COLLECTIVE BARGAINING AGREEMENT

between

PRAIRIE SPIRIT SCHOOL DIVISION #206

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 4254

CUPE | Canadian Union of Public Employees

September 1, 2020 to August 31, 2022

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THIS AGREEMENT MADE THIS 23rd DAY OF August A.D., 2021

BETWEEN:

PRAIRIE SPIRIT SCHOOL DIVISION #206

Hereinafter referred to as the "Employer"

OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 4254

Hereinafter referred to as the "Union"

OF THE SECOND PART

PREAMBLE

The purpose of this Agreement is:

(a) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;

(b) to promote cooperation and understanding between the Employer and its staff;

(c) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages;

(d) to promote an amicable method of settling differences or grievances which may arise with respect to matters covered by this Agreement; and,

(e) to promote the morale, well-being and security of all employees in the bargaining unit of the Union.

To this end, both parties have drawn up a collective agreement which addresses the matters identified above.

ARTICLE 1 – DEFINITIONS

Definitions

a) **Permanent Employee**

"Permanent Employee" is one whose offer of employment does not have an end date and who has completed the probationary period provided in Article 9.06 "Probation". The probationary period shall commence from the first date worked.

b) **Temporary Employee**

"Temporary Employee" is one who is hired for a fixed period of time of three (3) months or more. When a substitute employee fills a temporary position of less than three (3) months, the union executive may appeal to Human Resources who may grant the employee status as a temporary employee.

Effective at date of signing, when a temporary employee has completed three (3) consecutive years, the employee is deemed to be a permanent employee.

c) **Probationary Employee**

"Probationary Employee" is one who has been appointed to a permanent or temporary position but has not yet completed the probationary period provided in Article 9.06 "Probation".

d) **Substitute/Casual Employee**

"Substitute Employee" is an employee who works from time to time on a call-in basis. Substitute/Casual employees are not entitled to any benefits of this agreement other than salary rate.

ARTICLE 2 – SCOPE/UNION REPRESENTATION

2.01 Bargaining Unit

The Employer agrees to recognize the Union as the sole collective bargaining agency for the employees covered by this Agreement, so long as the order of the Labour Relations Employer shall remain in effect.

Those not covered by this agreement include:

- Director of Education
- Deputy Director of Education
- Deputy Director of Division Services, CFO, CHRO
- Superintendents

- Coordinators
- Accounting Supervisor
- Assistant to the Director
- Behavioural Specialist
- CB SERT
- Communications Manager
- Community School Liaison
- Consultant
- Contractor
- Controller
- Conveyance Assistant
- Counsellors
- Database Administrator
- Database/Programmer Analyst
- Employee Relations Manager
- Facilitators
- Facilities Planner
- Facilities/Architecture Technologist
- Facility Operator
- Human Resources Administrator
- Human Resources Assistant
- Human Resources Associate
- Learning Support Facilitators
- Learning Technology Manager
- Library Technicians
- Maintenance Supervisor
- Occupational Therapists
- Operations Assistant
- Physiotherapist
- Program Facilitator
- Project Facilitator
- Registered Psychologists
- School Health Support Facilitator
- Sector Plan Facilitators
- SIS Consultant
- SIS Teacher
- Speech Language Pathologists
- System Administrator
- Teachers and those hired and functioning as such
- Transportation Manager
- Contracted Lunch Supervisors (Martensville)
- Drivers for French Immersion Program
- GEMS Drivers
- Borden School – Caretakers, Bus Drivers
- Delisle Composite School – Caretakers, Bus Drivers

- Delisle Elementary School – Caretakers, Bus Drivers
- École Warman Elementary School – Bus Drivers
- Hague Elementary School – Educational Associates, Administrative Assistants, Bus Drivers
- Hague High School – Educational Associates, Administrative Assistants, Bus Drivers
- Hepburn School – Educational Associates, Bus Drivers
- Laird School – Educational Associates, Administrative Assistants, Caretakers, Bus Drivers
- Lake Vista Public School – Bus Drivers
- Langham Elementary School – Bus Drivers
- Lord Asquith School – Bus Drivers
- Martensville High School – Bus Drivers
- Osler School – Educational Associates, Administrative Assistants, Caretakers, Bus Drivers
- Perdue School – Bus Drivers
- Pike Lake School – Bus Drivers
- Prairie View School – Bus Drivers
- Riverbend Colony - Educational Assistants
- Rosthern Community School – Administrative Assistants, Caretakers, Bus Drivers
- Stobart Community School – Bus Drivers, Community School Liaison
- Traditions Elementary School – Bus Drivers
- Valley Christian Academy – Educational Associates, Administrative Assistants, Caretakers, Bus Drivers
- Valley Manor School – Bus Drivers
- Vanscoy School – Caretakers, Bus Drivers
- Venture Heights School – Bus Drivers
- Waldheim School – Educational Associates, Administrative Assistants, Caretakers, Bus Drivers
- Walter W. Brown School – Bus Drivers
- Warman Community Middle School – Bus Drivers
- Warman High School – Bus Drivers

2.02 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives that may conflict with the terms of this Agreement.

2.03 Job Security

No employee shall be laid off or have his or her hours of work or pay reduced due to the Employer contracting out work or services.

The Employer shall not negotiate any new contracts which result in the contracting out of bargaining unit work without prior consultation with the Union, except in emergent or unforeseen circumstances.

2.04 Work Interruption Prohibited

The parties agree that during the term of this Agreement there shall be no strike on the part of the Union or its members, or a lock-out on the part of the Employer.

2.05 References

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used, as applicable.

2.06 Use of Volunteers

The use of volunteers will not be precluded providing they do not perform the work of the bargaining unit nor will volunteers be used to fill established or newly created positions within the bargaining unit.

Volunteers shall not receive any wages or remuneration for the activities they perform.

ARTICLE 3 – NO DISCRIMINATION

3.01 No Discrimination

The Employer and Union agree that there shall be no discrimination, interference, restriction or coercion experienced or practiced with any employee by reason of race or perceived race, creed, religious or political affiliation, colour, sex, nationality, marital status, family status, sexual orientation, disability, age (as defined by *The Saskatchewan Human Rights Code*), ancestry, place of origin, or by reason of membership or activity in a trade union.

3.02 Harassment

a) No form of sexual or personal harassment shall be allowed in the workplace or in work related situations. The principles and values of the school division include the right of all employees to self-respect and dignity.

b) Personal harassment is any objectionable behaviour, comment, or display directed at another based on, but not limited to gender, race or place of origin, physical appearance, age, sexual orientation, or disability. Examples of such harassment may include unwarranted physical contact, inappropriate jokes or teasing, display of derogatory materials, or conduct which may reasonably cause hurt, humiliation, or awkwardness so as to negatively affect an individual's well-being, work relationships, or job performance.

c) The Employer recognizes its responsibility to maintain a policy on harassment that includes education, training and procedures for resolving situations that occur. This policy can be found under Administrative Procedures 505 – Harassment Prevention.

d) Grievances related to harassment shall commence at Step 2 of the Grievance Procedure. Grievances under this Article shall be dealt with in a way that respects the confidentiality of all parties but recognizes the principles of fairness and justice.

e) In situations where harassment has been alleged and a grievance has been initiated, reasonable measures shall be taken to ensure that the employees directly involved in the situation shall not be required to work in close proximity to one another until such time as the grievance has been resolved.

ARTICLE 4 – UNION SECURITY

4.01 Union Security

Every employee who is now or later becomes a member of the Union shall maintain their membership in the Union as a condition of the employee's employment.

Every new employee, shall, within thirty (30) days after the commencement of the employee's employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of the employee's employment.

Notwithstanding paragraphs 1 and 2, an employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of the employee's employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

ARTICLE 5 – CHECK OFF

5.01 Dues Check-Off

a) The Employer agrees, upon written authorization from an employee and upon written request by the Union, to deduct initiation fees, assessments and monthly Union dues from the earnings of the employee. The amount deducted shall be remitted by cheque to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month, and shall be accompanied by a list of names of all employees and their schools/locations for whom such deductions have been made, home addresses, employment status, classification/job title, and FTE in the pay period.

b) Should the Local request direct remittance of union dues to CUPE National, the Employer shall send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

5.02 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall supply the Union member without charge, a statement in the amount of union dues paid by each Union member in the previous year.

ARTICLE 6 – GRIEVANCE PROCEDURE AND ARBITRATION

6.01 Definition of a Grievance

A grievance shall be defined as any complaint, dispute or disagreement between the Employer and the Union or any member(s) of the Union regarding the interpretation, application or alleged violation of this Agreement. Prior to the Union formally submitting grievances, employees are encouraged to first discuss their complaint with their immediate supervisor.

6.02 Informal Step

The employee and/or the Union representative are expected to discuss a complaint with the Immediate Supervisor. The Union and the Employer shall make every effort to resolve disputes prior to commencing the formal grievance procedure. The informal procedure will not be included in any timelines set out below.

6.03 Settlement of a Grievance

An effort shall be made to settle any grievance fairly and promptly in the following manner:

STEP 1

a) The grievance shall first be presented in writing to the Principal/ Immediate Supervisor within twenty (20) business days, excluding the Informal Step, of the event giving rise to the grievance or of the date when the Union first became aware of the grievable matter.

b) The Principal or immediate supervisor shall give a decision in writing to the Union within ten (10) business days of receipt of the grievance.

STEP 2

a) Failing satisfactory settlement at Step 1, if the Union decides to proceed with the grievance, it shall present the grievance, writing, to the Employee Relations Manager within ten (10) business days of the receipt of the decision under Step 1.

b) The Employee Relations Manager shall arrange for a hearing within (10) business days of the receipt of the request for a hearing. The employee shall have the option to be present at the hearing.

c) The Employee Relations Manager shall give a decision in writing to the Union within (10) business days of the hearing.

