COLLECTIVE AGREEMENT

between

THE BOARD OF EDUCATION OF THE REGINA SCHOOL DIVISION NO. 4 OF SASKATCHEWAN

and

THE SASKATCHEWAN UNION OF NURSES

For the period: September 1, 2023 to August 31, 2028

REGINA PUBLIC SCHOOLS

SASKATCHEWAN UNION OF NURSES

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Table of Contents

PREAMBLE		5
ARTICLE 1 – SCOPE		5
ARTICLE 2 – RECOGNITION		5
ARTICLE 3 – UNION SECURITY		6
ARTICLE 4 – CHECK-OFF UNION DUES		6
ARTICLE 5 – OCCUPATIONAL HEALTH AND SAFETY		6
ARTICLE 6 - NO DISCRIMINATION AND HUMAN RIGHTS EQUITY		7
ARTICLE 7 – LEAVES OF ABSENCE		7
7.01	Leave for Union **Business**	7
7.02	General Leave	7
7.03	Negotiating	7
7.04	Maternity, Parental and Adoption Leave	8
7.05	Paternity Leave or Adoption Leave with Pay	8
7.06	Education Leave	8
7.07	Compassionate Leave	8
7.08	Special Leave	9
7.09	Judicial Leave	9
7.10	Compassionate Care Family Leave	10
ARTICLE 8 – GRIEVANCE PROCEDURE		10
	Definition	10
8.01	**Informal Discussion**	10
8.02	Step 1	10
8.03	Step 2	10
8.04	Step 3	10
8.05	Grievance Time	11
8.06	Accessibility to **Employer** Premises/Documents	11
8.08	Arbitration Limits	11
8.09	Expedited Arbitration / Mediation	11
ARTICLE 9 – SENIORITY		11
ARTICLE 10 – PROMOTIONS AND VACANCIES		13
10.01	Postings	13
10.03	Applications for Posted Positions	13
ARTICLE 11 – VACATION PAY		13
ARTICLE 12 – DAYS OF WORK		14
ARTICLE 13 – OVERTIME		14

ARTICLE 14 – REST AND MEAL PERIODS 14

ARTICLE 15 – ALLOWANCES 15

ARTICLE 16 – PAYMENT OF WAGES 15

ARTICLE 17 – SICK LEAVE 15

ARTICLE 18 – SUSPENSION AND DISMISSAL 15

18.07 Adverse Reports 16

18.08 Performance Review 16

18.09 Personnel Files 16

ARTICLE 19 – CLASSIFICATION 16

ARTICLE 20 – BENEFIT PLANS 16

20.01 Pension Plan 16

20.02 Disability Plan 17

20.03 Group Life Insurance 17

20.04 Retirement and Severance Gratuity 17

20.05 Dental Plan 17

20.06 Employee Counseling 17

20.07 Extended Health Care Plan 17

ARTICLE 21 – CLASSIFICATIONS AND WAGE RATES 17

21.01 Incremental Credit 17

ARTICLE 22 – NO STRIKE/NO LOCKOUT 18

ARTICLE 23 – EMPLOYER FACILITIES 18

ARTICLE 24 – TECHNOLOGICAL CHANGE 18

ARTICLE 25 – CORRESPONDENCE 18

ARTICLE 26 – DEDUCTIONS FROM PAY 18

ARTICLE 27 – DURATION OF AGREEMENT 18

LETTER OF UNDERSTANDING #1 LABOUR-MANAGEMENT COMMITTEE 20

LETTER OF UNDERSTANDING #2 RETIREE EXTENDED HEALTH BENEFITS 21

LETTER OF UNDERSTANDING #3 DUTY TO ACCOMMODATE 22

LETTER OF UNDERSTANDING #5 BENEFIT PLAN AMENDMENTS 23

Schedule “A” Wage Schedule 24

APPENDIX A Proposed Memorandum of Settlement 25

INDEX 26

SUN/THE BOARD OF EDUCATION OF THE
REGINA SCHOOLDIVISION NO. 4 OF SASKATCHEWAN

Between: The Saskatchewan Union of Nurses (The Union)

And: The Board of Education of the Regina School Division No. 4 of Saskatchewan (The Employer)

The following represents the terms and conditions as agreed to by the parties during collective bargaining and forms the basis of the collective bargaining agreement between the parties.

PREAMBLE

Whereas it is the desire of the Employer and the Union to:

(a) Maintain and improve harmonious relations;

(b) Recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and salary;

(c) Encourage safety and efficiency of operations;

(d) Promote the morale, well-being and security of all employees; and

(e) Provide for collaboration between the parties in order to secure the best possible educational services for the students and to provide the best possible nursing and personal care in the context of a school environment.

The parties to this agreement do hereby enter into, establish and agree to the following terms:

ARTICLE 1 – SCOPE

1.01 This Agreement shall apply to all Registered Nurses, Graduate Nurses, Registered Psychiatric Nurses and Graduate Psychiatric Nurses employed as such by the Employer.

1.02 The Employer shall pay the annual licensing fees for registration in the College of Registered Nurses of Saskatchewan (CRNS) or the College of Registered Psychiatric Nurses of Saskatchewan (CRPNS) within 30 days from when the employee submits their receipt to the Employer of payment to the licensing body.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Saskatchewan Union of Nurses as the sole bargaining agent for all Nurses within the scope of this Agreement. The Employer and the Union shall have the right at any time to have the assistance of persons who are not employees of the Employer or the Union in connection with any negotiations pursuant to this Collective Agreement.

