of the following month of any changes in employment affecting the bargaining unit.

c) New Employees

The Board agrees to provide Union contact information to new employees provided by the Union and to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in Articles 1.2 and 1.3 a) entitled "Union Security" and "Check Off".

d) Contact Information

The Employer will provide to the Union, not later than the fifteenth (15^{th}) day of the month, a list of all the Employees in the bargaining unit. The list will include each person's name, address, email address, phone number, classification, location and will indicate changes to the bargaining unit in bold.

e) Board Policy Information

The Board will provide the Union with a copy, electronically or otherwise, of any suggested changes to those Board policies which confer a benefit on employees, at least one (1) month prior to the Board's formal consideration of the policy proposal.

f) Bulletin Board

The Board shall provide a location on existing bulletin boards or on bulletin boards provided, for the Union to post notices of meetings and such other union notices of interest to the membership.

1.5 Union-Management Co-operation

a) No Other Agreements

No Employee shall be required or permitted to make a written or verbal agreement with the Board or its representative, which may conflict with the terms of this Agreement.

b) Management Responsibilities

Subject to the provisions of this Agreement, the parties recognize the right, duty and responsibility of the Board: to organize the operations of the work force employed in the Northwest School Division, to maintain order, discipline and efficiency, and to manage and direct Employees.

c) Union Co-operation

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

d) Joint Labour Management Committee

The Joint Labour Management Committee is established with the primary focus to discuss matters of mutual concern which may arise. The Committee shall consist of representatives from the Board (up to 3 members) and representatives from CUPE Local 4797 (up to 3 members), for the purpose of discussing labour management concerns and promoting a harmonious relationship. Matters pertaining to negotiations or grievances are not part of this Committee's mandate, nor can the Committee hind either party. The discussions are without prejudice to the Employer and the Union. In matters which are personal or particularly sensitive, strict confidentiality shall be maintained. The Committee shall meet at the beginning of the school year with the dates mutually agreed upon by both parties, to a maximum of two meetings per year. Members' salary and mileage will be paid for Northwest School Division employees by the Board.

e) Discipline Hearing

The employee and the Union shall be advised promptly, in writing, by the Superintendent of Human Resources, of the reason for a suspension or dismissal. An employee shall have the right to have a local Union representative present when meeting with the Board or its representative. No disciplinary step shall be taken other than in the presence of a Union representative.

f) Union Sponsored Seminars

The Board may allow the Union, upon written request, to sponsor educational functions, for the benefit of members of the bargaining unit, such as seminars, workshops, lectures, etc., to be held on school premises provided that these functions do not interfere with the educational programs of the school.

g) Board Sponsored Training

Where the Board requires an employee to take a specific course, or where an employee requests, in writing, and the Director of Education grants permission to take a specific course, the employee will be reimbursed the cost of the course and any ancillary costs exclusive of any related membership fees, in accordance with Board policy, upon proof of successful completion. Where time away from work is required, for the purposes of this Article, the Board will provide a leave with the applicable pay.

h) Professional Development

It is recognized that the Board and the Employee have a shared responsibility for the growth and development of the Employee's skills. To that end the Board will support professional development where appropriate and within the limitations of budget, as determined by the Director of Education. When employees attend Board sponsored seminars and conferences that may extend beyond the normal work day or may require traveling time beyond the normal work day, regular wages will be paid for such days.

i) Work of the Bargaining Unit

Employees covered by this agreement shall not suffer any loss of positions, covered by this Agreement, due to the Board hiring casual labour or contracting work in areas pertaining to the Bargaining Unit.

1.6 Union Meetings

With approval, the Employer will permit the use of its premise for the purpose of Union meetings without cost for the building to the Union.

ARTICLE 2- GRIEVANCE AND ARBITRATION

2.1 Definitions

a) Grievance

A grievance exists when there is a dispute or difference of opinion between the Board and the Union or any employee as to the interpretation of any provision of this Agreement or where the Board or an employee alleges that any provision of the Agreement has been violated.

b) Working Days

For purposes of this Article, working days shall exclude week-ends, school breaks and holidays.

2.2 Union Grievance Committee

The Board agrees to recognize the Union Grievance Committee comprised of no more than four (4) members of the Union Local.

