COLLECTIVE BARGAINING AGREEMENT

Between

THE BOARD OF EDUCATION OF THE
SUN WEST SCHOOL DIVISION NO. 207
OF SASKATCHEWAN

SUN WEST
SCHOOL DIVISION

and

THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 4802

CUPE | Canadian Union of Public Employees

September 1, **2024**, to August 31, **2028**

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THIS AGREEMENT MADE THIS ____DAY OF_____,202**5**

BETWEEN:

THE BOARD OF EDUCATION OF THE SUN WEST SCHOOL DIVISION NO. 207 OF SASKATCHEWAN

Hereinafter referred to as the "Board"

OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 4802

Hereinafter referred to as the "Union"

OF THE SECOND PART

PREAMBLE

It is the desire of both parties to this Agreement:

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

b) To recognize the mutual value of joint discussions and negotiations and to identify the mutually agreed upon rates of compensation and working conditions;

c) To encourage efficiency of operation and to promote the morale, well-being, and security of all the employees in the bargaining unit of the Union; and

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

The parties of this Agreement enter into, establish, and agree to the following terms:

ARTICLE 1 - TERM OF AGREEMENT

1.01 Duration

a) This Agreement shall be effective from September 1, **2024** and shall remain in force up to and including August 31, **2028**, and from year to year thereafter unless written notice is given pursuant to Article 1.02 - Written Notice.

b) This agreement provides for its continuation during any negotiating period and all terms and conditions shall apply, unless otherwise contained, retroactive to the date of signing.

1.02 Written Notice

Either party may, not less than sixty (60) days nor more than one hundred and twenty (120) days before the expiry date hereof, give notice in writing to the other party to negotiate a revision thereof.

ARTICLE 2 - DEFINITIONS

2.01 Definitions

a) Permanent Employee

"Permanent Employee" is one who is hired for a permanent position and has successfully completed the probation period.

b) Temporary Employee

'Temporary Employee" is one who is hired to replace an employee who is absent or to fill an interim position of three (3) months or more but not more than twenty-four (24) months.

c) Casual Employee

A Casual Employee is one who is hired for a period of less than three (3) months or one who is not scheduled to work on a regular and recurring basis.

Casual employees shall only have access to the following articles of the collective agreement:

Article 1 - Term of Agreement
Article 2 - Definitions
Article 3 - Union Scope and Recognition
Article 4.03 - Casual Employees
Article 4.05 - Shift Differential
Article 5 - Hours of Work
Article 9.01 - Pension Plan
Article 20 - Bus Drivers
Article 22.01 - Reporting Workplace Injuries
Article 23 - Duty to Accommodate

Article 24 - Health and Safety
Article 25 - No Discrimination and Harassment
Article 27 - Access to Personnel File
Article 30 - Grievance Procedure and Arbitration
Schedule 'A'

d) Academic Year

Academic year is defined as the portion of the school year commencing on the first school day and ending on the last school day of that school year as determined by the Board.

e) Fiscal Year

Fiscal year is defined as the period commencing on September 1st in one calendar year and ending on August 31st in the next calendar year.

ARTICLE 3 - UNION SCOPE AND RECOGNITION

3.01 Scope

This Agreement shall apply to the following employees of the Sun West School Division #207 of Saskatchewan:

a) Bus Drivers, Caretakers, Educational Assistants, Head Caretakers, School Administrative Assistants, School Librarians, Maintenance Assistants, **Maintenance Worker,** Maintenance Coordinators, Journeyperson Electrician, Journeyperson Plumber, **Journeyperson HVAC Technician,** Journeyperson Mechanics, Mechanic's Assistant, Mechanic Apprentice, Mechanic Non-Journeyman, IT Technicians, **and** Network Analyst Assistant.

3.02 The exclusion of any position from this Agreement shall be a matter of negotiation between the Union and the Employer. Where no agreement can be reached, the Employer or the Union may submit the matter to the Labour Relations Board.

3.03 The words "Employee" or "Employees" where hereinafter used shall mean any person covered by this Agreement.

3.04 Union Recognition

a) Union Security

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within **thirty (**30**)** days after the commencement of employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of employment, provided that any employee in the appropriate

bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

b) Dues Check-Off

i. The Board agrees, upon receipt of written authorization of the employee, to deduct Union dues from the pay of employees each payday. The total sum deducted to be remitted to the Secretary-Treasurer of the Union not later than the fifteenth (15^{th}) day of the following month, accompanied with a list of names of all employees for whom such deductions have been made. In addition, the Board shall provide information, on request by the Union, to ensure the accuracy of the deductions made and to satisfy reporting requirements as determined by the Minister of Labour.

ii. The Board agrees to record all Union dues paid by an employee in the previous year on the employee's income tax (T4) slip.

iii. The Union will notify Human Resources of the names of the Officers and Shop Stewards.

3.05 Bulletin Boards & Email

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

Prior to any correspondence to CUPE members as a group using the division's email system, the email shall be reviewed and pre-approved by Human Resources.

3.06 Liaison Committee

a) The Liaison Committee shall consist of Union and Employer representatives, and the Liaison Committee will establish mutually agreed to ground rules.

b) The Liaison Committee shall meet at least once a year with the objectives of achieving an improved employee and Employer relationship and a more effective and efficient work environment.

c) The Liaison Committee shall not have jurisdiction over wages or any matter of collective bargaining. The **C**ommittee shall not supersede the activities of any committee of the Union or the Employer. The **C**ommittee shall have the power to make recommendations to the Union and the Employer.

d) Union representatives on the Liaison Committee shall not lose regular pay and benefits for time spent in meetings of the **C**ommittee.

3.07 Job Security

a) Before any work of the bargaining unit is contracted out, the Employer will discuss its intentions with the Union. In such discussions, the Employer will disclose its reasons for considering contracting out work and give the Union an opportunity to suggest ways in which the Employer's identified concerns may be resolved without contracting out.

b) Employees covered by this Agreement shall not suffer a reduction in pay as a result of the Employer contracting out work. Both parties acknowledge that this Article does not have application to those situations where parents transport children to school or to a bus route.

ARTICLE 4 - PAYMENT OF WAGES AND ALLOWANCES

4.01 Paydays

a) The Employer shall pay wages and allowances for the hours worked from the first (1st) to the fifteenth (15th) of each month electronically on or before the twenty-first (21st) day of each month in accordance with Schedule 'A'.

b) The Employer shall pay wages and allowances for the hours worked from the sixteenth (16th) to the thirty-first (31st) of each month electronically on or before the sixth (6th) day of the month following in accordance with Schedule 'A'.

c) On each payday, each employee shall be provided with an itemized statement of wages and other supplementary pay and deductions.

d) An advance payment will be issued to academic year employees on or before the sixth (6th) day of September, based on a percentage calculated on earnings for the applicable period in August, inclusive of all mandatory and voluntary deductions. The hours worked in August must be submitted on the timesheet by August 31st.

4.02 Part-time Employees

Subject to eligibility, permanent part-time employees shall receive the wage rates and conditions of employment specified in this Agreement on a pro-rata basis according to their hours of work.

4.03 Casual Employees

a) The Employer shall pay wages and allowances for the hours worked from the first (1st) to the fifteenth (15th) electronically on or before the twenty-first (21st) day of each month.

b) The Employer shall pay wages and allowances for the hours worked

from the sixteenth (16th) to the thirty-first (31st) electronically on or before the sixth (6th) day of the month following.

c) Permanent employees on layoff will receive payment for casual work with the casual payroll as indicated above. Permanent employees on layoff shall be eligible to receive their regular rate of pay when working in their classification.

4.04 Increments

a) Increment increases in accordance with Schedule 'A' shall be effective the first of the month following the anniversary of the employee's date of hire.

b) Service for the purpose of earning annual increments means actual time spent at work together with absences from work including periods of layoff; approved leave of absence without pay of less than thirty (30) days; leave of absence due to illness or disability; and maternity, parental, and adoption leave without pay. Actual time spent at work will not be pro-rated for less than full-time employees.

c) Employees who have successfully completed their probationary period will be entitled to receive annual increments.

d) Employees who change classifications will be eligible for increment increases based on the service in the new classification. Employees with **experience** in the new classification may be eligible for increment increases **depending on the previous experience relating to the new position**.

e) Head Caretakers who successfully bid a Caretaker position will be recognized for service for the purposes of increments in the Caretaker classification for experience accumulated in the Head Caretaker classification.

4.05 Shift Differential

a) Effective date of signing, a shift differential in the amount of one dollar ($1.00) per hour shall be paid to Caretakers, for all hours worked between the hours of 6:00 p.m. and 6:00 a.m., as required by the Employer in writing.

b) Shift differential shall not be part of regular wage rates or be used in calculating overtime rates, nor shall it be paid for any hours for which overtime rates are being paid.

c) Shift differential shall not be paid when an employee requests to work hours between 6:00 p.m. and 6:00 a.m. and such request is approved by the Employer in writing.

