COLLECTIVE AGREEMENT

Between

THE BOARD OF EDUCATION
PRAIRIE SOUTH SCHOOL DIVISION NO. 210

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5512

September 1, 2025 to August 31, 2028

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THIS AGREEMENT MADE AND EXECUTED

BETWEEN: THE BOARD OF EDUCATION FOR THE PRAIRIE SOUTH SCHOOL DIVISION NO. 210 OF SASKATCHEWAN hereinafter called the "Employer".

OF THE FIRST PART

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL UNION NO. 5512 hereinafter called the "Union".

OF THE SECOND PART

WHEREAS by Order of the Labour Relations Board of Saskatchewan, dated August 15, 2008, the Union was declared to be the Collective Bargaining Agent of the Employees of the Employer named in such Orders.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

ARTICLE 1 - INTERPRETATION

1.01 In this Agreement the expressions:

a) "Employer" shall mean the Board of Education for the Prairie South School Division No. 210 of Saskatchewan.

b) "Employee" or "Employees" shall mean any person or persons covered by this Agreement.

c) "Permanent Employee" is an employee who occupies a permanent position and has completed the probationary period

d) “Full-Time Employee” is an employee who is employed the hours per day and days per year as outlined in the Wages & Classifications chart for the applicable classification.

e) “Part-Time Employee” is an employee who is employed less than full-time. Part-time employees are entitled to all rights and benefits contained in this Collective Agreement on a pro-rated basis, except as limited herein.

f) “Probationary Employee" is an employee who has not completed the probationary period. Probationary Employees are entitled to all rights and benefits contained in this Collective Agreement except as limited herein.

g) The word "they” where used, shall mean a person of any gender where the facts or context so require.

h) ”Service" shall mean an employee's period of employment with the Employer commencing from the date of employment if retained beyond the probationary period.

i) “Student Employee” (full-time student during the previous or upcoming year at a secondary or post-secondary institution) is an employee employed on a full-time seasonal basis between the months of May and August inclusive, as additional help to regular staff. Student employees are entitled to all rights and benefits contained in the Collective Agreement except as limited herein.

   The Employer agrees when hiring a “Student Employee” for temporary seasonal work, that for every “Student Employee” position hired in a related classification, casual employees will be offered one for one ratio in order of seniority.

j) “Casual” is an employee who is called in to work on an as-needed basis and has no definite schedule of hours. Casual employees are entitled to all rights and benefits contained in this Collective Agreement except as limited herein.
   Note: This includes the previous definition of a Permanent part-time employee.

k) “Temporary Employee” is an employee who is employed for a specific period of time and hours of work. Temporary employees are entitled to all rights and benefits contained in this Collective Agreement except as limited herein.

l) “Government Initiated Programs” – Summer Student Programs may be implemented provided no employee is supplanted and the work performed is supplemental to the duties normally performed by members of the bargaining unit.

m) “School Year” the period commencing the first day the teachers are scheduled to work and ending the last day they are scheduled to work.

ARTICLE 2 - SCOPE

The Board recognizes CUPE Local 5512 as the sole and exclusive bargaining agent for the following classifications of employees:

Administrative Assistants (School based)
Carpenters
Concession Workers
Educational Assistants
Educational Assistants II
Electricians
4th Class Power Engineer
Facility Operators

Head Facility Operators
Library Associates
Library Technicians
Handymen
Painters
Plumbers
School Support Workers
Social Workers
Speech Language Pathology Assistants

ARTICLE 3 - RECOGNITION

3.01 The Employer agrees to recognize the Union as the sole collective bargaining agency for the Employees covered by this Agreement and hereby consents and agrees to negotiate with the Union, or its designated representatives in any and all matters affecting the relations between the Employer and the Employees.

3.02 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representative, which may conflict with the terms of this Collective Agreement or Letters of Understanding.

3.03 Subject to the provisions of this Agreement the parties recognize the Employer's functions of management under which it shall have the right to hire new employees and to direct the workforce.

3.04 It is the desire of both parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union, to promote co-operation and understanding between the Employer and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage efficiency in operation, and to promote the morale, well-being and security of all the Employees in the bargaining unit of the Union.

ARTICLE 4 - UNION/EMPLOYER CO-OPERATION

4.01 The Employer and the Union agree to abide by the policies and procedures as set out by the Employer to encourage efficiency in the operation of the school division, and to promote the morale, well-being and security of all the Employees. The Employees as represented by the Union also agree to perform their assigned work. The parties agree to abide by the terms and conditions set out in the Collective Agreement and are committed to creating an atmosphere of mutual dignity and respect between the Employer and members of the Union.

ARTICLE 5 - UNION SECURITY

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

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Upon request in writing of any employee and the written authorization of the Union, the Employer agrees to deduct and to pay in periodic payments out of the wages due to such employee to the CUPE National office, the Union dues of such employee until such employee has withdrawn in writing such request, and the Employer shall furnish to the CUPE National office when remitting the dues deducted from the Employee's wages, the names of the Employees who have given or withdrawn such authority and those employees who have been hired and been in the Employer's service for thirty (30) calendar days, and those who have left the service of the Employer.

6.02 The Employer agrees that all new employees in the bargaining unit shall be provided with a union membership application and dues check-off authorization form as provided by the Union upon date of hiring.

6.03 The Employer agrees to report union dues, paid by employees, on the T-4 forms it annually issues. The Union agrees to provide a letter indicating that the Union will not be issuing receipts for such dues.

ARTICLE 7 - CONTRACTING OUT

7.01 In order to provide job security for members of the bargaining unit, the Employer agrees that work presently performed will not be contracted out in whole or in part during the period covered by this agreement if such action would result in a reduction in pay, hours of work, layoff or loss of job of any member of the bargaining unit.

ARTICLE 8 – NO DISCRIMINATION, HARASSMENT AND VIOLENCE

8.01 All members of the education community have a right to work and learn in a respectful environment that is free from harassment and violence.

Prairie South School Division is committed to taking every reasonably practical measure to create and maintain work environments where employees, students and volunteers are treated with respect and dignity. The Employer recognizes its responsibility to provide education regarding harassment and workplace violence, and to provide the opportunity for training to resolve situations that occur. While it is the Employer's responsibility to provide a workplace free of harassment, both the Union and the Employer will work jointly to achieve that goal. The Employer is committed to taking corrective action respecting any person under the Employer's direction who subjects any person to harassment, discrimination and/or violence.

8.02 The Employer agrees that there shall be no discrimination, harassment interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer or layoff, because of national origin, age, race, creed, colour, ancestry, political or religious affiliation or activity, sexual orientation, sex, gender identity, marital or family status, place of residence, disability (subject to bona fide occupational requirements), physical size or weight, nor by reason of their membership or activity in the Union.

8.03 The Union or its agents agree that there shall be no discrimination with respect to any employee of the Board.

ARTICLE 9 – VACANCIES AND NEW POSITIONS

9.01 <u>Postings</u>

a) When vacancies or new positions occur within the bargaining unit, the Employer shall post notice of same in a place or places accessible to employees for a minimum of five (5) working days in order to allow them the opportunity to make application. A copy of the posting shall be forwarded to the Union. At the same time as those vacant positions are advertised internally, they may also be advertised externally. All external applications shall be held separately and shall not be considered until the internal posting procedure has been completed.

b) Job Postings shall include the following information:

- Nature of the position
- Required minimum qualifications (knowledge, education, skills, abilities and experience)
- Level of Compensation
- Hours of work (regular day, shift, or split shift)
- Location
- Closing date for the position

- Approximate start date
- Must belong to CUPE Local 5512

c) Jobs shall normally be posted during the school year. When it is necessary to post a job vacancy or new position during the school summer vacation, such postings shall be placed exclusively on the Employer's website for a minimum of ten (10) working days.

d) Employees shall notify the Human Resources Department, in writing, by June 15th of each year if they wish to receive job postings electronically during the school summer vacation.

9.02 Appointments

a) Vacancies and new positions shall, whenever possible, be filled by present employees. In filling vacancies and new positions, appointment shall be made of the applicant having the greatest seniority and the minimum qualifications.

b) If the successful candidate does not commence the position or the position becomes vacant within forty (40) working days of commencement, the vacancy will be filled by those who applied to the initial posting in accordance with 9.02 a)

c) Educational Assistants

In addition to the above paragraph, the appointment of Educational Assistants shall be subject to:

i) Their ability to meet specific program and/or student needs which will be detailed in the posting.
ii) The consistency and continuity for students, programs, and schools as determined by the Employer.

Educational Assistants may apply for Educational Assistant vacancies and move once per school year unless it is a promotion (hours of work or higher wages), in such cases minimum qualifications and seniority shall prevail in the additional move. The employee shall waive their trial period except when the position is permanent. The Employer shall:

i) Communicate directly with the Employee.
ii) Shall appoint the most senior employee that possesses the minimum qualifications required.
iii) Provide reasons if the Employee is not appointed.

In the yearly staffing process of Educational Assistants, the Employer shall provide the Employee with a Request for Change form to be completed in April of each year.

9.03 Where new positions are created or current positions reclassified, the Employer will advise the Union in advance of the nature of the position and the proposed wage or salary rate. In the event that the Union shall disagree with the said rate, then the same shall be negotiated between the Employer and the Union. If the rate cannot be agreed upon through negotiations, it would be settled through the grievance procedure.

9.04 When an employee applies for a position and does not have the required qualifications and it may be reasonably expected, as determined by the Employer, that the Employee could achieve those qualifications within ninety (90) calendar days, the Employee shall be considered for the position. If the Employee does not achieve the required qualifications within the ninety (90) calendar days, the Employee shall revert to their former position.

9.05 The Employer will advise the Union, in writing, of the successful applicant for all positions.

9.06 Where fewer than three (3) hours per day of additional work in a location becomes available, existing staff in that location and classification may be offered the opportunity to work additional hours. The hours will be offered in order of seniority to employees in the applicable classification that work less than full time hours, subject to consideration operational needs of the location. It is agreed that Articles 9.01 and 10.05 shall not apply and the additional hours will not be posted.

ARTICLE 10 - TEMPORARY SUBSTITUTION

10.01 <u>Employees with Fixed Hours</u>

a) If a Head Facility Operator is absent from their school due to illness, etc., the position shall be offered to Facility Operators who have the qualifications required to be a Head Facility Operator in that school in declining order of seniority. They shall assume the position of temporary Head Facility Operator and be paid for each full day at the rate of pay for Head Facility Operator for that school commencing immediately upon assuming the position of Head Facility Operator. If a Head Facility Operator is absent for a period of more than sixty (60) working days the position shall be posted as a temporary position.

b) If no Facility Operator in the affected school is qualified or accepts responsibility, then the position shall be offered to the Permanent

Employees, subject to availability, according to seniority.

10.02 Temporary vacancies in the Maintenance Department shall be filled according to the procedures set out above in Article 10.01 (a) and (b).

10.03 Any subsequent vacancy occurring due to Article 10.01 and Article 10.02 shall be posted as a temporary position after sixty (60) working days vacancy.

10.04 Every employee who is assigned to perform the principal duties of a higher classification or grade shall be paid for the full time that they are so employed at the rate of pay for that position.

10.05 For all other Employees absent for a period of more than sixty (60) working days, the position shall be posted as a temporary position and filled in accordance with Article 9 (Vacancies and New Positions).

10.06 Part time and short term vacancies of less than 60 working days shall be offered to existing part time employees in the classification within the school, in order of seniority, prior to calling in a casual employee. If an existing employee does not want to work the additional hours, casual Employees shall be called in order of seniority subject to their availability.

10.07 A Student Employee will not be hired to replace a regular employee.

ARTICLE 11 - TRIAL PERIOD AND PROBATION

11.01 Probationary Period

"Probationary Period" is a period of 60 cumulative working days, with the option to extend up to an additional 40 cumulative working days upon mutual agreement between the parties.