2.02 No Employee specified in Article 1.01 shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Collective Agreement.

2.03 The **Employer** shall provide access to space on bulletin boards in all schools that employ SUN members upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the members.

ARTICLE 3 – UNION SECURITY

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

3.02 The Employer will post all policies and administrative procedures on its website. Policies and procedures made by the Employer affecting Employees within the scope of this Agreement must be consistent with the terms of this Agreement.

3.03 The Employer agrees that no employee, as defined in this agreement, shall be laid off except in cases of school or program closures, catastrophic events, disputes involving other educational labour organizations, and actions taken by parliamentary, legislative and/or municipal bodies which directly affect the operations of the Board of Education of the Regina School Division No. 4 of Saskatchewan.

3.04 The Employer agrees not to make any contracts for RN/RPN services, if such contract will result in the lay-off of permanent staff covered by this agreement.

3.05 The term 'lay-off' does not include suspension or dismissal.

3.06 Article 3.03, 3.04, 3.05 and 3.06 shall be in effect for the term of this agreement.

3.07 A representative 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 during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of union membership and his/her responsibilities to the Employer and the Union.

ARTICLE 4 – CHECK-OFF UNION DUES

4.01 (a) The Employer agrees to deduct union membership dues, fees and assessments from the earnings due members of the Union and that all deductions will be remitted to the Provincial SUN office within fifteen (15) calendar days following the date deductions were made along with a list of members; names, addresses, status, and the amount deducted.

(b) Local dues, fees and assessments shall be remitted to the Local within fifteen (15) calendar days following the date deductions were made. The Employer shall, when remitting such dues, provide in a single report, the members: names, work location, status, classification and the amount deducted.

(c) A list of newly hired and terminated Employees shall also accompany the remittance in addition to the information required above.

ARTICLE 5 – OCCUPATIONAL HEALTH AND SAFETY

5.01 The **Employer** shall make provision for the safety and health of the Employees during working hours, and the Union may, from time to time, bring to the attention of the **Employer** any recommended changes in this regard. A member of the Union may serve on the Occupational Health Committees, where they exist.

5.02 Employees are encouraged to be sensitive to the needs of students, bringing forward concerns or recommendations relative to student health care needs, safety issues and other matters of mutual concern.

These concerns or recommendations shall be addressed through normal administrative channels.

(a) At the start of the school year, and as needed throughout, the Employer and the Local agree to meet to discuss and plan for student needs and identify necessary equipment, supplies, training, etc. The Employer will support the nurses in obtaining what is required to fulfill the necessary care and needs of the students.

Registered nurses have the responsibility to provide the necessary care to students based on the needs prescribed by a medical practitioner. This includes the ability to request the procurement of essential supplies, equipment to meet student needs.

(b) The Employer, through consultation with nurses, shall have in place nursing practice policies and procedures to support the applicable Administrative Procedures related to students with intensive health and safety needs. Where educational needs arise from new nursing practices or procedures, the Employer shall provide such education during Employees' regular hours of work.

5.03 When a nurse identifies a professional practice or safety concern, the nurse shall report the concern to the Principal. The nurse and Principal shall meet within seven (7) days to review and discuss resolutions to those issues. Any recommendations towards resolving the concerns brought forward will not unreasonably be dismissed.

ARTICLE 6 – NO DISCRIMINATION AND HUMAN RIGHTS EQUITY

6.01 The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with regard to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, discipline, classification, discharge, educational leave or otherwise by reason of age, race, creed, colour, national origin, political affiliation, residence, familial or religious affiliation, sex or marital status, sexual orientation, physical and mental disabilities, nor by reason of membership or activity in the Union.

The Union and the Employer agree with the principle of achieving a representative workforce.

ARTICLE 7 – LEAVES OF ABSENCE

7.01 Leave for Union **Business**:

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

(b) 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 Employer for the term of that particular office or two (2) years, whichever is less. This period may be extended by the Employer.

(c) Upon mutual agreement between the Union and the Employer, the Employer will continue to pay normal salary and benefits to those Employees to attend to Union business as referred to in Article 7.01 (a) and that the Employer is to charge SUN Provincial for reimbursement of the actual payroll costs.

(d) Any time spent by representatives of the Union at the request of the Employer shall be paid by the Employer at the applicable rates of pay.

7.02 General Leave: The Employer 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.

Where an Employee provides the name of a qualified replacement, who is already a casual or part-time Employee of the Employer and is not scheduled to work during the period of the requested leave of absence without pay, and who agrees to cover the period of time, the Employer may approve the leave request. Approval of the leave will not be unreasonably denied.

If the requested leave cannot be granted, the Employer shall provide, in writing, valid reasons for the refusal of such leave. Upon return to service, the Employee shall be placed in the Employee's former position, or, if that position no longer exists, in a position equivalent to that which the **Employee** held prior to the leave.

7.03 Negotiating: An Employee shall suffer no loss in salary for time spent from duties for the purpose of negotiations with the Employer or its representatives, or for participation in grievance, conciliation or arbitration proceedings on matters arising out of this Agreement.