STEP 3

a) Failing agreement under Step 2, a written application for a hearing with the Deputy Director of Division Services, CFO, CHRO or designate may be made by the Union within ten (10) business days of the receipt of the decision at Step 2.

b) The Deputy Director of Division Services, CFO, CHRO or designate shall arrange for a hearing within ten (10) business days of receipt of the request for a hearing. The employee shall have the option to be present at the hearing.

c) The Deputy Director of Division Services, CFO, CHRO or designate shall send their decision, in writing, to the Union within ten (10) business days of the hearing.

STEP 4

a) Failing satisfactory settlement being reached in Step 3, the Union may refer the grievance to arbitration within twenty (20) business days of receipt of the written decision at Step 3.

b) Where a grievance has been referred to arbitration, the parties may agree to attempt to resolve the grievance through an alternate dispute resolution process.

c) Except when mutually agreed by the Parties, the Employer of Arbitration shall consist of one (1) member appointed by the Union, one (1) member appointed by the Employer, and a chairperson, jointly named by the two (2) members so appointed. If the Parties agree to an expedited form of arbitration, the arbitrator will be chosen from a previously agreed upon list.

d) Where the appointees of the parties fail to agree, within ten (10) business days of their appointment, on the appointment of a chairperson either party may request the Chairperson of the Labour Relations Employer to appoint a chairperson.

6.04 Policy, Discipline and Harassment Grievances

a) When the Union has reason to believe the Employer has erred in the general application or interpretation of the Agreement, the Union shall have the right to initiate a grievance at Step 2 of the Grievance Procedure.

b) When an employee is disciplined, the Union shall have the right to initiate a grievance at Step 2 of the Grievance Procedure.

c) When a grievance cites harassment, the Union shall have the right to initiate a grievance at Step 2 of the Grievance Procedure.

6.05 Time Limits

Any time limits expressed in the grievance procedure may be extended by mutual agreement between the parties.

6.06 Logistics

The parties shall have the assistance of any employee concerned as a witness and any other witnesses that may be required. The employee concerned and the shop steward or designate as identified in Article 6.03 entitled "Settlement of a Grievance" shall suffer no loss in pay in attending the discussions and hearings, specified under Article 6.03 Step 1, Step 2 and Step 3 entitled "Settlement of a Grievance", which occur during their hours of work.

6.07 Decision and Guideline

The decision of the Arbitration Employer shall be final and binding on the parties. An Arbitration Employer in reaching its decision shall not have the power to add to, subtract from, alter or amend the Agreement in any way, however, when considering grievances dealing with discipline or dismissal the Arbitration Employer may, after hearing the arguments, determine that the original action was either too harsh or unwarranted, and accordingly alter the original discipline.

6.08 Arbitration: Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An Arbitration Employer shall have the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision, which it deems just and equitable.

6.09 Expenses of the Arbitration Employer

The Union and the Employer shall each pay one-half (.5) of the remuneration and expenses of the Chairperson of the Employer of Arbitration.

ARTICLE 7 – DISCIPLINE

The parties endorse the concept of progressive discipline as per Administrative Procedure AP 513 and agree there shall be no discipline without cause. Progressive discipline shall take the form of verbal reprimand, written reprimand, suspension and dismissal.

When the Employer is affecting a disciplinary measure with respect to an employee, no disciplinary action shall be taken other than in the presence of a Union representative unless the employee has waived his/her right to union representation.

7.01 Documents on Employee's File

a) A copy of any document or other information placed on an employee's file which might at any time be used as the basis for disciplinary action, shall be supplied concurrently to the employee and to the Union. Disciplinary action shall be limited to the grounds stated in the written documentation presented to the employee and the Union.

b) Prior to being placed in the employee's file, all documents shall be signed and dated by the employee and/or the Union representative in attendance at the meeting. Such signature shall not constitute agreement to said document.

c) Upon written request, the said document shall be removed after two (2) years provided there has been no further discipline of a similar nature rendered within two (2) years of the initial discipline. It shall be the responsibility of the employee to request the removal of the reprimand.

d) The disciplinary letter shall not be removed from the file in situations involving harassment, violence, theft or other gross misconduct.

e) If the employee concerned wishes to respond they may do so in writing and such response will become part of the documentation. At the Employee's request a copy of his/her response shall be forwarded to the Union.

7.02 Presence of a Union Representative

a) When the Employer is affecting a disciplinary measure with respect to an employee, no action shall be taken other than in the presence of a Union representative unless the employee has waived his/her right to union representation. The employee shall have an opportunity to state his/her side of the case in advance of discipline being imposed.

b) It is also agreed that the Union and the employee shall receive a minimum of twenty-four (24) hours notification of any meeting related to an employee's conduct. The notice period may be waived upon agreement of the Employer and the Union upon request.

i) The notice provided shall include information pertaining to the purpose of the meeting, including, but not limited to, whether the meeting involves the employee's personnel record, job performance or sick incident usage.

ii) Upon notifying the Employee Relations Manager, the Union representative shall be given a reasonable opportunity to meet with the employee with no loss of pay or benefits prior to the employee's scheduled meeting with the Employer.

7.03 Non-disciplinary Coaching

The Employer encourages the concept of non-disciplinary coaching. Coaching will be given verbally and/or in writing to clarify expectations and provide guidance to assist the employee in addressing performance concerns.

It is agreed that any written record regarding coaching will be removed from the employee's file after two (2) years. It shall be the responsibility of the employee to request the removal of the reprimand.

7.04 Suspension Pending Investigation

Suspension without pay pending investigation is not considered discipline. The Employer shall render its decision regarding discipline no later than fifteen (15) business days from the date of the suspension, except as otherwise agreed between the Employer and the Union. For benefit purposes while suspended, the employee shall be treated as if on leave without pay. Where investigations reveal that no discipline is warranted or that the discipline is less than the time spent on suspension, the employee shall be paid for time lost and shall be credited with earned benefits by the Employer.

ARTICLE 8 – SENIORITY

8.01 Definition

a) Seniority is defined as the length of continuous service including substitute and temporary service in the bargaining unit and shall operate on a bargaining unit wide basis except where otherwise specified in the Agreement.

b) Current employees shall be placed on the seniority list in order of seniority as of the date of hire with Prairie Spirit School Division #206. Where two or more employees have the same start date, seniority shall be determined by:

i) the employees' birth month,
ii) birth day,
iii) alphabetical by surname.

c) Scheduled school vacation periods shall not constitute a break in service for academic year employees.

8.02 Seniority List

a) An up-to-date seniority list (as of September 30 of the current year) shall be sent to the Union and the Employer will post a copy of the seniority list on the Division website by November 30 of each year.

b) The seniority list shall contain the following information:

- name of employee
- date of commencement of employment
- job classification
- location of employment

c) The seniority List shall be open for correction, with respect to any errors in the previous seven (7) years, for thirty (30) calendar days from the date of posting. Upon presentation to the Employee Relations Manager by an employee of proof of an error, a correction shall be made immediately. A copy of the seniority list along with any corrections shall be sent to the Union.

8.03 Loss of Seniority

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, lay off or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event the employee:

a) is discharged for just cause and is not reinstated;

b) resigns or retires;

c) 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;

d) is laid off for a period longer than twenty-two (22) months, which includes July and August;

e) held a temporary position and has not worked for the Employer in the previous fourteen (14) months, which includes July and August; or

f) gives written notice to the Employer relinquishing their recall rights.

ARTICLE 9 – MAXIMIZING HOURS, TRANSFERS AND VACANCIES

9.01 Vacancies

a) Job Postings

When a vacancy in a permanent position or a newly created position, or a temporary position of a duration of three (3) months or more is to be filled the following process shall apply:

i) Vacancies shall be posted on the school division website for a minimum of seven (7) calendar days so that employees, including those on layoff, have the opportunity to submit an application.

ii) Where more than one applicant has the necessary qualifications and ability, the appointment shall be made on the basis of seniority.

iii) All new positions will normally be posted each Wednesday. At the same time these positions are posted internally, they may also be advertised publicly.

b) Maximization of Hours, Transfer Requests, and Recalls from Lay Off

Employees must apply to a job posting to maximize hours or transfer.

i) Maximization of Hours, Transfer Requests, and Recalls from Lay Off shall only be considered when a vacancy or newly created position occurs.

ii) Qualified and available part-time employees in the same school/work site shall have the opportunity to maximize their hours prior to transfers or recalls from lay off being considered. If two (2) or more qualified part-time employees at the same work site apply to maximize hours, seniority shall be the governing factor.

iii) Internal Applications shall be received as per 9.01 a) Job Postings and considered in the following order:

1) Maximization of Hours
2) Transfer Requests from within the Attendance Area as per 10.01
3) Transfer Requests from within the school division
4) Recalls from Lay Off

iv) If there is a concern regarding a successful applicant, Human Resources must be informed by the Union within twenty (20) business days of the position start date or the successful applicant retains the position.

9.02 Information in Postings

Such posting notice shall contain the following information: nature of position; location; qualifications; skills; required knowledge and formal education; and rate of pay or range.

9.03 Appointment

a) In making staff changes that involve transfers, re-classifications or promotions, appointment shall be made of the applicant having the necessary qualifications and ability.

b) Where more than one applicant has the necessary qualifications and ability, the appointment shall be made on the basis of seniority.

c) Employer initiated transfers shall occur only with the agreement of the Union.

9.04 Temporary Appointments

a) Temporary appointments shall be made on the same basis as permanent appointments.

b) Permanent employees appointed to temporary positions shall be returned to their former positions upon the termination of the temporary appointment.

c) Subsequent temporary vacancies created by the appointment of a permanent employee to fill a temporary position shall be filled subject to Article 9.01 "Vacancies".

d) Upon expiration of the temporary period of employment, no notice of termination shall be required.