2.3 Procedure

Should a dispute arise between the Board and any employee, regarding the interpretation or application of any provision of this agreement, an earnest effort shall be made to settle the dispute in the following manner:

a) Informal Without Prejudice Step

i) In the event of a grievance arising, the grievance shall be presented within twenty (20) working days of the event giving rise to the grievance, to the Principal or Supervisor, as applicable.

ii) The employee concerned, a local Union representative and the Principal or Supervisor shall meet to discuss the grievance within ten (10) working days of its receipt.

iii) A written decision shall be rendered to the employee within ten (10) working days of such discussion.

b) STEP 1

i) The grievance may be advanced either, within ten (10) working days of the date of the written decision of the "Informal Without Prejudice Step" or within twenty (20) working days of the event giving rise to the grievance where the "Informal Without Prejudice Step" is not used, by submitting to the Superintendent of Human Resources a written statement of complaint and redress sought.

ii) The Employee concerned, a Shop Steward or a Representative of the Canadian Union of Public Employees and the Superintendent of Human Resources or designate shall meet to discuss the grievance within ten (10) working days of its receipt.

iii) A written decision shall be rendered to the Union within ten (10) working days of the date of the meeting.

c) STEP 2

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

ii) The hearing with the Board's representatives shall occur within twenty (20) working days following receipt of the application.

iii) The Director shall send the decision of the Board's Committee, in writing, to the Union within ten (10) working days of the hearing.

d) STEP 3

i) Grievances which cannot be resolved through the "Informed without Prejudice Step," "Step 1" or "Step 2" may be referred to a Board of Arbitration within twenty (20) working days following receipt of the decision of the Board's committee at Step 2.

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

iii) Where the appointees of the parties fail to agree, within thirty (30) working days of their appointment, on the appointment of a Chairperson either party may request the Minister of Labour to make the third member appointment.

2.4 Time Limits

The time limits specified in this Article may only be extended by agreement of the Board and the Union.

2.5 Board of Arbitration Powers

The 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 sixty (60) working days of the hearing.

2.6 Expenses

The Union and the Board shall each pay one-half (0.5) of the remuneration and expenses of the chairperson of the Board of Arbitration.

2.7 Loss of Pay

The employee concerned and the Shop Steward or a member of the Union Grievance Committee, as identified in Article 2.3 a) entitled "Procedure", shall suffer no loss of pay in attending the discussions and hearings specified under Article 2.3 a), b), c) and d) entitled "Procedure".

ARTICLE 3 - SENIORITY

3.1 Definition

Seniority shall be expressed in terms of years of service following the start date of employment with the school division subject to the following conditions:

a) school breaks and vacations shall not constitute a break in service; and

b) seniority shall apply on a bargaining unit wide basis.

c) for the purpose of determining the seniority of two (2) or more employees with the same start date of employment, their birthday will be used. The employee with the birthday first in the year will be considered senior.

3.2 Seniority List

The Board shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the President of the Union in September of each year.

3.3 Seniority Lost

Seniority and service related rights shall be lost in the event that the employee:

a) is discharged for just cause; or

b) resigns **from the Division**; or

c) following a lay off, fails to return to work within ten (l0) working days after being notified by registered mail to do so, unless the Employee is, through sickness or other good cause acceptable to the Board, unable to return within that period. It shall be the responsibility of the Employee to keep the Board informed of **their** current address; or

d) is laid off for a period longer than twelve **(12)** months.

ARTICLE 4 -LAY OFF AND RECALL

4.1 Automatic Lay Off

Subject to Article 4.2 entitled "Lay Off Notice", those persons employed on the basis of the school-year (or for a period less than the calendar year) are 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 a termination or indefinite layoff has been given pursuant to Article 4.2 entitled "Layoff Notice".

4.2 Lay Off Notice

a) The parties agree that Layoff Notice will be provided in accordance with the *Saskatchewan Employment Act*.

b) An Employee, when terminating their employment shall give the Board written notice of one (1) pay-period.

4.3 Definition of Lay Off

A lay off shall be defined as a reduction in the work force or in the regular hours of work.

4.4 Staff Reassignment or Lay Off

Where a staff reduction is necessitated:

a) within a classification; and

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

c) considering the additional and applicable qualifications of the staff in that classification;

A lay off notice(s) will be served to the employee(s) in the reverse order of applicable seniority in that classification. The employee(s) whose position is redundant, may choose to fill the vacancy created when the employee with the least seniority, within that classification, has been laid off but may not bump any other employee.

