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

**September 1, 2017 to**
**August 31, 2020**

# COLLECTIVE AGREEMENT

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Saskatchewan Government and General Employees' Union

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# COLLECTIVE BARGAINING AGREEMENT

# BETWEEN

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

# AND

# SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION LOCAL 4292

# SEPTEMBER 1, 2017 TO AUGUST 31, 2020

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ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this 12th day of February, 2019.

between

THE BOARD OF EDUCATION OF THE REGINA SCHOOL DIVISION NO. 4, OF SASKATCHEWAN
hereinafter referred to as "the Employer"

PARTY OF THE FIRST PART

and

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
hereinafter referred to as "the Union"

PARTY OF THE SECOND PART

## Preamble

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

This agreement shall be in effect as of the first day of September 1, 2017 and shall remain in force and effect up to and including August 31, 2020 and from year to year thereafter, providing that either party may, not less than 60 days or more than 120 days prior to August 31, 2020, give notice in writing to the other party of their intention to renegotiate a revision thereof.

## ARTICLE 1 DEFINITION

1.1 "Employer" means the Board of Education of the Regina School Division No. 4 of Saskatchewan.

1.2 "Union" means the Saskatchewan Government and General Employees' Union.

1.3 "On-going position" means a position without a specific end-date.

## ARTICLE 2 SCOPE

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

## ARTICLE 3 RECOGNITION

3.1 The Employer agrees to recognize the Saskatchewan Government and General Employees' Union as the sole and exclusive collective bargaining agent for the employees covered by this Agreement and hereby agrees to negotiate with the Union in any and all matters pertaining to working conditions.

## ARTICLE 4 UNION SECURITY

4.1

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

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

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

4.2 The Employer 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 4 and 5.

4.3 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 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 5 CHECK-OFF UNION DUES

5.1 Union Dues

a) The employer shall deduct, on behalf of the Union, from the employee's pay all initiation fees, dues, assessments and levies. The employer shall remit the deductions to the Union at the conclusion of each pay period.

b) The employer shall provide with the dues submission a list of names, classifications and addresses of those who incurred the deductions.

c) The employer shall inform the Union of any new hires, approved leaves, resignations, or retirements which occurred during each pay period. The notification shall state the date in which the change occurred.

5.2 At the time Income Tax (T-4) slips are made available, the Employer shall indicate the amount of Union dues paid by each Union member.

## ARTICLE 6 OCCUPATIONAL HEALTH AND SAFETY

6.1 The Employer shall make provision for the safety and health of the employees during working hours, and the Union may, bring to the attention of the Employer any recommended changes in this regard. A member of the Union shall serve on the Occupational Health and Safety Committees.

6.2 Provision for workers' compensation shall be in accordance with *The Saskatchewan Employment Act*.

## ARTICLE 7 NO DISCRIMINATION

7.1 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.

## ARTICLE 8 ASSISTED PROFESSIONAL DEVELOPMENT

8.1 In order to promote the professional development of the Community School Coordinators for the purposes of:

- Benefiting the public educational system,
- Stimulating and supporting the development and maintenance of First Nation and Métis education programs in school communities, and
- Encouraging the employment of qualified First Nation and Métis people within the school division,
- To enhance the skills, knowledge and abilities of the employee.

The Employer shall make appropriate provisions for funding professional development, including visit and conference leave and tuition for post-secondary courses.

8.2 The Union shall be provided semi-annually with a listing of approved professional development activities.

## ARTICLE 9 LEAVES OF ABSENCE

9.1 **Union Leave**

Leave of absence, without pay, and with maintenance 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 days' notice and that such leave will not unreasonably interfere with the operations of the Employer. Notwithstanding the above, the Employer may grant such leave on less than five days' notice. Where mutually agreed, the Employer shall invoice the Union for the costs associated with Union Leave.

9.2 **General Leave**

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

9.3 **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 three Union members.

