

# **COLLECTIVE BARGAINING AGREEMENT**

**between**

**PRAIRIE SPIRIT SCHOOL DIVISION #206**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 4254**

***CUPE*** / *Canadian Union  
of Public Employees*

**September 1, 2012 to August 31, 2016**

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THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2014

BETWEEN:  
PRAIRIE SPIRIT SCHOOL DIVISION #206

Hereinafter referred to as the “Board”

OF THE FIRST PART

AND:  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 4254

Hereinafter referred to as the “Union”

OF THE SECOND PART

## **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 promote cooperation and understanding between the Board and its staff;
- (c) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages;
- (d) to promote an amicable method of settling differences or grievances which may arise with respect to matters covered by this Agreement; and,
- (e) to promote the morale, well-being and security of all employees in the bargaining unit of the Union.

To this end, both parties have drawn up a collective agreement which addresses the matters identified above.

## ARTICLE 1 – DEFINITIONS

### Definitions

- a) **Permanent Employee**  
"Permanent Employee" is one whose contract does not have an end date and who has completed the probationary period provided in Article 9.06 "Probation".
- b) **Temporary Employee**  
"Temporary Employee" is one who is hired for a fixed period of time of three (3) months or more. When a substitute employee fills a temporary position of less than three (3) months, the union executive may appeal to Human Resources who may grant the employee status as a temporary employee.
- c) **Probationary Employee**  
"Probationary Employee" is one who has been appointed to a permanent or temporary position but has not yet completed the probationary period provided in Article 9.06 "Probation".
- d) **Substitute/Casual Employee**  
"Substitute Employee" is an employee who works from time to time on a call in basis. Substitute/Casual employees are not entitled to any benefits of this agreement other than salary rate.

## ARTICLE 2 – SCOPE/UNION REPRESENTATION

### 2.01 Bargaining Unit

The Board agrees to recognize the Union as the sole collective bargaining agency for the employees covered by this Agreement, so long as the order of the Labour Relations Board shall remain in effect.

#### Those not covered by this agreement include:

- **Director of Education**
- **Communications Consultant**
- **Assistant to the Director**
- **Superintendents**
- **Six (6) Executive Assistants located at Division office**
- **One (1) Executive Assistant located at Maintenance Shop**
- **Coordinators**
- **Facilities Planner**
- **Conveyance Manager**
- **Human Resources Assistant**
- **Learning Support Facilitators**
- **Library Technicians**
- **Counsellors**

- **Registered Psychologists**
- **Occupational Therapists**
- **Speech Language Pathologists**
- **Speech Language Assistant**
- **CB SERT's**
- **Physiotherapist**
- **Database Administrator**
- **Programmer Analyst**
- **SIS Teacher**
- **SIS Consultant**
- **Teachers and those hired and functioning as such**
- **School Technical Network Manager**
- **System Administrator**
- **Accounting Supervisor**
- **Payroll Supervisor**
- **Caretaking Supervisor**
- **Accounting Assistants**
- **Payroll Accountants**
- **Maintenance Supervisor**
- **Safety Officer (bus garage)**
- **Trainer (bus garage)**
- **Receptionists**
- **Food Services-Receptionist**
- **Contractor**
- **Facilitators**
- **Project Facilitator**
- **Program Facilitator**
- **Consultant**
- **Nurse**
- **Facilities Technologist 1**
- **Facilities Technologist 2**
- **Contracted Lunch supervisors (Martensville)**
- **Hague Elementary School – Educational Associates, Administrative Assistants, Caretakers, Bus Drivers**
- **Hague High School – Educational Associates, Administrative Assistants, Caretakers, Bus Drivers**
- **Hepburn School – Educational Associates, Administrative Assistants, Caretakers, Bus Drivers**
- **Laird School – Educational Associates, Administrative Assistants, Caretakers, Bus Drivers**
- **Osler School – Educational Associates, Administrative Assistants, Caretakers, Bus Drivers**
- **Rosthern Elementary School– Educational Associates, Administrative Assistants, Caretakers, Bus Drivers**

- Rosthern High School – Educational Associates, Administrative Assistants, Caretakers, Bus Drivers
- Stobart Community School – Educational Associates, Administrative Assistants, Caretakers, Nurse Practitioner, Nutrition Coordinators, School Coordinator, Bus Drivers
- Valley Christian Academy – Educational Associates, Administrative Assistants, Caretakers, Bus Drivers
- Waldheim School – Educational Associates, Administrative Assistants, Caretakers, Bus Drivers
- Warman Elementary School – Bus Drivers
- Warman High School – Bus Drivers
- Warman Community Middle School – Bus Drivers
- Delisle Elementary School – Caretakers, Bus Drivers
- Delisle Composite School – Caretakers, Bus Drivers
- Vanscoy School – Caretakers, Bus Drivers
- Pike Lake School – Bus Drivers
- Langham Elementary School – Bus Drivers
- W.W. Brown School – Bus Drivers
- Prairie View School – Bus Drivers
- Dalmeny High School – Caretakers, Bus Drivers
- Borden School – Caretakers, Bus Drivers
- Perdue School – Caretakers, Bus Drivers
- Lord Asquith School – Bus Drivers
- Blaine Lake School – Bus Drivers
- Leask School – Bus Drivers
- Martensville High School – Bus Drivers
- Valley Manor School – Bus Drivers
- Venture Heights School – Bus Drivers
- GEMS Drivers
- Drivers for French Immersion Program
- Operations Assistant

**2.02 No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives that may conflict with the terms of this Agreement.

**2.03 Job Security**

No employee shall be laid off or have his or her hours of work or pay reduced due to the Employer contracting out work or services.

**2.04 Work Interruption Prohibited**

The parties agree that during the term of this Agreement there shall be no strike on the part of the Union or its members, or a lock-out on the part of the Employer.

## **2.05 References**

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

## **2.06 Use of Volunteers**

The use of volunteers will not be precluded providing they are over and above regular staffing compliments and their utilization does not result in the direct lay off of any employee covered by this Agreement, nor will volunteers be used to fill established or newly created positions within the bargaining unit.

Volunteers shall not receive any wages or remuneration for the activities they perform. The employer may offer gratuities and/or gifts of a nominal value.

## **ARTICLE 3 – NO DISCRIMINATION**

### **3.01 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, or by reason of membership or activity in a trade union.

### **3.02 Harassment**

- a) No form of sexual or personal harassment shall be allowed in the work place 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) Personal harassment is any objectionable behaviour, comment, or display directed at another based on, but not limited to gender, race or place of origin, physical appearance, age, sexual orientation, or disability. Examples of such harassment may include unwarranted physical contact, inappropriate jokes or teasing, display of derogatory materials, or conduct which may reasonably cause hurt, humiliation, or awkwardness so as to negatively affect an individual's well-being, work relationships, or job performance.
- c) The Employer recognizes its responsibility to maintain a policy on harassment that includes education, training and procedures for resolving situations that occur.
- d) Grievances related to harassment shall commence at Step 2 of the Grievance Procedure. Grievances under this Article shall be dealt with in a way that respects the confidentiality of all parties but recognizes the principles of fairness and justice.

- e) In situations where harassment has been alleged and a grievance has been initiated, reasonable measures shall be taken to ensure that the employees directly involved in the situation shall not be required to work in close proximity to one another until such time as the grievance has been resolved.

## **ARTICLE 4 – UNION SECURITY**

### **4.01 Union Security**

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

## **ARTICLE 5 – CHECK OFF**

### **5.01 Dues Check-Off**

The Employer agrees, upon written authorization from an employee and upon written request by the Union, to deduct initiation fees, assessments and monthly Union dues from the earnings of the employee. The amount deducted shall be remitted by cheque to the Secretary-Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the following month, and shall be accompanied by a list of names of all employees and their schools/locations for whom such deductions have been made.

### **5.02 Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Employer shall supply the Union member without charge, a statement in the amount of union dues paid by each Union member in the previous year.

## **ARTICLE 6 – GRIEVANCE PROCEDURE AND ARBITRATION**

### **6.01 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. Prior to the Union formally submitting grievances, employees are encouraged to first discuss their complaint with their immediate supervisor.



## **6.02 Informal Step**

The employee and/or the Union representative are expected to discuss a complaint with the Immediate Supervisor. The Union and the Employer shall make every effort to resolve disputes prior to commencing the formal grievance procedure.

## **6.03 Settlement of a Grievance**

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

### **STEP 1**

- a) The grievance shall first be presented in writing to the Principal or immediate supervisor within twenty (20) working days of the event giving rise to the grievance or of the date when the Union first became aware of the grievable matter.
- b) The Principal or immediate supervisor shall give a decision in writing to the Union within ten (10) working 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 Superintendent of Human Resources within ten (10) working days of receipt of the decision under Step 1.
- b) The Superintendent of Human Resources shall arrange for a hearing within ten (10) days of receipt of the request for a hearing.
- c) The Superintendent of Human Resources shall give a decision in writing to the Union within ten (10) working days of the hearing.

### **STEP 3**

- a) Failing agreement under Step 2, a written application for a hearing with the Board of Education may be made by the Union through the Superintendent of Human Resources within ten (10) working days of receipt of the decision at Step 2.
- b) A hearing shall occur at the next regular meeting of the Board of Education, where at least five (5) complete working days exist, following receipt of the application. Upon receipt of the application, the Superintendent of Human Resources shall advise the Union President of the date of the next Board of Education meeting.

- c) The Board of Education shall send its decision, in writing, to the Union within ten (10) working days of the hearing.

#### **STEP 4**

- a) Failing satisfactory settlement being reached in Step 3, the Union may refer the grievance to arbitration within twenty (20) working 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 Employer, and a chairperson, jointly named by the two (2) members so appointed.
- d) Where the appointees of the parties fail to agree, within ten (10) working days of their appointment, on the appointment of a chairperson either party may request the Chairperson of the Labour Relations Board to appoint a chairperson.