9.05 Union Notification

a) Within five (5) working days of the date of appointment to a vacant, temporary or new position, a notification of the offer shall be forwarded, in writing, to the Union.

b) The Union shall be notified via a monthly report of all promotions, demotions, appointments, hirings, layoffs, transfers, maximizing of hours, recalls, resignations, retirements, deaths, or other terminations of employment.

9.06 Probation

A newly hired employee shall be on probation for the first five (5) months of active employment. During the probationary period, the employees shall be entitled to all rights and benefits of this Agreement.

The Division shall provide the union with rationale for deeming an employee unsuitable, at the Union’s request.

After completion of the probationary period, seniority shall be calculated from the original date of employment.

9.07 Trial Period

An employee appointed to a different position shall serve a trial period of twenty (20) working days from the date of the employee's appointment. The employee shall be confirmed in the new position after the trial period. In the event the successful applicant is unsatisfactory in the position during the trial period, or if the employee so wishes, the employee shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary without loss of seniority.

9.08 Additional Hours

When additional hours exist that are not subject to Article 9.01 a) Job Postings, the following shall apply:

Substitute Shifts shall first be offered to available part-time employees in order of seniority within their school/work site provided the additional hours are entered into the absence management system prior to 6:00 p.m. on the previous day.

Contract extensions shall first be offered to the employee currently filling the positions.

Part-time employees shall indicate to the Employer if they are available to work substitute shifts, increase their hours, and/or extend their contract.

ARTICLE 10 – LAYOFFS AND RECALLS

10.01 Attendance Area

a) Where a staff reduction is necessitated within an attendance area or department, employees within that attendance area or department shall be retained in the order of their seniority provided they are qualified and able to do the work.

When a more senior employee chooses a transfer within the attendance area, the more senior employee’s choice takes precedence over the choice of the employee with less seniority.

Reallocation of existing staff shall be on the basis of least seniority (the least senior employee in their classification in the attendance area).

b) For the purposes of this Article of the Agreement, ten (10) attendance areas are defined as:

i) Hanley School, Dundurn School, and Hillcrest Colony School;

ii) Clavet Composite School, South Corman Park School, Aberdeen Composite School, and Riverview Colony School;

iii) Allan School, Colonsay School, and Lost River Colony School;

iv) Delisle Elementary School, Delisle Composite School, Vanscoy School, Pike Lake School, and Willow Park Colony School;

v) Langham Elementary School, Walter W. Brown School, Prairie View Elementary School, Dalmeny High School, and Borden School;

vi) Perdue School, Lord Asquith School, Eagle Creek Colony School, and Sunnydale Colony School;

vii) Martensville High School, Valley Manor Elementary School, and Venture Heights Elementary School, Lake Vista Public School;

viii) Blaine Lake Composite School, Leask Community School, Green Leaf Hutterite Colony School, and Leask Hutterite Colony School; and

ix) Warman Elementary School, Warman Community Middle School, Warman High School, and Ecole Traditions Elementary School;

x) Rosthern Community School and Stobart Community School.

10.02 Lay Off

Notwithstanding Article 10.01, where a staff reduction of bus drivers is necessitated for routes to a school, bus drivers driving to that school shall be retained in the order of their seniority.

10.03 Automatic Lay Off

Employees, who work on the basis of the academic year, shall be laid off for the school vacation periods. Recall following the school vacation periods shall be automatic unless the Employer has served notice of lay off in accordance with Article 10.04 "Notice of Lay Off". This Article will serve as notice of lay off and recall for the school vacation periods.

10.04 Notice of Lay Off (other than 10.03 Automatic Lay Off)

The Employer shall notify employees who are to be laid off with a minimum of one (1) month of written notice and:

a) After five (5) years but less than ten (10) years employment - six (6) weeks' notice

b) After ten (10) years or more employment - eight (8) weeks' notice

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

10.05 Recall

a) Senior employees shall have the opportunity to transfer or maximize their hours (as per Article 9.01) prior to laid-off employees being recalled. Employees bear the onus for accessing job posting information.

b) Laid off employees shall retain their seniority for twenty-two (22) months.

c) No new employees shall be hired until those employees on lay off who have the necessary qualifications, have been recalled.

d) All employees on lay off shall be notified of any open positions through public posting on the Prairie Spirit School Division website.

ARTICLE 11 – HOURS OF WORK AND WORKING CONDITIONS

11.01 Calendar Development

a) There shall be CUPE representation on the Calendar Committee which is established on an annual basis to develop calendar options for the school year.

b) The CUPE membership shall be offered the opportunity to participate in a vote offered to all PSSD staff based on the Calendar Committee options to select a calendar preference.

The Employer of Education has the final approval of the calendar as per legislation in *The Education Act, 1995.*

11.02 Definition of Employee Groups

Group A – Caretakers
This group shall include:
- Head Caretakers
- Assistant Caretakers

Group B – Technicians/Apprentice Technicians
This group shall include:
- Head Technicians
- Technicians who hold a journeyman certificate and/or apprentice level

Group C – Journeyman/Apprentice Trades/Building Operators
This group shall include:

- all maintenance personnel holding journeyman certificates hired and functioning as such
- those working as apprentices in trades
- Building Operators

Group D – Maintenance
This group shall include:

- all maintenance personnel who do not hold a journeyman certificate
- all maintenance personnel who hold a journeyman certificate but are not hired in a journeyman capacity

Group E – Executive and Administrative Assistants
This group shall include:

- all Executive Assistants in the bus garage, Division Office, and School Services Building
- all Administrative Assistants working in schools and work sites

Group F – Information Services
This group shall include:

- Network Administrators

Group G – Educational Associates
This group shall include:

- EA I – employees that do not have PSSD recognized certification
- EA II – employees that have PSSD recognized certification or were grandfathered in
    - See Article 27 for PSSD recognized certificate programs

Group H – Bus Drivers

Group I – Other
This group shall include:

- Community School Coordinator

11.03 Full-time Daily, Weekly and Annual Hours

The normal daily, weekly and annual hours of work shall be as follows:

Assistant Caretaker	8 hrs/day, 40 hrs/week, 2080 hrs/year
Head Caretaker	8 hrs/day, 40 hrs/week, 2080 hrs/year
Head Technician	8 hrs/day, 40 hrs/week, 2080 hrs/year
Technician	8 hrs/day, 40 hrs/week, 2080 hrs/year
Maintenance Technician	8 hrs/day, 40 hrs/week, 2080 hrs/year
Administrative Assistant	8 hrs/day, 40 hrs/week, 1600 hrs/year

Network Administrator	8 hrs/day, 40 hrs/week, 2080 hrs/year
Educational Associate	6 hrs/day, 30 hrs/week, 1128hrs/year
Bus Driver	4 hrs/day, 20 hrs/week, student days, 732 hrs/year including one (1) professional development day, total 183 days/year
Community School Coordinator	7 hrs/day, 35 hrs/week, 1820 hrs/year
Building Operator	8 hrs/day, 40 hrs/week, 2080 hrs/year
Payroll Assistant	7.5 hrs./day, 37.5 hrs./week, 1950 hrs./year
Accounting Assistant	7.5 hrs./day, 37.5 hrs./week, 1950 hrs./year
Receptionist – Division Office	8 hrs./day, 40 hrs./week, 2080 hrs./year
Executive Assistant – Bus Garage	8 hrs./day, 40 hrs./week, 2080 hrs./year
Receptionist – Bus Garage	8 hrs./day, 40 hrs./week, 2080 hrs./year
Executive Assistant – Facilities	7.5 hrs./day, 37.5 hrs./week, 1950 hrs./year
Executive Assistant – Division Office	7.5 hrs./day, 37.5 hrs./week, 1950 hrs./year

11.04 Paid Rest Periods

a) Employees shall be permitted a rest period of fifteen (15) minutes both in the first and second half of the workday.

b) Educational Associates shall receive a rest period only if students receive a rest period.

c) Rest periods shall not normally be scheduled the first 15 minutes or the last 15 minutes of the work day.

11.05 Overtime Defined

All authorized time worked over eight (8) hours in a day or forty (40) hours in a week shall be considered as overtime.

11.06 Compensation for Additional Hours Worked

a) Compensation for Overtime

Overtime will be paid at the rate of one and one-half (1.5) times the rate of regular pay.

b) Compensation for Work on a Public Holiday

Employees required to work on Public Holidays shall be paid their regular rate of pay plus one and one-half (1.5) times their regular rate of pay. A minimum of three hours' pay shall be payable.

c) Time in Lieu of Overtime Pay

Employees may choose to take time off in lieu of pay for overtime, at a rate of one and one-half (1.5) hours for every hour worked. Employees can bank a maximum of four (4) days at any one time. The employee's selection of pay or time in lieu shall be made in advance of any overtime being worked. Time off in lieu shall be taken with the approval of the immediate supervisor and shall be subject to operational requirements.

d) For those employees who are requested by the supervisor to work more than their scheduled hours of work and who do not qualify for overtime pay, the following shall apply:

i) Additional hours worked must have the prior approval from the direct supervisor;

ii) Compensation for additional hours worked shall be given as time in lieu, on the basis of one (1) hour worked = one (1) hour time-in-lieu.

Time-in-lieu must be scheduled with the prior approval of the direct supervisor and taken within the same academic year.

11.07 Schedule of Hours

The scheduling of the hours of work is the responsibility of the Employer, subject to Article 11.01 "Full-time Daily, Weekly and Annual Hours". However, the Employer agrees to consult with the employee, with a viewpoint of trying to arrive at a mutually acceptable schedule of hours. Notwithstanding the schedule of hours set forth, the Supervisor may approve variable hours as may be mutually agreeable with the employee. However, such arrangements must be carried out only within reasonable limits.

