



**SOUTH EAST
CORNERSTONE**
Public School Division #209



COLLECTIVE AGREEMENT

BETWEEN

South East Cornerstone School Division No. 209

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION WEST
(SEIU-WEST)**

FOR THE PERIOD OF:

September 1, 2016 to August 31, 2018

HOW TO HANDLE A QUESTION OR COMPLAINT

If you have a question or complaint about the application or interpretation of the Collective Agreement as it applies to you, do not delay and

- Review the facts.
- Read the Collective Agreement.
- Check on the existence of any locally negotiated terms which may modify the basic agreement.

If you continue to have a question or complaint, speak to your local Unit Executive or Steward about the problem.

If you do not get a satisfactory answer to your problem, or need help in resolving your problem, you should call the SEIU-West **Member Resource Centre (MRC)**.

A Member Resource Centre Officer will answer your questions and help deal with your issue. They can also refer your concerns to the Union Representative assigned to your workplace, if necessary.

The SEIU-West MRC can be reached toll free by calling:

1-888-999-SEIU (7348)

Or through the 'Contact Us' page on

www.SEIUWEST.ca

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PREAMBLE

Whereas it is agreed that at all times and under all circumstances the first concern of both parties hereto is the welfare of the students and staff of the schools and the efficient and economical operation of the schools.

Whereas in furtherance of these purposes it is the desire of both parties to maintain harmonious relations between the Board and the Union, having regard to the responsibilities in attending to the work, the nature of the duty thereof and the manner of its discharge.

Now therefore the parties hereto mutually agree as follows:

ARTICLE 1 INTERPRETATION

1.01 Definitions

The following terms wherever used herein shall, unless the Agreement otherwise requires shall have the following meaning:

- a) "Probationary Employee" means a newly hired employee on probation for a period of one hundred and twenty (120) calendar days.
- b) "Permanent Employee" means the permanent incumbent of a permanent position.
- c) "Temporary Employee" means a person who is hired for a pre-determined period of time which is greater than sixty (60) consecutive calendar days but shall not exceed twelve (12) consecutive calendar months. This time limit may be extended by mutual agreement between the Union and the Employer.
- d) "Casual Employee" means a person engaged to perform work on a call-in basis or in an emergent situation, which does not require posting.
- e) "Union" means SEIU-West (former Locals 299, 333 & 336).
- f) Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

- g) "Board" or "Employer" means the Board of Education of South East Cornerstone Public School Division #209.
- h) "Academic Year" as defined in the Education Act, 1995, means that portion of the school year commencing on the first day and ending on the last school day of that school year as those dates are determined by the Board.
- i) "Active Employment" for the purpose of determining the probationary period, refers to a newly hired employee appointed to a position designated as a permanent position by the Board and shall not include lay-off, unpaid leave of absence or time away from the workplace due to discipline.
- j) "Academic year employee" shall mean an employee who is employed by the Board in an academic year position that is normally ten (10) months in duration.
- k) "Calendar Year" means September 1st to August 31st of any year.
- l) "Continuous" shall mean an uninterrupted period of time that there has not been a break in service from the Board except for approved leave.
- m) "Paid Hours" shall mean:
 - a. Actual hours worked excluding overtime;
 - b. Statutory Holiday hours;
 - c. Hours of vacation;
 - d. All paid leaves, which include sick leave;
- n) "Full time hours" means eight (8) hours per day or forty (40) hours per week.

1.02 Scope

- a)
 - i) The Board recognizes the Union as the sole and exclusive bargaining agent for all its employees who are covered in the bargaining units defined by the Saskatchewan Labour Relations Board **File No.164-15**; and

- ii) This Agreement shall apply to:
 - a) All Administrative Assistants and Office Managers employed within schools located in Bienfait, Estevan, Fillmore, Gladmar, Lampman, Macoun, Midale, Ogema, Oungre, Pangman, Radville, Weyburn and Yellow Grass;
 - b) All Bus Drivers employed in Fillmore, Midale, Ogema, Pangman, Weyburn and Yellow Grass;
 - c) All Cafeteria Assistants, Commercial Cooks and Kitchen Helpers employed within schools located in Estevan and Weyburn;
 - d) All Caretakers, Fireman Caretakers and Head Caretakers employed within schools located in Bienfait, Carlyle, Estevan, Fillmore, Gladmar, Lampman, Macoun, Manor, Midale, Oungre, Radville, Wawota and Weyburn;
 - e) All Education Assistants and Library Technicians employed within schools located in Bienfait, Fillmore, Gladmar, Lampman, Macoun, Midale, Ogema, Oungre, Pangman, Radville, Weyburn, Yellow Grass and all elementary schools in Estevan;
 - f) All Library Technicians employed at the Estevan Comprehensive School; and
 - g) All Maintenance persons including those referred to as Facilities Technicians and Journeymen, excluding Journeyman Electricians and Journeyman Plumbers, employed by the South East Cornerstone School Division.

- b) The Board hereby agrees to negotiate with the Union or its designated Representative in matters affecting the relationship between the parties to this Agreement.

- c) Should a dispute arise, concerning whether a particular job comes within the bargaining unit covered by this Agreement the matter may be submitted by either party to the Saskatchewan Labour Relations Board.

1.03 Management Responsibilities

The Union recognizes that it is the function of the Board to manage this Agreement, the affairs of the School Division, and that employees will perform the work in accordance with Division Policy. For the purposes of illustration only and not to limit the above the Union acknowledges that it is the function of the Board to maintain order and efficiency in the workplace, hire discipline, transfer, promote, demote or discharge employees.

