



**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF THE  
SASKATCHEWAN RIVERS SCHOOL DIVISION NO. 119**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4195**



**Effective August 1, 2009 to July 31, 2012**

## TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE 1 - RECOGNITION .....	1
1.1 Description of Bargaining Unit .....	1
1.2 New Employees.....	1
1.3 Union-Management Co-operation.....	2
1.4 Communication .....	3
1.5 Employee Files .....	3
1.6 Job Security .....	4
ARTICLE 2 - DEFINITION OF TERMS .....	4
2.1 Definition.....	4
ARTICLE 3 - NO DISCRIMINATION .....	5
3.1 Definition.....	5
3.2 References .....	5
ARTICLE 4 - STAFFING .....	6
4.1 Posting.....	6
4.2 Appointment.....	6
4.3 Probation and Trial Periods .....	6
4.4 Automatic Lay Off .....	7
4.5 Lay Off Notice.....	7
4.6 Staff Reassignment or Lay Off.....	7
4.7 Recall.....	8
4.8 <b>Temporary Out-of-Scope Appointment</b> .....	8
4.9 Substitute List.....	9
ARTICLE 5 - SENIORITY .....	9
5.1 Definition.....	9
5.2 Calculation of Seniority.....	9
5.3 Seniority Report .....	10
5.4 Seniority Lost .....	10
ARTICLE 6 - HOURS OF WORK .....	11
6.1 General .....	11
6.2 Scheduling .....	12
6.3 Overtime.....	12
6.4 Work Beyond Scheduled Hours of Work.....	12
6.5 Bus Maintenance Facility Employees .....	12
6.6 Caretaking and Maintenance Employees .....	13
6.7 Legislation.....	14

ARTICLE 7 - Bus Driver Operating Guidelines .....	14
7.1 Responsibilities .....	14
7.2 Approved Drivers .....	15
7.3 Designated Rural Drivers .....	15
7.4 Covering Other Routes .....	15
7.5 Substitute Drivers .....	15
7.6 Trips.....	15
7.7 Noon Runs .....	16
7.8 Inclement Weather Bus Cancellation .....	16
7.9 Allowances .....	17
7.10 Examination and Medical Cost .....	17
7.11 Failure to Maintain Qualifications .....	17
 ARTICLE 8 - PAY ADMINISTRATION.....	 18
8.1 Compensation .....	18
8.2 Pay Day .....	18
8.3 Increments .....	18
8.4 Rate of Pay on Promotion, Demotion and Transfer .....	18
8.5 Temporary Performance of Other Duties .....	19
8.6 Employment Insurance Rebate.....	19
8.7 <b>Salary Supplements</b> .....	19
 ARTICLE 9 - BENEFITS.....	 20
9.1 Employee Benefits Plan .....	20
 ARTICLE 10 - ANNUAL VACATION AND PAID HOLIDAYS .....	 20
10.1 Academic Year Employees and Bus Drivers .....	20
10.2 Calendar Year Employees .....	21
10.3 General Provisions .....	21
 ARTICLE 11 - SICK LEAVE .....	 22
11.1 Definition.....	22
11.2 Entitlement .....	23
11.3 Proof of Illness .....	23
11.4 Statement .....	23
11.5 Substitution.....	24
11.6 WCB Top Up.....	24
11.7 Saskatchewan Government Insurance Leave .....	24
 ARTICLE 12 - LEAVES OF ABSENCE.....	 24
12.1 General Leave.....	24
12.2 Union Leave .....	25
12.3 Negotiation Leave .....	25
12.4 Jury/Witness Duty .....	25
12.5 Maternity, Parental and Adoption Leave .....	26
12.6 Compassionate Leave.....	26
12.7 Bereavement Leave .....	27
12.8 Required Courses Leave.....	27
12.9 Education Leave .....	27
12.10 Personal Leave with pay.....	27

ARTICLE 13 - ALLOWANCES AND FEES.....	28
13.1 Travel Allowance .....	28
13.2 Social Worker Fees .....	28
13.3 <b>Immunizations</b> .....	28
ARTICLE 14 - UNIFORMS AND CLOTHING.....	28
14.1 Initial Supply .....	28
14.2 Replacement .....	29
14.3 Safety Boots .....	29
14.4 Uniform Regulations .....	29
14.5 Bathing Suits .....	29
ARTICLE 15 - GRIEVANCE PROCEDURE .....	29
15.1 Definition.....	29
15.2 Informal Resolution.....	30
15.3 Procedure.....	30
15.4 Decision of the Board of Arbitration.....	31
15.5 Time Limits .....	31
15.6 Expenses of the Board.....	31
15.7 Logistics .....	32
ARTICLE 16 - TERMINATION AND DISCIPLINE .....	32
16.1 Discipline.....	32
16.2 Termination .....	32
ARTICLE 17 - TERM OF AGREEMENT .....	32
17.1 Duration.....	32
17.2 Written Notice .....	32
SALARY SCHEDULE "A" - Full Time Equivalent Hours Of Work By Classification .....	33
SALARY SCHEDULE "B" - Maintenance.....	35
SALARY SCHEDULE "C" - Transportation.....	36
SALARY SCHEDULE "D" - Support Staff.....	38
SALARY SCHEDULE "E" - Substitute Pay .....	41
APPENDIX "A" - Quick Reference Chart – Maternity, Parental & Adoption Leave .....	44

## LETTERS OF UNDERSTANDING

# 1 - Vacation Entitlemen - Revised .....	46
# 2 - Paid Holiday .....	47
# 3 - Carlton Comprehensive High School Caretaker Day Shift Employes .....	48
# 4 - Caretaking Allowance - Revised .....	49
# 5 - Carlton Comprehensive High School Employee Sick Bank - Deleted	
# 6 - Calculating Bus Driver Seniority - Deleted	
# 7 - Designated Rural Bus Drivers .....	50
# 8 - Caretaker Classification - Deleted	
# 9 - Wage Red Circle - Deleted	
#10 - Bus Maintenance Facility Employee Hours - Deleted	
#11 - Noon Runs - Deleted	
#12 - Wages Database Technician II - Deleted	
#13 - Caretaker Hours Education Centre & Bus Maintenance Facility - Deleted	
#14 - Article 9 - 9.9 - Personal Leave With Pay - Deleted	
#15 - Vacancies .....	51
#17 - Student Counsellor's Parkland School Division No. 63 - Deleted	
#18 - Summer Postings - Deleted	
#19 - Language Assistant Wages - Deleted	
#20 - Multiple Classification Employees .....	53
#21 - Period Of August 1, 2008 To July 31, 2009 .....	54

## PREAMBLE

The purpose of this Agreement is:

- a) To maintain and improve harmonious relations and to identify the settled conditions of employment between the Board and the Union;
- b) To recognize the mutual value of joint discussions and negotiations;
- c) To encourage efficiency and economy of operations, quality and quantity of output, elimination of waste and protection of property; and
- d) To promote an amicable method of settling differences or grievances which may arise with respect to matters covered by this Agreement.

## ARTICLE 1 - RECOGNITION

### 1.1 Description of Bargaining Unit

The Board recognizes the Canadian Union of Public Employees, Local 4195, as the sole and exclusive collective bargaining agent of all employees employed by the Board of Education of the Saskatchewan Rivers School Division No. 119 of Saskatchewan except:

- **Positions excluded by mutual agreement between the parties which are management in nature and/or that act in a confidential capacity with respect to the industrial relations of the employer, or as determined by the Labour Relations Board;**
- Teachers employed and functioning as such;
- Students employed or involved in an educational program; and
- Other positions which are not funded by the Board of Education

### 1.2 New Employees

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

#### a) Union Security

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

b) Check Off

The Board agrees that upon written request by the Union, monthly dues shall be deducted for and on behalf of all employees who are members of the Union, and such monies shall be paid to the Secretary-Treasurer of the Union not later than the fifth (5<sup>th</sup>) working day of each month, accompanied by a list of the names of all employees for and on behalf of whom such deductions have been made. Monthly statements showing the names of all additions and deletions of staff shall also be forwarded to the Secretary-Treasurer of the Union. The Union shall furnish the Board with the Application for Membership Declaration Cards for distribution by the Board to employees for signature.

c) CUPE Representative

**The employer shall inform the Union President of all new employees upon their commencement of employment. Upon receipt of notification, the Union may provide the employee with a Union information package.**

1.3 Union-Management Co-operation

a) Union Responsibilities

The Union agrees both for itself and its members to promote and uphold the regulations as set out by the Board for the proper maintenance of schools and to do everything possible to retain and create harmony and goodwill between the Union and the Board and to create good public relations with every person or organization to whom the Board may be responsible.

b) Union Sponsored Seminars

The Board shall allow the Union, upon written request, to sponsor educational functions for the benefit of members of the bargaining unit such as seminars, workshops, lectures, etc., to be held on school premises during the employee lunch periods or following the regular working day provided that these functions do not interfere with the educational program of the school.

c) Management Responsibilities

The Union recognizes that it is the function of the Board to manage, subject to the terms of this Agreement, the affairs of the School Division and that employees will perform work in accordance with Division policy. For **example**, the Union acknowledges, that it is the function of the Board to hire, discipline, transfer, promote, demote or discharge employees.

d) Representative of Canadian Union of Public Employees

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when meeting with the Board pursuant to this Agreement. **The Representative shall be allowed to investigate and assist in the settlement of a grievance and, if requested, to represent members involved as complainant and/or defendant in a harassment, discrimination or workplace violence investigation. If the representative requires access to Board property,** the representative shall first make her request to the appropriate supervisor or the Director or Designate, but shall not interfere with the Board's employee(s) during working hours or interfere in any manner with progress of the work.

#### 1.4 Communication

a) Correspondence

All correspondence between the parties arising out of this Agreement shall pass to and from the Director or designate and the President of the Union unless otherwise specified in this Agreement.

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 bulletin boards or on bulletin boards provided for those purposes which are accessible to employees.

c) Board Policy Consultation

The Board will provide to the Union a copy, electronically or otherwise, of any suggested change to those Board policies which confer a direct benefit on employees at least one (1) month prior to the Board's formal consideration of the policy proposal in order to allow the Union an opportunity to make a submission to the Board at the meeting which will consider the new or revised policy. A copy of Board minutes will be sent to the Union President.

#### 1.5 Employee Files

a) Statement of Access

An employee's personnel file maintained by the Board shall be available for examination by the employee in accordance with the procedures set out herein.

b) Conditions of Access

- i) An employee's personnel file may be examined by submitting a written request to the Director or designate.
- ii) The Director or designate shall arrange with the employee for an appointment to examine the information in the presence of said Director or designate during regular business hours.
- iii) The file contents examined may not be removed by the employee from the location of the examination, but the Director or designate shall, at the request of the employee, provide a copy of any or all records to which the employee has been granted access.
- iv) Materials examined by the employee may not be amended, deleted or copied without the approval of the Director or designate.
- v) The Board shall not charge a fee for access to the employee's file. The Board may, at its discretion, charge copying fees in accordance with the regulations under The Local Authority Freedom of Information and Protection of Privacy Act.

c) Confidentiality

- i) The presence of any confidential materials submitted in confidence shall be identified to the employee.
- ii) No written materials regarding the employee which were submitted in confidence may be examined unless written permission is secured from the originator of such confidential material.



- iii) The views or opinions of another person about the employee, other than the views or opinions given pursuant to Subsection 31(2) of *The Freedom of Information and Protection of Privacy Act* or Subsection 30(2) of *The Local Authority Freedom of Information and Protection of Privacy Act*, are the personal information of the employee.
- d) Employee Acknowledgement of Examination
  - i) The employee shall acknowledge the examination of information by signing a dated statement to that effect. Such a statement shall be retained in the employee's personnel file.
  - ii) An employee may submit a written comment with respect to any entry in the file, and such comment shall be attached to the relevant document and included in the file.

#### 1.6 Job Security

The Board may contract out work provided that no employee covered by this Agreement shall suffer a lay off or reduction in their hours of work as a directly related result of the contracting out of work.

## **ARTICLE 2 - DEFINITION OF TERMS**

### 2.1 Definition

- a) Permanent Employee - an employee in the bargaining unit who has successfully completed a probationary period in accordance with **Article 4.3 a).**
- b) Substitute Employee - **an** employee who replaces another employee or is placed in a position for a period of less than seventy-five (75) consecutive working days **not including scheduled school vacation periods for employees who work on the basis of the academic year.**
- c) Temporary Employee - **an** employee **in a temporary position** who replaces another employee or is placed in a position for a period of more than seventy-five (75) consecutive working days **who has successfully completed a probationary period in accordance with Article 4.3 a).**
- d) Temporary Position - a position that exists for a defined period of time of more than seventy-five (75) consecutive working days.
- e) Academic Year - that portion of the school year commencing on the first school day and ending on the last school day of that school year as those dates are determined by the Board of Education of the school division as defined in the Education Act.
- f) School Year - the period commencing on July 1 in one calendar year and ending June 30<sup>th</sup> in the next calendar year as defined in the Education Act.
- g) Calendar Year - January 1 to December 31 of any year.

