COLLECTIVE AGREEMENT

The Board of Education of the Regina School Division No. 4 of Saskatchewan

and

The Canadian Union of Public Employees, Local 3766

CUPE

September 1, 2024 – August 31, 2027

2024-2027

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ARTICLE 1 – DEFINITION

1.01 A 'permanent employee' is one who has successfully completed the probationary period.

1.02 A 'probationary employee' is one who has been employed to fill a permanent position and has not completed the probationary period.

1.03 A 'temporary employee' is one who is employed for a specified period of time not to be less than two (2) months and not to exceed ten (10) months to:

a) replace an employee on leave,

b) fill a position that is funded for a defined period through a time-limited funding arrangement, or

c) fill time-limited operational requirements to meet the needs of students and/or the school.

1.04 A 'casual employee' is one who has been employed for short periods of time of less than two (2) months.

In cases of illness, or in such other situations as the Division and the Union may agree to from time to time, a casual employee who has been filling a leave may be assigned a temporary contract for the entire term of the leave without posting in accordance with Article **13**.

ARTICLE 2 – PURPOSE

2.01 The purpose of this Agreement shall be to establish through negotiations, terms and conditions of employment, including rates of pay, hours of work, and a method of resolving grievances; and to establish a harmonious relationship between the Division and the Union.

ARTICLE 3 – SCOPE

3.01 This Agreement shall apply to all those employee classifications of the Division, who, by order of the Saskatchewan Labour Relations Board, are to be represented by the Union.

ARTICLE 4 – RECOGNITION

4.01 The Division recognizes the Union as the collective bargaining agency for the employees covered by this Agreement. The Division and the Union shall have the right at any time to have the assistance of persons not members of the Division or the Union in connection with any negotiations pursuant to this Collective Agreement.

4.02 No employee specified in section 3.01 shall be required or permitted to make any written or verbal agreement with the Division or its representatives which conflicts with the terms of this Collective Agreement.

ARTICLE 5 – UNION SECURITY

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

5.02 The services of an employee shall be terminated within five (5) working days upon the request of the Union, should such employee fail to apply for Union membership as required above, or withdraw from the Union, or fail to maintain membership in the Union in any manner, subject to 5.01.

5.03 The Division agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in Articles 5 and 6.

5.04 An Officer of the Union shall be given **the** opportunity to **hold a meeting with members in each school** for a maximum of one (1) hour **within non-student days** during the **school start-up period. The Division and the Union will work together to arrange mutually agreeable times. Meetings will be held within regular working hours and without loss of pay.**

The Union will be offered the opportunity, within regular working hours, without loss of pay, to make a presentation to new employees during Division orientation sessions.

ARTICLE 6 – CHECK-OFF UNION DUES

6.01 The Division agrees that, upon the written request of an employee, and upon the written request of the Union, Union initiation fees, semi-monthly dues and assessments shall be deducted on behalf of all employees in accordance with the Union bylaws. Such monies shall be made payable to the Union, and forwarded to the Secretary-Treasurer of the Union not later than ten (10) days following the end of each semi-monthly pay period, accompanied by a list indicating the name of each employee, the amount deducted, and earnings used for the calculation. Casual employees shall be so noted.

6.02 The Employer will report to each employee the amount of Union dues deducted for that employee on an annual basis.

ARTICLE 7 – OCCUPATIONAL HEALTH AND SAFETY

7.01 The Union and the Employer shall comply with all Occupational Health and Safety provisions of provincial legislation in a collaborative and cooperative manner.

7.02 Employees participating on a Joint Occupational Health and Safety Committee shall suffer no loss of pay or benefits.

ARTICLE 8 – VIOLENCE IN THE WORKPLACE

8.01 The Division 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.

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

8.03 The Division will maintain and implement Administrative Procedure 408 on violence that includes disclosure of the nature and extent of risk from violence, education, training and procedures for resolving situations that occur.

ARTICLE 9 – NO DISCRIMINATION

9.01 The Division and the Union recognize the right of employees to work in an environment free of harassment in accordance with provincial legislation and free from discrimination in accordance with *The Saskatchewan Human Rights Code and Regulations*.

9.02 The Division **and their representatives** agree that there will be no interference, restriction or coercion exercised or practiced with respect to any employee by reason of the employee's membership in a trade union.

ARTICLE 10 – LEAVES OF ABSENCE

10.01 10.01.01 Leave for Union Officers

Leave of absence, without pay, but without loss of seniority, shall be granted by the Division to employees elected or appointed to represent the Union at Union conventions, workshops or seminars, provided that the Union gives five (5) days' notice and that such leave will not be used to the detriment of the Division. Notwithstanding the above, the Division may grant such leave on less than five (5) days' notice.

10.01.02 The Union President shall be granted the equivalent of three (3) days of leave without loss of pay per school year for the purposes of Union business such as the investigating or processing of grievances. Such absences must be scheduled in advance with the appropriate out-of-scope supervisor and the Superintendent of Human Resources. Permission for such absences will not be unreasonably withheld.

10.02 General Leave

The Division may grant leave of absence without pay and without loss of seniority to any employee requesting such leave; such request to be in writing, fully outlining all relevant circumstances. Upon return to service, the employee shall be placed in the employee's former position, or, if that position no longer exists, in a position equivalent to that which **the employee** held prior to the leave.

10.03 Negotiating

An employee shall suffer no loss in salary for time spent from duties for the purpose of negotiations with the Division or its representatives, or for participation in grievance, conciliation or arbitration proceedings on matters arising out of this Agreement. Contract negotiations shall be conducted during working hours, with leave **and** with pay for up to five (5) Union members.

10.04 Maternity, Parental and Adoption Leave

10.04.01 Maternity, Parental and Adoption Leave without pay shall be granted in accordance with provincial legislation.

10.04.02 Additional leave without pay may be granted when mutually agreed by the Division and the employee.

10.04.03 Supplemental Employment Benefits (SEB) Plan

a) In recognition that there will be a physical and/or mental health related portion of any maternity leave during which a woman may be medically unfit for duty as an employee due to pregnancy, delivery or post-delivery, such employee shall be eligible for SEB Plan benefits if she is:

- on maternity leave;
- medically unfit for duty for health-related reasons due to pregnancy, delivery or post-delivery; and
- in receipt of Employment Insurance benefits or serving the waiting period.

b) Effective September 1, 2013, every employee who is eligible for SEB Plan benefits in accordance with **10**.04.03 a) shall be entitled to such benefits for a period of seventeen (17) weeks commencing the date of delivery,

without being required to provide medical evidence. SEB Plan benefits will only be paid for days for which employees would normally receive pay.

c) A female employee shall apply to the Employer for SEB Plan benefits, using forms established by the Employer, no later than one hundred and twenty (120) calendar days following the birth of her child.

d) The amount of SEB Plan benefits provided shall be the amount required to supplement the employee's Employment Insurance benefits to ninety-five percent (95%) of her salary entitlement, subject to the usual deductions required.