11.08 Summer Hours for Maintenance and Bus Garage Employees

a) Employees working at the bus garage and in the maintenance department shall work ten (10) hours each day from Monday to Thursday commencing the first entire week following Canada Day until the last entire week prior to the fall commencement of the school year. Notwithstanding Article 11.03 "Overtime Defined", overtime provisions shall not apply during summer hours until after ten (10) hours in a day or forty (40) hours in a week. Each full-time employee shall receive credit for eight (8) hours of work for Saskatchewan Day.

b) Executive Assistants at the bus garage shall have the option of the above schedule upon mutual agreement.

11.09 Summer Hours for Caretaking Employees

Caretakers may choose to work ten (10) hours each day from Monday to Thursday commencing the first entire week following Canada Day until the last entire week prior to the fall commencement of the school year. Notwithstanding Article 11.03 "Overtime Defined", overtime provisions shall not apply for those caretaking employees who choose to work summer hours until after ten (10) hours in a day or forty (40) hours in a week. Each full-time employee shall receive credit for eight (8) hours of work for Saskatchewan Day.

11.10 Supervision

a) Employees who provide supervision for designated students during recess breaks shall be entitled to a rest period before or after supervision. Rest periods shall not normally be scheduled the first 15 minutes or the last 15 minutes of the work day.

b) Time worked providing before school, lunch or co-curricular supervision with designated students shall normally be allotted from an educational associate's six (6) hour day and 1128 hours school year.

c) When support staff agrees to do general noon supervision due to low staff numbers they shall be paid their regular rate of pay.

d) Educational Associates shall not be required to perform general supervision before/after school, at lunch or during recess.

11.11 Temporary Pay for Work in a Higher Classification

a) The Employer and Union agree to the creation of a list of qualified bus technicians who may be selected in order of seniority. A list of employees will not be necessary in other locations.

b) In the event of a vacancy or absence in a higher paid classification, the Employer will offer the most senior employee from the list of qualified employees within the same work site and similar job classification to temporarily work in the higher paid classification.

c) If the most senior employee, refuses or is unavailable or unable to take the position the Employer shall then follow the designated list until a replacement is found. In the event that no replacement is found, the most junior employee on that list shall be assigned.

d) The employee shall be paid at the equivalent step of the higher classification required to perform the temporary duties.

11.12 Building Inspection

Caretakers required to provide a weekend building inspection shall be paid forty dollars ($40.00) for each inspection or the caretaker may choose to take three (3) hours time in lieu for each inspection. Caretakers providing weekend building inspection shall be paid for mileage in accordance with Article 19.03 "Travel Allowance".

11.13 Call Back

a) Employees shall be paid three (3) hours at overtime rates for each occasion the employee is called back to duty whether or not the employee is required to be on duty for the full three (3) hours.

b) Employees who choose to take time off in lieu shall receive it in accordance with Article 11.06 c) "Time in Lieu of Overtime Pay" but in any event shall receive a minimum of four and one-half (4.5) hours time in lieu.

c) Employees called back on a public holiday shall be compensated in accordance with Article 11.06 b) "Compensation for Work on a Public Holiday".

11.14 Standby

Standby assignment shall mean a period during which the employee is not on regular duty and must be available to respond to return to duty. Employees utilized for standby shall be assigned such duties on a rotational basis.

a) An employee on standby assignment shall be paid at the rate of:

   i) Daily Premium pay of one dollar ($1.00) per hour will be paid from the end of the employee's regularly scheduled work day and continue until the start of the employee's regularly scheduled work day.

   ii) Weekend Premium pay of two dollars ($2.00) per hour will be paid from the end of the employee's regularly scheduled work week and continue until the start of the employee's regularly scheduled work week.

   iii) Holiday Premium pay of three dollars ($3.00) per hour shall be paid if the Standby occurs during a public holiday in accordance with Article 13.01 a) Public Holidays.

b) The standby payment shall be in addition to any call back payment.

11.15 Professional Development

The Employer shall provide funding to assist in paying part of the cost for employees to attend professional development activities. The fund is to be accessible at the school or office level and the goals of the employee who is seeking the funds shall align with the goals of the School Division. Allocation of the funds shall be determined by the principal or immediate supervisor, however each school shall receive a minimum funding allocation of seventy-five dollars ($75.00) per educational associate as of September 1 of the school year.

11.16 Professional Dues

The Employer shall reimburse or pay directly any professional dues and or professional license fees required by employees in the performance of their duties. Any new fee structures that do not exist at the effective days of this agreement shall require prior approval of the Deputy Director of People and Finance, Chief Financial Officer or designate before being included under this provision.

11.17 Administering Medication to Students

The Employer provides liability insurance for employees who administer medication and medical treatments to students in accordance with Section 85 of *The Education Act, 1995* and the Employer's Administration Policy 413. The Employer agrees to provide Section 85 of *The Education Act, 1995* and the Employer's Administration Policy 413 to employees who administer medication and medical treatments to students.

11.18 Vehicle Cleaning and Repair

Upon submission of a written receipt, an employee shall be reimbursed for the repair or cleaning of the employee's vehicle due to damage or soiling caused by a student during transportation.

ARTICLE 12 – VACATION

12.01 a) Length of Vacation

Absence Code: ***Vacation-Paid***

Twelve (12) month employees shall be granted annual vacations with pay as follows:

i) after one (1) year of service three (3) weeks' vacation

ii) after eight (8) years of service four (4) weeks' vacation

iii) after sixteen (16) years of service five (5) weeks' vacation

iv) after twenty-four (24) years of service six (6) weeks' vacation

b) **Vacation pay**

Vacation pay will be calculated and paid monthly to all 10-month employees in accordance with Article 12.01 a) "Length of Vacation".

12.02 Paid Holiday 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.

12.03 Scheduling of Vacation Period

a) The normal vacation period for twelve (12) month employees is during July and August when schools are not in session. Vacations to be taken during the normal vacation period shall be arranged with the employee's immediate supervisor.

b) Notwithstanding the above, twelve (12) month employees may be permitted to take vacations at other times during the year. Requests for vacation under this Article shall be made to the appropriate manager or superintendent.

ARTICLE 13 – PUBLIC HOLIDAYS

13.01 Public Holidays

a) The Employer recognizes the following as paid holidays for twelve (12) month employees:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day and any other day proclaimed as a holiday by the dominion, provincial, or municipal government.

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

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day and any other day proclaimed as a holiday by the dominion, provincial, or municipal government.

c) Where a public holiday falls on an employee's day off or during an employee's annual vacation period, another day off with pay shall be granted in lieu of the holiday. Such a day is to run continuously with the employee's regular days off or immediately preceding or following the annual vacation period and shall be treated as the Public Holiday for the purpose of this Agreement.

ARTICLE 14 – SICK LEAVE PROVISIONS

14.01 Definition

Article 14.01 a) and b):

Absence Code: ***Sick Leave - Paid***

*When sick leave bank is depleted, absence reason changes to *Sick Leave Unpaid*

a) Sick leave is defined as a period of time an employee is absent from work with pay by virtue of personal illness, disability or because of an accident for which compensation is not payable under *The Workers' Compensation Act, 1979* or *The Automobile Accident Insurance Act*. Employees in receipt of sick leave benefits, who are also in receipt of wage replacement under *The Automobile Accident Insurance Act*, shall assign any such payments to the Employer.

b) Where a medical, chiropractor, or dentist appointment for the employee cannot be made outside of daily hours of work, or where specialist appointments outside the school division are required, a claim may be made against the sick leave entitlement identified in Article 14.02 titled "Entitlement".

Absence Code: ***Sick Leave – Emergency Care***

c) Where an employee's immediate family member, as defined in Article 16.04 a) "Compassionate Leave", is ill and the absence is not related to any routine appointment as per Article 14.01 b) and no other family is available, the employee may use up to two (2) days with pay taken from the employee's sick leave accumulation per school year.

14.02 Entitlement

Absence Code: ***Sick Leave - Paid***

*When sick leave bank is depleted or after 105 days, absence reason changes to *Sick Leave Unpaid*

When applicable, sick leave with or without pay shall be utilized by an employee to cover the one hundred and five (105) day elimination period of the Long-Term Disability (LTD) benefit plan. Should an employee's application for LTD benefits be declined, access to sick leave would still be applicable subject to Article 14.04 "Proof of Illness".

14.03 Maximum Accumulation

a) Each employee shall be entitled to sick leave in the amount of two (2) days for each month employed.

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

14.04 Proof of Illness

An employee may be required to provide a medical certificate to Human Resources after five (5) consecutive sick days. The Employer may require a second medical opinion from a medical practitioner at the Employer's expense.

14.05 Sick Leave Records

The Employer shall keep a sick leave record and a statement of accumulated sick leave credits shall be included on each employee's monthly pay stub.

14.06 Duty to Accommodate

The Duty to Accommodate within the workplace is a shared responsibility between the Employer, the Union and the employee.

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

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

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

ARTICLE 15 – HEALTH AND SAFETY

15.01 Cooperation on Safety

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

Notwithstanding the above, the parties recognize the Employer's responsibility to ensure, insofar as reasonably practicable, the health, safety and welfare at work of all the Employer's employees. Additionally, the parties recognize the employee's responsibility to take reasonable care to protect his or her health and safety and the health and safety of students and of other employees who may be affected by his or her acts or omissions.

15.02 Occupational Health and Safety Act and Regulations

The current *Saskatchewan Employment Act* and *Occupational Health and Safety Regulations* made thereunder, shall apply. The legislation allows every worker the right to know the hazards at work, participate in occupational health and safety and refuse work which the worker believes is unusually dangerous.