- h) City Driver - a bus driver whose route is primarily within the city limits of Prince Albert.
- i) Rural Driver - drivers who only drive in the rural or who complete their run in Prince Albert and are not required to leave their bus in the city.
- j) Designated Rural Drivers - drivers who start their run in the rural and complete their run in Prince Albert and are required to leave their bus in the city.
- k) Students with Special Needs - as defined in the Saskatchewan Rivers School Division Special Education Master Plan.
- l) **Probationary Employee - an employee in a permanent or temporary position who is serving a probationary period.**
- m) **Internal Applicant - one who has successfully completed a probationary period within the School Division and is applying to a competition.**
- n) **Working Days - days the Education Centre is open.**
- o) **Promotion - when an employee moves from one position to another with a higher maximum rate of pay.**
- p) **Demotion - when an employee successfully applies for a position with a maximum rate of pay which is lower than their previous position.**
- q) **Transfer - when an employee moves from one position to another with the same rate of pay.**

### **ARTICLE 3 - NO DISCRIMINATION**

#### 3.1 Definition

Subject to any order or approval of the Human Rights Commission, the Board and the Union agree that there shall be no discrimination with respect to any employee in accordance with *The Saskatchewan Human Rights Code*. The Board and the Union further agree that there shall be no discrimination with respect to any employee by reason of activity or membership in the Union.

#### 3.2 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.

## ARTICLE 4 - STAFFING

### 4.1 Posting

- a) When a permanent employee, or a temporary employee with a specific term of more than seventy-five (75) working days, is to be hired, the Board shall post a notice of the vacancy at each school **during the period of school opening in August to June 23, and year round at the bus garage, maintenance shop, Education Centre and on the School Division Webpage.** A copy shall **also** be forwarded to the President of the Union. The notice will be posted for a minimum of seven (7) calendar days to allow the existing employees to make a written application to the Director or designate. At the same time as those vacant positions are advertised internally, they may also be advertised publicly.
- b) During the school year, when a permanent employee bids successfully for a temporary position, the permanent employee's position does not require posting. When the temporary position becomes redundant the employee shall be returned to the employee's original or similar position.
- c) **Postings that occur between June 23<sup>rd</sup> and the opening of school in August shall also be identified on an automated call-in phone system.**
- d) The posting shall contain information regarding the nature of the position, the required qualifications, knowledge, education, skills and abilities, compensation, hours of work, location, and the closing date for applications.

### 4.2 Appointment

In filling a permanent vacancy or new position, **or a temporary term of more than seventy-five (75) days,** the appointment shall be made of the applicant who has the required qualifications, knowledge, education, skills and abilities acceptable to the Board for the position to perform the duties of the available position. In the event that there are two or more qualified applicants, seniority shall be the deciding factor in the appointment. A copy of the letter to the successful applicant shall be sent to the Union President within fourteen (14) calendar days of the hire.

### 4.3 Probation and Trial Periods

- a) Probation  
**Length of probation shall be as follows:**

A newly hired permanent **or temporary** employee shall be on probation for a period of three (3) active months. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. The probationary period may be extended, upon application by the Board, or the employee or the union, prior to the expiration of the first probationary period, for a further period of up to **or equal in length to the initial probationary period** upon the agreement of the Board and the Union.

b) Trial Period

The successful internal applicant shall be notified within one (1) week of the appointment to the permanent **or temporary** position. A trial period of one (1) month **shall be served by the successful Internal Applicant to a permanent or temporary position.** Conditional on satisfactory **performance**, the employee shall **remain in the permanent or temporary position as applied to.** In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee requests to be returned to his former position, the employee shall be returned to his former position, wage or salary rate, and without loss of seniority. **The trial period may be extended, upon application by the Board, or the employee or the Union, prior to the expiration of the first trial period, for a further period of up to or equal in length to the initial trial period upon the agreement of the Board and the Union.** Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position, wage or salary rate, without loss of seniority.

4.4 Automatic Lay Off

Employees, who work on the basis of the academic year, shall be deemed to be laid off for the school vacation periods. Recall following the school vacation periods shall be automatic unless the Board has served termination or indefinite lay off notice under **Article 4.5 - "Lay Off Notice"**. This Article will serve as notice of lay off and recall for the school vacation periods. **Article 4.5 - "Lay Off Notice"** does not have application in these situations.

4.5 Lay Off Notice

Except for just cause other than shortage of work, the Board shall not discharge or lay off an employee who has been employed by the Board for at least three continuous months without giving that employee at least:

- a) Two week's written notice, if the period of employment is less than three years;
- b) Four week's written notice, if the period of employment is three years or more but less than five years;
- c) Six week's written notice, if the period of employment is five years or more but less than 10 years; or
- d) Eight week's written notice, if the period of employment is 10 years or more.

4.6 Staff Reassignment or Lay Off

- a) Where a staff reduction is necessitated, in all classifications except Educational Associates Special Education, the Board will serve a lay off notice to the least senior employee in that classification in that school **or facility**; and

- i) Where the redundant employee is a permanent full time employee, the employee has the option of accepting the lay off or of selecting the least senior permanent full time position in that classification in the Division. The subsequent redundant employee has the option of accepting the lay off or of selecting the least senior permanent part time position in that classification in the Division; or
- ii) Where the redundant employee is a permanent part time employee, the employee has the option of accepting the lay off or of selecting the least senior permanent part time position in that classification in the Division.

In each situation the employee must have the required qualifications, education, knowledge, skills and abilities for the position that the employee has selected.

- b) Where a staff reduction is necessitated, in the case of an Educational Associate Special Education, the Board will serve a lay off notice, given that the particular educational or developmental needs of any directly affected pupil, if applicable, are met in the opinion of the Director, to the Educational Associate Special Education with the least applicable seniority within the school division. The employee has the option of accepting the lay off.

#### 4.7 Recall

- a) Employees who have the required qualifications, education, knowledge, skills and abilities for the position will be recalled in order of seniority. **The employee recalled may decline the recall without loss of seniority and placement on the recall list if the position(s) he is recalled to is more than seventy (70) km from the school or facility where he was last employed and if the date of lay off does not exceed twenty-seven (27) months.**
- b) **If a vacancy is not filled by Article 4.7 a), then** notice of **the** permanent vacancy shall be sent by registered **mail** to all laid off employees who have the required qualifications, education, knowledge, skills and abilities for the position.
- c) The Board may recall a laid off employee subject to **Article 4.7 a) above** to a substitute position of seventy-five (75) working days or less. Any time worked as a substitute will only extend the time limit on recall identified in **Article 5.4 c)** “Seniority Lost” by the actual time worked as a substitute.
- d) An employee shall, during a lay off, maintain but not accrue all **seniority, sick leave credits, vacation increment** and rates of pay **for a period of twenty-seven (27) months from the date of the lay off.**

#### 4.8 Temporary Out-of-Scope Appointment

**An employee temporarily filling an out-of-scope position for less than 12 consecutive months shall continue to have Union dues deducted from each pay period for the purpose of seniority accrual and the employee being entitled to the rights and benefits provided by this Agreement upon their return to their union position.**

#### 4.9 Substitute List

- a) The Board shall establish annually a Substitute List for the purposes of this Agreement. When a vacancy is to be filled temporarily, for a period of seventy-five (75) working days or less in the same position, the Board may appoint someone from the Substitute List.
- b) An employee on recall in accordance with **Article 4.7** - "Recall" shall be placed on the Substitute List, upon written request. However, any time worked as a substitute employee will extend the time limit on recall identified in **Article 5.4 c)** - "Seniority Lost" by the actual time worked as a substitute employee.
- c) An employee on recall shall be given preference when a substitute employee is required, provided that the employee on recall has the required qualifications, knowledge, education, skills and abilities for the substitute position.
- d) The Board will update and circulate a revised Substitute List **as changes are made** and at such times during the calendar year as required.

### **ARTICLE 5 - SENIORITY**

#### 5.1 Definition

- a) Seniority shall be determined on the basis of continuous service that a permanent or **temporary** employee has accumulated commencing on the first (1<sup>st</sup>) day of uninterrupted service with the Board **provided there has not been a break in service as per Article 5.4 – "Seniority Lost"**.
- b) **Seniority for substitute employees shall be recognized for competition purposes only upon the completion of seventy-five (75) full time equivalent days provided they have not had a break in service as per Article 5.4 d).**
- c) **Scheduled school vacation periods** shall not constitute a break in service **for academic year employees.**
- d) **Seniority shall not be applied during the probationary period. Upon successful completion of the probationary period, seniority shall be effective from the first (1<sup>st</sup>) day of uninterrupted service.**
- e) Where two or more employees **have the same amount of seniority**, preference shall be in accordance with the date of application.

#### 5.2 Calculation of Seniority

- a) **All employees who work more than four (4) hours per day for the amount of work days per year as specified in the annual calendar for their classification shall earn 260 days seniority per school year provided they do not take a leave of absence for which seniority does not accrue.**

- b) **All employees who work four (4) hours or less per day for the amount of work days per year as specified in the annual calendar for their classification shall earn 130 days seniority per school year provided they do not take a leave for which seniority does not accrue.**
- c) **All employees who work less than the amount of days per year as specified in the annual calendar for their classification shall earn seniority as listed below. For calculation purposes, one day = 260 days divided by the number of work days specified in the annual calendar for their classification:**
  - **One day of seniority for each day worked in excess of four (4) hours (this is considered full time).**
  - **One half day of seniority for each day worked four (4) hours or less (this is considered half [.5] time).**
- d) **All substitute employees shall accrue seniority for each day or partial day worked as a substitute once they are eligible to apply seniority as per Article 5.1 b). Seniority shall be calculated as identified in c) above. On becoming a temporary or permanent employee their substitute seniority, as calculated on the date of appointment, shall be added to their total seniority.**

### 5.3 Seniority Report

- a) The Board shall **provide a seniority report as of June 30 of the most recent School Year** to the Union on or before September 30<sup>th</sup> of each year. It shall contain the employee's name, classification, and seniority earned.
- b) Seniority earned shall be expressed in terms of **accumulated days up to the conclusion of the previous school year and the days earned at the completion of the most recent school year.**
- c) **The seniority earned at the completion of the most recent school year shall be open for challenge** for a period of twenty (20) working days. A correction shall be made upon proof of error being provided by the employee in writing within twenty (20) working days of receipt of the request.

### 5.4 Seniority Lost

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

- a) Resigns; retires; or is discharged for just cause **and not reinstated;**
- b) Fails to return to work following a lay off **or after being recalled to a position(s) within seventy (70) km of the employee's previous place of employment** within five (5) working days of being notified by registered mail to do so. It shall be the responsibility of the employee to keep the Board informed of the employee's current address. If the employee fails to do this, the Board will not be responsible for failure of a notice to reach the employee;
- c) Is laid off **or on an unpaid leave of absence** for a continuous period in excess of twenty-seven (27) months;

- d) Has not worked for the Board as a **Substitute Employee** for a period of seventy-five (75) working days **excluding, only for employees who work on the basis of the Academic year, the scheduled school vacation periods;**
- e) **Fills an out-of-scope position as per Article 1.1 “Description of Bargaining Unit” on a permanent basis; or**
- f) **Relieves in an out-of-scope temporary position with the employer for more than twelve (12) consecutive months.**

## **ARTICLE 6 - HOURS OF WORK**

### 6.1 General

Except for the hours of work of caretakers as set out in **Article 6.6 - “Caretaking and Maintenance Employees”**, and bus maintenance facility employees as set out in **Article 6.5 - “Bus Maintenance Facility Employees”**, the Principal or applicable supervisor will schedule all other employees such that:

- a) Maximum Hours  
The Principal or applicable supervisor will schedule employees, except those identified in **6.1 c) - General - Annual Averaging Classifications**, such that the maximum number of hours to be worked by each employee:
  - i) In any given week shall not exceed eight (8) hours in a given day or forty (40) hours in a given week; and
  - ii) In any scheduled day will be the hours set forth in Schedule “A” - “Full Time Equivalent Hours of Work by Classification”.

Prior to the application of any overtime provision.

- b) Regularly Scheduled Classifications  
The Principal or applicable supervisor will schedule each employee’s hours such that the regular hours of work for all classifications will be Monday to Friday between the hours of 8:00 a.m. and 5:00 p.m.
- c) Annual Averaging Classifications  
The Principal or applicable supervisor will schedule the employees in the following classifications such that the maximum number of annual hours to be worked by each employee in any school year will be the annual hours set forth in Salary Schedule “A” – “Full Time Equivalent Hours of Work by Classification”;
  - Community School Co-ordinator
  - School Social Worker
  - Educational Associate (Community School)



As follows:

The Parties acknowledge that Section 9 of *The Labour Standards Act* may have application from time to time and will be the subject of discussions between the employee and the Principal or the applicable supervisor. The Union hereby authorizes each employee to provide, on the Union's behalf, any consent that may be required of it pursuant to *The Labour Standards Act*.

d) Education Centre Summer Hours of Work

Summer hours at the Education Centre will be scheduled between 8:00 a.m. and 3:00 p.m. with no scheduled meal break.

6.2 Scheduling

Subject to **Article 6.6 - "Caretaking and Maintenance Employees"** and **Article 6.1 - "General"**, the days to be worked and the daily hours of work, including starting time, meal and rest breaks and finishing times shall be determined by the Principal or the applicable supervisor after consultation with the employee and shall be communicated to the employee.

Each employee shall be entitled to an unpaid meal break of at least thirty (30) minutes when scheduled to work five (5) hours or more, and have a rest break of fifteen (15) minutes for each scheduled three (3) hour period of work.

The Board will advise in writing every academic year employee, prior to the beginning of the academic year, of the days to be worked in that academic year.

6.3 Overtime

All time authorized in advance by the Principal or applicable supervisor, worked beyond the normal hours scheduled pursuant to **Article 6.1 - "General"**, will be considered as overtime and will be compensated at the rate of double time (2X) or where mutual agreement between the employee and their immediate supervisor is achieved time in lieu can be taken.

6.4 Work Beyond Scheduled Hours of Work

Where the Board requires an employee to return to work for emergency situations, the Board will pay the employee a minimum of three (3) hours pay at double (2X) time.