11.02 Trial Period

a) The successful applicant shall be placed on a trial period of ten (10) working days. Conditional on satisfactory service, the Employee shall be declared permanent in the new position after the period of ten (10) working days. The trial period may be extended for up to ten (10) working days by mutual agreement between the Employer and Employee. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee so requests, they shall be returned to their former position, wage or salary rate without loss of seniority. Any other employee promoted as a result of the posting shall be returned to their former position, wage or salary rate without loss of seniority. It is further understood that the trial period shall be extended by any vacation time, sick leave or authorized leave of absence beyond ten (10) working days that fall within the said trial period.

Note: Where an Educational Assistant is appointed at the beginning of the school year there shall be no trial period. When a permanent Educational Assistant position is posted during the school year, the trial period shall apply.

b) Temporary employees shall have the above trial period provisions, however will not be declared permanent after ten (10) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee so requests, they shall be returned to their former position, wage or salary rate without loss of seniority.

11.03 Trial Period From In-Scope to Out of Scope

a) Employees who accept a permanent out of scope position with the Employer, shall be allowed up to a thirty (30) calendar day trial period in the out of scope position and remain union members. This is on the condition that they continue to pay all Union dues at the set rate for the period of employment. Such employees shall be entitled to any benefits of the collective agreement where they may apply. The employee has the option of reverting to their former position at their former rate of pay without loss of seniority within the thirty (30) calendar day time limit. Employees who have moved into the positions vacated by these employees shall also revert to their previous positions.

b) Employees who accept a temporary out-of-scope position with the Employer shall:

i) Upon request, be provided with an unpaid leave of absence from their in-scope position for a period not exceeding one hundred and eighty (180) calendar days.
ii) Be allowed up to a thirty (30) calendar day trial period in the out-of-scope position.
iii) Only have the option to revert to their former position at their former rate of pay within the thirty (30) calendar day trial period. If the employee chooses to resign from the out-of-scope position after the thirty (30) calendar day trial period and prior to the conclusion of the temporary term ending, the employee will be placed on the casual call-in list until the agreed to conclusion of such leave or if the in-scope position becomes vacant prior than expected.
iv) Have their seniority maintained and accrue during the thirty (30) calendar day trial period. The employee shall accrue no seniority after this time but will maintain their seniority for a period of up to one hundred and eighty (180) calendar days.
v) During the duration of the temporary position, up to and including one hundred eighty (180) calendar days, continue to have Union dues deducted from each pay period for the purpose of maintaining seniority

and be entitled to the rights and benefits provided by this agreement upon their return to their union position. The dues shall be calculated on the employee's in-scope rate of pay.

ARTICLE 12 – JOB SHARING

12.01 Job sharing is defined as the voluntary sharing of a permanent position in a structured manner by two (2) persons, one (1) of whom is the permanent incumbent of the position and the other is a temporary employee. A job share arrangement is not intended as a means to increase or decrease workload. It is expected that the regular workload for the position will be maintained. Job sharing is intended to allow a permanent employee to work less than regular full-time hours in their position while maintaining status as a permanent employee. It is intended to better accommodate the hours of work of the employee to their personal needs where this is operationally feasible as determined by the employer.

The incumbents of a job share arrangement shall work the hours that would be equivalent of the position of the job holder (generally a full time position). The permanent job holder shall work no less than 50% of the hours for their position.

12.02 Job Holder

Only the permanent incumbent of a position (job holder) can initiate a request to establish a job share arrangement. A copy of all requests for job share will also be forwarded to the Union. Approval of the job share request resides both with the employer and the Union. Such an approval will be subject to the feasibility of accommodating the request with respect to operating requirements as determined by the employer. If the permanent incumbent resigns/retires, the entire vacant position shall be posted.

12.03 Temporary Position

The other portion of a job share arrangement is filled with a temporary employee who is subject to all of the rights and privileges of temporary employees. The term of the temporary employee is open ended and ends when the permanent job holder terminates the job share arrangement. If the temporary employee resigns/retires from the job share, the temporary position shall be posted.

12.04 Hours of Work

The incumbents of a job share arrangement shall work the hours that would be equivalent of the position of the job holder (generally a full time position). If an employee in a job share desires to work extra hours in a job other than their

own, they may do so provided that their combined hours are equal to or less than that of a full time position and that it is agreeable to their out-of-scope supervisor.

12.05 Rate of Pay

Any hours worked in a job share shall be at the regular rates of pay for the position being shared except as provided in Article 18 (Overtime).

12.06 Terminating a Job Share

Upon a minimum of two (2) weeks written notice the permanent job holder, the union or the employer may terminate the job share arrangement.

12.07 Posting of a Job Share

When a job share arrangement is established or becomes vacant the Employer will staff the temporary position as quickly as possible through the regular posting process.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 Definitions

a) Grievance
A grievance exists when there is a dispute or difference in the interpretation or application of this agreement or any other dispute concerning working conditions that is covered by any federal or provincial statutes between the Employer and the Union or any employee who is a member of the Union.

b) Union Grievance Committee
The President of the local or their designate; and other union members and advisors as deemed necessary.

c) Employer Grievance Committee
Superintendent of Human Resources or their designate and other management staff and advisors as deemed necessary.

d) School Board Grievance Committee
The School Board Chair or Vice Chair and a minimum of two other school board members.

e) Working Day
For the purpose of this article a working day is defined as a day that the school division main office is open for business.

13.02 General Grievance Procedures

a) Where a dispute involving a question of dismissal for cause occurs the Employer and the Union agree to bypass Steps 1 and 2 of the Article.

b) Written statements, grievances and replies to grievances shall be sent by email simultaneously to all applicable parties followed by regular mail at all stages of the grievance procedure.

c) Grievances resolved within the time allowed shall include an effective date of settlement.

d) The time limits fixed in the Grievance Procedure may be extended by mutual consent of the parties to this Agreement. If a grievance has not advanced to the next step within the specified time limit in each step set out above, or extended by consent, it shall be deemed to be settled on the basis of the decision given at the previous step and all rights of further recourse to the grievance procedure shall be at an end.

e) At any stage of the Grievance Procedure, the parties may have the assistance of the Employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises and/or records pertinent to members of the Local to view any working conditions which shall be relevant to the settlement of the grievance.

f) The Employer agrees that the Union may have the assistance of a representative of the Canadian Union of Public Employees in any negotiations or discussions between the parties of this agreement.

13.03 Specific Grievance Procedures

NOTE: Mediation – A grievance may proceed to Mediation before or after any step in the grievance procedure by mutual agreement of the parties.

a) Step 1 – Discussions with Immediate Supervisor

i) Prior to filing a formal written grievance, the Employee or Employees concerned, together with a representative of the Union, and the immediate supervisor or designate shall, within fifteen (15) working days of the notification of a concern, meet to discuss the matter.

ii) The discussions shall be for the purpose of attempting to resolve the concern in a timely and satisfactory manner.

iii) The immediate supervisor or designate shall provide a written statement indicating the decision following the discussions to the Employee(s), the Union and the Superintendent of Human Resources or designate within fifteen (15) working days of the conclusion of the discussions. Extensions are available to timeline as outlined in General Grievance Procedures.

b) Step 2 – Formal Grievance Meeting

i) Failing resolution under Step 1, the grievance, including the article grieved and the solution sought, may be advanced by the Union Grievance Committee by submitting it in writing to the Superintendent of Human Resources or designate within fifteen (15) working days of the receipt of the written statement in Step 1 (iii).

ii) The Union Grievance Committee and the Employer Grievance Committee shall meet to discuss the grievance within fifteen (15) working days of the receipt of the grievance by the Superintendent.

iii) The Superintendent of Human Resources or designate, in consultation with the Director of Education or their designate, shall decide on the grievance and provide a written notice of the decision to the Union Grievance Committee within fifteen (15) working days of such discussion.

c) Step 3 – School Board Grievance Committee Meeting

i) Failing resolution under Step 2, written application for a meeting with the School Board appointed Grievance Committee may be made by the Union Grievance Committee to the Superintendent of Human Resources or designate within fifteen (15) working days of receipt of the decision at Step 2.

ii) The Superintendent of Human Resources or designate shall inform the Union Grievance Committee and the School Board Grievance Committee in writing, of date, time and location of the meeting. The meeting shall take place within fifteen (15) working days of receipt of the application.

iii) The Superintendent of Human Resources or designate shall provide a written notice of the decision of the School Board Grievance Committee to the Union Grievance Committee within fifteen (15) working days of the meeting.

d) Step 4 – Arbitration

i) Where grievances cannot be resolved in Step 3 and mediation has not been agreed to, the grievance may be referred to a Board of Arbitration

within fifteen (15) working days following receipt of the Board's decision at Step 3 (iii). Where mediation has been agreed to but no resolution has been achieved, the grievance may be referred to a Board of Arbitration within fifteen (15) working days following the conclusion of mediation.

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) If either party fails to appoint a nominee to the Board of Arbitration within fifteen (15) working days of the first nominee, the remaining party may request the Chairperson of the Labour Relations Board to make such an appointment.

iv) Where the appointees of the parties fail to agree within fifteen (15) working days of their appointment, on the appointment of a Chairperson, either party may request the Chairperson of the Labour Relations Board to appoint a Chairperson to the Board of Arbitration.

v) The Board of Arbitration shall render a final and binding decision within thirty (30) working days of the final sitting of the Board of Arbitration.

When either party applies for the establishment of a Board of Arbitration, each party shall pay the fees and expenses of their own nominee and shall pay one-half of the cost of the fees and expenses of the Chairperson.

The Arbitrators shall have power to deal only with matters involving the interpretation, application or violation of this Agreement and shall not rule on any other matter nor shall they have the right to alter, amend, set aside, add to or delete from any of the provisions herein contained, nor to render any decision which is inconsistent with the provisions of this Agreement.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

14.01 Investigation of Misconduct

NOTE: Where an allegation of serious misconduct is made against an employee, the Employer may assign the employee to home with pay pending an investigation.

The Employer and the Union recognize the difference between discipline and constructive job counselling and nothing is intended to restrict the Employer's right to counsel.

14.02 A copy of any document or other information placed on any employee's personnel file which might at any time be the basis for disciplinary action shall be

supplied concurrently to the employee and, upon request by the employee, to the Union.

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

1) verbal warning
2) written warning
3) suspension
4) dismissal

14.04 Access to Employee's Personnel File(s)

An employee shall have the right at any time to have access to and review their personnel file(s) with the Superintendent of Human Resources or designate and Union Officers. The Employee may authorize a Union Representative to access their personnel file.

14.05 No employee covered by this Agreement shall be disciplined except for just cause. A dismissed or disciplined employee shall be given the reasons for dismissal or discipline in the presence of a Union Representative, for Levels 2, 3, and 4, as above, and the Union shall be advised promptly in writing of the reason(s). Following a verbal warning the Employee and the Union shall receive a confirmation of the meeting by email.

14.06 The disciplinary letter and the employee's comments shall become part of the employee's personnel file and copies shall be forwarded to the Union.

14.07 Upon request, an employee shall have any negative reference removed from their personnel file after twenty-four (24) months from date of entry. In situations involving discipline for proven matters of a more serious nature such as sexual harassment, violence, or theft, the disciplinary letters shall not be removed from the personnel file.

14.08 Job Abandonment

An employee who is absent without approved leave shall after five (5) consecutive working days of such absence, be considered to have abandoned their position and will be deemed resigned unless it can be shown by the employee that special circumstances prevented the employee from reporting to work or from seeking authorization to miss work.

ARTICLE 15 – SENIORITY

15.01 "Date of hire" shall be the start date for calculating seniority.

15.02 The “date of hire” shall be defined as the first working day for the Employee.

15.03 In the case where more than one employee has the same date of hire, seniority shall be determined and recorded by a random drawing of names. The random draw shall be witnessed by the Union and the Employer. Employees shall be notified of their ranking immediately.