Contract negotiations shall be conducted during working hours, with leave with pay for up to two (2) Union members.

7.04 Maternity, Parental and Adoption Leave:

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

(b) Additional leave without pay may be granted when mutually agreed by the Employer and the Employee.

(c) Supplemental Unemployment Benefits (SUB) 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 SUB Plan benefits if she is:

- On maternity leave;
- Medically unfit for duty for health-related reasons due to pregnancy, delivery or post-delivery; and
- In receipt of Employment Insurance benefits or serving the two-week waiting period.

(ii) Every Employee who is eligible for SUB Plan benefits in accordance with Article 7.04 (a) shall be entitled to such benefits for a period of seventeen (17) weeks commencing the date of delivery, without being required to provide medical evidence. SUB 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 SUB Plan benefits, using forms established by the Employer, no later than one hundred and twenty (120) calendar days following the birth of her child.

(iv) The amount of SUB Plan benefits provided shall be the amount required to supplement the Employee's Employment Insurance benefits to 95% of her salary entitlement, subject to the usual deductions required.

7.05 Paternity Leave or Adoption Leave with Pay:

(a) 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:

(i) To attend at the birth of his child;

(ii) To be present when the mother and child return from the hospital; or

(iii) A combination of (a) and (b) totaling three (3) days.

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

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

7.07 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, sibling, child, **step-child**, parent-in-law, sister or brother-in-law, daughter-or son-in-law, grandchild, grandparent, grandparent of spouse and parent surrogate, **or someone with whom they have had acted as the parent surrogate.**

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

(b) **Serious illness shall be defined as surgery under general anesthetic or any situation in which a physician indicates the situation is potentially life threatening.**

(c) **Serious illness which is followed by the death of a family member will be considered as two (2) separate leave situations.**

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

(e) The Employer may grant compassionate leave in instances other than the immediate family.

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

7.08 Special Leave: Special Leave, with pay, may be granted an Employee:

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

(b) For absence from work due to events considered Acts of God;

(c) To attend cultural and athletic activities at the provincial or national level 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, grandchildren or parents;

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

(f) To attend important meetings of voluntary community organizations in which the Employee holds a key office;

(g) To write examinations to upgrade employment qualifications;

(h) To attend the swearing in ceremonies of new Canadians involving self, spouse, sons, daughters, or parents, which will be limited to a total of three such leaves in a career.

7.09 Judicial Leave: Leaves 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 **Employer** 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.

7.10 Compassionate Care Family Leave:

(a) Upon request, an Employee may be granted a leave of absence without pay for up to **twenty-eight (28)** weeks to provide care or support to a gravely ill family member who is at risk of dying within twenty-six (26) weeks. Approval of the leave will not be unreasonably denied.

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

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

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

7.11 It is expected that employees will schedule medical, dental, and optical appointments in such a way as to minimize the period of absence. An employee who is unable to schedule an appointment in such a way as to minimize the period of absence shall be granted leave with pay to attend the appointment and such leave shall be deducted from the employee's sick leave entitlement.

ARTICLE 8 – GRIEVANCE PROCEDURE

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

8.01 **Informal Discussion**

Union members shall endeavour to settle **any dispute or disagreement** through **discussion within the** appropriate administrative channels before a formal **grievance** is filed.

8.0**2** **At the request of either party during any stage of the grievance or arbitration procedure, the parties shall meet to discuss the matter of the grievance without prejudice to their respective position.**

Step 1: **Failing resolution of the dispute or difference through informal discussion, if the Union considers it has a grievance it shall, within thirty (30) days of its occurrence, submit a written and signed grievance to the Superintendent, Human Resources setting out the following:**

(a) The nature of the grievance and the circumstances out of which it arose;

(b) The section or sections of the agreement violated or claimed to have been violated;

(c) The remedy or correction the Employer is required to make.

The Superintendent, Human Resources shall render a written response within ten (10) working days of receiving the grievance.

8.0**3** **Step 2: If the grievance remains unsettled, the grievance may be referred to the Deputy Director of Division Services or designate in writing, within ten (10) working days of having received the response of the Superintendent, Human Resources at Step 1.**

The Deputy Director of Division Services or designate shall render a written response within ten (10) working days of receipt of the grievance at Step 2.

8.04 Step **3**: **In the event that the grievance remains unsettled, the matter shall be referred to arbitration within fifteen (15) working days of the Deputy Director of Division Services or designates response. If the grievance is not referred to arbitration within fifteen (15) working days, the grievance shall be deemed to have been settled.**

If the representatives for each party are unable to agree on a Chairperson/Arbitrator, the Minister of Labour will be requested to appoint the Chairperson/Arbitrator.

The Employer and the Union shall bear the expense of its witnesses (if any), its respective nominees to the Arbitration Board and shall bear equally the expenses of the Chairperson or the Single Arbitrator.

8.05 Grievance Time: Any request to extend the time limits specified in Article 8 shall be in writing and shall be subject to mutual agreement by the parties.

8.06 Accessibility to **Employer** Premises/Documents: All reasonable arrangements will be made to permit a Union **representative**, who is in the process of presenting a grievance, to have access to any part of the Employer'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, Employer documents relevant to the settlement of a grievance as per *The **Local Authority** Freedom of Information and Protection of Privacy Act.*

8.07 The **Arbitrator or** Arbitration Board shall hear and determine the grievance and shall issue a majority decision in writing. The decision is final and binding on all parties.