6.5 Bus Maintenance Facility Employees

a) Regular Hours of Work

The **Supervisor of Transportation will schedule each employee's hours such that the regular** hours of work at the bus garage for the Shop Manager, Mechanics and Garage Helper shall be from Monday to Friday, between the hours of 7:00 a.m. and 5:00 p.m. **or other such mutually agreed to arrangement.**

- b) **Hours of Work During School Breaks**  
**The Supervisor of Transportation may approve one of the following options requested by the Shop Manager, Mechanics or Garage Helper during set school breaks:**
- i) **Monday to Thursday between the hours of 7:00 a.m. and 6:00 p.m.;** or
  - ii) **Such other mutual arrangement as may be approved.**

6.6 Caretaking and Maintenance Employees

- a) Adjustment Notification  
In the event of addition or deletion of square footage at a school, the Board shall provide thirty calendar (30) days notice of such change to the caretaker and to the Union. The adjustment in compensation shall take effect as of the date on which the change is effective.
- b) Averaging  
Subject to **Article 6.1 – “General” and Article 6.3 – “Overtime”** not having application to the caretakers in a particular school, or the Building Operator, the following shall apply:

The Parties acknowledge that Section 9 of *The Labour Standards Act* may have application from time to time and will be the subject of discussions between the Caretaker, or the Building Operator and the Supervisor of Facilities. The Union hereby authorizes each caretaker to provide, on the Union’s behalf, any consent that may be required of it pursuant to *The Labour Standards Act*.

- c) **Regular Hours of Work**  
The Supervisor of Facilities **or designate** shall determine the hours of work for all caretakers and maintenance personnel in accordance with the **following schedules or other such mutually agreed to arrangement.**
- i) Caretakers
    - Day Shifts except Carlton – shall be between the hours of 7:00 a.m. and 11:00 a.m. and 2:00 p.m. and 6:00 p.m., Monday to Friday.
    - Carlton Day Shift – shall be between the hours of 7:30 a.m. and 4:30 p.m.
    - Afternoon Shifts except Carlton – shall be between the hours of 3:00 p.m. and 11:00 p.m., Monday to Friday.
    - Carlton Afternoon Shift – shall be between the hours of 4:00 p.m. and midnight.
    - **Bus Garage – shall be between the hours of 5:30 a.m. and 5:00 p.m., Monday to Friday.**

**Note: All schools will have at least one Caretaker on the Day Shift.**

- ii) **Maintenance Employees**  
Shall work between the hours of 8:00 a.m. and 12:00 noon and between 12:30 p.m. and 4:30 p.m., Monday to Friday.

- d) Hours of Work During School Breaks  
Pursuant to **Article 6.2 - “Scheduling”** and **Article 6.6 b) – “Caretaking and Maintenance Employees – Averaging”**, the Supervisor of Facilities or designate may approve one of the following options, requested by all of the caretakers in a school or an individual maintenance tradesperson:
  - i) Monday to Thursday between the hours of 7:00 a.m. and 6:00 p.m.; or
  - ii) Such other **mutual** arrangement as may be approved.
  
- e) Afternoon Work Schedule Options  
Caretakers who are scheduled on an afternoon shift will have the following options:
  - i) An on site one half (1/2) hour paid meal break and a shift differential as identified in Schedule “B” – “Maintenance”; or
  - ii) A one hour paid meal break and no shift differential as identified in Schedule “B” – “Maintenance”.

The caretaker in each facility who works the afternoon shift will select a preferred option for the upcoming school year and inform the Supervisor of Facilities prior to May 15<sup>th</sup> of the current school year.
  
- f) Shift Change Consultation  
Prior to moving an employee to another shift, the employer will consult with the employee and the union. The consultation process will include providing the employee with the reasons for the change as well as specific information about various options that are available to the employee.

## 6.7 Legislation

- a) Occupational Health and Safety  
The parties agree to adhere to the relevant portions of *The Occupational Health and Safety Act, 1993* and the Regulations made there under.
  
- b) Technological Change  
The parties agree to adhere to Section 43 of *The Trade Union Act* and the Regulations made there under.

## **ARTICLE 7 - Bus Driver Operating Guidelines**

### 7.1 Responsibilities

The normal daily responsibilities of a driver are from the time shown on the driver’s pick up and drop off schedule from the time of first pick up to the school terminal and from the time of leaving school to the final drop point, and include responsibility for cleaning, warm up, checking and fuel up. Drivers shall operate and maintain their vehicles in accordance with general Board policy.

## 7.2 Approved Drivers

No person shall operate a school vehicle except the driver assigned, or another person approved by the Board. The Board will annually approve a substitute driver's list from which the regular driver will select a substitute driver in the event that the regular driver is unable to perform his duties.

## 7.3 Designated Rural Drivers

Designated Rural drivers shall be determined by the Supervisor of Transportation. An allowance pursuant to Salary Schedule "C" - "Transportation" shall be provided.

## 7.4 Covering Other Routes

A regular driver required to cover another driver's route, when a substitute driver is not available, will receive the actual driven mileage for that route.

## 7.5 Substitute Drivers

### a) Use

A regular driver may access the substitute bus driver list when a substitute driver is required in accordance with this Agreement and for a period not to exceed four (4) working days. The regular driver will give preference to a substitute driver on the substitute driver's list who resides in the same attendance area. Where the period of absence will be greater than four (4) working days the regular bus driver shall consult the Supervisor of Transportation. The Supervisor will give preference to the senior substitute driver from that attendance area. **That substitute driver will be compensated for travel to and from the bus pickup location for the actual kms travelled or a total of forty (40) kms per day, whichever is less.** If the senior substitute driver from the same attendance area is not available, the Supervisor may access any available substitute driver.

### b) Payment

All payments to substitute drivers shall be processed by the Payroll Department. When a driver is granted a personal leave without pay, the driver may be responsible for any additional costs (i.e., travel) incurred by the Board in providing for a substitute driver in accordance with **Article 7.5 a)** - "Substitute Drivers - Use". The Supervisor of Transportation and the Secretary-Treasurer will determine any applicable additional cost.

## 7.6 Trips

### a) Saskatchewan Rivers School Division Bus Maintenance Facility

- i) Trips made to the Saskatchewan Rivers School Division Bus Maintenance Facility to service buses shall be recorded on forms supplied and Drivers shall be paid in accordance with Salary Schedule "C" - "Transportation" to take buses for service.
- ii) Drivers shall make themselves available for any work they are qualified to help with, on their own buses, within reason, regarding work that does not involve or require a change of clothing, etc.

b) Extra Curricular

- i) Where an extra curricular trip is **for transportation to and from a specified location in addition to the Driver's regular daily route, the Driver shall be paid his regular daily amount plus the Hourly Rate as per Schedule "C" - "Extra Curricular Trips" for one of the following:**
  - For each hour of the trip from start to finish; or
  - A minimum of one hour for transportation to the specified location and one hour for the return trip. If he only does a one way trip, he will only receive one times the Hourly Rate.
- ii) Where a Driver is hired for an extra curricular trip and does not complete his daily route, he shall be paid the Hourly Rate as per Schedule "C" - "Extra Curricular Trips" for each hour of the trip from start to finish. In addition, if the trip is three (3) hours in length or less, he shall receive the Half Day Trip Rate and if the trip is more than three (3) hours, he shall be paid the Full Day Trip Rate, as per Schedule "C" - "Extra Curricular Trips".
- iii) Where a Driver completes either the morning or the afternoon run of his regular bus route, he will be paid half of his regular daily amount plus the Hourly Rate for each hour of the trip from start to finish and the Half Day Trip Rate as per Schedule "C" - "Extra Curricular Trips".

**Note: Regular Daily Amount is the Total Daily Rate as shown on the employee's most current Salary Calculation Form.**

7.7 Noon Runs

**In the event that a noon run becomes available it shall be filled according to the following:**

- a) **The noon run shall be offered in order of seniority to city drivers without a noon run;**
- b) **If no city driver without a noon run accepts it, the noon run will become part of the city route of the city driver with the least seniority.**

7.8 Inclement Weather Bus Cancellation

When bus runs are cancelled by the Supervisor of Transportation due to inclement weather, regular drivers shall receive their daily rate, and where applicable, the student with disability allowance and designated rural driver allowance. Substitute drivers shall receive their daily rate only for the first day of cancellation.

## 7.9 Allowances

Eligibility for the following allowances shall be determined by the Supervisor of Transportation on an individual case basis and paid in accordance with Salary Schedule “C” - “Transportation”:

- a) Washing Buses - rural and city bus drivers;
- b) Students with disabilities;
- c) Plug-Ins;
- d) Garage Service rural drivers only;
- e) Noon runs;
- f) Designated Rural Driver Supplement; and
- g) Required In-service.

## 7.10 Examination and Medical Cost

### a) Examinations

The Board shall be responsible for the cost of one written and road examination when an employee is required by the Board to obtain or renew an employee’s school bus endorsement.

### b) Medical

The Board shall be responsible for the costs of driver medical examinations as required by law at the rate established at the Board designated clinic. Any costs over and above the rate established at the Board designated clinic for required medical examinations obtained elsewhere shall be the responsibility of the driver.

## 7.11 Failure to Maintain Qualifications

- a) Drivers will be required to maintain valid driver’s licenses and school bus driver endorsements and provide the Board with a copy of the driver’s license and school bus endorsement prior to the respective expiry dates.
- b) Failure to provide valid copies of the license and endorsement three (3) working days prior to the expiry date will result in a two (2) day suspension from duties, without pay. This suspension shall commence the first day following the expiry date.
- c) A driver who drives a Board vehicle without having the valid current required license shall be deemed to have been terminated. In the event that the driver is of the view that this Article has been applied upon a mistake of fact, the driver may have the opportunity to meet with the Board within thirty (30) calendar days of the termination where the driver may bring evidence of the alleged mistake of fact.

## ARTICLE 8 - PAY ADMINISTRATION

### 8.1 Compensation

Calendar year employee salaries are inclusive of vacation and paid holiday pay. Academic year (paid hourly) employee's and Bus Driver's wages are exclusive of vacation and paid holiday pay. Academic year (paid monthly) employee's wages are exclusive of vacation and inclusive of paid holiday pay. Substitute employees will be paid according to Schedule E.

### 8.2 Pay Day

The Board shall pay the basic salary or wage on the last banking day prior to the fifteenth (15<sup>th</sup>) day of each month and on or before the twenty-eighth (28<sup>th</sup>) day of each month in accordance with the applicable Salary Schedule "B" - "Salary Schedule - Maintenance", "C" - "Salary Schedule - Transportation" or "D" - "Salary Schedule - Support Staff". The Board shall pay any additional or supplementary payments beyond the basic salary or wage on or before the twenty-eighth (28<sup>th</sup>) day of each month. On each payday each employee shall be provided with an itemized statement of the employee's salary or wages and other supplementary pay and deductions.

### 8.3 Increments

Permanent employees will receive an increment at the first pay period following the completion of the full time equivalent hours of work for their current position in accordance with Schedule "A" - "Full Time Equivalent Hours of Work by Classification" subject to the following:

- a) Actual time worked that is half time or less will be considered as half (0.5) time; and
- b) Actual time worked that is greater than half (0.5) time will be considered full time.

Temporary employees will receive an increment at the first pay period, after continuously working the equivalent of one (1) year in the same classification. The full time equivalent shall be calculated according to Schedule "A".

Note: continuous working shall include the time required to fill a position that is posted prior to the expiration of a temporary contract.

### 8.4 Rate of Pay on Promotion, Demotion and Transfer

- a) **Promotion** - when an existing employee is the successful applicant in a competition to a position in a classification which has a higher rate of pay, the employee shall be placed at the lowest experience step in the new classification which generates a higher rate than the employee's current rate of pay. The date of appointment to the new position shall become the anniversary date for the calculation of any subsequent increment.

- b) **Demotion** – when an employee is the successful applicant for a position which is by definition a demotion and the employee’s previous pay rate is higher than the maximum of the new position, he shall be paid at the maximum of the new position. If the employee’s previous pay rate falls between steps of the new position, he shall be paid at the step which is above his previous pay rate and shall also retain his increment date.
- c) **Transfer** – when an employee moves from one position to another with the same maximum rate of pay, he shall maintain his rate of pay and increment date.

8.5 **Temporary Performance of Other Duties**

An employee assigned by the Board to temporarily perform the duties of another classification that:

- a) Pays a higher rate of pay, shall receive the rate of pay **at the higher classification and at the Year which represents an increase** for the period of the assignment; or
- b) Pays a lower rate of pay, **the rate of pay shall not be reduced.**

8.6 **Employment Insurance Rebate**

Pursuant to the *Employment Insurance Act*, the Board will forward to each employee as soon as possible each year, an amount of monies equal to the employee’s share of the Employment Insurance Premium Reduction.