#### **6.04 Policy, Discipline and Harassment Grievances**

- a) When the Union has reason to believe the Employer has erred in the general application or interpretation of the Agreement, the Union shall have the right to initiate a grievance at Step 2 of the Grievance Procedure.
- b) When an employee is disciplined, the Union shall have the right to initiate a grievance at Step 2 of the Grievance Procedure.
- c) When a grievance cites harassment, the Union shall have the right to initiate a grievance at Step 2 of the Grievance Procedure.

#### **6.05 Time Limits**

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

#### **6.06 Logistics**

The parties shall have the assistance of any employee concerned as a witness and any other witnesses that may be required. The employee concerned and the shop steward as identified in Article 6.03 entitled "Settlement of a Grievance" shall suffer no loss in pay in attending the discussions and hearings, specified under Article 6.03 Step 1, Step 2 and Step 3 entitled "Settlement of a Grievance", which occur during their hours of work.

**6.07 Decision and Guideline**

The decision of the Arbitration Board shall be final and binding on the parties. An Arbitration Board in reaching its decision shall not have the power to add to, subtract from, alter or amend the Agreement in any way, however, when considering grievances dealing with discipline or dismissal the Arbitration Board may, after hearing the arguments, determine that the original action was either too harsh or unwarranted, and accordingly alter the original discipline.

**6.08 Arbitration: Technical Objections to Grievances**

No grievance shall be defeated or denied by any formal or technical objection. An Arbitration Board 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.

**6.09 Expenses of the Arbitration Board**

The Union and the Employer shall each pay one-half (.5) of the remuneration and expenses of the Chairperson of the Board of Arbitration.

**ARTICLE 7 – DISCIPLINE**

The parties endorse the concept of progressive discipline, and agree there shall be no discipline without cause. Progressive discipline shall take the form of verbal reprimand, written reprimand, suspension and dismissal.

When the Employer is affecting a disciplinary measure with respect to an employee, no disciplinary action shall be taken other than in the presence of a Union representative unless the employee has waived his/her right to union representation.

**7.01 Documents on Employee's File**

- a) A copy of any document or other information placed on an Employee's file which might at any time be used as the basis for disciplinary action, shall be supplied concurrently to the Employee and to the Union. Disciplinary action shall be limited to the grounds stated in the written documentation presented to the employee and the Union.
- b) Prior to being placed in the employee's file, all documents shall be signed and dated by the Employee and/or the Union representative in attendance at the meeting, as of September 1, 2013. Such signature shall not constitute agreement to said document.
- c) Upon written request, the said document shall be removed after two (2) years provided there has been no further discipline of a similar nature rendered within two (2) years of the initial discipline. It shall be the responsibility of the employee to request the removal of the reprimand.

- d) The disciplinary letter shall not be removed from the file in situations involving harassment, violence, theft or other gross misconduct.
- e) If the Employee concerned wishes to respond they may do so in writing and such response will become part of the documentation. At the Employee's request a copy of his/her response shall be forwarded to the Union.

## **7.02 Presence of a Union Representative**

- a) When the Employer is affecting a disciplinary measure with respect to an employee, no action shall be taken other than in the presence of a Union representative unless the employee has waived his/her right to union representation. The Employee shall have an opportunity to state his/her side of the case in advance of discipline being imposed.
- b) It is also agreed that the Union and the Employee shall receive a minimum of twenty-four (24) hours notification of any meeting related to an Employee's conduct. The notice period may be waived upon agreement of the Employer and the Union upon request.
  - i) The notice provided shall include information pertaining to the purpose of the meeting, including, but not limited to, whether the meeting involves the Employee's personnel record, job performance or sick incident usage.
  - ii) Upon notifying the Supervisor and Human Resources, the Union representative shall be given a reasonable opportunity to meet with the Employee with no loss of pay or benefits prior to the Employee's scheduled meeting with the Employer.

## **7.03 Non-disciplinary Coaching**

The Employer encourages the concept of non-disciplinary coaching. Coaching will be given verbally and/or in writing to clarify expectations and provide guidance to assist the employee in addressing performance concerns.

It is agreed that any written record regarding coaching will be removed from the employee's file after two (2) years. It shall be the responsibility of the employee to request the removal of the reprimand.

## **7.04 Suspension Pending Investigation**

Suspension without pay pending investigation is not considered discipline. The Employer shall render its decision regarding discipline no later than fifteen (15)

working days from the date of the suspension, except as otherwise agreed between the Employer and the Union. For benefit purposes while suspended, the Employee shall be treated as if on leave without pay. Where 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 time lost and shall be credited with earned benefits by the Employer.

## **ARTICLE 8 – SENIORITY**

### **8.01 Definition**

- a) Seniority is defined as the length of continuous service including substitute and temporary service in the bargaining unit and shall operate on a bargaining unit wide basis except where otherwise specified in the Agreement.
- b) Current employees shall be placed on the seniority list in order of seniority as of the date of hire with Prairie Spirit School Division #206. Where two or more employees have the same start date, seniority shall be determined by:
  - i) the employees' birth month,
  - ii) birth day,
  - iii) alphabetical by surname.
- c) Scheduled school vacation periods shall not constitute a break in service for academic year employees.

### **8.02 Seniority List**

- a) An up-to-date seniority list (as of September 30 of the current year) shall be sent to the Union and the Employer will post a copy of the seniority list on the Division website by November 30 of each year.
- b) The seniority list shall contain the following information:
  - name of employee
  - date of commencement of employment
  - job classification
  - location of employment
- c) The seniority list shall be open for correction, with respect to any errors in the previous seven (7) years, for thirty (30) calendar days from the date of posting. Upon presentation to the Superintendent of Human Resources by an employee of proof of an error, a correction shall be made immediately. A copy of the seniority list along with any corrections shall be sent to the Union.

### **8.03 Loss of Seniority**

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, lay off or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event the employee:

- a) is discharged for just cause and is not reinstated;
- b) resigns or retires;
- c) is absent from work in excess of five (5) working days without sufficient cause or without notifying the Board, unless such notice was not reasonably possible;
- d) is laid off for a period longer than twenty-two (22) months, which includes July and August;
- e) held a temporary position and has not worked for the Board in the previous fourteen (14) months, which includes July and August; or
- f) gives written notice to the employer relinquishing their recall rights.

## **ARTICLE 9 – MAXIMIZING HOURS, TRANSFERS AND VACANCIES**

### **9.01 Vacancies**

#### **a) 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 following process shall apply:

- i) Vacancies shall be posted on the school division website and accessible by a call-in system for a minimum of seven (7) calendar days so that employees, including those on lay off, have the opportunity to make application.
- ii) Where more than one applicant has the necessary qualifications and ability, the appointment shall be made on the basis of seniority.
- iii) All new positions will normally be posted each Wednesday. At the same time these positions are posted internally, they may also be advertised publicly.

- b) Maximization of Hours, Transfer Requests, and Recalls from Lay Off
  - i) Maximization of Hours, Transfer Requests, and Recalls from Lay Off shall only be considered when a vacancy or newly created position occurs.
  - ii) Qualified and available part-time employees in the same school/work site, shall have the opportunity to maximize their hours prior to transfers or recalls from lay off being considered.
  - iii) Internal Applications shall be received as per 9.01 a) Job Postings and considered in the following order:
    - 1) Maximization of Hours
    - 2) Transfer Requests from within the Attendance Area as per 10.01
    - 3) Transfer Requests from within the school division
    - 4) Recalls From Lay Off

#### **9.02 Information in Postings**

Such posting notice shall contain the following information: nature of position; location; qualifications; skills; required knowledge and formal education; and rate of pay or range.

#### **9.03 Appointment**

- a) In making staff changes that involve transfers, re-classifications or promotions, appointment shall be made of the applicant having the necessary qualifications and ability.
- b) Where more than one applicant has the necessary qualifications and ability, the appointment shall be made on the basis of seniority.
- c) Employer initiated transfers shall occur only with the agreement of the Union.

#### **9.04 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.

- c) Subsequent temporary vacancies created by the appointment of a permanent employee to fill a temporary position shall be filled subject to Article 9.01 "Vacancies".
- d) Upon expiration of the temporary period of employment, no notice of termination shall be required.

#### **9.05 Union Notification**

- a) Within five (5) working days of the date of appointment to a vacant, temporary or new position, a copy of the letter of offer shall be forwarded, in writing, to the Union.
- b) The Union shall be notified via a monthly report of all promotions, demotions, appointments, hirings, lay offs, transfers, maximizing of hours, recalls, resignations, retirements, deaths, and or other terminations of employment.

#### **9.06 Probation**

A newly hired employee shall be on probation for the first five (5) months of active employment. During the probationary period, the employees shall be entitled to all rights and benefits of this Agreement, except with respect to grievances for discharge for unsuitability. After completion of the probationary period, seniority shall be calculated from the original date of employment.

#### **9.07 Trial Period**

An employee appointed to a different position shall serve a trial period of twenty (20) working days from the date of the employee's appointment. The employee shall be confirmed in the new position after the trial period. In the event the successful applicant is unsatisfactory in the position during the trial period, or if the employee so wishes, the employee shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary without loss of seniority.

#### **9.08 Additional Hours**

When additional hours exist that are not subject to Article 9.01 a) Job Postings, the following shall apply:

Substitute Shifts shall first be offered to available part-time employees in order of seniority within their school/work site provided the additional hours are entered into the absence management system prior to 6:00 p.m. on the previous day.

Contract extensions shall first be offered to the employee currently filling the positions.



Part-time employees shall indicate to the Employer if they are available to work substitute shifts, increase their hours, and/or extend their contract.

## **ARTICLE 10 – LAY OFFS AND RECALLS**

### **10.01 Attendance Area**

- a) Where a staff reduction is necessitated within an attendance area or department, employees within that attendance area or department shall be retained in the order of their seniority provided they are qualified to do the work.
- b) For the purposes of this Article of the Agreement, nine (9) attendance areas are defined as:
  - i) Hanley School, Dundurn School, and Hillcrest Colony School;
  - ii) Clavet Composite School, South Corman Park School, Aberdeen Composite School, and Riverview Colony School;
  - iii) Allan School, Colonsay School, and Lost River Colony School;
  - iv) Delisle Elementary School, Delisle Comprehensive School, Vanscoy School, Pike Lake School, and Willow Park Colony School;
  - v) Langham Elementary School, Walter W. Brown School, Prairie View Elementary School, Dalmeny High School, and Borden School;
  - vi) Perdue School, Lord Asquith School, Eagle Creek Colony School, and Sunnydale Colony School;
  - vii) Martensville High School, Valley Manor Elementary School, and Venture Heights Elementary School;
  - viii) Blaine Lake Composite School, Leask Community School, Green Leaf Hutterite Colony School, and Leask Hutterite Colony School; and
  - ix) Warman Elementary School, Warman Community Middle School, and Warman High School.