1.04 New Employees

- a) The Board agrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the articles dealing with union security and union dues check-off.
- b) The Board agrees to provide each new employee with access to electronic copies of the Collective Bargaining Agreement, relevant benefit and pension plans in place at the time of hire and printed copies upon request.

1.05 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.

All unionized employees shall be required to pay union dues calculated from their date of hire.

1.06 Union Dues Check-Off

The Board agrees that upon written request by the Union, accompanied by signed authorization cards, 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 no later than the tenth (10th) 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 dues authorization cards. The Board will record all union dues deducted in the previous year on the employee's income tax (T-4) slips.

1.07 Strikes and Lockouts

The parties agree hereto that there shall be no lockouts by the Board or strikes by the Union during the term of this Agreement.

1.08 Contracting Out

There shall be no contracting out of work, which would result in a lay-off of present employees.

1.09 Work of the Bargaining Unit

Employees covered by this Agreement shall not suffer any loss of benefit provided by this Agreement due to the Board hiring casual labour, student employment or contracting work in areas pertaining to or related with the bargaining unit. The Board agrees that no employee shall be laid off or have their hours of work reduced due to the utilization of volunteers.

1.10 Union Notification

The Board agrees to notify the Union within five (5) working days of all new employees hired who fall within the scope of the bargaining unit, and within ten (10) working days of employee's termination or lay off.

1.11 Organizational Chart

The Board agrees to provide electronic access to the following (printed copies will be provided upon request):

- a) A block organizational chart showing the Administrative structure and line of authority in the South East Cornerstone Public School Division No. 209 accompanied by an up-to-date list of persons in authority.
- b) An up-to-date listing of cluster areas and the respective schools and/or geographic locations contained within the cluster areas, as defined by the Board.

1.12 Union Bulletin Boards

The Employer shall provide bulletin board space, minimum of four (4) feet by four (4) feet, in each school and/or work facility which shall be placed so that all employees will have ready access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. These bulletin boards shall further be the designated board for the posting of all vacancies and related notices in accordance with Article 5 (Postings and Vacancies). Offensive and/or derogatory articles are not permitted.

1.13 Union Representation

Union Stewards shall be paid for all hours outside of regularly scheduled hours of work when requested to attend any meeting with the Employer.

ARTICLE 2 GRIEVANCE PROCEDURE

2.01 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.

2.02 Procedure

The Board and the Union agree that the following procedure is to be followed in order to resolve disputes. The employer agrees that a Union representative within the facility may leave their assigned duties temporarily (with no loss of pay) in order to discuss matters covered by the grievance procedures. However, prior to doing so the Union representative will make suitable arrangements with their immediate supervisor and with the supervisor of the department effected to insure that there is no disruption of services and that the operational needs of the Board are given first priority.

a) Informal Without Prejudice Step

- i) In the event of a grievance arising, the grievance specifying the offended Article and the remedy sought shall be presented in writing, within thirty (30) working days of the event giving rise to the grievance, to the principal or the supervisor, as applicable.
- ii) The employee concerned, and a local Union representative and the principal or applicable supervisor shall meet to discuss the grievance within fourteen (14) calendar days of its receipt.
- iii) The principal or the supervisor, as applicable shall render a written decision to the employee, with a copy to the Union, within fourteen (14) calendar days of such discussion.

b) STEP 1

- i) A grievance may be advanced by submitting it in writing within fourteen (14) calendar days of the receipt of the written decision of the Informal without Prejudice Step, to the Supervisor or designate.
- ii) The Employee concerned and a Local Union representative shall meet with the appropriate representatives of management to discuss the grievance within fourteen (14) calendar days of its receipt.
- iii) The Supervisor or designate shall render a written decision to the employee with a copy to the Union, within fourteen (14) calendar days of such discussion.

c) STEP 2

- i) Failing agreement under Step 1, a written application for a hearing may be made by the Union through the Director of Education to the Board within fourteen (14) calendar days of receipt of the decision at Step 1.
- ii) The hearing shall occur at the next regular meeting of the Board following receipt of the application, when the Board meeting occurs within three (3) working days following receipt of the application. Otherwise such hearing shall occur at the next subsequent regular meeting of the Board.

- iii) The Board shall hear and consider the facts of the grievance jointly from both the Employer and the Union.
- iv) The Board shall send its decision, in writing, to the employee, with a copy to the Union, within thirty (30) calendar days of the hearing.

d) STEP 3

- i) Grievances which cannot be resolved through the above may be referred to a Board of Arbitration within thirty (30) calendar days following receipt of the Board's decision at Step 2.
- 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 (2) members so appointed.
- iii) Where the appointees of the parties fail to agree, within thirty (30) calendar 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 chairperson.

2.03 Suspension and / or Dismissal Grievances

Grievances arising from suspension and/or dismissal shall be initiated at Step 2 and shall be processed in accordance with the procedures outlined in Article 2.02(c) (Step 2) & (d) (Step 3).

2.04 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 sections;
- b) be limited to dealing with the issues which are submitted to it for arbitration; and;
- c) make every effort to render a final and binding decision within ninety (90) calendar days of the Arbitration Hearing.

2.05 Time Limits

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

2.06 Expenses of the Board

The Union and the Board shall each pay one-half 50% of the costs of the expenses of the Chairperson and of the expenses of the Board of Arbitration.

