# COLLECTIVE AGREEMENT

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

and

The Canadian Union of Public Employees, Local 650

CUPE

**September 1, 2022 – August 31, 2025**

2022-2025

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## ARTICLE 1 - PREAMBLE

This Agreement made and executed between the Board of Education of the Regina School Division No. 4 of Saskatchewan ("the **Division**") and the Canadian Union of Public Employees Local Union No. 650 ("the Union").

Whereas it is the desire of both parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the **Division** and the Union, to promote cooperation and understanding between the **Division** and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage efficiency in operation, and to promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

And whereas it is now thought desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

Now, therefore, this Agreement witnesseth that the parties hereto, in consideration of the mutual covenants hereinafter contained, agree with the other as follows:

## ARTICLE 2 - DEFINITIONS

Both parties mutually agree that:

**2.01** **"Bargaining unit" shall mean all employees covered under the scope of this agreement.**

**2.02** **A "casual employee" is one who has been employed for short periods of time to cover short term absences and assignments for no longer than a three (3) month period.**

**2.03** **A "full-time employee" is one who has been awarded a permanent position, working twelve (12) months per year with a work schedule of forty (40) hours/week working Monday through Friday.**

**2.04** **A "part-time employee" is one who has been awarded a permanent position with a work schedule of fifteen (15) hours or more but less than forty (40) hours per week from the time the teachers are required to return to work at the beginning of the school year until the last teacher work day of the year. Part-time employees are entitled to all rights and benefits contained in this Collective Agreement on a pro-rated basis. Effective the date of signing the Division shall not change schedules for existing part-time employees to work Saturday or Sunday.**

**2.05** A "permanent employee" is one who has completed the **required** probationary period.

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

**2.07** "Summer **break**" means the **period commencing the last teacher staff date in one school year to the first teacher staff day in the following school year based on the approved school calendar.**

**2.08 A "temporary employee" is one who is employed to fill a term position.**

**2.09 A "term position" is a position of predetermined duration exceeding three (3) months and up to two (2) years. Such a position may be full-time or part-time and may be held by either a permanent or casual employee. Extensions to the term may be mutually agreed upon by the parties.**

**2.10 "Union" is the Canadian Union of Public Employees, Local 650.**

## ARTICLE 3 - RECOGNITION SCOPE AND NEGOTIATIONS

3.01 The **Division** and anyone authorized to act on its behalf, approves and recognizes the Union as the collective bargaining agency for all those employees of the **Division**, who, by order of the Saskatchewan Labour Relations Board, are to be represented by the Union; and hereby consents and agrees to negotiate with the Union, or any authorized committee to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 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.

**3.03** The Union and the **Division** 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 carried on pursuant to this Article.

## ARTICLE 4 - NO DISCRIMINATION

4.01 The **Division** and the Union recognize the right of employees to work in an environment free of harassment in accordance with *The Saskatchewan Employment Act* and free from discrimination in accordance with *The Saskatchewan Human Rights Code, 2018.*

4.02 The **Division**, its servants and agents, agree that there will be no interference, restriction or coercion exercised or practiced with respect to any employee by reason of **their** membership in a trade union.

## ARTICLE 5 - UNION SECURITY

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

5.02 **(a)** The **Division** shall **email** notification to the **President of the Union and** Secretary of the Union of all hirings, resignations and layoffs within **ten (10)** working days of their occurrence. The **President of the Union and Secretary of the Union** shall also be advised **by email** of the name(s) of the applicant(s) for posted positions within ten (10) days of the closing date of the posting.

**(b) The Union shall furnish Union email addresses to the Division. For any Union related business, the Division shall communicate through the provided Union email addresses. If the email addresses change, the Union will notify the Division.**

5.03 Information to Union

The Employer agrees to provide the Union the following information: names; **home mailing** addresses; primary phone number; name of the school to which they are assigned; **employment status, certifications,** and respective classifications of all Union employees. This information shall be provided **in an electronic spreadsheet** in the months of October**, January** and April **to the President of the Union and Recording Secretary of the Union**.

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

## ARTICLE 6 - CHECK-OFF UNION DUES

Upon written authorization from the employee, the **Division** agrees to deduct from wages due to the employee such Union dues, assessments and initiation fees levied in accordance with the Union bylaws. Deductions will be made from the payroll at the end of each semi-monthly pay period and shall be forwarded to the Secretary-Treasurer of the Union not later than ten (10) days following in respect of which deductions have been made.

The **Division** shall furnish semi-monthly, not later than ten (10) days following the end of the pay period, to the Union, the amounts deducted and the names of the employees from whom the deductions have been made, and shall supply semi-monthly the names of all terminations and additions of contributory staff.

## ARTICLE 7 - THE DIVISION AND UNION WILL ACQUAINT NEW EMPLOYEES

7.01 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.

7.02 An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of one (1) hour within the first two (2) weeks of **the Union receiving notice of new hires** for the purpose of acquainting the new employee with the benefits and duties of union membership and the employees responsibilities to the **Division** and the Union. **The Union shall provide up to three (3) options for meeting times to the employee's immediate out of scope manager and the Employer shall confirm the location of the new employee during those times to facilitate the Union's interview with the new employee.**

## ARTICLE 8 - CORRESPONDENCE

**8.01** The **Division** agrees that copies of all resolutions adopted by the Board which affect employees covered by this Agreement shall be **emailed** to the Union within eight (8) 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.

**8.02 The Administrative Procedures Manual shall be as posted on the Division website. The amendments will be provided to the Union within five (5) working days of their adoption.**

## ARTICLE 9 - NO CONTRACTING OUT

9.01 The **Division** agrees that no permanent employee, as defined in this agreement, shall be laid off except in cases of school closures arising out of catastrophic events, disputes involving other educational labour organizations, and actions taken by parliamentary, legislative and/or municipal bodies which would directly affect the operations of the **Division**.

9.02 The **Division** agrees not to make any contracts for services to the **Division's** buildings if such contracts will result in reduction in permanent staff covered by this agreement.

9.03 The term "layoff" does not include suspension and dismissal.

## ARTICLE 10 - LABOUR MANAGEMENT NEGOTIATIONS

10.01 **A Joint Union/Management Committee consisting of up to five (5) members representing the Union and up to five (5) members representing the Division will meet 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 expected that the Joint Union/Management Committee will meet a minimum of two times throughout each school year, unless either party has any matters to bring forward. In addition, representatives of the Division and the Union may meet at any time upon mutual agreement. Meeting notes will be kept, and a copy provided to each group one week prior to the next meeting.**

## ARTICLE 11 - LAYOFF AND RECALL PROCEDURES

11.01 Advance Notice of Layoff

The **Division** shall provide to employees who are to be laid off, written notice in accordance with the following provisions:

**a)** Two (2) weeks' written notice, where the period of employment is at least three (3) consecutive months, up to one (1) year;

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

**c)** Where the period of employment is more than three (3) years, the provisions of provincial legislation shall apply. At present time, these provisions are:

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

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

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

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

11.02 Layoff and Recall Procedure

**a) Permanent Full-time employees**

The **Division** agrees that, in the event of a layoff, employees shall be laid off in the inverse order of their seniority. Where it is necessary to rehire employees, laid off employees shall be recalled in the inverse order in which they are laid off, provided they have the qualifications necessary to perform the duties of the position. If the

most senior laid off employee lacks the necessary qualifications, the next most senior, qualified laid off employee shall be recalled. However, employees whose qualifications exceed those required for the recall position will be granted the option of accepting the position. Employees who do not wish to accept the position will be placed at the bottom of the recall list.

**b) Permanent Part-time employees**

**i)** In the event of layoff, employees shall be laid off in inverse order of their seniority. **Employees** shall not be laid off except for summer hiatus or in cases of school closures arising out of catastrophic events, disputes involving other educational labour organizations, and actions taken by parliamentary, legislative and/or municipal bodies which would directly affect the operations of the **Division**. After the normal summer **break**, employees shall be recalled to their former locations of employment. Should positions be re-established, or new positions created, laid off employees shall be recalled according to their seniority.

**ii) For purposes of layoff of permanent part-time employees during summer break, this Article will serve as notice of layoff and recall. Article 11.01 does not have application in these situations. After the normal summer break, permanent part-time employees shall be recalled to their former locations of employment.**

11.03 **Recall During Layoff**

a) In the event of layoffs, the **Division** agrees that, during the recall period, it will offer employment to employees affected by layoffs prior to engaging any new employees for similar work.

b) Employees laid off due to a reduction in staff and who fail to return to work within ten (10) days after being notified by registered mail to do so, with a copy to the Union, shall be considered out of the service and forfeit all seniority rights, unless through sickness or any other just cause agreed upon by the **Division** and the Union.

c) Where a former employee is reemployed within **twenty-four (24) months, the employee** shall be credited with previous service in connection with vacation and other benefits based on length of service.

d) If, at the conclusion of the recall period, an employee has not been recalled, all rights of employment for that employee shall cease. Any monetary benefits to which the employee is entitled, by virtue of the collective agreement in effect at the date of layoff, shall be paid to the employee within two (2) weeks of the date of the conclusion of the recall period.