15.04 There shall be no seniority acquired by an employee during their probationary period. However, after having completed the probationary period the seniority of that employee shall commence from the date of hiring.

a) For a probationary employee subject to call-in they shall be called in based on date of hire.

b) There shall be no seniority acquired by a Student Employee unless they have worked the equivalent of 720 hours. Should a Student Employee become employed in a permanent position, start date shall be calculated on the basis of accumulated service.

15.05 Maintenance and Accrual

a) Seniority shall be maintained and accrue during:

i) All periods of approved paid leave (e.g. annual vacation, public holidays, education leave, union leave);

ii) Leave of absence without pay for periods not exceeding one hundred and eighty (180) calendar days;

iii) Maternity leave;

iv) Parental leave;

v) Adoption leave;

vi) Layoff up to and including one hundred and eighty (180) calendar days;

vii) Wage replacement benefits for Workers’ Compensation benefits, Saskatchewan Government Insurance benefits, and Long Term Disability benefits;

viii) Appointments to an out-of-scope (non-union) position with the Employer of up to thirty (30) calendar days.

b) Seniority shall be maintained, but shall not accrue during:

i) Periods of leaves of absence over one hundred and eighty (180) calendar days;
ii) Layoff over one hundred and eighty (180) calendar days;

iii) Appointments to a temporary out-of-scope (non-union) position with the Employer after the thirty (30) calendar day trial period and up to, and including, one hundred and eighty (180) calendar days.

c) Loss of Seniority

An employee shall lose seniority in the event the employee:

i) Is discharged for just cause, and not reinstated;

ii) Is laid off for more than two (2) consecutive years;

iii) Voluntarily terminates employment (e.g. retires, resigns) and seven (7) calendar days have elapsed;

iv) Accepts and completes the trial period in a permanent out of scope (non-union) position with the Employer for more than thirty (30) calendar days;

v) Accepts and completes the trial period in a temporary out-of-scope (non-union) position with the Employer for more than one hundred and eighty (180) calendar days.

vi) Has not worked for the Employer within twelve (12) consecutive months and is not on an approved leave or laid off;

vii) Is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;

viii) Fails to comply with the provisions of Article 16.

15.06 The Employer shall make the seniority list available to the membership by January 10th each year. Employees shall have the opportunity to review the seniority list and make any corrections by February 10th each year. The final list shall be posted by the end of February.

15.07 Where an employee has obtained an authorized Leave of Absence to engage in alternate work, their seniority shall be adjusted to reflect the period of their

absence. i.e. An employee with a seniority date of June 30, 2000 who takes a Leave of Absence to engage in alternate work for a period of six (6) cumulative months shall have their seniority date adjusted to December 31, 2000. The adjustment to seniority shall be made upon the Employees return to work.

ARTICLE 16 - LAYOFFS AND REHIRING

16.01 Definition of Layoff

Note: The Employer shall provide a Lay Off Notice to impacted employee(s). The Letter will be presented to the employee during a meeting with the Employer and the Union representative and shall include:

- the reasons for the Lay Off;
- the effective date of the Lay Off;
- options for the employee (accept the lay off or reduced hours, resign from the position, bump, or retire if applicable);
- and a seventy-two (72) hour (excluding, weekends and statutory holidays) time requirement to respond to the Employer representative or designate as to the selected choice.

a) A layoff shall be defined as an employer initiated reduction in the workforce or a reduction of a permanent employee's regularly scheduled hours of work**.**

b) In the reduction of staff, employees with the longest service in any community shall be retained provided they possess the ability to perform the related work. Where it is necessary to rehire, employees shall bid on vacant positions subject to their seniority, qualifications and ability to perform the duties of the position. For the purpose of determining the longest service, service shall be calculated using seniority.

c) In the reduction of staff any employee whose job classification is abolished, or who is displaced from their job shall within seven (7) calendar days (including timelines in the note above) of notice be entitled to exercise their seniority to bump into any job classification within the bargaining unit, provided they have the minimum qualifications for the work as defined in Article 16.01 (b) and Article 9.04 (Vacancies and New Positions). An additional ten (10) calendar days shall be granted at the request of the Employee in a situation where the Employee may be required to move. An extension of the above timelines may be granted when extenuating circumstances exist. Any portion of the above timelines may be waived by the affected employee.

d) An employee who retains employment within the bargaining unit shall not experience any reduction in their rate of pay or hours of work as a result of job abolishment or displacement during the above noted ten (10) day calendar

period.

e) A laid off employee may choose to retire or accept a lay-off and bid on vacant positions or be placed on the casual list, subject to the minimum qualifications and ability to perform the duties of the position.

f) It shall be the responsibility of the Employer to notify those affected by lay-off of subsequent postings by e-mail, or at the request of the Employee, by mail.

g) Automatic Lay-off

   i) Employees who are employed on the basis of the school year shall be deemed to be laid-off for the school vacation periods.

   ii) All employees laid off in June shall be given a written notice advising them of the last day of work prior to the school vacation period and of their approximate recall date. If no recall date is identified, then the provisions of Article 16.01 c) (Bumping) will come in to effect.

h) Educational Assistant Lay-offs

   The Employer recognizes the value of long service in the provision of quality education. Where a reduction in the number of Educational Assistant positions is necessitated**,** the Director of Education or designate and the Union shall meet to discuss proposed changes including lay-offs taking into account:

   i) The seniority and qualifications of the staff in that classification; and

   ii) The particular educational and developmental needs of any directly affected program and/or student, if applicable.

i) It is agreed that Educational Assistants may be transferred from one school to another depending on student enrolment, educational and developmental needs of programs and students**,** distance factors and other such operational considerations. It is further agreed that if this transfer is initiated after the school year has begun, Article 16.01 c) shall not apply. It is understood the transfer is done on a temporary basis and any Educational Assistant placements for the following school year will be done in accordance with the spring staffing procedures.

j) In the event of lay-offs, the Employer agrees that except for Educational Assistants, it will offer employment to employees affected by lay-offs prior to engaging any new employee for similar work. The Employer agrees that when filling the position of an Educational Assistant, it will review the applications of previous Educational Assistants that had been engaged in similar work prior to

hiring any new employee.

k) Where a former employee is re-employed within twenty-four (24) months, they shall be credited with previous service in connection with seniority, determining length of service in connection with vacation and other benefits based on length of service.

16.0*2* Notice of Lay-off

Except for just cause, other than shortage of work, an employee who has been in the employ of the Board for at least three (3) continuous months may have their employment terminated or may be laid off by the Board in accordance with the following:

a) one (1) weeks written notice, if the period of employment is less than one (1) year;

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

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

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

e) eight (8) weeks written notice, if the period of employment is ten (10) years or more.

Where notice is not provided, payment in lieu of notice shall be provided.

ARTICLE 17- HOURS OF WORK

17.01 Scheduling of Hours

a) The days to be worked, the daily hours of work, and scheduled breaks, shall be determined by the Principal of the school and/or designate after consultation with the Employee and shall be communicated to the Employee prior to the beginning of the school year. Any revisions to the scheduling during the school year shall be determined by the Principal of the school and/or designate after consultation with the Employee and shall be communicated to the Employee, wherever possible, at least two (2) weeks in advance.

b) Scheduled Educational Assistants who are employed for the full normal hours of daily instruction in a school shall be paid for a minimum of thirty (30) hours **per**

five (5) day work week in the regular school **calendar** and **paid a minimum of thirty-two (32) hours per five (5) day work week** in the alternate school **calendar**.

c) Scheduled Employees, who are employed for less than the full normal hours of daily instruction in a school, shall be paid for a minimum of fifteen (15) hours per week in the regular school year and a comparable allocation in the alternate school year. This clause may not apply to all Job Share arrangements.

17.02 Flextime for Employees with Fixed Hours of Work

a) Flextime is an arrangement made by mutual agreement between the Employee and the Principal of the school or designate. Flextime is intended as an hour-for-hour arrangement and shall not exceed adjustments or accumulations of up to one (1) day at a time. Normally casuals shall not be called in, however, in exceptional circumstances a casual may be granted for a minimum of a half day, upon approval by the Principal of the school or designate.

Flextime must be earned before it can be used.

Note: Example of an Exceptional Circumstance – An Educational Assistant is assigned to a specific student who requires a high level of one-to-one care and needs direct supervision and no internal coverage is available.

Flextime cannot be carried over to another year and must be used by the end of the school/fiscal year.

i) Ten (10) Month Employees who work on the basis of a school year must use Flextime prior to June 30 of the given year. If mutual agreement cannot be reached between the Employee and the Supervisor by June 15th, the Supervisor will schedule the unused flextime.

ii) Twelve (12) Month Employees who work on the basis of a fiscal year must use Flextime prior to August 31 of the given fiscal year. If mutual agreement cannot be reached between the Employee and the Supervisor by August 15th, the Supervisor will schedule the unused flextime.

b) Flextime does not apply to employees on averaged hours.

c) Flextime hours earned by an employee are not to be considered overtime.

d) The Principal of the school or designate is responsible for monitoring and administering flextime. It is not required to be reported to the division office and does not need to be recorded on timesheets.

Note: Example of Flextime Application - By mutual agreement the Principal of a

school or designate and the Administrative Assistant agree that the Administrative Assistant should work an extra hour for three days in a row to get ready for exams. Having now accumulated three (3) hours of flex time, the Administrative Assistant could then use two (2) of those accumulated flex hours to attend a friend's funeral and the third (3rd) hour to attend a child's dance recital.

e) Flextime is for hours worked up to eight (8) hours per day. Any hours worked over eight (8) hours per day, Article 18 "Overtime" shall apply.

17.03 Scheduled, Work Duty-free, Paid Rest Periods

Employees* shall be entitled to scheduled, work duty-free rest period(s) of ten (10) minutes. Employees who work fewer than four (4) hours are entitled to one (1) ten (10) minute rest period. Employees who work four (4) or more hours are entitled to two (2) ten (10) minute rest periods. The ten (10) minutes shall be taken consecutively at a time to be scheduled by the Principal of the school or designate in consultation with the Employee.

(*NOTE: Except as set out in 17.05)

17.04 Earned Days off for Administrative Assistants (10 Month)

a) Earned days off shall be granted to Administrative Assistants for voluntary administrative time worked outside of their assigned days for the current school year. Up to three (3) days off may be earned by mutual agreement between the Employee and the Principal of the school or designate. Earned time off shall be on an hour for hour basis and may only be taken upon mutual agreement of the Principal of the school or designate and the Employee. Days off shall be taken as full or half days. If required, a casual employee shall be provided. Employees may carry over one (1) earned day off to the following school year and at no time shall the accumulation exceed four (4) earned days off. Carry over, in excess of one (1) earned day off, shall be forfeited at the end of the last school day of the current school year.

b) The Principal of the school or designate is responsible for monitoring and administering such earned days off. Leave forms for days taken must be submitted and recorded on the absence report, not on time sheets.

17.05 Summer Hours for Employees with Fixed Hours

a) Facilities Staff

From the first full week in July following July 1st, through the last week in August that immediately precedes the date on which teaching staff return to school,

Maintenance Staff, Facilities Operators, Part-Time, Casual staff and Students shall be scheduled Monday through Thursday, or by mutual agreement, Tuesday through Friday, ten (10) hours per day from 7:00 a.m. to 5:00 p.m. (The Public Holiday in August for these employees will be considered to be a ten (10) hour day). Employees who are not scheduled Mondays throughout July/ August shall observe the holiday on the first scheduled day following the holiday. Ten (10) hours per day includes a twenty (20) minute paid lunch break and two (2) fifteen (15) minute paid rest periods.

Staff who want to work eight (8) hours per day may choose to work Monday through Friday from 7:00 a.m. to 3:00 p.m. (The Public Holiday in August for these employees will be considered to be an eight (8) hour day). Eight (8) hours per day includes a twenty (20) minute paid lunch break and two (2) ten (10) minute paid rest periods.

All summer hours for employees on fixed hours must be confirmed in writing by May 31st**.** Other arrangements will require the prior authorization of the Principal.