9.4 **Maternity, Parental, and Adoption Leave**

9.4.1 Maternity, Parental, and Adoption Leave without pay shall be granted in accordance with *The Saskatchewan Employment Act*.

9.4.2 Additional leave without pay may be granted when mutually agreed by the Employer and the employee.

9.4.3 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.

9.4.4 **Supplemental Unemployment Benefits (SUB) Plan**

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 benefit 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 in serving the two week waiting period.

Every employee who is eligible for SUB Plan benefits in accordance with this article shall be entitled to such benefits for a period of twelve (12) 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.

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. 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.

9.5 **Parental Leave with Pay**

Upon request, a father/partner may be granted leave, with pay, for a period of up to three days off for Parental Leave.

Parental, Adoption Leave with pay shall be used only as follows:

a) To attend at the birth of the child.

b) To be present when the mother or child return from the hospital; or

c) To be present at the hospital on the day following delivery if it falls on a work day; or

d) A combination of a) and b) and c) totalling three days.

9.6 **Compassionate/Serious Illness Leave**

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

a) For a period of up to and including five working days in the event of serious illness and/or death in the immediate family, if required; immediate family being defined as spouse, parent, sibling, child, parent-in-law, sister or brother-in-law, daughter or son-in-law, grandchild, grandparent, and parent surrogate. For the purpose of this subsection, 'child' includes step-child, in those cases where the employee's spouse has either full or joint custody, or

the child is an adult, and the employee has been actively involved in the upbringing of the step-child.

b) For a full day, if needed, to attend the funeral or wake of a friend.

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

9.7 **Compassionate Care Family Leave**

i) Upon request, an employee may be granted a leave of absence without pay of up to eight (8) weeks to provide care or support for a gravely ill family member at risk of dying within 26 weeks. 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 a parent. Such request will not be unreasonably denied.

ii) 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.

iii) An employee may request an extension without pay to the compassionate care family leave.

9.8 **Special Leaves**

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

a) for three 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.

i) In extreme situations involving abuse, physical or sexual assault or suicide attempts involving the employee or family members, no additional detail need be provided other than submission of the leave request. Upon approval from Human Resources and Workplace Diversity, if required the employee may access other forms of leave.

ii) In cases of other emergent matters, additional details and/or supporting documentation, as deemed by the Superintendent of Human Resources and Workplace Diversity, must be supplied.

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, son-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.

9.9 **Judicial Leave**

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

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

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

b) Any remuneration deemed payable by the courts and above the actual expenses shall be repaid to the Employer up to the maximum salary involved for the period of the absence.

c) An employee shall be granted leave with pay for a period of up to and including five 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 provisions shall only apply to employees who cannot make appointments for such leave other than during the employee's regularly scheduled hours of work.

## ARTICLE 10 GRIEVANCE PROCEDURE

10.1 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.

The parties recognize the advantages of openness and full disclosure throughout the grievance process in order to resolve issues in a timely and positive manner.

10.2 **Step 1**

Union members shall endeavour to settle grievances through appropriate administrative channels (Principal and/or Superintendent, Student Achievement) before a formal claim is filed. Should such attempts fail to resolve the matter, the Union may file the grievance with the Superintendent, Human Resources and Workplace Diversity, within 30 calendar days from the event giving rise to the grievance. The Superintendent, Human Resources and Workplace Diversity, shall arrange a meeting with the Union within five working days of the filing of the grievance. The Superintendent, Human Resources, shall give a written decision within five working days of the meeting or within such other mutually agreed upon time.

10.3 **Step 2**

In the event that the Superintendent, Human Resources and Workplace Diversity, does not give a decision satisfactory to the Union, or does not render a decision within the period prescribed above, the Union may, within ten working days, then refer the written grievance to the Deputy Director of Division Services or designate.

The Deputy Director of Division Services, or designate, shall discuss the grievance with the Union, where such is desired by either party (with the employee(s) concerned present or absent at their option), shall render a written decision within ten working days of being notified of the grievance, provided however, that if circumstances warrant, this time prescribed may be extended by mutual agreement.