10.05 Paternity Leave or Adoption Leave with pay

10.05.01 Upon request, an employee shall be granted leave, with pay, for a period of up to three (3) days for Paternity Leave.

Paternity Leave may be used as follows:

a) To attend at the birth of the child;
b) To be present when the mother and child return from the hospital;
c) To be present at the hospital on the day following delivery if it falls on a work day; or
d) A combination of a) b) and c) totalling three (3) days.

Notwithstanding the above, the Division may grant additional leave should circumstances warrant.

10.05.02 An employee who is adopting a child shall be, upon written request, granted leave with pay for a period of up to three (3) days of work to take custody of the child.

10.06 Educational Leave

An employee may be granted leave (with pay, if necessary) to attend a class, workshop, or seminar, which is deemed appropriate to meet the needs of the system as identified by the Division. In such cases, the employee shall be reimbursed for the cost of tuition and may also be reimbursed for the cost of required materials.

10.07 Compassionate Leave

Compassionate Leave, with pay, shall be granted to an employee:

10.07.01 for a period of up to and including five (5) working days in the event of serious illness and/or death in the immediate family, if required; immediate family being defined as spouse, fiancé(e), parent, sibling, child,

parent-in-law, sister or brother-in-law, daughter- or son-in-law, grandchild, grandparent, grandparent of spouse and parent surrogate. Serious illness which is followed by the death of a family member will be considered as two (2) separate leave situations. Serious illness shall be defined as surgery under general anesthetic or any situation in which a physician indicates the situation is potentially life threatening.

For the purposes of this subsection, 'child' includes step-child, in those cases where the employee's spouse has either full or joint custody, or the child is an adult, and the employee has been actively involved in the upbringing of the step-child.

10.07.02 for a full day, if needed, to attend the funeral of a friend or extended family member.

10.07.03 An employee may request additional time with pay if attendance at the funeral involves extensive travel. Requests would be considered based on the most efficient means of transportation to minimize time away from work.

10.07.04 The Division may grant compassionate leave in instances other than the immediate family.

10.08 Special Leave

Special Leave, with pay, may be granted to an employee:

10.08.01 for three (3) days per school year, if necessary, for pressing personal matters - i.e. matters which cannot be resolved without personal attendance. They must be emergent, or of such nature that they must take place during work hours.

10.08.02 for absence from work due to events considered Acts of God;

10.08.03 to attend cultural and athletic activities at the provincial or national level at which the employee's presence is required;

10.08.04 to attend university convocations, secondary or post-secondary graduations, involving self, spouse, sons, daughters, brothers, sisters, sons-in-law, daughters-in-law, grandchildren or parents;

10.08.05 to attend one (1) retirement function per year for each of self, spouse, father, mother, brother or sister;

10.08.06 to attend important meetings of voluntary community organizations in which the employee holds a key office;

10.08.07 to write examinations to upgrade employment qualifications.

10.08.08 to attend the writing of Canadian Citizenship Exams and/or swearing in ceremonies of new Canadians involving self, spouse, sons, daughters, or parents, which will be limited to a total of three (3) such leaves in a career.

10.09 Judicial Leave

Leave of absence with pay shall be granted to an employee:

10.09.01 who is required to appear for jury selection or duty;

10.09.02 who is subpoenaed or summoned to appear in court or at a coroner's inquest or before a Tribunal or Board of Reference;

10.09.03 an employee shall be granted leave with pay for a period of up to and including five (5) working days per year in order to attend examinations for discovery, pre-trial conferences or trials in the following actions to which the employee is a party;

a) matrimonial property;
b) child custody or access;
c) maintenance or support;
d) divorce;
e) damages for personal injury.

Notwithstanding the above, the Division may grant additional leave should circumstances warrant.

The provision shall only apply to employees who cannot make appointments for such leave other than during the employee's regularly scheduled hours of work.

10.10 Compassionate Care Family Leave

a) Upon request, an employee may be granted a leave of absence without pay for up to twenty-eight (28) weeks to provide compassionate care to look after a family member who has a serious medical condition with a significant risk of death. Approval of the leave will not be unreasonably denied.

b) Family member is defined to include a legal or common law spouse, a child of the employee or the employee's spouse, and a parent or spouse of a parent.

c) 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.

d) An employee may request an extension without pay to the Compassionate Care Family Leave.

10.11 Employees may request up to five (5) days of unpaid leave per school year; the timing of the leave must be discussed with the principal prior to submission of the request to the Superintendent of Human Resources. In exceptional circumstances one (1) extra day of leave may be granted. Once in a career, an employee may request up to ten (10) days of unpaid leave in a school year for a personal trip or special event.

ARTICLE 11 – GRIEVANCE PROCEDURE

Definition: A grievance shall be defined as any dispute or disagreement between the Division and the Union or any member(s) of the Union regarding the interpretation, meaning, operation, application or alleged violation of this Agreement.

11.01 Union members shall endeavour to settle grievances through appropriate administrative channels before a formal claim is filed.

11.02 Step 1:

Should such attempts fail to resolve the matter, the Union may file the grievance with the Superintendent, Human Resources, within twenty (20) working days from the event giving rise to the grievance. The Superintendent, Human Resources, shall arrange a meeting with the Union within **ten (10)** working days of the filing of the grievance. The Superintendent, Human Resources, shall give a written decision within **ten (10)** working days of the meeting or within such other mutually agreed upon time.

11.03 Step 2:

Failing satisfactory resolution in Step 1 or in the event that the Superintendent, Human Resources does not render a decision within the period prescribed above, the Union may, within ten (10) working days, then refer the written grievance **and redress sought** to the Deputy Director/Chief Financial Officer or designate.

The Deputy Director of Division Services/CFO shall arrange for a meeting with the Union within ten (10) working days of the Step 2 written notification and shall give a written decision within then (10) working days of the meeting or within such other mutually agreed upon time.

11.04 Step 3:

Failing satisfactory resolution in Step 2 the Union may within ten (10) working days of receipt of the decision of the Deputy Director/Chief Financial Officer **advise that the Union requests the** grievance and redress sought **be submitted** to the Board.