15.03 Occupational Health Committee

An Occupational Health Committee, as provided by *Saskatchewan Employment Act* and *Occupational Health and Safety Regulations* made thereunder, shall be implemented.

15.04 Occupational Health Committee Pay Provisions

The Occupational Health Committee shall hold regular meetings or as requested by the Union or the Employer to deal with all unsafe conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of minutes of all Committee meetings shall be sent to the Employer and to the Union and the minutes of Committee meetings will be posted on designated bulletin Employers.

15.05 Safety Measures

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

15.06 Training of Workers

a) The Employer shall ensure that a worker is trained in all matters that are necessary to protect the health and safety of the worker when a worker begins work at the place of employment and when a worker is moved from one work activity or worksite to another that differs with respect to hazards, facilities or procedures.

b) The training required must include:

   i) procedures to be taken in the event of a fire or other emergency;

   ii) the location of first aid supplies;

   iii) identification of prohibited or restricted areas;

   iv) precautions to be taken for the protection of the worker from physical, chemical or biological hazards;

v) any procedures, plans, policies and programs that the Employer is required to develop pursuant to *The Occupational Health and Safety Act* or any regulations made pursuant to the Act that apply to the worker's work at the place of employment; and

vi) any other matters that are necessary to ensure the health and safety of the worker while the worker is at work.

c) The Employer shall ensure that the time spent by a worker in the above training is credited to the worker as time at work, and that the worker does not lose pay or other benefits with respect to that time.

d) The Employer shall ensure that no worker is permitted to perform work unless the worker:

i) has been trained and has sufficient experience, to perform the work safely and in compliance with *Saskatchewan Employment Act* and *Occupational Health and Safety Regulations*, or

ii) is under close and competent supervision.

15.07 Violence in the Workplace

a) The Employer and the Union agree that violence against employees in the workplace is not acceptable and agree to work together towards elimination of the incidence and causal factors of violence.

b) Violence is defined in accordance with the regulations to *Saskatchewan Employment Act* and *Occupational Health and Safety Regulations* "...the attempted, threatened, or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that the worker is at risk of injury".

c) The Employer will maintain and implement a policy on violence that includes education, training and procedures for resolving situations that occur.

d) Principals and supervisors are to provide full information to employees who work in settings where they could be at a higher risk of violence.

e) The Employer will intervene and take supportive and appropriate action when any acts of violence, threats or intimidation occur.

f) Grievances related to violence shall be dealt with in a way that respects the confidentiality of all parties but recognizes the principles of fairness and justice.

ARTICLE 16 – LEAVES OF ABSENCE

16.01 Union Leave

a) An employee who is elected or selected for a full-time position with the Union shall be granted leave of absence for a period of up to one calendar year. Upon the request of the Union, such leave shall be renewed or extended by the Employer for a period of time not exceeding one (1) additional calendar year. The employee shall receive pay and benefits as provided in this Agreement, but the Union shall reimburse the Employer for all pay and benefits during the period of absence.

b) Except by mutual agreement, no more than one employee from the school division shall be on leave of absence for a full-time Union position.

c) Upon request in writing to the Employee Relations Manager, employees appointed or elected by the Union to participate at Union conventions or workshops shall be permitted, after receiving authorization from the Employee Relations Manager, to attend such convention or workshop. This authorization shall not be arbitrarily withheld but the Employee Relations Manager may take into account staffing needs in a particular school or department. The Union shall reimburse the Employer for all wages and benefits paid to the employee by the Employer during such leave.

16.02 General Leave

Leave of absence for personal reasons without pay and without loss of accrued benefits for a maximum of one (1) calendar year may be granted by the Employer. Such request shall be submitted in writing to Human Resources or designate at least ten (10) working days prior to the initial date of the requested leave.

Any leave requests of ten (10) days or less shall be administered at the school/department level. Requests over ten (10) days during the year must be approved by HR upon consultation with Managers and Supervisors.

16.03 Pressing Emergency Leave

Absence Code: ***Pressing Emergency/ Necessity***

a) Special leave with pay shall be granted to employees for the purposes of responding to an event outside the control of the employee. This unexpected event requires an immediate response so as to ensure the safety of family, community members and/or property.

b) An employee shall be granted up to a maximum of three (3) days annually with pay to attend to pressing necessity.

c) Examples of a pressing necessity include, but are not limited to, the following:

i) Road closure
ii) Natural disaster
iii) Accident
iv) Home emergency
v) Community Emergency Service

Note: Employees should inform their in-school administrator if they are a member of a 1st Responder team, local fire department or other community emergency team.

16.04 Compassionate Leave

Absence Code: ***Family Leave – Emergency Care***

a) During any school year the Employer shall grant one (1) day leave with pay to provide emergency care for the employee's child, spouse, grandchild or parent.

Absence Code: ***Compassionate Leave***

b) In the event of life threatening illness or death of a family member as defined to include a legal or common law spouse, a child of the employee or the employee's spouse, a parent, a spouse of a parent, a sibling, grandparent, grandchild, in-law, aunt, uncle, niece, nephew, foster parent, ward, guardian, or a person who considers the claimant to be like a family member leave with pay shall be granted up to a maximum of five (5) working days. The Employer may require an employee to provide, as soon as reasonably possible, a medical certificate verifying a life-threatening illness.

Absence Code: ***Compassionate - Funeral***

c) In the event of an employee attending a funeral of someone other than relatives listed in Article 16.04 a), the immediate supervisor shall grant leave with pay up to one (1) day.

Absence Code: ***Compassionate - Travel***

d) One additional day shall be granted when travel beyond six hundred (600) kilometers round trip is required.

e) The Superintendent responsible for the school or department may, upon written request, grant additional compassionate leave with or without pay.

16.05 Jury or Witness Leave

Absence Code: ***Jury/Witness Duty***

An employee shall be allowed leave of absence without loss of salary, benefits or seniority, when subpoenaed to appear as a witness in a court case, or to serve as a member of a jury. Any remuneration awarded by the Court above actual expenses shall be repaid to the Employer up to the maximum of salary involved for the period of absence.

16.06 Public Duty Leave

The Employer agrees to comply with the applicable provisions of *The Saskatchewan Employment Act* with respect to employees requesting leave of absence to seek nomination or election to public office.

16.07 Personal Leave

Absence Code: ***Personal Leave With Pay***

Permanent employees shall be granted two (2) days of personal leave with pay per school year to be taken at a mutually agreed to time between the employee and the immediate supervisor. A maximum of one (1) personal leave day may be carried over to the following year. Personal Leave days shall not be paid out.

16.08 Educational Leave

a) **Required Courses**

Where an employee is required by the Employer or by legal requirement to take a course or workshop, the employee shall not have any loss of pay, and where the course or workshop is on a day not normally worked by the employee, the employee shall be paid their regular or average day's pay or by mutual agreement receive time off in lieu. The employee will be paid for any travel time in addition to the employee's regular workday. The Employer shall pay all costs of instruction and instructional material, and any additional expenses incurred by the employee. Except where transportation is provided by the Employer, this will include the per kilometer rate established by the Employer, from the employee's regular place of work to the place of instruction, and where reasonable efforts have been made to share travel arrangements.

b) **Employee Requested Courses**

Where an employee requests attendance at a course or workshop, the Employer may grant leave with or without pay for such purpose. The Employer may pay the cost of instruction and instructional material. The Employer may also grant additional expenses incurred by the employee.

16.09 Compassionate Care Family Leave

Absence Code: ***Personal Leave Without Pay*** and select *"Yes"* to *"Is absence for more than 10 days"* and email Employee Relations Manager to request leave approval

a) Upon request, employees shall be granted a leave of absence without pay of up to eight (8) weeks to care for a family member who is gravely ill and at risk of dying within twenty-six (26) weeks. The employee is not required to take the benefit weeks consecutively.

b) During the leave, the employee shall continue to accumulate all benefits and seniority. Should the employee choose to make contributions for the period of the leave to the pension or benefits plan, the Employer will pay the Employer's contribution for the same period.

c) Family member is defined to include a legal or common law spouse, a child of the employee or the employee's spouse, a parent, a spouse of a parent, a sibling, grandparent, grandchild, in-law, aunt, uncle, niece, nephew, foster parent, ward, guardian, or a gravely ill person who considers the claimant to be like a family member.

d) Employees applying for compassionate care family leave must provide a doctor's certificate stating that a family member suffers from a serious medical condition; with a significant risk of death within twenty-six (26) weeks and that the family member requires the care or support of one or more other family members.

e) An employee may request an extension without pay to the compassionate care family leave. Approval of an extension shall not be unreasonably denied. During an extended leave, the employee shall continue to accrue all benefits and seniority. Should the employee choose to make contributions for the period of the extended leave to the pension or benefits plan, the Employer will pay the Employer's contribution for the same period.

16.10 Negotiation Leave

If the negotiating committees agree to meet to conduct negotiations during working hours, the Employer will provide leave with pay for a maximum of five (5) employees for the time spent in negotiations.

16.11 Graduation Leave

Absence Code: ***Graduation-Day***

a) Employees shall be granted one (1) day for the Grade 12 or post-secondary graduation or convocation of an immediate family member. For the purposes of this article, immediate family is defined as child, spouse, grandparent, grandchild, parent or self.

Absence Code: ***Graduation/ Convocation Travel***

b) One additional day shall be granted when travel beyond six hundred (600) kilometers round trip is required.