8.7 **Salary Supplements**

**Upon mutual agreement, the parties may implement salary supplements to address recruitment / retention issues. When a salary supplement is established, the following shall apply:**

- a) **The salary supplement shall be reviewed annually on or before August 1<sup>st</sup> of each year;**
- b) **The salary supplement shall be established in the same format as the current salary schedule;**
- c) **When a salary supplement is introduced or increased, current employees affected will be paid at their current Year (1, 2 or 3) of the established salary supplement;**
- d) **When the salary supplement is reduced or terminated, the employees affected shall maintain the salary supplement but not be entitled to any economic adjustments or negotiated adjustments until such time as the salary supplement maximum is exceeded by the regular salary maximum for their classification; and**
- e) **If a salary supplement is required for a continuous period of three (3) years, the salary supplement shall become the regular rate for that classification.**



## ARTICLE 9 - BENEFITS

### 9.1 Employee Benefits Plan

A Group Benefits Plan will operate as follows:

<u>Benefit</u>	<u>Premium</u>
a) Life Insurance	100 % Employee
b) Long Term Disability	100% Employee
c) <b>Accidental Death &amp; Dismemberment</b>	<b>20% Employee / 80% Board</b>
d) <b>Extended Health Care</b>	<b>20% Employee / 80% Board</b>
e) <b>Vision Care</b>	<b>20% Employee / 80% Board</b>
f) <b>Dental Care</b>	<b>20% Employee / 80% Board</b>

## ARTICLE 10 - ANNUAL VACATION AND PAID HOLIDAYS

### 10.1 Academic Year Employees and Bus Drivers

#### a) Vacation Pay Entitlement

The Board recognizes the following as the annual vacation pay entitlement for academic year employees and for bus drivers paid in accordance with this Article:

- i) Up to and including the first (1<sup>st</sup>) year of continuous employment - 3/52nds of earnings;
- ii) After the first (1<sup>st</sup>) year of continuous employment and up to and including the sixth (6<sup>th</sup>) year of continuous employment - 3/52nds of earnings;
- iii) After the sixth (6<sup>th</sup>) year of continuous employment and up to and including the (15<sup>th</sup>) year of continuous employment - 4/52nds of earnings; and
- v) After the fifteenth (15<sup>th</sup>) year of continuous employment and every year of continuous employment thereafter - 5/52nds of earnings.

#### b) Paid Holidays

The Board recognizes the following as paid holidays for academic year employees and for bus drivers for those days which fall within their work year:

Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	New Year's Day
<b>Family Day</b>	Good Friday	Easter Monday
Victoria Day		

#### c) Payment

- i) The Board will pay the vacation pay entitlement and the paid holiday pay entitlement subject to this Article on a monthly basis for academic year employees and bus drivers.
- ii) The Board will calculate the paid holiday pay entitlement on the combination of the daily rate plus the daily kilometer rate per driver.

## 10.2 Calendar Year Employees

### a) Vacation Entitlement

The Board recognizes the following as the annual vacation entitlement of calendar year employees paid in accordance with this Article:

- i) Up to and including the first (1<sup>st</sup>) year of continuous employment - one and one-quarter (1 ¼) days per month;
- ii) After the first (1<sup>st</sup>) year of continuous employment and up to and including the sixth (6<sup>th</sup>) year of continuous employment - three (3) weeks vacation;
- iii) After the sixth (6<sup>th</sup>) year of continuous employment up to and including the fifteenth (15<sup>th</sup>) year of continuous employment - four (4) weeks vacation; and
- iv) After the fifteenth (15<sup>th</sup>) year of continuous employment and every year of continuous employment thereafter - five (5) weeks vacation.

### b) Vacation Scheduling

Annual vacation of calendar year employees are generally taken during the months of July and August and other school breaks. Request for vacation at other times will be considered given the circumstances of the request and operational feasibility. All vacation requests must be submitted to the appropriate supervisor no later than April 15<sup>th</sup>. Vacation schedules shall be posted by May 1<sup>st</sup> of each year and shall not be changed unless mutually agreed between the employee and the supervisor concerned.

### c) Notice

This Article shall serve as the notice of entitlements of vacations as prescribed by Section 32 of The Labour Standards Act.

### d) Paid Holidays

The Board recognizes the following as paid holidays for calendar year employees paid in accordance with this Article:

Canada Day	Saskatchewan Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day	New Year's Day	<b>Family Day</b>
Good Friday	Easter Monday	Victoria Day

## 10.3 General Provisions

### a) Termination of Employment

The Board will pay to an employee whose employment has terminated the earned vacation pay to which the employee is entitled pursuant to **Article 10.2 a)** - "Calendar Year Employees - Vacation Entitlement" and to Section 35 of The Labour Standards Act.

### b) Paid Holiday During Annual Vacation

The Board will approve vacation schedules pursuant to **Article 10.2 b)** - "Calendar Year Employees - Vacation Scheduling" in accordance with Section 34 of The Labour Standards Act to ensure that the vacation leave is increased in length by any of the paid holidays identified in this **Article 10.2 d)** - "Calendar Year Employees - Paid Holidays".

- c) Scheduling and Compensation of Paid Holidays.  
The following provisions apply to the paid holidays identified in **Article 10.1 b)** - “Academic Year Employees and Bus Drivers - Paid Holidays” and **Article 10.2 d)** - “Calendar Year Employees - Paid Holidays”:
- i) Paid Holidays on a Scheduled Day Off  
When any of the paid holidays falls on a permanent or temporary employee’s scheduled day off and the paid holiday is not proclaimed as being observed on another day by the Board, the employee shall receive another day off with pay at a time mutually agreed to by the employee and the Board.
- ii) Work on a Paid Holiday  
**Article 10.3 c) i)** - “General Provisions - Paid Holidays on a Scheduled Day Off” does not apply in the following circumstances:
- Regularly Scheduled Work  
An employee who is regularly scheduled to work on a paid holiday identified in this Article shall be paid double (2X) time in addition to regular wages for that day.
  - Scheduled Work  
An employee who is not regularly scheduled to work on a paid holiday identified in this Article but is scheduled to work shall be paid double (2X) time.
  - Application to Shifts  
The double (2X) time pay will apply only to a shift in which the majority of the hours fall within the day of the paid holiday, in which case it will apply to the entire shift.
- d) **Paid Holidays Falling on Saturday or Sunday**  
When a **paid holiday** falls on a Saturday and/or Sunday and **it is the employee’s designated day off, it shall be observed on the following Monday and/or Tuesday. If the paid holiday in question is not the employee’s designated day off, the paid holiday shall remain on its original date.**

## ARTICLE 11 - SICK LEAVE

### 11.1 Definition

- a) Sick leave is defined as the period of time an employee is absent from work with pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under *The Workers’ Compensation Act, 1979* or *The Automobile Accident Insurance Act.*
- b) Where medical appointments for the employee or the employee’s spouse, dependent children or dependent parents 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 11.2** - “Entitlement” to a maximum of two (2) working days per month.

## 11.2 Entitlement

### a) Academic Year Employees and Bus Drivers

Academic year employees and Bus Drivers shall be granted sick leave with pay at the rate of two (2) days per month to a maximum of twenty (20) working days per year.

### b) Calendar Year Employees

Calendar year employees shall be granted sick leave with pay at the rate of two (2) days per month to a maximum of twenty-four (24) working days per year.

### c) Accumulation

The unused portion of an employee's sick leave shall accrue to the employee's credit; the accumulation shall not exceed one hundred and eighty (180) days at any time.

### d) Calculations

No employee shall accumulate sick leave credits when that employee is:

- i) Sick in excess of thirty (30) calendar days; or
- ii) On a leave in excess of thirty (30) calendar days without pay pursuant to **Article 12** - "Leaves of Absence"; or
- iii) Laid off pursuant to **Article 4.4** - "Automatic Lay Off" or **Article 4.5** - "Lay Off Notice".

### e) Proportionate Benefits

The sick leave credits identified in this Article shall be prorated for those employees who work less than the full time equivalent hours identified in the applicable Schedule for that classification.

### f) New Employees

A new twelve-month employee shall be credited with twenty-four (24) days sick leave at the commencement of employment. A new ten month employee shall be credited with twenty (20) days sick leave at the commencement of employment. These credits are conditional upon an employee completing a full year of employment. The accumulated sick leave will be prorated for an employee who completes less than one year of service, and this may result in an adjustment to the termination cheque. No other sick leave may be accumulated during the first year of employment.

## 11.3 Proof of Illness

Every employee claiming sick leave with pay may be required to obtain and present a doctor's certificate acceptable to the Board from a medical practitioner stating that the employee was ill and unable to work. The Board may require **additional evidence** at the expense of the Board.

## 11.4 Statement

**Each employee's sick leave balance shall be on their Statement of Earnings and Deductions.**

### 11.5 Substitution

Employees who are on annual vacation can substitute vacation time with accumulated sick leave, if hospitalized or if confined to bed under a doctor's order for a minimum of three (3) consecutive days, while on vacation. A request will be made in writing to the Board with appropriate medical evidence **within three (3) days of the employee's return to work**. The Board may require additional evidence at the expense of the Board.

### 11.6 WCB Top Up

Where an employee is absent from work for medical reasons due to an accident, and is eligible for income replacement benefits pursuant to *The Worker's Compensation Act, 1979*, the Board shall **continue to pay the employee full wages for a maximum of one (1) year per claim. Worker's Compensation income replacement benefits will be paid directly to the Board for 12 month employees and directly to the Board for 10 month employees during the employee's work schedule and payment shall be made by Worker's Compensation directly to the employee during the scheduled school breaks.**

### 11.7 Saskatchewan Government Insurance Leave

Where an employee is absent from work for medical reasons due to an accident and is eligible for income replacement benefits from Saskatchewan Government Insurance (SGI), the Board shall **continue to pay the employee full wages** until the date the employee has depleted his sick leave or one (1) year has elapsed, whichever **comes first. Income replacement benefits paid by SGI to the employee must be reimbursed to the Board. Sick leave will be recorded as SGI leave and the percentage of leave that is not reimbursed by SGI will be deducted from the employee's sick leave.**

## **ARTICLE 12 - LEAVES OF ABSENCE**

### 12.1 General Leave

An employee may be granted a leave of absence, subject to operational feasibility, without pay and without loss of seniority. The request will be made, in writing, to the Principal or supervisor, as applicable.

#### a) Short Term

If the leave is less than twenty (20) continuous working days, seniority will continue to accrue.

#### b) Long Term

If the leave is of twenty (20) continuous working days or more, **effective the first (1<sup>st</sup>) day of the leave**, seniority will not be lost or accrue.

- c) Subsequent to and Consecutive with Maternity, Parental and Adoption Leave  
Employees granted general leave subsequent to and consecutive with a Maternity, Parental or Adoption Leave as per **Article 12.5** - “Maternity, Parental and Adoption Leave” shall accrue seniority for the period of the extended leave.

## 12.2 Union Leave

- a) Subject to operational feasibility and where the Union has agreed to reimburse the Board for all pay and benefits during the period of absence and where a minimum of **seven (7)** days notice has been provided, the Board shall grant a leave of absence with pay to an employee elected or selected by the Union to attend conferences, seminars and meetings.
- b) An employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated shall be granted a leave of absence without pay and without loss or accrual of seniority for a period of up to one (1) school year.
- c) Where sufficient written notice is provided by the employee and subject to operational feasibility and in accordance with **Article 6.2** - “Scheduling” the principal or applicable supervisor will attempt to schedule the hours of work around union meetings held in the evening.

## 12.3 Negotiation Leave

If the bargaining committees agree to meet to conduct negotiations during working hours, the Board will provide leave with pay for five (5) employees for their time spent in negotiations. The Union will advise the Board of the membership of the Union Bargaining Committee.

## 12.4 Jury/Witness Duty

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

- a) The employee shall pay to the Board any remuneration, other than expenses, which the employee receives for such absence. With respect to the Court of Queen’s Bench, the employee, if appearing as a witness, shall make application in accordance with “The Court of Queen’s Bench Fees Regulations” for witness fees.
- b) The employee shall notify the Board as soon as possible after receipt of notice for such absence.
- c) This Article does not apply to an employee who:
  - i) Has a direct or indirect interest in the outcome of any proceedings; or
  - ii) Appears as an accused in any proceedings.

## 12.5 Maternity, Parental and Adoption Leave

- a) The Parties agree that leave will be provided in accordance with The Labour Standards Act, except that an employee shall become eligible for such leave upon the completion of the probationary period pursuant to **Article 4.3** – “Probation and Trial Periods”. The Parties further agree that the employee will maintain or accumulate those benefits specifically identified in The Labour Standards Act, and those benefits specifically identified in this Agreement. A copy of the appropriate sections of The Labour Standards Act will be provided in each school, bus garage, board office, **and will be posted on the website**. The employee on maternity leave who is medically unfit for work due to pregnancy, delivery or post delivery may apply for sick leave benefits for that portion of her maternity leave granted in accordance with **Article 11.1 a)** – “Definition – Sick Leave”.

**For more information see Appendix “A” - “Quick Reference Chart”.**

- b) A leave of absence for a period greater than that provided for in The Labour Standards Act will be considered by the Board pursuant to **Article 12.1 c)** - “General Leave - Subsequent to and Consecutive with Maternity, Parental and Adoption Leave”.
- c) On a day when an employee is scheduled to work, one (1) day leave with pay will be granted to attend the employee’s **spouse during childbirth if the birth occurs on the employee’s scheduled work day**. The leave shall be deducted from the employee’s sick leave bank.

## 12.6 Compassionate Leave

- a) Definition  
**For the purpose of this section**, immediate family is defined to include spouse, father, mother, brother, sister, child, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, and parent surrogate.
- b) Leave  
In the event of critical illness in the immediate family leave with pay shall be granted to all employees who have been employed for a continuous period of three (3) months with the Board up to a maximum of five (5) working days. The Board may request proof of relationship.
- c) Additional Leave  
The Director or designate may, upon written request, grant additional compassionate leave with or without pay.
- d) Compassionate Care Leave  
An employee shall also be entitled to a leave of absence without pay of up to twelve (12) weeks, or such longer period which may be required by provincial statute, in order to care for a critically ill family member who is dependent on the employee for care. An employee shall apply in writing, providing proof of the nature of the dependant relationship and the critical illness of the family member.