10.4 **Step 3**

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 or referred to an expedited arbitration procedure as per Article 10.8. Application for the establishment of a Board of Arbitration must be made by either party within ten calendar days from the date the decision of the Board is rendered.

The Board of Arbitration shall be set up in accordance with Section 26 of *The Saskatchewan Employment Act*, all amendments to apply.

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

10.5 **Grievance Time**

It is the desire of both parties to this Agreement to resolve grievances in a manner that is just and equitable, and it is not the intention of either the Employer or the Union to evade settlement of disputes on a procedural technicality. However, notwithstanding the forgoing, it is clearly understood that time limits established herein are for the sake of procedural orderliness and are to be adhered to. Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such limits.

10.6 **Accessibility to Board Premises**

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 Board's premises to view any working conditions which may be relevant to the settlement of a grievance.

10.7 **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.

10.8 **Expedited Arbitration/Mediation**

a) The parties may mutually agree to refer a grievance to expedited arbitration/mediation.

b) 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.

c) 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.

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

e) No external legal counsel will be used by either party.

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

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

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

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

## ARTICLE 11 SENIORITY

### 11.1 Definition

Seniority shall be defined as the period of time that an employee, appointed by the Employer to a position covered by this agreement, has been employed by the Employer in a position covered by this agreement, and for which payment has been received. Seniority shall not be lost due to breaks in employment, but shall not, except as may otherwise be provided by law, continue to accumulate during such breaks.

In establishing seniority, the Letter of Understanding – Initial Seniority Placement, shall apply.

11.2 Seniority for all full-time employees shall be calculated on the basis of seven and one-third (7 1/3) hours per working day within each pay period. For part-time employees, the hours within each pay period shall be pro-rated.

11.3 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) one complete school term after the effective lay-off date, if an employee is laid off.

11.4 Employees re-employed in an on-going position within eighteen months of resignation shall have their seniority reinstated upon successful

completion of probation. The Employer may choose to waive the probationary period. If the probationary period is waived, the Employer shall notify the employee and the Union in writing.

11.5 All new employees appointed to permanent positions shall be regarded as probationary employees for the first ten months for which payment has been received. During the probationary period, the employee shall have no seniority or bidding rights, and retention as an employee of the Employer shall be within the sole discretion of the Employer. In order to successfully complete the probationary period, the employee must have remained in the same position for the entire period.

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

11.6 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 1 of that year. Employees shall have ten days from date of receipt of the list to indicate errors.

Upon the 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.

11.7 The Employer may lay off an employee in accordance with *The Saskatchewan Employment Act*.

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

a) one week's written notice, where the period of employment is at least three consecutive months, but less than one year;

b) two weeks' written notice, where the period of employment is one year or more, but less than three years;

c) four weeks' written notice, where the period of employment is three years or more, but less than five years;

d) six weeks' written notice, where the period of employment is five years or more, but less than ten years;

e) eight weeks' written notice, where the period of employment is ten years or more.

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

11.8 In the event that the Employer determines that the layoff of employees is necessary, the Employer shall lay off employees in inverse order of their seniority in the classification.

Employees shall be deemed to be laid off for the school (summer) vacation periods. For permanent employees in on-going positions, recall following the school (summer) vacation periods shall be automatic unless the Board has served layoff notice in accordance with Article 11.7. This article shall serve as notice of lay-off and recall for the school (summer) vacation periods. Article 11.7 does not have application in these areas.

11.9 Where a permanent employee bids into a term position, and that position expires prior to the employee successfully bidding into another position, the employee shall be laid off subject to the recall period specified in subsection 11.3 c).