4.06 Temporary Pay for Work in a Higher/Lower Classification

When an employee is assigned by the Employer to perform the duties of another position temporarily, the employee shall be paid as follows:

a) If the temporary work is of a higher classification, the employee shall be paid at the step in the higher classification that is next highest to the employee's regular rate of pay. The employee shall be paid for the time the employee performs the temporary duties.

b) If the temporary work is of a lower classification, and the temporary assignment is not voluntary action taken by the employee or as a result of disciplinary action taken by the Employer, the employee's regular rate of pay shall be maintained.

ARTICLE 5 - HOURS OF WORK

The following provisions shall apply to all classifications except Bus Driver:

5.01 General

a) Hours of Work

The normal daily and weekly hours of work shall be a maximum of eight (8) hours per day or forty (40) hours per week.

b) Scheduling

The scheduling of the hours of work is the responsibility of the Employer, subject to Article 5.01 a) - Hours of Work. However, the Employer agrees to consult with the employee, with a viewpoint of trying to arrive at a mutually acceptable schedule of hours.

5.02 Paid Rest Periods

The principal/supervisor shall provide rest breaks of fifteen (15) minutes for all employees scheduled during the first and second half of the workday and, whenever possible, they will be scheduled as fifteen (15) consecutive minutes.

5.03 Assignment of Additional Work

Relief assignments and extra hours of work shall be offered to permanent part-time and laid-off employees within an attendance area provided the hours do not conflict with an employee's permanent schedule. The assignment shall be offered, by seniority, to employees who express interest in writing to the immediate supervisor in accepting additional hours and who possess the required qualifications and ability.

5.04 School Break Hours for Twelve (12) Month Employees - Caretakers, Mechanics, Maintenance Coordinators, and IT Technicians

a) Caretakers, Mechanics, Maintenance Coordinators, or IT Technicians may make arrangements with their immediate supervisor for extended hours during school breaks provided that the average of all hours worked does not exceed forty (40) hours per week.

b) All authorized time worked in the averaging period beyond forty (40) hours per week or thirty-two (32) hours in the week in which a public

holiday is observed, shall be considered as overtime, and will be compensated in accordance with Article 6.02 - Compensation for Overtime.

c) Where an employee is not required to work on the public holiday, the employee will be entitled to pay for the holiday, in accordance with Article 7 - Public Holidays, to a maximum of eight (8) hours.

d) The immediate supervisor shall authorize after consulting with Human Resources subject to operational requirements.

ARTICLE 6 - OVERTIME

6.01 Overtime

All authorized time worked beyond eight (8) hours per day or forty (40) hours per week shall be considered as overtime. Overtime must be pre-approved by the immediate supervisor after consulting with Human Resources.

6.02 Compensation for Overtime

a) Overtime will be paid at the rate of one and one-half times (1 ½ **X**) the employee's regular rate of pay.

b) Time in Lieu of Overtime Pay

i. Employees may choose to bank time off in lieu of overtime pay at a rate of one and one-half (1 ½) hours for every hour worked to a maximum of three (3) days per fiscal year. The employee's selection of pay or time in lieu shall be made in advance of any overtime being worked.

ii. Employees shall not be permitted to carry days over to the following year and will be paid out for any unused time in lieu no later than September 30th.

iii. Time off in lieu shall be taken with the approval of the immediate supervisor subject to operational requirements.

iv. Time off in lieu shall be banked and taken on a pro-rated basis subject to the employee's scheduled hours of work.

6.03 Call-Out Pay

a) Overtime on call-out shall mean time during which an employee is called back to work after leaving the place of employment and after completing the normal daily or weekly hours. Payment for overtime on call-out shall be a minimum of two (2) hours at one and one-half times (1 ½ **X**) the employee's regular rate of pay. All callouts must receive prior authorization from the immediate supervisor.

b) This Article does not apply in the case of pre-arranged, mutually agreed substitutions of hours or scheduled overtime.

ARTICLE 7 - PUBLIC HOLIDAYS

7.01 Paid Holidays

a) All twelve (12) month employees shall receive the following holidays with pay, pro-rated in relation to hours worked in the previous four (4) week period:

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 other statutory holidays proclaimed by the provincial government.

Additional federally proclaimed statutory holidays will be subject to negotiation.

b) All ten (10) month employees shall receive the following holidays with pay, pro-rated in relation to hours worked in the previous four (4) week period:

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 other statutory holidays proclaimed by the provincial government.

Additional federally proclaimed statutory holidays will be subject to negotiation.

7.02 Paid Holiday During Vacation

If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed an additional vacation day with pay at a time mutually agreed to between the Employer and the employee.

7.03 Compensation for Holidays Falling on Saturday or Sunday

When a paid holiday falls on a Saturday or Sunday and an employee is not scheduled to work, the employee shall be granted an additional day off as scheduled by the Employer.

7.04 Pay for Work on Scheduled Holiday

Employees who are required to work on a paid holiday shall receive holiday pay in accordance with Article 7.01 - Paid Holidays, plus one and one-half times (1 ½ **X**) the employee's regular rate of pay for all hours worked.

ARTICLE 8 - VACATION

8.01 Vacation Entitlement

The Employer recognizes the following as the annual vacation entitlement:

a) At commencement of employment, and up to and including seven (7) years of continuous employment, 3/52nds of earnings;

b) At commencement of eight (8) years of continuous employment and up to and including fourteen (14) years of continuous employment, 4/52nds of earnings;

c) At commencement of fifteen (15) years of continuous employment and up to and including twenty-one (21) years of continuous employment, 5/52nds of earnings;

d) At commencement of twenty-two (22) years of continuous employment and every year thereafter, 6/52nds of earnings.

8.02 Vacation Pay for 10-month Employees

Vacation pay will be calculated monthly and paid on each cheque to all employees who normally work on the basis of the academic year in accordance with Article 8.01 "Vacation Entitlement".

8.03 Scheduling of Vacation Period

School-based employees shall take their annual vacation during the months of July and August, except where otherwise mutually agreed.

8.04 Carry-Over of Vacation for 12-month Employees

Employees may be allowed a carryover of a maximum of ten (10) days upon written approval of the direct supervisor.

ARTICLE 9 - BENEFITS

9.01 Pension Plan

In addition to the Canada Pension Plan, every eligible employee shall join the plan under *The Municipal Employees' Pension Act.* The Employer and the employee shall participate and make contributions in accordance with the provisions of the Act.

9.02 Employee Benefit Plan

a) All eligible employees shall participate in the benefits plan. The Employer agrees to share the costs associated with implementing the Saskatchewan School Boards Association Group Benefit Plan to provide:

Group Life Insurance - Plan B
Accidental Death and Dismemberment - Plan
Long Term Disability - Plan D
Extended Health Care - Plan B
Dental Care - Plan C
Vision Care - Plan B

The premium cost shall be paid **seventy-five percent (**75%**)** by the Employer, **twenty-five percent (**25%**)** by the employee.

b) The Employer agrees to purchase an Employee Family Assistance Plan at Employer expense.

ARTICLE 10 - SICK LEAVE

10.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, attending personal medical appointments, exposed to contagious disease, or because of an accident for which compensation is not payable under *The Workers' Compensation Act* or *The Automobile Accident Insurance Act.*

Employees in receipt of sick leave benefits, who are also in receipt of wage replacement under *The Automobile Accident Insurance Act,* shall report such payments to the Employer and shall reimburse the Employer for any paid sick leave applying to the same period. The employee's sick leave credits, to the value of the reimbursement, shall be reinstated accordingly.

10.02 Sick Leave Accrual

All employees shall earn sick leave credits equivalent to one and one half (1 ½) days of the employee's regularly scheduled hours for each month of employment. Sick leave will be prorated for employees working less than a full month. Employees who work an academic year will not earn sick leave credits for the months of July and August.

Sick leave credits are not lost and do not accrue during Employer-approved leaves without pay.

10.03 Maximum Accumulation Sick Leave

The unused portion of an employee's sick leave shall accrue for the employee's future credits, up to a maximum of one hundred and eighty (180) working days.

180 x Employee's average daily hours = Maximum Accumulation

10.04 Scheduling of Medical Appointments

Employees shall endeavour to schedule personal medical appointments outside of the scheduled hours of work whenever possible. The employer

may request verification of time and location of appointment.

10.05 Proof of Illness

The Employer reserves the right to request confirmation of illness from a duly qualified medical practitioner **after five (5) consecutive days or** where reasonable cause exists.

10.06 Access to Sick Leave

An employee's absence due to illness shall be deducted from:

a) The current year sick leave entitlement earned to date; or

b) Where the current year entitlement has been exhausted or is not sufficient, the employee's accumulated sick leave.

10.07 Unused Sick Leave

On September 1st of each year, the Employer shall credit each employee with the unused portion of the employee's entitlement to a maximum of one hundred eighty (180) working days.

10.08 Sick Leave Records

The Employer shall keep a sick leave record and information with respect to accumulative sick leave credits shall be provided to each employee annually.

ARTICLE 11 - MATERNITY, PARENTAL, AND ADOPTION LEAVE AND SUPPLEMENTAL EMPLOYMENT BENEFIT (SEB)

11.01 Leave to Attend Birth or Adoption

An employee shall be granted leave with pay for up to two (2) working days to attend to the birth or adoption of their own child and/or the transfer home of the child.