## 12.7 Bereavement Leave

### a) Definition

**For the purpose of this section**, immediate family shall include spouse, father, mother, brother, sister, child, grandchild, grandparent, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, **grandparent-in-law**, niece, nephew, **first cousin**, aunt, uncle and parent surrogate.

### b) Leave

In the event of death in the immediate family, leave with pay shall be granted to all employees up to a maximum of five (5) working days. The Board may request proof of relationship and date of death.

### c) Additional Leave

The Director or designate may, upon written request, grant additional **bereavement** leave with or without pay.

### d) Pallbearer's Leave

The **Director or designate** may grant upon written request up to one (1) day without loss of salary or wages to attend a funeral as a pallbearer.

## 12.8 Required Courses Leave

a) Where the Director or designate requires an employee to take a specific course, the Board will pay the associated costs. Where the employee does not successfully complete the course the employee may be required to repay the associated costs.

b) Where the Director or designate approves a written application from an employee to take a work related course; the employee will be reimbursed the cost of the course upon proof of successful completion.

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

## 12.9 Education Leave

Employees may apply for unpaid education leave under **Article 12.1 - General Leave**.

## 12.10 Personal Leave with pay

Permanent employees shall be entitled to receive one (1) working day per school year subject to this Article as personal leave. Leave will be granted upon written application to the Principal or supervisor, as applicable, on a mutually agreeable day.



## **ARTICLE 13 - ALLOWANCES AND FEES**

### 13.1 Travel Allowance

- a) Employees who as a condition of their employment are required or who are required from time to time to use their own vehicle for the Board's business will be paid according to Board policy per kilometre, **but shall not be less than the minimum of \$5.00 per trip** as identified in Schedule "D" - "Salary Schedule - Support Staff".
- b) The School Social Worker and **the Community School Coordinator** shall receive a monthly travel allowance for the months of September to June.

### 13.2 Social Worker Fees

The Board upon written request shall pay the annual provincial social worker fees and the required Canadian Association of Social Workers liability insurance. The request shall be accompanied by the necessary forms and shall be made no later than one month prior to the deadline for payment.

### 13.3 Immunizations

**Employees, who in the normal course of their duties are directly exposed to blood and/or bodily fluids, shall be reimbursed the balance of preventative immunizations for Hepatitis A, B or a combination Hepatitis vaccine. Claims for this coverage must first be made to the Extended Health Care provider and then to the Board. Expenses eligible for reimbursement shall not include yearly deductibles. Request for such reimbursement must be accompanied by a receipt.**

## **ARTICLE 14 - UNIFORMS AND CLOTHING**

This clause applies to each employee assigned to a position where the Board requires such employees to wear a Board approved uniform or specialized clothing.

### 14.1 Initial Supply

Upon completion of the probationary period, the Board will supply the following clothing to each respective employee:

- a) First Year of Employment
  - three (3) pairs of trousers
  - three (3) shirts
  - one (1) jacket
  - two (2) pair of overalls, where applicable
  - smocks, where applicable
  - snow suits, where applicable
  - such other items as may be approved by the Board

- b) Second Year of Employment
  - two (2) pairs of trousers plus replacement if needed
  - two (2) shirts plus replacement if needed
  -
- c) Third Year of Employment
  - one (1) pair of trousers plus replacement if needed
  - one (1) shirt plus replacement if needed

#### 14.2 Replacement

Employees shall receive replacement of supplied clothing by submitting a request to their Supervisor. Items shall be replaced on an as needed basis upon return of the unsuitable article of clothing.

#### 14.3 Safety Boots

Employees required to wear safety boots shall be reimbursed for purchases upon presentation of receipts to a maximum of **\$100.00** annually.

#### 14.4 Uniform Regulations

Subject to Board Policy, uniform clothing must be worn at all times when on duty. If neglect or misuse damages uniform clothing, the employee concerned will be required to replace the uniform clothing at the employee's cost.

#### 14.5 Bathing Suits

- a) Employees required to wear bathing suits shall be reimbursed for purchases upon presentation of receipts to a maximum of **\$80.00** annually.
- b) Employees working in special programs that require higher use of bathing suits or who have special requirements may make application to **their school principal or designate** for additional funding.

### **ARTICLE 15 - GRIEVANCE PROCEDURE**

#### 15.1 Definition

A grievance shall be defined as any difference or dispute between the Board and any employee or the Union arising out of the interpretation, application or alleged violation of any specific provision of this Agreement. A grievance with respect to a termination will be initiated at **Article 15.3 b)** - "Procedure - Step 2".

## 15.2 Informal Resolution

Employees and their supervisors are encouraged to attempt to resolve differences that may arise through discussion. Where an employee requires such assistance, a representative of the Union may accompany the employee. Where the matter is one of general concern to the Union informal discussion between the Union representative(s) and the Director of Education or designate is encouraged.

## 15.3 Procedure

The Board and the Union agree that the following procedure is to be followed quickly in order to resolve disputes:

### a) Step 1

- i) As soon as possible while allowing for the informal resolution of disputes, and in any case within thirty (30) working days of the event giving rise to the dispute, the Union shall file a grievance with the appropriate Superintendent of Schools, specifying the offended article or articles and the remedy sought.
- ii) The employee or employees concerned and a union representative(s) shall meet with the Superintendent to discuss the grievance within ten (10) working days of the receipt of the written grievance.
- iii) The Superintendent shall render a written decision to the employee or employees and the Union within ten (10) working days of such discussion.

### b) Step 2

- i) Failing agreement in Step 1, the Union may appeal in writing the decision of the Superintendent of Schools, within ten (10) working days of its receipt, to the Director of Education.
- ii) The employee concerned and a Union representative(s) shall meet with the appropriate representatives of management to discuss the grievance within ten (10) working days of its receipt.

**Should the employee provide medical evidence acceptable to the Board that he is medically unfit to attend the meeting, Article 15.3 b) ii) shall be waived.**

- iii) The Director shall render a written decision to the employee with a copy to the Union, within ten (10) working days of such discussion.

### c) Step 3

- i) Failing agreement under Step 2, a written application for a hearing may be made by the Union through the Director or designate to the Board within ten (10) working days of receipt of the decision at Step 2.

- ii) The hearing shall occur at the next regular meeting of the Board following the receipt of the application, where it is scheduled at least three (3) working days following receipt of the application. Otherwise such hearing shall occur at the next subsequent regular meeting of the Board.
  - iii) The Board shall send its decision, in writing, to the employee or employees and the Union within ten (10) working days of the hearing.
- d) Step 4
- i) Grievances which cannot be resolved through the above may be referred to a Board of Arbitration within twenty (20) working days following receipt of the Board's decision at Step 3.
  - ii) The Board of Arbitration shall consist of one (1) member appointed by the Union, one (1) member appointed by the Board, and a chairperson, jointly named by the two members so appointed.
  - iii) Where the appointees of the parties fail to agree, within twenty (20) working days of the second nominee's appointment, on the appointment of a chairperson either party may request the chairperson of the Labour Relations Board to appoint the third member.

#### 15.4 Decision of the Board of Arbitration

The Board of Arbitration shall:

- a) Not have the power to change this Agreement, or to alter, modify, or amend any of its Articles;
- b) Be limited to dealing with issues which are submitted to it for arbitration; and
- c) Make every effort to render a final and binding decision within sixty (60) working days of the arbitration hearing.

#### 15.5 Time Limits

The time limits fixed in the grievance and arbitration procedure may be extended by mutual consent of the parties to this Agreement.

#### 15.6 Expenses of the Board

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

## 15.7 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 a local union representative as identified in **Article 15.3** - "Procedure" shall suffer no loss in pay in attending the discussions and meetings, specified under **Article 15.3** a), b), c) and d) which occur during their hours of work. The Union recognizes that a local union representative is employed to perform full-time work for the Board. The Board recognizes that a local union representative has a responsibility to negotiate the settlement of grievances as they relate to this Agreement in such a way as to not disrupt the activities of the school.

## **ARTICLE 16 - TERMINATION AND DISCIPLINE**

### 16.1 Discipline

When the Board 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 right to union representation.** The employee will be advised in writing, with a copy to the Union, of any disciplinary measures taken as a result of the disciplinary meeting.

### 16.2 Termination

A terminated employee shall be given the reasons for the just cause termination in writing and be advised of the Board meeting at which the Board will consider the termination. The employee will be advised that if the employee so desires, a local union representative may be present. The Union Local shall be advised promptly in writing of the reasons for the termination.

## **ARTICLE 17 - TERM OF AGREEMENT**

### 17.1 Duration

This Agreement shall be effective from **August 1, 2009** and shall remain in force up to and including **July 31, 2012** and from year to year thereafter unless written notice is given pursuant to **Article 17.2** - "Written Notice".

### 17.2 Written Notice

Either party may, not less than thirty (30) days nor more than sixty (60) days before the expiry date hereof, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.

**SALARY SCHEDULE "A"**  
**FULL TIME EQUIVALENT HOURS OF WORK BY CLASSIFICATION**

**Effective August 1, 2009**

<b><u>Classifications - Schedule "B"</u></b>	<b><u>Year</u></b>	<b><u>Hrs / Year</u></b>	<b><u>Days / Year</u></b>	<b><u>Hrs / Day</u></b>
Caretaker	Calendar	2080	260	8.0
Caretaker I	Calendar	2080	260	8.0
Caretaker II	Calendar	2080	260	8.0
Caretaker III	Calendar	2080	260	8.0
Building Operator	Calendar	2080	260	8.0
Maintenance Tradesperson	Calendar	2080	260	8.0
Maintenance Tradesperson I	Calendar	2080	260	8.0
Truck Driver / Helper	Calendar	2080	260	8.0
Labourer	Calendar	2080	260	8.0

<b><u>Classifications - Schedule "C"</u></b>	<b><u>Year</u></b>	<b><u>Hrs / Year</u></b>	<b><u>Days / Year</u></b>	<b><u>Hrs / Day</u></b>
Mechanic	Calendar	2080	260	8.0
Mechanic I	Calendar	2080	260	8.0
Shop Manager	Calendar	2080	260	8.0
Garage Helper / Parts Person	Calendar	2080	260	8.0
Bus Driver			186 day * (minimum)	

\* Does not include Paid Holidays

**SALARY SCHEDULE "A" - Continued**  
**FULL TIME EQUIVALENT HOURS OF WORK BY CLASSIFICATION**

**Effective August 1, 2009**

<b><u>Classifications - Schedule "D"</u></b>	<b><u>Year</u></b>	<b><u>Hrs / Year</u></b>	<b><u>Days / Year</u></b>	<b><u>Hrs / Day</u></b>
Receptionist	Calendar	1950	260	7.5
Secretary I	Academic	<b>1470</b>	210	<b>7.0</b>
Secretary II	Calendar	1820	260	7.0
Secretary III	Calendar	1950	260	7.5
Accounts Payable Clerk	Calendar	1820	260	7.0
Shipper / Receiver	Calendar	1820	260	7.0
Purchasing Clerk	Calendar	1820	260	7.0
Purchasing Officer	Calendar	1820	260	7.0
Payroll Clerk	Calendar	1820	260	7.0
Library Assistant	Academic	1345.5	207	6.5
Library Technician II	Academic	1345.5	207	6.5
Library Technician III	Calendar	1690	260	6.5
<b>Language Assistant</b>	<b>Academic</b>	<b>1306.5</b>	<b>201</b>	<b>6.5</b>
Educational Associate - Special Education	Academic	<b>1306.5</b>	201	<b>6.5</b>
Educational Associate I - Special Education	Academic	<b>1306.5</b>	201	<b>6.5</b>
Educational Associate - Community School	Academic	1379	197	7.0
Educational Associate I - Community School	Academic	1379	197	7.0
Community School Coordinator	Calendar	1820	260	7.0
School Social Worker	Academic	<b>1379</b>	197	<b>7.0</b>
Software Support	Calendar	1820	260	7.0
Computer Technician I	Calendar	1820	260	7.0
Computer Technician II	Calendar	1820	260	7.0
<b>Database Technician II</b>	<b>Calendar</b>	<b>1820</b>	<b>260</b>	<b>7.0</b>
General Helper	Academic	<b>1592</b>	<b>199</b>	8.0
Cook	Academic	<b>1592</b>	<b>199</b>	8.0

**NOTES:**

1. Secretary I, Library Assistant, Library Technician II, **Cook and General Helper** may be scheduled to work up to 10 additional days in an academic year.
2. Educational Associates and School Social workers may be scheduled to work up to 3 additional days in an academic year.