### **10.02 Lay Off**

Notwithstanding Article 10.01 where a staff reduction of bus drivers is necessitated for routes to a school, bus drivers driving to that school shall be retained in the order of their seniority.

### **10.03 Automatic Lay Off**

Employees, who work on the basis of the academic year, shall be laid off for the school vacation periods. Recall following the school vacation periods shall be automatic unless the Employer has served notice of lay off in accordance with Article 10.03 "Notice of Lay Off". This Article will serve as notice of lay off and recall for the school vacation periods.

### **10.04 Notice of Lay Off (*other than 10.03 Automatic Lay Off*)**

The Employer shall notify employees who are to be laid off with a minimum of one (1) month of written notice and:

- a) After five (5) years but less than ten (10) years employment - six (6) weeks' notice
- b) After ten (10) years or more employment - eight (8) weeks' notice

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

### **10.05 Recall**

- a) Senior employees shall have the opportunity to transfer or maximize their hours (as per Article 9.01) prior to laid-off employees being recalled.
- b) Laid off employees shall retain their seniority for twenty-two (22) months.
- c) No new employees shall be hired until those employees on lay off who have the necessary qualifications, have been recalled.
- d) All employees on lay off shall be notified of any open positions through public posting on the Prairie Spirit School Division website.

## **ARTICLE 11 – HOURS OF WORK AND WORKING CONDITIONS**

### **11.01 Calendar Development**

- a) There shall be CUPE representation on the Calendar Committee which is established on an annual basis to develop calendar options for the school year.

- b) The CUPE membership shall be offered the opportunity to participate in a vote offered to all PSSD staff based on the Calendar Committee options to select a calendar preference.

The Board of Education has the final approval of the calendar as per legislation in *The Education Act, 1995*.

## **11.02 Definition of Employee Groups**

### Group A – Caretakers

This group shall include:

- head caretakers
- assistant caretakers

### Group B – Technicians/Apprentice Technicians

This group shall include:

- head technicians
- technicians who hold a journeyman certificate and/or apprentice level

### Group C – Journeyman/Apprentice Trades/Building Operators

This group shall include:

- all maintenance personnel holding journeyman certificates hired and functioning as such
- those working as apprentices in trades
- Building Operators

### Group D – Maintenance

This group shall include:

- all maintenance personnel who do not hold a journeyman certificate
- all maintenance personnel who hold a journeyman certificate but are not hired in a journeyman capacity

### Group E – Executive and Administrative Assistants

This group shall include:

- all executive assistants in the bus garage
- all administrative assistants working in schools and work sites

### Group F – Information Services

This group shall include:

- computer technicians
- network administrators

### Group G – Library Assistant

This group shall include:

- school-based library workers who do not hold a library technician diploma

Group H – Educational Associates

This group shall include:

- EA I – employees that do not have PSSD recognized certification
- EA II – employees that have PSSD recognized certification or were grandfathered in
  - See Article 27 for PSSD recognized certificate programs

Group I – Bus Drivers

Group J – Other

This group shall include:

- Recreation Program Coordinator
- Community School Coordinator
- Bus Garage Assistant

**11.03 Full-time Daily, Weekly and Annual Hours**

The normal daily, weekly and annual hours of work shall be as follows:

Assistant Caretaker	8 hrs/day, 40 hrs/week, 2080 hrs/year
Head Caretaker	8 hrs/day, 40 hrs/week, 2080 hrs/year
Head Technician	8 hrs/day, 40 hrs/week, 2080 hrs/year
Technician	8 hrs/day, 40 hrs/week, 2080 hrs/year
Maintenance	8 hrs/day, 40 hrs/week, 2080 hrs/year
Executive Assistant	8 hrs/day, 40 hrs/week, 2080 hrs/year
Administrative Assistant	8 hrs/day, 40 hrs/week, 1600 hrs/year
Computer Technician	8 hrs/day, 40 hrs/week, 2080 hrs/year
Network Administrator	8 hrs/day, 40 hrs/week, 2080 hrs/year
Library Assistant	6 hrs/day, 30 hrs/week, 1200 hrs/year
Educational Associate	6 hrs/day, 30 hrs/week, 1110 hrs/year (1128 hrs/year effective 2014-15 school year)
Bus Driver	4 hrs/day, 20 hrs/week, student days plus at least one (1) professional development day.
Coordinator	7 hrs/day, 35 hrs/week, 1820 hrs/year
Bus Garage Assistant	8 hrs/day, 40 hrs/week, 2080 hrs/year
Building Operator	8 hrs/day, 40 hrs/week, 2080 hrs/year

**11.04 Paid Rest Periods**

- a) Employees shall be permitted a rest period of fifteen (15) minutes both in the first and second half of the workday.
- b) Educational Associates shall receive a rest period only if students receive a rest period.

- c) Unless agreed to by the employee and their supervisor, rest periods shall not be taken the first 15 minutes or the last 15 minutes of the work day.

#### **11.05 Overtime Defined**

All authorized time worked over eight (8) hours in a day or forty (40) hours in a week shall be considered as overtime.

#### **11.06 Compensation for Additional Hours Worked**

- a) **Compensation for Overtime**  
Overtime will be paid at the rate of one and one-half (1.5) times the rate of regular pay.
- b) **Compensation for Work on a Public Holiday**  
Employees required to work on Public Holidays shall be paid their regular rate of pay plus one and one-half (1.5) times their regular rate of pay. A minimum of three hours' pay shall be payable.
- c) **Time in Lieu of Overtime Pay**  
Employees may choose to take time off in lieu of pay for overtime, at a rate of one and one-half (1.5) hours for every hour worked. Employees can bank a maximum of four (4) days at any one time. The employee's selection of pay or time in lieu shall be made in advance of any overtime being worked. Time off in lieu shall be taken with the approval of the immediate supervisor and shall be subject to operational requirements.
- d) For those employees who are requested by the supervisor to work more than their scheduled hours of work and who do not qualify for overtime pay, the following shall apply:
  - i) Additional hours worked must have the prior approval from the direct supervisor;
  - ii) Compensation for additional hours worked shall be given as time in lieu, on the basis of one (1) hour worked = one (1) hour time-in-lieu.

Time-in-lieu must be scheduled with the prior approval of the direct supervisor and taken within the same academic year.

#### **11.07 Schedule of Hours**

The scheduling of the hours of work is the responsibility of the Employer, subject to Article 11.01 "Full-time Daily, Weekly and Annual Hours". However, the Employer agrees to consult with the employee, with a viewpoint of trying to arrive at a mutually acceptable schedule of hours. Notwithstanding the schedule of hours set forth, the Supervisor may approve variable hours as may be mutually

agreeable with the employee. However, such arrangements must be carried out only within reasonable limits.

#### **11.08 Summer Hours for Maintenance and Bus Garage Employees**

- a) Employees working at the bus garage and in the maintenance department shall work ten (10) hours each day from Monday to Thursday commencing the first entire week following Canada Day until the last entire week prior to the fall commencement of the school year. Notwithstanding Article 11.03 "Overtime Defined", overtime provisions shall not apply during summer hours until after ten (10) hours in a day or forty (40) hours in a week. Each full time employee shall receive credit for eight (8) hours of work for Saskatchewan Day.
- b) Executive Assistants at the bus garage shall have the option of the above schedule upon mutual agreement.

#### **11.09 Summer Hours for Caretaking Employees**

Caretakers may choose to work ten (10) hours each day from Monday to Thursday commencing the first entire week following Canada Day until the last entire week prior to the fall commencement of the school year. Notwithstanding Article 11.03 "Overtime Defined", overtime provisions shall not apply for those caretaking employees who choose to work summer hours until after ten (10) hours in a day or forty (40) hours in a week. Each full time employee shall receive credit for eight (8) hours of work for Saskatchewan Day.

#### **11.10 Supervision**

- a) Employees who provide supervision for designated students during recess breaks shall be entitled to a rest period before or after supervision. Unless agreed to by the employee and their supervisor, rest periods shall not be taken the first 15 minutes or the last 15 minutes of the work day.
- b) Time worked providing before school, lunch or co-curricular supervision with designated students shall normally be allotted from an educational associate's six (6) hour day and 1110 hours school year. (1128 hours effective 2014-15 school year)
- c) When support staff is required to do general noon supervision due to low staff numbers they shall be paid their regular rate of pay.
- d) Educational Associates shall not be required to perform general supervision before/after school or during recess.

### **11.11 Temporary Pay for Work in a Higher Classification**

- a) The Employer and the Union agree to the creation of a list of qualified employees within the same work site who may be selected in order of seniority.
- b) In the event of a vacancy or absence in a higher paid classification, the employer will shall assign the most senior employee from the list of qualified employees within the same work site and job classification to temporarily work in the higher paid classification.
- c) If the most senior employee, refuses or is unavailable or unable to take the position the employer shall then follow the designated list until a replacement is found. In the event that no replacement is found, the most junior employee on that list shall be assigned.
- d) The employee shall be paid at the first increment level of the higher classification that provides an increase to the employee's normal rate of pay.

### **11.12 Building Inspection**

Caretakers required to provide a weekend building inspection shall be paid forty dollars (\$40.) for each inspection or the caretaker may choose to take three (3) hours time in lieu for each inspection. Caretakers providing weekend building inspection shall be paid for mileage in accordance with Article 19.03 "Travel Allowance".

### **11.13 Call Back**

- a) Employees shall be paid three (3) hours at overtime rates for each occasion the employee is called back to duty whether or not the employee is required to be on duty for the full three (3) hours.
- b) Employees who choose to take time off in lieu shall receive it in accordance with Article 11.04 c) "Time in Lieu of Overtime Pay" but in any event shall receive a minimum of four and one-half (4.5) hours time in lieu.
- c) Employees called back on a public holiday shall be compensated in accordance with Article 11.04 b) "Compensation for Work on a Public Holiday".