11.02 Maternity, Parental, and Adoption Leave

a) Maternity, parental, and adoption leave will be provided in accordance with *The Saskatchewan Employment Act* and all other applicable legislation and regulations.

b) General Provisions for Maternity, Parental, and Adoption Leave

i. For purposes of eligibility, lay-offs during the months of July and August of ten (10) month employees shall not be considered service or as a break in service.

ii. While on maternity, parental, or adoption leave, an employee shall accrue service for purposes of vacation entitlements, but no vacation credits will accumulate during the leave.

iii. While on maternity, parental, or adoption leave, sick leave benefits

shall not accumulate.

iv. Subject to the qualifying provisions of the pension plan, an employee on leave under this Article may elect to maintain pension contributions for the period in which they normally would have been employed, by paying both the employee's and the Employer's share of the contributions.

v. Further extensions may be granted by mutual agreement of the Employer and the employee under Article 15.04 - General Leave.

vi. Notice of intention to return to work or a request for change in the length of the maternity, parental, or adoption leave shall be forwarded to Human Resources, in writing, at least four (4) weeks prior to the expiration of such leave.

vii. On return from maternity, parental, or adoption leave, an employee shall, if possible, be placed in the employee's former position at the current rate of pay, or in a comparable position with no reduction in wages.

11.03 Supplemental Employment Benefits (SEB)

a) Preamble

In recognition that there will be a physical and/or mental health-related portion of any maternity leave during which a woman will be medically unfit for duty as an employee for health-related reasons due to pregnancy, delivery, or post-delivery, benefits for this period will be paid under the provisions of a "Supplemental Employment Benefits Plan" (SEB Plan) designed by the Employer.

b) Entitlement

An employee shall be eligible for SEB Plan benefits if she is:

i. On maternity leave. Notwithstanding this requirement, should the employee be medically unfit for duty as an employee for health-related reasons due to pregnancy, delivery, or post-delivery at the expiration of her maternity leave, she shall be deemed, for the purposes of this Article only, to be on maternity leave until the earliest of her recovery, the expiration of her Employment Insurance benefits and her having received maximum SEB Plan benefits in accordance with this Article.

ii. Medically unfit for duty as an employee for health-related reasons due to pregnancy, delivery, or post-delivery;

iii. A permanent employee and has been employed a minimum of six (6) months prior to the start date of the requested leave; and

iv. In receipt of Employment Insurance benefits or serving the applicable waiting period.

c) Every employee who is eligible for SEB Plan benefits in accordance with Article 11.03 b) "Entitlement" shall be entitled to such benefits for a presumptive period of nine (9) weeks commencing the date of delivery without being required to provide medical evidence.

d) Every employee who is eligible for SEB Plan benefits in accordance with Article 11.03 b) - Entitlement, and who is medically unfit for duty as an employee for health-related reasons due to pregnancy, delivery, or post-delivery prior to and/or following the presumptive period established in Article 11.03 c), shall submit medical evidence to the Employer. The period of claim shall include all periods of time during which the employee meets the criteria of Article 11.03 b) - Entitlement.

e) Maximum Eligible Period

The maximum time to be used in determination of benefit periods shall be a total of seventeen (17) weeks.

f) Administration of SEB Plan

i. An employee shall apply to the Employer for SEB Plan benefits using forms as established by the parties. The application and its administration by the Employer shall occur according to the following guidelines:

a. The employee shall make application for benefits under Article 11.03 b) - Entitlement no later than one hundred and twenty (120) days following the birth of her child.

b. The employee shall make application for benefits under Article 11.03 c) and shall submit the required medical forms no later than thirty (30) days beyond the last day the employee is medically unfit for duty as an employee for health-related reasons due to pregnancy, delivery, or post-delivery.

g) Calculation and Payment of Benefits

i. For the period of eligibility as determined in Article 11.03 b) - Entitlement, the Employer shall pay to the employee the amount required on a weekly basis to supplement the employee's Employment Insurance benefit to ninety-five percent (95 %) of earnings at the regularly scheduled hours and the employee's hourly rate of pay.

ii. The employee's weekly entitlement shall be calculated as follows:

Hourly Rate of Pay
x Regularly scheduled hours of work/week
= Earnings/week

iii. Benefit payments under the provisions of this Article shall be subject to the usual deductions as if the employee was actively working and as required by the respective benefit plan sponsors.

ARTICLE 12 - COMPASSIONATE LEAVE

12.01 Compassionate Leave

a) An employee shall be granted leave with pay for a period up to five (5) working days to attend to a death in the immediate family.

b) An employee shall be granted leave with pay for a period of up to five (5) working days to attend to critical illness in the immediate family.

c) For the purposes of this Article, immediate family is defined as: fiancee or spouse, father, mother, brother, sister, brother-in-law, sister-in-law, grandparent, child, or grandchild of employee or employee's spouse.

d) The Employer at its discretion may grant compassionate leave with or without pay in excess of five (5) days in instances other than immediate family.

e) An employee shall be granted up to one (1) working day with pay to participate in a funeral service in an official capacity.

f) An employee shall be granted up to one (1) working day with pay to attend the funeral of an uncle, aunt, niece, or nephew.

12.02 Compassionate Care Family Leave

Employees shall be entitled to Compassionate Care Family Leave without pay in accordance with *The Employment Insurance Act.*

ARTICLE 13 - DUTY OF CARE

a) Employees with sufficient accumulated sick leave available to them shall be granted leave with pay up to a maximum of seven (7) days per fiscal year to provide for the medical care of individuals for whom the employee has a duty of care.

b) Such leave shall be deducted from the employee's accumulated sick leave.

ARTICLE 14 - EARNED LEAVE (Extra-curricular and Noon Supervision)

14.01 Extra-Curricular Leave

a) Extra-curricular activities are considered to be those that are beyond the required hours of employment, voluntary, and include the direct involvement of students.

b) Eligible extra-curricular activities will be those included in Administrative Procedures 415 - Appendix A - Approved Extra-Curricular Activities.

c) To recognize the commitment of employees to extra-curricular programs and the students involved in them; employees may earn up to (sixteen) 16 hours of Earned Extra-Curricular Leave per school year for extra-curricular activities.

Earned leave for extra-curricular activities shall be awarded as follows:

- **Thirty (30)** hours = **Four (**4**)** hours of Earned Extra-curricular Leave
- **Sixty (**60**)** hours = **Eight (**8**)** hours of Earned Extra-curricular Leave
- **Ninety (90)** hours = **Twelve (**12**)** hours of Earned Extra-curricular Leave
- **One hundred twenty (**120**)** hours = **Sixteen (**16**)** hours of Earned Extra-curricular Leave

d) Hours may be accumulated over two (2) years until an increment of four (4) hours of earned leave is earned. An earned maximum of sixteen (16) hours of earned leave shall be recognized in any school year. Extra-curricular hours above the maximum accumulation of one hundred twenty (120) hours shall not carry forward to the following school year.

e) The documentation of the accumulation of extra-curricular hours shall be submitted by the principal to the division office no later than June 30th. Earned extra-curricular leave may be accessed once the earned hours of leave have been credited.

f) Hours can be claimed with the following considerations:

i. To a maximum of six (6) hours/day on a school day Monday to Thursday.

ii. To a maximum of twelve (12) hours/day on a Friday, Saturday, or Sunday.

g) Extra-curricular leave to a maximum of sixteen (16) hours of earned leave may be carried over to the following year.

h) By June 30th a permanent employee may choose to be paid for earned extra-curricular. leave at the employee's regular rate of pay. In order to be paid, hours earned must meet the thresholds in Article

14.01 c) above. Lesser amounts will not be paid. Payment for extra-curricular leave shall be made by July 31st.

i) Employees who will not be employed during the following school year, shall have the earned extra-curricular leave hours that were credited in accordance with 14.01 c), or portion thereof, paid out at the rates established above.

14.02 Noon Supervision Leave

a) When an employee provides noon supervision, that is voluntary and that is not part of the assigned duties as an Educational Assistant, the employee may earn up to a maximum of **eighteen (**18**)** hours of Earned Noon Supervision Leave per school year.

b) Earned noon supervision leave shall be awarded as follows:

- **Fifteen (**15**)** hours noon supervision = **Six (**6**)** hours Earned Noon Supervision Leave
- **Thirty (**30**)** hours noon supervision = **Twelve (**12**)** hours Earned Noon Supervision Leave
- **Forty-five (**45**)** hours noon supervision = **Eighteen (**18**)** hours Earned Noon Supervision Leave

c) Hours earned beyond forty-five (45) hours, or hours that do not meet the threshold for Earned Noon Supervision Leave as outlined in 14.02 b) above, shall be paid at the rate of **minimum wage plus two dollars ($2.00)** for each hour of noon supervision.

d) Earned leave for noon supervision will be credited to employees based on the commitment to noon supervision and as documented on the Noon Supervision Schedule submitted by the principal to the division office.

e) The final documentation of the accumulation of noon supervision hours shall be submitted by the principal to the division office no later than June 30th. Earned leave for noon supervision may be adjusted as necessary if hours of noon supervision completed vary from the Noon Supervision Schedule submitted at the commencement of the school year.

f) By June 30th, an employee may choose to be paid for the hours of Earned Noon Supervision Leave (or portion thereof) at the rate of **minimum wage plus two dollars ($2.00)** for each hour of noon supervision completed. Payment for noon hour supervision shall be made by July 31**st**.

g) Earned Noon Supervision Leave Hours may be carried over to the following year, to a maximum of twelve (12) hours. Earned Noon Supervision Leave Hours above the maximum will be paid out at the rate of **minimum wage plus two dollars ($2.00)** per hour.

