COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF THE SOUTH EAST CORNERSTONE PUBLIC SCHOOL DIVISION NO. 209 OF SASKATCHEWAN

(Hereinafter called the "Board")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4869

(Hereinafter called the "Union")

September 1, 2022 – August 31, 2025

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PREAMBLE

The purpose of this Agreement is:

a) To maintain and improve harmonious relations and settled conditions of employment between the Board and the Union;

b) To recognize the mutual value of joint discussions and negotiations;

c) To identify the mutually agreed upon rates of compensation and working conditions;

d) To encourage efficiency in operation; and

e) To promote an amicable method of settling differences or grievances, which may arise with respect to matters covered by this Agreement.

ARTICLE 1 - SCOPE

This agreement shall apply to all employees of the Board, who by order of the Saskatchewan Labour Relations Board have been certified under CUPE Local 4869.

ARTICLE 2 - RECOGNITION

2.1 Bargaining Unit

The Board recognizes the Canadian Union of Public Employees and its Local 4869 as the sole and exclusive collective bargaining agent for all of its employees as described below:

CUPE Local 4869 includes the following classifications:

a) All School Bus Drivers, employed at Alameda School, Carievale **School**, Carnduff Education Complex, Estevan Comprehensive School, Hillcrest Elementary School, Oxbow Prairie Horizons **School**, Lampman School, Macoun School, Pleasantdale Elementary School, Spruce Ridge School, **Weldon** School, Westview Elementary School, MacLeod Elementary School, McNaughton High School, Maryfield School, Wapella School, Rocanville School **and Stoughton Central School**.

b) The Caretakers employed at Arcola School, Carievale School, Carnduff Education Complex, Oxbow Prairie Horizons **School**, Alameda School, Ogema School, Yellow Grass School, Pangman School, MacLeod Elementary School, McNaughton High School, Maryfield School, Wapella School, Rocanville School, Redvers School, and Stoughton **Central** School.

c) The Administrative Assistants, Educational Associates, Library Technicians, Family Liaison Counselors and Student Service Counselors of Alameda School, Arcola School, Carievale School, Carlyle Elementary School, Gordon F. Kells **High School**, Carnduff Education Complex, Oxbow Prairie Horizons School, MacLeod Elementary School, Manor School, McNaughton High School,

Maryfield School, Redvers School, Rocanville School, Stoughton Central School, Wapella School, and Wawota Parkland School.

d) The Educational Associates from the Estevan Comprehensive School.

2.2 Assistance to Board and Union

The Board and the Union shall have the right at any time to have the assistance of persons not members of the Board or the Union in connection with any negotiations and/or meetings pursuant to this Collective Agreement.

2.3 New Employees

The Board will advise all new employees that a union agreement is in effect, and specifically, will advise all new employees of the following provisions:

a) Membership

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

b) Check-Off Union Dues

Upon written authorization from the employee, the Board agrees to deduct from every employee any monthly dues or assessment levied, and initiation fees owing by the employee to the Union. Deductions are to be made each pay period and shall be forwarded to the National Office of the Union not later than the fifteenth (15^{th}) day of the following month, accompanied by a list of all employees and their monthly wages.

c) Electronic Form

In order to maintain membership in the union, a written authorization from the employee shall come to the Union electronically from the Employer on a union authorized electronic form.

2.4 Bargaining Unit Demographics

Each year by October 15^{th}, the Employer will provide the Union with detailed bargaining unit demographic, earnings and job classification information. This information will comprise the following data elements for each member of the bargaining unit.

a) Weekly hours of work

b) Job title

c) Current hourly rate

d) Status (Permanent, Temporary, or Casual)

ARTICLE 3 - UNION MANAGEMENT CO-OPERATION

3.1 Work of the Bargaining Unit

Employees covered by this Agreement shall not suffer any loss of benefit provided by this Agreement due to the Board hiring casual labour, student employment or contracting work in areas pertaining to or related with the bargaining unit.

The Board agrees that no employee shall be laid off or have their hours of work reduced due to the utilization of volunteers. Volunteers are not to perform the work of the bargaining unit members on a scheduled or regular basis.

3.2 No Other Agreements

No employee specified in Article 2.1 shall be required or permitted to make any written or verbal agreement with the Board or its representatives which conflicts with the terms of this Collective Agreement.

3.3 Prohibition of Strikes and Lockouts

The parties agree that during the term of this Agreement there shall be no strike on the part of the Union and its members, nor a lockout by the Board.

3.4 Accessibility to Board Premises

The Board agrees to make its school facilities available for the purposes of conducting Union meetings in accordance with any applicable board policies.

ARTICLE 4 - COMMUNICATION

4.1 Correspondence

All correspondence between the parties arising out of the Agreement shall pass to and from the Human Resources Department and the President and Second Vice President/Personnel Coordinator of the Union or designate unless otherwise specified in this Agreement**.**

4.2 Bulletin Board

The Union shall have a right to post notices of meetings and such other union notices of interest to the membership on existing bulletin boards or on bulletin boards provided for that purpose, which are accessible to employees.

ARTICLE 5 - NO DISCRIMINATION

5.1 Definition

Pursuant to and unless otherwise permitted by The Saskatchewan Human Rights Code, the Board and the Union agree that there will be no discriminatory practices with respect to an employee because of the employee's race or perceived race, creed, religion, colour, sex, sexual orientation, marital status, disability, nationality, ancestry, place of origin, age, family status, receipt of public assistance or union membership or activity.

5.2 Personal, Discriminatory, and Sexual Harassment

South East Cornerstone Public School Division and CUPE Local 4869 fully support the Administrative Procedure 403. Employees who feel they are victims of harassment shall be encouraged to use the provisions of this Administrative Procedure. Click *here* to review the AP.

5.3 Masculine and Plural

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

ARTICLE 6 - GRIEVANCE & DISPUTE RESOLUTION

6.1 Definition

A grievance for the purposes of this agreement is defined to be a dispute, difference or disagreement between the employer on one hand and the Union or an employee or employees on the other hand; which dispute, difference or disagreement pertains to the following:

a) Any matter relating to the terms and conditions of employment or rates of pay, hours of work of any employee or employees;

b) Any matter of the interpretations of any provision of this agreement

c) Any matter involving the alleged violation of any provisions of this agreement.

6.2 Time Limits

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

b) However, notwithstanding the foregoing, it is clearly understood and agreed that the time limits established in this agreement are to be adhered to. Should either party fail to adhere to the time limits then the onus is on that party to establish a justifiable reason for its failure to adhere to such limits.

6.3 Accessibility

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. The Union shall also be provided, upon request, Board documents relevant to the settlement of a grievance as per Local Authority Freedom of Information and Protection of Privacy Act**.**

6.4 Procedure

The agreed procedure for the disposition of all grievances shall be as follows:

Informal Discussion

Whenever possible, the employee/Union will discuss the complaints with the supervisor prior to filing a grievance. If a matter cannot be resolved through discussions, the Union and employee may initiate the grievance procedure.

Initiating a Grievance

When an employee has a grievance, he/she shall within twenty (20) working days following the act or omission giving rise to such grievance, state his/her grievance, in writing addressed to the union and shall thereafter be heard by a committee of the Union. The Union shall thereupon and thereafter have the right to interview and obtain information pertaining to the grievance from any employee or any other person believed to have knowledge of the grievance.

Step 1

a) The union shall, within ten (10) working days after receipt of the grievance, have the right to make a submission to the Manager of Human Resources.

b) After filing the grievance the parties may mutually agree to advance the grievance to Step 2.

c) In making the application for a meeting, the Union shall outline, in writing, the matter complained and the settlement sought.

d) The meeting shall be held within ten (10) working days of the application being made, and the Union may have the employee concerned present at the meeting.

e) The Manager of Human Resources within five (5) working days following the meeting, give his/her decision and the reasons in writing to the Union.

Selection Grievances

Where the grievance is based on selection, the successful applicant shall be advised of the grievance within ten (10) working days of the filing of the grievance.