### **11.14 Standby**

Standby assignment shall mean a period during which the employee is not on regular duty and must be available to respond to return to duty. Employees utilized for standby shall be assigned such duties on a rotational basis.

- a) An employee on standby assignment shall be paid at the rate of:
  - i) Daily Premium pay of \$1 per hour will be paid from the end of the employee's regularly scheduled work day and continue until the start of the employee's regularly scheduled work day.
  - ii) Weekend Premium pay of \$2 per hour will be paid from the end of the employee's regularly scheduled work week and continue until the start of the employee's regularly scheduled work week.
  - iii) Holiday Premium pay of \$3 per hour shall be paid if the Standby occurs during a public holiday in accordance with Article 13.01 a) Public Holidays.
  
- b) The standby payment shall be in addition to any call back payment.

**11.15 Professional Development**

The Employer shall provide funding to assist in paying part of the cost for employees to attend professional development activities. The fund is to be accessible at the school or office level and the goals of the employee who is seeking the funds shall align with the goals of the School Division. Allocation of the funds shall be determined by the principal or immediate supervisor, however each school shall receive a minimum funding allocation of seventy-five dollars (\$75.00) per educational associate as of September 1 of the school year.

**11.16 Professional Dues**

The Employer shall reimburse or pay directly any professional dues and or professional license fees required by Employees in the performance of their duties. Any new fee structures that do not exist at the effective days of this agreement shall require prior approval of the Superintendent of Human Resources before being included under this provision.

**11.17 Administering Medication to Students**

The Employer provides liability insurance for employees who administer medication and medical treatments to students in accordance with Section 85 of The Education Act, 1995 and the Employer's Administration Policy 413. The Employer agrees to provide Section 85 of The Education Act, 1995 and the Employer's Administration Policy 413 to employees who administer medication and medical treatments to students.

**11.18 Vehicle Cleaning and Repair**

Upon submission of a written receipt, an employee shall be reimbursed for the repair or cleaning of the employee's vehicle due to damage or soiling caused by a student during transportation.



## **ARTICLE 12 – VACATION**

### **12.01 a) Length of Vacation**

Twelve (12) month employees shall be granted annual vacations with pay as follows:

- i) after one (1) year of service 3 weeks vacation
- ii) after eight (8) years of service 4 weeks vacation
- iii) after sixteen (16) years of service 5 weeks vacation
- iv) after twenty-four (24) years of service 6 weeks vacation

### **b) Vacation pay**

Vacation pay will be calculated and paid monthly to all 10-month employees in accordance with Article 12.01 a) "Length of Vacation".

### **12.02 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.

### **12.03 Scheduling of Vacation Period**

- a) The normal vacation period for twelve (12) month employees is during July and August when schools are not in session. Vacations to be taken during the normal vacation period shall be arranged with the employee's immediate supervisor.
- b) Notwithstanding the above, twelve (12) month employees may be permitted to take vacations at other times during the year. Requests for vacation under this Article shall be made to the appropriate manager or superintendent.

## **ARTICLE 13 – PUBLIC HOLIDAYS**

### **13.01 Public Holidays**

- a) The Employer recognizes the following as paid holidays for twelve (12) month employees:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day and any other day

proclaimed as a holiday by the dominion, provincial, or municipal government.

- b) The Employer recognizes the following as paid holidays for ten (10) month employees:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day and any other day proclaimed as a holiday by the dominion, provincial, or municipal government.

- c) Where a public holiday falls on an employee's day off or during an employee's annual vacation period, another day off with pay shall be granted in lieu of the holiday. Such a day is to run continuously with the employee's regular days off or immediately preceding or following the annual vacation period and shall be treated as the Public Holiday for the purpose of this Agreement.

## **ARTICLE 14 – SICK LEAVE PROVISIONS**

### **14.01 Definition**

- a) 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, 1979 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 assign any such payments to the Employer.
- b) Where a medical, chiropractor, or dentist appointment for the employee 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 sick leave entitlement identified in Article 14.02 entitled "Entitlement".
- c) Where an employee's immediate family member, as defined in Article 16.04 a) "Compassionate Leave", is ill and no other family member is available, the employee may use up two (2) days with pay taken from the employee's sick leave accumulation per school year.

### **14.02 Entitlement**

When applicable, sick leave with or without pay shall be utilized by an employee to cover the one hundred and five (105) day elimination period of the Long Term Disability (LTD) benefit plan. Should an employee's application for LTD benefits

be declined, access to sick leave would still be applicable subject to Article 14.04 "Proof of Illness".

#### **14.03 Maximum Accumulation**

- a) Each employee shall be entitled to sick leave in the amount of two (2) days for each month employed.
- b) The unused portion of an employee's sick leave shall accumulate to a maximum of one hundred and eighty (180) days.

#### **14.04 Proof of Illness**

An employee may be required to provide a medical certificate after five (5) consecutive sick days. The Employer may require a second medical opinion from a medical practitioner at the Employer's expense.

#### **14.05 Sick Leave Records**

The Employer shall keep a sick leave record and a statement of accumulated sick leave credits shall be included on each employee's monthly pay stub.

#### **14.06 Duty to Accommodate**

The Duty to Accommodate within the workplace is a shared responsibility between the employer, the Union and the Employee.

The employer and the Union agree to make every reasonable effort, short of undue hardship, to provide suitable modified employment to Employees who are temporarily or permanently unable to return to the regular duties of their position as a consequence of a medically documented disability.

In circumstances where a member of the bargaining unit requires an accommodation, the Employer, the Union and the Employee involved shall meet to determine how the accommodation and/or re-integration can be accomplished.

The Employee and the Union Representative who attend an accommodation meeting shall be released from duty without loss of pay or benefits.

### **ARTICLE 15 – HEALTH AND SAFETY**

#### **15.01 Cooperation 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 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 employee's responsibility to take reasonable care to protect his or her health and safety and the health and safety of students and of other employees who may be affected by his or her acts or omissions.

#### **15.02 Occupational Health and Safety Act and Regulations**

The current *Occupational Health and Safety 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.

#### **15.03 Occupational Health Committee**

An Occupational Health Committee, as provided by *The Occupational Health and Safety Act* and Regulations made thereunder, shall be implemented.

#### **15.04 Occupational Health Committee Pay Provisions**

The Occupational Health Committee shall hold regular meetings or as requested by the Union or the Employer to deal with all unsafe conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of minutes of all Committee meetings shall be sent to the Employer and to the Union and the minutes of Committee meetings will be posted on designated bulletin boards.

#### **15.05 Safety Measures**

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

#### **15.06 Training of Workers**

- a) The Employer shall ensure that a worker is trained in all 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.
- b) The training required must include:
  - i) procedures to be taken in the event of a fire or other emergency;
  - ii) the location of first aid supplies;
  - iii) identification of prohibited or restricted areas;
  - iv) precautions to be taken for the protection of the worker from physical, chemical or biological hazards;

- v) any procedures, plans, policies and programs that the Employer is required to develop pursuant to *The Occupational Health and Safety Act* or any regulations made pursuant to the Act that apply to the worker's work at the place of employment; and
  - vi) any other matters that are necessary to ensure the health and safety of the worker while the worker is at work.
- c) The Employer shall ensure that the time spent by a worker in the above training is credited to the worker as time at work, and that the worker does not lose pay or other benefits with respect to that time.
- d) The Employer shall ensure that no worker is permitted to perform work unless the worker:
  - i) has been trained and has sufficient experience, to perform the work safely and in compliance with *The Occupational Health and Safety Act and Regulations*, or
  - ii) is under close and competent supervision.

#### **15.07 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 *Regulations to the Occupational Health and Safety Act, 1993* 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".
- c) The Employer will maintain and implement a policy on violence that includes education, training and procedures for resolving situations that occur.
- d) Principals and supervisors are to provide full information to employees who work in settings where they could be at a higher risk of violence.
- e) The Employer will intervene and take supportive and appropriate action when any acts of violence, threats or intimidation occur.
- f) Grievances related to violence shall be dealt with in a way that respects the confidentiality of all parties but recognizes the principles of fairness and justice.

## **ARTICLE 16 – LEAVES OF ABSENCE**

### **16.01 Union Leave**

- a) An employee who is elected or selected for a full-time position with the Union shall be granted leave of absence for a period of up to one calendar year. Upon the request of the Union, such leave shall be renewed or extended by the Employer for a period of time not exceeding one (1) additional calendar year. The employee shall receive pay and benefits as provided in this Agreement, but the Union shall reimburse the Employer for all pay and benefits during the period of absence.
- b) Except by mutual agreement, no more than one employee from the school division shall be on leave of absence for a full-time Union position.
- c) Upon request in writing to the Superintendent of Human Resources, employees appointed or elected by the Union to participate at Union Conventions or Workshops shall be permitted, after receiving authorization from the Superintendent, to attend such convention or workshop. This authorization shall not be arbitrarily withheld but the Superintendent may take into account staffing needs in a particular school or department. The Union shall reimburse the Employer for all wages and benefits paid to the employee by the Employer during such leave.

### **16.02 General Leave**

Leave of absence for personal reasons without pay and without loss of accrued benefits for a maximum of one (1) calendar year may be granted by the Employer. Such request shall be submitted in writing to Human Resources or designate at least ten (10) working days prior to the initial date of the requested leave.