14.03 Access to Earned Days Off

a) When an employee requests to access Earned Leave (noon supervision or extra- curricular), it shall be scheduled in consultation with the principal.

b) A maximum of five (5) earned days of leave, at the employee's regularly scheduled hours, may be used in any school year. These may be any combination of Earned Leave for noon supervision, extra-curricular supervision, and/or days carried over from the preceding year.

ARTICLE 15 - OTHER LEAVES

15.01 Negotiation Leave

a) The Union shall give advance notice to the Employer as to the members of its bargaining committee or any changes made thereto.

b) Should negotiation sessions between the Employer and the Union be held at a time when a Union representative is scheduled to work, the Employer shall approve a leave of absence without loss of pay or benefits for a maximum of seven (7) members of the Union's bargaining committee for the time spent in negotiations.

c) The Union and the Employer shall equally share any additional costs associated with negotiations such as room rental and meals.

15.02 Union Leave

a) When a Union representative is requested by the Employer to attend a meeting scheduled during a time the representative is scheduled to work, the employee shall suffer no loss of pay or benefits. The Union will not be expected to reimburse the Employer for the associated substitute cost to replace the Union representative.

b) Employees elected or selected to represent the Union at conventions or educational workshops shall be allowed a leave of absence without loss of pay or benefits. The Union shall reimburse the Employer for all pay and benefits during the period of absence. Application shall be made to the Human Resources Manager and leave shall be granted subject to the following conditions:

i. Up to four (4) employees shall be allowed to access this leave at any one time. Additional employees may be allowed to access this leave based on the operational needs of the Employer.

A maximum of five (5) consecutive days may be taken at any one time.

ii. A maximum of fifteen (15) days per annum shall be allowed per union member.

iii. An employee requesting such leave of absence shall provide the Employer with fourteen (14) calendar days' notice before taking such leave.

c) An employee who is elected or selected for a position with the Union or anybody to which it is affiliated shall be granted leave of absence without pay and without loss of seniority for a period of up to one (1) year. An additional leave of absence without pay and without loss of seniority, may be granted for up to one (1) year within a three (3) year time period commencing at the start of the initial leave based on the operational needs of the Employer. An employee requesting such leave of absence shall provide the Employer with four (4) weeks' notice before taking such leave.

d) The Employer will send an invoice to the Union at least twice per year for reimbursement of Union leaves. The Union will submit information to the Employer including the date of the meeting and the period of leave as prepared or at least twice per year.

15.03 Emergency Leave

a) Leave may be granted to the employee by the immediate supervisor for emergency purposes only and for a period not exceeding one (1) day per occasion.

b) A written request must later be submitted to Human Resources to determine if the leave will be with or without pay.

15.04 General Leave

General leave without pay may be granted at the discretion of the Employer. If the leave is not granted, a reason will be provided to the employee.

15.05 Graduation Leave

An employee shall be granted leave with pay for one (1) working day for attendance at a secondary or post-secondary graduation for self, spouse, or dependent when the graduation or convocation is scheduled on a day that the employee is scheduled to work.

15.06 Inclement Weather Leave

An employee may be granted leave with or without pay for absences from work for events considered Acts of God (disaster, fire, flood, snowstorm).

15.07 Jury or Witness Leave

An employee shall be allowed leave of absence without loss of salary, benefits, or seniority when subpoenaed to appear as a witness in a court case or to serve as a member of a jury. Any remuneration awarded by the **c**ourt above actual expenses shall be repaid to the Employer up to the

maximum of salary involved for the period of absence.

15.08 Public Duty Leave

Employees shall be entitled to Public Duty Leave without pay in accordance with *The Saskatchewan Employment Act.*

15.09 Intimate Partner/Inter-Personal Violence Leave

Interpersonal violence leave will be provided in accordance with *The Saskatchewan Employment Act.* Employees may access up to five (5) days of paid leave, accessing the employee's accumulated sick leave balance, and up to five (5) days of unpaid leave. Additional leave may be provided. Employees may contact Human Resources for further support.

ARTICLE 16 - PROFESSIONAL DEVELOPMENT

16.01 Division Initiated

Where an employee is required by the Employer or by legal requirement to take any course or workshop, the employee shall not have any loss of pay, and where the course or workshop is on a day not normally worked by the employee, the employee shall be paid the employee's regular or average day's pay. The employee will be paid for any travel time where the total hours exceed that employee's regular workday. The Employer shall pay all costs of instruction and instructional materials. Employees who incur costs for travel related to attending a workshop or course shall be compensated for the actual cost of eligible expenses to a maximum of the Employer established rate. Receipts must be attached, and eligible travel costs shall be limited to kilometrage or other travel, accommodations, meals, and parking fees. If otherwise eligible expenses are provided as part of the course or workshop, the foregoing shall not apply.

16.02 Employee Initiated

Where an employee requests attendance at any course or workshop, the Employer may grant leave for such purpose. The employee shall not have any loss of pay, and the Employer shall pay all costs of instruction and instructional materials or a portion thereof. The Employer may also grant additional expenses incurred by the employee.

16.03 Credit Classes

Employees may make application for support for tuition for credit classes in areas related to the needs of the school division. Upon prior approval by the Employer, as well as upon proof of payment and of successful completion of the class by September 1st, the employee will be reimbursed for tuition, instructional materials, and fees, or for a portion thereof for credit classes completed within the past twelve (12) months.

ARTICLE 17 - SENIORITY

17.01 Definition

a) Seniority is defined as the length of continuous service in the bargaining unit by permanent employees and shall include service with the Employer and legacy school divisions of Sun West School Division. Seniority shall operate on a bargaining-unit-wide basis.

b) Should a temporary employee subsequently be hired as a permanent employee, seniority shall include all time served in temporary positions provided that there has been no break in service of sixty (60) calendar days or greater in duration. Probation in accordance with Article 18.05 - Probation shall apply.

c) Scheduled school breaks shall not constitute a break in service for academic year employees.

d) When two (2) or more employees share the same starting date of employment, they shall be ranked on the seniority list alphabetically by last name. Should employees have the same last name, they shall be ranked on the seniority list alphabetically by first name.

17.02 Seniority List

The Employer shall provide a copy to the Union of the seniority list with an effective date of December 31st on or before February 28th of each year. Upon proof of error, the Employer will immediately revise the seniority list and forward a copy to the Union.

The Employer will forward a copy of the Seniority List to be posted on the CUPE bulletin boards in all workplaces.

17.03 Loss of Seniority

An employee shall not lose seniority rights if absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose seniority in the event the employee:

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

b) submits a resignation in writing;

c) retires;

d) fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause, or unless employees who work on the basis of the academic year refuse short-term employment during school vacation periods. It shall be the responsibility of the employee to provide a current address to the Human Resources Manager or designate; or

e) is laid off for a period longer than eighteen (18) months.

ARTICLE 18 - VACANCIES AND NEW POSITIONS

18.01 Job Postings

When a vacancy in a permanent position or a newly created position, or a temporary position of a duration of three (3) months or more is to be filled, the Employer shall post the notice in the school division office, the bus garages, the Employer web site, and at each school served by the bargaining unit for a minimum of one (1) week so that employees have the opportunity to make application. At the same time these positions are posted internally, they may also be advertised publicly. A copy of the posting shall be forwarded to the Union President, Vice Presidents, and to employees on layoff.

18.02 Information in Postings

Such posting notice shall contain the following information: nature of position; location; necessary qualifications and ability; and rate of pay or range.

18.03 Appointment

Vacancies will be filled on the basis of the skill, ability, demonstrated efficiency, and qualifications of the applicants. Where **multiple applicants possess the required qualifications and abilities**, the Employer will select the applicant with the greatest seniority.

Where an appointment requires specialized qualifications and experience, and where one applicant is demonstrably more specialized than those with seniority, the former applicant may be appointed. Where such an applicant is appointed, the Employer shall forward to the Union the name of the successful applicant and the rationale for the appointment.

18.04 Temporary Appointments

a) Temporary appointments shall be made on the same basis as permanent appointments.

b) Permanent employees appointed to temporary positions shall be returned to their former positions upon the termination of the temporary appointment. Subsequent temporary vacancies created by the appointment of a permanent appointment to fill a temporary position shall not be subject to Article 18.01 - Job Postings.

c) Upon expiration of the temporary period of employment, no notice of termination shall be required.