Example: An Employee can apply to the Principal to work eight (8) hours per day Monday through Thursday and allocate the other two (2) hours per day toward their vacation time and/or earned time.

b) Holiday Hours for Employees with Fixed Hours

Union members with "fixed hours", other than Temporary, Casual and Part-Time, who are required to work during school breaks (Christmas, Easter, February and summer) (from the first full week in July following July 1st, through the last week in August that immediately precedes the date on which teaching staff return to school) shall be entitled to work a compressed work day, from 7:00 a.m. to 3:00 p.m. with a twenty (20) minute paid lunch break and two (2) ten (10) minute paid rest periods.

The Temporary, Casual and Part-Time Employees who are required to work during school breaks shall also work from 7:00 a.m. to 3:00 p.m. unless there is an identifiable need in the facility for a different shift in the facility.

Notwithstanding the foregoing, should special events or projects be scheduled in "fixed hour" facilities during the school breaks, and should the Employer in consultation with the Union, determine that an alternate work schedule is necessary during that time, the Employer shall provide two (2) weeks written notice, with copies to the Union, to those employees whose schedule will be changed.

The written notice shall identify the daily and/or weekly shifts in the alternate

work schedule as well as the duration of the alternate schedule.

17.06 Shifts

a) Schools with two (2) or more full-time equivalent Facility Operators shall rotate shifts except when agreed between those employees in that school. Such agreement shall be submitted to the Principal two (2) working days in advance of implementation, with a reply in writing. Such change is to be no less than one (1) working week.

b) There shall at all times be two (2) employees on duty if shift work in any school is required beyond 11:00 p.m., other than overtime.

c) Should the Employer propose a significant change in a shift of an Employees' work schedule, a meeting shall occur between the Employer, the affected Employee and the Union. The Employee shall have an opportunity of either accepting the change or exercise their bumping rights to a position within their existing classification, with a work schedule similar to their existing work schedule. Reasonable notice shall be provided prior to implementing such shifts.

Significant change shall mean a change or break in a shift of more than two (2) hours.

Examples:

1. If a 7:00 a.m. – 3:30 p.m. shift changes to a 9:30 a.m. – 6:00 p.m. shift
2. If a 7:00 a.m. – 3:30 p.m. shift changes to a 7:00 a.m. – 11:00 a.m. and 2:00 p.m. – 6:00 p.m. shift
3. If a current lunch break is ninety (90) minutes and changes to more than a two (2) hour lunch break.

It is the Employer's responsibility to determine the number of working days for each occupation group. Changes to days at work will be done in consultation with the Union. For employees with fixed hours of work, days off shall be consecutive.

ARTICLE 18 - OVERTIME

18.01 Fixed Hours

a) Each job classification's routine (fixed) daily hours of work shall be set out in the "Wages and Classifications" section at the back of this agreement. The listing of the hours are based on what constitutes a full time equivalency.

b) "Overtime" is any employer authorized hours worked in excess of eight (8) hours per day. Employer authorization must come from the Superintendent of Human

Resources (or Manager of Facilities for Facility Operators, Head Facility Operations and Maintenance staff). The employee's supervisor does not have the authority to authorize overtime.

c) "Overtime Rate" shall be equal to one and one half (1 ½) times the Employee's hourly wages for the first three (3) hours of overtime and two (2) times the Employee's hourly wages for overtime worked in excess of three (3) hours based on each incident of overtime worked. Hourly wages are contained in Article 36.

d) For required overtime, all employees shall be paid at the overtime rate, except for public holidays, callbacks and facility checks.

e) For required work on public holidays, all employees shall be paid the Employee's wages plus the overtime rate.

f) For required callbacks outside regular working hours, all employees shall be paid for a minimum of two (2) hours at overtime rates.

When boilers are in operation, Facility Operators shall conduct boiler/facility checks in schools which require them according to the *Boiler and Pressure Vessel Act and Regulations*. When a Facility Operator is not available to conduct the boiler/facility check on a weekend or public holiday, an alternate facility operator, with a Fireman's Certificate shall conduct the boiler/facility check. If no Facility Operator is available to conduct the boiler/facility check, the Facility Operator shall advise their Principal and the Manager of Facilities.

If a casual employee performs the boiler/facility check, they shall be entitled to minimum call out pay unless they have already worked 40 hours that week in which case they shall be paid at the overtime rate.

g) All employees shall be allowed to accumulate up to forty (40) hours of earned time in lieu at a rate equal to the appropriate overtime rate and shall be taken at a time mutually agreeable to the Employer and Employee**.** Effective August 31 2008, any hours not taken as time in lieu by August 31of the current year shall be paid out.

18.02 <u>Averaged Hours</u>

a) Authorized hours worked beyond the annual full-time allocation shall be paid out at time and one-half.

For required callbacks outside regular working hours, all employees shall be paid for a minimum of two (2) hours at overtime rates.

ARTICLE 19 – PROJECT/WORK PLACEMENT PROGRAMS

19.01 From time to time the Employer is asked to participate in hosting various forms of project/work placements that involve internal/external individuals in our work facilities. These can take such forms as work placements, job shadowing, observation experiences, and internships to name a few. The parties agree to participate in such programs on a case by case basis provided they do not displace current employees, are not paid by the Employer and they adhere to all policies such as submitting a criminal records check.

ARTICLE 20 – VACATIONS

20.01 Vacation Entitlement

a) Annual vacations shall be allotted as follows:

i) All employees shall be entitled to 3/52nds (3 weeks vacation) with pay per annum for each one (1) year's service until the end of the fifth (5^{th}) year of service.

ii) All employees shall be entitled to 4/52nds (4 weeks vacation) with pay per annum for the sixth (6^{th}) year of service until the end of the fifteenth (15^{th}) year of service.

iii) All employees shall be entitled to 5/52nds (5 weeks vacation) with pay per annum for the sixteenth (16^{th}) year of service until the end of the twentieth (20^{th}) year of service.

iv) All employees shall be entitled to 6/52nds (6 weeks vacation) with pay per annum for the twenty-first (21^{st}) year of service and each year thereafter.

b) All 12 month employees shall receive annual vacation days. All other employees shall receive vacation pay on each cheque in lieu of vacation days.

c) All vacations shall, whenever conveniently possible, be granted for the period preferred by each employee, or at such time as may be mutually agreed upon by the Employer and the Employee. Request for vacation leave should normally be submitted four (4) weeks in advance. For vacations that occur during July and August, notification of such should normally be made by May 31^{st}. Employees should normally receive a response to their request within five (5) working days.

d) Employees may carry over a maximum accumulation of five (5) days vacation per year at the end of the fiscal year, August 31st. Under exceptional circumstances, employees may carry-over additional days with the approval of the

Superintendent of Human Resources or designate.

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

ARTICLE 21 - PUBLIC HOLIDAYS

21.01 Public Holidays

a) Ten-Month Employees

Ten-month employees shall receive the following holidays with pay:

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

b) Twelve-Month Employees

Twelve-month employees shall receive the following holidays with pay:

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

21.02 Public Holidays During Vacation

If a paid holiday falls or is observed during an 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.

21.03 Compensation for Public Holidays Falling on a Saturday or Sunday

When any of the above-noted holidays falls on Saturday the previous Friday shall be deemed to be the holiday for the purpose of this Agreement. If the holiday falls on a Sunday, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

21.04 Pay for Work on Scheduled Public Holiday

a) Employees who are not required to work on the above-noted, shall receive holiday pay equal to one (1) day's pay. Employees who are required by the Employer to work shall be paid at the rate of time and one-half (1½ x) plus

another day off with pay at a time mutually agreeable between the Employer and the Employee.

b) Part-Time Employees, Student Employees and Casual Employees shall be allowed pay for public holidays at the rate of one twentieth (1/20th) of their regular wages in the four (4) weeks before a public holiday no matter what their days of work, with the exception noted in 17.05 a) calculation includes all wages and vacation pay but does not include overtime.

ARTICLE 22 – LEAVES

22.01 Leave Forms

All requests for leave shall be submitted electronically or in writing using the appropriate form as prescribed by the Superintendent of Human Resources.

22.02 Sick Leave

a) Report of Absence

In any occasion of absence the Employee shall report the matter to their school/immediate supervisor. Whenever possible, they should report this no later than one hour prior to their start of work. This absence shall also be entered into the leave management system. If the employee is unable to access the leave management system, they will contact their supervisor by email or phone message. Extenuating circumstances will be considered.

b) Sick Leave Defined

Sick leave is defined as a period of time an employee is absent from work with pay by virtue of personal illness or injury, disability or because of a job-related accident for which no other compensation is payable pursuant to any law of Saskatchewan.

c) Compulsory Quarantine

There shall be no loss of sick leave credit or salary for the time off due to compulsory quarantine of employees when certified by a medical health officer.

d) Accumulated Sick Leave

The Employer shall establish an accumulated sick leave record for each employee and credit the record with the unused accumulative sick leave entitlement of each employee. The Employee's accumulated and used sick leave shall be recorded on each pay stub.

e) Rate of Earned Sick Leave

Sick leave shall be earned at a rate of one point six seven (1.67) days for every month in which there is a pay period for the Employee. The unused portion shall accumulate to a maximum of **two hundred (200)** days. This benefit shall be prorated for less than full-time employees.

f) Proof of Illness

An employee may be required to furnish the Employer with a medical certificate for any illness certifying that the Employee is unable to carry out their duties due to sickness **for instances exceeding five (5) consecutive days.**

The Employer reserves the right to request an alternate assessment for any illness from a medical practitioner **as mutually agreed to between the Union, the Employer, and the employee**. The cost of such assessment and associated travel costs requested by the Employer shall be borne by the Employer.

Employees off work for an extended period of time (i.e. over 30 calendar days) are encouraged to provide periodic medical updates in writing.

g) Report of Incident or Injury

When an employee is injured in the performance of work-related activities, the Employee shall immediately report the injury to their immediate supervisor and to the Workers' Compensation Board using the forms supplied by the Employer in each Prairie South School Division location and on the PSSD website. (i.e. School Incident Report Form; Worker's Compensation Board forms; Violent Incident Report Form as applicable).

h) Retention of Sick Leave Credits

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

i) Medical and Dental Appointments / Parenting / Caregiver Leave

Employees shall be entitled to use their sick leave credits to attend medical or dental appointments for themselves. In addition employees shall be entitled to use up to **four (4)** days per year from their sick leave credits for the following:

i) to accompany a spouse, child or parent who is unable because of age or

medical condition to attend medical appointments alone, provided such appointments cannot be scheduled during non-working hours; and

ii) in the event that no one other than the employee can provide for the needs of a spouse, child or parent during an illness.

j) Return to Work Program

Employees who are off the job on Workers' Compensation, Long Term Disability Plan or prolonged illness shall have access to the Return to Work Program developed by management and the Union. The Return to Work Program shall not be amended without the consent of the Union.

22.03 Compassionate Leave

Immediate Family Defined

For the purpose of granting compassionate/bereavement leave, immediate family is defined as:

- spouse (including common-law spouse, recognized partner/same sex partner)
- child
- step child
- sister
- brother
- mother
- father
- grandchildren
- mother-in-law
- father-in-law
- partner's or spouse's siblings (brother and sister-in-law)
- grandparents
- spouse's grandparents
- spouse's grandchildren
- son-in-law
- daughter-in-law
- aboriginal elder

The Superintendent of Human Resources on behalf of the Employer may grant compassionate leave in instances other than the immediate family.

22.04 In The Event of Serious Illness

a) In the event of serious illness/injury within an employee's immediate family, the employee shall be granted compassionate leave with pay, to a maximum of

five (5) working days in a school year.

b) The Superintendent of Human Resources, on behalf of the Employer, may grant compassionate leave in excess of five (5) working days with or without pay.

22.05 Family Responsibilities

a) An employee may be granted leave without pay to deal with family responsibilities.

b) The length of time shall be mutually agreed upon between the Employee and the Superintendent of Human Resources.

22.06 Bereavement Leave - In the Event of Death

a) An employee shall be granted leave with pay for a period not to exceed five (5*)* working days in the event of a death of a member of an employee's immediate family or the immediate family of an employee's partner.