4.5 Recall

a) No new employee in a classification covered by this Agreement will be hired until those laid off, if any, in that classification or those in another classification who have the required qualifications, knowledge, formal education, skills and abilities, have been provided with an opportunity in order of seniority and in accordance with the provisions of Article 3.3 entitled "Seniority Lost", to fill the position.

b) Pursuant to Article 3.3 entitled "Seniority Lost", during a lay off, an employee shall maintain, but not accrue, all previously earned benefits and increments.

ARTICLE 5 - VACANCIES

5.1 Posting

For all vacancies, new positions and temporary vacancies of greater than ninety (90) days, the Board shall post notice of the vacancy at each facility within the Division. The notice will be posted to allow employees the opportunity to make written application. At the same time that those vacant positions are advertised internally, they may also be advertised publicly. A copy of the posting shall be forwarded to the President of the Union.

5.2 Appointment

a) General

i) The appointment shall be made of the applicant whom the Board considers to possess the required qualification, formal education, skills and ability. Where two or more applicants have the required qualification, formal education, skills and ability, seniority shall be the deciding factor in the appointment.

ii) A qualified employee having accepted appointment to a position within the scope of this agreement shall be allowed three (3) months in which to prove themself capable of filling the position. In the event that the successful applicant proves unsatisfactory in the position during the trial period, they shall have the option of returning to their former position without loss of seniority. Any other employee promoted or transferred because of the rearrangements of the positions shall also be returned to their former position without loss of seniority. For vacancies, created when existing employees are appointed to new positions, within the scope of this agreement, the Board may elect to hire a temporary employee(s) to fill a vacancy during the three (3) month trial period.

b) Bus Routes

In the case of Bus Drivers, the Board will attempt to accommodate transfers to vacant routes closer to the driver's home, based on driving record, training, experience and seniority providing the Board assumes no additional financial obligations as a result of the transfer.

c) Financial Obligation

The Board will assume no additional financial obligation such as return home mileage, etc. as a result of an employee accepting a position that is not within their attendance area.

5.3 Probationary Period

A newly hired employee shall be considered a probationary employee until the completion of ten (10) months of employment. Probationary employees shall be entitled to all the rights and privileges under this Agreement except with respect to discharge only for reasons of general unsuitability. The probationary period may be extended upon the mutual consent of the Union and the Board. The Board will provide a letter of notification on completion of probationary period.

ARTICLE 6 - VACATION AND STATUTORY HOLIDAYS

6.1 Annual Vacations

a) Employees are entitled to vacation pay in accordance with The Saskatchewan Employment Act.

b) Caretaker Vacation Entitlement
Caretakers are entitled to three (3) weeks of vacation within the first five (5) years of employment. After five (5) years of employment, the vacation entitlement will increase to four (4) weeks. After ten (10) years of employment, the vacation entitlement will increase to five (5) weeks.

c) Employees can carry over unused vacation from one vacation year to the next to a maximum of five (5) days. Under extenuating circumstances, employees may apply to be paid out for a maximum of five (5) additional unused vacation days. This pay out of unused vacation days must be approved by the Supervisor of Facilities.

d) Vacation Scheduling

Annual vacation for Caretakers is generally taken during the months of July, August and other school breaks. Caretakers may request to take up to 1 (one) week of vacation during the school year (instructional days) with approval of the Facilities Coordinator.

e) Employees Called Back from Vacation

An Employer shall reimburse the Employee for any monetary loss *(all non-refundable deposits, penalties, and other pre-expenses)* suffered by the Employee as a result of the cancellation or postponement of the vacation if:

i. the Employee has scheduled a period of vacation at a time agreed to by the Employer; and

ii. the Employer does not permit the Employee to take the vacation as scheduled

6.2 Public Holidays

Employees shall not be required by the Board to work on, but will be paid in respect of the following public holidays one (1) day's pay:

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

When a statutory holiday falls on an employee's day or days of rest, the employee shall be granted an additional day(s) off with pay. These arrangements shall be made by the immediate supervisor in consultation with the employee.

6.3 Payment

It is understood and agreed that the wages noted in Schedule "A": entitled "Rates of Pay" are exclusive of all monies owing with respect to vacation and statutory holidays. The Board will pay the vacation and statutory holiday pay pursuant to this Article on a monthly basis for school-year employees.

ARTICLE 7 - SICK LEAVE

7.1 Definition

a) Sick leave is defined as a period of time an employee is absent from work with pay by virtue of personal illness, disability or because of an accident for which compensation is not payable under The Workers' Compensation Act, 2013 or The Automobile Accident Insurance Act.

b) Where medical, dental and optical appointments cannot be made outside of daily hours of work, or where specialist appointments outside the school division are required, a claim may be made against the Sick Leave Entitlement identified in Article 7.2 entitled "Entitlement".