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

8.09 Expedited Arbitration / Mediation:

(i) Notwithstanding the above, the parties may mutually agree to refer a grievance to expedited arbitration/mediation. The parties may mutually agree to a single arbitrator who shall hear the grievance(s) and render a decision within two (2) working days of the hearing. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

(ii) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(iii) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(iv) Whenever possible, the Arbitrator will attempt to mediate a settlement between the parties.

(v) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

(vi) The parties shall attempt to prepare an agreed to statement of facts for the presentation to the Arbitrator.

(vii) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

ARTICLE 9 – SENIORITY

9.01 Seniority for all Employees shall **be the** date from the commencement of employment upon successful completion of probation as per Article 9.03.

9.02 All rights of employment, recall and seniority shall terminate:

(a) The effective date of resignation, when an Employee resigns;

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

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

(d) Upon appointment on a probationary or permanent basis to an out-of-scope position (excluding temporary appointments).

9.03 All new Employees appointed to permanent positions shall be regarded as probationary Employees for the first ten (10) months for which payment has been received. During the probationary period, the Employee shall have no seniority or bidding rights and anytime during that period the Employee may be terminated for unsuitability.

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

9.04 In the event a staff reduction in an Employee's normal hours of work becomes necessary through a reduction of work to be done, the most senior Employees shall be retained or given first opportunity at remaining positions or options.

9.05 The Employer agrees to prepare and distribute in the month of October of each year, or at such other time as may be mutually agreed upon, a list of the names of all Employees, including those on an approved leave of absence, indicating their respective positions and seniority standing as of July 1st of that year. Employees shall have **thirty (30)** days from date of receipt of the list to indicate errors.

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

9.06 The Employer may lay off an Employee in accordance with provincial legislation.

(a) For the information of Employees, notice is as follows:

(i) One (1) weeks written notice, where the period of employment is at least thirteen (13) consecutive weeks, but less than one (1) year;

(ii) Two (2) weeks written notice, where the period of employment is at least one (1) year, but less than three (3) years;

(iii) Four (4) weeks written notice, where the period of employment is three (3) years or more, but less than five (5) years;

(iv) Six (6) weeks written notice, where the period of employment is five (5) years or more, but less than ten (10) years;

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

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

(b) Employees who work on the basis of the school year shall be deemed to be laid off for the school vacation periods. For permanent Employees in positions which were posted without end dates, recall following the school vacation periods shall be automatic unless **Employer** has served lay-off notice in accordance with Article 9.06 (a). This Article will serve as notice of lay-off and recall for the school vacation periods. Article 9.06 (a) does not have application in these situations.

9.07 In the event that the Employer determines that the lay-off of Employees is necessary, the Employer shall lay-off Employees in inverse order of their seniority.

9.08 Any Employee laid off would have the option of remaining on staff in a Casual Employee capacity and be offered a position according to seniority if one comes available, prior to other Employees being hired.

9.09 The Employer may employ individuals on a casual basis, subject to the following conditions:

(a) The Employer will endeavour to employ, in order of seniority, laid-off Employees;

(b) Employment on a casual basis shall be restricted to anticipated assignments thirty (30) consecutive days or less;

(c) In cases of illness or maternity, parental or adoption leave, or in such other situations as the **Employer** and the Union may agree to from time to time, temporary Employees may be used for the entire term of the leave.

If it is determined by the **Employer** that the transfer of a successful applicant during the school year would have serious adverse effect on the student(s) with whom that individual is presently working, a casual Employee may be utilized in the vacant position for a period of time not to exceed the balance of the current school year.

ARTICLE 10 – PROMOTIONS AND VACANCIES

10.01 Postings:

(a) The Human Resources Office shall post notice of new positions and positions declared vacant, including temporary vacancies of 60 calendar days or longer. A permanent increase in excess of 0.3 (1 ½ days per week) work time will necessitate the posting of that position.

(b) Vacancy postings shall indicate a closing date of five (5) school days from the anticipated date of receipt in the workplace.

(c) Any notice of vacancies posted during the school summer vacation shall indicate a closing date no earlier than two (2) weeks prior to the first school day in the fall. Such notice shall be posted in the Education Centre at least seven (7) calendar days prior to, and remain posted until the closing date.

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

10.02 Employees shall be entitled to bid for positions or vacancies by means of a written application which is to be submitted to the Human Resources Office of the Employer. Any application received after the posted closing date may not be considered.

10.03 Applications for Posted Positions:

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

(b) Subsequent to the first working day of any school year, applications for posted positions, which begin within that same school year, from Employees who have already successfully bid into two (2) positions within that same school year, may be set aside in favor of an application from a less senior applicant.

(c) If there is no qualified Union applicant, the Employer may fill the position from outside the bargaining unit.

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

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

10.04 Prior to Employer initiated transfers being effected, consultation must occur with the Employee, who may choose to be accompanied by a representative of the Union. When a transfer occurs, which may impact on the posting process, the Union shall be consulted. The Employer will consider requests for transfer initiated by Employees. The Employer shall act in a manner that is not arbitrary, discriminatory or in bad faith.