## ARTICLE 12 PROMOTIONS AND VACANCIES

12.1 When an on-going position becomes available, the Employer shall post the vacancy for a period of at least five working days at each school at which there is a Community School Coordinator, except that any notice of a vacancy posted during the school summer vacation shall indicate a closing date no earlier than two weeks prior to the first school day in the fall. Such notice shall be posted in the Education Centre at least seven calendar days prior to, and remain posted until the closing date.

12.2 Current Community School Coordinators who are interested in transferring should submit an expression of interest no later than the closing date for a posted vacancy or by May 1 for requests for transfer for the next school year. The Employer will inform the Chair of the Bargaining Committee and the Union of any employee initiated transfer(s) that occur. The expression of interest shall indicate:

- Previous schools and assignments
- Programs and/or initiatives the Coordinator would like to be involved in
- Strengths the Coordinator brings to a school team
- Professional Goals
- Location preferences
- A résumé

12.3 Internal applicants include probationary employees covered by the provisions of the Collective Agreement. Applicants from the Union in which the position has been posted will be given first consideration.

12.4 Appointments and voluntary transfers, as a result of an employment competition, will be made based on the following factors:

a) qualifications, skills, abilities and knowledge of Aboriginal culture as they relate to each specific position for which is being conducted, and

b) minimizing disruption to the school, and

c) seniority.

12.5 Where the qualifications, skills, abilities and knowledge of Aboriginal culture as they relate to each specific position of two or more applicants are relatively equal, seniority shall be the deciding factor, except that preference will be given to candidates who are of Aboriginal ancestry or are members of a visible minority.

12.6 In evaluating the qualifications, skills, abilities and knowledge of Aboriginal culture, the Employer shall do so in a way that is non-arbitrary, non-discriminatory, and in good faith.

12.7 This process is subject to the grievance procedure. Grievances launched under this article may, by mutual agreement, be referred to expedited arbitration as provided for under Article 10.8 if the grievance is not resolved at any step of the grievance process. Non-appointment grievances must be filed within five working days of receipt of notification of the decision.

12.8 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 13 VACATION

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

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

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

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

d) After 24 years of service, 6/52 of total gross earnings.

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

13.2 Vacation pay shall be payable in January, May and June of each school year, or upon termination of employment.

## ARTICLE 14 DAYS OF WORK

14.1 Employees shall work field hours of 146 2/3 hours per four week block (see Letter of Understanding).

14.2 Employees shall work the school term. Public holidays are New Year's Day, Family Day, Good Friday, Victoria Day, Labour Day, Thanksgiving Day, Remembrance Day, and Christmas Day, Special Holidays are Easter Monday, Boxing Day and any day or portion thereof becoming a holiday in accordance with *The Urban Municipalities Act* which falls during the school year.

14.3 In years when days of work in the school term, including public and special holidays, exceeds 207 days, employees shall be eligible for designated days off to bring the number of working days and holidays to 207 days. Dates of the designated days off shall be agreed upon by the Employer and Union.

**Effective July 1, 2019, when days of work in the school term, including public and special holidays, exceeds 205 days, employees shall be eligible for designated days off to bring the number of working days and holidays to 205 days. Dates of the designated days off shall be agreed upon by the Employer and Union.**

14.4 Overtime shall be paid at the rate of time and one-half for each extra hour worked. Authorization for payment for time worked in excess of 146 2/3 hours per four weeks must be obtained, in advance, from the Principal.

## ARTICLE 15 REST PERIODS

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

## ARTICLE 16 ALLOWANCES

16.1 Employees shall be permitted to submit mileage claims based on the kilometre rate set in the Agreement between the Board of Education of the Regina School Division No. 4 of Saskatchewan and the Regina Public School Teachers' Association or be eligible for a monthly car allowance equal to that kilometer rate times 187.5 kilometer (one hundred and eight seven and one-half kilometer).

16.2 An employee authorized by the Employer to act as a noon-hour supervisor or a playground supervisor in addition to the employee's usual duties shall be paid at the rate in parity with the agreement the Board of Education of the Regina School Division No.4 of Saskatchewan and the Regina Public School Teachers' Association for sessions of 45 to 60 minutes duration, or the equivalent rate per hour for sessions of any other duration.