### **16.03 Pressing Emergency Leave**

- a) Special leave with pay shall be granted to employees for the purposes of responding to an event outside the control of the employee. This unexpected event requires an immediate response so as to ensure the safety of family, community members and/or property.
- b) An employee shall be granted up to a maximum of three (3) days annually with pay to attend to pressing necessity.
- c) Examples of a pressing necessity include, but are not limited to, the following:
  - i) Road closure
  - ii) Natural disaster
  - iii) Accident

- iv) Home emergency
- v) Community Emergency Service

*Note: Employees should inform their in-school administrator if they are a member of a 1<sup>st</sup> Responder team, local fire department or other community emergency team.*

#### **16.04 Compassionate Leave**

- a) During any school year the employer shall grant one (1) day leave with pay to provide emergency care for the employee's child, spouse, grandchild or parent.
- b) In the event of life threatening illness or death of a family member as defined to include a legal or common law spouse, a child of the employee or the employee's spouse, a parent, a spouse of a parent, a sibling, grandparent, grandchild, in-law, aunt, uncle, niece, nephew, foster parent, ward, guardian, or a person who considers the claimant to be like a family member leave with pay shall be granted up to a maximum of five (5) working days. The Employer may require an employee to provide, as soon as reasonably possible, a medical certificate verifying a life threatening illness.
- c) In the event of an employee attending a funeral of someone other than relatives listed in Article 16.04 a), the immediate supervisor shall grant leave with pay up to one (1) day.
- d) One additional day shall be granted when travel beyond eight hundred (800) kilometres round trip is required.
- e) The Superintendent responsible for the school or department may, upon written request, grant additional compassionate leave with or without pay.

#### **16.05 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 Court above actual expenses shall be repaid to the Employer up to the maximum of salary involved for the period of absence.

#### **16.06 Public Duty Leave**

The Employer agrees to comply with the applicable provisions of *The Labour Standards Act* with respect to employees requesting leave of absence to seek nomination or election to public office.

### **16.07 Personal Leave**

Permanent employees shall be granted one (1) day of personal leave with pay per school year to be taken at a mutually agreed to time between the employee and the immediate supervisor. A maximum of one (1) personal leave day may be carried over to the following year. Personal Leave days shall not be paid out.

### **16.08 Educational Leave**

#### **a) Required Courses**

Where an employee is required by the Employer or by legal requirement to take a 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 his regular or average day's pay or by mutual agreement receive time off in lieu. The employee will be paid for any travel time in addition to the employee's regular workday. The Employer shall pay all costs of instruction and instructional material, and any additional expenses incurred by the employee. Except where transportation is provided by the Employer, this will include the per kilometre rate established by the Board, from the employee's regular place of work to the place of instruction, and where reasonable efforts have been made to share travel arrangements.

#### **b) Employee Requested Courses**

Where an employee requests attendance at a course or workshop, the Employer may grant leave with or without pay for such purpose. The Employer may pay the cost of instruction and instructional material. The Employer may also grant additional expenses incurred by the employee.

### **16.09 Compassionate Care Family Leave**

- a) Upon request, employees shall be granted a leave of absence without pay of up to eight (8) weeks to care for a family member who is gravely ill and at risk of dying within twenty-six (26) weeks. 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) Family member is defined to include a legal or common law spouse, a child of the employee or the employee's spouse, a parent, a spouse of a parent, a sibling, grandparent, grandchild, in-law, aunt, uncle, niece, nephew, foster parent, ward, guardian, or a gravely ill person who considers the claimant to be like a family member.



- 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.

#### **16.10 Negotiation Leave**

If the negotiating committees agree to meet to conduct negotiations during working hours, the Employer will provide leave with pay for a maximum of five (5) employees for the time spent in negotiations.

#### **16.11 Graduation Leave**

- a) Employees shall be granted one day for the Grade 12 or post-secondary graduation or convocation of an immediate family member. For the purposes of this article, immediate family is defined as child, spouse, grandparent, grandchild, parent or self.
- b) One additional day shall be granted when travel beyond eight hundred (800) kilometers round trip is required.

#### **16.12 Provision of Pension and Benefits During Leaves of Absence**

- a) Subject to the qualifying provision of the pension plan, an employee on leave under Article 16 Leaves of Absence and Article 17 Maternity, Parental and Adoption Leave may elect to buy back 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 upon their return to work.
- b) Subject to the qualifying provision of the pension plan, an employee on leave under Article 14 Sick Leave Provisions may elect to maintain pension contributions for the period in which they normally would have been employed, by paying the employee's share of the contributions during the leave or buying back the time at the conclusion of the leave.
- c) For unpaid leaves of more than thirty (30) days, an employee on leave under Articles 14 Sick Leave Provisions and Article 16 Leaves of Absence

may elect to continue their employee benefit plan by paying both the employee's and the employer's share of the premium.

- d) All contributions during the leave shall be submitted to the employer by post-dated cheques or lump sum payment no later than thirty (30) days from the start of the leave, or benefits shall be terminated.

## **ARTICLE 17 – MATERNITY, PARENTAL AND ADOPTION LEAVE**

### **17.01 General Provisions for Maternity, Parental and Adoption Leave:**

- a) 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.
- b) While on maternity, adoption or parental leave, an employee shall accrue service for purposes of vacation entitlements, but no vacation credits will accumulate during the leave.
- c) Seniority shall continue to accrue during the full period of all maternity, adoption or parental leaves.
- d) The employee shall suffer no loss of benefit entitlement accrued prior to the commencement of maternity, parental or adoption leave. The Employer will pay the entire cost of benefit premiums for those benefits provided in Article 24.03 "Employee Benefit Plan" while employees are on maternity, adoption or parental leave.
- e) While on maternity, adoption or parental leave, sick leave benefits will not accumulate.
- f) 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.
- g) Extensions may be granted by mutual agreement of the Employer and the employee under Article 16.02 "General Leave". However, the maximum combined leave that will be granted under Article 17 "Maternity, Parental and Adoption Leave" shall not exceed twelve (12) months.
- h) Notice of intention to return to work or a request for change in the length of the maternity, adoption or parental leave must be forwarded to the appropriate Superintendent, in writing, at least four weeks prior to the expiration of such leave.

- i) On return from maternity, adoption or parental leave, an employee shall, if possible, be placed in the employee's former position at the current rate of pay. If an employee returns to a position which has been reclassified upward, the employee shall be placed in the new classification.

**17.02 Maternity Leave:**

- a) An employee:
  - i) who is currently employed and has been in the employment of the Employer for a total of at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence, and
  - ii) who provides to her appropriate superintendent, no later than four (4) weeks prior to the date on which she intends to commence the leave, her written request for maternity leave, which must include a medical certificate from a qualified medical practitioner certifying that she is pregnant and estimating the date of birth, will be entitled to maternity leave without pay.
- b) Maternity leave may commence any time during the twelve (12) weeks preceding the estimated date of birth.
- c) Maternity leave may be for a period of up to eighteen (18) consecutive weeks.
- d) Employees who are eligible for maternity leave shall be entitled to thirty-four (34) consecutive weeks of parental leave.
- e) Employees who are not eligible for maternity leave are entitled to thirty-seven (37) consecutive weeks of parental leave.

**17.03 Adoption Leave:**

- a) An employee who is adopting a child shall, upon written request, be granted leave with pay for a period of one (1) day to meet the legal requirements to adopt a child and one (1) day to take custody of the child. If applicable, an employee shall be granted leave with pay for a period of one (1) day to be present at the birth of the child to be adopted.
- b) The Employer may grant additional leave with or without pay should circumstances warrant.
- c) An employee:

- i) who is currently employed and has been in the employment of the Employer for a total of at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence, and
  - ii) who notifies the appropriate Superintendent of the intention to adopt as soon as is reasonably possible after the approval of the adoption has been granted, and
  - iii) who provides the appropriate Superintendent with as much notice as possible as to the commencement date of the leave, will be entitled to adoption leave without pay.
- d) Adoption leave may be for a period of up to eighteen (18) consecutive weeks.
- e) Employees who are eligible for adoption leave shall be entitled to thirty-four (34) consecutive weeks of parental leave.
- f) Employees who are not eligible for adoption leave are entitled to thirty-seven (37) consecutive weeks of parental leave.

**17.04 Parental Leave:**

- a) Upon request to the appropriate Superintendent, an employee shall be granted parental leave of one (1) day with pay for the purpose of attending at the birth of the employee's child and one (1) day with pay for assisting the employee's spouse and child on return home from the hospital.
- b) The Employer may grant additional leave with or without pay should circumstances warrant.
- c) An employee:
  - i) who is currently employed and has been in the employment of the Employer for a total of at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence, and
  - ii) who makes written request to the appropriate Superintendent, will be eligible for parental leave without pay.
- d) Employees who are eligible for maternity or adoption leave shall be entitled to thirty-four (34) consecutive weeks of parental leave.

- e) Employees who are not eligible for maternity or adoption leave are entitled to thirty-seven (37) consecutive weeks of parental leave.
- f) Parental leave may only be taken during the twelve (12) weeks before the estimated date of birth or the estimated date on which the child is to come into the employee's care, as the case may be, or during the fifty-two (52) weeks following the actual date of birth or the actual date on which the child comes into the employee's care.
- g) An employee who wishes to take leave pursuant to Article 17.02 and also under Article 17.04 shall take the two leaves consecutively.

## **ARTICLE 18 – SUPPLEMENTAL EMPLOYMENT BENEFITS PLAN**

### **18.01 General Provisions**

In recognition that there will be a health related portion of every maternity leave during which a woman will be medically unfit for duty 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 in accordance with the registration requirements of the Benefits Program, Canada Employment and Immigration.

#### **1. Entitlement**

For the purposes of this Article a woman is deemed to be medically unfit for duty for health related reasons due to pregnancy, delivery or post-delivery, for a period commencing on the estimated date of birth or the date of delivery, whichever is earlier, as certified by a qualified medical practitioner:

- a) An employee shall be eligible for SEB Plan benefits if she is:
  - i) medically unfit for duty as an employee for health related reasons due to pregnancy, delivery or post delivery; and
  - ii) in receipt of Employment Insurance benefits or serving the two-week waiting period
  - iii) on maternity leave.
- b) Every employee who is eligible for SEB Plan benefits, in accordance with 1a) Entitlement, shall be entitled to such benefits for a period commencing the estimated date of birth or the date of delivery, whichever is earlier, without being required to provide medical evidence.