18.05 Probation

a) A newly hired permanent employee shall be on probation for six (6) months of active employment.

b) During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except that:

i. the Employer has the right to discharge the employee for unsuitability, and

ii. the employee shall not have access to seniority in application for posted positions as provided in Article 18.03 - Appointment.

c) The probation period specified in Article 18.05 a) may be extended by mutual consent between the parties to this Agreement. Request for an extension to the probation period may be made by either party at any time prior to completion of the initial probation period.

18.06 Trial Period

a) An employee appointed to a different position shall serve a trial period of three (3) months of active employment from the date of appointment. In the event the successful applicant is determined to be unsatisfactory in the position during the trial period or if the employee so wishes, the employee shall be returned to the employee's former position and wage or salary rate. Any other employee affected by the reversion shall also be returned to the employee's former position and wage or salary rate.

b) The trial period may be extended by mutual consent between the parties to this Agreement. Request for an extension to the trial period may be made by either party at any time prior to completion of the initial trial period.

c) **An employee appointed to an out-of-scope position shall be allowed a three (3) month period where they maintain, but not accrue seniority.**

ARTICLE 19 - LAYOFF AND RECALL

19.01 Layoff Definition

A layoff shall be defined as a reduction in the workforce**, or a minimum reduction of twenty-five percent (25%) of a permanent employee's regularly scheduled hours.**

19.02 Layoff Provisions

a) Notice

For the purpose of this Article, attendance area is defined as the portion of the school division that is designated by the Employer as the attendance area for the school. The Employer shall provide written notice to the Union upon changes in attendance areas.

When a reduction of permanent positions is necessitated, senior employees within the school or workplace and within their job classifications shall be retained provided they possess the necessary

qualifications and ability.

The Employer shall notify employees who are to be laid off with the following written notice:

i. Less than one (1) year of employment
- two (2) weeks' notice

ii. After one (1) year, but less than three (3) years of employment
- three (3) weeks' notice

iii. After three (3) years, but less than five (5) years of employment
- four (4) weeks' notice

iv. After five (5) years, but less than ten (10) years of employment
- six (6) weeks' notice

v. After ten (10) years or more
- eight (8) weeks' notice

If notice is not given as above, then the employee shall be paid for the part of the notice period not received in lieu of notice.

b) Options of Permanent Employees

Prior to issuing layoff notice, the Employer shall provide the affected employee with the following **three (3)** options in writing:

i. Subject to necessary qualifications and ability, to be placed into the permanent position held by the most junior employee in the attendance area within the affected job classification; or

ii. **Subject to qualifications, and ability, be placed in a vacant position within another job classification considered equal or lesser than their previously occupied position; or**

iii. To accept layoff.

The employee shall have forty-eight (48) hours to confirm the elected option in writing to the Employer. Where multiple employees are affected, employees shall be provided the opportunity to indicate such intentions in order of seniority. If the employee fails to indicate such intentions, the employee will be deemed to have accepted layoff.

19.03 Automatic Layoff

Employees, who work on the basis of the academic year, shall be laid off for the school vacation periods. The layoff will be deemed to be effective following the last paid holiday as prescribed by Article 7.01 b) during the vacation period. Recall following the school vacation periods shall be automatic unless the Employer has served notice of layoff in accordance with Article 19.02 - Layoff Provisions. This Article will serve as notice of layoff and recall for the school vacation periods.

19.04 Recall

No new employee shall be hired until those laid off have been given the opportunity to apply for positions posted in accordance with Article 18 - Vacancies and New Positions.

ARTICLE 20 - BUS DRIVERS

20.01 General

The regular driver's bus route shall be:

a) from the bus's home base as determined by the Transportation Manager to the first pick-up time shown on the driver's pick-up and drop-off schedule and thereafter on the route approved by the Employer to the school using the shortest possible route approved by the Employer, from the school to the bus's home base; and

b) from the bus's home base using the shortest possible route approved by the Employer, to the school and from the time of leaving the school to the final drop point shown on the driver's pick-up and drop-off schedule on the route approved and return to the bus's home base using the shortest possible route approved by the Employer.

20.02 Approved Drivers

a) Spare drivers shall be selected from an approved list provided by the Transportation Manager.

b) The regular driver shall select an approved spare driver for a period of up to and including five (5) working days. The Transportation Manager shall select the spare driver for periods of more than five (5) working days.

20.03 Mileage Payment for Spare Drivers

The Employer shall pay mileage at the approved rate for the use of the spare driver's vehicle in lieu of driving a bus to and from the start or end point on the route for a period of up to one day. Payment for mileage beyond the first day shall be subject to approval by the Transportation Manager.

20.04 Examination and Medical Costs

The Employer shall be responsible for the cost of:

a) Medical as required to obtain and maintain S endorsement licensure;

b) First attempt at S endorsement examination for new bus driver applicants;

c) Subsequent renewals based on S endorsement licensure requirements;

d) Mileage to and from the test location, where the Employer's bus is not used to travel to the test location, from the driver's home; and

e) Compensation for time required to attend all S endorsement licensure exams when completed between September and June.

The Employer shall ensure that a bus is available for an endorsement examination.

20.05 Days of Work

Regular drivers shall work all student days and all scheduled professional development days.

20.06 Service Trips

Bus drivers shall be reimbursed for service trips for each kilometer necessarily traveled to deliver and pick up the bus. The reimbursement shall be the greater of the per kilometer rate in effect in accordance with Schedule 'A' or **fifteen dollars (**$15.00**)** per trip.

20.07 Wait Time

Bus drivers shall be paid at minimum wage for each hour, or portion thereof, spent waiting while their bus is being serviced by the Division.

20.08 Bus Driver Reimbursements

Reimbursements will apply on a pro-rated basis to permanent and temporary drivers who incur the expense or carry out the duties described below:

a) Plug-Ins:

Bus drivers will receive **sixty dollars** ($60.00) per month for the period from October to March, contingent upon the driver incurring the expense with respect to plugging the bus in. The reimbursement for plug-in will be paid once annually in March, pro-rated based on actual days worked.

b) **Cellphone:**

Bus drivers who are required by the employer and agree to use their personal cell phone for Employer business, shall receive a monthly reimbursement to twenty dollars ($20.00) from September to June.

c) Bus Wash:

Twenty dollars ($20.00) per month for the period from September to June **will be paid to all** bus drivers **to cover costs associated with washing their bus**.

ARTICLE 21 - REIMBURSEMENT OF EXPENSES

21.01 Tools, Clothing, and Boot Reimbursement

All permanent Journeyperson Mechanics, Journeyperson Electricians, Journeyperson Plumbers, Maintenance Coordinators, and Maintenance Assistants will receive a reimbursement of up to **three hundred dollars (**$300.00**)** per year (September 1st to August 31st) for the purchase of tools, clothing, and/or CSA approved work boots as required by the Employer. Receipt(s) must be forwarded in order to receive the reimbursement.

21.02 Employment Insurance (EI) Premium Reduction Rebate

Pursuant to *The Employment Insurance Act,* the Employer will issue an annual payment equal to five-twelfths (5/12) of the Employment Insurance Premium Reduction Rebate to employees. This payment is subject to Employer eligibility to receive the Employment Insurance Premium Reduction Rebate.

21.03 Reimbursement of Expenses

a) Reimbursement for In Town Car Use

Should an employee be required and agrees to use their personal vehicle to conduct business on behalf of the Employer, the employee shall receive five dollars ($5.00) for each day an employee is required to use their vehicle for in town travel. In addition to the above, the employee shall receive an allowance per kilometer at the Board set rate. The Employer may provide a vehicle and the foregoing shall not apply.

b) Reimbursement for Meals

Employees who are required to travel from their usual place of work on approved school division business shall be compensated for each meal for the actual cost, to a maximum of the Board set rate. Receipts must be attached. If a meal is provided the foregoing shall not apply.

c) Expense Claims

Expense claims shall be submitted at the end of each month.

ARTICLE 22 - WORKERS' COMPENSATION

22.01 Reporting Workplace Injuries

a) When an employee is injured in the performance of work-related duties, the Employee shall immediately report the injury to their immediate supervisor and to the Workers' Compensation Board using the required forms.

22.02 Workers' Compensation Pay Supplement

a) Where an employee is absent from work for medical reasons with respect to a workplace injury that occurred while fulfilling duties in the course of employment with this Employer, and the employee is eligible for compensation payable pursuant to *The Workers' Compensation Act,* the Employer shall pay to the employee their regular salary by accessing available sick leave in addition to the Workers' Compensation Board payments.

b) When sick leave entitlements are no longer available, the Employer shall advise the Workers' Compensation Board to have all future payments made directly to the employee.

ARTICLE 23 - DUTY TO ACCOMMODATE

The parties are jointly committed to re-integrating employees back into the workplace who have suffered an occupational or non-occupational illness or injury. In circumstances where a member of the bargaining unit may be unable to perform the regular duties of the employee's position due to a medically documented mental or physical disability, the parties agree to work together to consider how the employee's disability can be accommodated and the affected employee shall participate and cooperate fully in the process.

ARTICLE 24 - HEALTH AND SAFETY

24.01 Co-operation on Safety

The Union and the Employer recognize that occupational health and safety is a shared concern, and they will cooperate in promoting and improving rules, training and practices that will enhance the work environment for all employees.