ARTICLE 11 – VACATION PAY

11.01 Every Employee shall be entitled to vacation pay as follows:

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

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

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

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

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

11.02 Vacation pay shall be payable on January 31st, April 30th, and June 30th of each school year, or upon termination of employment.

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

ARTICLE 12 – DAYS OF WORK

12.01 Days of work shall coincide with the school days of each school year, as determined by the **Employer**, and shall include all professional development days and non-instructional days as determined annually by the Labour-Management Committee.

Upon discussion with the Employer, nurses may utilize professional development days to obtain recertification in any required skills (CPR, BCLS, specialty training based on student needs) and knowledge and skills relevant to their profession. All costs of training required by the Employer shall be borne by the Employer.

12.02 If an Employee is requested by the principal and agrees to work on more than the number of days in the school year, the Employee shall be paid an additional sum computed on the basis of the number of additional days worked, multiplied by the Employee's regular daily rate of pay.

12.03 Where the Employer requests, either on its own behalf or acting as an agent for the ambulance or any other form of transportation, that an Employee escort a student being transported through any means, such Employee shall be considered an Employee of the Employer and:

(a) Shall not lose regular earnings or days off for the time spent resulting from escort. Escort duty shall be counted as the time elapsed from leaving the residence/school/facility to return to the residence/school/facility;

(b) An Employee required to attend the student and/or while waiting to return and/or while in return travel shall be paid overtime in accordance with Article 13 for the period exceeding normal hours of work **and any associated costs related to the escort duty shall be covered by the Employer;**

(c) An Employee shall not be required to perform escort duty against **their** wishes when other Employees of the Employer are willing to perform this duty and the student's medical care needs can be safely met.

12.04 Casual or additional hours shall be offered to Employees based on procedures developed in consultation with and approval of the Local.

ARTICLE 13 – OVERTIME

13.01 If the Employer requires an Employee to work in excess of seven (7) hours per day, or thirty-five (35) hours per week, the Employee shall receive, in addition to all other amounts due, pay at the rate of time and one half for the first hour worked and double time for all hours in excess of eight hours per day or 40 hours per week, whichever comes first.

13.02 All overtime must be authorized, in advance, by the principal.

13.03 By mutual agreement between the Employer and the Employee, the Employee may be granted leave, calculated at the appropriate overtime rates, in lieu of the overtime pay. If such is not possible, overtime shall be paid out at the applicable **overtime** rate **of pay**.

ARTICLE 14 – REST AND MEAL PERIODS

14.01 Every Employee is entitled to one (1) fifteen (15) minute rest period while in attendance at each half-day of work. Wherever possible, missed rest periods shall be re-scheduled later in the shift.

14.02 Employees working a shift of at least five and one-half (5 ½) hours shall be provided a one-half (1/2) hour unpaid meal period. In the event the Employee is required to work during her meal period or is required to stay on the premises during her meal period, such time will be rescheduled later in the shift or paid at the applicable **overtime** rate **of pay**, if such time cannot be rescheduled.

ARTICLE 15 – ALLOWANCES

15.01 **Vehicle** expenses shall be reimbursed at the **Employer calculated per kilometer** rate of **fifty four point 6 cents ($.546)** per kilometer, with a minimum of two (2) dollars per trip ($3.00 per trip between October 1st and March 31st), to Employees using their private **vehicle** in the course of performing their duties, when so authorized by the **Employer**. **Expenses will be paid within thirty (30) days from when they were submitted.**

The **Employer Calculated** kilometer rate shall be adjusted by the same percentage as the percentage change in the Saskatchewan Private Transportation Index published by Statistics Canada for the review period. The adjustment shall be rounded to the nearest one tenth (1/10) of a cent.

Additional review periods and adjustment dates shall be as follows:

Review Date	Effective Date of Adjustment
October	January
April	July

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

ARTICLE 16 – PAYMENT OF WAGES

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

16.02 On each pay day each Employee shall be provided with an itemized statement of earnings and deductions.

16.03 All Union Employees shall be paid by direct deposit.

ARTICLE 17 – SICK LEAVE

17.01 Full-time Employees shall be entitled to two (2) days of sick leave, with pay, for each twenty (20) days of work, for an annual total of twenty (20) days.

17.02 The annual unused portion of sick leave credits can be accumulated up to a maximum of one hundred and eighty (180) days, exclusive of the current year's twenty (20) days. Part-time Employees' sick leave entitlements shall be pro- rated.

17.03 Where sick leave is for a period in excess of three (3) consecutive days, the Employer shall have the right to require a doctor's certificate before being required to pay sick leave credits.

17.04 The Employer reserves the right to require further proof of sickness from a medical, dental or optical practitioner designated by the Employer, with expense of the same to be borne by the Employer and the Employee shall authorize such practitioner to give a written report directly to the Employer and the Employee with respect to that Employee's condition.

17.05 A nurse absent on account of quarantine by order of a medical practitioner, the Employer, or the Ministry of Health shall be paid the salary to which the nurse would have been entitled had the nurse continued regular duties, to a maximum of twenty (20) days per school year.

ARTICLE 18 – SUSPENSION AND DISMISSAL

18.01 The Employer may, at any time, suspend or dismiss any Employee for cause. The Employer shall immediately notify the Union of the suspension or dismissal. Any dispute arising from the suspension or dismissal may be processed under the Grievance Procedure.