2.07 Logistics

- a. 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 2.02 (Procedure) shall suffer no loss in pay in attending the discussions and meetings, specified under Article 2.02 (Procedure) a), b), and c), which occur during their hours of work.
- b. 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 3 SENIORITY

3.01 Definition

- a) Seniority **for all** permanent and non-probationary temporary employees who are currently on assignment **shall** be calculated from the most recent 'date of hire' with the Board.
- b) The normal interruptions during the scheduled school vacation periods shall not constitute a break in service.
- c) Seniority shall not apply during the probationary period. Once the probationary period has been successfully completed seniority shall be credited from the most recent 'date of hire'.
- d) Employees entering employment on the same date shall be placed on the seniority list in alphabetical order according to their last name.

- e) When a temporary employee is appointed to a permanent position without a break in service, their seniority shall be continuous from the date the employee last entered the service of the Employer.
- f) **A Casual Employee who is appointed to a permanent position without a break in service shall be credited for all paid hours to their most recent date of hire. The number of days credited shall be calculated by dividing the number of accumulated hours by eight (8). The resulting number of days shall be added to the date of appointment to the permanent position to establish the employee's 'date of hire'.**

3.02 Seniority List

- a. The Board agrees to post a copy of the seniority list in all facilities and forward a copy to the Union on or before September 1st of each year. The seniority list is open to challenge for a period of thirty (30) calendar days. A correction shall be made upon proof of error being provided by the employee in writing within the challenge period of thirty (30) calendar days.
- b. Within sixty (60) days of ratification of this Agreement by the parties the Employer agrees to post a seniority list reflecting the seniority for all Casual employees currently employed by the Division. This list will **show the name of each employee, their classification, their current work location and their total accumulated seniority hours since September 1, 2016. This list will be open to challenge for a period of sixty (60) calendar days. A correction shall be made upon proof of error being provided by the employee in writing within the sixty (60) calendar day challenge period.**

3.03 Seniority Lost

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

- a. Ceases to be an employee of the Board;
- b. Fails to return to work following a lay off within fourteen (14) calendar days of being notified by registered mail to do so. It shall be the responsibility of the employee to keep the Board informed of his current address. If the employee fails to do this, the Board will not be responsible for failure of a notice to reach the employee; or

- c. Is laid off from a permanent position for a continuous period in excess of twenty-four (24) months. Any time worked in a temporary position will extend the time limit for maintenance of seniority; or
- d. Has worked exclusively in an out of scope position for the Board for a period of up to twelve (12) months. Any time worked in a temporary position will extend the time limit for maintenance of seniority.

ARTICLE 4 LAYOFF, RE-ASSIGNMENT AND TERMINATION

4.01 Definition

A "layoff" shall be defined as an employer initiated reduction in the workforce.

4.02 Layoff Notice

a) Termination or Indefinite Layoff

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

- i) one (1) weeks' written notice, if the period of employment is less than one (1) year;
- ii) two (2) weeks' written notice, if the period of employment is one (1) year or more but less than three (3) years;
- iii) four (4) weeks' written notice, if the period of employment is three (3) years or more but less than five (5) years;
- iv) six (6) weeks' written notice, if the period of employment is five (5) years or more but less than ten (10) years;
- v) eight (8) weeks' written notice, if the period of employment is ten (10) years or more."

b) 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 4.02 (Lay Off Notice). This Article will serve as notice of layoff and recall for the school vacation periods. Article 4.02(a) (Lay Off Notice – Termination or Indefinite Lay Off) does not have application in these situations.

4.03 Role of Seniority in Layoff

A layoff notice will be issued to the least senior person in the classification(s) within the school(s) or facility(ies) in that community.

4.04 Options

- a) A permanent employee laid off, or an employee displaced under this Article, may exercise one of the options below set out in (i) through (v). Employees shall be given the opportunity to select from these options in order of seniority.
 - i) The Employer shall identify all available vacant positions by classification and location. The employee may select a vacant position to bump into based upon their qualifications.
 - ii) The employee may exercise their seniority to displace (“bump”) an employee of lesser seniority in any classification provided the bumping employee has the required qualifications, knowledge, education, skills, and abilities required to fill the position.
 - iii) If available, the employee may accept reduced work hours.
 - iv) The employee may resign.
 - v) The employee may retire under the terms of the pension plan.
 - vi) The employee may accept layoff.

The employee shall inform the employer of their willingness to accept positions outside of their current classification, location and/or status (as per their Offer of Employment Letter) at time of layoff.

- b) Notwithstanding the above, the parties may, at any time, formulate special measures to modify the above displacement procedures to take into account the desire of the parties to minimize the impact of displacement or to deal with particular operational considerations.

- c) Any employee reassigned to a position in another classification pursuant to this Article will be appointed subject to a trial period of one (1) month. In the event that the Board determines that the reassigned employee is unsatisfactory in the new position during the trial period, the employee shall be laid off.
- d) It is agreed that in the consideration of factors under this Article, the educational and developmental needs of specific students affected, if any, shall be considered by the Board.
- e) Employees, after being advised of their options, shall be granted up to **five (5)** working days to advise the Employer in writing of their option. If no selection is made, the employee shall be deemed to have accepted layoff.
- f) The Employer will endeavour to place all employees into available positions before the end of the previous school year.

4.05 Re-Employment and Recall

- a) No new employees will be hired in a classification covered by this agreement until laid off employees with the qualifications to perform the work of that classification have been given the opportunity to apply for the position(s) as posted in accordance with Article 5.01.
- b) It shall be the responsibility of the laid-off employee to review postings and submit applications as required.
- c) Any time worked in a temporary position will extend the time limit for maintenance of seniority as identified in Article 3.03(c) & (d) (Seniority Lost).
- d) An employee shall, during a layoff, maintain but not accrue, all previously earned benefits and rates of pay.

4.06 Employee Resignation

An employee when terminating his/her employment shall make every effort to give the Board written notice of ten (10) calendar days.