Step 2

a) The union shall have the right to appeal the decision of the Manager of Human Resources. In doing so, the Union shall file with the Board of Education, a written statement of the claim along with the reasons for lodging the appeal.

b) A copy of the decision and the reasons from the Manager of Human Resources shall be submitted with statement of claim.

c) The appeal shall be filed with the **Superintendent of Human Resources** within ten (10) working days following the receipt of the decision of the Manager of Human Resources of the Department.

d) The meeting shall occur at the next regular meeting of the Board following receipt of the application, when the Board meeting occurs within three (3) working days following receipt of the application. Otherwise such meeting shall occur at the next subsequent regular meeting of the Board

Step 3

a) Grievances, which are not resolved pursuant to Step 2, may be referred to a Board of Arbitration by either party to this agreement within ten (10) working days of the written decision under Step 2.

b) The Board of Arbitration shall consist of one member appointed by the Union, one (1) member appointed by the Board, and a Chairperson, jointly named by the two (2) members so appointed.

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

c) Where the appointees of the parties fail to agree, within twenty (20) working days of their appointment, on the appointment of a chairperson either party may request the Chairperson of the Labour Relations Board to make the third member appointment.

6.5 Decision of the Arbitration Board

The Board of Arbitration shall:

a) not have the power to change this Agreement, or to alter, modify, delete or amend any of its provisions;

b) be limited to dealing with the issues which are submitted to it for arbitration; and

c) render a decision, which shall be final and binding on both parties within sixty (60) calendar days of the conclusion of the arbitration hearing.

6.6 Disputes Involving Dismissal

Where there is a dispute involving a question of dismissal for cause the Board and the Union agree to bypass Step 1.

ARTICLE 7 - EMPLOYEE DEFINITIONS

7.1 Employee Definitions

a) Permanent Employee

Permanent employee shall mean an employee heretofore or hereafter appointed to a permanent position by the employer.

b) Probationary Employee

Probationary employees shall be those persons employed on a permanent or temporary basis who are serving a probationary period as outlined in Article 10 "Probation and Trial Periods".

c) Temporary Employee

Temporary employees shall be those persons hired for a pre-determined period of two (2) calendar months or greater.

d) Casual Employee

Casual employees shall be those persons engaged to perform work on a call-in basis or in an emergent situation, which does not require posting. Casual employees do not accrue seniority.

e) Academic year means September 1 to June 30 of any year

f) Calendar year means September 1 to August 31 of any year

g) Calendar month is defined as date to date, i.e. January 3rd to February 3rd.

7.2 Permanent Employees Appointed to Temporary Positions

a) Permanent Employees who are appointed to temporary positions shall continue to earn seniority for the time spent in the temporary position.

b) Such employees shall also receive the next increment in the pay scale upon completion of the equivalent of one (1) calendar year's work.

c) Once temporary work is completed, the permanent employee shall return to his/her permanent position. If the former permanent position no longer exists or such employees were not on an approved leave of absence, a layoff shall occur effective the day after the last working day of the temporary position in accordance with Article 11 “Layoff and Reassignment”.

7.3 Permanent Employees Appointed to Casual Positions

Permanent Employees who are appointed to Casual positions shall continue to earn the current rate of pay associated with their permanent role not the casual rate of pay.

7.4 Appointment to another Classification

An employee who is appointed to a position in another classification pursuant to this Agreement shall:

a) not lose seniority acquired pursuant to this Agreement; and

b) be placed on the grid of the other classification at the step closest to their current rate of compensation.

ARTICLE 8 - SENIORITY

8.1 Definition

Subject to Article 10.1 “Probation”, seniority shall be determined on the basis of:

a) Permanent Employees: continuous service commencing from date of hire with the Board including temporary positions subject to “Loss of Seniority” Article 8.4 (e).

b) Temporary Employees: continuous service commencing from the date of hire with the Board subject to “Loss of Seniority” Article 8.4 (e).

c) Employees hired prior to November 15, 2007 shall be ranked according to hours worked from date of hire including all periods of approved leaves.

8.2 Seniority List

The Employer shall also provide along with the seniority list the classification and location of employment of all employees.

The Board agrees to prepare and distribute in the month of September 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 thirty (30) calendar days from date of receipt of the list to indicate errors.

Once the thirty (30) calendar day deadline has passed the seniority list will be considered finalized.

The distribution shall include all schools, bus garages and a copy to the Union.

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

8.3 Seniority Maintenance

Seniority shall be maintained during:

a) All periods of approved leaves

b) Periods of continuous employment contracts

c) Layoff up to twenty-four (24) months

8.4 Loss of Seniority

Seniority and service related rights shall be lost in the event:

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

b) an employee resigns and does not withdraw the resignation within two (2) days for reasons acceptable to the Board;

c) a permanent employee is laid off for a period longer than twenty-four (24) consecutive months from a permanent position;

d) an employee retires from the employ of the Board;

e) a temporary employee has not worked for the Board within three (3) consecutive months, excluding summer break (July and August) for academic year employees.

   Where a temporary position is terminated prior to the expiration date of the initial temporary contract due to the return of the incumbent, the temporary employee affected shall not incur a loss of seniority.

ARTICLE 9 - VACANCIES

9.1 Posting

Subject to this Article, when a permanent position vacancy or a newly created permanent position or a prior known temporary vacancy of two (2) calendar months or more is to be filled, the Board shall post a notice of the vacancy on the South East Cornerstone Public School Division website. The notice will be posted for a minimum of five (5) working days to allow the existing employees to make a written or electronic application. At the same time, those vacant positions are advertised internally, they may also be advertised publicly.

a) The posting shall contain information regarding the nature of the position, the required qualifications, knowledge, skills and abilities, location and the closing date for applications.

b) Any school bus driver may request, annually in writing, to have any permanent school bus driver postings forwarded by mail to an address of their choice.

c) Any notice of known vacancies, for academic year employees, that are 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.

d) Employees who are on layoff may request to be advised by e-mail (other than the employees' Cornerstone email address) of all postings, unless the laid off employee requests to receive the postings by mail. The posting will be mailed to the last known address of the employee. The employee shall, at all times, keep the Board and the Union advised of his/her current mailing address.

e) Additional Regular Hours

Where additional regular hours of less than three (3) become available, the additional hours shall be offered to qualified employees within the school/facility in order of seniority who are available to accept such additional hours, prior to posting.

f) All positions with the school location information on the postings shall be assigned to such location.

9.2 Bidding

Employees shall be entitled to bid for positions or vacancies by means of a written and/or electronic application stating how they meet the qualifications which is to be submitted to the Human Resources Department. Any application received after the posted closing date may not be considered.

9.3 Appointment

a) The Board shall endeavour to fill posted positions from Union applicants within ten (10) calendar days of the posting application deadline. The Board will appoint the applicant who has the required qualifications, knowledge, skills, and ability to perform the duties of the available position. Where two or more applicants have the required qualifications, knowledge, skills and ability to perform the duties of the available position, seniority shall be the deciding factor. Where two (2) or more applicants have the same date of hire, the appointment decision will be made by the Supervisor or designate.

b) If there is no qualified Union applicant, the Board may fill the position from outside the bargaining unit.

c) Notwithstanding Article 9.1 "Posting" and Article 9.3a) "Appointment", the Board will reassign permanent drivers in the following circumstances:

i. permanent drivers will be offered the opportunity to be reassigned to vacant routes closer to home in order of seniority. (Providing the Board assumes no additional financial obligations as a result of the reassignment).

d) Article 9.3 a) and 9.3 c) pertain to all existing CUPE members as of September 1, 2018 and the existing deadheading rules apply (no kilometer maximum). In the event new bus routes are developed or existing routes changed, all new hires will be subject to a maximum compensation equal to 100 kilometers round trip for deadheading. Upon school closures, routes shall be decided upon by mutual agreement between the parties.

e) In addition to the above, the appointment of Educational Associates may be subject to:

i. **Their ability to meet specific program and/or student needs which will be detailed in the posting.**

Educational Associates may apply for Educational Associate vacancies and move once per academic year unless it is a promotion (increased hours of work or higher wages). In such cases, minimum qualifications and seniority shall prevail in the additional move.