16.3 The noon-hour supervision rate shall increase by the same percentage as the maximum of the annual salary.

16.4 **Service/Education Allowance**

a) An allowance of $2,000 per annum payable monthly shall be paid to employees who have successfully completed the requirements of a four-year degree from a recognized University and/or have completed the equivalent of eight years of full-time, continuous service with the Employer as a Community School Coordinator. The allowance shall be pro-rated for part-time employees who qualify for it.

b) The allowance shall be effective on the date of appointment or the first of the month following receipt of evidence of the completion of a degree, whichever is later. Evidence of completion includes an original transcript and confirmation from the University that the employee has met requirements of the degree. The onus is on the employee to provide the evidence to the Superintendent of Human Resources and Workplace Diversity.

16.5 **Automobile Liability Insurance**

Coverage for authorized travel is provided as per Administrative Procedure 580.

16.6 **Retirement Gratuity**

Retirement Gratuity as per Regina School Division No. 4 Administrative Procedure 431.

## ARTICLE 17 PAYMENT OF WAGES

17 1 The salary of each employee shall be determined in accordance with Article 22.3 and shall be paid monthly on a 10 month school term basis.

17.2 Payments shall begin with the month of September and continue consecutively through the month of June of each school year.

17.3 All salaries shall be paid by direct deposit.

## ARTICLE 18 SICK LEAVE

18.1 Full-time employees shall be entitled to two days of sick leave, with pay, for each 20 days of work, for an annual total of 20 days.

18.2 The annual unused portion of sick leave credits can be accumulated up to a maximum of 180 days, exclusive of the current year's 20 days. Part-time employees' sick leave entitlements shall be pro-rated.

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

18.4 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.

## ARTICLE 19 PROGRESSIVE DISCIPLINE

19.1 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.

19.2 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.

19.3 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 working days.

19.4 An employee who is requested to attend a hearing at which that 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. It shall be the responsibility of the employee to make arrangements for the witness to be present at the designated time of the hearing.

19.5 **Personnel Files**

An employee shall have the right to inspect his or her file in accordance with the provisions of Administrative Procedure 415.

## ARTICLE 20 CLASSIFICATION

20.1 Rates of pay, hours of work, and conditions of employment for any new classification or new position that may hereafter be established within the bargaining unit, shall be subject to negotiation and agreement between the Employer and the Union. If agreement cannot be reached, the matter may be referred by either party to expedited arbitration/mediation (see Article 10.8).

## ARTICLE 21 WELLNESS PLANS

21.1 **Pension Plan**

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

21.2 **Disability Plan**

All employees of the Employer 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.

21.3 **Group Life Insurance**

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

21.4 **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) 50% coverage of major restorative dental work with a $1,500 per person per year limit, and

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

21.5 **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. Copies of the Extended Health Care Plan booklet will be provided to permanent and probationary employees at the time of appointment.

## ARTICLE 22 CLASSIFICATION AND WAGE RATES

22.1 **Incremental Credit**

Annual increments are effective on the first of the month following the completion of the equivalent of one year of full time service with pay. Ten months of full time service with this Employer shall constitute a year for incremental purposes. Part-time employees shall have their days of service prorated on the basis of one year of full time service as per the following formula:

The number of hours constituting one year for increment purposes shall be seven and one-third (7 1/3) hours multiplied by the number of working days plus statutory and special holidays within the school year.