## ARTICLE 12 - VACANCIES AND NEW POSITIONS

12.01 Vacancies

a) **All permanent and term vacancies and new positions within** the scope of this Agreement **shall be posted electronically.** Notice shall be forwarded to **the President of the Union and** the Secretary of the Union within (10) working days from the time they occur or are created.

b) **The posting** shall include the nature of the position, salary range, **projected start date,** qualifications required, and be posted **as follows:**

i) **Internal posting** for the period of five (5) working days. **If there is no internal applicant in accordance with Article 12.01 c), then a second internal posting will be advertised for a period of five (5) working days. If there is no internal applicant appointed in accordance with Article 12.01 c), then the vacancy will be advertised internally and externally under the same posting number until the vacancy is filled.**

ii) **Postings will be opened on Tuesdays and/or Fridays.**

iii) **Internal postings that occur in July and August shall remain open for a minimum of ten (10) business days.**

c) In filling vacancies and new positions, qualifications, experience and ability being sufficient to perform the duties required for the position to be filled, appointment shall be made of the applicant senior on the seniority list, and all applicants shall be advised in writing. Positions will be filled no later than ten (10) working days after the **projected start** date.

d) The **President of the Union and Secretary of the Union** shall be advised **by email** of the name(s) of the applicant(s) for posted positions within ten (10) days of the closing date of the posting.

e) The **Division** shall **email** notification to the **President of the Union and** Secretary of the Union of all hirings, resignations and layoffs within **ten (10)** workings days of their occurrence.

12.02 **Trial Period**

a) The successful applicant will be placed on a trial basis for a period of ninety (90) days, excluding all days taken for vacation and leaves of absence and sickness beyond ten (10) days. Conditional on satisfactory service, such trial promotion shall become permanent after that period. In addition to the foregoing, trial appointments of Head Facility Technician and Relief Facility Technicians will not become permanent until the successful completion of sixty (60) days employment in the heating season. Appointments to these positions made during the heating season will have the sixty (60) days included in the basic ninety (90) day trial period.

**b)** In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, **the employee** shall be returned to **their** former **position** and any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to **their** former position. **No employee returning to their former position will lose salary or seniority. The Union and Division may mutually agree to other arrangements in the event an employee is unsatisfactory in the trial period.**

12.03 Union Objection to Appointments

Any objections be the Union to staff changes shall be construed as a difference between the parties bound by this Agreement as provided for under the grievance procedure.

12.04 New Positions and Reclassifications

Where new positions are created or current positions reclassified, the **Division** will advise the Union in writing in advance of the nature of the position and the proposed wage or salary rate. In the event that the Union shall disagree with the said rate, then the same shall be negotiated between the **Division** and the Union.

12.05 Hiring of Head Facility Technicians

In recognition of hiring needs for Head Facility Technicians, the parties agree that any new employee who is hired or bids into the classification of Head Facility Technician 1 to 7 shall be paid at the rate for the classification specified in the Collective Agreement and not the probationary rate. This shall apply also to any current employee hired into the noted classifications who is being paid the probationary rate as of December 2013.

**12.06** Applications from employees who have successfully bid into three (3) positions within the twelve (12) months prior to the commencement of the posted positions may be set aside in favour of an application from the next senior applicant.

**12.07** The provisions of Article 12 shall not apply to vacancies for summer positions which shall not exceed a period of four (4) months, or for positions which do not exceed thirty (30) calendar days.

## ARTICLE 13 – SENIORITY

**13.01 a) Seniority for all newly hired full-time or part-time employees shall date from the commencement of employment upon successful completion of probation as per Article 14.** Seniority shall continue to accrue during authorized leave of absence with or without pay.

**b) A casual employee who has completed 950 hours worked will be awarded seniority only for the purpose of bidding on available permanent or term positions and will not affect daily work assignments or casual hourly rate.**

c) i) **If a casual employee has completed 950 hours at the time the employee is appointed to a permanent or term position and successfully completes probation as per Article 14, the casual employee shall be assigned a seniority date as of the date they reached 950 hours.**

ii) **If a casual employee has not completed 950 hours at the time the employee is appointed to a permanent or term position and successfully completes probation as per Article 14, the casual employee shall be assigned a seniority date as of the date they are appointed to the permanent or term position.**

**13.02** The **Division** agrees to prepare and distribute in the month of March of each year, or at such other times as may be mutually agreed upon, a list of the names of all employees, indication their respective positions and seniority standing as of December 31st of the previous year. Employees shall have ten (10) working days from date of receipt to indicate errors.

Upon the establishment of errors, correction shall immediately be made, and the **Division** shall, by May 31st, supply the Union with a copy of the corrected Seniority List.

**13.03 Loss of Seniority**

**An employee will not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Division. All rights of employment, recall and seniority shall terminate:**

**a) The date of dismissal, when the employee is terminated for just cause.**

**b) The effective date of resignation or retirement, when the employee resigns or retires in writing.**

**c) The date of layoff when the employee does not return upon recall is laid off in excess of twenty-four (24) months.**

## ARTICLE 14 – PROBATIONARY EMPLOYEES

**14.01** a) Newly hired **full-time and part-time** employees shall be considered probationary employees for a period of six (6) calendar months or 1040 hours from the date of hire.

b) **A casual employee appointed to a full-time or part-time position shall be considered a probationary employee for a period of three (3) calendar months or 520 hours from the start date of the appointment.**

c) During the probationary period, probationary employees shall be entitled to all rights and privileges of this collective agreement unless otherwise specified. **Applications for positions posted in accordance with Article 12 from probationary employees**

**will be set aside if the probationary employee successfully bids into one (1) lateral position. Probationary employees may bid and be appointed to any appointment that is not a lateral position.**

d) **During** the probationary period, **the Division may discharge a probationary employee for reasons of general unsuitability** based on a fair and proper assessment.

e) **If the probationary employee completes the probationary period satisfactorily, the employee shall be assigned a seniority date as of the date of commencement of employment.**

**14.02 Probationary Period**

Evaluation shall be done on probationary employees according to the following schedule:

1) after completing approximately **500** hours of work;

2) before completing 1040 hours of work.

Each evaluation shall be discussed with the employee. The employee shall be required to sign an acknowledgement that **the employee** has been given an opportunity to read the evaluation and shall be provided with a copy. Such signature shall not constitute an agreement with the contents of the evaluation. The employee shall have the right to respond in writing to the evaluation within fourteen (14) days and such response shall become part of the record. A copy of each such evaluation shall also be provided to the Union.

## ARTICLE 15 – GRIEVANCE PROCEDURES

**15.01 Grievance Defined**

**a)** A grievance shall be defined as a dispute or disagreement between the **Division** and the Union or any of its members, arising out of the interpretation, application or alleged violation of any or all Articles of this Agreement.

**b)** Union Objection to Appointments

Any objections by the Union to staff changes shall be construed as a difference between the parties bound by this Agreement as provided for under the grievance procedure.

**15.02 Informal Discussion**

**Whenever possible, the Employee/Union will discuss the complaint with the employee's immediate supervisor/manager prior to filing a formal grievance. If a matter cannot be resolved through discussions, then the formal grievance procedure may be initiated.**

**15.03** Grievance Procedures

The Union and the Employer shall endeavour to settle grievances at each step of the grievance procedure before advancing to the next step.

Step 1: Should **informal discussions** fail, the Union may file the grievance **and redress sought** with the Superintendent of Facilities within twenty (20) working days of its occurrence. The Superintendent of Facilities**, in consultation with the Superintendent of Human Resources** shall arrange for a meeting with the Union within **fourteen (14)** calendar days of the filing of the grievance. The Superintendent of Facilities**, in consultation with the Superintendent of Human Resources** shall give a written decision within **fourteen (14) calendar** days of the meeting or within such other mutually agreed upon time.

Step 2: **Failing satisfactory resolution in Step 1, the Union may within fourteen (14) calendar days of receipt of the decision of the Superintendent of Facilities forward the grievance and redress sought to the Deputy Director of Division Services/CFO. The Deputy Director of Division Services/CFO shall arrange for a meeting with the Union within fourteen (14) calendar days of the Step 2 written notification and shall give a written decision within fourteen (14) calendar days of the meeting or within such other mutually agreed upon time.**

Step 3: Failing satisfactory resolution in Step 2, the Union may within **fourteen (14) calendar** days of receipt of the decision of the **Deputy Director of Division Services/CFO advise that the Union requests the grievance and redress sought to 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 meeting**. A decision of the Board with respect to the grievance will be forwarded within **fourteen (14) calendar** days from the review date or within such time as may be mutually agreed upon.