Notwithstanding the above, the parties recognize the Employer's responsibility to ensure, insofar as reasonably practicable, the health, safety, and welfare at work of all the Employer's employees. Additionally, the parties recognize the employees' responsibility to take reasonable care to protect their health and safety and the health and safety of the students and other employees who may be reasonably affected by their acts or omissions.

24.02 Occupational Health and Safety Act and Regulations

The current *The Saskatchewan Employment Act* and regulations made thereunder, shall apply. The legislation allows every worker the right to know the hazards at work, participate in occupational health and safety and refuse work which the worker believes is unusually dangerous.

24.03 Occupational Health Committee

An Occupational Health Committee, as provided by *The Saskatchewan Employment Act* and regulations made thereunder shall be implemented. The Occupational Health Committee shall hold regular meetings or as requested by the Union or the Employer to deal with all unsafe conditions.

24.04 Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment, and protective clothing.

24.05 Training of Workers

In accordance with *The Saskatchewan Employment Act* and *Regulations,* the Employer shall ensure that a worker is trained in matters that are necessary to protect the health and safety of the worker when a worker begins work at the place of employment and when a worker is moved from one work activity or worksite to another that differs with respect to hazards, facilities, or procedures.

24.06 Violence in the Workplace

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

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

ARTICLE 25 - NO DISCRIMINATION AND HARASSMENT

25.01 No Discrimination

The Employer and Union agree that there shall be no discrimination, interference, restriction, or coercion experienced or practiced with any employee by reason of race or perceived race, creed, religious or political affiliation, colour, sex, nationality, marital status, family status, sexual orientation, disability, age (as defined by *The Saskatchewan Human Rights Code*), ancestry, place of origin, physical size or weight, or by reason of membership or activity in a trade union.

25.02 Harassment

a) No form of sexual or personal harassment shall be allowed in the workplace or in work- related situations. The principles and values of the school division include the right of all employees to self-respect and dignity.

b) In accordance with *The Saskatchewan Employment Act* and *Regulations,* harassment means any inappropriate conduct, comment, display, action, or gesture by a person:

i. that either:

a. is based on race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry, or place of origin; or

b. subject to c) and d) below, adversely affects the worker's psychological or physical well-being and that the person knows or ought reasonably to know would cause a worker to be humiliated or intimidated; and

ii. that constitutes a threat to the health or safety of the worker.

c) To constitute harassment for the purposes of this Article, either of the following must be established:

i. repeated conduct, comments, displays, actions, or gestures.

ii. a single, serious occurrence of conduct, a single, serious comment, display, action, or gesture, that has a lasting harmful effect on the worker.

d) Harassment does not include any reasonable action that is taken by an employer, or a manager or supervisor employed or engaged by an employer, relating to the management and direction of the employer's workers or the place of employment.

e) The Employer recognizes its responsibility to maintain a policy on harassment that includes education, training, and procedures for resolving situations that occur. Harassment complaints shall first be addressed through the Board policy on harassment.

ARTICLE 26 - JOB CLASSIFICATIONS AND RECLASSIFICATIONS

26.01 Job Descriptions

Job descriptions will be made available to all employees.

26.02 Elimination of Classifications

The Union shall be notified by the Employer of its intent to eliminate existing classifications.

26.03 Changes in Classifications

When there is a significant change to the duties and responsibilities of any position or when the Union contends that an employee is incorrectly classified or a new classification is created in the scope of the agreement, the rate of pay shall be subject to negotiation between the Employer and

the Union. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall be retroactive to the date of submission in writing of the reclassification.

ARTICLE 27 - ACCESS TO PERSONNEL FILE

27.01 Employees shall have access to their personnel file. Requests to view their file shall be directed to the Human Resources Manager or designate.

The file must be examined in the presence of the Human Resources Manager or designate. The Human Resources Manager or designate, at the request of the employee, shall provide a copy of any or all records in the file.

ARTICLE 28 - TECHNOLOGICAL CHANGE

28.01 The Employer and the Union agree that the provisions of *The Saskatchewan Employment Act* will apply with respect to dealing with technological change.

ARTICLE 29 - DISCIPLINE

29.01 **Progressive Discipline and Representation**

a) No employee shall be disciplined or suspended without just cause and without being apprised of the issue or concern prior to any disciplinary action being taken. The Employer agrees to use a process of Progressive Discipline in a timely and reasonable manner. Where the Employer considers an employee's conduct to warrant disciplinary action (dismissal, suspension, documented reprimand placed in an employee file or investigation for possible discipline), no step shall be taken other than in the presence of a Union representative. The employee shall have an opportunity to state their side of the case in advance of discipline being imposed.

b) A copy of a document on an employee's file which might at any time be the basis for disciplinary action shall be supplied to the employee, with a copy to the Union. The employee's reply to said document shall also become part of the employee's file.

c) Suspension pending investigation is not considered discipline. If an employee is suspended pending investigation, the Board shall render its decision regarding discipline no later than fourteen (14) calendar days from the date of the suspension,

except as otherwise agreed between the Employer and the Union. Where the suspension is without pay and investigations reveal that no discipline is warranted or that the discipline is less than the time spent on suspension, the employee shall be paid for the time lost and be made whole in all respects.

29.02 **Removal of Discipline from File**

Upon written application to Human Resources or designate, the employee may request to have written reprimands removed from their file after two (2) years of subsequent active employment during which no formal disciplinary action is taken. Human Resources or designate has the ability to grant or deny the request. Denial would only occur in situations involving discipline for proven matters of a more serious nature such as, but not limited to, sexual harassment or theft.

29.03 Suspension and Dismissal Procedure

a) An employee who has completed the probationary period may be dismissed, but only for just cause, and only upon the authority of the Employer.

b) When an employee is dismissed or suspended, the employee shall be given the reason in the presence of a Union representative. Such employee and the Union shall be advised promptly in writing of the reason for such dismissal or suspension.

29.04 Unjust Suspension or Dismissal

An employee who has been unjustly suspended or dismissed shall be immediately reinstated in the employee's former position without loss of seniority. The employee shall be compensated for all time lost in an amount equal to the employee's normal earnings during the dismissal or suspension, or by any other arrangement, which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

ARTICLE 30 - GRIEVANCE PROCEDURE AND ARBITRATION

30.01 Definition of a Grievance

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

30.02 Settlement of a Grievance

a) Prior to formally submitting grievances, employees are encouraged to first discuss their complaint with their immediate supervisor. Any discussions held will be informal and without prejudice and will

explore available solutions. The Union and the Employer shall endeavour to resolve issues prior to commencing the formal grievance procedure.

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

c) An effort shall be made to settle any grievance fairly and promptly in the following manner:

STEP 1

a) The Union shall first present the grievance in writing to the Principal or immediate supervisor within thirty (30) calendar days of the event giving rise to the grievance or of the date when the employee first became aware of the grievable matter.

b) The Principal or immediate supervisor shall give a decision in writing to the Union within fourteen (14) calendar days of receipt of the grievance.

STEP 2

a) Failing satisfactory settlement at Step 1, if the Union decides to proceed with the grievance, it shall present the grievance, in writing, to the Human Resources Manager within fourteen (14) calendar days of the receipt of the decision under Step 1.

b) The Human Resources Manager shall give a decision in writing to the Union within fourteen (14) calendar days of receipt of the grievance.

STEP 3

a) Failing agreement under Step 2, a written application for a hearing may be made by the Union through the Human Resources Manager within fourteen (14) calendar days of receipt of the decision at Step 2.

b) A hearing shall occur at the next regular meeting of the Board, where at least six (6) calendar days exist, following receipt of the application. Upon receipt of the application, the Human Resources Manager shall advise the Union president of the date of the next Board Meeting.

c) The Board shall send its decision, in writing, to the Union within fourteen (14) calendar days of the hearing.

STEP 4 - Arbitration

a) Failing satisfactory settlement being reached in Step 3, the Union may refer the grievance to arbitration within thirty (30) calendar days of receipt of the written decision at Step 3.

b) Where a grievance has been referred to arbitration, the parties may agree to attempt to resolve the grievance through an alternate dispute resolution process.

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

d) Where, within fourteen (14) calendar days of their appointment, the Board and Union appointees fail to agree on the selection of a chairperson, either party may request the Chairperson of the Labour Relations Board to appoint a chairperson to the Board of Arbitration.

30.03 Discipline, Harassment, and Violence Grievances

a) When the Union has reason to believe the Employer has erred in the general application or interpretation of the Agreement that has implications for more than one (1) work site, the Union shall have the right to initiate a grievance at Step 2 of the Grievance Procedure.

b) When an employee is suspended or dismissed, the Union shall have the right to initiate a grievance at Step 2 of the Grievance Procedure.

c) When a grievance cites harassment or violence, the Union shall have the right to initiate a grievance at Step 2 of the Grievance Procedure. Grievances related to harassment or violence shall be dealt with in a way that respects the confidentiality of all parties but recognizes the principles of fairness and justice.

30.04 Decision and Guideline

The decision of the Arbitration Board shall be final and binding on the parties. The Arbitration Board in reaching its decision shall not have the power to add to, subtract from, alter, or amend the Agreement.