22.2 Previous experience may be considered for initial placement on the salary schedule.

22.3 **Salary Schedule**

| Salaries as per Article 17.1 | | | | | Hourly Equivalent | | | |
|---|---|---|---|---|---|---|---|---|
| Effective | 0 | 1 | 2 | 3 | 0 | 1 | 2 | 3 |
| September 1, 2015 | 43,169 | 46,093 | 49,012 | 51,932 | 27.90 | 29.79 | 31.68 | 33.56 |

## ARTICLE 23 ACCESS TO EMPLOYER'S PREMISES

23.1 The Employer 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 24 TECHNOLOGICAL CHANGE

24.1 The Employer and the Union shall act in accordance with Section 43 and any amendments thereto, of *The Saskatchewan Employment Act.*

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

## SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION, Local 4292 and REGINA PUBLIC SCHOOL BOARD, hereby agree that the attached document shall form the Memorandum of Agreement between the parties, this 12th day of February, 2019.

Signed on behalf of:
Saskatchewan Government
and General Employees' Union

Pat Gwilliam
Chair of the Bargaining Unit

Signed on behalf of:
Regina Public School Board

Debra Burnett
Deputy Director, Division
Services/Secretary-Treasurer

Marilyn Fazakas
Bargaining Committee

Katherine Gagne
Chairperson

Kathy Cook
Labour Relations Officer

## LETTER OF UNDERSTANDING #1

## UNION MANAGEMENT COMMITTEE (UMC)

SGEU Local 4292 and the Board of Education of The Regina School Division #4 of Saskatchewan agree to work towards a cooperative approach to problem solving and an improved working relationship between the Local and the Regina School Division #4.

Effective the start of the 2008 school year the parties to the agreement shall elect/select two (2) representatives from each party to form the UMC.

Each party shall elect a co-chair who will:

- Collect and solicit agenda items from their respective members.
- Ensure minutes are completed, adopted and available via email to members of both parties.

Mandate:

- The UMC may discuss workplace issues such as working days, workplace changes and other items that may arise.
- The UMC shall not undertake any decisions that impact the terms and conditions of the Collective Agreement or enter into negotiations that may be deemed Collective Bargaining.

Meetings:

- The Committee shall meet up to three (3) times per year or more upon mutual agreement.
- The employer shall cover any pay loss for the union members of the committee to attend UMC meetings and any other UMC sanctioned work.

Signed on behalf of:
Saskatchewan Government
and General Employees' Union

Pat Gwilliam
Chair of the Bargaining Unit

Marilyn Fazakas
Bargaining Committee

Kathy Cook
Labour Relations Officer

Signed on behalf of:
Regina Public School Board

Debra Burnett
Deputy Director, Division
Services/Secretary-Treasurer

Katherine Gagne
Chairperson

Signed this 12th day of February, 2019

## LETTER OF UNDERSTANDING #2

## WELLNESS

The Employer shall provide flu vaccine to employees. The vaccine will be administered in co-operation with the Regina Health District at locations and times to be determined.

Where an employee's regular work assignment results in exposure to infections or communicable diseases for which there are protective immunizations, such immunizations shall be provided at no cost to the employee (subject to management approval).

It is recognized that the employee may be working outside of core hours and/or outside of the school and that suitable arrangements are necessary to ensure the safety of the employee. In many instances, the employee is in the best position to make suitable arrangements, in consultation with the principal.

The parties will continue to explore the provision of an employee counselling plan.

The Union shall be provided with copies of the following policies: Employment Equity Administrative Procedure 481; Employee Harassment Administrative Procedure 406; Violent Incidents Directed towards Employees Administrative Procedure 408; Sexual Harassment Administrative Procedure 407; Human Rights Equity Administrative Procedure 110.

Signed on behalf of:
Saskatchewan Government
and General Employees' Union

Pat Gwilliam
Chair of the Bargaining Unit

Marilyn Fazakas
Bargaining Committee

Kathy Cook
Labour Relations Officer

Signed on behalf of:
Regina Public School Board

Debra Burnett
Deputy Director, Division
Services/Secretary-Treasurer

Katherine Gagne
Chairperson

Signed this 12th day of February, 2019

## LETTER OF UNDERSTANDING #3

## FIELD HOURS

The Employer and the Union believe that in order for Community School Coordinators to work closely with school staff and the communities to facilitate and deliver a wide array of supports to pupils, their families and their school communities, Community School Coordinators' hours of work shall, of necessity, be flexible. The educational and cultural needs of the pupils, families and the school communities will be best met if Community School Coordinators provide service on days and at times that have been previously agreed to by the Principal and the Community School Coordinator and are in accordance with the provisions of the collective agreement.