The Step 3 grievance shall be added to the next regular meeting **agenda** for consideration **and** the Union may have its representative and the employee or employees concerned present at the **Board** review hearing. A decision of the Board with respect to the grievance will be forwarded within ten (10) working days from the review date or within such time as may be mutually agreed upon.

11.05 Step 4:

Any grievance which is not settled by the procedure set out above, may be referred to a Board of Arbitration by either party to this Agreement. Application for the establishment of a Board of Arbitration must be made by either party within ten (10) working days from the date the decision of the **Board** is rendered.

The Board of Arbitration shall be set up in accordance with provincial legislation.

When either party applies for the establishment of a Board of Arbitration, each party shall pay the fees and expenses of their own nominee and witnesses (if any), and shall pay one-half (½) of the cost of the fees and expenses of the Chairman.

11.06 Grievance Time: Any request to extend the time limits specified in Article **11** shall be in writing and shall be subject to mutual agreement by the parties.

11.07 Accessibility to Division Premises/Documents: All reasonable arrangements will be made to permit a Union officer, who is in the process of presenting a grievance, to have access to any part of the Division's premises to view any working conditions which may be relevant to the settlement of a grievance. The Union shall also be provided, upon request, Division documents relevant to the settlement of a grievance as per *The Freedom of Information Act.*

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

ARTICLE 12 – SENIORITY

12.01 Definition

Employees employed at June 30, 2006, had their years and days of service converted to a date based on a calendar date conversion, which henceforth became their seniority date.

Seniority is defined in the bargaining unit as outlined in the following provisions:

a) Seniority for all newly hired permanent employees shall date from the commencement of employment upon successful completion of probation as per Article **12**.03.

b) Newly hired temporary employees shall be assigned their date of commencement of employment to be used in the event that said temporary employees are appointed to a permanent position within eight (8) working months of the last day worked. In such an event, the date of commencement of temporary employment shall become their seniority date upon successful completion of probation as per Article **12**.03.

c) Any employee who had permanent status and resigned and is re-employed into a permanent position within twelve (12) months of that resignation will not be required to serve the probationary period in accordance with Article **12**.03. They will have their seniority date re-instated in accordance with Article **12**.01 effective the day they recommence employment in a permanent position.

d) Should two (2) or more employees have the same date of hire, the tie shall be broken by a random electronic process conducted by the Human Resources Department.

12.02 Loss of Seniority

All rights of employment, recall and seniority shall terminate:

a) the effective date of resignation, when an employee resigns,

b) the date of dismissal, if an employee's employment is terminated, unless the employee is returned to work under the provisions of the Grievance Procedure, or

c) Fourteen (14) months after the effective date of layoff, if an employee is laid off.

An employee shall not lose seniority rights if absent from work on a leave of absence approved by the Division.

12.03 Probation

All new employees appointed to permanent positions shall be regarded as probationary employees for the first (1st) six (6) months for which payment has been received. During the probationary period, the employee shall have no seniority or bidding rights, and the Division has the right to discharge the employee for general unsuitability.

In order to successfully complete the probationary period, the employee must have remained in the same position for the entire period.

If the employee completes the probationary period satisfactorily, and is retained, seniority shall commence retroactively to the date of employment.

12.04 Information to the Union

The Union President shall be advised, electronically or by letter, of the appointment of new employees and/or the subsequent change in employment status of employees covered by this Agreement within ten (10) working days of the change in employment.

The Division agrees to provide the Union President, by October 15th of each year, an electronic report including the names, phone numbers and addresses of all Union employees (including those on leaves of absence), the name of the school to which they are assigned and their respective classifications as of October 1st of that year.

12.05 Seniority List

The Division agrees to prepare and distribute in the month of October of each year, or at such other time as may be mutually agreed upon, a list of the names of all employees, including those on an approved leave of absence, indicating their respective positions and seniority standing as of July 1 of that year. Employees shall have ten (10) days from date of receipt of the list to indicate errors.

Upon the establishment of errors, corrections shall immediately be made, and the Division shall, by December, supply the Union with a copy of the corrected seniority list.

12.06 Layoff

a) In the event that the Division determines that the layoff of employees is necessary, the Division shall lay off employees in inverse order of their seniority. However, the employee with least seniority shall not necessarily be laid off if the necessary qualifications, experience and ability to perform the duties of the position in question are not held by an employee with greater seniority.

   Where a permanent employee bids into a temporary position, and that position expires prior to the employee successfully bidding into another position, the employee shall be laid off subject to the recall period specified in subsection **12**.02 c).

b) Where the needs of a school result in a decrease of one or more permanent employees within job classifications of:

   i) Special Education Assistant I
   ii) Special Education Assistant II
   iii) Developmental Classroom Assistant
   iv) Structured Learning Classroom Assistant

The Division shall have the right to reassign the permanent employees in inverse order of seniority. However, the employee with least seniority shall not necessarily be reassigned if the necessary qualifications, experience and ability to perform the duties of the position in question are not held by an employee with greater seniority within the school.

12.07 Notice of Layoff

The Division may lay off an employee in accordance with provincial legislation.

12.07.01 For the information of employees, the present legislation indicates that employees are entitled to notice as follows:

a) one (1) week's written notice, where the period of employment is more than thirteen (13) consecutive weeks, up to one (1) year;

b) two (2) weeks' written notice, where the period of employment is more than one (1) year, up to three (3) years;

c) four (4) weeks' written notice, where the period of employment is more than three (3) years, up to five (5) years;

d) six (6) weeks' written notice, where the period of employment is more than five (5) years, up to ten (10) years;

e) eight (8) weeks' written notice, where the period of employment is more than ten (10) years.

If notice is not provided as required, employees shall receive pay in lieu of notice.

12.07.02 Employees who work on the basis of the school year shall be deemed to be laid off for the school vacation periods. For permanent employees in positions which were posted without end-dates, recall following the school vacation periods shall be automatic unless the Division has served layoff notice in accordance with Article **12**.07.01. This Article will serve as notice of layoff and recall for the school vacation periods. Article **12**.07.01 does not have application in these situations.

12.08 It is agreed that the Division may permanently extend an employee's work week by 0.3 (1½ days per week) in any one (1) school year (July 1 to June 30), without posting in accordance with Article **13**.

12.09 The Division may employ individuals on a casual basis, subject to the following conditions:

12.09.01 The Division will endeavour to employ, in order of seniority, laid off employees whenever such employees have the necessary qualifications, experience and ability to perform the duties of the position(s) in question.