30.05 Arbitration: Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. A Board of Arbitration shall have the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision, which it deems just and equitable.

30.06 Expenses of the Board

The Union and the Board shall each pay one-half (**1/2**) of the remuneration and expenses of the Chairperson of the Board of Arbitration.

SCHEDULE "A"

Effective September 1, 2024 to August 31, 2025

Classification Title	Start	After 1 year	After 2 years	After 3 years	After 4 years
Educational Assistant I	$20.86	$21.55	$22.25	$22.94	$23.64
Educational Assistant 2	$21.89	$22.63	$23.38	$24.12	$24.88
School Librarian I	$20.60	$21.30	$21.99	$22.68	$23.39
School Librarian 2	$21.63	$22.26	$22.88	$23.50	$24.12
School Administrative Assistant 1	$21.25	$21.98	$22.73	$23.46	$24.21
School Administrative Assistant 2	$21.94	$22.83	$23.72	$24.60	$25.50
Caretaker	$21.09	$21.70	$22.30	$22.89	$23.50
Head Caretaker	$22.46	$22.66	$22.98	$23.29	$23.59
Maintenance Assistant	$23.21	$23.82	$24.89	$25.91	$26.72
Maintenance Worker	$26.14	$27.13	$28.12	$29.11	$30.11
Maintenance Coordinator	$28.60	$29.69	$30.78	$31.88	$32.97
Journeyperson Electrician	$37.73	$38.55	$39.37	$40.19	$41.01
Journeyperson Plumber	$37.73	$38.55	$39.37	$40.19	$41.01
Journeyperson HVAC Technician	$37.73	$38.55	$39.37	$40.19	$41.01
Mechanic's Assistant	$23.19	$23.79	$24.86	$25.89	$26.72
Mechanic Apprentice	$28.68	$29.25	$30.42	$31.52	$32.40
Mechanic (non-journeyperson)	$33.19	$33.79	$34.39	$34.99	$35.59
Journeyperson Mechanic	$37.73	$38.55	$39.37	$40.19	$41.01
IT Technician	$27.24	$27.81	$28.91	$29.97	$30.80
Network Analyst Assistant	$29.14	$29.96	$30.77	$31.60	$32.43

Classification Title	Start
Casual EA	$20.86
Casual Librarian	$20.60
Casual Administrative Assistant	$21.25
Casual Caretaker	$21.09

To qualify for the classification of Educational Assistant II, School Librarian II or School Administrative Assistant II, the employee must possess a diploma, degree or certificate from a provincially recognized institution in a related field of study, as determined by the Employer.

An Educational Assistant I, School Librarian I, or School Administrative Assistant I who has been employed for a minimum of 10 years of consecutive service within the classification shall be reclassified to Educational Assistant II, School Librarian II, or School Administrative Assistant II and will be placed at "After 4 years" on the schedule on the first of the month, following the month in which the 10 years of service was completed. Service for the purpose of increments will be applied in accordance with Article 4.04 Increments.

Bus Drivers:

Base Rate (daily rate - rural routes)	$60.50
KM Rate (applies to rural bus routes)	$0.230
Kindersley Urban Route (Daily rate)	$69.53
Pre-K Route (including transportation at noon)	$103.53
Pre-K Route (without noon transportation)	$69.54
Wheelchair allowance daily rate (provided when the bus driver is solely responsible for loading and unloading students)	$8.60
Hourly Rate (when required to attend PD, meetings or examinations)	$18.29

SCHEDULE "A"

Effective September 1, 2025 to August 31, 2026

Classification Title	Start	After 1 year	After 2 years	After 3 years	After 4 years
Educational Assistant I	$21.28	$21.98	$22.69	$23.40	$24.12
Educational Assistant 2	$22.33	$23.09	$23.85	$24.61	$25.38
School Librarian I	$21.02	$21.72	$22.43	$23.14	$23.86
School Librarian 2	$22.07	$22.70	$23.34	$23.97	$24.61
School Administrative Assistant 1	$21.67	$22.42	$23.18	$23.93	$24.70
School Administrative Assistant 2	$22.38	$23.28	$24.19	$25.09	$26.01
Caretaker	$21.52	$22.13	$22.74	$23.35	$23.97
Head Caretaker	$22.91	$23.12	$23.44	$23.75	$24.06
Maintenance Assistant	$23.67	$24.29	$25.39	$26.43	$27.26
Maintenance Worker	$26.67	$27.67	$28.68	$29.69	$30.71
Maintenance Coordinator	$29.17	$30.29	$31.40	$32.51	$33.63
Journeyperson Electrician	$38.48	$39.32	$40.15	$40.99	$41.83
Journeyperson Plumber	$38.48	$39.32	$40.15	$40.99	$41.83
Journeyperson HVAC Technician	$38.48	$39.32	$40.15	$40.99	$41.83
Mechanic's Assistant	$23.66	$24.26	$25.35	$26.41	$27.26
Mechanic Apprentice	$29.26	$29.84	$31.02	$32.15	$33.04
Mechanic (non-journeyperson)	$33.85	$34.46	$35.08	$35.69	$36.31
Journeyperson Mechanic	$38.48	$39.32	$40.15	$40.99	$41.83
IT Technician	$27.79	$28.36	$29.48	$30.57	$31.42
Network Analyst Assistant	$29.72	$30.56	$31.39	$32.23	$33.07

Classification Title	Start
Casual EA	$21.28
Casual Librarian	$21.02
Casual Administrative Assistant	$21.67
Casual Caretaker	$21.52

To qualify for the classification of Educational Assistant II, School Librarian II or School Administrative Assistant II, the employee must possess a diploma, degree or certificate from a provincially recognized institution in a related field of study, as determined by the Employer.

An Educational Assistant I, School Librarian I, or School Administrative Assistant I who has been employed for a minimum of 10 years of consecutive service within the classification shall be reclassified to Educational Assistant II, School Librarian II, or School Administrative Assistant II and will be placed at "After 4 years" on the schedule on the first of the month, following the month in which the 10 years of service was completed. Service for the purpose of increments will be applied in accordance with Article 4.04 Increments.

Bus Drivers:

Base Rate (daily rate - rural routes)	$61.71
KM Rate (applies to rural bus routes)	$0.235
Kindersley Urban Route (Daily rate)	$70.92
Pre-K Route (including transportation at noon)	$105.60
Pre-K Route (without noon transportation)	$70.93
Wheelchair allowance daily rate (provided when the bus driver is solely responsible for loading and unloading students)	$8.77
Hourly Rate (when required to attend PD, meetings or examinations)	$18.65

SCHEDULE "A"

Effective September 1, 2026 to August 31, 2027

Classification Title	Start	After 1 year	After 2 years	After 3 years	After 4 years
Educational Assistant I	$21.70	$22.42	$23.14	$23.87	$24.60
Educational Assistant 2	$22.77	$23.55	$24.32	$25.10	$25.88
School Librarian I	$21.44	$22.16	$22.88	$23.60	$24.33
School Librarian 2	$22.51	$23.16	$23.80	$24.45	$25.10
School Administrative Assistant 1	$22.10	$22.87	$23.64	$24.41	$25.19
School Administrative Assistant 2	$22.83	$23.75	$24.67	$25.60	$26.53
Caretaker	$21.95	$22.57	$23.20	$23.81	$24.45
Head Caretaker	$23.37	$23.58	$23.91	$24.23	$24.55
Maintenance Assistant	$24.14	$24.78	$25.89	$26.95	$27.80
Maintenance Worker	$27.20	$28.23	$29.26	$30.29	$31.33
Maintenance Coordinator	$29.76	$30.89	$32.03	$33.16	$34.30
Journeyperson Electrician	$39.25	$40.10	$40.96	$41.81	$42.66
Journeyperson Plumber	$39.25	$40.10	$40.96	$41.81	$42.66
Journeyperson HVAC Technician	$39.25	$40.10	$40.96	$41.81	$42.66
Mechanic's Assistant	$24.13	$24.75	$25.86	$26.93	$27.80
Mechanic Apprentice	$29.84	$30.44	$31.65	$32.79	$33.70
Mechanic (non-journeyperson)	$34.53	$35.15	$35.78	$36.41	$37.03
Journeyperson Mechanic	$39.25	$40.10	$40.96	$41.81	$42.66
IT Technician	$28.34	$28.93	$30.07	$31.18	$32.05
Network Analyst Assistant	$30.32	$31.17	$32.02	$32.88	$33.74

Classification Title	Start
Casual EA	$21.70
Casual Librarian	$21.44
Casual Administrative Assistant	$22.10
Casual Caretaker	$21.95

To qualify for the classification of Educational Assistant II, School Librarian II or School Administrative Assistant II, the employee must possess a diploma, degree or certificate from a provincially recognized institution in a related field of study, as determined by the Employer.

An Educational Assistant I, School Librarian I, or School Administrative Assistant I who has been employed for a minimum of 10 years of consecutive service within the classification shall be reclassified to Educational Assistant II, School Librarian II, or School Administrative Assistant II and will be placed at "After 4 years" on the schedule on the first of the month, following the month in which the 10 years of service was completed. Service for the purpose of increments will be applied in accordance with Article 4.04 Increments.