ARTICLE 5 POSTING AND VACANCIES

5.01 Additional Regular Hours

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

5.02 Posting and Vacancies

- a) When a vacancy in a permanent position or a newly created position, or a temporary position of a duration of sixty (60) calendar days or more is to be filled, the Board shall post both the notice on the South East Cornerstone School Division website and on bulletin boards within their facilities on Wednesday of each week for a minimum period of seven (7) working days from the date of the posting so employees will have an opportunity of applying for the vacant position. For the purpose of administrative ease, the position may also be posted externally at the same time. A copy of the posting shall be forwarded to the Unit Chairpersons.
- b) Employees shall be entitled to apply for advertised vacant positions by means of written application, which shall be submitted to the School Division office. No application need be considered if received later than the closing date prescribed.
- c) Prior to going on vacation, an employee may apply by means of completing a written application form for any anticipated posted vacancy or new position that may occur during his/her absence.
- d) Information of Posting:
 - i) Nature of positions;
 - ii) Current school/work location;
 - iii) Required qualifications;
 - iv) Shift including normal hours, which may be subject to change;
 - v) Wages or salary rate or the range;
 - vi) Date of commencement of the position;
 - vii) Closing date of posting;
 - viii) An SEIU-West position represented by SEIU-West.

5.03 Appointment

- a) Appointments for permanent, newly created, or temporary positions will be made of the applicant having the greatest seniority and the necessary qualifications and shall be awarded on a bargaining unit

basis. Should no applicant of the bargaining unit be deemed qualified, the Employer may then offer the position to a qualified external applicant.

- b) The successful applicant shall be notified by Letter of Appointment and within five (5) days of awarding the position, their name will be posted on designated bulletin board for a minimum of seven (7) calendar days, with a copy forwarded to the SEIU-West Moose Jaw office.
 - i) If the senior applicant is not successful in obtaining the position, they shall be so advised in writing together with reasons.
- c) Unless mutually agreed otherwise, an employee selected from the posting procedure shall commence the job on the date of commencement as stated in the original job posting or within ten (10) working days after the closing date of the original job posting.
- d) The Board will provide an appropriate orientation to all new staff with pay after their appointment.

5.04 Temporary Vacancies

- a) Temporary vacancies of sixty (60) calendar days or more shall be posted and filled in accordance of Article 5.
- b) Permanent employee's appointment to temporary positions shall be returned to his/her former position upon the return of the employee who created the original vacancy or upon termination of the temporary appointment.
- c) The Board shall review with the Union all temporary jobs which exceed one (1) year in duration on an annual basis to determine if the position should be re-classified to a permanent position.

5.05 Temporary Assignment of Other Duties

- a) An employee appointed by the Board to temporarily assume the duties of a position paying a higher rate of pay, shall receive the higher rate of pay for the full time the employee works in the higher position.

- b) If appointed to temporarily assume the duties of a low classification or position, the employee shall continue to receive the rate payable at the employee's regular position.
- c) When an employee is promoted or demoted into a new classification, all experience previously credited to the employee will be credited in the new classification to determine the rate of pay.

ARTICLE 6 PROBATIONARY PERIODS

6.01 Probation

- a) Newly hired employee(s) appointed to a position designated as permanent by the Board shall be on probation for a period of one hundred and twenty (120) calendar days from their date of hire. By mutual agreement of the Board and the Union, an extension may be granted for up to ninety (90) calendar days.
- b) Newly hired Casual employees shall be on probation for a period of sixty (60) working days from their date of hire. By mutual agreement of the Board and the Union, an extension may be granted for up to thirty (30) working days.**
- c) During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge only for reasons of unsuitability.
- d) Newly hired temporary employees shall be on probation for a period of one hundred and twenty (120) calendar days from their date of hire. One hundred and twenty (120) calendar days in all temporary assignments in the same classification will be cumulative and count towards the completion of their probationary period.
- d) At the start and during an employee's probationary period, employees will be advised of expectations regarding standards of performance.
- e) The Union shall be notified, in writing, of discharge within seven (7) calendar days.

6.02 Trial Period

- b) An employee who is successful in obtaining a different position within

the bargaining unit and has successfully completed a probationary period shall be on a trial period for up to twenty (20) days worked from the date of appointment. In the event the employee is unsuccessful in the new position, or if the employee makes a request, the employee shall revert to his/her former position and salary without loss of seniority. Any other employee promoted or transferred as a result shall also be returned to his/her former position and salary without loss of seniority.

- c) By mutual agreement of the Board and the Union, an extension may be granted for up to twenty (20) working days.

ARTICLE 7 LEAVES OF ABSENCE

7.01 Leave for Less Than Full-Time Employees

Days will be pro-rated for part-time employees based on the employee's most recent Letter of Appointment and any additional hours assigned by the School Administrator within the current pay period.

7.02 General Leave

Subject to operational feasibility, a leave of absence without pay may be granted to any employee providing reasonable notice of at least two weeks, in writing, has been given to the Board. There will be no loss or accrual of seniority.

Academic Year employees shall be permitted to take one (1) week leave of absence without pay during the academic year.

7.03 Pressing Necessity Leave

An employee shall be granted leave with pay for pressing necessity not to exceed one (1) day. Pressing necessity shall be defined as any circumstances of a sudden or unusual occurrence that could not, by the exercise of reasonable judgement, have been foreseen by the employee and which requires the immediate attention of the employee.