7.2 Entitlement

a) Basic

Each Employee shall be entitled to sick leave in the amount of one and one-half (1.5) days for each month worked. Part-time employees shall have their sick leave entitlement prorated on the basis of the hours for full-time employees in the same classification.

b) Accumulated

The unused portion of an Employee's sick leave shall accumulate to a maximum of one hundred and eighty (180) days.

7.3 Proof of Illness

An Employee will be required to produce a "Verification of Sickness" form, completed by a medical practitioner, for illness in accordance with Board Policy.

The Board reserves the right to call for an examination of an Employee who is absent from work due to sickness. Such examination shall be conducted by a qualified medical practitioner mutually agreed to by the Employee and the Board.

7.4 Notification

Every employee who is absent as a result of illness shall notify their immediate supervisor without delay and failure to do so, without good cause, shall deprive such 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.

7.5 Workers' Compensation

An Employee prevented from performing their regular work with the Board due to an occupational accident, illness, or injury in the performance of the Employee's duties that is recognized by the Workers' Compensation Act shall be granted an advance of projected Workers' Compensation Board benefits, pending initial adjudication of the claim, paid on regular paid day. In the event that an Employee's claim is denied by Workers' Compensation Board, the Employee will be responsible for repayment of the advance in full.

7.6 Accommodation of Employees

An Employer shall modify an Employee's duties or reassign the Employee to other duties if:

i. the Employee becomes disabled and the disability would unreasonably interfere with the performance of the employee's duties; and

ii. it is reasonably practicable to do so.

7.7 Harassment

The Division believes that every individual has the right to perform their duties free from harassment of any kind in the workplace as outlined in Administrative Procedure 428- Harassment.

7.8 Annual Statement

Each employee shall receive, in September, a statement of unexpended sick leave credit. Such statement shall be open to challenge and correction for a period of thirty (30) calendar days and on presentation by the employee of proof of error, correction shall be made immediately by the Board.

ARTICLE 8 - LEAVES OF ABSENCE

8.1 Maternity, Parental and Adoption Leave

a) Eligibility

The parties agree that Maternity, Parental and Adoption leave will be provided in accordance with The Saskatchewan Employment Act.

b) Extension

The employee may apply and be considered for a leave of absence for a period greater than that provided for in 8.1 a) entitled "Eligibility", in so far as the regular operation of the Board's programs permit.

8.2 Bereavement/Compassionate Leave

a) Definitions

For the purposes of this Article, "immediate family" shall be defined as spouse (including common law), child (child-in-law), grandchildren, sibling (sibling-in-law), parent (parent- in-law), grandparent (grandparent-in-law), uncle, aunt, nephew, and niece.

b) Leave

i) An Employee may be granted, upon request, up to five (5) working days leave of absence, without loss of pay, in case of death of a member of the Employee's immediate family.

ii) An Employee may be granted, upon request, up to three (3) working days leave of absence, without loss of pay, in case of serious illness of a member of the Employee's immediate family.

iii) An Employee may be granted, upon request, up to one (1) day leave of absence without loss of pay to attend to the death of a relative or close friend.

c) Extension of Leave

Subject to the operational feasibility of the Board's programs, an extension to the leave provided by this Article may be granted without pay, upon written application to the Superintendent of Human Resources, prior to the requested leave.

8.3 Personal Leave

Each Employee covered by this agreement shall receive one (1) day off with pay per academic year. The day shall be arranged in advance and in consultation with the immediate supervisor. Employees can carry forward one (1) day of Personal Leave into the next academic year. It must be used in that academic year.

8.4 Union Leave

a) Short Term Leave

i) Employees may be provided with a leave of absence for the purpose of conducting Union business. The conditions of such leave shall be as follows:

ii) The granting of such leave shall be subject to operational feasibility; and

iii) Such leave shall be with pay and without loss of seniority to a maximum of five (5) working days per school-year for regular members. Executive members may take an additional twenty (20) working days and the President may take an additional thirty (30) working days, after which seniority will neither be accrued nor lost; and

iv) An Employee shall provide the Board with a written request for such leave at least two (2) weeks prior to the commencement of the leave; and

v) The Union shall reimburse the Board for all pay and benefits during the period of absence.

b) Long Term Leave

Upon application, an employee elected or selected for a full time position with the Union shall be granted leave of absence without pay and without loss or accrual of seniority for a period of up to one (1) year.