18.02 The Employer shall give notice, at least twenty-four (24) hours in advance, to the Employee affected and to the Local, of any disciplinary meeting. Such notice shall include the Employee's right to have a Union representative present, the time and date, place and reason for the meeting.

18.03 Should an Employee be suspended or dismissed and it is later established to the mutual satisfaction of both parties to this Agreement that the suspension or dismissal was not in accordance with the provisions of this Agreement, the Employee shall immediately be returned to former status in all respects and shall be paid for any loss of earnings suffered by reason of such suspension or dismissal.

18.04 When an Employee is dismissed or suspended for cause, or is given a written reprimand, the Employee and the Union shall be notified, in writing, within five (5) working days.

18.05 No action shall be taken by the Employer against an Employee after twenty (20) working days have elapsed from the date than an alleged offence becomes known to the out-of-scope supervisor. **The parties may extend the timelines by mutual agreement.**

18.06 An Employee who is requested to attend a hearing at which the Employee may be dismissed, suspended or given a written reprimand, shall be accompanied by an elected official of the Union to act as a witness to the proceedings.

18.07 Adverse Reports:

If there should be a written adverse report concerning an Employee's work or conduct, while employed with the Employer, the report shall be discussed with the Employee and a copy thereof provided to the Employee. The Employee and/or the out-of-scope supervisor, within ten (10) working days of discussing the report with the Employer, 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 any document of a disciplinary nature, the document 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. Disciplinary documents related to violence or harassment shall be deemed irrelevant after a period of forty-eight (48) months provided there have been no reoccurrences of a similar nature.

18.08 Performance Review:

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

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

18.09 Personnel Files:

An Employee shall have the right to inspect his or her file in accordance with the provisions of **Employer's** Administrative Procedure.

18.10 If an Employee is reported by the Employer to his/her professional association, the Employee shall be advised within five (5) calendar days. The Employee shall receive a copy of the complaint. If the Employee is fully exonerated by the professional association, all reference specific to the complaint shall be removed from the Employee's personnel file and destroyed.

ARTICLE 19 – CLASSIFICATION

19.01 Rates of pay for any new classification or new position that may hereafter be established with the bargaining unit shall be subject to negotiation and agreement between the Employer and the Union.

ARTICLE 20 – BENEFIT PLANS

20.01 Pension Plan:

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

20.02 Disability Plan:

All Employees shall participate in the approved Disability Plan and the Employer and the Employees shall make contributions thereto in accordance with the terms of the Plan.

20.03 Group Life Insurance:

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

20.04 Retirement and Severance Gratuity:

Upon retirement or severance in good standing, Employees with up to fifteen (15) years of continuous service with the **Employer** shall be granted a gratuity based on seven and one-half (7½) percent of the number of earned, unused sick leave days in their account from the commencement of their employment with the **Employer**. Employees having completed fifteen (15) years or more of continuous service with the **Employer** shall be granted a gratuity based on ten (10) percent of the number of earned unused sick leave days in their account from the commencement of their employment with the **Employer**, or one month's pay, whichever is the greater. In the event of the death of an Employee, the above shall be paid to his or her beneficiary. This gratuity is to be paid at the rate of pay which the Employee is receiving at the time of retirement or severance. This provision shall not apply to employees hired after July 1, 2020.

20.05 Dental Plan:

The **Employer** shall provide, and pay, the full premiums for a dental plan which provides for the Employee and eligible family members:

(a) Full coverage of preventative and minor restorative dental work with no deductible or annual limit;

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

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

20.06 Employee Counseling:

The Employer and the Union agree to participate in an Employee Counseling Plan, the costs of which shall be **paid by the Employer.** The maximum number of counseling sessions under this plan for any Employee in any school year shall be six (6).

20.07 Extended Health Care Plan:

The Employer shall provide an Extended Health Care Plan fully funded by the Employer. The coverage, benefits and deductibles of the Extended Health Care Plan shall be as agreed by the Union and the **Employer**.

The Employer shall provide a Vision Care Plan fully funded by the Employer.

ARTICLE 21 – CLASSIFICATIONS AND WAGE RATES

21.01 Incremental Credit:

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

(a) The number of hours constituting one (1) year for increment purposes shall be seven (7) hours multiplied by the number of school days for each successive school year plus the eight (8) statutory holidays within the school year.

(b) Employees who are employed less than full-time shall have their service pro-rated and recognized for incremental credit on the same basis as full- time Employees.

Increments will be effective the first of the month following completion of one (1) year of service.

Employees commencing employment with the Employer and who have within the previous five (5) years satisfactorily completed previous employment experience as a professional nurse shall receive recognition of that service subject to receipt of verification of the service by the previous employer.

21.02 The salary scale for Employee(s) shall be set out hereinafter in Schedule "A".

21.03 All Employees shall have the following statutory holidays off with pay at the regular rate of pay:

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

ARTICLE 22 – NO STRIKE/NO LOCKOUT

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

ARTICLE 23 – EMPLOYER FACILITIES

23.01 The Employer agrees to make school facilities available for the purposes of conducting Union meetings in accordance with **Employer** Administrative Procedure.