In circumstances where an Educational Associate wishes to pursue a second (2nd) lateral move within the same academic year, a letter of rationale must be submitted to the Manager of Human Resources prior to the closing date of the posting.

The letter of rationale will be reviewed based on the following criteria:

1. **Demonstration of personal/immediate family needs and/or;**
2. **Demonstration of professional responsibility to address concerns regarding relationships and/or work satisfaction.**

9.4 Posting of Appointment to a Vacant Position

Within five (5) working days of the date of appointment to a vacant position the name of the successful applicant shall be posted pursuant to Article 4.2 “Bulletin Board” and a copy forwarded to the Union via email, along with a list of all union applicants.

9.5 Notification of Appointments and Leaves

a) The Union shall be advised accordingly, of the appointment of new employees and/or the subsequent change in employment status of employees covered by this Agreement within five (5) working days of the change in employment.

b) The Employer will provide to the Union copies of all communications approving leaves of absence greater than three (3) months by email (using read receipts). Additional information regarding leaves may be requested.

c) The employer shall provide the details of a denied leave request to the union as per Article 4.1 “Correspondence” upon request by the union.

ARTICLE 10 - PROBATION AND TRIAL PERIODS

10.1 Probation

All newly hired permanent and temporary employees shall be on probation for the first four (4) calendar months. During the probationary period, the employee may be discharged for general unsuitability. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of hire as an employee. The probation period may be extended upon agreement of the Manager of Human Resources and the Union.

10.2 Trial Period

An employee who is successful in obtaining a different position in another classification or location within the bargaining unit and has successfully completed a probationary period shall be on a trial period for up to one (1) month from the date of appointment. The employee shall hold the position for a trial period of up to twenty (20) working days. In the event the successful employee applicant proves unsatisfactory in the position during the trial period, or if the employee requests to be returned to their former position, the employee shall be returned to the employee's former position, wage or salary rate, and without loss of seniority. If the former position no longer exists Article 11.4 "Staff Reassignment or Lay-off" will apply. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position, wage or salary rate, without loss of seniority. The trial period may be extended upon agreement of the Manager of Human Resources and the Union.

ARTICLE 11 – LAYOFF AND REASSIGNMENT

Layoff Defined

A layoff within the bargaining unit shall be defined as:

- An Employer initiated reduction in the workforce;
- A reduction of hours of work that deviates from the employee's current hours;

Notification to the Union

Before any notice is given to an employee the Employer will notify the Local of the Union and discuss options pursuant to Article 11.4 at least seven (7) calendar days in advance of issuing layoff notices to employees.

11.1 Notice of Lay-off

In the event of a layoff**,** an employee who has been in the employ of the Board for at least three (3) continuous months shall be laid off by the Board in accordance with the following:

a) one (1) week's written notice, if the period of employment is less than one year;

b) two week's (2) written notice, if the period of employment is one year or more but less than three years;

c) four week's (4) written notice, if the period of employment is three years or more but less than five years;

d) six week's (6) written notice, if the period of employment is five years or more but less than 10 years;

e) eight week's (8) written notice, if the period of employment is 10 years or more.

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

It is understood that in the event of a Lay-off of a ten-month employee the lay-off notice will be issued no later than June 30thfor the following school year.

11.2 Options

An employee laid off, or displaced, may exercise one of the options set out in (i) through (v). Employees may be given the opportunity to select from their options in order of seniority.

i. If available, the employee may accept reduced hours.
ii. The employee may resign.
iii. The employee may retire under the terms of the pension plan.
iv. The employee may accept layoff.
v. When the Employer proposes a retirement incentive for an employee group, the employee may accept retirement based on compensation mutually decided upon by both parties.

11.3 Financial Obligation

The Board will assume no additional financial obligation (i.e. return home mileage, etc.) as a result of an employee accepting a position not within their school attendance area.

11.4 Automatic Lay-off

Notwithstanding Article 11.1 "Notice of Lay-off", employees, who work on the basis of the academic year, shall be deemed to be laid off for the school vacation periods. Recall following the summer vacation period shall be automatic unless the Board has served termination notice pursuant to Article 22 "Discipline Process" or indefinite lay-off notice pursuant to Article 11.4 "Staff Reassignment or Lay-off". This Article will serve as notice of lay-off and recall for the school vacation periods.

11.5 Staff Reassignment or Lay-off

Procedure

a) When a position redundancy within a classification is necessitated, the employee with the least applicable seniority in that classification within the schools in that community will be laid off.

b) Notwithstanding clause (a), a more senior employee within that classification may make a written request to voluntarily accept a reduction in hours or layoff.

c) Where a lay-off notice is being considered pursuant to ***The Saskatchewan Employment Act,*** representatives of the Board and the Union shall meet to review the staff reassignment options, including lay-off and may provide a mutually agreed recommendation on staff reassignment or lay-off within the school or schools in that community for all classifications.

d) The parties agree the following will be taken into consideration:

   i) the particular educational or developmental needs of any directly affected pupil, if applicable, as determined by the Director of Education or designate, are met to the satisfaction of the Director of Education or designate;

   ii) where driving routes are combined a driver's seniority within the affected attendance area shall be considered, and

   iii) where an employee is not hired to a specific location, a lay-off will be issued to the least senior employee within the classification.

e) Where two (2) or more employees have the same date of hire, the layoff decision will be made by the Supervisor or designate. The Supervisor or designate will provide an explanation for their decision to the Union.

11.6 Laid Off Employees and Casual Work

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

Employees who have been laid off or have retired who work in a casual capacity shall be paid at the grid step they earned at the time of lay-off or retirement.

11.7 Special Projects

Special projects will be identified and budgeted by the school division. To fulfill these special projects within CUPE locations the following process will be followed. The nature of the project will determine the first level of CUPE classification for posting purposes. Priority will be given to CUPE employees of the specific location and classification based on seniority. If additional resources are required, posting will be expanded to include all CUPE employees within the identified building with seniority being the determining factor. If further resources are required, posting will be expanded to include all CUPE employees based on

seniority. External candidates will be considered if required. Postings of this nature will outline the selection criteria described above.

ARTICLE 12 - ANNUAL VACATION

12.1 Vacation Entitlement

Vacation entitlement will be as follows:

a) Zero (0) to seventh (7^{th}) anniversary date – 3 weeks

b) Eight (8) to fourteenth (14^{th}) anniversary date – 4 weeks

c) Fifteen (15) to twenty-first (21^{st}) anniversary date – 5 weeks

d) Twenty-second (22^{nd}) anniversary date – 6 weeks

12.2 Vacation Pay

Every employee shall be entitled to vacation pay as follows:

a) Zero (0) to seventh (7^{th}) anniversary date, 3/52 of total gross earnings.

b) Eight (8) to fourteenth (14^{th}) anniversary date, 4/52 of total gross earnings.

c) Fifteen (15) to twenty-first (21^{st}) anniversary date, 5/52 of total gross earnings.

d) Twenty-second (22^{nd}) anniversary date, 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. Vacation pay will be paid monthly for ten (10) month employees.

12.3 Vacation Scheduling

While annual vacations of employees who work on a calendar year basis are generally taken during the months of July and August, vacation requests must be submitted no later than April 15^{th} to the immediate supervisor or designate. Vacation schedules shall be communicated to the employee by May 1^{st} of each year and shall not be changed unless mutually agreed between the employee and the Principal or designate.

Annual vacation to which an employee is entitled shall be taken during the period of school closure in July & August **up until 5 working days prior to the mandated teacher start date** if possible.

12.4 Vacation Carryover

By mutual agreement between the Board and the employee the employee may be permitted to carry-over a maximum of five (5) additional days of annual vacation which must be used in the following vacation year before April 1. Request for this

additional week must be made in writing to the employee's supervisor. This clause applies to calendar year employees only.