12.09.02 All newly hired casual employees shall have no seniority date assigned. Casual service shall be credited for incremental purposes upon appointment to a temporary or probationary position.

12.09.03 A casual employee who does not work for the Division for a period of three (3) calendar months, not including the summer months, will be terminated. Exceptions may be granted by the Superintendent of Human Resources, or designate, if the employee submits a request in writing a minimum of one (1) calendar month prior to the expiry of the three (3) month period in which the employee has not worked.

ARTICLE 13– PROMOTIONS AND VACANCIES

13.01 Postings

13.01.01 The Human Resources Department shall post notice of new positions, maternity/parental/adoption leaves, and positions declared vacant. A permanent increase in excess of 0.3 (1½ days per week) work time will necessitate the posting of that position.

13.01.02 Vacancies shall be electronically posted for five (5) school days. Vacancies posted in the summer months shall be posted once in July and once in August for fourteen (14) calendar days.

13.01.03 No vacancies will be posted during the layoff periods except those issued in the summer months.

13.01.04 All postings shall set forth the job classification, the hours of work, salary range, job location (if known), and anticipated starting date for the position.

13.01.05 Where a Special Education Assistant has been assigned to work with only one (1) specific student, and that student transfers to another school, the position shall not be deemed vacant, and the assistant shall be transferred along with the student.

13.02 Employees shall be entitled to bid for positions or vacancies by means of electronic application which is to be submitted to the Human Resources Department. Any application received after the posted closing date may not be considered.

13.03 Promotions

13.03.01 **a)** The Division shall endeavour to fill posted positions from **qualified** Union applicants who have successfully completed the probationary period. Seniority (up to and including the closing date of the posting) shall be the determining factor when selecting the successful applicant(s) whenever two (2) or more applicants have the necessary qualifications, experience, and ability to perform the required duties of the position(s).

b) **If there is no qualified Union applicant who has successfully completed the probationary period, the Division shall endeavor to fill posted positions from qualified temporary employees. Date of commencement of temporary employment shall be the determining factor when two or more applicants have the necessary qualifications, experience, and ability.**

c) **Temporary employees shall be assigned a date of commencement of temporary employment. If there is a break in temporary employment of greater than eight (8) working months, and the employee is awarded a new temporary contract, the employee will be assigned a new date of commencement of temporary employment.**

13.03.02 **For postings advertised from May to August and beginning in the following school year, applications from employees who have already successfully bid into two (2) positions, may be set aside in favour of an application from a less senior applicant.**

Applications for posted positions which begin within that same school year from employees who have already successfully bid into two (2) positions within that same school year, may be set aside in favour of an application from a less senior applicant.

13.03.03 If there is no qualified Union applicant, the Division may fill the position from outside the bargaining unit. **Qualified casual employees will be considered before filling from outside the bargaining unit.**

13.03.04 All Union applicants will be notified of the disposition of the posting within ten (10) days of the closing date. The successful applicant will be placed in the position on a date to be determined by the Division. In determining the effective date, the emotional and mental well-being of the student(s) and the employee, and the needs of the school(s) shall all be given due consideration. The Division may appoint a casual employee to new or vacant position (from existing employees or those employees on layoff, if possible), until such time as the Division transfers the successful applicant.

13.03.05 The President of the Union will be notified of the disposition of the posting and provided with a list of all Union applicants within ten (10) days of the closing date.

13.04 Employees transferred to new or vacant positions in a different job classification, may be required to serve a trial period of sixty (60) school days. If an employee fails to satisfactorily complete the trial period, the employee will be offered alternate employment within their previous pay classification.

Employees required to serve a trial period shall be so informed in the letter of appointment.

13.05 In the event of an absence of an employee, another employee may be required to temporarily fill the vacancy. In such event, the temporarily assigned employee, after replacing the incumbent for three (3) consecutive assigned working days, shall, beginning on the fourth (4th) consecutive day, receive the minimum rate of pay assigned to the incumbent's job classification, or shall continue to receive his/her usual rate of pay, whichever is the greater.

ARTICLE 14 – VACATION PAY

14.01 Every employee shall be entitled to vacation pay as follows:

a) After one (1) year of service, 3/52 of total gross earnings.

b) After eight (8) years of service, 4/52 of total gross earnings.

c) After sixteen (16) years of service, 5/52 of total gross earnings.

d) After twenty-four (24) years of service, 6/52 of total gross earnings.

Gross earnings shall be determined as the total salary earned for the period beginning with July 1 of one (1) year to the end of June of the next year.

14.02 Vacation pay shall be payable on January 31, May 31, and June 30 of each school year, or upon termination of employment.

14.03 Any annual holidays as may be provided under provincial legislation shall be taken during the periods of school closure at the Christmas, Spring and Summer vacation times as provided by The Education Act.

ARTICLE 15 – DAYS OF WORK

15.01

Classification	Days of Work
Special Education Assistant I & II	192
Teacher Associate	192
Developmental Classroom Assistant	192
Structured Learning Assistant	192
DHH Assistant I, II	192
Interpreter-DHH Assistant III	**192**
Food Service Assistant	192
Community School Nutrition Coordinator	192
Food Services Technician	192
Science Assistant	192
Administrative Assistant	194
Clerical Assistant	194
Resource Centre Assistant	194
Braillist I, II, III	194
Speech Language Assistant	194

15.02 Each school year, the Union and the Employer shall mutually determine the specific days of work for each classification for the upcoming school year, within the dates set out in the school calendar.

15.03 If an employee is requested by the principal or, in the case of employees based at the Education Centre, the out-of-scope supervisor, and agrees to work more than the number of days in Article **15**.01, the employee shall be paid at straight time for the hours worked.

15.04 Where it is mutually agreeable to the employee and the Division, an employee may be granted leave, with pay, in lieu of payment for extra hours worked.

15.05 **a)** In the event that an Administrative Assistant is requested by the school principal to work immediately prior to the commencement of the school year and agrees to do so, the Administrative Assistant shall be paid for up to **five (5)** additional days as per the provisions of Article **15**.03 **and/or 15.04.**

b) Any additional hours assigned to Administrative Assistants must be authorized in advance by the principal with approval of the Superintendent of Human Resources and will be compensated for in accordance with the terms of the Agreement.

ARTICLE 16 – OVERTIME

16.01 If the Division requires an employee to work in excess of seven (7) hours and twenty (20) minutes per day, or thirty-six (36) hours and forty (40) minutes per week, the employee

shall receive, in addition to all other amounts due, pay at the rate of time and one-half (1½) for each extra hour worked.