7.04 Family Leave

Leave of absence at full pay shall be granted for a minimum time necessary up to a maximum of two (2) days in the following circumstances:

- i) To attend graduation or convocation of self, spouse, child, parent, brother, **sister or grandchild who is in the employee's care.**
- ii) To attend wedding of self, child, parent, brother, **sister or grandchild who is in the employee's care.**
- iii) To attend medical/dental/specialist appointment for;
 - **Spouse;**
 - **Parent;**
 - **Child; or**
 - **Grandchild who is in the employee's care.**

7.05 Personal Leave

An employee shall be granted two (2) days leave of absence with pay for personal reasons in any calendar year. At least one week's notice is required, but this will not preclude the granting of such leave where less notice is provided if agreeable to the Employer.

Where special circumstances warrant an employee may be permitted to carry forward one (1) personal leave day to the next year. The employee upon making such a request must identify the circumstances which warrant the request and identify the time they wish to use the day carried forward.

7.06 Compassionate/Bereavement Leave

- a) Compassionate/Bereavement Leave with pay shall be granted by the Board in the case of a leave of absence necessitated by the critical illness or death of a; spouse, child, parent, brother, sister, brother-in-law, sister-in-law, parent of spouse, grandparents, grandparent-in-law, son in-law, daughter in-law, aunt, uncle, niece, nephew, grandchild, adopted child, stepchild, substitute parents and guardian.
- b) The length of a compassionate/bereavement leave shall be up to and including five (5) working days.
- c) The length of the bereavement leave shall be extended up to and including one (1) additional working days when travel in excess of five hundred (500) kilometers one (1) way.

7.07 Mourner's Leave

The Board shall grant an employee, upon written request, a leave without pay but without loss of seniority to attend the funeral of a friend.

7.08 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 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) calendar year.
- c) The Union recognises that each steward or other Union official is employed to perform work for the Board.

7.09 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 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 Section 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.

7.10 Work Related Educational Leave

Where the Supervisor or designate requires an employee attend a workshop, conference or educational program, such attendance shall be with pay, exclusive of overtime and shift differential. The Employer shall pay the cost of the workshop, conference or educational program and any directly related and approved expenses which shall include time, travel meals and mileage.

- a) Where an employee makes written application to attend a workshop, conference, or educational program the Employer may grant the necessary time off with pay, exclusive of overtime.
- b) Where the employee does not successfully complete the educational program, or leaves the employ of the Board before successfully completing the educational program, the Employer may ask to be reimbursed the cost of the course and directly related and approved expenses.

7.11 Medical Appointment Leave

An employee shall be granted leave with pay, to the extent Sick Leave credits are available, to attend to a medical or specialist appointment for the employee or the employee's spouse, employee's child or a parent in the employee's care which cannot be made outside of daily hours of work, or to attend to the illness or injury of the employee's child. Such claim shall be made against the Sick Leave Entitlement identified in Article 9.02

7.12 Leave Requests

Upon submission of leave request, in the event a determination is required as to whether the leave is to be with or without pay, the Board shall provide a written response to the employee requesting the leave within seven (7) working days. Employee requests for leave of absence shall not be changed without the written consent of the employee.

Employees shall be advised in writing of the rationale for any leave request that has been denied.

ARTICLE 8 ANNUAL VACATION AND STATUTORY HOLIDAYS

8.01 Academic Year Employees

- a) **Vacation Pay Entitlement**

- i) Prior to and including eight (8) years of employment – 3/52nds of earnings;
 - ii) From nine (9) to fifteen (15) years of employment inclusive – 4/52nds of earnings;
 - iii) From sixteen (16) to twenty-one (21) years of employment inclusive – 5/52nds of earnings, and;
 - iv) From twenty-two (22) years of employment and every year of employment thereafter – 6/52nds of earnings.
- b) Academic Year Employees vacation pay will be calculated monthly and paid on each cheque.

8.02 Calendar Year Employees

a) Paid Vacation Entitlement

- i) Prior to and including eight (8) years of employment – the employee will be entitled to three (3) weeks vacation with pay;
 - ii) From nine (9) to fifteen (15) years of employment inclusive – the employee will be entitled to four (4) weeks vacation with pay;
 - iii) From sixteen (16) to twenty-one (21) years of employment inclusive – the employee will be entitled to five (5) weeks vacation with pay;
 - iv) From twenty-two (22) years of employment and every year of employment thereafter – the employee will be entitled to six (6) weeks vacation with pay;
- b) Vacation requests must be submitted no later than April 1 to the immediate supervisor or designate. Vacation schedules shall be posted by May 1 of each year and shall not be changed unless mutually agreed between the employee and the immediate supervisor or designate.

c) Notice

This Article shall serve as the notice of entitlements of vacations as prescribed by Section 2-26 of *The Saskatchewan Employment Act*.

d) **Vacation Carry-Over**

By mutual agreement between the Board and the employee the employee will be permitted to carry-over a maximum of one week of annual vacation which must be used in the following vacation year.

e) **Additional Vacation Carry-Over**

By mutual agreement between the Board and the employee the employee may be permitted to carry-over a maximum of one additional week of annual vacation which must be used in the following vacation year before April 1. Request for this additional week must be made in writing to the employee's supervisor.

f) **Substitution**

Where an employee's illness or injury requires hospitalization or confinement to bed under a doctor's care for a period of five (5) consecutive working days or more,

- i) during the employee's annual vacation; or
- ii) immediately prior to the employee's annual vacation; such hospitalization or confinement time shall be considered as sick leave. The employee shall provide evidence satisfactory to the Superintendent of Human Resources or designate of such hospitalization or confinement. The employee may take equivalent time as vacation at a later date as arranged with the Superintendent of Education or designate.