## SALARY SCHEDULE "B" - MAINTENANCE

<u>CLASSIFICATION</u>		<u>EFFECTIVE</u>		<u>EFFECTIVE</u>		<u>EFFECTIVE</u>	
		<u>August 1, 2009 (3%)</u>		<u>August 1, 2010 (4%)</u>		<u>August 1, 2011 (4%)</u>	
		<u>HOUR</u>	<u>MONTH</u>	<u>HOUR</u>	<u>MONTH</u>	<u>HOUR</u>	<u>MONTH</u>
CARETAKER	YEAR 1	17.64	\$3,057.60	18.35	\$3,179.91	19.08	\$3,307.10
	YEAR 2	17.95	\$3,110.66	18.66	\$3,235.09	19.41	\$3,364.49
	YEAR 3	18.47	\$3,201.05	19.21	\$3,329.09	19.97	\$3,462.26
CARETAKER I	YEAR 1	18.89	\$3,274.20	19.65	\$3,405.17	20.43	\$3,541.38
	YEAR 2	19.21	\$3,329.22	19.98	\$3,462.39	20.77	\$3,600.89
	YEAR 3	19.73	\$3,419.62	20.52	\$3,556.40	21.34	\$3,698.66
CARETAKER II	YEAR 1	19.40	\$3,362.63	20.18	\$3,497.14	20.98	\$3,637.02
	YEAR 2	19.72	\$3,417.65	20.51	\$3,554.36	21.33	\$3,696.53
	YEAR 3	20.23	\$3,506.08	21.04	\$3,646.32	21.88	\$3,792.17
CARETAKER III	YEAR 1	19.80	\$3,431.41	20.59	\$3,568.66	21.41	\$3,711.41
	YEAR 2	20.15	\$3,492.32	20.95	\$3,632.02	21.79	\$3,777.30
	YEAR 3	20.64	\$3,576.82	21.46	\$3,719.89	22.32	\$3,868.69
BUILDING OPERATOR	YEAR 1	24.97	\$4,328.99	25.97	\$4,502.14	27.01	\$4,682.23
	YEAR 2	25.85	\$4,480.29	26.88	\$4,659.51	27.96	\$4,845.89
	YEAR 3	26.94	\$4,668.94	28.01	\$4,855.70	29.13	\$5,049.92
MAINTENANCE TRADESPERSON	YEAR 1	19.00	\$3,293.41	19.76	\$3,425.15	20.55	\$3,562.15
	YEAR 2	20.01	\$3,468.30	20.81	\$3,607.03	21.64	\$3,751.31
	YEAR 3	21.03	\$3,645.15	21.87	\$3,790.96	22.75	\$3,942.60
MAINTENANCE TRADESPERSON 1	YEAR 1	24.27	\$4,207.15	25.24	\$4,375.44	26.25	\$4,550.46
	YEAR 2	24.87	\$4,311.30	25.87	\$4,483.75	26.90	\$4,663.10
	YEAR 3	25.47	\$4,415.45	26.49	\$4,592.07	27.55	\$4,775.75
TRUCK DRIVER / HELPER	YEAR 1	17.64	\$3,057.60	18.35	\$3,179.91	19.08	\$3,307.10
	YEAR 2	17.95	\$3,110.66	18.66	\$3,235.09	19.41	\$3,364.49
	YEAR 3	18.47	\$3,201.05	19.21	\$3,329.09	19.97	\$3,462.26
SUMMER STUDENT / LABOURER	SEASON 1	<b>12.88</b>		<b>13.39</b>		<b>13.93</b>	
	SEASON 2	<b>13.27</b>		<b>13.80</b>		<b>14.35</b>	
	SEASON 3	<b>13.66</b>		<b>14.20</b>		<b>14.77</b>	
SHIFT DIFFERENTIAL	/HR						
- WEEKEND/AFTERNOON		\$0.85		\$0.85		\$0.85	
- LEADHAND		\$0.85		\$0.85		\$0.85	

**Pay one Caretaker "Leadhand Differential" of .85/hr where there are more than 6 Caretakers on an Afternoon Shift. Leadhand to be assigned on a rotational basis for those who agree to accept the Leadhand role.**

Tradesperson Apprentice shall be paid the following percentages of the Maintenance Tradesperson 1 Year 1 rate:

- Year 1 (indentured) - 50%
- Year 2 (successfully completed year 1) - 60%
- Year 3 (successfully completed year 2) - 75%
- Year 4 (successfully completed year 3) - 90%



**SALARY SCHEDULE "C" - TRANSPORTATION**

<u>CLASSIFICATION</u>		<u>EFFECTIVE</u>		<u>EFFECTIVE</u>		<u>EFFECTIVE</u>	
		<u>August 1, 2009 (3%)</u>		<u>August 1, 2010 (4%)</u>		<u>August 1, 2011 (4%)</u>	
		<u>HOUR</u>	<u>MONTH</u>	<u>HOUR</u>	<u>MONTH</u>	<u>HOUR</u>	<u>MONTH</u>
MECHANIC	YEAR 1	19.00	\$3,293.41	19.76	\$3,425.15	20.55	\$3,562.15
	YEAR 2	20.01	\$3,468.30	20.81	\$3,607.03	21.64	\$3,751.31
	YEAR 3	21.03	\$3,645.15	21.87	\$3,790.96	22.75	\$3,942.60
MECHANIC I	YEAR 1	24.27	\$4,207.15	25.24	\$4,375.44	26.25	\$4,550.46
	YEAR 2	24.87	\$4,311.30	25.87	\$4,483.75	26.90	\$4,663.10
	YEAR 3	25.47	\$4,415.45	26.49	\$4,592.07	27.55	\$4,775.75
SHOP MANAGER	YEAR 1	24.97	\$4,328.99	25.97	\$4,502.14	27.01	\$4,682.23
	YEAR 2	25.85	\$4,480.29	26.88	\$4,659.51	27.96	\$4,845.89
	YEAR 3	26.94	\$4,668.94	28.01	\$4,855.70	29.13	\$5,049.92
GARAGE HELPER	YEAR 1	17.64	\$3,057.60	18.35	\$3,179.91	19.08	\$3,307.10
	YEAR 2	17.95	\$3,110.66	18.66	\$3,235.09	19.41	\$3,364.49
	YEAR 3	18.47	\$3,201.05	19.21	\$3,329.09	19.97	\$3,462.26
RURAL BUS DRIVER - DAILY	YEAR 1		60.13		62.54		65.04
	YEAR 2		62.95		65.47		68.09
	YEAR 3		65.78		68.42		71.15
CITY BUS DRIVER - DAILY	YEAR 1		70.72		73.55		76.49
	YEAR 2		73.09		76.02		79.06
	YEAR 3		75.48		78.49		81.63

Mechanic Apprentice shall be paid the following percentages of the Mechanic 1 Year 1 rate:

- Year 1 (indentured) - 50%
- Year 2 (successfully completed year 1) - 60%
- Year 3 (successfully completed year 2) - 75%
- Year 4 (successfully completed year 3) - 90%

**SUBSTITUTE BUS DRIVERS**

**Rural Substitute Bus Drivers shall be paid at Year 1 of the Rural Bus Driver daily rate plus the applicable Driver Allowances and where required, the designated rural driver supplement.**

**City Substitute Bus Drivers shall be paid at Year 1 of the City Bus Driver daily rate plus the applicable Driver Allowances.**

**SALARY SCHEDULE “C”- TRANSPORTATION - Continued**

**EXTRA CURRICULAR TRIPS – Drivers**

- Hourly Rate Minimum Wage + **\$.75**/hour
- **Trip Rate**
  - **Half Day - \$37.50**
  - **Full Day - \$75.00**

**Driver Allowance for one or more designated students as specified under “Driver Allowances” shall also apply for Extra Curricular Trips**

**DRIVER ALLOWANCES**

	<b><u>Effective Aug. 1/09</u></b>	<b><u>Effective Aug. 1/10</u></b>	<b><u>Effective Aug. 1/11</u></b>
- plug-ins (per year)	\$150.00	\$150.00	\$150.00
- day rate for students with disabilities for drivers that have one or more designated students as per Saskatchewan Rivers’ definition	\$ 10.00	\$ 10.00	\$ 10.00
- Noon Trip (City Routes only)	\$ 20.00	\$ 20.00	\$ 20.00
- City Driver travel rate for city routes extending more than 5 km. outside the city limits	<b>\$ 0.118</b>	<b>\$ 0.122</b>	<b>\$ 0.127</b>
- Rural driver km. rate	<b>\$ 0.118</b>	<b>\$ 0.122</b>	<b>\$ 0.127</b>

**BUS WASH**

(1 hour minimum) except for designated rural drivers Minimum wage + \$.50/hour

**OTHER**

- designated rural driver supplement \$33.68
- garage service (Rural Drivers Only – 3 hour minimum) Minimum wage + \$.50/hour
- required in-service Minimum wage + \$.50/hour

**SALARY SCHEDULE "D" - SUPPORT STAFF**

<b><u>CLASSIFICATION</u></b>		<b><u>EFFECTIVE</u></b>		<b><u>EFFECTIVE</u></b>		<b><u>EFFECTIVE</u></b>	
		<b><u>August 1, 2009 (3%)</u></b>		<b><u>August 1, 2010 (4%)</u></b>		<b><u>August 1, 2011 (4%)</u></b>	
		<b><u>HOUR</u></b>	<b><u>MONTH</u></b>	<b><u>HOUR</u></b>	<b><u>MONTH</u></b>	<b><u>HOUR</u></b>	<b><u>MONTH</u></b>
<b>RECEPTIONIST</b>	<b>YEAR 1</b>	19.66	\$3,194.42	20.44	\$3,322.20	21.26	\$3,455.08
	<b>YEAR 2</b>	20.24	\$3,288.37	21.05	\$3,419.91	21.89	\$3,556.70
	<b>YEAR 3</b>	20.89	\$3,395.22	21.73	\$3,531.03	22.60	\$3,672.27
<b>SECRETARY I</b>	<b>YEAR 1</b>	18.92	\$2,781.40	19.68	\$2,892.65	20.47	\$3,008.36
	<b>YEAR 2</b>	19.27	\$2,833.06	20.04	\$2,946.38	20.85	\$3,064.24
	<b>YEAR 3</b>	19.76	\$2,904.72	20.55	\$3,020.91	21.37	\$3,141.75
<b>SECRETARY II</b>	<b>YEAR 1</b>	19.66	\$2,981.46	20.44	\$3,100.72	21.26	\$3,224.75
	<b>YEAR 2</b>	20.24	\$3,069.15	21.05	\$3,191.91	21.89	\$3,319.59
	<b>YEAR 3</b>	20.89	\$3,168.87	21.73	\$3,295.63	22.60	\$3,427.45
<b>SECRETARY III</b>	<b>YEAR 1</b>	24.97	\$4,058.42	25.97	\$4,220.76	27.01	\$4,389.59
	<b>YEAR 2</b>	25.85	\$4,200.28	26.88	\$4,368.29	27.96	\$4,543.02
	<b>YEAR 3</b>	26.94	\$4,377.13	28.01	\$4,552.21	29.13	\$4,734.30
<b>ACCOUNTS PAYABLE</b>	<b>YEAR 1</b>	18.90	\$2,866.26	19.65	\$2,980.91	20.44	\$3,100.14
	<b>YEAR 2</b>	20.72	\$3,143.08	21.55	\$3,268.81	22.41	\$3,399.56
	<b>YEAR 3</b>	22.55	\$3,419.91	23.45	\$3,556.70	24.39	\$3,698.97
<b>SHIPPER RECEIVER</b>	<b>YEAR 1</b>	18.29	\$2,773.41	19.02	\$2,884.35	19.78	\$2,999.72
	<b>YEAR 2</b>	20.11	\$3,050.24	20.92	\$3,172.24	21.75	\$3,299.13
	<b>YEAR 3</b>	21.94	\$3,327.06	22.81	\$3,460.14	23.73	\$3,598.55
<b>PURCHASING CLERK</b>	<b>YEAR 1</b>	18.92	\$2,869.70	19.68	\$2,984.48	20.47	\$3,103.86
	<b>YEAR 2</b>	19.27	\$2,923.00	20.04	\$3,039.92	20.85	\$3,161.52
	<b>YEAR 3</b>	19.76	\$2,996.93	20.55	\$3,116.81	21.37	\$3,241.48
<b>PURCHASING OFFICER</b>	<b>YEAR 1</b>	20.11	\$3,050.24	20.92	\$3,172.24	21.75	\$3,299.13
	<b>YEAR 2</b>	21.94	\$3,327.06	22.81	\$3,460.14	23.73	\$3,598.55
	<b>YEAR 3</b>	23.76	\$3,603.89	24.71	\$3,748.04	25.70	\$3,897.96
<b>PAYROLL CLERK</b>	<b>YEAR 1</b>	20.62	\$3,127.61	21.45	\$3,252.71	22.30	\$3,382.82
	<b>YEAR 2</b>	22.45	\$3,404.43	23.34	\$3,540.61	24.28	\$3,682.24
	<b>YEAR 3</b>	24.28	\$3,682.98	25.25	\$3,830.30	26.26	\$3,983.51