An employee shall provide the Board with a written request four (4) weeks prior to the commencement of the leave.

8.5 Jury or 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 Board any remuneration other than expenses, which they receive, 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 Queen's Bench Fees Regulations" for witness fees; and

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

c) This provision does not apply to an employee:

i) who has a direct interest in the outcome of any proceedings; or

ii) who appears as an accused in any proceedings.

8.6 General Leave

An employee may be granted a leave of absence, without pay and without loss or accrual of seniority, subject to operational feasibility, when they request such leave for good and sufficient reasons. The request shall be made in writing to the Superintendent of Human Resources. The Superintendent of Human Resources may approve leaves of up to seven (7) days. Leaves greater than seven (7) days may be approved by the Superintendent of Human Resources in consultation with the Director of Education.

8.7 Negotiation Leave

If the bargaining committees both agree to meet to conduct negotiations during working hours, the Board will provide leave with pay for a maximum of six (6) Employees for the time spent in negotiations.

8.8 Quarantine Leave

An employee ordered by a medical health officer or the Ministry of Health may be granted, upon furnishing the Board with the order or a copy thereof certified by the medical health officer or the Ministry of Health, up to twenty (20) days per academic year, without loss of pay, of Quarantine Leave.

ARTICLE 9 - WORKING CONDITIONS

9.1 General Conditions

a) Vehicle Allowance

Employees will not be required to use their own vehicle unless it is a condition of their employment. When authorized by the Board, an Employee who is requested to use their own vehicle in connection with their work shall be paid in accordance with Board Policy, with minimum of five ($5.00) dollars per day in town.

b) Meals and Accommodation

When authorized, by the immediate Supervisor, meals and accommodation allowances will be paid as **per Board policy**.

c) Pay Increments

Where Schedule "A" provides for pay increments in recognition of experience, such increments shall be effective commencing with the first full month following the anniversary of the date on which the employee commenced employment with the Board. This shall apply to part-time and full-time employees.

d) Employee Benefits Plan

The Board shall implement the Saskatchewan School Boards Association Group Benefit Plan as follows:

Benefits

i) Life insurance Plan B- Board pays 50% of premium

ii) Accidental death insurance Plan B - Board pays 50% of premium

iii) Long term disability Plan C – Board pays 50% of premium

iv) Dental Plan C – Board pays single rate

v) Extended health coverage Plan B – Board pays single rate

e) Municipal Employees' Pension Plan

It shall be a condition of employment that all employees shall join The Municipal Employees' Pension Plan.

f) Medical Certificates

When the Board requires a medical certificate and/or examination of an employee to fulfill their position, the Board will pay the medical fees charged.

g) Recognition of Service

The Board recognizes that supervision of students during the noon hour is voluntary. If the noon hour supervision requirements of a particular school cannot be met by utilizing the teaching staff, the Principal may request the support staff to participate. If any member of the support staff is requested, and agrees to perform one (1) hour of noon supervision per week, the Board shall award:

i) Two (2) days off per support staff for schools with four (4) or more teachers;
ii) Three (3) days off per support staff for schools with fewer than four (4) teachers.
iii) Any Support Staff who accumulates days off for noon hour supervision may carry forward two (2) days for a maximum of one (1) year.

Part-time support staff doing a portion of noon hour supervision will receive an equivalent portion of the recognition as outlined above. **Employees shall have the ability to receive a payout in lieu of days earned. This payout shall be at the substitute rate of pay.**

h) Retirement Gratuities

CUPE members are entitled to the retirement gratuity that is outlined in Administrative Procedure 418- Retirement Gratuities.

i) Swimsuits

With approval from the Superintendent of Student Services, an Employee who swims on a regular basis with students and the Board deems necessary, shall be reimbursed seventy five dollars ($75.00) per year for the purchase of a swimsuit.

9.2 Rate of Pay on Promotions

a) Promotion – When an employee moves from one job classification to another with a higher maximum salary range, it shall be considered a promotion. If the employee's rate of pay before promotion is below the minimum step of the new classification, the employee shall receive the first step of the new classification. If the employee's rate of pay falls between the steps for the new classification the employee shall be paid at the next higher step.

b) Transfer – When an employee moves from one position to another with the same pay range, the employee shall maintain their rate of pay and increment date.

c) Demotion - When an employee moves from one job classification to another with a lower maximum salary range, it shall be considered a demotion and an employee shall be paid at the rate of pay in the new lower salary range which corresponds with their total years of service with the Board and retain their increment date.