12.5 Definition of Year of Service

For the purposes of determining vacation entitlement, a year of service will be recognized for twelve (12) consecutive months from date of employment or anniversary date irrespective of the percentage of time worked.

ARTICLE 13 - PUBLIC HOLIDAYS

13.1 Paid Holiday Entitlement – Academic Year Employees

The Board recognizes the following as paid holidays for academic year employees for the following days, which fall within their work year:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Labour Day
- **National Day for Truth and Reconciliation**
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

and all federally and provincially proclaimed holidays within the employee's work year.

13.2 Paid Holiday Entitlement – Calendar Year Employees

The Board recognizes the following as paid holidays for calendar year employees:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Saskatchewan Day
- Labour Day
- **National Day for Truth and Reconciliation**
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

and all federally and provincially proclaimed holidays within the employee's work year.

13.3 Payment

The Board will pay the paid holiday pay entitlement in accordance with Part II, Subdivision 7, Section 2-32 of The Saskatchewan Employment Act subject to this Section in the month that the paid holiday occurs**.**

ARTICLE 14 - SICK LEAVE

14.1 Sick Leave

a) Definition

Sick leave is defined as a period of time an employee is absent from work with pay by virtue of personal illness, disability or because of an accident for which compensation is not payable under The Workers' Compensation Act, 2013 or The Automobile Accident Insurance Act.

b) Medical Appointments

Employees shall endeavour to schedule personal medical appointments outside of their scheduled hours of work whenever possible. The employer may request verification of time and location (community) of the appointment. Where medical appointments with a health care professional are required for the employee which cannot be made outside of daily hours of work, or where specialist appointments outside the school division are required, a claim may be made against the employee's Sick Leave Entitlement.

An employee shall be granted up to four (4) days leave to attend a medical, dental or specialist appointment **for a** parent, spouse, child, grandchild, **including a person for whom you act as a legal guardian or power of attorney for personal care,** or **an** illness that requires the **individual's** attendance. These days will be deducted from the accumulated sick leave credit bank.

There is to be no loss of sick leave credits or salary for time off due to compulsory quarantine of the employee when certified by a medical officer, **for a maximum of up to twenty (20) paid days per year.**

"Health care professional" means a physician, dentist, chiropractor, optometrist, psychologist, occupational therapist, physical therapist, nurse or any other person who is registered or licensed pursuant to any Act to practice any of the healing arts.

c) Basic Entitlement

Each employee shall be entitled to sick leave in the amount of one and one half days for each month worked pro-rated based on current assignment.

Except student service counsellors and family liaison counsellors who are hired prior to September 1, 2008 are entitled to sick leave in the amount of two days for each month worked.

d) Accumulated Entitlement

The unused portion of an employee's sick leave shall accumulate to a maximum of 180 days

14.2 Proof of Illness

An employee may be required to produce written confirmation from a health care practitioner as defined above in 14.1(b) for any illness. The Board may require a second written confirmation from a health care practitioner mutually agreed to by the employee and by the Board. When requested by the employer, the employee will present written confirmation from a health care practitioner, at the expense of the Board upon submission of the receipt.

14.3 Notification

Every employee who is absent on account of illness shall notify the principal or immediate supervisor, **at least one (1) hour prior to the commencement of their scheduled shift or as soon as reasonably possible. F**ailure to do so, without good cause, shall deprive such employee from the benefits to which **they** would normally be entitled for that illness prior to the time due notice is received by the principal or immediate supervisor, as applicable. On return to work every employee shall complete the applicable leave request form.

14.4 Deductions from Accumulated Sick Leave

Deductions from accumulated sick leave will be made for all working days absent from work for sick leave as defined in Article 14.1 after the current year's allowance has been used.

14.5 Annual Statement

Each employee shall receive a statement of unexpended sick leave credit on the employee's pay statement. Such statement shall be open to protest and correction for a period of 30 calendar days and on presentation by the employee of proof of error, the Board shall make correction immediately.

14.6 Duty to Accommodate

The Employer and the Union agrees to make every reasonable effort to provide suitable modified or alternative employment to employees who are temporarily or permanently unable to safely perform their regular duties as a consequence of an occupational or non-occupational disability.

It shall be the responsibility of the employer and the union, or their designates, to jointly investigate and find a means to accommodate disabled employees.

ARTICLE 15 - LEAVES OF ABSENCE

15.1 Critical Illness and Bereavement Leave

a) Definition

For the purposes of this Article, the term "immediate family" shall mean the employee's,

- Spouse
- Child**,** stepchild or foster child
- Legal guardian
- Son-in-law or daughter-in-law
- Aunt or uncle
- Brother-in-law or sister-in-law
- Parent or stepparent
- Grandchild
- Sibling
- Niece or nephew
- Grandparent

and the following relatives of the employee's spouse**:**

- Parent
- Stepparent
- Sibling
- Grandchild
- Grandparent
- Legal guardian

b) Application

Each employee shall apply for a leave in writing to the Board either before or after the date of the leave.

c) Critical Illness Leave

In the case of a critical illness of an immediate family member the employee shall be granted a leave of absence up to five (5) working days with full salary. Employees applying for critical illness leave may be asked to provide a doctor's certificate. The employer reserves the right to ask an employee for clarification around the reason for the leave.

For the purposes of this Article, "Critical Illness" means relating to or being at the stage at which an abrupt change for better or worse may be expected and/or relating to an illness or condition involving danger of death.

d) Bereavement Leave

In the case of a death of an immediate family member the employee shall be granted a leave of absence not exceeding five (5) working days with full salary.

The length of the bereavement leave shall be extended up to and including one (1) additional working day when travel in excess of 500 kilometres one way.

15.2 Jury/Witness Leave

An employee who is absent from work as a result of being subpoenaed to be a witness in court or of being required to serve on a jury shall be paid the employee's normal salary while absent subject to the following conditions:

a) The employee shall apply for and pay to the Board any remuneration other than expenses, which he receives, for such absence. With respect to the Court of Queen's Bench, the employee if appearing as a witness; shall make application in accordance with "The Queen's Bench Fees Regulations" for witness fees.

b) The employee shall notify the Board as soon as possible after receipt of notice for such absence.

c) This provision does not apply to an employee:

   i) who has a direct or indirect interest in the outcome of any proceedings; or

   ii) who appears as an accused in any proceedings.

15.3 Grievance Leave

An employee shall suffer no loss in salary for time spent from duties for the purpose of participation in grievance, conciliation or arbitration proceedings on matters arising out of this Agreement.

15.4 Negotiation Leave

If the bargaining committees meet to conduct negotiations during working hours, the Board will provide a leave of absence from their assigned duties with pay and benefits for a maximum of six (6) members of the Union's bargaining committee for the time spent in negotiations. The Union shall appoint a bargaining committee from within the bargaining unit to represent the employees in negotiations with the Board. The Union shall give advance notice to the Board as to the members of its bargaining committee or any changes made thereto.

15.5 Leave for Public Duties

The Board agrees to implement the provisions of Part II, Subdivision 11 of The Saskatchewan Employment Act with respect to leaves of absence as are required by those provisions.

15.6 Union Leave

The Board agrees that employees may be provided with leave of absence for the purpose of conducting Union business. The conditions of such leave shall be as follows:

a) the granting of such leave shall be subject to operational feasibility; such leave shall not be unreasonably refused.

b) such leave shall be without loss of seniority;

c) an employee shall provide the Board whenever possible a written request for such leave at least two weeks prior to the commencement of the leave;

d) such leave shall not exceed 10 working days per employee at any one time;

e) such leave may be given to a maximum of four employees at any one time; and

the Board shall continue to pay wages and benefits for the period of Union Leave, however, the Union shall reimburse the Board for all pay and benefits during the period of absence.

15.7 Maternity, Parental and Adoption Leave

The parties agree that leave will be provided in accordance with Part II, Subdivision 11, Section 2-43, 2-49, 2-50 and 2-51 of The Saskatchewan Employment Act. Seniority during these leaves shall accrue in accordance with The Saskatchewan Employment Act.