**SALARY SCHEDULE "D" - SUPPORT STAFF - Continued**

<u>CLASSIFICATION</u>		<u>EFFECTIVE</u>		<u>EFFECTIVE</u>		<u>EFFECTIVE</u>	
		<u>August 1, 2009 (3%)</u>		<u>August 1, 2010 (4%)</u>		<u>August 1, 2011 (4%)</u>	
		<u>HOUR</u>	<u>MONTH</u>	<u>HOUR</u>	<u>MONTH</u>	<u>HOUR</u>	<u>MONTH</u>
LIBRARY ASSISTANT	YEAR 1	18.92	\$2,545.83	19.68	\$2,647.66	20.47	\$2,753.57
	YEAR 2	19.27	\$2,593.12	20.04	\$2,696.84	20.85	\$2,804.72
	YEAR 3	19.76	\$2,658.71	20.55	\$2,765.06	21.37	\$2,875.66
LIBRARY TECH. II	YEAR 1	18.95	\$2,549.99	19.71	\$2,651.99	20.50	\$2,758.07
	YEAR 2	19.90	\$2,677.49	20.70	\$2,784.59	21.52	\$2,895.97
	YEAR 3	20.90	\$2,811.92	21.73	\$2,924.40	22.60	\$3,041.37
LIBRARY TECH. III	YEAR 1	19.90	\$2,802.53	20.70	\$2,914.63	21.52	\$3,031.21
	YEAR 2	20.90	\$2,943.23	21.73	\$3,060.96	22.60	\$3,183.40
	YEAR 3	21.94	\$3,089.74	22.82	\$3,213.33	23.73	\$3,341.87
LANGUAGE ASSISTANT	YEAR 1	24.97	\$3,262.97	25.97	\$3,393.49	27.01	\$3,529.23
	YEAR 2	25.85	\$3,377.02	26.88	\$3,512.10	27.96	\$3,652.59
	YEAR 3	26.94	\$3,519.21	28.01	\$3,659.98	29.13	\$3,806.38
EDUCATIONAL ASSOCIATE - SPECIAL EDUCATION	YEAR 1	17.39	\$2,271.53	18.08	\$2,362.39	18.81	\$2,456.89
	YEAR 2	18.26	\$2,385.92	18.99	\$2,481.35	19.75	\$2,580.61
	YEAR 3	19.17	\$2,504.34	19.94	\$2,604.51	20.73	\$2,708.69
EDUCATIONAL ASSOCIATE 1 - SPECIAL EDUCATION	YEAR 1	18.95	\$2,476.08	19.71	\$2,575.12	20.50	\$2,678.13
	YEAR 2	19.90	\$2,599.88	20.70	\$2,703.88	21.52	\$2,812.03
	YEAR 3	20.90	\$2,730.42	21.73	\$2,839.63	22.60	\$2,953.22
EDUCATIONAL ASSOCIATE - COMMUNITY SCHOOL	YEAR 1	17.39	\$2,397.58	18.08	\$2,493.49	18.81	\$2,593.23
	YEAR 2	18.26	\$2,518.32	18.99	\$2,619.05	19.75	\$2,723.81
	YEAR 3	19.17	\$2,643.31	19.94	\$2,749.04	20.73	\$2,859.00
EDUCATIONAL ASSOCIATE 1 - COMMUNITY SCHOOL	YEAR 1	18.95	\$2,613.48	19.71	\$2,718.02	20.50	\$2,826.74
	YEAR 2	19.90	\$2,744.15	20.70	\$2,853.92	21.52	\$2,968.08
	YEAR 3	20.90	\$2,881.93	21.73	\$2,997.21	22.60	\$3,117.10
COMMUNITY SCHOOL COORDINATOR	YEAR 1	24.97	\$3,787.86	25.97	\$3,939.38	27.01	\$4,096.95
	YEAR 2	25.85	\$3,920.26	26.88	\$4,077.07	27.96	\$4,240.15
	YEAR 3	26.94	\$4,085.32	28.01	\$4,248.73	29.13	\$4,418.68
SCHOOL SOCIAL WORKER	YEAR 1	27.47	\$3,788.45	28.57	\$3,939.98	29.71	\$4,097.58
	YEAR 2	28.43	\$3,920.86	29.57	\$4,077.69	30.75	\$4,240.80
	YEAR 3	29.63	\$4,085.95	30.81	\$4,249.39	32.05	\$4,419.36

**SALARY SCHEDULE "D" - SUPPORT STAFF - Continued**

<u>CLASSIFICATION</u>		<u>EFFECTIVE</u>		<u>EFFECTIVE</u>		<u>EFFECTIVE</u>	
		<u>August 1, 2009 (3%)</u>		<u>August 1, 2010 (4%)</u>		<u>August 1, 2011 (4%)</u>	
		<u>HOUR</u>	<u>MONTH</u>	<u>HOUR</u>	<u>MONTH</u>	<u>HOUR</u>	<u>MONTH</u>
SOFTWARE SUPPORT	YEAR 1	18.29	\$2,773.41	19.02	\$2,884.35	19.78	\$2,999.72
	YEAR 2	20.11	\$3,050.24	20.92	\$3,172.24	21.75	\$3,299.13
	YEAR 3	21.94	\$3,327.06	22.81	\$3,460.14	23.73	\$3,598.55
COMPUTER TECH I	YEAR 1	18.29	\$2,773.41	19.02	\$2,884.35	19.78	\$2,999.72
	YEAR 2	20.11	\$3,050.24	20.92	\$3,172.24	21.75	\$3,299.13
	YEAR 3	21.94	\$3,327.06	22.81	\$3,460.14	23.73	\$3,598.55
COMPUTER TECH II	YEAR 1	23.31	\$3,535.11	24.24	\$3,676.51	25.21	\$3,823.57
	YEAR 2	26.05	\$3,951.21	27.09	\$4,109.25	28.18	\$4,273.62
	YEAR 3	28.81	\$4,369.02	29.96	\$4,543.78	31.16	\$4,725.54
DATABASE TECH II	YEAR 1	23.31	\$3,535.11	24.24	\$3,676.51	25.21	\$3,823.57
	YEAR 2	26.05	\$3,951.21	27.09	\$4,109.25	28.18	\$4,273.62
	YEAR 3	28.81	\$4,369.02	29.96	\$4,543.78	31.16	\$4,725.54
GENERAL HELPER	YEAR 1	16.00	\$2,546.59	16.64	\$2,648.46	17.30	\$2,754.40
	YEAR 2	16.25	\$2,586.30	16.90	\$2,689.75	17.57	\$2,797.34
	YEAR 3	16.36	\$2,604.35	17.01	\$2,708.52	17.69	\$2,816.86
COOK	YEAR 1	16.94	\$2,696.39	17.61	\$2,804.25	18.32	\$2,916.42
	YEAR 2	17.28	\$2,750.54	17.97	\$2,860.56	18.69	\$2,974.98
	YEAR 3	17.55	\$2,793.85	18.25	\$2,905.61	18.98	\$3,021.83

**ALLOWANCES:**

**EFFECTIVE**  
**AUG. 1/09**

Required overnight stay allowance: For all employees except bus drivers	\$ 50.00
Board approved travel minimum trip:	\$ 5.00
Monthly Travel Allowance:	\$150.00
- School Social Worker	
- Community School Coordinator	

## SALARY SCHEDULE “E” - SUBSTITUTE PAY

### SUBSTITUTE PAY

The rate of substitute pay in each classification shall be as described below. Substitutes must have the required education, knowledge, qualifications and experience:

1. Secretary I and Secretary II

A substitute Secretary shall receive the rate of Secretary I, Step I, for the first ten consecutive days in the same assignment. After the tenth day in the same assignment, the substitute will receive Step I in the classification of the employee being replaced by the substitute.

2. Secretary III

A substitute Secretary III shall receive the rate of Secretary III, effective when the duties of Secretary III are officially assigned to the substitute employee.

3. Library Assistant, Library Technician, Library Technician III

A library substitute shall receive the rate of Library Assistant, Step I for the first ten consecutive days in the same assignment. After the tenth day in the same assignment the substitute will receive Step I in the classification of the employee being replaced by the substitute.

4. Educational Associate, Educational Associate I, (Special Education and Community School)

An Educational Associate substitute shall receive the rate of Educational Associate, Step I.

5. School Social Worker, Community School Co-ordinator, Purchasing Clerk, Shipper Receiver, Accounts Payable Clerk, Purchasing Officer, Payroll Clerk, Cook, General Helper, Truck Driver, Labourer, Receptionist.

A substitute in each of the above classifications shall receive the Step I rate in the classification of the employee being replaced by the substitute.

6. Computer Technician I and Computer Technician II

A substitute in the above classifications shall receive the rate of Computer Technician I Step 1.

7. Caretaker, Caretaker I, Caretaker II, Caretaker III

A substitute in the above classifications shall receive the rate of Caretaker, Step I for the first ten consecutive days in the same assignment. After the tenth day in the same assignment the substitute will receive Step I in the classification of the employee being replaced by the substitute.

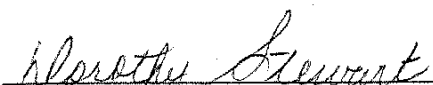
8. Building Operator

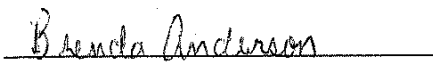
A substitute Building Operator shall receive the Building Operator rate, effective when the duties of Building Operator are officially assigned to the substitute employee.

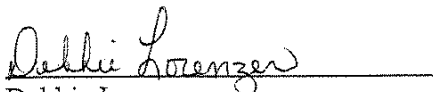
SIGNING PAGE

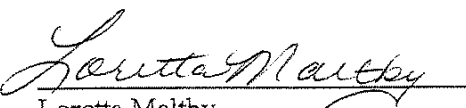
IN WITNESS WHEREOF the Parties have hereunder affixed their seals attested by the hands of their property authorized Officers in that behalf.


ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
LOCAL 4195

  
\_\_\_\_\_  
Dorothy Stewart  
President


  
\_\_\_\_\_  
Brenda Anderson  
Vice-President


  
\_\_\_\_\_  
Debbie Lorenzen

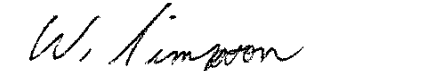
  
\_\_\_\_\_  
Loretta Maltby


  
\_\_\_\_\_  
Cheryl Pillar


ON BEHALF OF THE BOARD OF  
EDUCATION OF THE  
SASKATCHEWAN RIVERS SCHOOL  
DIVISION NO. 119

  
\_\_\_\_\_  
Holly M. Hobbs  
Manager of Human Resources

  
\_\_\_\_\_  
John Kuzbik  
Superintendent of Schools

  
\_\_\_\_\_  
Bill Simpson  
Human Resources Administrator

  
\_\_\_\_\_  
Terry Jones  
Human Resources Officer

  
\_\_\_\_\_  
Dianne Birkeland  
Administrative Secretary

Dated this 14<sup>th</sup> day of May, 2009 at Prince Albert, Saskatchewan



**APPENDIX “A”**

<i>Quick Reference Chart: Leaves of Absence for Parents</i>			
<i>Leave Type</i>	<i>Maternity</i>	<i>Adoption</i>	<i>Parental</i>
Who qualifies	Full-time or part-time employees who are currently working and have worked for at least 20 weeks in the 52 week period for the same employer before the leave is to start.	Full-time or part-time employees who are currently working and have worked for at least 20 weeks in the 52 week period for the same employer before the leave is to start.	Full-time or part-time employees who are currently working and have worked for at least 20 weeks in the 52 week period for the same employer before the leave is to start.
Length of leave	18 unpaid weeks, benefits paid through Employment Insurance.	18 unpaid weeks, benefits paid through Employment Insurance.	34 unpaid weeks; 37 weeks for the parent who did not take maternity or adoption leave; benefits paid through Employment Insurance.
Employee	Birth Parent.	Either parent, whoever is designated as the primary caregiver.	Either or both parents.
Timing	Can start any time in the 12 weeks prior to the estimated date of birth.	Adoption leave starts at least on the day the child is available for adoption.	If parental leave is not taken with maternity leave, it must be taken between the period 12 weeks before the estimated date of birth or the estimated date on which the child will come into the employee’s care and 52 weeks after the actual date the child was born or the adopted child came into the employee’s care.

**APPENDIX “A” – Continued**

<i>Quick Reference Chart: Leaves for Absence for Parents</i>			
<i>Leave Type</i>	<i>Maternity</i>	<i>Adoption</i>	<i>Parental</i>
Notice of Leave	Four weeks written notice before the leave is to begin. The notice must identify the date the leave is to begin and include a medical certificate with estimated date of birth. The notice should include an estimated date of return to work.	Four weeks written notice if possible. If not, notice must be whatever is given by Community Resources and Employment or the adoption agency or birth parents. The notice should include an estimated date of return to work.	If taken after maternity or adoption leave, four weeks written notice before the end of the maternity or adoption leave. If taken separately, the notice should be given four weeks before the leave is to begin.
Return to Work	Four weeks written notice before the employee returns to work.	Four weeks written notice before the employee returns to work.	Four weeks written notice before the employee returns to work.
Return to the same job or to a comparable job	Employee to return to the same job or a comparable job. The employee must receive at least the same wages or benefits as before the leave. Seniority and the right of recall continue to accrue while the employee is on leave.	Employee to return to the same job or a comparable job. The employee must receive at least the same wages or benefits as before the leave. Seniority and the right of recall continue to accrue while the employee is on leave.	Employee to return to the same job or a comparable job. The employee must receive at least the same wages or benefits as before the leave. Seniority and the right of recall continue to accrue while the employee is on leave.
Protection	Employer shall not dismiss, lay-off, suspend or otherwise discriminate against an employee because she is pregnant; is temporarily disabled because of pregnancy; or has applied for maternity leave. This is a job protected leave even during the first three-month probationary period.	Employers may not discharge or discipline employees who take adoption leave.	Employers may not discharge or discipline employees who take parental leave.

LETTER OF UNDERSTANDING

#1 – VACATION ENTITLEMENT

BETWEEN

THE BOARD OF EDUCATION  
OF SASKATCHEWAN RIVERS SCHOOL DIVISION  
NO. 119 OF SASKATCHEWAN  
(Hereinafter called the “Board”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4195  
(Hereinafter called the “Union”)

Effective the date of signing the CUPE Local 4195 Agreement the following individual will be credited with the following enhanced vacation entitlement in lieu of the February Break scheduled time off with pay arrangement until **October 1, 2010**.