8.03 Public Holidays

a) **Public Holidays – Calendar/Academic Year Employees**

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

New Year's Day	Thanksgiving Day
Family Day	Remembrance Day
Good Friday	Christmas Day

Easter Monday	Boxing Day
Victoria Day	Labour Day
Canada Day	Saskatchewan Day

And all federally and provincially proclaimed holidays within the employee's work year. If Easter Monday is a scheduled instructional day within the academic year, the Board and the employee will mutually agree to another day off.

b) **Payment**

The Board will pay the vacation pay entitlement and the public holiday pay entitlement in accordance with *The Saskatchewan Employment Act* subject to this Section on a monthly basis for academic year employees.

i) All calendar year employees shall receive the above noted Public Holidays with pay, other than full time employees prorated in relation to hours paid in the previous four (4) week period.

ii) **Paid Holiday During Vacation**

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

c) **Compensation for Holiday Falling on Saturday or Sunday**

When a paid holiday falls on a Saturday or Sunday and an employee is not scheduled by the Board to work a day adjacent to the holiday will be scheduled as the holiday as determined by the Board at the beginning of the current academic year.

d) **Pay for Work on Scheduled Holiday**

Employees who are required to work on a paid holiday or a day designated as a paid holiday shall receive holiday pay in accordance with Article 9.01 (Hours of Work) plus one and one-half (1 ½) times the employee's regular rate of pay for all hours worked.

ARTICLE 9 SICK LEAVE

9.01 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) There is to be no loss of sick leave credits or salary for time off due to compulsory quarantine of the employee when certified by a medical officer.

9.02 Entitlement

- a) All permanent employees shall earn sick leave credits equivalent to one and one-half (1.50) days of the employee's regularly scheduled hours each month of employment **to a maximum of eighteen (18) paid days per year**. Employees who work an academic year will not earn sick leave credits for the months of July and August. All other than full time employees shall earn a prorated amount.
- b) The unused portion of an employee's sick leave shall accrue to their credit, the accumulation not to exceed one hundred and eighty (180) days at any time.
- c) No employee shall accumulate sick leave credits when that employee is:
 - i) Sick in excess of thirty (30) consecutive calendar days; or
 - ii) On a leave of absence without pay **beyond the first** thirty (30) consecutive calendar days pursuant to Article 7 (Leaves of Absence), or;
 - iii) Laid off in excess of thirty (30) consecutive calendar days pursuant to Article 4.01 (Lay Off Notice).
- d) **Casual employees shall not earn paid sick leave credits.**

9.03 Deductions from Accumulated Sick Leave

Employees on sick leave shall draw first from the current year's sick leave credits and then from their accumulated sick leave account on the basis of one (1) day's regular pay for each work day that they are absent due to illness until such credits are exhausted. It shall be the duty of every employee who is absent due to sickness to notify either their Supervisor or his\her designate.

9.04 Proof of Illness

An employee, who is ill for more than two (2) consecutive days, may be required to furnish the Board with a certificate from a health care professional. Where such is required, the employee shall be notified during the illness that such verification is required upon the employee's return to work. Where a health care professional charges for the cost of obtaining the certificate the Board will reimburse the employee upon submission of a receipt.

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

The Board may require a second medical certificate from a health care professional mutually agreed to by the employee and by the Board and at the expense of the Board.

The Employer shall not contact the employee's physician and/or medical practitioner(s) without the employee's written consent.

Employees off work for an extended period of time (e.g. over 30 days) shall maintain regular contact in writing with their immediate Supervisor or designate regarding their ongoing absence from the workplace.

In the event an employee requires a Return to Work or Duty to Accommodate they shall notify their immediate Supervisor or designate in writing and the Employer, Union and employee shall meet to implement an appropriate Return to Work or Duty to Accommodate.

9.05 Return to Work/Duty to Accommodate

The Employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability, or as a consequence of limitations as a result of illness or injury or who otherwise require accommodation as set out in the *Saskatchewan Human Rights Code, the Saskatchewan Human Rights Code – Regulations, and/or The Saskatchewan Employment Act*. A Return to Work or Duty to Accommodate shall provide for a fair and equitable process to allow a disabled employee to return to work.

Accommodation of employees within the workplace is a shared responsibility between the Employer, the Union and the employee. All parties shall work co-operatively to foster an atmosphere conducive to accommodation.

9.06 WCB Supplement

- a) When an employee is injured in the performance of his duties, or when an employee incurs an industrial illness, and the accident or illness is compensable under the provisions of *The Workers' Compensation Act, 1979*, the Employer shall pay such employee for up to a maximum of one (1) year, an amount which, when combined with the workers' compensation payment, shall ensure the maintenance of the employee's regular basic wage less the amount of the employee's income tax deduction.
- b) After one (1) year from the date of injury, to not more than two (2) years from the date of injury or until the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive his normal earnings and any benefits payable from workers' compensation shall be paid directly to the employer on behalf of the employee. The difference between the employee's normal earnings and the benefit payable from workers' compensation will be charged against the employee's available sick leave credits.
- c) The Employer and the Union will work together to re-employ any employee who is unable to return to their normal duties following a work injury. In such circumstances the Employer and the Union may agree to waive the provisions of Articles pertaining to vacancies, promotions, lay-offs and classifications.

9.07 LTD Supplement

Where an employee has drawn sick leave credits to seventy-five (75) working days, and where an employee receives long term disability benefits, any sick leave credits remaining may be drawn on at the option of the employee, to provide a total monthly benefit that does not exceed eighty-five percent (85%) of the employee's regular earnings at the time the employee became disabled.