9.3 Bus Drivers

a) Scheduling Extra Curricular Trips

Drivers will be engaged from an approved list of drivers. This list will include Union drivers from the school attendance area, who have expressed an interest, in writing, to the Supervisor of Transportation in driving for such trips, and approved casual drivers. A reasonable effort will be made to distribute the driving assignments fairly.

Drivers will be paid for:

i) One-half hour for warm-up, fueling and cleaning; and

ii) Standby time up to a maximum of ten (10) hours in any given day at straight time.

Payment shall be in accordance with Schedule "A" entitled "Rates of Pay".

b) Driver Assignment

No person shall operate a school bus or van except the driver assigned by the Supervisor of Transportation or designate. However, the driver may arrange for a qualified alternate driver from a list of spare drivers established and approved each year by the Supervisor of Transportation.

c) Intra-Community Routes

Where a route has less than fifty (50) kilometers per day of recognized kilometers per day, the driver will be paid an additional allowance per day as per Schedule "A" entitled "Rates of Pay".

d) Driver Examination and Medical Costs

The Board shall be responsible for the cost of the written test, the school bus endorsement and the medical examination, for drivers to obtain or renew their school bus driver endorsement.

e) Bus Wash

To assist with the cost of keeping the bus clean, the driver shall be paid an annual flat rate as per Schedule "A".

f) Road Closure

If a highway within a driver's route is closed (as per the Ministry of Highways) or the Division directs the driver not to drive, the driver shall be paid their daily rate and kilometers for that day.

g) Cell Phone

The Board will reimburse Employees required to have a cell phone thirty dollars ($30.00) per month. The cell phone allowance will be provided during the months that are deemed necessary by the Board. **Caretakers will be reimbursed monthly and** Bus Drivers and Pre-K Interventionist will be reimbursed from September to June and Caretakers for July and August.

9.4 Hours of Work

a) Scheduled Hours

The days to be worked and the daily hours of work, including starting time, lunch breaks, "coffee" breaks and finishing times shall be determined by the Principal of the school or Supervisor, as applicable, in consultation with the Employee and shall be communicated to the Employee.

i. Scheduled hours for Caretakers shall be Monday to Friday between the hours of 7:00 am - 7:00 pm.
ii. Scheduled hours for Pre-K Interventionist shall be Monday to Friday between the hours of 8:00 am – 5:30 pm.
iii. Scheduled hours for Educational Assistants shall be Monday to Friday between the hours of 8:30 am – 4:30 pm.
iv. Scheduled hours for Administrative Assistants shall be Monday to Friday between the hours of 8:00 am – 4:30 pm.

b) 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 beyond eight (8) hours in a given day or forty (40) hours in a given week, authorized in writing, by the Supervisor of Facilities (Caretakers), or immediate Supervisor will be considered overtime and will be compensated at the rate of time and one half (1.5) the regular rate. Except in emergency situations, all overtime hours must be authorized, in advance, by the Employee's immediate Supervisor.

c) Summer Schedule

With Board approval, during the months of July and August Caretakers may request the option of working four (4) days per week, ten-hours (10) per day in a given week. The hours worked in any given week shall not exceed forty (40) hours. Employees who are approved to work four (4) days per week, ten-hours (10) per day in a given week, are not entitled to the provisions of Article 9.4 b) Overtime and will not be paid overtime. All vacation and leaves will be calculated based on an eight (8) hour day.

d) Schools with only One (1) Caretaker – Extra Hours of Work

The Board recognizes that there are times throughout the year (during Summer, Christmas, Winter and Easter holidays only) where regular scheduled "deep" cleaning occurs. These time periods can place undue time and safety restraints on a caretaker when they are the only caretaker assigned to a particular school. In these particular situations, the caretaker can make a request, to the Supervisor of Facilities, to hire a casual employee to assist them in completing their duties during these peak times. All casual caretaking hiring must be approved by the Supervisor of Facilities.

e) Temporary Performance of Higher Paid Duties

An Assistant Caretaker who is assigned to perform the duties of the Head Caretaker for one half day or greater shall be paid at the Head Caretaker rate for all hours worked while acting as the Head Caretaker.

f) Time in Lieu

When approved by the immediate Supervisor or Principal, Employees may accumulate time in lieu to the equivalent of three (3) days of work. Time in lieu must be used by August 31 or in the academic year in which it was earned.

g) Request for reduction of hours

An Employee may request in writing a reduction in hours. Upon approval of the Board the vacant portion of the position may be posted. For all CUPE positions the union will be notified.

h) Multi Classification

With Board approval, Employees may be allowed to hold multiple positions within multiple classifications so long as hours do not exceed **forty (40)** hours per week.