**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 within **thirty (30)** calendar days from the date the decision of the Board is rendered.

In accordance with *The Saskatchewan Employment Act*, the Board of Arbitration shall be established specifically as follows:

- One (1) Board member to be nominated by the Union;

- One (1) Board member to be nominated by the Employer;
- One (1) Board member who shall act as Chairperson to be chosen by the two (2);
- Should the two (2) Board members be unable to mutually agree on a Chairperson, the minister shall appoint a Chairperson of the Board.

Each party shall pay the fees and expenses of their own nominee and shall pay one-half (½) of the cost of the fees and expenses of the chairman.

Notwithstanding the above, the Union and the Employer by mutual consent may seek non-binding mediation prior to applying for a Board of Arbitration.

**15.04** Grievance Time

Any request to extend the time limits specified in **Article 15.03** shall be in writing and shall be subject to mutual agreement by the parties.

**15.05 Union Leave and** Accessibility to **Division** Premises/Documents

**a)** **After making suitable arrangements with their supervisor for coverage of their assignment, up to two (2) members** shall be entitled to leave their work during working hours without loss of pay to investigate grievances.

**b)** Up to four (4) members shall be entitled to leave their work during working hours without loss of pay to attend arbitration hearings.

**c)** 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 **Local Authority** Freedom of Information and Protection of Privacy Act.*

**15.06** 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.

**15.07** Strikes and Lockouts

Prior to a strike occurring, the Union agrees to meet with the Superintendent of Facilities to discuss the orderly withdrawal of services and the maintenance of plant and equipment.

## ARTICLE 16 - DISCIPLINE

**16.01** **The parties agree to adhere to the principle of progressive discipline and just cause.** An employee who is requested to attend a meeting at which that employee may be issued discipline that will be placed on **their** record shall be accompanied by an elected official of the Union.

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

**16.03** No action shall be taken by the **Division** against a permanent employee after twenty (20) working days have elapsed from the date that an alleged offence becomes known to the out-of-scope supervisor or Superintendent of Facilities. **The parties may extend the time limits by mutual agreement.**

**16.04** The Union may file a grievance in accordance with the provisions of Article **15** on behalf of a permanent employee who has been disciplined.

Probationary employees shall have rights to the grievance procedure except in the case of dismissal by reason of unsuitability.

a) When the Union files a grievance involving the suspension or dismissal of an employee, the parties to this agreement may agree to waive Step 1 and Step 2 of the grievance procedure.

b) Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately reinstated in **their** former position, without loss of seniority rating, and shall be compensated in an amount which is just and equitable.

c) Should it be found upon investigation that an employee has unjustly received a written reprimand, such reprimand shall be stricken from **their** record forthwith.

**16.05** In the event of dismissal under this clause, payment of wages and vacation pay owing will be in accordance with provisions of this Agreement.

**16.06** 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 Superintendent of Facilities, 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 **twenty-four (24)** months from the date of issue of an adverse report, a report shall be deemed irrelevant in subsequent cases of suspension, dismissal or reprimand, **provided there have been no reoccurrences of a similar nature during the twenty-four (24) month period** with the exception of reports which detail incidents of

questionable conduct involving students, **incidents of harassment or incidents of violence.**

## ARTICLE 17 – HOURS OF WORK

**17.01** Normal hours of work shall be eight (8) hours per day Monday through Friday for a forty (40) hour week. One (1) **person** schools may have a maximum two (2) hour lunch break. Afternoon shifts may have a maximum one-half (½) hour lunch break. All other lunch breaks may be for a maximum of one (1) hour. Starting times shall be as follows:

**a)** **Operations Staff at** Elementary **Schools, High** Schools**, and Division Office** shall have a starting time at or between 6:00 and 9:00 a.m. Afternoon shifts shall have a starting time at or between 12:30 and 4:30 p.m.

**b)** **Trades Staff**: Hours of work shall be 7:30 a.m. to 4:00 p.m. with a **thirty (30) minute** lunch break. In the event that work within a classroom would disrupt regularly scheduled classes and an alternate classroom is not available, then an afternoon shift may be instituted for the employees involved, starting at or between 3:00 and 4:00 p.m.

**c)** **Warehouse Staff**: Hours of work shall be 7:30 a.m. to 4:00 p.m. with a **thirty (30) minute** lunch break.

**d)** During the school Summer **Break**, Christmas **Break**, February **Break** and **Spring Break, when students are not in the schools**, the hours of work **for Operations staff** shall be from 7:30 a.m. to 4:00 p.m. with a **thirty (30) minute** lunch break.

Normal shift premiums shall apply. The Operations Staff at **Division** Office shall be exempt from Article **17.01 (d)**. Exceptions to the hours of work during the summer **break** shall have the prior approval of the immediate out-of-scope supervisor.

On **staff development** days **during the school year,** when students are not in school, employees normally assigned the afternoon shift may start work between 7:00 and 9:00 a.m. subject to approval of the immediate out-of-scope supervisor and provided there is eight (8) hours of rest.

**e)** Operations Facilitator normally commences work at 7:00 a.m. and ends work at 4:00 p.m. but may, subject to agreement by the employee, be assigned to start between 7:00 a.m. and 9:00 a.m. on occasion with a one (1) hour lunch break.

**17.02** Where employees' working schedules vary from week to week, working schedules shall be posted not later than the Wednesday preceding the work week concerned.

**17.03** Minimum Hours: In the event of an employee starting work in any day and being sent home before **they** have completed three (3) hours, **they** shall be paid for three (3) hours.

**17.04** Throughout the heating season and during the year when heating is not required, the schools shall be checked on a schedule set out by the Superintendent of Facilities, or designate.

**17.05** All **part-time** employees shall be offered, in accordance with their seniority, assignments or extra hours to a maximum of forty (40) hours per week before any casual employee is assigned.

## ARTICLE 18 - OVERTIME

**18.01** Overtime Rates

All time worked beyond the normal day shall be deemed to be overtime. When conditions necessitate overtime and where work is authorized, such overtime will be paid for at the rate of double time. **The overtime work that is required will determine the job classification that is offered the overtime.**

**a) For Facility Operations employees that are assigned to a specific building, overtime will be offered to employees regularly working within the building in the following order:**

**i) Offered to the senior qualified within the job classification in the building and where there are multiple qualified employees in the same job classification that regularly work in the building, overtime will be offered by equal distribution over a school year.**

**ii) If no qualified regular employee from within the job classification within the building accepts the overtime, then it can be offered to any qualified CUPE Local 650 member within Facility Operations.**

**iii) If no qualified employee from within Facility Operations accepts the overtime, then it can be offered to any qualified CUPE Local 650 member.**

**b) For Trades employees that are not assigned to a specific building, overtime will be offered in the following order:**

**i) Offered to the senior qualified employee in the job classification and where there are multiple qualified employees within the job classification, overtime will be offered by equal distribution over a school year.**

**ii) If no qualified regular employee from within the job classification accepts the overtime, then it can be offered to any qualified CUPE Local 650 member within Trades.**

**iii) If no qualified regular employee from within Trades accepts the overtime, then it can be offered to any qualified CUPE Local 650 member.**

**18.02** An employee who is required to work on statutory holidays, other than special holidays, shall be paid, in addition to **their** regular pay, double time.

**18.03** On-Call and Emergency Call Back:

**a)** On-Call

An employee designated by the Employer as being on call shall be on call as per the following schedule:

WEEKENDS:

| | |
|---|---|
| Friday | 4:30 p.m. - 8:00 a.m. Saturday = **on-call period** |
| Saturday | 8:00 a.m. - 8:00 a.m. Sunday = on-call period |
| Sunday | 8:00 a.m. - 8:00 a.m. Monday = on-call period |
| Statutory Holiday | 8:00 a.m. - 8:00 a.m. on the day following statutory holiday = on-call period |

STATUTORY HOLIDAY occurring separate from weekend:

| | |
|---|---|
| Day before statutory holiday: | 4:30 p.m.-8:00 a.m. of statutory holiday = **on-call period** |
| Statutory Holiday: | 8:00 a.m. - 8:00 a.m. on the day following Statutory Holiday = on-call period |

Any employee designated by the Employer as being on call shall be paid **two (2) hours at the overtime rate for the 4:30pm – 8:00am on-call period** and three (3) hours at overtime rates **for the 8:00am – 8:00am on-call period** for which the employee is assigned to be on call.

**b)** Emergency Call-Back Time

Employees who are called out and required to work outside their regular working hours shall be paid at overtime rates, with a minimum of three (3) hours.

This provision shall not apply to the first call back during an on-call period.