15.8 Compassionate Care Family Leave

a) Upon request, employees shall be granted a leave of absence of up to eight (8) weeks without pay to care for a family member who is seriously ill. The employee is not required to take the benefit weeks consecutively.

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

c) An employee can receive compassionate care benefits to care for the following family members:

- your child or the child of your spouse or common-law partner;
- your wife/husband or common-law partner
- your father/mother
- your father's wife/mother's husband
- the common-law partner of your father/mother

Common-law partner means a person who has been living in a conjugal relationship with that person for at least a year.

d) Employees applying for compassionate care family leave must provide a doctor's certificate stating that a family member suffers from a serious medical

condition, with a significant risk of death within twenty-six (26) weeks and that the family member requires the care or support of one or more other family members.

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

15.9 General Leave Without Pay

The Board or its designate may grant, subject to operational feasibility, a leave without pay and without loss or accrual of seniority **for up to 5 calendar days in any academic/calendar year**. When an employee requests such a leave, for good and sufficient reasons acceptable to the Board, it will be in writing, **at least two (2) weeks** in advance, to the principal or designate, **and the Manager of Human Resources**.

15.10 Extended Leaves of Absence

The Board or its designate may grant, subject to operational feasibility, an extended leave of absence without pay and without loss or accrual of seniority for up to one (1) academic/calendar year. When an employee requests such a leave, for good and sufficient reasons acceptable to the Board, it will be in writing, at least one (1) month in advance, to the principal or designate, and the Manager of Human Resources.

15.11 Work Related Education Leave

a) Where the Director of Education or designate requires an employee to take a specific course, the Board will pay the associated costs agreed upon at the time of the approval. Where the employee does not successfully complete the course, or leaves the employ of the Board before successfully completing the course, the employee may be required to repay the associated costs.

b) Where the Director of Education or designate approves a written application from an employee to take a work related course, the employee will be reimbursed the cost for the course agreed upon at the time of the approval upon proof of successful completion.

c) Where time away from work is required for the purposes of this Article, the employee will be provided with a leave with pay

15.12 Special Leave

An employee shall be granted leave with pay not to exceed three (3) days in any one (1) academic year to cover the following:

- Grade 12 Graduation / Post-Secondary convocation (self, spouse or child)
- Weddings (self, child, parent)
- Birth of a child/grandchild
- Mandated legal appointments and court dates
- Acts of God (flood, fire, inclement weather)
- Unplanned events of a emergency nature where the employee's presence is required
- Funeral or to act as a pallbearer for someone other than that of an immediate family member
- Community Involvement (i.e., player participant or cultural event where one has earned the right to participate in championships at a regional / provincial / national level / town council)
- **Emergency Community Service (Volunteer Fire Fighter, Volunteer Paramedic**

Two days of Special Leave granted will be deducted from the accumulated sick leave credit bank available to the employee. If sick leave is not available leave without pay shall be granted.

One (1) day of Special Leave granted will be deducted from the Special Leave credit bank available to the employee.

Additional days for special leave may, upon written request, be approved by the director or designate with or without pay.

15.13 Personal Leave

An employee shall be granted three (3) days leave of absence without pay for personal reasons in any academic year. At least one week's notice is required, but this will not preclude the granting of such leave where less notice is provided if agreeable to the Employer.

Based on operational feasibility, employees with limited access to leaves (in school academic employees) will be granted two (2) additional days to be used in conjunction with the three (3) days personal leave. This leave will be granted annually.

New hires will not be entitled to this provision until their 3rd year of employment.

Past practices for school bus drivers and caretakers will not be impacted by this clause.

ARTICLE 16 - TECHNOLOGICAL CHANGE

The Board and the Union shall act in accordance with Part VI, Division 10 of The Saskatchewan Employment Act.

ARTICLE 17 - PAYMENT OF WAGES

17.1 Pay Day

The Board shall pay wages and allowances on or before the 15th and 30th days of each month in accordance with Schedules "A" – Administrative Assistant, Caretaker, Educational Associate, Library Technician, "B" Driver, Transportation Technician and "C" Family/School Liaison Worker, Student Service Counsellor, entitled "Rates of Compensation". On each payday each employee shall be provided with an itemized statement of his wages and other supplementary pay and deductions.

Payroll cut off dates will be as follows:

a) From the 25th of the prior month to the 9th of the current month paid out on the 15th

b) From the 10th of the current month to the 24th paid out on the 30th (28th in February)

17.2 Annual Increments

Annual increments shall be effective on the first of the month closest to the anniversary date of appointment. The mid-point shall be deemed to be midnight of the 15th of the month.

17.3 Itemized Statements

On each payday, each employee shall be provided with an itemized statement of earnings and deductions. Sick leave accumulation and vacation accumulation will be provided on this statement

17.4 Direct Deposit

All union employees shall be paid by direct deposit.

17.5 Recognition of Years of Service

Permanent employees of the school division that are successful in obtaining a position within their same classification within this bargaining unit, shall have their years of service recognized for the purposes of grid placement.

17.6 Payment Advance

Academic year employees may request an advance of three hundred dollars ($300) to be paid during regular payroll on or before the September 15th pay cheque and deducted from their regular October pay cheque. Such request shall be in writing and submitted to the payroll department no later than September 5 each year.

ARTICLE 18 - HOURS/DAYS OF WORK, OVERTIME AND SCHEDULING

18.1 Hours of Work

a) All Employees except Caretaker, Family Liaison Counsellor, Student Service Counsellor

Where the normal scheduled hours are less than eight hours in a given day or 40 hours in a given week, the rates of pay identified in Schedules **"**A" and "B" will be paid until eight hours in a given day or 40 hours in a given week, is achieved and where prior authorization for the hours is provided by the immediate supervisor or designate.

Noon Supervision

i. General noon period supervision is not part of an employee's regular assignment and will be paid at the general noon supervision rate.

ii. Student specific noon period supervision is part of an employee's regular assignment and will be paid at the employee's current rate of pay.

iii. The hours of work stated in this section are not to be construed as a guarantee of hours to be worked.

b) Averaging

i. Caretakers

Pursuant to Part II, Subdivision 2 of The Saskatchewan Employment Act and in order to accommodate the educational program of the Board, the Parties agree that the regular full time equivalent hours of work shall mean an average of 40 hours per week in any one (1) calendar month. During the months of September to June, averaging is to be reconciled on a monthly basis. During the summer months of July and August, averaging shall be reconciled at the end of the second month. Caretakers will track and report their actual hours worked to avoid overages or shortages. This does not include Article 18.1 b) ii. "Emergency Call Back".

In respect of each period during which one or more public holiday, as defined by Part II, Subdivision 7, Section 2-30 (2) of The Saskatchewan Employment Act occurs or occur, the hours in each period as prescribed above will be reduced by eight hours in respect of each such holiday. Provided further that in calculating the hours worked in each such period no account will be taken of any time such employee is required to work or to be at the disposal of the Board on each such public holiday.

iv. Emergency Call Back

Every caretaker who is called out by the employer and required to work outside their regular hours of work due to unforeseen circumstances that require immediate attention, shall be compensated at the rate of one and one-half (1.5X), with the minimum of one hour. It is understood that routine boiler checks are a part of regular hours pursuant to Article 18. 1 b) "Hours of Work - Averaging".

18.2 Days of Work

The South East Cornerstone Public School Division supports the concept of employment for support staff where such services are deemed necessary.

Educational Associates

The days of work for Educational Associates shall be based on the instructional/student contact days as set out by the South East Cornerstone Public School Division each year. A full-time equivalent for an Educational Associate is based on six (6) hours a day. Additional hours of employment up to a maximum of 36 hours per academic year may be assigned by the supervisor. Where the Board has directed professional development, it is understood that any additional hours required to travel to the activity, from the employee's home school to the location of the event and back, will be assigned and deducted from the additional 36 hours.