Where there has been no funeral or memorial service an employee may access bereavement leave for the purpose of attending a memorial service or an internment so long as the total period of absence does not exceed the maximum of five (5) working days above and the memorial service or internment occurs within one (1) year from the time of death.

In addition, the Employee may request vacation or unpaid leave of TIL Bank as may be required for this purpose.

b) The Superintendent of Human Resources, on behalf of the Employer, may grant bereavement leave in excess of five (5) working days with or without pay.

c) The Superintendent of Human Resources, on behalf of the Employer, may grant bereavement leave in instances other than the immediate family.

22.07 Pallbearer-Eulogist Leave

Up to one (1) full day with pay shall be granted to act as a pallbearer or eulogist at a funeral.

22.08 Maternity, Parental and Adoption Leave

a) Maternity Leave

Every employee, who is currently employed and has been for twenty (20) weeks of the previous fifty-two (52) weeks, desiring leave of absence due to pregnancy

may be granted such leave without pay subject to:

i) the leave may include up to eighteen (18) weeks, and the Employee may also apply for “Parental Leave” as described in Article 22.08 b) entitled, “Parental and Adoption Leave” to be taken in any combination the Employee may choose before and after the estimated date of birth;

ii) an employee must provide the Superintendent of Human Resources with a written application including a doctor’s certificate indicating the estimated date of birth. This notice should be submitted four (4) weeks in advance of the date on which the leave is to begin;

iii) before returning to work the Employee must notify the Superintendent of Human Resources, preferably in writing, four (4) weeks in advance of the day on which she wishes to return.

iv) an employee is entitled to continue participating in any benefit plan subject to this agreement if the Employee pays the contributions required by the plan.

b) Parental and Adoption Leave

i) Any regular employee who has been employed for a total of twenty (20) weeks in fifty-two (52) weeks before the leave is to start, who provides the Superintendent of Human Resources with proof of legal adoption of a child, or is requesting parental leave, shall be entitled, upon written application, to leave of absence without pay. The request for leave, indicating the date on which the Employee wishes to commence leave must be submitted not later than four (4) weeks prior to the date on which the Employee wishes to commence leave. It is further understood and agreed that due to short notice being obtained from the legal adoption agency, as to the time of adoption, or in the case of a birth of a child sooner than anticipated in the case of parental leave, a short notice from the Employee concerned to the Superintendent of Human Resources shall be accepted.

ii) A legal adoption or parental leave shall continue for an agreed period of a minimum of six (6) weeks to a maximum of thirty-four (34) weeks. Employees shall give a minimum of four (4) weeks' notice in writing of their intent to return to work.

iii) When the Employee and the Superintendent of Human Resources agree that the leave should be less than six (6) weeks, then the Superintendent of Human Resources may permit the Employee to resume employment at the time agreed. An employee, who does not return to work upon the

expiration of agreed leave, shall be deemed to have terminated employment.

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

c) Returning From Maternity, Parental or Adoption Leave

Employees returning from maternity, adoption or parental leave shall return to their former position and be paid at the same step of the salary range as was in effect at the time of proceeding on said leave and with no loss of seniority, or benefits accrued to the commencement of such leave. Being on maternity, parental or adoption leave does not constitute a break in service, and the seniority and rights of recall continue to accrue while an employee is taking such leave.

22.09 Pressing Leave

a) Based on need, employees shall be granted days not to exceed (3) days with pay within any (1) school year to attend to:

- Unavoidable circumstances; or
- Significant family events

E.g. not limited to: water heater bursts, basement floods, family wedding funerals, first responders, search and rescue, road closure, personal domestic violence.

b) Pressing leave may be private and confidential. In consideration of privacy, these days may be accessed in the following manner:

i. employee requests can be made to the Administrator who may confirm the leave or consult with the Superintendent of Human Resources; or
ii. in extenuating circumstances, an employee request can be made directly to the Superintendent of Human Resources, after first notifying the Administrator that the request has been made.

c) Leave under this section shall be based on the hours of work per day.

d) Pressing leave shall not be used for recreational purposes.

e) Pressing leave days shall not be paid out or carried over to the following year.

f) In the event an employee does not wish to provide a reason for a pressing day's leave, one (1) day may be taken without pay.

These days will be prorated for employees whose employment commences after the beginning of the school year. Employees shall receive 1.5 pressing leave days if they commence their employment after February 1.

22.10 Convocation Leave

An employee shall be granted leave with pay for one (1) day per occasion

a) to attend the high school graduation of partner or child.

b) to attend the post-secondary convocation of self, partner, child, or parent.

c) for defense of their thesis or dissertation.

22.11 General Leave

The Superintendent of Human Resources on behalf of the Employer may grant a leave of absence without pay and without loss of seniority and benefits to an employee who requests such leave in writing and provides the Superintendent of Human Resources with reasons for such request.

22.12 Jury Leave

When an employee is subpoenaed for jury duty or as a court witness, they shall not suffer any loss of salary or benefits whilst so serving.

22.13 Union Leave

a) Any duly authorized representative of the Union shall suffer no loss of salary or benefits for time absent from duties for the purpose of attendance at any meetings that have been mutually agreed to between the parties to this Agreement.

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

22.14 Negotiation Leave

a) The Union shall appoint a Bargaining Committee to represent the Employees in negotiations with a Bargaining Committee of the Employer. The Union shall give

advance notice to the Employer as to the personnel of its Bargaining Committee or any changes thereto.

b) If the Bargaining Committees meet to conduct negotiations during working hours, a maximum of ten (10) members of the Union's bargaining committee shall suffer no loss of pay or benefits provided by this agreement for the time so spent. Each committee shall be no larger than twelve (12) members.

22.15 Leave of Absence to Seek Nomination and Election

a) Upon written application the Employer shall grant reasonable unpaid leave of absence to allow an employee to seek nomination as a candidate or be appointed to:

> Municipal, Provincial or Federal election, School Division, Conseil Scolaire or District Health Board

and shall upon the expiration of the leave of absence, allow the Employee to continue their employment without loss of rights and benefits as defined in this agreement.

b) If an employee is elected to any of the bodies listed in (a) above, except Prairie South School Division**,** the Employer shall, upon written application, grant to the Employee reasonable leave of absence for such a period during the Employee's term of office as may be necessary for the Employee to fulfill the duties of office. Upon expiration of the leave of absence, the Employee shall be allowed to continue employment without loss of rights and benefits as defined in this agreement.

22.16 Education Leave

The Employer may grant educational leave without pay for up to one school year (September 1 – August 31) with no loss of seniority. Upon return, the Employee will be returned to a similar position within the school division. An employee granted one school year leave shall notify the Employer of their intention to return in writing by April 30th. The return date shall be mutually agreed upon as part of the approval process.

22.17 Community Service Leave

Leave with pay may be granted to employees who hold an executive position for the purpose of attending an official community service organization meeting during the work day of the employee. A service club is defined as a voluntary non-profit organization where members meet regularly to perform charitable works either by direct hands-on efforts or by raising money for other

organizations.

22.18 Hazardous/Acts of God Leave

An employee shall be granted leave with pay up to a maximum of two (2) days in any school year for absences from work for events considered as Acts of God.

Example: disaster, fire, flood, snow storm

Upon request, the Superintendent of Human Resources, may grant additional days with or without pay.

These days will be prorated for employees whose employment commences after the beginning of the school year. Employees shall receive 1 Hazardous/Act of God day if they commence their employment after February 1.

22.19 Competition Leave

All employees shall be granted up to two (2) days, with pay, per school year (September 1 – August 31) for competition leave if they have earned the right to compete at a provincial, national, or international championship event. This does not apply to coaching duties or other non-competitor support roles.

There may be exceptional circumstances where the Superintendent of Human Resources may approve up to two (2) additional days of leave with pay.

The leave shall be without pay where the employee involved is paid for participating in the event.

These days will be prorated for employees whose employment commences after the beginning of the school year. Employees shall receive 1 competition leave day if they commence their employment after February 1.

ARTICLE 23 – LONG SERVICE RECOGNITION BENEFIT

23.01 Permanent and temporary employees shall be granted an incentive of $6000 for providing a three (3) month early notification of retirement. The three (3) month early notification will be waived in the event the employee provides evidence from their physician of terminal illness or has been provided notice of layoff in accordance with Article 16 and chooses to retire and not bump into another position.

23.02 The incentive is subject to the following conditions:

- The employee must have a seniority date of greater than ten (10) years on the

date of retirement.
- The employee must meet the eligibility requirements to retire.
- Proof of eligibility from Municipal Employees' Pension Plan must be submitted to Human Resources.
- The employee must not have received a gratuity previously.

23.03 The employee may choose the option to receive a cash payment (taxable) or transfer to RRSP or annuity plan (tax deferred), if applicable.

ARTICLE 24 – REIMBURSEMENT

24.01 Education Reimbursement

a) The costs for courses and all training required by the Employer shall be covered by the Employer. Employees who are required to attend such courses or training shall suffer no loss of wages or seniority for the time so spent.

b) Upon prior approval, an employee who is upgrading their qualifications shall upon successful completion, be reimbursed for tuition and books to a maximum of $700 per course with a limit of 4 courses per school year. CUPE Education Reimbursement forms can be found on the PSSD website.

c) A course is defined as a program of study or training to improve current, new or future assignments and can be up to three (3) credit hours. This includes community college classes or other short courses.

d) Employees provided reimbursement under b) shall commit to a return to service agreement with Prairie South Schools following the reimbursement at a rate of two hundred dollars ($200.00) being equal to one (1) month of service. Failing that, the employee shall be subject to a repayment of the tuition on a prorated basis.

e) The Employer shall provide a copy of the current textbooks required for the Fifth Class Certificate and Fireman's Certificate course. These textbooks will be available through the Library in the Board Office. The cost for getting and maintaining the Fifth Class Certificate and/or Fireman's Certificate will be covered by the Employer.

24.02 Personal Telephone/Cell Phone Use

If an Employee is required **and directed by the Employer** to use their personal telephone and/or personal cell phone for Employer business, they shall be reimbursed the actual cost of long-distance charges. Approved receipts must be submitted for payment.

If an Employee in any of the listed classifications is required and directed by the Employer to use their cell phone for Employer business, they shall be reimbursed fifteen dollars ($15.00) per month with applicable receipts:

- **Educational Assistant**
- **Educational Assistant II**
- **Head Facility Operator**

24.03 Travel Allowance

Where an employee is required by the Supervisor or designate to travel in the performance of their duties, a reimbursement allowance or per kilometer rate will be paid. The allowance and per kilometer rate will be established by the Board at the annual organizational meeting and will be reimbursed on the submission of a travel reimbursement claim. The Employer shall advise the Union in writing of all changes to the kilometer rate and allowance rate. The allowance paid will be $5.00 per day or the daily rate established by the Board, whichever is greater.

ARTICLE 25 – SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN

25.01 Employees on leave in accordance with 22.08 a) or b) shall be eligible for Supplemental Employment Benefits (SEB) Plan benefits.

Eligible employee shall mean an Employee who has completed at least twenty (20) weeks of employment (excluding unpaid leaves, holidays or school breaks) prior to commencing maternity/parental/adoption leave and:

a) on maternity, parental or adoption leave;

b) in receipt of Employment Insurance benefits or serving the two-week waiting period.

25.02 Every employee who is eligible for SEB Plan benefits in accordance with Article 25.01 above shall, provided s/he makes application as described in Article 25.03 below, receive benefits for a period of twelve (12) weeks commencing the date of delivery. SEB Plan benefits will only be paid for days for which employees would normally receive pay.

In instances where two Employees share the maternity/parental/adoption leave and both are in receipt of EI benefits, both Employees shall be eligible for the SEB to a maximum of twelve (12) weeks combined.

25.03 An employee shall apply to the Employer for SEB Plan benefits, using forms established by the Employer, no later than one hundred and twenty (120)

calendar days following the birth of her child.