**c)** **The Supervisor or Manager, Operations, shall communicate the on-call schedule to all HFTs to post on their internal boards and to all members of the current on-call team.** Employees so advised shall be on a rotation basis and carry out such duties as may be required.

**18.04** Notification of Overtime Work

The **Division** agrees that employees be notified forty-eight (48) hours in advance (except in case of emergency) of any night activity in the schools where it is necessary to have an employee in attendance.

**18.05** Calculation of Overtime Rates

Overtime will be calculated based on the hourly rates outlined in this agreement and multiplied by the overtime rates. Payment for overtime shall be accompanied by a statement.

Every employee required to remain on duty after the completion of **their** regular shift shall be paid in units of one-half (½) hour at the overtime rate provided that the employee remains on duty for the time **they are** claiming.

## ARTICLE 19 - VACATIONS

**19.01 Vacation Entitlements – Full-time and Part-time Employees**

**a)** Annual vacation shall be provided to employees who are covered by this Agreement in accordance with provincial legislation. The same provisions for annual vacation entitlement shall be extended to **part-time** employees as **full-time** employees

**b)** Every employee shall be entitled to vacation in accordance with the following schedule:

| Years of Service | Weeks Paid Vacation |
|---|---|
| after 1 | 3 |
| after 8 | 4 |
| after 16 | 5 |
| after 24 | 6 |

**c)** Twelve (12) month employees shall receive their vacation pay at the time of their vacation.

**d)** Vacation pay entitlement for part-time employees will be calculated on a semi-monthly basis and included on each cheque.

**e)** Any employee not having a year of service prior to commencement of the vacation period, shall be allowed vacation at the rate of one and one-fourth (1¼) working days for each completed month of service up to May 31st.

**f)** An employee leaving the service at any time in **their** vacation year, before **they have** had **their** vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

**19.02 Annual Vacation – Full-time Employees**

**a)** Normally, a maximum of **two (2)** week's **(ten (10)** days) annual vacation may be carried over in special circumstances upon receipt of written request outlining reasons, **upon** approval of the **immediate supervisor or designate**. In exceptional circumstances, such as, when an employee is on long term sick or Workers'

Compensation, **but not limited to,** an employee may request in writing to carry over up to **twenty (20)** days of annual vacation.

**b)** Each **Warehouse** employee shall, before April 15th in each year, submit all requests for vacation to the **Purchasing Manager** for approval. Final authorization of all requests will be made by the Superintendent of Facilities and posted by June 1st of each year. In exceptional circumstances, an employee may request in writing notification of the disposition of their vacation request prior to June 1st.

**c)** Each Operations employee shall arrange **their** vacation period in conjunction with the Head Facility Technician in the school in which **they are** employed. The Head Facility Technician shall, before April 15th in each year, submit the proposed vacation schedule to the Supervisor of Facility Operations and Maintenance, and upon approval of the Supervisor of Facility Operations and Maintenance, the vacation schedule shall be authorized and posted by June 1st of each year. In exceptional circumstances, an employee may request in writing notification of the disposition of their vacation request prior to June 1st.

**d)** Each **Trades** employee shall arrange **their** vacation period in conjunction with **their** supervisor. The supervisor shall, before April 15th in each year, submit the proposed vacation schedule to the **Supervisor of Facilities Maintenance & Project Management**. Normally, **Trades** employee vacation in the period July 1st to August 31st shall be restricted to a maximum of three (3) weeks. Upon the approval of the **Supervisor of Facilities Maintenance & Project Management**, the vacation schedule shall be authorized and posted by June 1st of each year. In exceptional circumstances, an employee may request in writing notification of the disposition of their vacation request prior to June 1st.

**e)** Normally, the vacation period for the Operations Department employees shall be within **all school break periods**.

**i)** Employees who request to take their vacation at times other than the normal vacation period will be allowed to do so with the approval of the appropriate immediate out-of-scope supervisor of each department **with requests being sent through with a minimum of ten (10) days' notice. Exceptions will be considered for emergent, unforeseen circumstances upon approval by the Supervisor or Manager**.

**ii)** It is understood that **vacation will be approved based on the operational requirements of the Division and will be approved on a first come first serve basis with seniority being the deciding factor if any conflicts arise that cannot be resolved within work area.**

**f)** Where an employee qualifies for sick leave requiring hospitalization and directly related convalescence during **their** period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or shall be reinstated for use at a later date, as approved by the Superintendent of Facilities. Such displaced days shall be charged to the

employee's sick leave account. The employee accepts the onus of providing the Human Resources Department with documentation, from a medical practitioner, verifying the dates and number of days spent in hospital and days of convalescence. An employee must cancel vacation leave if on extended sick leave, prior to vacation leave commencement.

## ARTICLE 20 – STATUTORY AND SPECIAL HOLIDAYS

**20.01** All employees shall have the following statutory and special holidays off with pay at the regular rates of pay: New Year's Day, Family Day, Good Friday, Easter Monday (or the Monday of **Spring Break**), Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, **National Day for Truth and Reconciliation** and any other holiday proclaimed by the Federal **or** Provincial Government.

**20.02** The **Supervisor of Facilities Maintenance & Project Management** shall post or otherwise communicate the names of employees on call. Employees so advised shall be on a rotation basis and carry out such duties as may be required.

**20.03** If December 24th falls on a workday, employees shall receive the full day off with pay.

**20.04** Effective January 1st, 2012, the days of work shall be revised by converting the three (3) working days between Christmas and New Years to unassigned days, while maintaining the same annual salary.

**20.05** Each employee who is employed by the **Division**, during July and August, with the exception of employees hired to fill summer positions not exceeding four (4) month's duration, shall be entitled to two (2) days leave with pay, which may only be taken during the months of July and August or, subject to approval, on a day when no students or teaching staff are assigned to be at school, with the exception of employees in the **Trades** Department. Subject to approval, employees in the **Trades** Department will be permitted to take these two (2) days at a time when staff and/or students are assigned to the schools, but will not be permitted to take the days during the summer, Easter break or Christmas break. Further, no more than two (2) **Trades** Department employees will be allowed to take these days concurrently on the days during the school year when staff and students are not in school. These days of leave are non-cumulative and non-transferable.

**20.06** If a **part-time** employee would ordinarily have worked on the days indicated in **Article 20**.01, **they** shall be paid a wage of one hundred percent (100%) of the regular salary **they** would have been entitled to, exclusive of overtime, were that day not a holiday.

**20.07** Where a **part-time** employee's wages varies from day to day, the rate of the regular wages determined in **Article 20**.01 will be in accordance with provincial legislation.

## ARTICLE 21 – SICK LEAVE PROVISIONS

**21.01** 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 *The Workers' Compensation Act*.

**21.02** Full-time employees shall earn one (1) day of sick leave each semi-monthly pay period, for an annual total of twenty-four (24) days.

**21.03** On January 1st of each year, the unused balance of sick leave allowance shall be carried forward as a credit to the sick leave account.

**21.04** The maximum number of days that may be accumulated in the sick leave account shall be one hundred and eighty-one (181) days, exclusive of the current year's twenty-four (24) days.

**21.05** Extension of Sick Leave

In special cases of illness of employees having over three (3) years of service, a special request for extra sick leave may be submitted to the **Division**, if accompanied by a physician's letter or certificate giving full details of the reasons for the request.

**21.06** Sick Leave Without Pay

Sick leave without pay may be granted at the sole discretion of the **Division** to an employee with medical documentation who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

**21.07** Chargeable to Sick Leave Account

**a)** Payments for days absent due to personal illness shall be made at the rate of regular salary at the time such illness occurs and the number of such days shall be deducted from the sick leave account. When the sick leave account is exhausted, payments shall cease.

**b)** An employee will be required to provide certification of an absence from a medical or dental practitioner for absences exceeding three (3) days.

**c)** The **Division** may, at its expense, at any time, require a Statutory Declaration or doctor's certificate as to any employee claiming sick leave.

**21.08** Part-time employees shall be entitled to sick leave allowance at the rate of one-half (½) day for every forty (40) hours of work.

**21.09** Sick leave with pay will only be granted when the accumulated credit is sufficient to cover the period of absence.

## ARTICLE 22 – TEMPORARY TRANSFERS

**22.01** In the event of illness or other absence of the Head Facility Technician in the secondary system/**Burnett Centre**, the duties and responsibilities shall be assumed on a temporary basis by the Operations Mechanic (where available). If there is no Operations Mechanic available, the duties and responsibilities shall be assumed by a Relief Facility Technician. If no Relief Facility Technician is available, the duties and responsibilities shall be assumed by the senior, qualified employee at the collegiate.

**22.02** In the event of the illness or any other absence of the Head Facility Technician in the elementary system the duties and responsibilities shall be assumed on a temporary basis by a Relief Facility Technician. If no Relief Facility Technician is available the duties and responsibilities shall be assumed by the senior, qualified employee at the school.