ARTICLE 10 WORKING CONDITIONS

10.01 Hours of Work

- a) Normal full time hours of work shall be eight (8) hours per day, or forty (40) hours per week.
- b) Noon period supervision is not part of an employee's regular assignment.
- c) The hours of work as stated in this Section are not to be construed as a guarantee of hours to be worked.
- d) **Academic Year Employees**

Where the normal scheduled hours are less than seven (7) hours in a given day or thirty-five (35) hours in a given week, the applicable rate of pay identified in Schedule "A" (Salary Schedule) will be paid until eight (8) hours in a given day or forty (40) hours in a given week, is achieved and where prior authorization for the hours is provided by the Principal or applicable supervisor.

- e) Where additional work becomes available, the additional time will be offered **first** to part-time employees **then to casual employees** within the classification and school or facility, in order of seniority, provided the employee(s) has the qualifications, knowledge, education, skills and abilities to perform the work.

10.02 Overtime

Scheduled hours of work shall not exceed eight (8) hours in a given day or forty (40) hours in a given week **in accordance with Article 10.01 (Hours of Work)**. Authorization from their supervisor or designate will be required from Management for all overtime hours.

- a) Overtime shall be paid at a rate of time and one-half (1 ½) for the first four (4) hours and double time (2X) for any hours thereafter for a period of twenty-four (24) hours. The twenty-four (24) hour period being the start of the first shift on any given day.
- b) All overtime will be distributed among the employees as equally as possible.

10.03 Call Out and Minimum Call Back

The following call-out and minimum call-back provisions shall not apply to noon period supervisors or in the case of pre-arranged, mutually agreed substitutions of hours or scheduled overtime:

- a) No employee shall be called in, or scheduled to work, for less than three (3) hours.
- b) Overtime on call-out shall mean time during which an employee is called back to work after leaving the place of employment and after completing the normal daily or weekly hours. Payment for overtime on call-out shall be a minimum of two (2) hours at double time (2X) the regular rate of pay. **The employee shall be permitted to leave the workplace after having satisfactorily completed the call-out provided that if such employee is called back a second (2nd) time within three (3) hours of the original call-out, the employee shall not be paid an additional amount for such call-out.**
- c) For any call between 23:00 and 07:00 double (2x) time for three (3) hours shall apply.

10.04 Shift Differential

- a) Employees required to work during the afternoon shift (commencing between 12:00 and 23:59) shall receive shift differential of one dollar fifty cents (\$1.50) per hour for all scheduled hours.
- b) Employees required to work during the night shift (00:01 to 08:00) shall receive a shift differential of two dollars (\$2.00) per hour for all scheduled hours.
- c) Shift Differential shall not apply to overtime hours worked.

10.05 Scheduling

- a) A regular schedule for academic year employees for permanent and temporary employees shall be Monday to Friday between the hours of 07:00 hours and 17:00 hours.
 - i) Calendar year employees will have their regular schedule determined by their supervisor or designate.
- b) The days to be worked and the daily hours of work, including starting time, meal and rest breaks, as applicable and finishing times, shall be determined by the Principal of the school or the applicable supervisor after consultation with the employee and shall be communicated to the employee.
- c) **Rest and Meal Periods**
 - i) Employees who work more than three (3) hours but not more than five hours in any day shall receive one (1) ten (10) minute paid rest period. The supervisor shall make every effort to schedule the rest period mid-way though the shift.
 - ii) Employees who work more than five (5) hours but less than six (6) hours in any day shall receive two (2) ten (10) minute paid rest periods. The supervisor shall make every effort to schedule the rest periods mid-way through each half of the shift.
 - iii) Employees scheduled to work six (6) hours or more in any day shall receive two (2) ten (10) minute paid rest periods and one (1) unpaid meal period **of no less than thirty (30) and no more than sixty (60) minutes**. The supervisor shall make every effort to schedule the rest periods midway between each half shift with the meal period scheduled mid-way through the entire shift.
 - iv) The time of the rest and/or meal period(s) shall be scheduled by the Employer. Where an employee(s) is unable to take their rest and/or meal period(s) on a regularly occurring basis, the parties shall meet to investigate and resolve the situation such that employee(s) receives their rest and/or meal period(s).
- d) Permanent and temporary employees shall receive a minimum of fourteen (14) days written notice of any change to their confirmed schedule.

10.06 Occupational Health and Safety

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

- a) The Employer shall ensure that all employees receive training and orientation appropriate to their position. Those employees working with special needs students and/or students who may become agitated and/or violent and who may pose a danger to themselves, the employee or others in the workplace will be trained in all matters that are necessary to protect the health and safety of the employee and others in the workplace.
- b) Where an employee is required by the Employer to hold certification in First Aid/CPR, such training shall be provided under the terms of Article 7.10 (Work Related Educational Leave).
- c) The Employer will ensure that all employees who must handle chemicals have received appropriate training and certification for such assignment.

10.07 Employee Benefits Plan

The SSBA Group Benefits Plan will operate as follows:

<u>Benefit</u>	<u>Premium</u>
a) Life Insurance (1 x annual)	Employee -100%
b) AD & D (1 x annual)	Employee -100%
c) LTD Plan D (60% with cola)	Employee -100%
d) EFAP	Board - 100%
e) Extended Health Care Plan B	Board - 100%
f) Dental Care Plan C	Board - 100%
g) Vision Plan B	Board – 100%

Influenza Immunization

The Board supports the provision of immunization for interested employees. Access to this opportunity is outlined in the SECSO Administrative Procedure.