2. The maximum time to be used in determination of benefit is seventeen (17) weeks.
3. Privacy of Personal Information
  - a) The collection, use, disclosure, storage and retention of personal information for purposes of this Article must comply with the principles of privacy and with the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act*.
  - b) Personal medical information collected for the purposes of Article 18 should not be retained in the personnel file. The separate employee-specific medical file should be maintained by, and accessible to, the employee and the designated official only.
4. Such information should be retained and destroyed in accordance with the principle that personal information is destroyed when it is no longer required for the purposes for which it was collected.
5. Administration of SEB Plan
  - a) An employee shall apply to the Employer for SEB Plan benefits using Form 1 of the Application.
  - b) On delivery of the child, an employee shall submit to the school division Form 2 – Confirmation of Delivery
6. The employee shall submit Form 1 and 2 no later than one hundred and twenty (120) days following the birth of her child. It is preferred that Form 1 accompany the notice of intention to take maternity leave.
7. The Employer shall administer the application in a timely fashion and shall commence payment of benefits in accordance with the Agreement. Upon receipt of the application the claim shall be approved within fourteen (14) days.
8. Calculation and Payment of Benefits
  - a) For the period of eligibility, as determined in 1.a) Entitlement, the Employer shall pay to the employee the amount required on a weekly basis to supplement the employee's Employment Insurance benefit to 95% of her salary entitlement.

- b) The employee's weekly salary entitlement shall be calculated as follows:

$$\frac{5 \times \text{Rate of salary in effect}}{\text{Number of work days in the year}}$$

- i) Benefits under the provisions of this Article shall be payable in respect of the number of work days and hours of work prescribed by the Agreement.
- ii) 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.
- iii) The Employer will pay the entire cost of employee benefit premiums for those benefits provided in Article 24.03 "Employee Benefits Plan" while employees are receiving SEB Plan benefits.
- iv) Employees on maternity leave are entitled to accumulate sick leave and vacation credits only during the time they are in receipt of SEB Plan benefits.

## **ARTICLE 19 – PAYMENT OF WAGES AND ALLOWANCES**

### **19.01 Pay Days**

- a) The Employer shall pay employees by electronic deposit on or before the twenty-fifth (25<sup>th</sup>) day of each month.
- b) Pay days for substitute employees shall be on or before the 10<sup>th</sup> of every month.
- c) December salary shall be paid the last teaching day of that month.
- d) Wages are paid in accordance with Schedule "A" "Rates of Pay".
- e) On each pay day, each employee shall be provided with an itemized statement of pay and other supplementary pay, and deductions.

### **19.02 Increments**

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

**19.03 Travel Allowance**

Employees shall be paid a travel allowance at Board rates in accordance with Employer procedures.

**19.04 Swim Suit Allowance**

Those employees who are required to work with a designated student on a regular basis, in the therapeutic pool facility approved by the Employer will be reimbursed up to eighty (\$80.00) dollars upon submission of receipts after six (6) months of performing those duties in a school year.

**19.05 Boot Allowance (Effective September 1, 2013)**

- a) Upon submission of receipt to Human Resources, Technicians, Head Technician, Maintenance and Journeypersons shall be reimbursed the cost of CSA Safety approved boots to a maximum of one-hundred and fifty (\$150) dollars per year.
- b) Upon submission of receipt to Human Resources, caretakers shall be reimbursed the cost of appropriate work footwear to a maximum of one hundred dollars (\$100) per year (prorated as per their FTE).

**ARTICLE 20 – JOB CLASSIFICATIONS AND RECLASSIFICATIONS**

**20.01 Job Descriptions**

The Employer shall through consultation with the Union create job descriptions for classifications covered by this Agreement.

**20.02 No Elimination of Present Positions**

The Union shall be consulted by the Employer prior to the elimination of existing positions or the creation of new positions.

**20.03 Changes in Positions**

Where the Union contends an employee is incorrectly classified or when a position not covered in Schedule “A” is established during the term of this Agreement, the rate of pay shall be subject to negotiation. If the parties are unable to agree on the new position and/or 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 of the reclassification.

**ARTICLE 21 – TERM OF AGREEMENT**

**21.01 Duration**

This Agreement shall be effective from September 1, 2012 and shall remain in force until and including August 31, 2016 and from year to year thereafter unless written notice is given as provided in Article 21.02 “Written Notice”.



## **21.02 Retroactivity**

- a) In lieu of retroactivity for the 2012-13 school year, all current employees will receive a one-time payment as follows:
  - i) \$500 for employees working 1.0 FTE
  - ii) \$300 for employees working greater than .50 FTE but less than 1.0 FTE and bus drivers
  - iii) \$100 for employees working .50 FTE or less
- b) Salary retroactivity will be to September 1, 2013.
- c) All other items will be effective at date of signing unless otherwise stated in the agreement.

## **21.03 Written Notice**

Either party may, not less than thirty (30) calendar days nor more than one hundred and eighty (180) 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.

## **ARTICLE 22 – GENERAL**

### **22.01 Communication**

- a) **Correspondence**  
Correspondence between the parties arising out of the Agreement shall pass to and from the Superintendent of Human Resources and the Union President unless otherwise specified in the Agreement. It is understood that the majority of correspondence between the Union and the Employer will be electronic.
- b) **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 designated bulletin boards.
- c) **New Employees and Copies of Agreement**
  - i) The Employer agrees to advise new employees with the terms of Article 4.01 "Union Security" and Article 5.01 "Dues Check-Off" of the Agreement.

- ii) A Representative of the Union shall be given an opportunity to interview each new member within regular working hours, at a mutually agreed time of the Employee and the Employer within the first month of employment without loss of pay for a maximum of fifteen (15) minutes for the purpose of acquainting the new Employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union. The Employer shall provide a copy of the Collective Agreement in force to the Employee at the time of hire.

## **22.02 Labour Management Committee**

- a) The Labour Management Committee shall consist of up to four (4) Union representatives and up to four (4) Employer representatives. An Employer representative and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- b) The Labour Management Committee shall meet at least twice a year with the objectives of achieving an improved employee and Employer relationship and a more effective and efficient work environment.
- c) The Labour Management Committee shall not have jurisdiction over wages or any matter of collective bargaining. The Committee shall not supersede the activities of any committee of the Union or the Employer. The Committee shall have the power to make recommendations to the Union and the Employer.
- d) Union representatives on the Labour Management Committee shall receive full pay and benefits for time spent in meetings of the Committee.

## **22.03 Extra-curricular**

The PSSD and CUPE Local 4254 recognize that extra-curricular activities are valued learning opportunities beneficial for all students.

- a) Extra-curricular supervision shall be defined as supervision of and planning for approved voluntary student activities provided outside of the regular instructional classroom program.
- b) Extra-curricular and overnight supervision activities to be offered will be locally determined and approved by the superintendent.
- c) Employee involvement in extra-curricular activities is voluntary and requires the consent of the employee.

- d) Employees who provide extra-curricular supervision shall receive compensation in the same manner as afforded to our teachers in the LINC Agreement.
- e) Extra-curricular or overnight supervision compensation is earned in twenty-five (25) hour increments. An employee shall be compensated in one of the following ways:
  - i) An employee shall receive one-half (1/2) earned day off for each twenty-five (25) hour increment, to a maximum of two (2) full days.
  - ii) An employee shall receive the minimum sub pay rate for each half day earned. For clarification, the sub rate is the casual rate of pay for the applicable employee group.
  - iii) An employee providing overnight supervision of students will be compensated at eight (8) hours per night.
- f) Extra-curricular hours and overnight supervision hours are to be submitted to the in-school administrator on a regular basis. Once submitted, time off may be taken as earned throughout the school year.
- g) Earned days off are to be scheduled in consultation with the principal or the immediate supervisor.
- h) Earned days off from one school year may be carried over for one year.

## **ARTICLE 23 – PRESENT CONDITIONS AND BENEFITS**

### **23.01 Present Conditions to Continue**

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed or possessed insofar as they are consistent with this Agreement and the stated values in Board policy but may be modified by mutual agreement between the Employer and the Union.

### **23.02 Continuation of Rights and Benefits in Amalgamations and Mergers**

If there is an amalgamation, annexation or merger of the Employer, the Agreement shall remain valid.

## **ARTICLE 24 – BENEFITS**

### **24.01 Pension Plan**

The Employer and the employees will participate in the Municipal Employees' Pension Plan in accordance with the provisions of The Municipal Employees' Pension Act.

### **24.02 Workers' Compensation Pay Supplement**

Where an employee is absent from work for medical reasons due to an accident, and is eligible for income replacement benefits pursuant to The Workers' Compensation Act, the Employer shall pay to the employee their regular salary to a maximum period of two (2) years. The employee will arrange with the Workers' Compensation Board to have their payments made directly to the Employer.

### **24.03 Employee Benefit Plan**

- a) The Employer shall implement the SSBA Benefits Plan for all employees except those listed in Article 24.03 b) as follows:

#### **Benefit Premium**

- Life Insurance Plan B (50% - 50%)
- Accidental Death, Disease & Dismemberment (50% - 50%)
- Long Term Disability Plan C (50% - 50%)
- Dental Care Plan C (50% - 50%)
- Extended Health Plan B (50% - 50%)
- Vision Care Plan B (50% - 50%)
- Employee Family Assistance Plan 100% Employer)

Such that the premiums for the employee benefits plan shall be shared on a 50 - 50 basis between the employee and the Employer except for the Employee Family Assistance Plan where the Employer shall pay 100% of the premium.

- b) The Employer shall implement the SSBA Benefits Plan for employees at the bus garage, central office and maintenance departments as follows:

#### **Benefit Premium**

- Life Insurance Plan B (100% Employer)

- Accidental Death, Disease & Dismemberment (100% Employer)
- Long Term Disability Plan C (100% Employer)
- Dental Care Plan C (100% Employer)
- Extended Health Plan B (100% Employer)
- Vision Care Plan B (100% Employer)
- Employee Family Assistance Plan (100% Employer)

**24.04 License Renewal, Examination and Medical Costs**

The Employer shall be responsible for the cost of an initial medical and endorsement examination and once for each subsequent renewal upon submission of receipts for bus drivers and technicians. The Employer shall reimburse bus drivers and technicians upon submission of the driver’s license renewal on an annual basis to a maximum of twenty-five dollars (\$25). The Employer shall ensure that a bus is available for an endorsement examination.