25.04 The amount of SEB Plan benefits provided shall be the amount required to supplement the employee's Employment Insurance benefits up to 95% of her normal weekly salary entitlement, subject to the usual deductions required.

ARTICLE 26 - GROUP INSURANCE AND BENEFITS PLAN

26.01 The Employer and Employees agree to share the costs of a Group Insurance and Benefits plan through the Saskatchewan School Boards Association as listed below.

a) The Employer shall pay 100% of the premiums for:
   i) Extended Health Plan "B"
   ii) Dental Plan "C"
   iii) Vision Plan "B"

b) The Employees shall pay 100% of the premiums for:
   i) Long Term Disability
   ii) Group Life
   iii) Accidental Death & Dismemberment
   iv) Employee Family Assistance Plan

For information regarding your group benefits, visit www.manulife.ca/groupbenefits or call 1-800-268-6195.

ARTICLE 27 - PENSION PLAN

27.01 All employees shall participate in the Municipal Employees' Pension Plan and said employees shall be subject to the requirements, benefits and revisions thereof as described and specified in the *Municipal Employees' Superannuation Act, 1973,* and its amendments, and shall make the necessary contributions as therein provided.

For information regarding your pension, visit www.peba.gov.sk.ca or call 1-877-506-6377.

ARTICLE 28 - DUTY TO ACCOMMODATE

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

the employee.

28.02 In the event that a mutually acceptable accommodation cannot be reached, the Employer, the Union and the employee shall work together to consider how the employee's disability can be accommodated. The affected employee shall participate and cooperate fully in the process.

28.03 The parties hereby agree to establish a Duty to Accommodate Committee as outlined herein.

Purpose:

The purpose of this joint union/management committee is to cooperate in the planning of the return to work, graduated return to work, and rehabilitation of temporarily or permanently ill or injured employees and ensure their return to meaningful employment and the resumption of an active role in the workplace.

The Committee Composition and Responsibilities:

- It is important that all members of the committee be trained and educated on the obligations of the employer, union and employee as far as any legislation
- regarding the duty to accommodate. The committee will be responsible for the joint education of workplaces.

- The committee will consist of 1 or 2 Human Resources personnel, 1 other manager and 3 union representatives.

- The employer, union and employee agree to disclose all relevant information to each other.

- The committee, working with the employee and manager, will make all reasonable efforts to return employees to their regular classification. To enable employees with disabilities to perform the core duties of their positions, any reasonable accommodation must be considered (e.g.: modified duties, modified hours, special equipment, etc.).

- Should the employee not be able to be accommodated in their regular classification the committee will meet and cooperate in finding a reasonable accommodation in an alternate position (including modified duties, modified hours, special equipment, etc.).

- Any accommodation that impacts on terms or conditions of the collective agreement shall be mutually agreed upon between the parties at the local level.

- All reasonable accommodations within the bargaining unit will be exhausted.

- The committee will be provided with only the medical information required in order to pursue a reasonable accommodation. This will include a written medical report that identifies the employee's readiness to return to work, restrictions as well as other medical or related information such as functional abilities evaluations, physical demands analysis and ergonomic reports, etc.

- If the information provided does not clarify the medical restrictions, the committee can (through the employee) request that the medical professional provide further information or clarify the information provided.

- The committee may request an employee to have an independent medical assessment for the purposes of an accommodation.

- The committee will be provided with an updated and comprehensive resume of the employee.

ARTICLE 29 - HEALTH AND SAFETY COMMITTEE

29.01 Health and Safety

The Union and the Employer shall continue to co-operate in perfecting the safety measures now in effect, and further agree that the provisions for Health and Safety Committees, as provided for under *Part III The Saskatchewan Employment Act* (and such revision as from time to time may be made) shall be carried out.

29.02 Supplementation of Workers' Compensation Benefits

a) The Employer agrees that whenever a permanent or temporary employee, who has passed probation, is injured during the course of their duties, they shall, for the period during which they receive compensation under *The Workers' Compensation Act*, be entitled to receive their regular gross payment of wages on the regular pay days for a period of time up to one (1) full year for permanent employees and until the end date on the letter of offer for temporary employees. If there is no end date on the letter of offer, the temporary employee shall receive gross payment on the regular wages for a period of time up to the employee they are replacing returns or one (1) full year, whichever comes earlier. The employee shall assign to the Employer all compensation cheques issued to them by the Workers' Compensation Board in respect to the compensable period.

b) The Employer will not pay an employee for compensation for an injury as determined by the Workers' Compensation Board occurring in an accident outside of the employ of the Employer. This article shall be deemed not to apply

to employees who have been approved for and are in receipt of benefits from the Long Term Disability Benefit Program.

c) Any employee who is injured during the performance of their duties shall report the accident and injury in accordance with the procedures as set out by the Employer.

d) Employees in receipt of Workers' Compensation Benefits for a period of six (6) months or longer shall no longer accrue paid vacation hours or receive vacation pay unless otherwise paid for by Workers Compensation Benefits. Employees in receipt of WCB benefits must return to work in order to access vacation hours accrued while in receipt of WCB Benefits.

e) Employees in receipt of Workers' Compensation Benefits for a period of six (6) months or longer shall be responsible for the Employer and employee portions of the health benefit premiums if they choose to remain on the plan unless otherwise paid for by Workers Compensation Benefits.

f) It shall be the responsibility of the employee while receiving Workers' Compensation Benefits to maintain contact with the Human Resources Department to provide further information as may be required from time to time and participate in any return to work programs recommended jointly by the Workers' Compensation Board, the Employer and the Union.

g) If the claim is not accepted by the Workers' Compensation Board, the time off taken by the employee will be deducted from available sick leave credits. If the payments exceed the amount of sick leave credits available, the necessary adjustments will be made.

h) Payment

    i) Pursuant to the availability of an employee's sick leave credits as outlined in iii), from and including the date of injury to not more than one (1) year from the date of injury, the employee shall receive their normal earnings from the Workers' Compensation Board. This payment shall be paid directly to the Employer on behalf of the employee.

    ii) The difference between the employee's normal earnings and benefits payable by Workers' Compensation Board up to and including six (6) months will have no negative impact against the employee's available sick leave credits.

    iii) After six (6) months, the difference between the employee's normal earnings and benefits payable by Workers' Compensation Board will be charged against the employee's available sick leave credits. Employees

who have exhausted their sick leave credits may, upon written request to the Superintendent of Human Resources, use earned vacation leave credits or time-in-lieu to extend the continued payment of normal earnings to a maximum one (1) year from the date of injury.

iv) For the purposes of this article, a part-time employee's normal earnings shall be based on the employee's full-time equivalency (FTE) at the time of injury.

v) Employees who have no available credits to utilize in accordance with iii) shall receive payments only as provided directly by the Workers' Compensation Board to the employee.

vi) For the period beyond one (1) year after the date of injury, the employee will receive payments only as provided directly by the Workers' Compensation Board to the employee.

i) Casual & Student Employees

In respect of injury, or illness incurred in the performance of their duties, a casual or student employee shall be **included in the above mentioned supplementation of workers compensation benefits plan.**

ARTICLE 30 – SERVICE RECOGNITION DAYS

Employees may accumulate Service Recognition Days (SR Days) for volunteering to do extra-curricular supervision and/or noon supervision.

Definitions:

Extra-curricular Supervision

Extra-curricular supervision shall be defined as the voluntary time spent supervising a principal-approved extra-curricular activity with students outside of regular school hours. Extra-curricular time shall be tracked in hours.

Noon Supervision

Noon supervision shall be defined as the voluntary time spent supervising students over the period designated as lunch. Noon supervision time shall be tracked in minutes and converted to hours for the purpose of recognition.

Entitlement:

Extra-Curricular Supervision	Noon Supervision
• 25 hours of service - ½ SR Day • 50 hours of service - 1 SR Day • 75 hours of service - 1 ½ SR Days • 100 hours of service - 2 SR Days • 125 hours of service - 2 ½ SR Days • 150 hours of service - 3 SR Days • 250 hours of service - 4 SR Days Employees must meet each threshold identified above. *Payment Option:* For unused SR Days, or SR Days not carried forward to the following year, an employee shall be paid out at the employee's regular rate of daily pay by the end of June, of the current year.	• 9 hours of service - ½ Day SR Day • 18 hours of service - 1 Day SR Day • 27 hours of service - 1 ½ Days SR Days • 36 hours of service - 2 Days SR Days • 45 hours of service - 2 ½ Days SR Days • 54 hours of service - 3 Days SR Days *Payment Option:* Hours not converted to SR Days will be paid at the same hourly rate as negotiated in the LINC agreement. In **2025-26**, this is a rate of **$22.08** per hour (pro-rated for actual number of minutes of noon supervision)

Entitlement for Days Away from Work:

A maximum of three (3) days may be earned as time away from work for supervising students at noon or during extra-curricular activities, or a combination of both. Any additional time accumulated is paid out as noted above.

Carry Forward

A maximum of two (2) unused SR Days may be carried forward to the following year.

Usage of SR Days

A maximum of five (5) SR Days may be used in any one school year.

An employee must earn all SR Days prior to using them. In special circumstances a school administrator may approve one (1) SR Day before it is fully earned and the Superintendent of Human Resources may approve a second SR Day before it is fully earned. If by June 10 of the current year the SR Day is not earned the Employee shall forfeit the employee's applicable wages, unless special approval has been granted by the school administrator based on completion of hours no later than June 30 of the current school year.

Part-time Employees

Part-time employees who use SR Days do so prorated to their FTE to a maximum of 3 Days.

Temporary Employees

Temporary employees who earn SR Days shall use them prior to the conclusion of their assignment or be paid out.

Examples of How Recognition Shall be Applied

Employees that follow the regular school calendar:

- Example 1 (Part time employee): An EA who works 0.5 FTE (equivalent to a 3 hour day) can only take three, 3 hour days as an SR Day. However, that employee has earned three, 6 hour days (because 6 hours per day equals 1.0 FTE). Therefore, when payouts are calculated if s/he took the maximum 3 days as an SR Day s/he would be paid out the remaining 3 hours for each of the 3 days, for a total of 9 hours paid out.
- Example 2 (Full time employee): An EA who works 1.0 FTE (equivalent to a 6 hour day) can only take three, 6 hour days as an SR day. There would be no payout for additional hours because that employee works, earned and used the FTE day(s).
- Example 3 (More than a full time employee): An EA who works 1.17 FTE (equivalent to a 7 hour Day) can only take three, 6 hour days as an SR Day. If a 1.17 FTE employee took 3 days off during the school year, an adjustment will be made on the June payroll to correct the overpayment. The employee would have been overpaid by 1 hour for every day taken.

Employees that follow the alternate school calendar:

- Example 1 (Part time employee): An EA who works 0.5 FTE (equivalent to 3.2 hours day) can only take three, 3.2 hour days as an SR Day. However, that employee has earned three, 6.4 hour days (because 6.4 hours per day equals 1.0 FTE). Therefore, when payouts are calculated if s/he took the maximum 3 days as an SR Day s/he would be paid out the remaining 3.2 hours for each of the 3 days, for a total of 9.6 hours paid out.
- Example 2 (Full time employee): An EA who works 1.0 FTE (equivalent to a 6.4 hour day) can only take three, 6.4 hour days as an SR Day. There would be no payout for additional hours because that employee works, earned and used the FTE day.

ARTICLE 32 – LABOUR MANAGEMENT MEETINGS

32.01 Representatives of the negotiating committees of the Employer and the Union shall, if required, meet in the fall and the spring, or upon mutual agreement to

discuss any emerging issues. In addition, representatives of the Employer and the Union may meet at any time upon mutual agreement.

ARTICLE 33 - TECHNOLOGICAL CHANGE

33.01 The Employer undertakes to notify the Union six (6) months before the introduction of any technological change, which may affect the employment status of any employee. As well, the Employer agrees that it will take measures to protect employees from adverse affects, which may result from technological changes.