16.12 Provision of Pension and Benefits During Leaves of Absence

a) Subject to the qualifying provision of the pension plan, an employee on leave under Article 16 Leaves of Absence and Article 17 Maternity, Parental and Adoption Leave may elect to buy back pension contributions for the period in which they normally would have been employed, by paying both the employee's and the Employer's share of the contributions upon their return to work.

b) Subject to the qualifying provision of the pension plan, an employee on leave under Article 14 Sick Leave Provisions may elect to maintain pension contributions for the period in which they normally would have been employed, by paying the employee's share of the contributions during the leave or buying back the time at the conclusion of the leave.

c) For unpaid leaves of more than thirty (30) days, an employee on leave under Articles 14 Sick Leave Provisions and Article 16 Leaves of Absence may elect to continue their employee benefit plan by paying both the employee's and the Employer's share of the premium.

d) All contributions during the leave shall be submitted to the Employer by post-dated cheques or lump sum payment no later than thirty (30) days from the start of the leave, or benefits shall be terminated.

ARTICLE 17 – MATERNITY, PARENTAL AND ADOPTION LEAVE

17.01 General Provisions for Maternity, Parental and Adoption Leave:

a) For purposes of eligibility, layoffs during the months of July and August of ten (10) month employees shall not be considered service or as a break in service.

b) While on maternity, adoption or parental leave, an employee shall accrue service for purposes of vacation entitlements, but no vacation credits will accumulate during the leave.

c) Seniority shall continue to accrue during the full period of all maternity, adoption or parental leaves.

d) The employee shall suffer no loss of benefit entitlement accrued prior to the commencement of maternity, parental or adoption leave. The Employer will pay the entire cost of benefit premiums for those benefits provided in Article 24.03 "Employee Benefit Plan" while employees are on maternity, adoption or parental leave.

e) While on maternity, adoption or parental leave, sick leave benefits will not accumulate.

f) Subject to the qualifying provisions of the pension plan, an employee on leave under this Article may elect to maintain pension contributions for the period in which they normally would have been employed, by paying both the employee's and the Employer's share of the contributions.

g) Extensions may be granted by mutual agreement of the Employer and the employee under Article 16.02 "General Leave". However, the maximum combined leave that will be granted under Article 17 "Maternity, Parental and Adoption Leave" shall not exceed twelve (12) months.

h) Notice of intention to return to work or a request for change in the length of the maternity, adoption or parental leave must be forwarded to the appropriate Superintendent, in writing, at least four weeks prior to the expiration of such leave.

i) On return from maternity, adoption or parental leave, an employee shall, if possible, be placed in the employee's former position at the current rate of pay. If an employee returns to a position which has been reclassified upward, the employee shall be placed in the new classification.

17.02 Maternity Leave:

a) An employee:

i) who is currently employed and has been in the employment of the Employer for a total of at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence, and

ii) who provides to her appropriate superintendent, no later than four (4) weeks prior to the date on which she intends to commence the leave, her written request for maternity leave, which must include a medical certificate from a qualified medical practitioner certifying that she is pregnant and estimating the date of birth, will be entitled to maternity leave without pay.

b) Maternity leave may commence any time during the twelve (12) weeks preceding the estimated date of birth.

c) Maternity leave may be for a period of up to eighteen (18) consecutive weeks.

d) Employees who are eligible for maternity leave shall be entitled to thirty-four (34) consecutive weeks of parental leave.

e) Employees who are not eligible for maternity leave are entitled to thirty-seven (37) consecutive weeks of parental leave.

17.03 Adoption Leave:

Absence Code: ***Adoption Leave***

a) An employee who is adopting a child shall, upon written request, be granted leave with pay for a period of one (1) day to meet the legal requirements to adopt a child and one (1) day to take custody of the child. If applicable, an employee shall be granted leave with pay for a period of one (1) day to be present at the birth of the child to be adopted.

b) The Employer may grant additional leave with or without pay should circumstances warrant.

c) An employee:

i) who is currently employed and has been in the employment of the Employer for a total of at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence, and

ii) who notifies the appropriate Superintendent of the intention to adopt as soon as is reasonably possible after the approval of the adoption has been granted, and

iii) who provides the appropriate Superintendent with as much notice as possible as to the commencement date of the leave, will be entitled to adoption leave without pay.

d) Adoption leave may be for a period of up to eighteen (18) consecutive weeks.

e) Employees who are eligible for adoption leave shall be entitled to thirty-four (34) consecutive weeks of parental leave.

f) Employees who are not eligible for adoption leave are entitled to thirty-seven (37) consecutive weeks of parental leave.

17.04 Parental Leave:

Absence Code: ***Childbirth/ Parental***

a) Upon request to the appropriate Superintendent, an employee shall be granted parental leave of one (1) day with pay for the purpose of attending at the birth of the employee's child and one (1) day with pay for assisting the employee's spouse and child on return home from the hospital.

b) The Employer may grant additional leave with or without pay should circumstances warrant.

c) An employee:

i) who is currently employed and has been in the employment of the Employer for a total of at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence, and

ii) who makes written request to the appropriate Superintendent, will be eligible for parental leave without pay.

d) Employees who are eligible for maternity or adoption leave shall be entitled to thirty-four (34) consecutive weeks of parental leave.

e) Employees who are not eligible for maternity or adoption leave are entitled to thirty-seven (37) consecutive weeks of parental leave.

f) Parental leave may only be taken during the twelve (12) weeks before the estimated date of birth or the estimated date on which the child is to come into the employee's care, as the case may be, or during the fifty-two (52) weeks following the actual date of birth or the actual date on which the child comes into the employee's care.

g) An employee who wishes to take leave pursuant to Article 17.02 and also under Article 17.04 shall take the two leaves consecutively.

ARTICLE 18 – SUPPLEMENTAL EMPLOYMENT BENEFITS PLAN

18.01 General Provisions

In recognition that there will be a health-related portion of every maternity leave during which a woman will be medically unfit for duty for health related reasons due to pregnancy, delivery or post-delivery, benefits for this period will be paid under the provisions of a Supplemental Employment Benefits Plan (SEB Plan) designed in accordance with the registration requirements of the Benefits Program, Canada Employment and Immigration.

1. Entitlement

For the purposes of this Article a woman is deemed to be medically unfit for duty for health related reasons due to pregnancy, delivery or post-delivery, for a period commencing on the estimated date of birth or the date of delivery, whichever is earlier, as certified by a qualified medical practitioner:

a) An employee shall be eligible for SEB Plan benefits if she is:

i) medically unfit for duty as an employee for health related reasons due to pregnancy, delivery or post delivery; and

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

iii) on maternity leave.

b) Every employee who is eligible for SEB Plan benefits, in accordance with 1a) Entitlement, shall be entitled to such benefits for a period commencing the estimated date of birth or the date of delivery, whichever is earlier, without being required to provide medical evidence.

2. The maximum time to be used in determination of benefit is seventeen (17) weeks.

3. Privacy of Personal Information

a) The collection, use, disclosure, storage and retention of personal information for purposes of this Article must comply with the principles of privacy and with the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act*.

b) Personal medical information collected for the purposes of Article 18 should not be retained in the personnel file. The separate employee-specific medical file should be maintained by, and accessible to, the employee and the designated official only.

4. Such information should be retained and destroyed in accordance with the principle that personal information is destroyed when it is no longer required for the purposes for which it was collected.

5. Administration of SEB Plan

a) An employee shall apply to the Employer for SEB Plan benefits using Form 1 of the Application.

b) On delivery of the child, an employee shall submit to the school division Form 2 – Confirmation of Delivery.

6. The employee shall submit Form 1 and 2 no later than one hundred and twenty (120) days following the birth of her child. It is preferred that Form 1 accompanies the notice of intention to take maternity leave.

7. The Employer shall administer the application in a timely fashion and shall commence payment of benefits in accordance with the Agreement. Upon receipt of the application the claim shall be approved within fourteen (14) days.

8. Calculation and Payment of Benefits

a) For the period of eligibility, as determined in 1.a) Entitlement, the Employer shall pay to the employee the amount required on a weekly basis to supplement the employee's Employment Insurance benefit to 95% of her salary entitlement.

b) The employee's weekly salary entitlement shall be calculated as follows:

$$\frac{5 \times \text{Rate of salary in effect}}{\text{Number of work days in the year}}$$

i) Benefits under the provisions of this Article shall be payable in respect of the number of work days and hours of work prescribed by the Agreement.

ii) Benefit payments under the provisions of this Article shall be subject to the usual deductions as if the employee was actively working and as required by the respective benefit plan sponsors.

iii) The Employer will pay the entire cost of employee benefit premiums for those benefits provided in Article 24.03 "Employee Benefits Plan" while employees are receiving SEB Plan benefits.

iv) Employees on maternity leave are entitled to accumulate sick leave and vacation credits only during the time they are in receipt of SEB Plan benefits.

ARTICLE 19 – PAYMENT OF WAGES AND ALLOWANCES

19.01 Pay Days

a) The Employer shall pay employees by electronic deposit on or before the twenty-fifth (25th) day of each month.

b) Pay days for substitute employees shall be on or before the tenth (10th) of every month.

c) Wages are paid in accordance with Schedule "A" "Rates of Pay".

d) On each pay day, each employee shall be provided with an itemized statement of pay and other supplementary pay, and deductions.

19.02 Increments

Increment increases in accordance with Schedule "A" shall be effective the first of the month following the employee's date of hire or the employee's date of reclassification.

19.03 Travel Allowance

Employees shall be paid a travel allowance at Employer rates in accordance with Employer procedures.

19.04 Swim Suit Allowance

Those employees who are required to work with a designated student on a regular basis, in the therapeutic pool facility approved by the Employer will be reimbursed up to eighty ($80.00) dollars upon submission of receipts after six (6) months of performing those duties in a school year.