**24.05 Retroactive Pay for Terminated Employees**

An employee who has served his or her employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages or other perquisites.

**ARTICLE 25 – BUS DRIVERS**

**25.01 General Responsibilities**

The general responsibilities of a driver include:

- a) from the bus’s home base 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 and 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; and
- c) time for cleaning, warm up, circle check, fuel up and completion of the log book.

- d) Bus drivers who take their buses home will be paid mileage from their home.

### **25.02 Approved Drivers**

- a) The regular driver shall select a spare driver for a period of up to and including five (5) working days. If a spare driver cannot be arranged by the regular driver, the regular driver shall inform the Conveyance Manager or designate.
- b) If a spare driver cannot be arranged by the regular driver (i.e. Illness, compassionate), the regular driver shall inform the Conveyance Manager or designate. The Conveyance Manager or designate shall select the spare driver.
- c) The bus driver shall inform the Conveyance Manager of any absences as soon as reasonably possible.

### **25.03 Bus Wash and Cleaning**

The Employer will provide cleaning supplies including CSA approved gloves and safety glasses to bus drivers and the Employer will reimburse bus drivers for the cost of washing buses.

### **25.04 Bus Driver Allowances**

- a) Authorized Plug-ins Per Year: \$200. Rates shall increase as per SaskPower rates effective the month following the increase.
- b) Annual Bus Pick Up and Drop Off: regular per kilometre rate, minimum of 3 hours at minimum wage.
- c) Bus Servicing Trip: regular per kilometre rate plus wait time, minimum of 3 hours at minimum wage.
- d) Wheelchair Service: \$7.00 per student per day.
- e) Wait Time: minimum wage.

### **25.05 Charters**

- a) A charter trip includes but is not limited to:
  - i) extra-curricular (i.e. Sports, Band)
  - i) practical and applied arts
  - iii) work experience
  - iv) co-curricular (i.e. Therapeutic/recreational swim program, riding program)

The parties agree that the Employer is not precluded from the occasional hire of private transportation and/or obtaining volunteer drivers, in accordance with Article 25.05 a) when coordinated at the school level.

- b) Charters shall be assigned on a rotational basis of those drivers wishing to be included on charter call-out list.
  - i) The charter call-out list shall be generated from those drivers who have indicated their availability at the start of the school year and shall be listed alphabetically by surname.
- c) Charter Allowances
  - i) drivers shall be paid the charter base rate for the first three hours plus the charter kilometre rate of .239
  - ii) any hours above the three hours shall be paid at the standby rate of current minimum wage
  - iii) drivers will be paid their expenses as per Board approved rates when they must remain overnight on an extra-curricular or co-curricular trip
  - iv) drivers who transport students in wheelchairs shall receive additional compensation per wheelchair per day as outlined in Article 25.04.

## **ARTICLE 26 – APPRENTICESHIP**

26.01 The Board may designate apprenticeship positions at any time and in certain trades if a Journeyperson posting cannot be filled either internally or externally. The minimum level to be considered by the Board will be second year apprentices.

- a) Apprentice employees shall be hired in accordance with Article 9.01 and shall be entitled to the same rights and benefits as other permanent employees.
- b) As a requirement to entering an apprenticeship program, the employee and the Employer must follow all items within *The Saskatchewan Apprenticeship and Trade Certification Act*.
- c) Copies of this contract shall be forwarded to the Union, the Employer and the apprentice.

26.02 Apprentice employees, approved under the provisions of *The Saskatchewan Apprenticeship and Trade Certification Act*, shall receive:

- Second year apprentice – 70% of journeyperson wage as outlined in Schedule A
- Third year apprentice – 80% of journeyperson wage as outlined in Schedule A
- Fourth year apprentice – 90% of journeyperson wage as outlined in Schedule A

26.03 When an apprentice employee is required to complete technical training, the employee shall submit a leave request to Human Resources for approval for an unpaid leave of absence.

a) Supplementary Employment Benefits (SEB)

- Verification that the employee has applied for and is in receipt of Employment Insurance (EI) benefits will be made before SEB payments are paid.
- The period an apprentice employee is eligible for the SEB plan benefits under 'Apprentice Employees' will be as outlined by *The Saskatchewan Apprenticeship and Trade Certification Act* up to a maximum of 10 weeks.
- The amount of SEB Plan benefits provided shall be the amount required to supplement the employee's Employment Insurance benefits to 95% of their salary entitlement, subject to the usual deductions required.

26.04 Where an individual employed under the Program has not achieved minimum trade standards or requirements, the contract will be terminated.

a) The term may be extended if the failure is due to extenuating circumstances.

b) An employee who transfers into an apprenticeship position and who is unable to achieve the minimum trade standards or requirements, shall be placed in a position within their former job classification.

c) Reasons for termination will include but is not limited to:

- i) Failure to obtain a final passing grade at any level of trade certification training program on the second attempt.



- ii) Failure to obtain a final passing grade at the Journeyperson Trade examination on the second attempt.
- iii) Failure to be awarded Journeyperson Trade status upon completion of all formal trade requirements.

## **ARTICLE 27 – EDUCATIONAL ASSOCIATES**

- a) Educational Associates who have completed provincially recognized programs such as:

- Educational Assistant
- Rehabilitation Worker
- Youth Care Worker
- Early Childhood Education
- Recreation Technology
- Nursing
- Licensed Practical Nurse
- Home Care/Special Aid
- Bachelor or Diploma of Social Work
- Any other university Bachelor degree

shall be classified and paid at the Educational Associate II Level in Schedule “A” Rates of Pay of the Agreement.

- b) Employees who have other post-secondary educational qualifications may have their qualifications reviewed by the Superintendent of Human Resources for possible reclassification to Educational Associate II.

**SCHEDULE A**  
**RATES OF PAY**  
**September 1, 2012 to August 31, 2016**

Position	Current	Sep-12		Sep-13		Sep-14		Sep-15		
		Daily	Monthly	Daily	Monthly	Daily	Monthly	Daily	Monthly	
<b>Bus Driver</b>	<b>1</b>	51.27	\$ 51.27 \$ 948.50	\$ 52.30	\$ 967.46	\$ 52.82	\$ 977.14	\$ 53.87	\$ 996.68	
	<b>2</b>	53.60	\$ 53.60 \$ 991.60	\$ 54.67	\$ 1,011.43	\$ 55.22	\$ 1,021.55	\$ 56.32	\$ 1,041.98	
	<b>3</b>	55.90	\$ 55.90 \$ 1,034.15	\$ 57.02	\$ 1,054.83	\$ 57.59	\$ 1,065.38	\$ 58.74	\$ 1,086.69	
	<b>4</b>	58.19	\$ 58.19 \$ 1,076.52	\$ 59.35	\$ 1,098.05	\$ 59.95	\$ 1,109.03	\$ 61.15	\$ 1,131.21	
Mileage	0.1158	\$ 0.1158*	\$ 0.1181*	\$ 0.1400*	\$ 0.1428*					
* per km rate, min. 105 km										
Position	Current	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	
<b>Computer Tech</b>	<b>1</b>	21.90	\$ 21.90 \$ 3,796.00	\$ 22.78	\$ 3,949.36	\$ 23.01	\$ 3,988.85	\$ 23.47	\$ 4,068.63	
	<b>2</b>	23.47	\$ 23.47 \$ 4,068.13	\$ 24.42	\$ 4,232.49	\$ 24.66	\$ 4,274.81	\$ 25.16	\$ 4,360.31	
	<b>3</b>	25.04	\$ 25.04 \$ 4,340.27	\$ 26.05	\$ 4,515.61	\$ 26.31	\$ 4,560.77	\$ 26.84	\$ 4,651.98	
	<b>4</b>	26.62	\$ 26.62 \$ 4,614.13	\$ 27.70	\$ 4,800.54	\$ 27.97	\$ 4,848.55	\$ 28.53	\$ 4,945.52	
Position	Current	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	
<b>Network Administrators</b>	<b>1</b>	23.47	\$ 23.47 \$ 4,068.13	\$ 26.44	\$ 4,582.93	\$ 26.70	\$ 4,628.76	\$ 27.24	\$ 4,721.34	
	<b>2</b>	25.02	\$ 25.02 \$ 4,336.80	\$ 27.88	\$ 4,832.53	\$ 28.16	\$ 4,880.86	\$ 28.72	\$ 4,978.48	
	<b>3</b>	26.57	\$ 26.57 \$ 4,605.47	\$ 30.77	\$ 5,333.47	\$ 31.08	\$ 5,386.80	\$ 31.70	\$ 5,494.54	
	<b>4</b>	28.12	\$ 28.12 \$ 4,874.13	\$ 32.21	\$ 5,583.07	\$ 32.53	\$ 5,638.90	\$ 33.18	\$ 5,751.68	
Position	Current	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	
<b>Library Assistant</b>	<b>1</b>	15.52	\$ 15.52 \$ 1,862.40	\$ 15.83	\$ 1,899.65	\$ 15.99	\$ 1,918.64	\$ 16.31	\$ 1,957.02	
	<b>2</b>	16.43	\$ 16.43 \$ 1,971.60	\$ 16.76	\$ 2,011.03	\$ 16.93	\$ 2,031.14	\$ 17.26	\$ 2,071.77	
	<b>3</b>	17.34	\$ 17.34 \$ 2,080.80	\$ 17.69	\$ 2,122.42	\$ 17.86	\$ 2,143.64	\$ 18.22	\$ 2,186.51	
	<b>4</b>	18.29	\$ 18.29 \$ 2,194.80	\$ 18.66	\$ 2,238.70	\$ 18.84	\$ 2,261.08	\$ 19.22	\$ 2,306.30	
Position	Current	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	
<b>EA 1</b>	<b>1</b>	15.52	\$ 15.52 \$ 1,722.72	\$ 15.83	\$ 1,757.17	\$ 15.99	\$ 1,803.53	\$ 16.31	\$ 1,839.60	
	<b>2</b>	16.43	\$ 16.43 \$ 1,823.73	\$ 16.76	\$ 1,860.20	\$ 16.93	\$ 1,909.27	\$ 17.26	\$ 1,947.46	
	<b>3</b>	17.34	\$ 17.34 \$ 1,924.74	\$ 17.69	\$ 1,963.23	\$ 17.86	\$ 2,015.02	\$ 18.22	\$ 2,055.32	
	<b>4</b>	18.29	\$ 18.29 \$ 2,030.19	\$ 18.66	\$ 2,070.79	\$ 18.84	\$ 2,125.42	\$ 19.22	\$ 2,167.93	
<b>* Yearly hours increase to 1128.</b>						*				