A Community School Coordinator shall, in consultation with the principal of the school, plan each four-week block of time, taking into account the educational and cultural needs of the pupils, families and the school community and recognizing the personal needs and family/community obligations of the Community School Coordinator.

With respect to the four-week time block that includes the days of work from Christmas Day to the first school day of the succeeding calendar year, the Employer and Union shall mutually agree to schedule an eight-week block of time of 271 and 1/3 hours to include the above. The provisions of Article 14.4 shall apply after 271 and 1/3 hours in the eight-week block.

If a block of time is shorter than four weeks for any reason (for example at the start of the school year or the end of the school year or at the beginning or end of an employee's appointment), the number of hours in the block shall be calculated by multiplying the number of working days by 7 1/3 hours.

Any provision for the carryover of hours from one block to another, in excess of 14 2/3 hours, may occur only with the mutual agreement of the parties.

This Letter of Understanding shall be in effect as of the first of the month following ratification and shall remain in effect up to and including August 31, **2020**, and from year to year thereafter, subject to the negotiating process.

Signed on behalf of:
Saskatchewan Government
and General Employees' Union

Pat Gwilliam
Chair of the Bargaining Unit

Marilyn Fazakas
Bargaining Committee

Kathy Cook
Labour Relations Officer

Signed on behalf of:
Regina Public School Board

Debra Burnett
Deputy Director, Division
Services/Secretary-Treasurer

Katherine Gagne
Chairperson

Signed this 12th day of February, 2019

## LETTER OF UNDERSTANDING #4

## SESSION AWARDS

The Employer agrees to make session awards available to probationary or permanent Community School Coordinators for the **2017-2020** fiscal years based on the following guidelines:

1. Applications must be received prior to the commencement of the class for which the session award is requested. Acceptance of the applications will not be guaranteed.

2. For fall, winter and intersession, a session award for studies at the University of Regina shall be restricted to the cost of the tuition fee for one course to a maximum of $500. Tuition fees for two summer school classes may be awarded. No applicant may receive more than four session awards during any fiscal year. Exceptions to the limits may be made for employees on leave, depending on circumstances.

3. No more than 15 thesis credit hours will be granted per graduate degree.

4. Receipts and evidence of mark attained must be provided upon successful completion of course(s).

5. Awards will be considered for classes to be taken at another university, including on-line and correspondence courses. If a comparable course can be studied at the University of Regina, the session award shall equal the tuition fee at the University of Regina. If the equivalent class is not available at the University of Regina, the award shall be up to twice the current fee at the University of Regina to a maximum of $500 and will be prorated on a credit-hour basis.

6. Tuition fees may also be granted for certificate, audit and non-credit classes, including SIAST extension courses, provided that the total award during any session does not exceed that of a three credit-hour university course.

7. Second language immersion courses applicable to teaching situations but not offered by the University of Regina may be funded up to twice the current University of Regina tuition fee, to a maximum of $500. A session award will not be approved if funding from outside agencies exceeds $500.

8. Applicants must be on a continuing contract with the Board prior to commencement of the session.

9. Awards will be paid only for the class and session for which approval has been received.

Signed on behalf of:
Saskatchewan Government
and General Employees' Union

Pat Gwilliam
Chair of the Bargaining Unit

Signed on behalf of:
Regina Public School Board

Debra Burnett
Deputy Director, Division
Services/Secretary-Treasurer

Marilyn Fazakas
Bargaining Committee

Katherine Gagne
Chairperson

Kathy Cook
Labour Relations Officer

Signed this 12th day of February, 2019