19.05 Boot Allowance

a) Upon submission of receipt to Human Resources, Technicians, Head Technician, Maintenance, Journeypersons shall be reimbursed the cost of CSA Safety approved boots to a maximum of one-hundred and fifty ($150) dollars per year.

b) Upon submission of receipt to Human Resources, caretakers shall be reimbursed the cost of appropriate work footwear to a maximum of one hundred dollars ($100.00) per year (prorated as per their FTE).

19.06 Recognition of Experience

Previous experience from outside the school division may be recognized within the established salary grid when filling Caretaker, Maintenance, Network Administrator and Bus Technician positions. This experience will be reflected by starting salary.

ARTICLE 20 – JOB CLASSIFICATIONS AND RECLASSIFICATIONS

20.01 Job Descriptions

The Employer shall through consultation with the Union create job descriptions for classifications covered by this Agreement.

20.02 No Elimination of Present Positions

The Union shall be consulted by the Employer prior to the elimination of existing positions or the creation of new positions.

20.03 Changes in Positions

Where the Union contends an employee is incorrectly classified or when a position not covered in Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiation. If the parties are unable to agree on the new position and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall be retroactive to the date of submission of the reclassification.

ARTICLE 21 – TERM OF AGREEMENT

21.01 Duration

This Agreement shall be effective from September 1, 2020 and shall remain in force until and including August 31, 2022 and from year to year thereafter unless written notice is given as provided in Article 21.03 "Written Notice".

21.02 Retroactivity

a) Salary retroactivity will be to September 1, 2020 and shall apply to all current, retired, laid off or deceased employees, for all applicable hours worked, as of September 1, 2020 to date of signing.

b) All other items will be effective at date of signing unless otherwise stated in the agreement.

21.03 Written Notice

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

ARTICLE 22 – GENERAL

22.01 Communication

a) **Correspondence**

Correspondence between the parties arising out of the Agreement shall pass to and from the Employee Relations Manager and the Union President unless otherwise specified in the Agreement. It is understood that the majority of correspondence between the Union and the Employer will be electronic.

b) **Bulletin Board**

The Union shall have a right to post notices of meetings and such other union notices of interest to the membership on existing designated bulletin board.

c) **New Employees and Copies of Agreement**

i) The Employer agrees to advise new employees with the terms of Article 4.01 "Union Security" and Article 5.01 "Dues Check-Off" of the Agreement.

ii) A Representative of the Union shall be given an opportunity to interview each new member within regular working hours, at a mutually agreed time of the employee and the Employer within the first month of employment without loss of pay for a maximum of fifteen (15) minutes for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union. The Employer shall provide a copy of the Collective Agreement to the employee at the time of hire.

22.02 Labour Management Committee

a) The Labour Management Committee shall consist of up to four (4) Union representatives and up to four (4) Employer representatives. An Employer representative and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

b) The Labour Management Committee shall meet at least quarterly with the objectives of achieving an improved employee and Employer relationship and a more effective and efficient work environment.

c) The Labour Management Committee shall not have jurisdiction over wages or any matter of collective bargaining. The Committee shall not supersede the activities of any committee of the Union or the Employer. The Committee shall have the power to make recommendations to the Union and the Employer.

d) Union representatives on the Labour Management Committee shall maintain full pay and benefits for time spent in meetings of the Committee.

22.03 Extra-curricular

Absence Code: ***Earned Day for Extra-Curricular***

*This code is only to be used after 25 hours of supervision has been approved (1/2 day for each 25 hours). It may NOT be used for absences to attend or supervise extra-curricular or school sponsored events.

Absences to supervise extra-curricular activities will be specific to the event and approved by the school. Please check with your Principal or Administrative Assistant for the correct absence code for the individual event.

The PSSD and CUPE Local 4254 recognize that extra-curricular activities are valued learning opportunities beneficial for all students.

a) Extra-curricular supervision shall be defined as supervision of and planning for approved voluntary student activities provided outside of the regular instructional classroom program.

b) Extra-curricular and overnight supervision activities to be offered will be locally determined and approved by the superintendent.

c) Employee involvement in extra-curricular activities is voluntary and requires the consent of the employee.

d) Employees who provide extra-curricular supervision shall receive compensation in the same manner as afforded to our teachers in the LINC Agreement.

e) Extra-curricular or overnight supervision compensation is earned in twenty-five (25) hour increments. An employee shall be compensated in one of the following ways:

i) An employee shall receive one-half (1/2) earned day off for each twenty-five (25) hour increment, to a maximum of two (2) full days.

ii) An employee shall receive the minimum sub rate for employee classifications that have a sub rate and Step 1 of the applicable salary grid for employee classifications which do not require substitutes. For clarification, the sub rate is the casual rate of pay for the applicable employee group.

iii) An employee providing overnight supervision of students will be compensated at eight (8) hours per night.

f) Extra-curricular hours and overnight supervision hours are to be submitted to the in-school administrator on a regular basis. Once submitted, time off may be taken as earned throughout the school year.

g) Earned days off are to be scheduled in consultation with the principal or the immediate supervisor.

h) Earned days off from one school year may be carried over for one year.

ARTICLE 23 – PRESENT CONDITIONS AND BENEFITS

23.01 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed or possessed insofar as they are consistent with this Agreement and the stated values in Employer policy but may be modified by mutual agreement between the Employer and the Union.

23.02 Continuation of Rights and Benefits in Amalgamations and Mergers

If there is an amalgamation, annexation or merger of the Employer, the Agreement shall remain valid.

ARTICLE 24 – BENEFITS

24.01 Pension Plan

The Employer and the employees will participate in the Municipal Employees' Pension Plan in accordance with the provisions of The Municipal Employees' Pension Act.

24.02 Workers' Compensation Pay Supplement

Where an employee is absent from work for medical reasons due to an accident, and is eligible for income replacement benefits pursuant to *The Workers' Compensation Act*, the Administrator shall pay to the employee their regular salary to a maximum period of two (2) years. The employee will arrange with the Workers' Compensation Employer to have their payments made directly to the Employer.

24.03 Employee Benefit Plan

a) Effective April 1, 2019, the Employer shall implement the SSBA Benefits Plan for all employees except those listed in Article 24.03 b) as follows:

Benefit Premium

- Life Insurance Plan B (75% Employer - 25% Employee)
- Accidental Death, Disease & Dismemberment (75% Employer - 25% Employee)
- Long Term Disability Plan C (75% Employer - 25% Employee)
- Dental Care Plan C (75% Employer - 25% Employee)
- Extended Health Plan B (75% Employer - 25% Employee)
- Vision Care Plan B (75% Employer - 25% Employee)
- Employee Family Assistance Plan (100% Employer)

Such that the premiums for the employee benefits plan shall be shared on a 25% - 75% basis between the employee and the Employer except for the Employee Family Assistance Plan where the Employer shall pay one-hundred percent (100%) of the premium.

b) The Employer shall implement the SSBA Benefits Plan for the Employee Groups as per Article 11.02:

Group B Technicians/Apprentice Technicians; Group C Journeymen/Apprentice Trades/Building Operators, Group D Maintenance and Group F Information Services as follows:

Benefit Premium

- Life Insurance Plan B (100% Employer)
- Accidental Death, Disease & Dismemberment (100% Employer)
- Long Term Disability Plan C (100% Employer)
- Dental Care Plan C (100% Employer)
- Extended Health Plan B (100% Employer)
- Vision Care Plan B (100% Employer)
- Employee Family Assistance Plan (100% Employer)

24.04 License Renewal, Examination and Medical Costs

The Employer shall be responsible for the cost of an initial medical and endorsement examination and once for each subsequent renewal upon submission of receipts for bus drivers and technicians. The Employer shall reimburse bus drivers and technicians upon submission of the driver's license renewal on an annual basis to a maximum of twenty-five dollars ($25.00). The Employer shall ensure that a bus is available for an endorsement examination.

24.05 Retroactive Pay for Terminated Employees

An employee who has served his or her employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages or other privileges.

ARTICLE 25 – BUS DRIVERS

25.01 General Responsibilities

The general responsibilities of a driver include:

a) from the bus's home base to the first pick up time shown on the driver's pick up and drop off schedule and thereafter on the route approved by the Employer to the school and using the shortest possible route approved by the Employer, from the school to the bus's home base; and

b) from the bus's home base using the shortest possible route approved by the Employer, to the school and from the time of leaving the school to the final drop point shown on the driver's pick up and drop off schedule on the route approved and return to the bus's home base using the shortest possible route approved by the Employer; and

c) time for cleaning, warm up, circle check, fuel up and completion of the log book.

d) Bus drivers who take their buses home will be paid mileage from their home.

25.02 Approved Drivers

a) The bus driver shall inform the Conveyance Manager or designate of any absences as soon as reasonably possible.

b) The regular driver shall select a spare driver who has been preapproved for their area for a period of up to and including five (5) working days. If a spare diver cannot be arranged by the regular driver, the regular driver shall inform the Conveyance Manager or designate as soon as reasonably possible.

c) If a pre-approved spare driver cannot be arranged by the regular driver (i.e. Illness, compassionate or other unforeseen event), the regular driver shall inform the Conveyance Manager or designate as soon as reasonably possible. The Conveyance Manager or designate shall select the spare driver.

25.03 Bus Wash and Cleaning

The Employer will provide cleaning supplies including CSA approved gloves and safety glasses to bus drivers and the Employer will reimburse bus drivers for the cost of washing buses.

25.04 Bus Driver Allowances

a) Authorized Plug-ins Per Year: Two hundred dollars ($200.00). Rates shall increase as per SaskPower rates effective the month following the increase.

b) Annual Bus Pick Up and Drop Off: regular per kilometre rate, minimum of three (3) hours at minimum wage.

c) Bus Servicing Trip: regular per kilometre rate plus wait time, minimum of three (3) hours at minimum wage.

d) Wheelchair Service: Seven dollars ($7.00) per student per day.

e) Wait Time: minimum wage.