Bus Drivers:

Base Rate (daily rate - rural routes)	$62.94
KM Rate (applies to rural bus routes)	$0.240
Kindersley Urban Route (Daily rate)	$72.34
Pre-K Route (including transportation at noon)	$107.71
Pre-K Route (without noon transportation)	$72.35
Wheelchair allowance daily rate (provided when the bus driver is solely responsible for loading and unloading students)	$8.95
Hourly Rate (when required to attend PD, meetings or examinations)	$19.02

SCHEDULE "A"

Effective September 1, 2027 to August 31, 2028

Classification Title	Start	After 1 year	After 2 years	After 3 years	After 4 years
Educational Assistant I	$22.57	$23.32	$24.07	$24.82	$25.58
Educational Assistant 2	$23.68	$24.49	$25.30	$26.10	$26.92
School Librarian I	$22.29	$23.04	$23.79	$24.55	$25.31
School Librarian 2	$23.41	$24.08	$24.76	$25.43	$26.10
School Administrative Assistant 1	$22.99	$23.78	$24.59	$25.38	$26.20
School Administrative Assistant 2	$23.74	$24.70	$25.66	$26.62	$27.59
Caretaker	$22.82	$23.47	$24.13	$24.77	$25.43
Head Caretaker	$24.30	$24.52	$24.87	$25.20	$25.53
Maintenance Assistant	$25.11	$25.77	$26.93	$28.03	$28.91
Maintenance Worker	$28.29	$29.36	$30.43	$31.50	$32.58
Maintenance Coordinator	$30.95	$32.13	$33.31	$34.49	$35.67
Journeyperson Electrician	$40.43	$41.31	$42.18	$43.06	$43.94
Journeyperson Plumber	$40.43	$41.31	$42.18	$43.06	$43.94
Journeyperson HVAC Technician	$40.43	$41.31	$42.18	$43.06	$43.94
Mechanic's Assistant	$25.10	$25.74	$26.90	$28.01	$28.92
Mechanic Apprentice	$31.03	$31.65	$32.91	$34.10	$35.05
Mechanic (non-journeyperson)	$35.91	$36.56	$37.21	$37.86	$38.51
Journeyperson Mechanic	$40.43	$41.31	$42.18	$43.06	$43.94
IT Technician	$29.48	$30.09	$31.28	$32.43	$33.33
Network Analyst Assistant	$31.53	$32.41	$33.30	$34.19	$35.09

Classification Title	Start
Casual EA	$22.57
Casual Librarian	$22.29
Casual Administrative Assistant	$22.99
Casual Caretaker	$22.82

To qualify for the classification of Educational Assistant II, School Librarian II or School Administrative Assistant II, the employee must possess a diploma, degree or certificate from a provincially recognized institution in a related field of study, as determined by the Employer.

An Educational Assistant I, School Librarian I, or School Administrative Assistant I who has been employed for a minimum of 10 years of consecutive service within the classification shall be reclassified to Educational Assistant II, School Librarian II, or School Administrative Assistant II and will be placed at "After 4 years" on the schedule on the first of the month, following the month in which the 10 years of service was completed. Service for the purpose of increments will be applied in accordance with Article 4.04 Increments.

Bus Drivers:

Base Rate (daily rate - rural routes)	$65.46
KM Rate (applies to rural bus routes)	$0.250
Kindersley Urban Route (Daily rate)	$75.24
Pre-K Route (including transportation at noon)	$112.02
Pre-K Route (without noon transportation)	$75.24
Wheelchair allowance daily rate (provided when the bus driver is solely responsible for loading and unloading students)	$9.31
Hourly Rate (when required to attend PD, meetings or examinations)	$19.79

IN WITNESS whereof the Board of Education of the Sun West School Division No. 207 has caused their corporate seal to be hereunder affixed, attested by the duly authorized signing officers of the Sun West School Division No. 207, and the Canadian Union of Public Employees (CUPE), Local 4802, has caused these presents to be executed on its behalf as well as on behalf of all persons who are or may become members thereof:

SIGNED THIS_____DAY of_____, 2025 on behalf of:

The Board of Education of the Sun West School Division No. 207	Canadian Union of Public Employees, (CUPE) Local 4802
Vicki Moore, Director of Education	Delayne Pumfrey, President
Lauren Johb, Human Resources Manager	Tracy Thomson, Vice-President
Ryan Smith, Superintendent of Business	Genny Fleuter, Vice-President
Janine Walker, Human Resources Officer	Joylene Mann, Vice-President
Michele Whitfield, Board Trustee	Amanda Bouchard, Vice-President
Fritz Erickson, Board Trustee	Harold Litzenberger, Vice-President
	Mira Breitkreutz-Wagner, Secretary Treasurer

NL/wh:cope491

LETTER OF UNDERSTANDING No. 01

Between

The Board of Education of the
Sun West School Division No. 207 of Saskatchewan
(The 'Board')

and

The Canadian Union of Public Employees, Local 4802
(The 'Union')

RE: Maximum Accrual of Sick Leave

1. Division level employees as of April 19, 2010, who have an accrual rate of 1.67 days per month, shall not accrue less than their current sick leave monthly entitlement as a result of their inclusion in the bargaining unit.

2. The Employer will provide the Union President with a confidential list of the affected employees annually.

Signed this _____ day of _____ 20**25**.

ON BEHALF OF:

The Board of Education of the Sun West School Division No. 207	Canadian Union of Public Employees, Local 4802
_____	_____
_____	_____

LETTER OF UNDERSTANDING No. 02

Between

The Board of Education of the
Sun West School Division No. 207 of Saskatchewan
(The 'Board')

and

The Canadian Union of Public Employees, Local 4802
(The 'Union')

RE: Retroactive Pay

Retroactive pay adjustments for the period of September 1, 20**24**, and the date of signing this Agreement shall apply to:

a) Current Employees
   i) Permanent
   ii) Temporary
b) Casual Employees
c) Retired Employees
d) Employees who have resigned
e) Employees who are deceased
f) Temporary Employees whose terms have expired
g) Employees on layoff whose seniority has been lost

Eligible former employees of the Sun West School Division will be required to apply in writing to Human Resources within ninety (90) calendar days from the date of signing this Agreement for any of the retroactive pay benefits contained herein. Applications will be accepted via email to human.resources@sunwestsd.ca and must include the employee's full name, current address along with bank account information for direct deposit as provided by the financial institution.

Signed this _____day of _____ 20**25**.

ON BEHALF OF:

The Board of Education of the Sun West School Division No. 207	Canadian Union of Public Employees, Local 4802
_____	_____
_____	_____

LETTER OF UNDERSTANDING No. 03

Between

The Board of Education of the
Sun West School Division No. 207 of Saskatchewan
(The 'Board')

and

The Canadian Union of Public Employees, Local 4802
(The 'Union')

RE: Bus Driver Service Increments

1. Effective the date of signing, Bus Drivers from legacy Rosetown (CUPE Local 4766) and legacy Kindersley who have earned service increments, shall continue to receive the service increment level earned but shall not be eligible for service increment increases. Newly hired Bus Drivers shall not be eligible to receive service increments**.**

2. In the event a Bus Driver is appointed to a different classification or employment with the Sun West School Division No. 207 is terminated, the service increment payment shall cease.

3. The Employer will provide the Union President with a confidential list of the affected employees annually.

Signed this _____day of _____ 20**25**.

ON BEHALF OF:

The Board of Education of the Sun West School Division No. 207	Canadian Union of Public Employees, Local 4802
_____	_____
_____	_____

LETTER OF UNDERSTANDING No. 04

Between

The Board of Education of the
Sun West School Division No. 207 of Saskatchewan
(The 'Board')

and

The Canadian Union of Public Employees, Local 4802
(The 'Union')

RE: Bus Driver Private Vehicle Expense

1. Effective the date of signing, the one Bus Driver from former CUPE Local 4766 who is currently in receipt of reimbursement for the use of their private vehicle shall continue to receive reimbursement at the Employer approved rate subject to the following conditions:

   a) The permanent school bus driver must be driving the bus on each student day to be eligible for the reimbursement.
   b) The reimbursement is not transferrable.
   c) The school bus must remain at the Sun West School Division bus compound during the school day for the driver to be eligible to claim for reimbursement.
   d) Newly hired Bus Drivers shall not be eligible to receive the reimbursement.
   e) Bus Drivers shall submit a claim for payment monthly.
   f) The kilometer rate paid to the Bus Driver when driving home and returning to school in the bus will not apply on days when the reimbursement is provided as a result of the bus driver using the private vehicle.

2. In the event a Bus Driver is appointed to a different classification or employment with the Sun West School Division No. 207 is terminated, the Bus Driver will no longer be eligible to receive the reimbursement.

3. The Employer will provide the Union President with an updated confidential list of the affected employees annually.

Signed this _____day of _____ 20**25**.

ON BEHALF OF:

The Board of Education of the Sun West School Division No. 207	Canadian Union of Public Employees, Local 4802
_____	_____
_____	_____