**22.03** **All** permanent employees who **are** assigned by the Employer to perform the duties of a higher classification for a period of at least four (4) hours, shall be paid for the entire time so employed at the rate of pay for that position. No employee shall receive a lesser amount of salary due to a temporary transfer.

**22.04** When part-time employees relieve a full-time employee they shall be subject to the provisions of Article **17**. Such employees shall also be subject to the provisions of **Article 34.01**.

## ARTICLE 23 – LEAVE OF ABSENCE

**23.01** Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours without loss of pay as follows:

**a)** Up to seven (7) members to participate in negotiations with the **Division** or its negotiating committee, including conciliation and mediation;

**b)** Up to four (4) members to investigate and process grievances and/or attend arbitration hearings;

**c)** Up to three (3) hours per month per Executive member to attend Union Executive meetings held in the evening, where the employee's hours of work cannot be adjusted;

**d)** To participate in other joint committees of the Union and the **Division**. In this case, the number of Union members will be specified in the structure of the joint committee.

Such absences must be scheduled in advance with the appropriate out-of-scope supervisor or the Superintendent of Facilities. Permission for such absences shall not be unreasonably withheld.

**23.02** Compulsory Quarantine

Salary for the time lost due to compulsory quarantine shall be paid to employees when certified by the Saskatchewan Health Authority or equivalent, and is not chargeable to sick leave.

**23.03** Leave of Absence Without Pay

Leave of absence without pay, but without loss of seniority, will be granted upon request to the **Division** to employees elected or appointed to represent the Union at Union Conventions and to employees elected to the Union Negotiating Committee who request leave in order to prepare for negotiations.

**23.04** Compassionate Leave

Compassionate leave with pay, shall be granted to an employee

**a)** 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, brother, sister, child, parent-in-law, sister or brother-in-law, daughter or son-in-law, grandchild, grandparent, grandparent of spouse or 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.

**b)** for a full day to attend the funeral of a friend or extended family member provided that the employee has the approval of the appropriate Superintendent.

**c)** 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 in order to minimize time away from work.

**d)** in extenuating circumstances, an employee may be granted compassionate leave for a period in excess of five (5) days or for instances other than the immediate family. In order for such a request to be considered, the employee shall supply details of the request to the Superintendent of Facilities.

**23.05** Judicial Leave

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

**a)** who is required to appear for jury selection or duty;

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

**c)** 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;

i) matrimonial property;
ii) child custody or access;
iii) maintenance or support;
iv) divorce;
v) 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.

**23.06** Leave for Union Officers

Any employee who is elected or selected for a full-time position with the Union or any Body with which the Union is affiliated or who is elected to a public office, will be granted leave of absence without pay but without loss of seniority by the **Division** for the term of that particular office or two (2) years, whichever is less. This period may be extended by the **Division**.

**23.07** 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.

**23.08** Maternity, Parental and Adoption Leave

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

**b)** Supplemental Employment Benefits (SEB) Plan

**i.** 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 **they are**:

**a)** on maternity leave

**b)** medically unfit for duty for health-related reasons due to pregnancy, delivery or post-delivery; and

**c)** in receipt of Employment insurance benefits in serving the one (1) week waiting period.

**ii.** Every employee who is eligible for SEB Plan benefits in accordance with **23.08 b) i.** 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.

**iii.** 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 **their** child.

**iv.** 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 **their** salary entitlement, subject to the usual deductions required.

**c)** Paternity Leave with Pay

Upon request a father 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:

- to attend at the birth of the child;
- to be present when the mother and child return from the hospital;
- to be present at the hospital on the day following delivery if it falls on a work day; or
- a combination of the above totaling three (3) days.

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

**d)** Adoption Leave with Pay

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

**23.09** Special Leaves

Without restricting the reasons for which leaves may be granted, an employee may be granted leave with full salary in respect of the following:

**a)** For absence from work for events considered Acts of God.

**b)** To attend important meetings of voluntary community organizations in which the employee holds key office.

**c)** To attend cultural and athletic activities at which the employee's presence is required.

**d)** To attend university convocations, secondary or post-secondary graduations involving self, spouse, sons, daughters, brothers, sisters, sons-in-law, daughters-in-

law or parents.

**e)** To attend one retirement function per year for each of self, spouse, father, mother, brothers or sisters.

**f)** Up to three (3) days to attend to matters which cannot be resolved without personal attendance. They must be emergent and of such a nature that they must take place at times which are in conflict with working hours.

**g)** To attend the writing of the Government of Canada citizenship test involving self, sons or daughters under the age of eighteen (18) and will be limited to three (3) such leaves in a career. Leave for the purpose of a swearing in ceremony for self or family member may be granted as unpaid leave or vacation leave.

Provided that:

All leaves are requested on Atrieve.

All leaves must have prior approval, with at least two (2) weeks prior notice in cases of sections **b, c, d, and e**.

The **Division** or its designate(s) shall give final consideration to the application and decide upon its disposition.

Expenses incurred while on leave shall be the responsibility of the employee.

**23.10** Educational Leave

**a)** An employee may be granted leave without pay in order to attend classes approved by the **Division** that will enable the employee to qualify for employment in other positions which may become available within the Facilities Department or the **Warehouse** Department.

Employees' hours of work may be rescheduled, in cooperation with the Union, to enable an employee to attend the approved classes.

**b)** Upon proof of certification resulting from a course approved in **23.10 a)**, the **Division** shall pay to the employee the cost of tuition, books and the cost to write the initial qualifying exam. Employees must obtain prior approval for such expenses.

**c)** Whenever possible, applications for leave will be submitted at least one (1) month prior to the first session of the class.

**d)** An employee who is given approval by the **Division** to attend a class at a time that conflicts with **their** normal working hours and rescheduling is not possible, may be granted leave with pay.

**23.11** Compassionate Care Family Leave

**a)** Upon request, an employee may be granted a leave of absence without pay of 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 leave shall 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 a spouse of the 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 fifty-two (52) 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.

**23.12 Interpersonal Violence Leave**

**The parties recognize that employees sometimes face situations of interpersonal violence in their personal life. Upon notification to the employer, employees shall be entitled to a paid leave for a maximum of five (5) days and an unpaid leave for a maximum of a further five (5) days for interpersonal violence leave as provided for in *The Saskatchewan Employment Act*.**

## ARTICLE 24 – MEDICAL EXAMINATION

**24.01** 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 LOU #1, Reasonable Accommodation.

## ARTICLE 25 – SUPPLEMENTATION OF COMPENSATION AWARD

**25.01** Effective September 1st, 2003, if an employee is prevented from performing **their** regular work with the **Division** on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of *The Workers' Compensation Act, 2013*, the **Division** will supplement the Award made by the Compensation Board for loss of wages to the employee by such an amount that the Award of the Compensation Board for loss of wages together with the supplementation of the **Division**, will equal the employee's regular net pay. Regular net pay shall be defined

as the net pay in the month preceding the initial lost time at work or the average semi-monthly net pay in the twelve (12) months preceding the initial lost time at work, whichever is greater. Either shall exclude extraordinary payments or deductions. If the month preceding the initial lost time at work includes retroactive pay, net pay for that month shall be recalculated to average the retroactive pay over the applicable period. When a negotiated economic salary increase takes effect, the net pay shall be recalculated based on regular monthly earnings at the new rate and, if the recalculated net pay is higher than the previous net pay, the supplement shall be adjusted accordingly (with no retroactivity). Each employee shall receive a photocopy of the Workers' Compensation Benefits Statement for benefits received.

**25.02** This provision shall not apply to occupational accidents which occur while an employee is engaged in activities not related to the employee's duties with the **Division**.

## ARTICLE 26 – RETIREMENT

**26.01** Retirement or Severance Gratuity

On 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, from commencement of their employment with the **Division**, that they have in their account. Employees having completed fifteen (15) years or more of continuous service with the Board shall be granted a gratuity based on ten percent (10%) of the number of earned, unused sick leave days, from commencement of their employment with the **Division** that they have in their account, or one (1) month's pay, whichever is the greater. For the purpose of this calculation only, unused sick leave in the account shall include sick leave that would have been earned in the balance of the calendar year of the retirement or severance. If an employee has not taken **their** vacation for the current year, **they** shall be paid in lieu of such vacation in the proportion of the time worked in the year of **their** retirement.

ln the event of death of an employee, the above shall be paid to **their** beneficiary.

Conversion Options

- a lump sum payment at the time of termination or retirement, or
- held over to the next taxation year.

**26.02** The rate of pay to be employed in **Article** 26.01 shall be the rate in effect on the date of retirement or severance.