Mechanic

C. Gaudet

five (5) weeks

Dated this 6<sup>th</sup> day of April, 2009 at Prince Albert, Saskatchewan

**AS REVISED AND SUPERCEDES THE PREVIOUS LOU #1 DATED JUNE 1, 2005.**

ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 4195

ON BEHALF OF THE BOARD OF  
EDUCATION FOR SASKATCHEWAN  
RIVERS SCHOOL DIVISION

  
\_\_\_\_\_  
Dorothy Stewart, President

  
\_\_\_\_\_  
Wayne Steen, Board Chair

  
\_\_\_\_\_  
Sharon Gosselin, Recording Secretary

  
\_\_\_\_\_  
Dennis Moniuk, Secretary-Treasurer

LETTER OF UNDERSTANDING

#2 - PAID HOLIDAY

BETWEEN

THE BOARD OF EDUCATION  
OF THE SASKATCHEWAN RIVERS SCHOOL DIVISION  
NO. 119 OF SASKATCHEWAN  
(Hereinafter called the "Board")

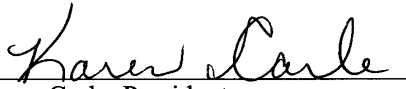
AND

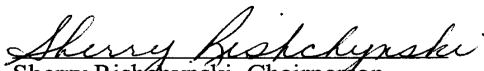
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4195  
(Hereinafter called the "Union")

Effective the date of signing the CUPE Local 4195 Agreement those individuals employed on the basis of an academic year and who are entitled to payment for July 1<sup>st</sup> (Canada Day) prior to January 1, 1998, will continue to be paid for July 1<sup>st</sup> (Canada Day) as long as they remain employed in their current position, with the exception of a transfer, or until they provide the Board with a written request to cease payment.

Dated this 1 day of June, 2005 at Prince Albert, Saskatchewan.

ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 4195

  
Karen Carle, President

  
Sherry Rishchynski, Chairperson

ON BEHALF OF THE BOARD  
OF EDUCATION FOR THE  
SASKATCHEWAN RIVERS  
SCHOOL DIVISION NO. 119

  
George McHenry, Board Vice Chair

  
Dennis Moniuk, Secretary Treasurer

LETTER OF UNDERSTANDING

#3 - CARLTON COMPREHENSIVE HIGH SCHOOL CARETAKER DAY SHIFT EMPLOYEES

BETWEEN

THE BOARD OF EDUCATION  
OF THE SASKATCHEWAN RIVERS SCHOOL DIVISION  
NO. 119 OF SASKATCHEWAN  
(Hereinafter called the "Board")

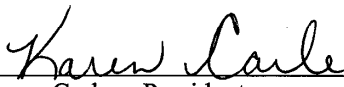
AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4195  
(Hereinafter called the "Union")

Notwithstanding the provisions of Article 10.5 d) i) entitled "Caretakers – Hours of Work – Afternoon and Night Shift Schools – Carlton Comprehensive High School", Gary Garneau, and Dave Tupper will only be scheduled between Monday and Friday on the Day Shift at Carlton Comprehensive High School as long as they remain in their respective current positions.

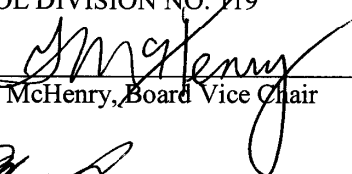
Dated this 1 day of June, 2005 at Prince Albert, Saskatchewan.

ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 4195

  
\_\_\_\_\_  
Karen Carle, President

  
\_\_\_\_\_  
Sherry Rishchynski, Chairperson

ON BEHALF OF THE BOARD  
OF EDUCATION FOR THE  
SASKATCHEWAN RIVERS  
SCHOOL DIVISION NO. 119

  
\_\_\_\_\_  
George McHenry, Board Vice Chair

  
\_\_\_\_\_  
Dennis Moniuk, Secretary Treasurer

LETTER OF UNDERSTANDING

#4 – CARETAKING ALLOWANCE

BETWEEN

THE BOARD OF EDUCATION  
OF SASKATCHEWAN RIVERS SCHOOL DIVISION  
NO. 119 OF SASKATCHEWAN  
(Hereinafter called the “Board”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4195  
(Hereinafter called the “Union”)

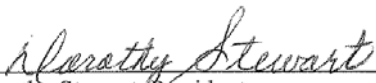
The Board will continue to pay to the caretakers identified in this Letter of Understanding the amount specified until they cease to be employed by the Board in the position that they occupied on March 31<sup>st</sup>, 2001, or in another position to which they have been involuntarily transferred by the Board.

<u>Name</u>	<u>School/Facility</u>	<u>Amount per Annum</u>
Perry Ksnyiuk	John Diefenbaker	\$480.00
Anna Aniskiewicz	<b>Carlton</b>	\$480.00
Dena Wilson	P.A.C.I.	\$ 60.00
Craig Johnson	Princess Margaret	\$360.00
Kelly Corrigan	Riverside	\$360.00
Sandra Hill	Vickers	\$600.00
Ferd Johnson	Vincent Massey	\$480.00
Fred Stephens	W.J. Berezowsky	\$600.00
Debbie Lorenzen	Won Ska	\$120.00
Tana Ross	Westview	\$ 60.00

Dated this 25<sup>th</sup> day of April, 2009 at Prince Albert, Saskatchewan

**AS REVISED AND SUPERCEDES THE PREVIOUS LOU #1 DATED JUNE 1, 2005.**


ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 4195

  
Dorothy Stewart, President

ON BEHALF OF THE BOARD OF  
EDUCATION FOR SASKATCHEWAN  
RIVERS SCHOOL DIVISION

  
Wayne Steen, Board Chair

  
Sharon Gosse, Recording Secretary

  
Dennis Moniuk, Secretary-Treasurer

LETTER OF UNDERSTANDING

#7 - DESIGNATED RURAL BUS DRIVERS

BETWEEN

THE BOARD OF EDUCATION  
OF THE SASKATCHEWAN RIVERS SCHOOL DIVISION  
NO. 119 OF SASKATCHEWAN  
(Hereinafter referred to as the "Board")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4195  
(Hereinafter referred to as the "Union")

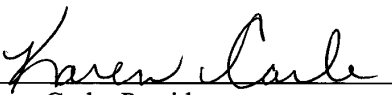
It is mutually agreed that drivers employed prior to January 1, 1994 and formerly designated as city drivers will be renamed designated rural bus drivers and shall receive the allowance of designated rural bus driver pursuant to Salary Schedule "C" entitled "Transportation" until and unless the route is eliminated, the route no longer comes to Prince Albert, the driver changes routes in accordance with the agreement or the driver is no longer employed by the Board.

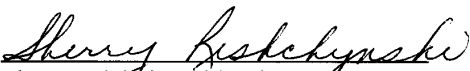
List of designated rural bus drivers prior to January 1, 1994.

Penny Altstadt  
Darryl Koivisto  
Regan Paul

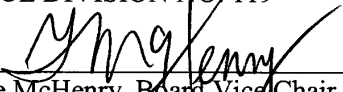
Dated this 1 day of June, 2005 at Prince Albert, Saskatchewan.

ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 4195

  
Karen Carle, President

  
Sherry Ryschynski, Chairperson

ON BEHALF OF THE BOARD  
OF EDUCATION FOR THE  
SASKATCHEWAN RIVERS  
SCHOOL DIVISION NO. 119

  
George McHenry, Board Vice Chair

  
Dennis Moniuk, Secretary Treasurer

**LETTER OF UNDERSTANDING #15**

**BETWEEN**

**THE BOARD OF EDUCATION  
OF THE SASKATCHEWAN RIVERS SCHOOL DIVISION NO. 119  
OF SASKATCHEWAN  
(Hereinafter referred to as the "Board")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4195  
(Hereinafter referred to as the "Union")**

**In consideration of Grievance # 09-2004 Secretary I posting at Ecole Vickers Schools and Grievance #10-2004 Secretary I posting at Arthur Pechey School being withdrawn the parties agree:**

1. Vacancies in the following classifications:

*Cluster 1* Bus Drivers – City and Rural

*Cluster 2* Secretary I and Secretary II

*Cluster 3* Caretaker, Caretaker I, Caretaker II and Caretaker III

*Cluster 4* Educational Associate and Educational Associate I – Community Schools

that the employer becomes aware of in May or June and are to be filled no later than the following September 1<sup>st</sup>, will be processed as follows:

- The employer will provide written notice to all employees in the relevant classifications and to the Union, providing full particulars of any vacancies arising.
- For the purpose of providing written notice, each of the clusters referenced in the preamble shall be considered as a classification.

For example, if a vacancy arises for a Caretaker III, notice will be given to all Caretaker, Caretaker I, Caretaker II and Caretaker III employees.

2. Employees within the relevant Cluster who are interested in relocating:

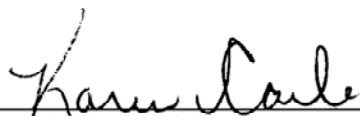
- shall provide a written list to the employer stating their first or more preferred location/routes, within five (5) calendar days of receiving written notice.



3. The Union recognizes that the employer has the right to set reasonable qualifications, knowledge, education, skills and abilities acceptable to the Board for the classification in which the vacancy has arisen.
4. Employees who have identified a preference to relocate to the location/route in which the vacancy has arisen and who possess the qualifications, knowledge, education, skills and abilities acceptable to the Board, shall be selected by seniority to fill the vacancy.
5. At the conclusion of the above process, the net vacancy shall be posted in accordance with Article 6.1 of the CUPE Local 4195 Agreement.
6. The Union reserves the right to grieve the employer's actions taken pursuant to paragraphs 3 and 4, namely the employer's setting of reasonable qualifications, knowledge, education, skills and abilities, acceptable to the Board and/or the Board's failure to select the most senior applicant who possesses the required, reasonable qualifications, knowledge, education, skills and abilities acceptable to the Board.
7. The parties will attempt to develop mutually acceptable forms to be used by the employer in notifying employees of vacancies covered by this Agreement and by the employees to identify their preference of the available vacancies.
8. Vacancies that occur in the months of July to April shall be filled according to the language in the CUPE Local 4195 Agreement.
9. This Agreement will remain in effect and in force until the later of December 31, 2006 or the expiration of 90 days written notice given by either party to terminate this Agreement.

Dated this 2nd day of February, 2006 at Prince Albert, Saskatchewan.

ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 4195

  
\_\_\_\_\_  
Karen Carle, President

  
\_\_\_\_\_  
Sharon Gosselin, Recording Secretary

ON BEHALF OF THE BOARD OF  
EDUCATION FOR THE  
SASKATCHEWAN RIVERS  
SCHOOL DIVISION NO. 119

  
\_\_\_\_\_  
Wayne Steen, Board Chair

  
\_\_\_\_\_  
Dennis Moniuk, Secretary Treasurer

LETTER OF UNDERSTANDING

#20 – MULTIPLE CLASSIFICATION EMPLOYEES

BETWEEN

THE BOARD OF EDUCATION  
OF SASKATCHEWAN RIVERS SCHOOL DIVISION NO. 119  
(Hereinafter called the “Board”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4195  
(Hereinafter called the “Union”)

MULTIPLE CLASSIFICATION EMPLOYEES

It is mutually agreed that the parties to this Agreement will form a joint Union / Management Committee for the purpose of establishing a multiple classification pilot project.

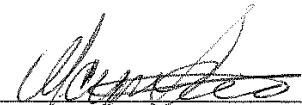
It is further agreed that this pilot project will be in place within the 2009-2010 school year.

Dated this 6<sup>th</sup> day of April, 2009 at Prince Albert, Saskatchewan

ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 4195

ON BEHALF OF THE BOARD OF  
EDUCATION FOR SASKATCHEWAN  
RIVERS SCHOOL DIVISION

  
\_\_\_\_\_  
Dorothy Stewart, President

  
\_\_\_\_\_  
Wayne Steen, Board Chair

  
\_\_\_\_\_  
Sharon Gosselin, Recording Secretary

  
\_\_\_\_\_  
Dennis Moniuk, Secretary-Treasurer

LETTER OF UNDERSTANDING

#21 – PERIOD OF AUGUST 1, 2008 – JULY 31, 2009

BETWEEN

THE BOARD OF EDUCATION  
OF SASKATCHEWAN RIVERS SCHOOL DIVISION NO. 119  
(Hereinafter called the “Board”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4195  
(Hereinafter called the “Union”)

PERIOD OF AUGUST 1, 2008 – JULY 31, 2009

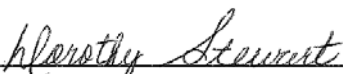
It is agreed between the two parties that:

1. The Collective Bargaining Agreement dated August 1, 2006 to July 31, 2008 shall remain in effect up to and including July 31, 2009 with the following exceptions:
  - a. School Social Workers shall receive a base rate increase of 10% effective August 1, 2008; and
  - b. New agreed-to language on Immunizations shall be effective August 1, 2008.
  - c. Family Day shall be recognized as a Paid Holiday for the 2009 calendar year.
  - d. The expiry date on Letter of Understanding # 18 – Summer Postings shall be extended to July 31, 2009.
  - e. There will be a general wage increase of 3.75% effective the first of the month following the signing of the Memorandum of Agreement unless one of the following applies as of the date of signing, in which case it will be effective August 1, 2008;
    - i. You are an active permanent or temporary employee;
    - ii. You retired after July 31, 2008;
    - iii. An employee passed away after July 31, 2008 (in which case the estate shall receive the retroactive pay);

NOTE: Active Caretaker and Bus Driver retroactivity shall be calculated based on 3.75% of their total earnings paid during the affected period of time (August 1, 2008 to the first of the month following the signing of the Memorandum of Agreement).

Dated this 6<sup>th</sup> day of April, 2009 at Prince Albert, Saskatchewan

ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 4195

  
\_\_\_\_\_  
Dorothy Stewart, President

ON BEHALF OF THE BOARD OF  
EDUCATION FOR SASKATCHEWAN  
RIVERS SCHOOL DIVISION

  
\_\_\_\_\_  
Wayne Steen, Board Chair

  
\_\_\_\_\_  
Sharon Gosselin, Recording Secretary

  
\_\_\_\_\_  
Dennis Moniuk, Secretary-Treasurer