School Bus Drivers

The days of work for School Bus Drivers shall be based on the instructional/student contact days as set out by the South East Cornerstone Public School Division each year. Additional Days up to a maximum of six (6) days per academic year may be assigned by the supervisor for oil changes and regular maintenance. In-service days (if required) will be paid in addition to the 6 days noted above for those in attendance.

Other Classifications

The days of work for all other classifications shall be based on the school year as set out by the South East Cornerstone Public School Division.

Additional hours may be assigned by the Director or designate.

Schedules

All employee schedules will be communicated by September 30 of the school year by the supervisor or designate.

18.3 Additional Days/Hours of Work

If an employee is requested by the Employer and agrees to work on more than the number of days in the school year or more than the normal daily hours, 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.

18.4 Overtime

For those employees not bound by an averaging agreement, overtime rate at one and one-half (1½) times the regular hourly rate shall be paid for time worked over eight (8) hours per day or over forty (40) hours per week for the first four (4) hours and two (2) times the regular hourly rate for any hours thereafter.

All overtime must be authorized, in advance, by the proper authority.

18.5 Rest and Meal Periods

a) The days to be worked and the daily hours of work, including starting time, breaks and finishing times, as applicable, shall be determined by the immediate supervisor or designate as applicable, and the Director of Education or designate after consultation with the employee and shall be communicated to the employee each academic year.

b) Employees who work more than three (3) hours but not more than five (5) hours in any day shall receive one (1) ten (10) minute paid rest period. The supervisor shall make every effort to schedule the rest period midway through the shift.

i. Employees who work more than five (5) hours but less than six (6) hours in any day shall receive two (2) ten (10) minute paid rest periods. The supervisor shall make every effort to schedule the rest periods midway through each half of the shift.

ii. Employees scheduled to work six (6) hours or more in any day shall receive two (2) ten (10) minute paid rest periods and one (1) unpaid meal period of no less than thirty (30) minutes and no more than sixty (60) minutes. The supervisor shall make every effort to schedule the rest periods midway between each half shift with the meal period scheduled midway through the entire shift.

iii. The time of the rest and/or meal period(s) shall be scheduled by the employer. Where an employee(s) is unable to take their rest and/or meal period(s) on a regularly occurring basis, the parties shall meet to investigate and resolve the situation such that the employee(s) receive their rest and/or meal period(s).

iv. Where possible and as determined by the direct supervisor, rest periods of fifteen (15) minutes shall be permitted.

18.6 Call Back Pay

i. Any support staff called back to the building by the employer or designate, for any reason, will be paid a minimum of three (3) hours at the employee's regular rate of pay.

ii. For any call between 23:00 and 07:00 double (2x) time for three (3) hours shall apply.

ARTICLE 19 - TRAVEL REIMBURSEMENT

Travel reimbursement shall be paid according to the South East Cornerstone Public School Division travel reimbursement policy.

ARTICLE 20 - SUPPORT STAFF RECOGNITION OF VOLUNTARY SERVICE

Employees who provide voluntary service for noon or extracurricular supervision shall be recognized as per the South East Cornerstone Public School Division *Administrative Procedure 441 Support Staff Recognition of Voluntary Service*. An employee volunteering to provide noon supervision shall declare his intention by June 30 of the preceding school year. In the case of an employee new to the division, the employee shall declare his intent with respect to the above within the first seven (7) calendar days of commencement of his employment. Employees shall declare intent to their individual school administrator.

ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY

The parties agree to adhere to the relevant portions of Part III of The Saskatchewan Employment Act, and the Regulations made thereunder.

21.1 – Occupational Health and Safety

a) The Local of the Union and the Employer, as a matter of principle, recognize that occupational health and safety is a shared concern. They will cooperate on promoting and improving rules and practices which will enhance the physiological, psychological and social well-being with respect to working conditions for all employees in accordance with the *Occupational Health and Safety Act*, and it is further agreed that *The Occupational Health and Safety Act and Regulations* form part of this Collective Agreement. There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Article.

b) CUPE members participating on Joint Occupational Health and Safety Committees and performing their duties, as required by the Committee, as outlined in the *Occupational Health and Safety Act* shall suffer no loss of pay or benefits.

c) The legal Joint Occupational Health and Safety Committee(s) shall be the Committee.

21.2 Referral of Health and Safety Concerns

An employee or group of employees who have a health and safety concern should endeavour to resolve the concern by referring the concern to the immediate supervisor or the OH&S Committee Co-chairs, who will investigate and take remedial action. Failing resolution of the health and safety concern, the employee(s) may take their concern to the Local of the Union.

21.3 Violence in the Workplace

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

To that end, the following shall apply:

a) Definition of Violence

Violence means the attempted, threatened or actual conduct of a person that causes or is likely to cause injury, and includes any threatening statement or behaviour.

b) Background and procedures for violence in the workplace are found in SECPSD Administrative Procedure 404 *Violence in the Workplace*.

c) No Retaliation

An employee who in good faith, reports violence in the workplace, shall suffer no harassment, retaliation, intimidation or adverse consequences. Such actions against a person who has reported a concern/action in good faith will be viewed as a serious offence.

ARTICLE 22 – DISCIPLINE PROCESS

Discipline and discharge shall only be for just cause.

22.1 Progressive Discipline

The Board may, at any time, issue a verbal warning, written reprimand, suspension or dismissal of any employee for cause. The Board shall immediately notify the Union of the discipline. Any dispute arising from the discipline may be processed under the Grievance Procedure.

22.2 Expiration of Disciplinary Documents

Documentation in an employee's personnel file that is not related to a disciplinary suspension shall become void after one (1) year, unless there have been subsequent documented incidents of a similar nature. Following the one (1) year period, the document shall be removed from the employee's personnel file, at the time of discovery, and forwarded to the Union for disposition.

Documentation in an employee's personnel file that is related to a disciplinary suspension shall be removed at the written request of the employee after three (3) years unless there have been subsequent documented incidents of a similar nature.

22.3 Notification

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.

22.4 Letters of Expectation

The Board may, at any time, issue an expectation letter to any employee for cause. Documentation of expectation in an employee's personnel file shall be removed after eighteen (18) months.

22.5 Union Representation

In all meetings which are disciplinary or which the employee believes may be disciplinary, the employee shall have the right to have a union steward or representative present.

22.6 Unjust Dismissal

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.

ARTICLE 23 - WORKING CONDITIONS

23.1 Personnel Files - Statement of Access

An employee's personnel file maintained by the Board shall be available for examination by the employee in accordance with SECPSD policies and procedures and the Local Authority Freedom of Information and Protection of Privacy Act (LAFOIP).

23.2 Caretakers

a) Staffing

The number of caretakers required for a school shall be determined by dividing the square footage of the school by 24,000 square feet. Approximately 24,000 square feet is accepted by both parties to represent an eight-hour (8) day of caretaking responsibilities.

Where there is more than one caretaker in a school, they may enter into reciprocal arrangements to assist each other.

b) Adjustment Notification

In the event of addition or deletion of square footage at a school, the Board shall provide 30 calendar days' notice of such change. The adjustment in compensation shall take effect as of the date on which the change is effective.

c) Extra Payment

i. All caretakers shall be reimbursed for the renewal fees for the Fireman's Boiler Certificate.

ii. Caretakers may assist the Maintenance Technician when required and authorized by the principal or immediate supervisor. Payment is to be at the employee's current rate of pay.

d) Allowance for Extra Cleaning for Non-School Events

Subject to pre-approval by the School Administrator, caretakers will be paid at an hourly rate of twenty-five dollars ($25.00) for additional cleaning for non-school events upon submission of written documentation as outlined in AP# 548 – *Community Use of School Facilities.*

e) Clothing Allowance

An allowance for the purchase of work related footwear and clothing shall be provided to all caretaking staff to a maximum of three hundred dollars ($300) annually (including taxes); reimbursement will be conditional upon the submission of receipts.

23.3 Educational Associates

Educational Associates who are required to perform specific medical needs, such as but not limited to, catheterization, administering of insulin and/or other medications, tube feeding, physiotherapy, etc., will be trained by a certified medical professional.

a) All Educational Associates that work with students requiring QBS plans will be provided with QBS training.