**26.03** The severance gratuity is eliminated as of June 30, 2020.

**26.04** All permanent and probationary employees as of June 30, 2020, are grandfathered and are eligible for the retirement gratuity. **The accumulated number of sick days as at December 31 of each year shall be provided to each employee annually on or before January 31.** The retirement gratuity is not available to any employee hired after June 30, 2020.

**26.05** **Part-time** employees who are laid off in the summer months shall leave their sick leave gratuity with the **Division** for future use. If the employee has not returned to work within six (6) months after being laid off, the **Severance Gratuity** account will be closed.

## ARTICLE 27 – HEALTH AND SAFETY

**27.01** Health and Safety Committee

**a)** The Union and the Employer shall comply with all provisions of provincial legislation in a collaborative and co-operative manner.

**b)** A Joint Health and Safety Committee shall be established for the purpose of discussing and improving health and safety conditions and practices for members of the Union.

**c)** The Union shall name up to five (5) representatives to the committee.

**d)** The Employer shall name up to five (5) representatives to the committee.

**e)** The Union and the Employer shall each designate one of their representatives to act as co-chairpersons of the committee.

**f)** The Joint Committee shall:

- Hold its first meeting of each school year no later than October 30th.
- Hold meetings at least three (3) times per year, or more frequently if required by mutual agreement of the co-chairpersons.
- Establish operational procedures for the committee, including provision for the keeping and distribution of minutes.

**g)** All committee representatives shall be notified of all its regular meetings.

**h)** Both Employer and Union representatives must be present for a meeting to be held. A quorum is one-half (½) of the committee representatives with one-half (½) of that number being Union representatives.

**27.02** The committee shall be allocated a budget of $15,000 per annum to be spent on initiatives jointly developed and approved by the Union and the Employer. The fund may be used for projects that enhance the occupational health and safety of Union employees, such as training or safety initiatives and incentives, and costs associated with medical restriction

forms. Unspent funds shall be carried forward for allocation by the committee. The parties agree to work together to develop a mutually agreeable plan **and will discuss annually**, to provide necessary safety equipment and/or training to employees using the Occupational Health and Safety Fund.

**27.03** All employees working in any dirty capacity shall be supplied with all necessary tools, safety equipment, and protective clothing where needed.

**27.04** Time spent by employees in performance of their duties as members of the Occupational Health Committee shall be considered as time worked and payment shall be on the basis of straight time.

**27.05** The **Division** will purchase safety footwear for employees required to wear such footwear while at work.

**27.06** When an employee is required to use types of equipment with which the employee is unfamiliar, the **Division** shall provide suitable training in the safe and proper use of that equipment prior to its use.

## ARTICLE 28 – CASUAL EMPLOYEES

**28.01** Benefits and privileges for casual employees will be restricted to those currently enjoyed under provincial legislation until changes are specifically negotiated, except for the following provisions:

**a)** The number of casual employees assigned on a given day shall not exceed the number of **full-time and part-time** employees who are absent from work or temporarily reassigned.

**b)** All casual employees shall receive travel allowance, as per Article 32.09 of the Collective Agreement.

**c)** All casual employees shall have access to the grievance procedure of the Collective Agreement.

**d)** The Operations Facilitator shall be responsible for the training of casual employees.

**e)** Casual employees shall not be used to circumvent any privileges or benefits provided for in the Collective Agreement for those employees defined in Article 2.

**f) Casual employees shall earn seniority as set out in Article 13.**

**g) Casual employees shall be paid at a rate equal to that of a probationary employee.**

**h) The Division may discharge a casual employee for reasons of general unsuitability based on a fair and proper assessment.**

i) **Casual employees who have not worked in four (4) months shall lose seniority and employment shall 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 four (4) month period in which the employee has not worked.**

## ARTICLE 29 - JOB SECURITY

**29.01** The **Division** undertakes and agrees that, during the term of this agreement:

**a)** No permanent **full-time** employees will be laid off.

**b)** With the exception of the normal summer **break**, no permanent **part-time** employees will be laid off or have their hours (as determined by their current permanent position) reduced.

**c)** Any reduction in total positions or hours covered by this agreement shall be realized through attrition.

**d)** Any long service (five (5) years or more) Head Facility Technician displaced as a result of school closures shall be given priority with respect to day-shift assignment at their current rate of pay until such time as they are able to bid into another permanent position. The displaced employee will have twelve (12) months to bid into a new position. If the employee has not bid into another position in that twelve (12) months, the employee will be placed into the next available full-time position for which they are qualified and will be paid at the rate of pay for that position. If the Head Facility Technician of a school slated for closure bids out of the position within four (4) months of the closure, the Employer may require the employee to defer commencing the duties of the new position in order for the Technician to stay at the school until the date of closure. In this circumstance, the employee will be paid at the higher of the rate of the current position or the position being bid into. Any other permanent **full-time or part-time** employees who are displaced as a result of school closures shall be assigned other duties in accordance with their respective seniority until such time as they are able to bid into other permanent positions.

## ARTICLE 30 - NOON-HOUR SUPERVISION

**30.01** The parties agree that **full-time** and **part-time** employees may be assigned to provide noon-hour supervision in schools in accordance with the following provisions:

a) Noon-hour supervision must occur during unpaid breaks.

b) The assignment of noon-hour supervision is at the discretion of the school-based administrator.

c) Pay is given for actual time worked only.

d) Seniority is not a factor in the assignment of noon-hour supervision.

e) There are no minimum required notice periods for the assignment or the withdrawal of an assignment of noon-hour supervision.

f) Noon-hour supervision is voluntary.

g) Noon-hour supervision is paid at the same rate as provided for in the Regina Teachers' LINC Agreement and this rate is not subject to overtime provisions, call-back provisions or any other allowances.

## ARTICLE 31 - GENERAL CONDITIONS

**31.01 The Employer shall provide a suitable location in all schools and Burnett Centre for employees to have their meals and a suitable storage area for employees' personal belongings.**

31.02 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.

**31.03 An employee shall have the right to inspect their file in accordance with the provisions of Administrative Procedure 416. Only with prior written permission from the employee, the Union Executive shall have access to the employee's personnel file.**

**31.04 Staff Training**

**a) Division specified training programs shall be conducted during the hours of work and will be provided at Division expense.**

**b) The Union and Employer shall discuss staff training opportunities at the Joint Union/Management Committee.**

**c) Accommodations may be made to adjust work schedules where an employee is approved by the Division to take training for 5$^{th}$ Class Power Engineering or Fireman's Certification.**

## ARTICLE 32 - OTHER BENEFITS

**32.01** Pension Plan

All employees of the **Division** shall participate in **the Regina Civic Employees' Superannuation & Benefit Plan** and the **Division,** and the employees shall make contributions thereto in accordance with the terms of **the Regina Civic Employees' Superannuation & Benefit Plan**. Each employee shall receive an annual statement of accrued pension deductions from **the Regina Civic Employees' Superannuation & Benefit Plan**.

**32.02** 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.

**32.03** Group Insurance

All employees of the **Division** who work on a regular basis are required to join the Group Life Insurance Plan.

**32.04** Dental Plan

The **Division** shall provide, and pay the full premiums for, a dental plan. **The coverage, benefits and deductibles of the Dental Plan shall be as agreed by the Union and the Division.**

**32.05** Service Pay Bonus

**a)** Effective January 1st, 2002, all **full-time** employees who have completed five (5) years continuous service with the **Division** shall receive service pay at the rate of $3.63 semi-monthly, and an additional $2.50 semi-monthly on completion of each additional five (5) years of service.

**b)** All **part-time** employees who have completed five (5) years continuous service with the **Division** shall receive service pay at the rate of $3.63 semi-monthly, and an additional $2.50 semimonthly on completion of each additional five (5) years of service, computed on a prorated basis relative to normal hours of work as defined in **Article 17 – Hours of Work**.

**32.06** Higher Certification

**a)** **Full-time** employees with certification higher than their position calls for will receive $2.50 semi-monthly above the basic scale for their position for each higher certificate. It is understood that certification is defined as Refrigeration Engineers.

**b)** Any **full-time** operations employee (with the exception of probationary employees) holding a currently validated Fireman's Certificate shall be paid at a Facilities Technician's rate. Such an employee shall be subject to transfer to any of the **Division's** buildings in which a fireman is required in accordance with *The Boiler and Pressure Vessel Act, 1999.*

**c)** A **full-time** employee in the classification of 'Facility Technician', who holds a 5th Class Engineering Certificate shall receive, in addition to **their** regular salary, the sum of $21.00 semi-monthly.

**d)** Effective January 1st, 2021, all **full-time** employees who hold a valid Plant Engineers Certificate or 4th Class Engineering Certificate shall receive, in addition to regular salary, the sum of $21.00 semi-monthly.

**32.07** Shift Bonus

**a)** Employees, when employed on the afternoon shift, shall be paid 50¢ per hour in addition to the regular basic rates.