25.05 Charters

a) A charter trip includes but is not limited to:

i) extra-curricular (i.e. Sports, Band)
ii) practical and applied arts
iii) work experience
iv) co-curricular (i.e. Therapeutic/recreational swim program, riding program)

The parties agree that the Employer is not precluded from the occasional hire of private transportation and/or obtaining volunteer drivers, in accordance with Article 25.05 a) when coordinated at the school level.

b) Charters shall be assigned on a rotational basis of those drivers wishing to be included on charter call-out list.

i) The charter call-out list shall be generated from those drivers who have indicated their availability at the start of the school year and shall be listed alphabetically by surname.

c) Charter Allowances

i) drivers shall be paid the charter base rate for the first three hours plus the charter kilometre rate of .239

ii) any hours above the three hours shall be paid at the standby rate of current minimum wage

iii) drivers will be paid their expenses as per Employer approved rates when they must remain overnight on an extra-curricular or co-curricular trip

iv) drivers who transport students in wheelchairs shall receive additional compensation per wheelchair per day as outlined in Article 25.04.

ARTICLE 26 – APPRENTICESHIP

26.01 The Employer may designate apprenticeship positions at any time and in certain trades if a Journeyperson posting cannot be filled either internally or externally. The minimum level to be considered by the Employer will be second year apprentices.

a) Apprentice employees shall be hired in accordance with Article 9.01 and shall be entitled to the same rights and benefits as other permanent employees.

b) As a requirement to entering an apprenticeship program, the employee and the Employer must follow all items within *The Saskatchewan Apprenticeship and Trade Certification Act*.

c) Copies of this contract shall be forwarded to the Union, the Employer and the apprentice.

26.02 Apprentice employees, approved under the provisions of *The Saskatchewan Apprenticeship and Trade Certification Act*, shall receive:

- Second year apprentice – 70% of journeyperson wage as outlined in Schedule A
- Third year apprentice – 80% of journeyperson wage as outlined in Schedule A
- Fourth year apprentice – 90% of journeyperson wage as outlined in Schedule A

26.03 When an apprentice employee is required to complete technical training, the employee shall submit a leave request to Human Resources for approval for an unpaid leave of absence.

Supplementary Employment Benefits (SEB)

- Verification that the employee has applied for and is in receipt of Employment Insurance (EI) benefits will be made before SEB payments are paid.

- The period an apprentice employee is eligible for the SEB plan benefits under 'Apprentice Employees' will be as outlined by *The Saskatchewan Apprenticeship and Trade Certification Act* up to a maximum of 10 weeks.

- The amount of SEB Plan benefits provided shall be the amount required to supplement the employee's Employment Insurance benefits to 95% of their salary entitlement, subject to the usual deductions required.

26.04 Where an individual employed under the Program has not achieved minimum trade standards or requirements, the contract will be terminated.

a) The term may be extended if the failure is due to extenuating circumstances.

b) An employee who transfers into an apprenticeship position and who is unable to achieve the minimum trade standards or requirements, shall be placed in a position within their former job classification.

c) Reasons for termination will include but is not limited to:

i) Failure to obtain a final passing grade at any level of trade certification training program on the second attempt.

ii) Failure to obtain a final passing grade at the Journeyperson Trade examination on the second attempt.

iii) Failure to be awarded Journeyperson Trade status upon completion of all formal trade requirements.

ARTICLE 27 – EDUCATIONAL ASSOCIATES

a) Educational Associates who have completed provincially recognized programs such as:

- Educational Assistant
- Rehabilitation Worker
- Youth Care Worker
- Early Childhood Education
- Recreation Technology
- Nursing
- Licensed Practical Nurse
- Home Care/Special Aid
- Bachelor or Diploma of Social Work
- Any other university Bachelor degree

shall be classified and paid at the Educational Associate II Level in Schedule "A" Rates of Pay of the Agreement.

b) Employees who have other post-secondary educational qualifications may have their qualifications reviewed by the Employee Relations Manager for possible reclassification to Educational Associate II.

SCHEDULE 'A'

RATES OF PAY
September 1, 2020 to August 31, 2022

		Effective September 1, 2020		Effective September 1, 2021	
Position	**Step**	**Hourly**	**Monthly**	**Hourly**	**Monthly**
Admin Assistant	**1**	$18.06	$3,034.08	$18.33	$3,079.44
	2	$19.09	$3,207.12	$19.38	$3,255.84
	3	$20.16	$3,386.88	$20.46	$3,437.28
	4	$21.86	$3,672.48	$22.19	$3,727.92
Bus Driver	**1**	$56.33	$1,087.17	$57.17	$1,103.38
(Daily rate)	**2**	$58.89	$1,136.58	$59.77	$1,153.56
	3	$61.42	$1,185.41	$62.34	$1,203.16
	4	$63.93	$1,233.85	$64.89	$1,252.38
* per km rate, min. 105 km		$ 0.1428*		$ 0.1428*	
Assistant Caretaker	**1**	$17.77	$3,080.07	$18.04	$3,126.87
	2	$18.74	$3,248.20	$19.02	$3,296.74
	3	$19.69	$3,412.87	$19.99	$3,464.87
	4	$20.66	$3,581.00	$20.97	$3,634.73
Head Caretaker	**1**	$19.92	$3,452.73	$20.22	$3,504.73
	2	$20.89	$3,620.86	$21.20	$3,674.60
	3	$21.84	$3,785.53	$22.17	$3,842.73
	4	$22.81	$3,953.66	$23.15	$4,012.59
EA 1	**1**	$17.23	$2,046.92	$17.75	$2,108.70
	2	$18.23	$2,165.72	$18.78	$2,231.06
	3	$19.24	$2,285.71	$19.82	$2,354.62
	4	$20.30	$2,411.64	$20.91	$2,484.11
EA 2	**1**	$18.43	$2,189.48	$18.98	$2,254.82
	2	$19.42	$2,307.10	$20.00	$2,376.00
	3	$20.44	$2,428.27	$21.05	$2,500.74
	4	$21.60	$2,566.08	$22.25	$2,643.30
Network	**1**	$28.55	$4,948.57	$28.98	$5,023.10
Administrators	**2**	$30.09	$5,215.50	$30.54	$5,293.50
	3	$33.22	$5,758.02	$33.72	$5,844.69
	4	$34.77	$6,026.68	$35.29	$6,116.82
Receptionist - Bus	**1**	$19.82	$3,435.40	$20.12	$3,487.40
Garage	**2**	$21.17	$3,669.40	$21.49	$3,724.86
	3	$22.52	$3,903.39	$22.86	$3,962.32
	4	$23.89	$4,140.85	$24.25	$4,203.25
Accounting Assistant	**1**	$24.10	$3,916.25	$24.46	$3,974.75
Executive Assistant -	**2**	$25.39	$4,125.88	$25.77	$4,187.63
Division Office	**3**	$26.67	$4,333.88	$27.07	$4,398.88
Payroll Assistant	**4**	$27.95	$4,541.88	$28.37	$4,610.13

		Effective September 1, 2020		Effective September 1, 2021	
Position	**Step**	**Hourly**	**Monthly**	**Hourly**	**Monthly**
Executive Assistant -	**1**	$24.16	$4,187.65	$24.52	$4,250.05
Bus Garage	**2**	$25.45	$4,411.25	$25.83	$4,477.11
	3	$26.75	$4,636.58	$27.15	$4,705.91
	4	$28.02	$4,856.71	$28.44	$4,929.51
Receptionist - Division	**1**	$19.77	$3,426.73	$20.07	$3,478.73
Office	**2**	$21.12	$3,660.73	$21.44	$3,716.20
	3	$22.47	$3,894.73	$22.81	$3,953.66
	4	$23.83	$4,130.45	$24.19	$4,192.85
Executive Assistant -	**1**	$24.10	$4,177.25	$24.46	$4,239.65
Facilities	**2**	$25.39	$4,400.85	$25.77	$4,466.71
	3	$26.67	$4,622.71	$27.07	$4,692.04
	4	$27.95	$4,844.57	$28.37	$4,917.37
Maintenance	**1**	$20.42	$3,539.40	$20.73	$3,593.13
Technician	**2**	$22.02	$3,816.73	$22.35	$3,873.93
	3	$23.62	$4,094.05	$23.97	$4,154.72
	4	$25.21	$4,369.65	$25.59	$4,435.51
1. Journeyman					
Bus Tech/Carpenter		$33.93	$5,881.09	$34.44	$5,969.49
Building Operator		$33.22	$5,758.02	$33.72	$5,844.69
Head Tech		$37.42	$6,486.01	$37.98	$6,583.07
2. Journeyman					
Electrician / Plumber		$34.63	$6,002.42	$35.15	$6,092.55
*** Community School Coordinator**		$37.12			

***As per Class III of the Saskatchewan Teachers' Federation Collective Bargaining Agreement.**

Accounting Assistants, Executive Assistant 1, Executive Assistant 2, and Payroll Assistant positions have been condensed into one 4-step grid. Those at step 5 of the former Accounting Assistant, Executive Assistant 2, and Payroll Assistant grid will remain at their current rate.

Substitute Rate: The substitute rate of pay shall be equal to Step 1 on the grid of the applicable employee group.

Signed this 23rd day of August, 2021

On behalf of the Union:	On behalf of the Board:
Monica Neale	Grace J Weidrich
[illegible]	Ken Crash
Tanya Fry	[illegible]
	J Zwaan

kd/cope 491
https://cupe.sharepoint.com/sites/SaskatchewanStaff/Shared Documents/Locals/4254 Prairie Spirit School Division No 206/COLLECTIVE AGREEMENTS/2020-2022/Collective_Agreement_CUPE_Local_4254_2020_09_01_to_2022_08_31.docx