33.02 When due to a change in operational procedures, new or greater skills are required than are already possessed by an affected employee under previous methods of operation, the Employer shall provide training, retraining or transfer opportunities.

33.03 No additional employees shall be hired by the Employer until the employees already working shall be notified of the proposed technological changes and allowed an employer-funded training period to acquire the necessary knowledge or skill for retaining their employment. The period of said training shall be negotiated between the Employer and the Union**.**

ARTICLE 34 – MISCELLANEOUS

34.01 The Employer shall supply all power and special tools and equipment, including coveralls, required by an Employee to perform their duties for the Employer, and the Employees using these tools and equipment shall treat them as they would their own with regard to safety and condition. The Employee shall report to the Department Head any Employer-owned tools and equipment that require repair or replacement.

34.02 The Painter shall be provided with a vehicle for transporting equipment and materials.

34.03 Administering Medication – please see Prairie South School Division website “Policies Administering Medications and Medical Treatment to Students.”

34.04 For Union members that have the use of school division vehicles, the following terms and conditions shall apply:

a) Use of the school division vehicle for personal use must be considered a taxable benefit; therefore, school division vehicles will be used for school division business only.

b) School division business shall include travel from a work site (not including 9th Avenue maintenance shop) for lunch periods or any other time when the employee is at the disposal of Prairie South School Division.

34.05 Working Conditions

As long as employees are working in school division buildings where heating and/or cooling systems exist, those systems will be available to those employees as necessary**.**

34.06 Upon prior approval and with proof of receipt, maintenance staff required to wear protective footwear will be reimbursed up to a maximum of two hundred-**fifty ($250.00)** every other school year for the cost of CSA approved footwear.

ARTICLE 35 - PROCEDURE OF PAYMENT OF WAGES

35.01 All payment of wages for employees covered by this agreement shall be by direct deposit. Each employee shall be provided with an itemized statement of wages, including any overtime earned in the previous pay period, specific deductions etc. and all year to date information.

35.02 Twice Monthly Payments

a) All employees covered by this agreement shall be paid wages twice-monthly on or before the fifteenth (15th) and the second last calendar day of the month.

b) All employees working the school year shall have their estimated earnings for the school year calculated prior to the beginning of each school term and subsequently paid in equal amounts twice monthly. Adjustments shall be made the following month, with final adjustments made at the end of the school year.

c) Casuals and Part-Time Facility Operators and Student Employees working the calendar year (Fixed hours) will be paid for the period ending one (1) week prior to pay date and are paid twice-monthly.

d) Any errors in payroll earnings, made by the employer, shall be corrected and provided to the employee by direct deposit within 72 business hours.

35.03 Overtime for Averaged Employees

Overtime for averaged employees earned as a result of exceeding the annual full-time allocation of hours shall be paid at the end of the fiscal year (September 1 – August 31). Overtime resulting from required callbacks shall be paid in the next pay period.

Overpayment – Underpayments

a) In cases of overpayments and underpayments of monies notice of claim is to be given within two (2) years after the date on which the alleged error occurred. Failure to provide notice within the time limits specified will render the claim invalid.

b) Arrangements for recovery of overpayments shall be made over a mutually agreeable timeframe. An employee who terminates employment and who has been granted more vacation leave than is due to them shall have such overpayment deducted from any monies owing to the Employee.

c) Underpayment to employees shall be made in a timely fashion.

Wages & Classfications
September 1, 2025 to August 31, 2026
Includes $1.00/hr Increase

							Hourly Rate				
Classifications	**Hours per day**		**Days per year (excluding stats)**		**Fixed**	**Average**	**Start**	**12**	**24**	**36**	**48**
	Reg	**Alt**	**Reg**	**Alt**	**Hours**		**Rate**	**Months**	**Months**	**Months**	**Months**
Administrative Assistant (A.A.) - 10 month	7	7	school year + 3		x		$ 21.68	$ 23.49	$ 24.54	$ 25.62	
Concession Worker	6		student days + 1				$ 19.80	$ 21.06	$ 22.29		
Educational Assistant (E.A.)	6	6.4	student days + 2		x		$ 21.68	$ 23.49	$ 24.54	$ 25.62	
Education Assistant II	6	6.4	student days+2				$ 23.16	$ 24.35	$ 26.28	$ 28.28	
Facility Operator (F.O.)	8	8	248		x - urban	x - rural	$ 22.45	$ 23.66	$ 24.86		
4th Class Power Engineer	8		248		x		$ 30.84	$ 31.93	$ 32.97		
Head Facility Operator (> 2 F.T.E.)	8	8	248		x - urban	x - rural	$ 25.84				
Head Facility Operator (2 or less F.T.E.)	8	8	248		x - urban	x - rural	$ 25.62				
Journey-person Carpenter	8		248		x		$ 34.63	$ 36.31			
Journey-person Electrician	8		248		x		$ 40.88				
Journey-person Plumber	8		248		x		$ 43.31				
Journey-person Painter	8		248		x		$ 29.76	$ 31.26			
Library Associate	6.5	6.5	student days + 4		x		$ 19.56	$ 22.13	$ 23.14	$ 24.14	
Library Technician - 10 month	6.5	6.5	student days + 4		x		$ 21.68	$ 23.49	$ 24.54	$ 25.62	
Handyman	8	8	248	248	x		$ 22.45	$ 24.56	$ 26.68	$ 28.81	
School Support Worker	6	6.4	student days + 2		x		$ 21.68				
Social Worker	7.5		210			x	$ 45.74	$ 47.99	$ 50.33	$ 52.80	$ 55.40
Speech Language Pathology Assistant	7	7	student days + 7		x		$ 21.68	$ 23.49	$ 24.54	$ 25.62	

Note: All casual and temporary employees shall be included in the wage grid. They shall receive a wage increment once they have worked the hours equivalent to full-time hours for that classification, based on the days per year as outlined above in the Wages & Classification Grid. Student days are as determined by the Board of Education. The school year is as outlined in the Education Act. Student employees are to be paid in accordance with the applicable classification they are hired to work in.

Wages & Classfications
September 1, 2026 to August 31, 2027
Includes $0.81/hr Increase

							Hourly Rate				
Classifications	**Hours per day**		**Days per year (excluding stats)**		**Fixed**	**Average Hours**	**Start**	**12**	**24**	**36**	**48**
	Reg	**Alt**	**Reg**	**Alt**	**Hours**		**Rate**	**Months**	**Months**	**Months**	**Months**
Administrative Assistant (A.A.) - 10 month	7	7	school year + 3		x		$ 22.49	$ 24.30	$ 25.35	$ 26.43	
Concession Worker	6		student days + 1				$ 20.61	$ 21.87	$ 23.10		
Educational Assistant (E.A.)	6	6.4	student days + 2		x		$ 22.49	$ 24.30	$ 25.35	$ 26.43	
Education Assistant II	6	6.4	student days+2				$ 23.97	$ 25.16	$ 27.09	$ 29.09	
Facility Operator (F.O.)	8	8	248		x - urban	x - rural	$ 23.26	$ 24.47	$ 25.67		
4th Class Power Engineer	8		248		x		$ 31.65	$ 32.74	$ 33.78		
Head Facility Operator (> 2 F.T.E.)	8	8	248		x - urban	x - rural	$ 26.65				
Head Facility Operator (2 or less F.T.E.)	8	8	248		x - urban	x - rural	$ 26.43				
Journey-person Carpenter	8		248		x		$ 35.44	$ 37.12			
Journey-person Electrician	8		248		x		$ 41.69				
Journey-person Plumber	8		248		x		$ 44.12				
Journey-person Painter	8		248		x		$ 30.57	$ 32.07			
Library Associate	6.5	6.5	student days + 4		x		$ 20.37	$ 22.94	$ 23.95	$ 24.95	
Library Technician - 10 month	6.5	6.5	student days + 4		x		$ 22.49	$ 24.30	$ 25.35	$ 26.43	
Handyman	8	8	248	248	x		$ 23.26	$ 25.37	$ 27.49	$ 29.62	
School Support Worker	6	6.4	student days + 2		x		$ 22.49				
Social Worker	7.5		210			x	$ 46.55	$ 48.80	$ 51.14	$ 53.61	$ 56.21
Speech Language Pathology Assistant	7	7	student days + 7		x		$ 22.49	$ 24.30	$ 25.35	$ 26.43	

Note: All casual and temporary employees shall be included in the wage grid. They shall receive a wage increment once they have worked the hours equivalent to full-time hours for that classification, based on the days per year as outlined above in the Wages & Classification Grid. Student days are as determined by the Board of Education. The school year is as outlined in the Education Act. Student employees are to be paid in accordance with the applicable classification they are hired to work in.

Wages & Classfications
September 1, 2027 to August 31, 2028
Includes $0.77/hr Increase

							Hourly Rate				
Classifications	**Hours per day**		**Days per year (excluding stats)**		**Fixed**	**Average Hours**	**Start**	**12**	**24**	**36**	**48**
	Reg	**Alt**	**Reg**	**Alt**	**Hours**		**Rate**	**Months**	**Months**	**Months**	**Months**
Administrative Assistant (A.A.) - 10 month	7	7	school year + 3		x		$ 23.26	$ 25.07	$ 26.12	$ 27.20	
Concession Worker	6		student days + 1				$ 21.38	$ 22.64	$ 23.87		
Educational Assistant (E.A.)	6	6.4	student days + 2		x		$ 23.26	$ 25.07	$ 26.12	$ 27.20	
Education Assistant II	6	6.4	student days+2				$ 24.74	$ 25.93	$ 27.86	$ 29.86	
Facility Operator (F.O.)	8	8	248		x - urban	x - rural	$ 24.03	$ 25.24	$ 26.44		
4th Class Power Engineer	8		248		x		$ 32.42	$ 33.51	$ 34.55		
Head Facility Operator (> 2 F.T.E.)	8	8	248		x - urban	x - rural	$ 27.42				
Head Facility Operator (2 or less F.T.E.)	8	8	248		x - urban	x - rural	$ 27.20				
Journey-person Carpenter	8		248		x		$ 36.21	$ 37.89			
Journey-person Electrician	8		248		x		$ 42.46				
Journey-person Plumber	8		248		x		$ 44.89				
Journey-person Painter	8		248		x		$ 31.34	$ 32.84			
Library Associate	6.5	6.5	student days + 4		x		$ 21.14	$ 23.71	$ 24.72	$ 25.72	
Library Technician - 10 month	6.5	6.5	student days + 4		x		$ 23.26	$ 25.07	$ 26.12	$ 27.20	
Handyman	8	8	248	248	x		$ 24.03	$ 26.14	$ 28.26	$ 30.39	
School Support Worker	6	6.4	student days + 2		x		$ 23.26				
Social Worker	7.5		210			x	$ 47.32	$ 49.57	$ 51.91	$ 54.38	$ 56.98
Speech Language Pathology Assistant	7	7	student days + 7		x		$ 23.26	$ 25.07	$ 26.12	$ 27.20	

Note: All casual and temporary employees shall be included in the wage grid. They shall receive a wage increment once they have worked the hours equivalent to full-time hours for that classification, based on the days per year as outlined above in the Wages & Classification Grid. Student days are as determined by the Board of Education. The school year is as outlined in the Education Act. Student employees are to be paid in accordance with the applicable classification they are hired to work in.

ARTICLE 36 - CLASSIFICATION AND WAGES

In some fiscal years (September 1 to August 31), there will be more than 248 potential working days. Upon ratification by both parties, the parties agree to meet and discuss the number of days in excess of 248 work days in a fiscal year for twelve (12) month employees in any given year. For the 2014/15 school year and every year thereafter the parties will meet to discuss any additional day(s) off that may be required. The day(s) will be scheduled at a time that is mutually agreeable between the parties.