**b)** In schools **having a functional plant or boiler in excess of 100 h.p.,** there shall be a shift premium of 60¢ per hour.

**c)** In schools **having a functional plant or boiler in excess of 100 h.p.,** those employees required to work between 11:00 p.m. Friday and 7:00 a.m. Monday shall receive an additional 60¢ per hour for working on unsociable days and statutory holidays.

**32.08** Each **full-time** employee who holds a Refrigeration Engineer's Certificate shall receive in addition to **their** regular salary the sum of $21.00 semi-monthly when same is required by the **Division**.

Each **full-time** employee who is required by the **Division** to hold a Canadian Playground Inspector Certificate shall receive in addition to regular salary the sum of $21.00 semi-monthly.

Each **full-time** employee who is required by the **Division** to hold a Backflow Inspection Certificate shall receive in addition to regular salary the sum of $21.00 semi-monthly.

**32.09** **Vehicle** Expenses

**Vehicle** expenses shall be reimbursed at the **Division calculated** per kilometre **rates** for in-city, and out-of-city trips, with a minimum of $2.50 per return trip from April 1st to September 30th, or $3.00 per return trip from October 1st to March 31st, to employees using their private **vehicles** in the course of performing their duties, when **approved** by the Supervisor **or Manager of** Facility Operations. Employees are not obligated to use private vehicles in the course of their employment.

The **Division calculated** 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.

**R**eview periods and adjustment dates shall be as follows:

| Review Dates | Effective Date of Adjustment |
|---|---|
| October | January 1st |
| April | July 1st |

Claims must be received by January 15th for travel between July 1st and December 31st of the same year and by July 15th for travel between January 1st and June 30th of the same year.

**32.10** Extended Health Care Plan

Effective September 1st, 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**.

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

**32.11** 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 (refer to current EAP brochure on RBE website).

**32.12** Market Supplement Program

The objective of the Market Supplement Program is to ensure that the **Division** can attract and retain the employees required to provide appropriate service in the **Trades** Department.

A joint committee consisting of three (3) representatives of the Union and three (3) representatives of the Employer shall be established to consider market supplements as per below.

Either party may identify and bring forward for consideration classification(s) where skill shortages have or may impede service delivery. Upon receipt of identified classifications, the committee shall jointly analyze whether supplements are appropriate and, if so, the appropriate value of the supplements, taking into account service delivery impacts, turnover rates, recruitment analysis including vacancy rates, and salary market conditions.

Market supplements shall be effective upon joint agreement of the parties and shall be applicable to all employees in that classification on the date the market supplement becomes effective or, if they are hired after the effective date, the date of hire.

The market supplement shall be reviewed no less than annually by the joint committee. Should market conditions change so that a review sooner than one year from implementation is appropriate, such a review may be initiated upon request of either party.

If it is jointly determined that a market supplement is no longer needed or should be reduced, the market supplement shall be removed or reduced immediately for the purpose of new hires and shall be removed or reduced effective three (3) months from the date of

the decision for current incumbents.

It is understood that the market supplement is separate to the Collective Agreement wage schedule and is not used in the calculation of the general wage increase. General wage increases are applicable to the base wage only. Market supplements are considered pensionable earnings and are subject to statutory deductions and are included in the calculation of employee benefits where appropriate. They are also subject to union dues deductions as per the formula determined by the Union.

The current market supplements are set out below.

| Job Classification | Wage Supplement/ hour |
|---|---|
| Carpenter/Glazier 2 | $1.25 |
| Electrician 2 | $3.00 |
| HVAC Technician/Plumber 2 | $3.00 |
| Equipment Operator/Welder 2 | $1.00 |
| Instrument Repair Tech. 2 | $3.00 |

The market supplements will be implemented according to the terms set out in Section 32.12.

## ARTICLE 33 – JOB CLASSIFICATIONS AND PAY DAYS

**33.01** Employees shall be paid twenty-four (24) times annually, after the completion of each semi-month of service. On each pay day, each employee will be provided with an itemized statement of **their** wages and deductions. Payment shall be by direct deposit and shall include all regular pay and all premium pay earned for the pay period, subject to timely receipt of time sheets.

**33.02 Rates of pay for any current position reclassified, new classifications or new positions that may hereafter be established within the bargaining unit, shall be subject to negotiation and agreement between the Division and the Union.**

**The Division shall provide the Union access to copies of all job descriptions for all job classifications within the scope of the bargaining unit. When changes to the job 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.**

**Job descriptions shall be reviewed annually as per an agreed upon schedule.**

## ARTICLE 34 - CLASSIFICATION AND SALARY SCHEDULE - OPERATIONS

**34.01** Wages and Salaries

The Salary Schedule and Classification Schedule hereunder described has been established for the purpose of determining the salary category of each employee, and such employee shall carry out such duties as may be allotted to **the employee** by the **Division**.

| **OPERATIONS** | *Hourly Rate* | | | |
|---|---|---|---|---|
| *Job Classification* | Sep 1-2021 | Sep 1-2022 2% | Sep 1-2023 3% | Sep 1-2024 3% |
| Probationary Employee | 20.12 | 20.52 | 21.14 | 21.77 |
| Caretaker | 22.24 | 22.68 | 23.37 | 24.07 |
| Facility Technician | 24.08 | 24.56 | 25.30 | 26.06 |
| Grounds Maintenance (Summer) | 24.08 | 24.56 | 25.30 | 26.06 |
| Head Facility Technician 1 | 25.56 | 26.07 | 26.85 | 27.66 |
| Head Facility Technician 2 | 26.33 | 26.86 | 27.66 | 28.49 |
| Head Facility Technician 3 | 27.09 | 27.63 | 28.46 | 29.31 |
| Operations Mechanic | 27.09 | 27.63 | 28.46 | 29.31 |
| Skilled Labourer | 27.51 | 28.06 | 28.90 | 29.77 |
| Head Facility Technician 4 | 28.53 | 29.10 | 29.97 | 30.87 |
| Head Facility Technician 5 | 29.11 | 29.69 | 30.58 | 31.50 |
| Head Facility Technician 6 | 32.56 | 33.21 | 34.21 | 35.23 |
| Head Facility Technician 7 | 33.65 | 34.32 | 35.35 | 36.41 |
| Relief Facility Technician | 29.11 | 29.69 | 30.58 | 31.50 |
| Operations Facilitator | 35.72 | 36.43 | 37.53 | 38.65 |

Effective July 1, 2020, the semi-monthly salary paid to **full-time** employees will be calculated based on the number of working days in each calendar year multiplied by eight (8) hours divided by twelve (12) divided by two (2) times the hourly wage rate. For 2020, the calculation will equal 259 × 8 ÷ 12 ÷ 2 × working wage rate. For 2021, the calculation will equal 258 × 8 ÷ 12 ÷ 2 × hourly wage rate.

**34.02** Classifications

**a)** **A** Facility Technician **is an employee who holds the legal certifications required to perform the duties and responsibilities of the Facility Technician position.**

**b)** A Head Facility Technician is an employee who holds **the legal certifications required to perform the duties and responsibilities of the applicable Head Facility Technician position as follows:**

- Head Facility Technician 1 is in charge of an elementary school with no additional operations staff.

- Head Facility Technician 2 is in charge of an elementary school with greater than one (1) and less than or equal to two (2) full-time equivalent operations staff.
- Head Facility Technician 3 is in charge of an elementary school with more than two (2) full-time equivalent operations staff.
- Head Facility Technician 4 is in charge of an elementary school with more than three (3) full-time equivalent operations staff.
- Head Facility Technician 5 is in charge of the J.A. Burnett Education Centre, 1600 4th Avenue.
- A Head Facility Technician 6 is in charge of a collegiate.
- **A** Head Facility Technician 7 is in charge of Balfour Collegiate or Campbell Collegiate.

**c)** A Relief Facility Technician is an employee who acts in a relief capacity and **holds the legal certifications required to perform the duties and responsibilities of a Relief Facility Technician in a collegiate.**

**d)** An Operations Mechanic is an employee who holds **the legal certifications required to perform the duties and responsibilities of an Operations Mechanic position and** is in charge of the afternoon operations staff at a collegiate with more than seven (7) full-time equivalent operations staff.

**e)** **Part-time** employees shall be included in calculation on the basis of the percentage of time worked.

## ARTICLE 35 - CLASSIFICATION AND SALARY SCHEDULE - TRADES

The salary schedule and classification schedule hereinunder described has been established for the purpose of determining the salary category of each employee and such employees shall carry out duties as may be allocated to them by the **Division**.