23.4 School Bus Drivers

a) Daily Responsibilities

The normal daily responsibilities of a driver are from the time shown on the drivers pick up and drop off schedule from time of first pick up to school terminal and from time of leaving school to final drop point, and includes time for cleaning, warm up, checking and fuel up. Drivers shall operate and maintain their vehicles in accordance with SGI Regulations.

b) Approved Drivers

No person shall operate a school bus except the driver assigned by the Board. The Board will arrange to have a qualified casual school bus driver available in the event a driver is unable to perform his duties. In the event a casual driver is not available, SECPSD policy shall apply. The casual school bus driver shall operate the vehicle in accordance with terms of this Agreement.

c) Medical Examination

The Board at its discretion may require a school bus driver to take a medical exam and/or driving exam, periodically, at the Board's expense.

d) Regulations

The employee shall comply with all provisions of The School Bus Operating Regulations, 1987, under *The Traffic Safety Act* as are in force in the Province of Saskatchewan and a driver who fails to comply may be subject to dismissal.

e) Failure to Maintain Qualifications

A driver who fails to maintain the required driver's license and who drives a Board vehicle shall be deemed to have been terminated.

f) Pay Calculations

The wages noted in Schedule "C" entitled "Rates of Compensation – School Bus Drivers" are exclusive of all monies owing to the driver for vacation and statutory holiday pay.

g) Extra Trips

i) Situational

Each employee shall be paid for at least four hours for each additional trip commencing after five o'clock in the afternoon and three hours for each such trip commencing before five o'clock in the afternoon.

ii) Curriculum Based

Curriculum based trips (ie; band, industrial arts - PAA) are defined as those that occur on a regularly scheduled basis (semester or yearly); these positions will be posted and awarded as outlined in Article 9 "Vacancies".

iii) Access to Situational Extra Trips

A list shall be maintained of drivers willing to drive extra trips. These opportunities will be offered on a rotational basis from the list established for each school.

h) Mileage Calculation

i) Fall Mileage

Although the route may change from time to time throughout the period of time from September 1st to December 31st, the wages paid to the employee shall be based upon the route agreed upon in September and the amount of wages paid to the employee shall remain unchanged throughout that period.

ii) Spring Mileage

Although the route may change from time to time from January 1st to June 30th, the wages paid to the employee shall be based upon the route agreed upon in January and the amount of wages paid to the employee shall remain unchanged throughout that period.

iii) Route Changes
The Board may alter routes at their discretion during the academic year and adjust salaries accordingly, pursuant to this Article.

iv) Car Allowance
One car allowance is payable per vehicle in accordance with Schedule "C" entitled "Rates of Compensation – School Bus Drivers" when a driver is authorised to use his vehicle in lieu of driving a school bus to and from the starting or ending point on his route. Mileage is to be confirmed by the Manager of Transportation and Fleet Services or designate prior to payment.

i) Union Designed Group RRSP

The following provision shall apply to all L.3951 drivers hired prior to the date of signing of this agreement. Therefore, drivers hired after September 1, 2007 shall not receive this provision. The Board will match driver contributions to a maximum of 3.0% of gross salary.

j) Allowances

i) Bus Wash Allowance
School Bus Drivers at locations in excess of 60 km roundtrip from a divisionally provided/approved bus washing facility will be provided with a monthly allowance of $29.00. Additional allowances are available upon approval of the Manager of **Facilities and** Transportation or designate.

ii) Stay in Allowance
For Bus Drivers to qualify for stay-in allowance, the following guidelines will apply.

a) The distance from the Bus Driver's residence to the school must be over 40 km round trip.

b) The bus is to be parked on school property or at a single location that has been pre-approved by the Manager of Facilities & Transportation and/or designate, with winter plug-in amenities.

c) Bus Drivers that are employed in town will be allowed to park their bus at their place of employment and in the winter, plugged in, but will not qualify for the stay-in allowance unless the distance to home is greater than 40 km round trip.

d) The stay-in allowance will not be paid if doing day trips or shuttle trips.

e) Mileage will be monitored for those claiming stay-in allowance and the bus driver claiming a stay-in shall provide a brief explanation on their *Daily School Bus Deficiency Inspection Report.*

iii) Lunch Allowance

All Bus Drivers required to stay for servicing their bus during lunch hour (11:00 a.m. to 1:00 p.m.) will be covered up to fourteen dollars ($14.00) or the current Government of Saskatchewan Meal Rates, whichever is greater, for lunch (receipt required). The Bus Driver must be located outside a 40-kilometer round trip from the maintenance shop.

k) Casual Drivers

Casual drivers shall be paid the daily rate assigned for the regular route.
In addition to the daily rate, when a casual driver is required to pick up the bus from another driver's home and uses his personal vehicle to travel from his home, that driver shall be paid mileage in accordance with the Board approved mileage rate. Mileage is to be confirmed by the Manager of Transportation and Fleet Services or designate prior to payment.

In the event the casual driver has the bus located at his home, that driver shall be paid and hourly rate in accordance with Schedule "C" entitled "Rates of Compensation – School Bus Drivers" for driving time to the start of the route and from the end of the route to home. Hourly rate is to be confirmed by the Manager of Transportation and Fleet Services or designate prior to payment.

l) Call In Procedure for Extra Trips

The following procedure will be used when calling in School Bus Drivers for extra trips:

a) School Bus Drivers will indicate if they are interested in accepting extra trips.
b) Casual and Regular Route School Bus Drivers will be placed on separate lists by seniority.
c) First calls will go to Casual School Bus Drivers.
d) If no Casual drivers are interested in accepting the extra trip, Regular Route School Bus Drivers will be called.
e) The lists will be revolving lists. Once a driver has been called, whether they accept the extra trip or not, they will move to the bottom of the list.
f) Administrative Assistants will be provided with the appropriate lists.

23.5 Personal Property Liability

An employee may apply to the employer for the reimbursement of the cost to repair or replace clothing or other personal property damaged by the action of a student. The employee shall submit a claim, including an incident report, to the Workers' Compensation Board (WCB). If the claim is paid by the WCB, no claim shall be payable by the employer. If WCB denies the claim, reimbursement shall be made by the employer. Such claim will be up to a maximum of two hundred and fifty dollars ($250). If prescription eyewear is

damaged, such claim will be up to a maximum of five hundred dollars ($500). The incident report and cost of the repair or replacement must be submitted by the employee concerned within three (3) months of the incident.

23.6 Travel Allowance

Where an employee is required by the board to travel between two (2) or more locations in one day in the performance of duties, a reimbursement allowance will be paid. The per kilometer allowance will be established by the board on a monthly basis and will be reimbursed on the submission of a travel reimbursement claim. The allowance shall be reflective of the current gas prices, but in no event shall the employee receive less than five dollars ($5.00) per trip. The employer shall advise the union, in writing, of all changes to the per kilometer rate, including provision of the formula used to determine the new rate payable.

ARTICLE 24 - PENSION AND BENEFITS

24.1 Pension Plan:

Employees shall participate in the Municipal Employees' Pension Plan and make contributions thereto in accordance with the terms of the said pension plan.

24.2 Benefits

The following Benefit Plan shall be available to all employees working fifteen (15) hours or more per week as a part-time or full-time employee:

Benefit Description

Employee Paid:

Life (Option A) = 1 x annual salary

AD&D

Dependent Life

LTD (Long Term Disability) Plan B = 60% non taxable

Employer Paid:

Extended Health (Option B)

Vision Care (Option B)

Dental Care (Option C)

EFAP Employee Family and Assistance Program (Resilience Plan)

24.3 Contributions During Leaves of Absence

a) The Board will continue to pay their share of the cost for the benefits plan when the employee is on an approved leave of absence with pay.

b) The employee will be responsible for the Board's share of the cost for the benefits plan when the employee is on an approved leave of absence without pay.