9.5 Access to Personnel Files

Employee personnel files, maintained by the Board, shall be available for examination by the Employee in accordance with this article:

a) Conditions of Access

i) The employee may arrange an appointment with the Superintendent of Human Resources to examine information in the employee's file in the presence of the Superintendent of Human Resources at the Board Office during regular business hours.

ii) The file contents may not be removed, by the employee, from the location of the examination but, at the request of the employee, a copy will be provided of all records to which the employee has been granted access.

iii) Materials examined by the employee may not be amended or deleted without the approval of the Superintendent of Human Resources.

iv) Materials which were submitted in confidence will be identified to the employee but may not be reviewed by the employee nor will copies be provided to the employee.

9.6 Occupational Health and Safety

The Division is committed to providing a safe and healthy study and work environment for its students, staff members, volunteers, and the general public as outlined in Administrative Procedure 160- Health and Safety of Students and Staff.

PART III General Duties

a) General duties of employers

The duties of an employer at a place of employment include:

i. the provision and maintenance of plant, systems of work and working environments that ensure, as far as is reasonably practicable, the health, safety and welfare at work of the employer's workers:
ii. arrangements for the use, handling, storage and transport of articles and substances in a manner that protects the health and safety of workers;
iii. the provision of any information, instruction, training and supervision that is necessary to protect the health and safety of workers at work; and
iv. the provision and maintenance of a safe means of entrance to and exit from the place of employment and all worksites and work-related areas in or on the place of employment.

b) General duties of workers

A worker shall:

i. use the safeguards, safety appliances and personal protective equipment provided in accordance with these regulations and any other regulations made pursuant to the Act; and
ii. follow the safe work practices and procedures required by or developed pursuant to these regulations and any other regulations made pursuant to the Act.

ARTICLE 10 - EMPLOYEE RESPONSIBILITIES

Employee responsibilities shall be as outlined in job descriptions approved by the Director of Education and as may be amended by the Director from time to time to meet the needs of the Board's programs.

ARTICLE 11 – TERM

11.1 Duration

This Agreement shall be effective from **September 1, 2024** and shall remain in force until and including **August 31, 2027** and from year to year thereafter unless written notice is given pursuant to Article 11.2 entitled "Written Notice".

11.2 Written Notice

Either party may, not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiry date of this Agreement, give written notice to the other party of its desire to terminate the Agreement or negotiate a revision thereof.

ARTICLE 12— METHOD OF PAYMENT

12.1 Method of Payment

Every permanent CUPE member shall have the option of being paid on a ten (10) month or twelve (12) month basis.

An application for change in pay periods must be in writing to Superintendent of Human Resources by the fifth day of the new academic year.

Schedule "A"- Rates of Pay
For the Period September 1, 2024 to August 31, 2027

Classification:

A. Bus Drivers:

	Sept 1, 2024 3%	Sept 1, 2025 3%	Sept 1, 2026 3.5%
Daily Rate	**$61.99**	**$63.85**	**$66.08**
11 Years Service	**$62.58**	**$64.46**	**$66.72**
21 Years Service	**$63.14**	**$65.03**	**$67.31**
Rate per kilometer	**$0.294**	**$0.303**	**$0.314**
Extra Curricular Driving	**$19.16**	**$19.73**	**$20.42**
Standby	**$17.42**	**$17.94**	**$18.57**
In-town (Meadow Lake)	**$11.53**	**$11.88**	**$12.30**
Pre-Kindergarten	**$144.41**	**$148.74**	**$153.95**

Minimum for Extra-Curricular driving shall be:
Intra-community 2 driving hours
Inter-community 4 driving hours

	Sept 1, 2024 3%	Sept 1, 2025 3%	Sept 1, 2026 3.5%
Plug-In and wash per year	**$492.30**	**$507.07**	**$524.82**