Position	Current	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	
<b>EA 2</b>	<b>1</b>	16.61	\$ 16.61	\$ 1,843.71	\$ 16.94	\$ 1,880.34	\$ 17.11	\$ 1,929.94	\$ 17.45	\$ 1,968.54
	<b>2</b>	17.50	\$ 17.50	\$ 1,942.50	\$ 17.85	\$ 1,981.35	\$ 18.03	\$ 2,033.61	\$ 18.39	\$ 2,074.29
	<b>3</b>	18.41	\$ 18.41	\$ 2,043.51	\$ 18.78	\$ 2,084.58	\$ 18.97	\$ 2,139.57	\$ 19.35	\$ 2,182.36
	<b>4</b>	19.36	\$ 19.36	\$ 2,148.96	\$ 19.75	\$ 2,191.94	\$ 20.05	\$ 2,261.64	\$ 20.45	\$ 2,306.87
<b>* Yearly hours increase to 1128.</b>										
Position	Current	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	
<b>Admin Assistant</b>	<b>1</b>	16.43	\$ 16.43	\$ 2,628.80	\$ 16.76	\$ 2,681.38	\$ 16.93	\$ 2,708.19	\$ 17.26	\$ 2,762.35
	<b>2</b>	17.37	\$ 17.37	\$ 2,779.20	\$ 17.72	\$ 2,834.78	\$ 17.89	\$ 2,863.13	\$ 18.25	\$ 2,920.39
	<b>3</b>	18.34	\$ 18.34	\$ 2,934.40	\$ 18.71	\$ 2,993.09	\$ 18.89	\$ 3,023.02	\$ 19.27	\$ 3,083.48
	<b>4</b>	19.90	\$ 19.90	\$ 3,184.00	\$ 20.30	\$ 3,247.68	\$ 20.50	\$ 3,280.16	\$ 20.91	\$ 3,345.76
Position	Current	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	
<b>Assistant Caretaker</b>	<b>1</b>	14.88	\$ 14.88	\$ 2,579.20	\$ 16.50	\$ 2,860.00	\$ 16.67	\$ 2,888.60	\$ 17.00	\$ 2,946.37
	<b>2</b>	15.99	\$ 15.99	\$ 2,771.60	\$ 17.39	\$ 3,014.27	\$ 17.56	\$ 3,044.41	\$ 17.92	\$ 3,105.30
	<b>3</b>	17.11	\$ 17.11	\$ 2,965.73	\$ 18.28	\$ 3,168.53	\$ 18.46	\$ 3,200.22	\$ 18.83	\$ 3,264.22
	<b>4</b>	18.21	\$ 18.21	\$ 3,156.40	\$ 19.17	\$ 3,322.80	\$ 19.36	\$ 3,356.03	\$ 19.75	\$ 3,423.15
Position	Current	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	
<b>Head Caretaker</b>	<b>1</b>	16.43	\$ 16.43	\$ 2,847.87	\$ 18.50	\$ 3,206.67	\$ 18.69	\$ 3,238.73	\$ 19.06	\$ 3,303.51
	<b>2</b>	17.37	\$ 17.37	\$ 3,010.80	\$ 19.39	\$ 3,360.93	\$ 19.58	\$ 3,394.54	\$ 19.98	\$ 3,462.43
	<b>3</b>	18.34	\$ 18.34	\$ 3,178.93	\$ 20.28	\$ 3,515.20	\$ 20.48	\$ 3,550.35	\$ 20.89	\$ 3,621.36
	<b>4</b>	19.90	\$ 19.90	\$ 3,449.33	\$ 21.17	\$ 3,669.47	\$ 21.38	\$ 3,706.16	\$ 21.81	\$ 3,780.28
Position	Current	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	
<b>Exec Assistant</b>	<b>1</b>	18.00	\$ 18.00	\$ 3,120.00	\$ 18.36	\$ 3,182.40	\$ 18.54	\$ 3,214.22	\$ 18.91	\$ 3,278.51
	<b>2</b>	19.14	\$ 19.14	\$ 3,317.60	\$ 19.61	\$ 3,399.07	\$ 19.81	\$ 3,433.06	\$ 20.20	\$ 3,501.72
	<b>3</b>	20.25	\$ 20.25	\$ 3,510.00	\$ 20.86	\$ 3,615.73	\$ 21.07	\$ 3,651.89	\$ 21.49	\$ 3,724.93
	<b>4</b>	21.37	\$ 21.37	\$ 3,704.13	\$ 22.12	\$ 3,834.13	\$ 22.34	\$ 3,872.47	\$ 22.79	\$ 3,949.92
Position	Current	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	
<b>Maintenance</b>	<b>1</b>	18.54	\$ 18.54	\$ 3,213.60	\$ 18.91	\$ 3,277.87	\$ 19.10	\$ 3,310.65	\$ 19.48	\$ 3,376.86
	<b>2</b>	19.99	\$ 19.99	\$ 3,464.93	\$ 20.39	\$ 3,534.23	\$ 20.59	\$ 3,569.57	\$ 21.01	\$ 3,640.97
	<b>3</b>	21.44	\$ 21.44	\$ 3,716.27	\$ 21.87	\$ 3,790.59	\$ 22.09	\$ 3,828.50	\$ 22.53	\$ 3,905.07
	<b>4</b>	22.89	\$ 22.89	\$ 3,967.60	\$ 23.35	\$ 4,046.95	\$ 23.58	\$ 4,087.42	\$ 24.05	\$ 4,169.17

Position	Current	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
<b>1. Journeyman</b>									
<b>Bus Tech/Carpenter</b>	27.99	\$ 27.99	\$ 4,851.60	\$ 31.42	\$ 5,446.13	\$ 31.73	\$ 5,500.59	\$ 32.37	\$ 5,610.61
<b>Building Operator</b>				\$ 30.77	\$ 5,333.47	\$ 31.08	\$ 5,386.80	\$ 31.70	\$ 5,494.54
<b>Head Tech</b>	30.31	\$ 30.31	\$ 5,253.73	\$ 34.65	\$ 6,006.00	\$ 35.00	\$ 6,066.06	\$ 35.70	\$ 6,187.38
<b>2. Journeyman</b>									
<b>Electrician /</b>	26.47	\$ 26.47	\$ 4,588.13	\$ 32.07	\$ 5,558.80	\$ 32.39	\$ 5,614.39	\$ 33.04	\$ 5,726.68
<b>Plumber</b>	27.01								
	27.55								
	28.09								
<b>All steps have been condensed into 1.</b>									

Substitute Rate: The substitute rate of pay shall be equal to Step 1 on the grid of the applicable employee group.

Community School and Recreation Coordinators: Rate of pay shall be in accordance with the current STF wages. Subsequent wage adjustments shall be in accordance with future STF agreements.

September 2013	
One-time Payment Calculation	
A 1.0 FTE	\$500
B >.5 <1.0	\$300
C <= .5	\$100
Bus Driver	\$300

**Journeyman Apprentice Rates**

0-900 Hours	18.91
901-1800 Hours	19.65
1801-2700 Hours	20.39
2701-3600 Hours	21.13
3601-4500 Hours	21.87
4501-5400 Hours	23.55
5401-6300 Hours	25.23
6301-7200 Hours	27.69
Level 4 Complete	30.77

Signed this 20<sup>th</sup> day of March, 2014

On behalf of the Union:

Frank Whittier  
Janice Janzen  
\_\_\_\_\_  
\_\_\_\_\_

On behalf of the Board:

Larry Parloff  
James W. Johnson  
Bob Byler  
Brenda Weir

**MEMORANDUM OF AGREEMENT**

**Between**

**PRAIRIE SPIRIT SCHOOL DIVISION NO. 206**

**And**

**CUPE LOCAL 4254**

The parties hereby agree that, in addition to the excluded positions noted in Article 2.01 Bargaining Unit, the following positions will be also be excluded from the Bargaining Unit:

- Employee Relations Manager
- Purchasing Manager
- Chief Financial Officer (formerly called Superintendent of Finance and Administration)

The parties also agree to the removal of the numbers preceding Executive Assistant job classification located at Division Office and at the Maintenance Shop and shall be noted as:

- Executive Assistants located at Division Office
- Executive Assistants located at Maintenance Shop

Signed this 7<sup>th</sup> day of April, 2014

On behalf of Canadian Union of Public Employees  
Local 4254

Janice Jangh  
Paul Witek

On behalf of Prairie Spirit School Division

B. B. B.  
Brenda Overt

**MEMORANDUM OF AGREEMENT**

**Between**

**PRAIRIE SPIRIT SCHOOL DIVISION NO. 206**

**And**

**CUPE LOCAL 4254**

The parties hereby agree that, effective with the signing of the 2013-2016 agreement,

1) Article 25.05 c) i) Charter Allowances:

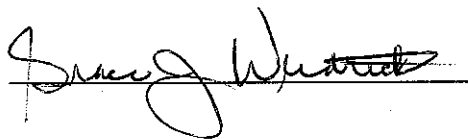
Effective on the date of signing of the 2013-16 Collective Agreement, the basic rate for charter trips will be \$39.94.

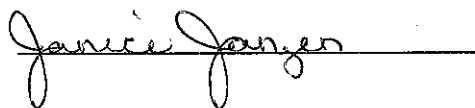
2) Spare Bus Drivers

That spare drivers will advance on the salary grid when the spare driver reaches each 780 hours in each school year. These hours can be carried over from year to year, but, there is a maximum of one (1) step per year on the grid.

Signed this 23<sup>rd</sup> day of May, 2014

On behalf of Canadian Union of Public Employees  
Local 4254





On behalf of Prairie Spirit School Division