Notes to Wages and Classifications Grid

Note 1: Facility Operators having a Fireman's Certificate or greater shall receive the below amounts per month over and above the regular schedule of wages, effective:

September 1, 202**5** - $30.99

Note 2: The Head Facility Operator at A.E. Peacock Collegiate shall receive rates as listed below per month over and above the regular schedule of wages:

September 1, 202**5** – $70.28

Note 3: Shift Differential

Shift differential shall be provided to all employees required to work an afternoon shift or evening shift. An afternoon shift shall be a shift that is completed after 6:00 p.m., a night shift shall be considered a shift that is completed after midnight. This shall only apply to fixed hour Facility Operators and fixed hour casual employees.

Afternoon Shift:	September 1, 202**5** - $7.36
Night Shift:	September 1, 202**5** - $8.71

Note 4: Weekend Premium

Weekend premium shall be provided to all employees who are required to work on Saturday or Sunday. A day shift shall be a shift that is completed before 6:00 p.m. and an afternoon shift is a shift that is completed after 6:00 p.m. <u>This shall only apply to fixed hour Facility Operators and fixed hour casual employees.</u>

Day Shift:	September 1, 202**5** - $7.36
Afternoon Shift:	September 1, 202**5** - $14.66

Note 5: Increments

Permanent employees who successfully bid on a position with a higher pay grid level shall be placed at the wage rate in the new grid level that is no less than ten (10%) percent higher than their current wage rate. The date of appointment to the new position shall become the anniversary date of any subsequent increment.

Permanent employees who accept a position with a lower pay grid level shall be placed at the wage rate immediately lower in the new grid level. The date of appointment to the new position shall become the anniversary date of any subsequent increment.

Employees who accept a position within the same salary grid shall retain their current rate of pay and increment date.

Note 6:

For the purpose of computing the hourly overtime rate for monthly rated employees, the monthly salary rate shall be divided by 173 for the Facility Operator and Maintenance staff, by 157 for the clerical staff (this being the average number of hours worked per month) and for Administrative Assistants and Educational Assistants the daily rate shall be divided by seven (7) (this number being the number of hours worked per day) and multiplied by the overtime rates. Payments for overtime shall be accompanied by a statement.

LETTER OF UNDERSTANDING *#2021 -01*

Between

PRAIRIE SOUTH SCHOOL DIVISION NO. 210

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5512

Re: Introduction of "School Support Worker" Classification

The parties agree to introduce a new classification to the bargaining unit on a trial basis, for the remainder of the 2021-22 school year. Upon completion of the school year, such trial will be reviewed with the possibility of extension.

The purpose of introducing a "School Support Worker" classification is to support unmet school needs, typically provided by Educational Assistants, where Educational Assistants have been offered opportunities to work, either on a casual basis or through the posting process and are not available.

School Support Workers:

- Will be selected based on experience, knowledge, skills and abilities to support the needs of children at school; and
- Will not be required to meet education requirements of Educational Assistant; and
- Will be offered casual or temporary status only; and
- Will be included in the CUPE Local 5512 bargaining unit

School Support Workers will be eligible for work in accordance with the following terms:

- Casual hours 60 working days or less previously offered to and not accepted by internal Educational Assistants; OR
- Temporary Educational Assistant positions previously posted in accordance with Article 9 Vacancies and New Positions without qualified applicants

The parties define "qualified Educational Assistants" as internal or external Educational Assistant applicants who have completed required education or who have committed to completing post-secondary education requirements, as per current Prairie South Schools Educational Assistant Job Description.

School Support Workers will have one (1) pay step, equal to Step 1 of the current Educational Assistant wage grid.

This letter shall be in force and effect from and after date of signing and from year to year thereafter, unless notification of desire to amend, or terminate be given in writing not less than sixty (60) days.

Dated this _____day of _____, 2026
at the city of Moose Jaw, in the province of Saskatchewan.

On behalf of the Canadian Union of Public Employees, Local 5512	On behalf of the Prairie South School Division No. 210
_____	_____

Letter of Understanding 2022-01

Between

CUPE Local 5512

And

Prairie South School Division #210

Re: Temporary Itinerant Facility Operator

CUPE Local 5512 and the Prairie South School Division #210 agree to the establishment of in-scope Itinerant Facility Operators for a temporary period. The Itinerant Facility Operator**s** shall be a temporary employee who does not have a fixed Facility Operator work location, assignments to be based on needs of the school division.

The following conditions shall apply:

- Where possible the Itinerant Facility Operator will be given advanced notice of their work location and may be assigned from shift to shift or location to location within Prairie South School Division as determined by the employer. Effort to assign consecutive days in the same facility to one (1) consistent Itinerant Facility Operator will be made by the employer wherever possible. Where no advance work location has been provided ahead of time, they shall report to Facilities Office at 1075 9th Ave NW, Moose Jaw, SK.
- The Itinerant Facility Operators may be assigned to a specific task or project within the normal range of Facility Operator duties at the discretion of the employer with a commitment to prioritize school operations in assignment of work. Generally, Itinerant Facility Operators will be assigned to one location per day. Occasionally, itinerant facility operators may be used in multiple locations per day; in any case travel expenses will be paid should the employee be required to travel between work locations.
- The hours of work for this position shall in accordance with Article 17 of the CUPE 5512, Prairie South School Division Collective Agreement.
- The Itinerant Facility Operator**s** shall have the same opportunity for overtime and short-shift premium pay as per the Collective Agreement.
- The Itinerant Facility Operator**s** position will be posted in accordance with the Collective Agreement.
- The wage rate for this Itinerant Facility Operator**s** position shall be in accordance with the Collective Agreement.
- All other rights of the collective agreement shall apply.

Upon sixty (60) days written notice, either party may terminate this Letter of Understanding.

Signed on the _____ day of _____, 2026

On behalf of Prairie South School Division On behalf of CUPE Local 5512

_____ _____

LETTER OF UNDERSTANDING *#2024 -01*

Between

PRAIRIE SOUTH SCHOOL DIVISION NO. 210

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5512

Re: Hiring of Superannuated Members

The parties agree the purpose of allowing superannuated members to reapply for casual positions is to support unmet school needs, typically provided by casual employees in various classifications. The parties agree to the following in order to support renewal of the workforce.

Superannuated Employees:

- Will be offered casual or temporary status only; and

Superannuated Employees will be eligible for work in accordance with the following terms:

- Casual hours 60 working days or less previously offered to and not accepted by CUPE members having not previously superannuated; OR

- Temporary positions previously posted in accordance with Article 9 Vacancies and New Positions without qualified applicants

Upon sixty (60) days written notice, either party may terminate this Letter of Understanding.

Signed this _____ day of _____, 2026

On behalf of the Canadian Union of Public Employees, Local 5512	On behalf of the Prairie South School Division No. 210
_____	_____

LETTER OF UNDERSTANDING *#2025 -01*

Between

PRAIRIE SOUTH SCHOOL DIVISION NO. 210

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5512

Re: Movement of Employees at Empire School and Westmount School

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The parties agree the primary focus of this agreement is to minimize workforce disruption and facilitate a smooth transition upon the closure of two current elementary schools in the city of Moose Jaw, SK and opening of a new joint-use elementary school in the city of Moose Jaw, SK.

Permanent employees encumbering the following support staff roles at Empire School and Westmount School will transfer their employment fully to Coteau Hills Elementary School upon opening.

Head Facility Operator:

- Whereas two (2) Head Facility Operator (HFO) positions exist (one at each Empire School and Westmount School) and one (1) shall exist upon transfer to Coteau Hills Elementary School.
- The most senior employee encumbering the role upon the opening day of Coteau Hills Elementary School shall be deemed to remain as Head Facility Operator and;
- By way of attrition, the second Head Facility Operator position shall be eliminated.

Facility Operator:

- Whereas two (2) Facility Operator (FO) positions exist (one at each Empire School .63 and Westmount School .75) and;
- Upon transfer to Coteau Hill Elementary there shall be 1.43 full-time equivalent Facility Operator positions.
- The incumbent of the permanent .63 Facility Operator position at Empire School shall be appointed at Coteau Hills Elementary School with no change to FTE.
- A new permanent .80 Facility Operator position at Coteau Hills Elementary School shall be posted in accordance with the Collective Agreement

Administrative Assistant:

- Whereas two (2) Administrative Assistant positions exist (one at each Empire School .93 hours and Westmount School 1.0) and;
- Upon transfer to Coteau Hills Elementary School, there shall be two (2) Administrative Assistants, having equal hours of seven (7) hours per day
- Employees currently holding permanent Administrative Assistant positions at Westmount School and Empire School shall each be appointed to one of the positions referenced in i)
- Employees transferred in ii) whom are currently holding positions less than seven (7) hours per day will be appointed, without posting, to the positions with enhanced hours in accordance with Article 9.06 of the Collective Agreement

Library Associate:

- Whereas two (2) Library Associate employees exist to occupy assignments at four (4) separate schools a) and, upon transfer to Coteau Hills Elementary School, three (3) assignments at three (3) schools will exist:
- Sunningdale School (22.5 hours), Prince Arthur School (20 hours), Empire School (17.5 hours) and Westmount School (20 hours), and upon opening Coteau Hills Elementary School
- Coteau Hills Elementary School (32.5 hours), Sunningdale School (22.5 hours), Prince Arthur

School (20 hours).

- The most senior employee encumbering one of the former positions shall be transferred to Coteau Hills, and the next most senior shall retain their choice of part-time positions at Sunningdale School (22.5 hours), Prince Arthur School (20 hours).
- Should the most senior Library Associate opt not to be appointed to Coteau Hills Elementary School, they shall have their choice of part time positions at Sunningdale or Prince Arthur School and, the next most senior Library Associate shall be appointed to Coteau Hills Elementary
- Should neither Library Associate select an appointment at Coteau Hills Elementary, they shall retain their current part-time position at Sunningdale School (22.5 hours), Prince Arthur School (20 hours) respectively and the Coteau Hills Elementary School position shall be posted in accordance with Article 9

The parties agree that all positions' FTE shall be revisited collaboratively within one year of date of signing.

Any employee(s) who does not elect to transfer their position to Coteau Hills Elementary School, as prescribed herein shall revert to the casual list and retain seniority.

The parties agree that the terms of this Letter of Understanding are in effect from April 10, 2025.

Signed this _____ day of _____, 2026

On behalf of the Canadian Union of Public Employees, Local 5512	On behalf of the Prairie South School Division No. 210
_____	_____

LETTER OF UNDERSTANDING *#2025-02*

Between
PRAIRIE SOUTH SCHOOL DIVISION NO. 210
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5512

Re: Specialized Support Model

Prairie South Schools will begin a Pilot Project in 2025-26 to establish a "Specialized Support Model" Team that will be comprised of a Consultant, Classroom Teacher and Educational Assistant II. The team will be responsible for modelling best practices and collaborating with classroom teams across the School Division for short periods of time throughout the school year.

The parties agree that the selection process for the Educational Assistant II will be modified to allow for the best candidate, regardless of seniority, to be selected for this position; and

The Educational Assistant II will be employed for the same work days as teachers, including all non-instructional days; and

The Educational Assistant II selected may continue to work with the team on an ongoing basis, should the project continue, so long as the Employer and the employee mutually agree to do so.

The parties agree that the terms of this Letter of Understanding are in effect from May 26, 2025; upon sixty (60) days written notice, either party may terminate this Letter of Understanding.

Signed this _____ day of _____, 2026

On behalf of the Canadian Union of Public Employees, Local 5512	On behalf of the Prairie South School Division No. 210
_____	_____

Execution of the Collective Agreement

Retroactivity

Current employees shall be entitled to any retroactive pay resulting from these negotiations. Any employees that severed their employment with the employer during this period shall also be entitled to retroactive pay subject to their application to the employer within six months of ratification. The employer shall provide the union a list of employees who have left their employ since August 31, 2025.

This Collective Agreement, effective September 1, 2025 and expiring August 31, 2028 has been duly executed by the authorized representatives of the parties below, signifying their full and complete agreement to all terms and conditions contained within the preceding document.

Signed this 24 day of February, 2026

On behalf of the Canadian Union of Public Employees, Local 5512

On behalf of the Prairie South School Division No. 210