16.02 All overtime must be authorized, in advance, by the principal or, in the case of employees based at the Education Centre, the out-of-scope supervisor.

16.03 Where it is mutually agreeable to the employee and the Division, an employee may be granted leave, with pay, in lieu of payment for overtime hours worked, on the basis of one and one-half (1½) hours for each hour worked.

ARTICLE 17 – REST PERIODS

17.01 Every employee may take one fifteen (15) minute rest period while in attendance at each half-day of work. The time at which rest periods may be taken shall be determined by the Division.

ARTICLE 18 – ALLOWANCES

18.01 An employee authorized by the Division to act as a noon-hour supervisor or a playground supervisor shall be paid at the rate of **($25.77)** effective **February 12, 2025, ($26.54)** effective September 1, 2025, and **($27.34)** effective September 1, 2026, or the negotiated rate in the Regina Teachers LINC Agreement, whichever is greater, for sessions of sixty (60) minutes duration. **The payment rate for sessions of less than sixty (60) minutes duration will be pro-rated based on the time spent as a noon-hour or playground supervisor.**

18.02 Effective **January 1, 2025**, car expenses shall be reimbursed at the rate of **$0.549** per kilometre, with a minimum of $2.00 per trip ($3.00 per trip between October 1 and March 31), to employees using their private automobile in the course of performing their duties, when so authorized by the Division.

The kilometre rate shall be adjusted by the same percentage as the percentage change in the Saskatchewan Private Transportation Index published by Statistics Canada for the review period. The adjustment shall be rounded to the nearest one tenth (1/10) of a cent. Additional review periods and adjustment dates shall be as follows:

Review Date	Effective Date of Adjustment
October	January
April	July

Claims must be received by December 31 for travel between July 1 and December 31 of the same year and by June 30 for travel between January 1 and June 30 of the same year.

ARTICLE 19 – PAYMENT OF WAGES

19.01 The salary of each employee shall be calculated in accordance with the effective rate of pay. Each employee shall be paid on a twenty (20) semi-monthly basis (July and August excepted), on the 15th day and on the last working day of each month, unless otherwise mutually agreed upon.

19.02 On each pay day, each employee shall be provided with an itemized statement of earnings and deductions.

19.03 All Union employees shall be paid by direct deposit.

ARTICLE 20 – SICK LEAVE

20.01 Sick Leave Defined

Sick Leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under The Workers' Compensation Act.

20.02 Full-time employees shall earn one (1) day of sick leave, with pay, for each semi-monthly pay period, for an annual total of twenty (20) days. Part-time employees' sick leave entitlements shall be pro-rated.

20.03 The annual unused portion of sick leave credits can be accumulated up to a maximum of one hundred and eighty (180) days, exclusive of the current year's twenty (20) days.

20.04 Where sick leave is for a period in excess of three (3) consecutive days, the Division shall have the right to require a doctor's certificate before being required to pay sick leave credits **if doing so is reasonable in the circumstances. In exceptional circumstances the Division can request a note for absences less than three (3) consecutive days. If the medical practitioner charges a fee, the Division shall reimburse the costs where the medical certificate is supported by receipts.**

ARTICLE 21 – MEDICAL EXAMINATION

21.01 All appointees to the staff shall, no later than commencement of employment, complete a form prescribed by the Employer identifying if the employee has restrictions that will interfere with their ability to perform the tasks of the position, and, if so, what functions cannot be performed and what accommodations can be made to allow the employee to do the work. If restrictions are identified by the employee, the Employer may require further information on the restrictions from a duly authorized medical practitioner of the employee's choice. Such information shall be supplied at the appointee's expense. This article shall be applied in conjunction with **Article 22** – Reasonable Accommodation.

ARTICLE 22 – REASONABLE ACCOMMODATION

The duty to accommodate is a broad equality concept that applies to all grounds of discrimination that are covered under federal, provincial and territorial human rights legislation and the equality rights provisions of *The Canadian Charter of Rights and Freedoms*.

Accommodation of employees within the workplace is a shared responsibility between the Employer, the Union and the employee.

The Employer agrees to make every reasonable effort, short of undue hardship, to provide reasonable accommodations **to employees requiring accommodation based on human rights grounds**, including suitable modified or alternate employment, to employees who are temporarily or permanently unable to return to their regular duties as a consequence of a disability.

Employees have a responsibility to cooperate and provide medical information as required regarding fitness to return to work; abilities and restrictions, the prognosis for recovery and/or the duration of the restrictions. The accommodation process is based on medical documentation.

An employee who, as the result of a disability, is unable to perform regular duties, may be given the preference of alternate work. This may include modification to the employee's existing job, or an alternate placement. Alternate positions within the bargaining unit are to be considered before exploring accommodations outside of the bargaining unit. The Employer and the Union may mutually agree to waive certain provisions in this Agreement to facilitate a reasonable accommodation.

An employee requiring temporary modified requirements, and not of a substantive or complex nature, will not normally require a meeting of the parties. In these situations, the employee and supervisor are encouraged to facilitate the return to work. If concerns are not addressed successfully between the employee and supervisor, the employee may request a return to work meeting with Union representation present. The scheduling of the meeting shall not delay the return to work. If the accommodation is long-term, complex or accommodation may be necessary outside the employee's normal place of work, a return to work meeting will be held between the parties to finalize the accommodations. The employee/Union representative shall have the opportunity to bring any concerns related to the accommodation to the attention of the Employer. This meeting shall occur as early as possible once notice has been given.

Employees and Union representatives attending meetings for the purpose of discussing and planning accommodations shall be released from duty without loss of pay and benefits.

ARTICLE 23 – DISCIPLINE

23.01 In case of an employee being disciplined for cause, the Division shall immediately notify the Union of the discipline.

23.02 Should an employee be suspended or dismissed and it is later established to the mutual satisfaction of both parties to this Agreement that the suspension or dismissal was not in

accordance with the provisions of this Agreement, the employee shall immediately be returned to former status in all respects and shall be paid for any loss of earnings suffered by reason of such suspension or dismissal.

23.03 In case of an employee being issued discipline that is placed on his/her record the Division shall notify the Union, in writing, within five (5) working days of taking such action.

23.04 No action shall be taken by the Division against an employee after twenty (20) working days have elapsed from the date that an alleged offence becomes known to the out-of-scope supervisor. **In extenuating circumstances, the parties may extend the timelines by mutual agreement.**

23.05 An employee who is requested to attend a meeting at which the employee may be issued discipline that will be placed on his/her record shall be accompanied by an elected official of the Union.