**35.01** Wages and Salaries (Trades **Staff**)

Effective January 1st, 1985, any person hired (or re-hired) as a Trades **Staff** shall be designated as a Trades II, and shall receive an hourly salary as indicated in the following:

| **TRADES** | *Hourly Rate* | | | |
|---|---|---|---|---|
| *Job Classification* | Sep 1-2021 | Sep 1-2022 2% | Sep 1-2023 3% | Sep 1-2024 3% |
| Carpenter/Glazier 2 | 34.80 | 35.50 | 36.56 | 37.66 |
| Electrician 2 | 37.13 | 37.87 | 39.01 | 40.18 |
| Equipment Operator/Welder 2 | 35.72 | 36.43 | 37.53 | 38.65 |
| HVAC Technician/Plumber 2 | 35.72 | 36.43 | 37.53 | 38.65 |
| HVAC/Boiler Technician | 35.72 | 36.43 | 37.53 | 38.65 |
| Instrument Repair Tech. 2 | 37.13 | 37.87 | 39.01 | 40.18 |
| Painter 2 | 30.53 | 31.14 | 32.07 | 33.04 |
| Plasterer 2 | 33.96 | 34.64 | 35.68 | 36.75 |
| Roofer/Tinsmith 2 | 35.34 | 36.05 | 37.13 | 38.24 |
| Maintenance Co-ordinator | 41.18 | 42.00 | 43.26 | 44.56 |
| Locksmith | 31.15 | 31.77 | 32.73 | 33.71 |

*Note: The above rates do not include the wage supplement as per Article **32.12**.*

**35.02** Head Trades II and Equipment Operator/Welder II

When any employee is required to supervise three (3) or more employees **they** will be paid at a rate of five percent (5%) more than **the employee's** present rate and shall be designated as a Head Trades II. When a trades **staff** is assigned in writing by an out-of-scope supervisor to provide on-site construction co-ordinating duties for projects during the normal vacation periods including Christmas and **Spring** breaks, **the employee** will be paid at a rate of five percent (5%) more than **the employee's** present rate. The allowance will be paid for the hours on site only. Assignments will not be based on seniority.

**35.03** Wages and Salaries (Non-Trades)

| **NON-TRADES** | *Hourly Rate* | | | |
|---|---|---|---|---|
| *Job Classification* | Sep 1-2021 | Sep 1-2022 2% | Sep 1-2023 3% | Sep 1-2024 3% |
| Labourer | 23.73 | 24.20 | 24.93 | 25.68 |
| Tractor Operator/Labourer | 24.92 | 25.42 | 26.18 | 26.97 |
| Equipment Operator/Welder | 28.22 | 28.78 | 29.65 | 30.54 |
| Skilled Labourer | 27.51 | 28.06 | 28.90 | 29.77 |
| Small Engine Mechanic | 27.51 | 28.06 | 28.90 | 29.77 |

## ARTICLE 36 - CLASSIFICATION AND SALARY SCHEDULE - WAREHOUSE

**36.01** Wages and Salaries

The Salary Schedule and Classification Schedule hereunder described has been established for the purpose of determining the salary category of each employee, and such employee shall carry out such duties as may be allocated to **them** by the **Division**.

| **WAREHOUSE** | *Hourly Rate* | | | |
|---|---|---|---|---|
| *Job Classification* | Sep 1-2021 | Sep 1-2022 2% | Sep 1-2023 3% | Sep 1-2024 3% |
| Chief Shipper/Receiver | 28.19 | 28.75 | 29.62 | 30.50 |
| Stock Clerk | 24.92 | 25.42 | 26.18 | 26.97 |
| Delivery Driver & Warehouse Labourer | 24.92 | 25.42 | 26.18 | 26.97 |

## ARTICLE 37 - COPIES OF AGREEMENT

Copies of new Agreements will be issued by the Union within thirty (30) days of signing to all employees, and further supply a copy to all new employees.

## TERMS OF AGREEMENT

This Agreement replaces the preceding Agreement, which was dated **September 1, 2016,** to August 31, **2022**. This Agreement shall remain in force from the first (1st) day of September, **2022** to the thirty-first (31st) day of August, **2025,** and thereafter from year to year, provided that either party may, not less than **sixty (60) days nor more than one hundred and twenty (120) days** before the thirty-first (31st) day of August in any year, give notice in writing to the other party to terminate the said Agreement or to negotiate a revision thereof. Each of the parties shall make their negotiating representatives available for a meeting at which time proposals, if any, shall be exchanged on a mutually agreeable day no later than September 30th and both parties shall thereupon carry on such negotiations in good faith.

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 made and executed this 20th day of Dec, **2024.**

Signed on behalf of CUPE 650:

Daniel Bertabe, President, CUPE 650

Dave Dyck, Secretary, CUPE 650

Theresa Sabourin, CUPE Representative

Signed on behalf of
Regina Public School Division:

Mark Haarmann, Director of Education

Naomi Mellor, Deputy Director,
Division Services/CFO

## LETTER OF UNDERSTANDING #1

***Re: 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, 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.

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.

Signed this 20th day of Dec, **2024**

Signed on behalf of CUPE 650:

Daniel Berube, President, CUPE 650

Dave Dyck, Secretary, CUPE 650

Theresa Sabourin, CUPE Representative

Signed on behalf of
Regina Public School Division:

Mark Haarmann, Director of Education

Naomi Mellor, Deputy Director,
Division Services/CFO

## LETTER OF UNDERSTANDING #2

***Re: Joint Benefits Committee***

**Regina Public Schools will form a Joint Employee Benefits Committee consisting of employer and participating employee group representatives. The Committee will operate on a consensus basis, guided by principles of transparency, collaboration, and mutual trust.**

**The purpose of the Committee is to:**

- **Learn about and review the employee benefits plan,**
- **Promote information and education about the plan to employees, and**
- **Monitor plan usage and prioritize areas for modification and review the annual renewal documentation and premium rates prior to renewal.**

**To support its work, the committee will engage a technical consultant to be selected by the committee with expertise in employee benefit programs and on a shared-cost basis between Division and union(s). The technical consultant will:**

- **Gather market information to help calibrate program offerings with comparison to similar organizations,**
- **Provide utilization metrics and analytics to ensure maximum benefits to the employer and employees.**
- **Provide advice/guidance and information related to the management of the plan including assisting with the process of ensuring the most favorable annual renewal options.**
- **Meet with and provide reports and presentations to the committee and other groups as requested by the committee, and**
- **Other duties as agreed by the parties.**

**The parties acknowledge that a Health Spending Account is an enhancement to the benefit plan that has been requested by the Union, however, as an added benefit would result in a substantive increase to the benefit premiums therefore, the parties agree to discuss the enhancement during the next round of negotiations.**

**The coverage, benefits and deductibles for employees covered by this Agreement shall be as agreed by the Union and the Board as per Article 32.**

Signed this 20th day of Dec, **2024**

Signed on behalf of CUPE 650:

Dane Berube, President, CUPE 650

Dave Dyck, Secretary, CUPE 650

Theresa Sabourin, CUPE Representative

Signed on behalf of
Regina Public School Division:

Mark Haarmann, Director of Education

Naomi Mellor, Deputy Director,
Division Services/CFO

## LETTER OF UNDERSTANDING

**BETWEEN:** **The Board of Education of the Regina School Division of Saskatchewan No. 4, hereinafter referred to as the Employer**

**AND:** **Canadian Union of Public Employees, Local 650, hereinafter referred to as the Union**

**RE: RATE OF PAY – CASUAL EMPLOYEES RELIEVING HEAD FACILITY TECHNICIAN**

**The parties agree effective April 22nd, 2024 a casual employee who is called to relieve a Head Facility Technician (HFT) shall be paid at the higher HFT rate of pay.**

**The parties further agree to add the above clause to the Collective Agreement during the current round of bargaining.**

**Signed this** 7 **day of** May **, 2024.**

**Signed on behalf of the Union:**

Daniel Berube
**President**

**Chief Shop Steward, CUPE 650**

**Signed on behalf of the Employer:**

Naomi Mellor
**Deputy/Director CFO**

## LETTER OF UNDERSTANDING

**BETWEEN:** **The Board of Education of the Regina School Division of Saskatchewan No. 4, hereinafter referred to as the Employer**

**AND:** **Canadian Union of Public Employees, Local 650, hereinafter referred to as the Union**

**RE: RATE OF PAY – PROBATIONARY EMPLOYEES RELIEVING AT A HIGHER CLASSIFICATION**

**The parties' agree as of the date of signing of this Letter of Understanding, a probationary employee who is called to relieve a Head Facility Technician (HFT) shall be paid at the higher HFT rate of pay.**

**The parties further agree to add the above clause to the Collective Agreement during the next round of bargaining as Article 12.10.**

**Signed this** 22 **day of** February **2022.**

**Signed on behalf of the Union:**

**Daniel Berube**
**President**

**Signed on behalf of the Employer:**

**Naomi Mellor**
**Deputy/Director CFO**

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