B. Educational Assistants:

Hourly Rate	Sept 1, 2024 3%	Sept 1, 2025 3%	Sept 1, 2026 3.5%
Year 1	**$20.99**	**$21.62**	**$22.38**
Year 2	**$21.78**	**$22.43**	**$23.22**
Year 3	**$22.58**	**$23.26**	**$24.07**
Year 4	**$23.44**	**$24.14**	**$24.98**

C. Pre-Kindergarten Interventionists:

Hourly Rate	Sept 1, 2024 3%	Sept 1, 2025 3%	Sept 1, 2026 3.5%
Year 1	**$20.99**	**$21.62**	**$22.38**
Year 2	**$21.78**	**$22.43**	**$23.22**
Year 3	**$22.58**	**$23.26**	**$24.07**
Year 4	**$23.44**	**$24.14**	**$24.98**

D. Library Technicians:

Hourly Rate	Sept 1, 2024 3%	Sept 1, 2025 3%	Sept 1, 2026 3.5%
Year 1	$20.99	$21.62	$22.38
Year 2	$21.78	$22.43	$23.22
Year 3	$22.58	$23.26	$24.07
Year 4	$23.44	$24.14	$24.98

E. Administrative Assistants

Hourly Rate	Sept 1, 2024 3%	Sept 1, 2025 3%	Sept 1, 2026 3.5%
Year 1	$22.36	$23.03	$23.84
Year 2	$23.10	$23.79	$24.62
Year 3	$23.98	$24.70	$25.56
Year 4	$24.86	$25.61	$26.51

F. Family Advocate:

Hourly Rate	Sept 1, 2024 3%	Sept 1, 2025 3%	Sept 1, 2026 3.5%
Year 1	$31.18	$32.12	$33.24
Year 2	$33.42	$34.42	$35.62
Year 3	$35.64	$36.71	$37.99
Year 4	$37.87	$39.01	$40.38

G. Caretakers:

- Full time equivalent = 40 hours per week (FTE)
- Full time equivalent = 26,000 square feet

1. Head Caretaker

Annual Salary	Sept 1, 2024 3% $56,955.54	Sept 1, 2025 3% $58,664.21	Sept 1, 2026 3.5% $60,717.46

If there is one or fewer caretakers assigned to a school, they will be considered the head caretaker. The above head caretaker salary schedule is based on what a one (1) FTE caretaker would be paid annually. If a school is assigned less than one (1) FTE, that person will be paid a portion of the annual salary based on the FTE specified in their contract.

2. Assistant Caretaker

Hourly Rate	Sept 1, 2024 3%	Sept 1, 2025 3%	Sept 1, 2026 3.5%
Year 1	$20.99	$21.62	$22.38
Year 2	$21.78	$22.43	$23.22
Year 3	$22.58	$23.26	$24.07

H. Wellness Coordinators

1. High School Diploma

Hourly Rate	Sept 1, 2024 3%	Sept 1, 2025 3%	Sept 1, 2026 3.5%
Year 1	$28.97	$29.84	$30.88
Year 2	$31.18	$32.12	$33.24
Year 3	$33.42	$34.42	$35.62
Year 4	$35.64	$36.71	$37.99

2. Certificate/Post-Secondary Diploma

Hourly Rate	Sept 1, 2024 3%	Sept 1, 2025 3%	Sept 1, 2026 3.5%
Year 1	$31.18	$32.12	$33.24
Year 2	$33.42	$34.42	$35.62
Year 3	$35.64	$36.71	$37.99
Year 4	$37.87	$39.01	$40.38

3. Degree

Hourly Rate	Sept 1, 2024 3%	Sept 1, 2025 3%	Sept 1, 2026 3.5%
Year 1	$33.42	$34.42	$35.62
Year 2	$35.64	$36.71	$37.99
Year 3	$37.87	$39.01	$40.38
Year 4	$40.08	$41.28	$42.72

In witness whereof the parties have hereunder affixed their signatures by the hands of their duly authorized officers.

Dated this 9 day of Sept, 2025, in the town of Meadow Lake, in the Province of Saskatchewan.

THE BOARD OF THE NORTHWEST SCHOOL DIVISION NO. 203 OF SASKATCHEWAN

Barb Seymour – Board Chair

Patricia Main – Board Vice-Chair

Jennifer Williamson – Director of Education

Davin Hildebrand – Deputy Director of Education

Michelle Pickett – Chief Financial Officer

THE CANADIAN UNION OF PUBLIC EMPLOYEES NO. 4797

Tanya Knutson

Michelle Martodam

Donna Chaillee

Carrie Arlett