23.06 Adverse Reports

If there should be a written adverse report concerning an employee's work or conduct, while employed with the Division, the report shall be discussed with the employee and a copy thereof provided to the employee. The employee and/or the out-of-scope supervisor, within ten (10) working days of discussing the report with the employee, may respond in writing to the report and any such responses shall become part of the employee's record.

After forty-eight (48) months from the date of issue of an adverse report, a report shall be deemed irrelevant in subsequent cases of suspension, dismissal or reprimand, with the exception of reports which detail incidents of questionable conduct involving students.

23.07 Any dispute arising from the discipline may be processed under the Grievance Procedure.

23.08 Performance Review

When a review of an employee's work performance is made, the employee concerned shall be given the opportunity to read such review. The employee shall be required to sign an acknowledgement that they have been given an opportunity to read the performance review and shall be provided with a copy. Such signature shall not constitute an agreement with the contents of the review.

The employee shall have the right to respond in writing to such review within fourteen (14) days and such response shall become part of the record.

23.09 Personnel Files

An employee shall have the right to inspect his or her file in accordance with the provisions of Division Administrative Procedure 416.

ARTICLE 24 – BENEFIT PLANS

24.01 Pension Plan

Employees shall participate in the superannuation and benefit plans provided by the Division, and make contribution thereto in accordance with their terms.

24.02 Disability Plan

All employees of the Division shall participate in the approved Disability Plan; and the Division and the employees shall make contributions thereto in accordance with the terms of the Plan.

24.03 Group Life Insurance

Employees shall participate and contribute, together with the Division, in accordance with the terms of the Group Insurance Plan.

24.04 Retirement and Severance Gratuity

Effective July 1, 1984, upon retirement or severance in good standing, employees with less than fifteen (15) years of continuous service with the Division shall be granted a gratuity based on seven and one-half percent (7½%) of the number of earned, unused sick leave days in their account from the commencement of their employment with the Division. Employees having completed fifteen (15) years or more of continuous service with the Division shall be granted a gratuity based on ten percent (10%) of the number of earned unused sick leave days in their account from the commencement of their employment with the Division, or one (1) month's pay, whichever is the greater. In the event of death of an employee, the above shall be paid to his or her beneficiary. This gratuity is to be paid at the rate of pay which the employee is receiving at the time of retirement or severance. The Retirement and Severance Gratuity applies only to permanent, probationary or temporary employees as of June 25, 2020.

24.05 Dental Plan

The Division shall provide, and pay the full premiums for, a dental plan which provides for the employee and eligible family members:

a) full coverage of preventative and minor restorative dental work with no deductible or annual limit,

b) Fifty percent (50%) coverage of major restorative dental work with a $1,500 per person per year limit, and

c) Fifty percent (50%) coverage of orthodontic work, with a $1,500 per person lifetime limit.

24.06 Employee Counselling

The Division and the Union agree to participate in an Employee Counselling plan, the costs of which shall be shared equally by the Division and the Union. The counselling sessions under this plan for any employee and eligible family members will be provided as per the service agreement between Regina Public School Division #4, CUPE Local 3766 and the service provider.

24.07 Extended Health Care Plan

24.07.01 Effective September 1, 1995, the Division shall provide an Extended Health Care Plan fully funded by the Division. The coverage, benefits and deductibles of the Extended Health Care Plan shall be as agreed by the Union and the Division.

24.07.02 Effective January 1, 2002, the Division shall provide a Vision Care Plan fully funded by the Division.

24.08 If, effective June 30th, 2009, or on any subsequent June 30th, an employee has worked under an employment contract for a minimum of twenty-eight (28) of the previous thirty-six (36) months, and has not had a break in service resulting from a resignation during that time, and, if that employee is re-hired under an employment contract by October 1st of the same year, the employee shall be eligible for health benefits and dental benefits on the date of rehire. Such benefits shall remain in effect until the employee resigns or has a break in employment contracts of greater than three (3) months. If the employee takes an approved leave, the provisions of the plan shall apply. (Note: August employment shall be included as part of September employment.)

ARTICLE 25 – CLASSIFICATIONS AND WAGE RATES

25.01 Incremental Credit

Following initial placement in a pay classification, incremental credit will be granted on the following basis:

i) The number of hours constituting one (1) year for increment purposes shall be six (6) multiplied by the number of working days set in Article **15**.01 plus the nine (9) statutory holidays within the school year.

ii) Employees who are employed less than thirty (30) hours per week shall have their service pro-rated and recognized for incremental credit on the same basis as full-time employees.

If an employee's initial employment contract is for a probationary position, initial placement will be Step 1 of the salary grid.

Increments will be effective **on** the first **day** of the next pay period following completion of one (1) year of service **with pay**.

25.02 Any employee who had permanent status and resigned and is re-employed within four (4) months of that resignation will have their wage step re-instated effective the day they re-commence employment.

25.03 Salaries

All employees shall have the following statutory holidays off with pay at the regular rates of pay: New Year's Day, Family Day, Good Friday, Victoria Day, Labour Day, **National Day for Truth and Reconciliation,** Thanksgiving Day, Remembrance Day and Christmas Day, and all other holidays proclaimed by the federal or provincial authorities. Any statutory holidays during the layoff periods are excluded from payment.

August 20, 2024

Classification	Hourly Rate					
	0	1	2	3	4	5
Clerical Assistant Resource Centre Assistant	$23.74	$24.67	$25.60	$26.50	$27.48	$27.90
Administrative Assistant		$26.33	$27.43	$28.52	$29.51	$30.69

Classification	0	1	2	3	4	5
Special Education Assistant I, Teacher Associate (non-ELISP)	$23.74	$24.67	$25.60	$26.50	$27.48	$27.90
Special Education Assistant II, Teacher Associate (ELISP), Developmental Classroom Assistant, Structured Learning Classroom Assistant	$24.84	$25.81	$26.82	$27.82	$28.80	$29.24
Science Assistant	$29.13	$31.07	$32.99	$34.90	$35.38	

Classification	0	1	2	3	4	5
Food Services Assistant	$23.74	$24.67	$25.60	$26.50	$27.48	$27.90
Community School Nutrition Coordinator, Food Services Technician	$29.13	$31.07	$32.99	$34.90	$35.38	

Classification	0	1	2	3	4	5
Braillist I	$24.84	$25.81	$26.82	$27.82	$28.80	$29.24
Braillist II	$27.07	$28.01	$29.03	$30.00	$31.03	$31.45
Braillist III	$29.13	$31.07	$32.99	$34.90	$35.38	

Classification	0	1	2	3	4	5
DHH Assistant I	$24.84	$25.81	$26.82	$27.82	$28.80	$29.24
DHH Assistant II	$27.07	$28.01	$29.03	$30.00	$31.03	$31.45
Interpreter/DHH Assistant III	$29.13	$31.07	$32.99	$34.90	$35.38	

The wage rate for a casual employee is the first step of the appropriate job classification (Step 0 or Step 1 where applicable).