ARTICLE 24 – TECHNOLOGICAL CHANGE

24.01 The Employer and the Union shall act in accordance with provincial legislation.

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

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

24.04 Where the Employer implements new technology, appropriate training shall be provided during working hours to Employees whose duties include the use of that technology.

ARTICLE 25 – CORRESPONDENCE

25.01 All correspondence between the parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from the Deputy Director/CFO of the Employer and the President of the Union.

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

25.03 The Employer's Policies and Procedures Manual shall be available on the website and notice of all amendments will be provided to the Union.

ARTICLE 26 – DEDUCTIONS FROM PAY

Current deductions shall be made as required by Federal and Provincial legislation and no other deductions may be made without written consent of the Employee concerned except as otherwise provided for in this Agreement.

ARTICLE 27 – DURATION OF AGREEMENT

Term of agreement: **September 1, 2023 to August 31, 2028**

This Collective Agreement signed on the 10th day of April.

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

Deputy Director/CFO

Superintendent of Human Resources

On behalf of the Saskatchewan Union
of Nurses

SUN President

Local President

First Vice-President

Director, Labour Relations

Labour Relations Officer

LETTER OF UNDERSTANDING #1

LABOUR-MANAGEMENT COMMITTEE

Letter of Understanding between the Board of Education of the Regina School Division No. 4 of Saskatchewan and the Saskatchewan Union of Nurses.

The Employer and the Union confirm the continuation of a Labour-Management Committee consisting of up to three (3) members representing the Saskatchewan Union of Nurses (one of whom shall be the President and one of whom shall be the Vice-President) and up to three (3) members representing the Employer. Each group will select one of its members to serve as Co-Chairperson of the Committee.

The intended scope of this Committee is to facilitate discussion of working conditions, nursing practice, policies and procedures, employee orientation and staff development, and other matters of mutual concern, with the exception of matters dealt with through the formal contract negotiation process.

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

The Labour-Management Committee will meet at least twice each school year, unless neither group has any matters to bring forward. Additional meetings may be called where, in the judgment of either party, a pressing matter cannot wait until the next scheduled meeting.

Wherever possible, meetings will be scheduled when no substitutes are required. Minutes will be kept and a copy provided to each group within one (1) week of each meeting.

LETTER OF UNDERSTANDING #2

RETIREE EXTENDED HEALTH BENEFITS

Letter of Understanding between the Board of Education of the Regina School Division No. 4 of Saskatchewan and the Saskatchewan Union of Nurses.

The Board agrees to continue a Retiree Extended Health Benefit with the following conditions:

(1) A Retiree is an Employee who meets the age and service requirements of their Pension Plan and who is retiring from a position covered by this Agreement.

(2) The Retiree shall have the number of days from the date of retirement specified by the Insurer to apply for continued coverage. No applications will be accepted following the specified period except as provided by the Insurer.

(3) The Retiree will pay the full premium. Premiums shall be paid by the Retiree directly to the Insurer by pre-authorized chequing only.

(4) Coverage will be as per the Manulife Follow Me Plan. A choice of single or couple coverage is available.

(5) The premium will be set by the Insurer.

LETTER OF UNDERSTANDING #3

DUTY TO ACCOMMODATE

Letter of Understanding between the Board of Education of the Regina School Division No. 4 of Saskatchewan and the Saskatchewan Union of Nurses.

This 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*.

The Duty to Accommodate requires Employers with the union playing an active role to take reasonable steps to accommodate a worker to the point of undue hardship.

The Employer, the Union and the Employees acknowledge their Duty to Accommodate Employee(s) with disabilities including the requirement to assist in the Accommodation process.

Employees have a responsibility to co-operate and provide medical information on abilities and 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.

LETTER OF UNDERSTANDING #5

BENEFIT PLAN AMENDMENTS

The parties agree to establish a Joint Benefits Committee consisting of representatives from the participating groups including the Employer and inviting one representative from each of the following groups: CUPE 3766, CUPE 650, CUPE 4643, SGEU, SUN, and non-union employees.

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 for Employees about the plan
- Monitor plan usage and prioritize areas for modification and review the annual renewal documentation and premium rates prior to renewal

The Committee will have its first meeting no later than February 1, 2022 to develop the terms of reference, discuss a process to secure an external consultant, and set the next meeting date.

Further changes to the Benefits plan will be negotiated and agreed upon by the Parties.

Schedule "A"

Wage Schedule

ANNUAL SALARIES

Implementation Dates	Days	Hours	Increases	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
September 1, 2023	199	1,393	2%	49,841	51,652	53,449	55,288	57,085	58,896
September 1, 2024	199	1,393	3%	51,332	53,199	55,051	56,946	58,799	60,665
September 1, 2025	199	1,393	3%	52,878	54,801	56,709	58,659	60,568	62,490
September 1, 2026	199	1,393	**MA Wages**	60,261	61,654	63,758	65,847	67,797	69,748
September 1, 2027	199	1,393	2%	61,473	62,894	65,039	67,170	69,149	71,141