24.4 Post Retirement Benefit Bridging

When retiring, an employee can extend all benefits (except disability) for up to six (6) months. The cost shall be fully funded by the employee and there will be no cost incurred by the Employer for this benefit. Any such benefit bridging extensions will be subject to any benefit plan restrictions.

ARTICLE 25 - REPRESENTATIVE WORKFORCE

25.1 Preamble

The parties will address proactive processes that support a representative workforce which shall include but not be limited to identifying employment opportunities, education and training, and preparing workplaces.

25.2 Workforce Representation

The parties agree to the principle of a representative workforce for Aboriginal workers.

ARTICLE 26 - TERM OF THE AGREEMENT

26.1 Duration of Agreement

This Agreement shall be effective from September 1, 20**22** and shall remain in force up to and including August 31, 202**5** and from year to year thereafter unless written notice is given pursuant to Article 26.2 "Written Notice".

26.2 Written Notice

Either party may, not less than sixty (60) calendar days or more than one hundred twenty (120) calendar days prior to the expiry date of this Agreement, give written notice to the other party of its desire to negotiate a revision thereof.

26.3 Agreement to Continue

Where notice has been given pursuant to Article 26.2 "Written Notice", all provisions of this Agreement except its term shall continue in force until a new collective agreement has been negotiated.

SCHEDULE "A"

Rates of Compensation

September 1, 2022 – August 31, 2023 (+4.1%)

	Step 1	***Step 2***	***Step 3***	***Step 4***	***Step 5***	***Step 6***
Administrative Assistant	$21.39	$22.08	$22.76	$23.57	n/a	n/a
Caretaker	$21.48	$22.08	$22.74	$23.43	n/a	n/a
Educational Associate	$19.27	$20.27	$21.36	$22.49	n/a	n/a
Library Technician	$19.27	$20.27	$21.36	$22.49	n/a	n/a
Student Services Counsellor	$64,590	$68,913	$73,202	$77,510	$81,835	$86,324
Salary includes public holiday and vacation pay						

Rates of Compensation

September 1, 2023 – August 31, 2024 (+2.2%)

	Step 1	***Step 2***	***Step 3***	***Step 4***	***Step 5***	***Step 6***
Administrative Assistant	$21.86	$22.57	$23.26	$24.09	n/a	n/a
Caretaker	$21.95	$22.57	$23.24	$23.95	n/a	n/a
Educational Associate	$19.69	$20.72	$21.83	$22.98	n/a	n/a
Library Technician	$19.69	$20.72	$21.83	$22.98	n/a	n/a
Student Services Counsellor	$66,011	$70,429	$74,812	$79,215	$83,635	$88,223
Salary includes public holiday and vacation pay						

Rates of Compensation

September 1, 2024 – August 31, 2025 (+2.2%)

	Step 1	***Step 2***	***Step 3***	***Step 4***	***Step 5***	***Step 6***
Administrative Assistant	$22.34	$23.07	$23.77	$24.62	n/a	n/a
Caretaker	$22.43	$23.07	$23.75	$24.48	n/a	n/a
Educational Associate	$20.12	$21.18	$22.31	$23.49	n/a	n/a
Library Technician	$20.12	$21.18	$22.31	$23.49	n/a	n/a
Student Services Counsellor	$67,463	$71,978	$76,458	$80,958	$85,475	$90,164
Salary includes public holiday and vacation pay						

SCHEDULE "A"

1) Casual employees shall receive the start rate of the classification. Employees who have been laid off or have retired who work in a casual capacity shall be paid at the grid step they earned at the time of lay-off or retirement.
2) A new employee upon initial hire will be placed on the appropriate grid at a step equivalent to the years of postsecondary education in a related discipline applicable to the employee's classification that is acceptable to the Board and acceptable, as applicable, to SIAST or to the University of Regina or to the University of Saskatchewan.
3) An existing employee who successfully completes one year of postsecondary education in a related discipline applicable to the employee's classification that is acceptable to the Board and acceptable, as applicable, to SIAST or to the University of Regina or to the University of Saskatchewan will be advanced one step of the applicable grid from the first of the month following the month in which the employee provides proof of the successful completion of one year of post-secondary education.
4) The transportation technician will be able to bank time in lieu with approval from his direct supervisor and will not have the ability to claim overtime on any hours over forty (40) hours per week.

SCHEDULE "B"

Rates of Compensation

SCHOOL BUS DRIVER

	+4.1%	**+2.2%**	**+2.2%**
	September 1, 2022	**September 1, 2023**	**September 1, 2024**
Per Day	$76.14	$77.82	$79.53
Per Kilometer	$0.17	$0.17	$0.17
Plug-ins per year	$297.37	$303.91	$310.60
(paid monthly)	$29.74	$30.39	$31.06
Meal Allowance per day	$31.09	$31.77	$32.47
(with receipts where possible)			
Authorized Extra Trips			
Per hr up to 8 hrs	$19.84	$20.28	$20.73
Per hr after 8 hrs	$29.77	$30.42	$31.09
Authorized Wash Time			
Allowance	$393.34	$401.99	$410.83
(paid monthly)	$39.33	$40.20	$41.08

SIGNING PAGE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2023.

EXECUTED ON BEHALF OF:

THE BOARD OF EDUCATION OF THE SOUTH EAST CORNERSTONE PUBLIC SCHOOL DIVISION NO. 209 OF SASKATCHEWAN

Connie Barnard
Manager of Human Resources

Marilyn Yurkiw
Manager of Finance & Payroll

Keith Keating
Director of Education

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4869

Jeannie Taylor
Union Local 4869 President

Faith King-Bachman
Union Representative

Doreen Demchuk
Union Representative

Donna Dukart
Union Representative

Brenda Beaver
Union Representative

Dyon Stadnick
Union Representative

Don Moran
National Servicing Representative

LETTER OF UNDERSTANDING #1

BETWEEN

THE BOARD OF EDUCATION
OF THE SOUTH EAST CORNERSTONE PUBLIC SCHOOL DIVISION
NO. 209 OF SASKATCHEWAN
(Hereinafter referred to as the "Board")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4869
(Hereinafter referred to as the "Union")

SUPPLEMENTAL UNEMPLOYMENT BENEFITS PLAN LEAVE FOR MATERNITY LEAVE FOR EMPLOYEES OF FORMER MOOSOMIN SCHOOL DIVISION

The Board of Education has approved a Supplemental Unemployment Benefits Plan for Maternity Leave equivalent to the Supplemental Unemployment Benefits Plan in **the** September 1, 2004 – August 31, 2007 Teachers' Provincial Collective Bargaining Agreement. In order to receive benefits, the applicant shall apply to the Board of Education and must meet the same conditions of qualification as specified in **the** September 1, 2004 – August 31, 2007 Teachers' Provincial Collective Bargaining Agreement.

The above provision shall only apply to the following employees: Carmela Dodd, Deb Driver, Jennifer Ireland, Robin Jones, Debbie Logan, Debbie Mavin, Terri Paskell, Linda Roberts, **and** Erin Skulmoski.

Signed this ___ day of _____, 20**23**.

CUPE Local 4869 South East Cornerstone Public School Division

_____ _____

_____ _____

_____ _____

_____

LETTER OF UNDERSTANDING #2

BETWEEN

THE BOARD OF EDUCATION
OF THE SOUTH EAST CORNERSTONE PUBLIC SCHOOL DIVISION
NO. 209 OF SASKATCHEWAN
(Hereinafter referred to as the "Board")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4869
(Hereinafter referred to as the "Union")

ALLOWANCE FOR EXTRA CLEANING FOR SCHOOL EVENTS

The parties hereby agree to the following:

The Employer and the Union agree to have further discussion regarding the procedures for cleaning for non-school events. This will include the exploration of a "fee for service" option regarding AP# 548 – *Community Use of School Facilities.*

Signed this ___ day of _____, 20**23**.

CUPE Local 4869	South East Cornerstone Public School Division
_____	_____
_____	_____
_____	_____
_____	
_____	
_____	
_____	