Any employee who had permanent status and resigned and is re-employed within four (4) months of that resignation will have their wage step re-instated effective the day they re-commence employment.

August 20, 2025

Classification	Hourly Rate					
	0	1	2	3	4	5
Clerical Assistant Resource Centre Assistant	$24.45	$25.41	$26.37	$27.30	$28.30	$28.74
Administrative Assistant		$27.12	$28.25	$29.38	$30.40	$31.61

Classification	0	1	2	3	4	5
Special Education Assistant I, Teacher Associate (non-ELISP)	$24.45	$25.41	$26.37	$27.30	$28.30	$28.74
Special Education Assistant II, Teacher Associate (ELISP), Developmental Classroom Assistant, Structured Learning Classroom Assistant	$25.59	$26.58	$27.63	$28.66	$29.66	$30.12
Science Assistant	$30.00	$32.00	$33.98	$35.95	$36.44	

Classification	0	1	2	3	4	5
Food Services Assistant	$24.45	$25.41	$26.37	$27.30	$28.30	$28.74
Community School Nutrition Coordinator, Food Services Technician	$30.00	$32.00	$33.98	$35.95	$36.44	

Classification	0	1	2	3	4	5
Braillist I	$25.59	$26.58	$27.63	$28.66	$29.66	$30.12
Braillist II	$27.88	$28.85	$29.90	$30.90	$31.96	$32.39
Braillist III	$30.00	$32.00	$33.98	$35.95	$36.44	

Classification	0	1	2	3	4	5
DHH Assistant I	$25.59	$26.58	$27.63	$28.66	$29.66	$30.12
DHH Assistant II	$27.88	$28.85	$29.90	$30.90	$31.96	$32.39
Interpreter/DHH Assistant III	$30.00	$32.00	$33.98	$35.95	$36.44	

The wage rate for casual employee is the first step of the appropriate job classification (Step 0 or Step 1 where applicable).

Any employee who had permanent status and resigned and is re-employed within four (4) months of that resignation will have their wage step re-instated effective the day they re-commence employment.

August 20, 2026

Classification	Hourly Rate					
	0	1	2	3	4	5
Clerical Assistant Resource Centre Assistant	$25.18	$26.17	$27.16	$28.12	$29.15	$29.60
Administrative Assistant		$27.93	$29.10	$30.26	$31.31	$32.56

Classification	0	1	2	3	4	5
Special Education Assistant I, Teacher Associate (non-ELISP)	$25.18	$26.17	$27.16	$28.12	$29.15	$29.60
Special Education Assistant II, Teacher Associate (ELISP), Developmental Classroom Assistant, Structured Learning Classroom Assistant	$26.36	$27.38	$28.46	$29.52	$30.55	$31.02
Science Assistant	$30.90	$32.96	$35.00	$37.03	$37.53	

Classification	0	1	2	3	4	5
Food Services Assistant	$25.18	$26.17	$27.16	$28.12	$29.15	$29.60
Community School Nutrition Coordinator, Food Services Technician	$30.90	$32.96	$35.00	$37.03	$37.53	

Classification	0	1	2	3	4	5
Braillist I	$26.36	$27.38	$28.46	$29.52	$30.55	$31.02
Braillist II	$28.72	$29.72	$30.80	$31.83	$32.92	$33.36
Braillist III	$30.90	$32.96	$35.00	$37.03	$37.53	

Classification	0	1	2	3	4	5
DHH Assistant I	$26.36	$27.38	$28.46	$29.52	$30.55	$31.02
DHH Assistant II	$28.72	$29.72	$30.80	$31.83	$32.92	$33.36
Interpreter/DHH Assistant III	$30.90	$32.96	$35.00	$37.03	$37.53	

The wage rate for casual employee is the first step of the appropriate job classification (Step 0 or Step 1 where applicable).

Any employee who had permanent status and resigned and is re-employed within four (4) months of that resignation will have their wage step re-instated effective the day they re-commence employment.

25.04 In addition to the above, all employees shall receive, after the equivalent of five (5) school years of service, a long-service bonus of $5.00 semi-monthly and $2.50 semi-monthly for each additional equivalent of five (5) school years of service. Such service shall be calculated on the same basis as the calculation for incremental credit and the bonus shall be payable in the pay period **after** which a person attains eligibility as described above.

25.05 Rates of pay for any new classification or new position that may hereafter be established within the bargaining unit, shall be subject to negotiation and agreement between the Division and the Union.

ARTICLE 26 – NO STRIKE/NO LOCKOUT

26.01 During the life of this Agreement, there shall be no strike, work stoppage or slow-down engaged in by the Union or lockout on the part of the Division.

ARTICLE 27 – DIVISION FACILITIES

27.01 The Division agrees to make school facilities available for the purposes of conducting Union meetings in accordance with Division Administrative Procedure 620, Community Use of School Facilities.

27.02 Efforts will be made to provide for all employees of the Division to have a secure place to keep their personal belongings.

27.03 The Division shall provide bulletin boards in the Education Centre and in all schools upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. The Union shall not have exclusive access to the bulletin board.

ARTICLE 28 – TECHNOLOGICAL CHANGE

28.01 The Division and the Union shall act in accordance with provincial legislation.

28.02 Where a technological change is to be instituted at the beginning of a school year, the Division shall give notice of said change to the Union at least one hundred and fifty (150) days prior to the planned implementation date.

28.03 Ten percent (10%) of the Union membership shall be deemed to be "significant'' with respect to the provisions of provincial legislation.

28.04 Where the Division implements new technology, appropriate training shall be provided during working hours to employees whose duties include the use of that technology.

ARTICLE 29 – CORRESPONDENCE

29.01 All correspondence between the parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from the Deputy Director/Chief Financial Officer of the Division and the President of the Union.