HOURLY RATES

Implementation Dates	Days	Hours	Increases	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
September 1, 2023	199	1,393	2%	35.78	37.08	38.37	39.69	40.98	42.28
September 1, 2024	199	1,393	3%	36.85	38.19	39.52	40.88	42.21	43.55
September 1, 2025	199	1,393	3%	37.96	39.34	40.71	42.11	43.48	44.86
September 1, 2026	199	1,393	**MA Wages**	43.26	44.26	45.77	47.27	48.67	50.07
September 1, 2027	199	1,393	2%	44.13	45.15	46.69	48.22	49.64	51.07

Retroactive pay from September 1, **2023** on all regular hours worked or paid to permanent or temporary staff who:

- are actively employed as of the date of ratification;
- retired since September 1, 2023 **under the terms of the pension plan and who notify the employer in writing to payroll@rbe.sk.ca by February 27, 2026**;
- resigned since September 1, 2023, with ten (10) or more years' service **and who notify the employer in writing to payroll@rbe.sk.ca by February 27, 2026**; or
- have deceased since September 1, 2023.

Incremental Steps and Recognition for Previous Experience shall be as provided in Article 22.

Employees covered by this agreement shall receive a Service Bonus:

Employees who have completed five (5) years of service with the Employer shall receive service pay at the rate of fourteen dollars ($14.00) per month and fourteen dollars ($14.00) per month on completion of each additional five years of service.

The Employer agrees that during the term of this Agreement:

(1) With the exception of school vacation periods, no permanent Employees will be laid off, except as provided in Article 9.06 (a) of the Collective Agreement or in cases where the position is contingent on the continued special needs designation and attendance of a specific pupil and that pupil either ceases to attend or no longer meets the special needs designation; and

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

APPENDIX A

Proposed Memorandum of Settlement.

The parties agree to introduce a Prescription Card effective September 1, 2021:

- Manuscript Generic Drug Plan 2 – Prescription requiring drugs only. This plan would be considered a "Voluntary" generic plan - one tier plan.
    - When the prescription is for a brand name drug it will be reimbursed based on the cost of the lowest cost generic equivalent when a generic product is available, unless the physician has indicated "no substitution" on the prescription. In instances where the physician has written "no substitution" on the script, the cost of the brand will be eligible for reimbursement.
    - When the prescription is for a generic drug, the drug will be reimbursed based on lowest cost generic equivalent.
    - For brand drugs where this is no generic product, the amount eligible is the cost of the brand drug that has been prescribed.
- Cover dispensing fees to a maximum of $11.63 per prescription

The parties agree to the following plan enhancements effective September 1, 2021:

- Remove annual deductible of $25/$50 per year
- Increase orthotics to $500 from $300 per year
- Increase hearing aids to $2,000 from $500 per year
- Remove requirement for a physician note/recommendation for physiotherapist, massage therapist, psychologist, and speech therapist
- Expand mental health practitioners list (currently limited to psychologists) to include Clinical Counsellors, Marriage and Family Therapists, Psychoanalysts, Social Workers, and Psychotherapists) and increase coverage to $1500 from $400 per year
- Remove the $1/month Union/Employee contributions to the Employee and Family Assistance Program

The parties agree to the following plan enhancements no later than April 1, 2022.

- Add acupuncture at $400 per year
- Increase coverage to $500 from $400 for chiropractic and massage therapy
- Cover dispensing fees to a maximum of $11.85 per prescription All other

benefits remain unchanged.

INDEX

Accessibility to Board Premises/Documents 11
Adverse Reports 16
Allowances 15
Applications for Posted Positions 13
Arbitration 11
  Arbitration Board 11
  Arbitration Limits 11
Benefit Plans 16
Classification and Wage Rates 17
Correspondence 18
Days of Work 14
Deductions from Pay 18
Dental Plan 17
Disability Plan 17
Discrimination and Human Rights 7
Dismissal 15
Duration of Agreement 19
Employee Counseling 17
Employer Facilities 18
Extended Health Care Plan 17
Grievance Procedure 10
  Step 1 10
  Step 2 10
  Step 3 10
Grievance Time 11
Group Life Insurance 17
Incremental Credit 17
Lay Off 12
Leaves of Absence 7
  Adoption Leave with Pay 8
  Compassionate Care Family Leave 10
  Compassionate Leave 8
  Education Leave 8
  for Union **Business** 7
  General Leaves 7
  Judicial Leave 9
  Maternity, Parental and Adoption Leave 8
  Negotiating 7
  Paternity Leave with Pay 8
  Special Leaves 9
LOU #1
  Labour Management Committee 20
LOU #2
  Retiree Extended Health Benefits 21
LOU #3
  Duty to Accommodate 22
LOU #5
  Benefit Plan Amendments 23
Local Dues, Fees and Assessments 6
Lockout 18
Long Service Recognition 24
Mediation 11
Occupational Health and Safety 6
Overtime 14
Payment of Wages 15
Pension Plan 16
Performance Review 16
Personnel Files 16
Postings 13
Probationary Period 11
Promotions and Vacancies 13
Recognition of Bargaining Unit 5
Rest & Meal Periods 14
Retirement and Severance Gratuity 17
RN / RPN Licensing Fees 5
Scope 5
Seniority 11
Sick Leave 15
Statutory Holidays 18
Strike 18
Supplemental Unemployment Benefits Plan 8
Suspension 15
Technological Change 18
Union Security 6
Vacation Pay 13
Vision Care Plan 17
Wage Schedule (Appendix "A") 24