29.02 The Division agrees that copies of all resolutions adopted by the Board which affect employees covered by this Agreement shall be mailed to the Union within five (5) working days of their adoption. It should be noted that the exact wording of any resolution is subject to Board approval of the minutes of the meeting at which the resolution was passed.

29.03 The Policies and Procedures Manual shall be as posted on the Regina Public School Division website. The amendments will be provided to the Local within five (5) working days of their adoption.

ARTICLE 30 – DURATION OF AGREEMENT

This Agreement shall be effective as of the first (1st) day of September, **2024**, and shall remain in force and effect up to and including the thirty-first (31st) day of August, **2027**, and from year to year thereafter, providing that either party may, not less than **sixty (60)** days or more than **one hundred twenty (120)** days prior to August 31, **2027**, give notice in writing to the other party of their intention to terminate this Agreement or negotiate a revision thereof.

This Agreement continues during any negotiation period, and all terms and conditions herein contained shall apply to the effective date of any notification or change agreed to through negotiations or a revision to this Agreement.

This Agreement signed on the 28th day of April, **2025**.

Signed on behalf of the Canadian Union of Public Employees Local No. 3766

J. Christianson
President, CUPE Local 3766

CUPE Representative

Signed on behalf of the Board of Education of the Regina School Division No. 4 of Saskatchewan

Director of Education

Barry Kay
Deputy Director/Chief Financial Officer

LETTER OF UNDERSTANDING #1 – LABOUR MANAGEMENT COMMITTEE

The Division and the Union confirm the continuation of a Labour/Management Committee consisting of up to four (4) members representing CUPE Local 3766 (one of whom shall be the President and one of whom shall be the Vice-President) and up to three (3) members representing the Division. Each group will select one (1) of its members to serve as co-chairperson of the committee.

The intended scope of this committee is to facilitate discussion of working conditions and other matters of mutual concern, with the exception of matters dealt with through the formal contract negotiation process.

It is further confirmed that when changes to the role descriptions are contemplated, or new role descriptions drafted, for positions held by members of the Union, the Union shall have input and discussion regarding same through the Labour/Management Committee.

It is expected that the Labour/Management Committee will meet a minimum of four (4) times throughout each school year, unless otherwise agreed between the parties. Wherever possible, meetings will be scheduled when no substitutes are required. Minutes will be kept, and a copy provided to each group one week prior to the next meeting.

This Letter of Understanding signed on the 28TH day of April, **2025**.

Signed on behalf of the Canadian Union of Public Employees Local No. 3766

President, CUPE Local 3766

CUPE Representative

Signed on behalf of the Board of Education of the Regina School Division No. 4 of Saskatchewan

Director of Education

Deputy Director/Chief Financial Officer

LETTER OF UNDERSTANDING #2 – JOB SECURITY

The Board undertakes and agrees that, from September 1, **2024** to August 31, **2027**:

1. With the exception of school vacation periods, no permanent employees will be laid off, except as provided in Section **12**.06 of the Collective Agreement or in cases where the funding for a position is contingent on the continued special needs designation and attendance of a specific pupil and that pupil either ceases to attend or no longer meets the special needs designation criteria or in cases where an outside funding agency providing funding for a designated program reduces its funding; and

2. no permanent employees will have their hours (as determined by their current permanent position) reduced, except in cases where the hours are determined by guidelines based on the enrolment in the school and the enrolment in that school declines to the extent that a reduction in hours is required.

This Letter of Understanding signed on the 28th day of April, **2025**.

Signed on behalf of the Canadian Union of Public Employees Local No. 3766

President, CUPE Local 3766

CUPE Representative

Signed on behalf of the Board of Education of the Regina School Division No. 4 of Saskatchewan

Director of Education

Deputy Director/Chief Financial Officer

LETTER OF UNDERSTANDING #3 – GUIDELINES FOR NOON AND PLAYGROUND SUPERVISION

Regina Public Schools and CUPE 3766 have negotiated terms and conditions of employment that include pay allowances for CUPE 3766 staff who are authorized by the Division to act as a Noon Hour or Playground Supervisor.

These guidelines are intended to provide additional details to support the consistent application of the negotiated terms and conditions with the goal to support schools in managing and coordinating supervision allocations specific to CUPE 3766 staff.

- ***"An employee authorized by the Division to act as a noon-hour supervisor or playground supervisor"*** **means that in any circumstance where an employee is supervising students, the employee is entitled to receive supervision payment at the rate outlined in Article 18.01 in addition to regular pay:**
    - **"Supervision" means supervise/watch/observe either one or many students during non-instructional periods of time either indoors or outdoors.**
    - **It is understood that there are exceptions to the definition of supervision for intensive support programs that do not schedule recess periods. In these programs, staff could receive alternate breaks or could be paid for supervision.**
- **If the supervision is occurring during the lunch period:**
    - **Employees should expect to be assigned up to 60 minutes of the supervision over the noon hour.**
    - **Noon hour assignments of less than 60 minutes may be agreed upon between the principal and the employee. These arrangements are assessed on a case-by-case basis at the school level and considerations take into account the specifics of the employee's request and supervision needs of school.**
- **Where staff are being paid supervision, it is understood that staff are not entitled to scheduled break periods.**
- **Scheduling hours of work (start, end and break times) is the responsibility of the principal or direct supervisor, following the provisions of the Collective Bargaining Agreement. However, in the interests of positive employee relations, flexibility may be provided where staff voluntarily make arrangements with the principal to adjust break times to the start or end of the day and/or during the school day in lieu of being paid supervision. Such arrangements will be discussed and agreed upon at the school level using a sign off process via the attached form. This form is to be stored at the school level.**

Mutually agreed upon adjustments to start, end and/or break times in lieu of being paid supervision must remain within the following general guidelines:

- **Arrangements must meet the needs of students, the school, and the employee.**
- **Arrangements will be in place for one school year. Arrangements can continue, but a new form must be signed each school year.**
- **Arrangements will not increase or decrease the employee's total paid hours of work.**
- **Adjustments to hours of work will not result in an employee arriving more than 30 minutes before/after the start of school day and/or leaving 30 minutes before/after the end of the school day.**
- **It is not required for the employee to be on-site during break periods (15-minute breaks and lunch).**

This Letter of Understanding signed on the 28th day of April, **2025**.

Signed on behalf of the Canadian Union of Public Employees Local No. 3766

President, CUPE Local 3766

CUPE Representative

Signed on behalf of the Board of Education of the Regina School Division No. 4 of Saskatchewan

Director of Education

Deputy Director/Chief Financial Officer

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