Contributions During Leaves of Absence

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

absence with pay **and for the first thirty (30) consecutive calendar days of any approved leave of absence without pay.**

- b) If the employee chooses to retain benefits while on approved leave of absence without pay for a period of **longer than** thirty (30) calendar days, the employee will be responsible for the Board's share of the cost of the benefit plan(s) **after the first thirty (30) consecutive calendar days.**

10.08 Payment, Benefits and Allowances

a) Compensation

Academic year employees shall be paid vacation and public holiday pay on each pay cheque.

b) Pay Day

The Board shall pay all employees on or before the twenty-fifth (25th) day of each month by direct deposit. Pay stubs shall be made available to employees on the day of payment.

Academic employees shall be paid for actual hours worked, inclusive of all paid leaves, in the previous pay period.

Calendar year employees shall be paid monthly in accordance with the following:

**# of working days, inclusive of all Statutory Holidays,
between September 1 to August 31 each year**

12

- c) Employees who have retired during the period August 31, 2016 through until the parties ratify this Collective Bargaining Agreement shall be entitled to receive retroactive compensation equal to that received by current employees for all hours worked during the above stated period.

10.09 Increments

- a) All employees shall be eligible for their next increment under Schedule A.

- i) Annual increments for calendar and academic year employees shall become effective on the first of the month closest to the date of appointment. The mid-point shall be deemed to be midnight of the 15th day of the month. Unpaid leaves greater than thirty (30) calendar days will alter the anniversary date by the length of the leave of absence.
- ii) **Casual employees shall be eligible for an increment after having worked one thousand two hundred (1200) hours or one (1) year, whichever is later.**

10.10 Recognition of Previous Experience

Employees from any bargaining unit with the School Division that are successful in obtaining a position within their same classification shall have the total of their years of service recognized for the purposes of wage grid placement and vacation accrual.

10.11 Employee Files

a) Statement of Access

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

b) Process for Accessing

- i) An employee shall submit a written request to the **Manager of HR** for an opportunity to examine their personnel file. **In the situation where the employee is granting a Union Representative to view their file, a written submission is required.**
- ii) The **Manager of HR** shall arrange with the employee for an appointment to examine the information in the presence of the Human Resources Manager or his\her designate at the Board office during regular business hours.
- iii) The file contents examined may not be removed by the employee from the location of the examination, but the **Manager of HR** 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 Board.
- v) The Board shall not charge a fee for access to the employee's file.

10.12 Post Retirement Benefit Bridging

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

10.13 Pension Plan

All employees covered by this Agreement shall participate in the Municipal Employees' Pension Plan and make contributions thereto in accordance with the terms of said pension plan.

10.14 Caretakers

a) Staffing Levels

The number of caretakers required for a school shall be determined by dividing the square footage of the school by 24,000 square feet. Approximately 24,000 square feet is accepted by both parties to represent an eight (8) hour day of caretaking responsibilities. Where there is more than one (1) caretaker in a school, they may enter into a reciprocal arrangement to assist each other.

b) Adjustment Notification

In the event of addition or deletion of square footage at a school, the Board shall provide at least thirty (30) calendar days' notice of such change.

The adjustment in staffing level shall take effect as of the date on which the change is effective.

c) Allowance for Extra Cleaning for Non-School Events

Non-school events shall be defined as any event that is not extracurricular. Any non-school event shall be governed by a standard rental agreement. Subject to the pre-approval by the School Administrator caretakers shall be paid in accordance with Article 10.01 Hours of Work e) or Article 10.02 Overtime.

d) Allowance for Extra Cleaning for Extra Curricular events

Extracurricular events shall be defined as student-based and school sanctioned. In the event that additional cleaning is required, caretakers will be consulted by their supervisor on the duties that are to be considered a priority for that day.

10.15 Summer Schedule

During the summer school vacation period Caretakers will have the option of working a four-day (4) ten-hour day work week.

During the summer school vacation period, Caretakers shall further have the option of altering their scheduled hours of work. If chosen, employees shall work consecutive eight (8) hour or ten (10) hour days provided no employee commences work prior to 5:00am and finishes work no later than 12:00 midnight on any day. The hours worked in any given week, Sunday to Saturday, shall not exceed forty (40) hours. Employees exercising the option to work such hours shall waive the provision of Article 9.04 (Shift Differential). Statutory Holidays during the summer school vacation period shall be paid as per the employee's scheduled hours of work.

If there is a reasonable safety concern regarding employees working alone that arises as a result of the application of this Article, the Employer and the Union shall meet to discuss the concern.

10.16 Standby Assignment

The parties agree that employees will not be assigned to standby assignment. Standby assignment shall mean any period during which the employee is not on regular duty, and must be available to respond without undue delay to any request to return to duty.

Both parties acknowledge the difference between Standby Assignment and Call Out.

10.17 Additional Required Certification

- a) Where the Employer determines that **any additional certification (e.g. Firemen's, Engineer's, Pesticide Application, etc.) is required as a** condition of employment, the Employer shall grant the necessary time off with pay, exclusive of overtime and reimburse the employee for the cost of the educational program and related travel expenses, from the employee's identified place of work to the location of the training and return, upon proof of receipt and successful completion.
- b) The Board will pay for **the** renewal fee required the employees to maintain **their required** certificates.

10.18 Bus Drivers

- a) **Plug-in Allowance**

Employees who provide overnight storage and parking for the Employer's vehicles shall be provided an allowance, as outlined in Schedule 'A', to compensate for utility charges related to plugging in vehicles during the winter.

Prior to August 31 of each year, increases in SaskPower rates between September 1st and August 31st of the previous year will be determined, and rates payable to the Drivers will be increased by the percentage amount of the SaskPower rate increases.

The plug-in allowance will be paid monthly to Driver's September to June inclusive.

- b) **Bus Wash Allowance**

Where the Employer is unable to make alternate arrangements for the washing of vehicles, employees shall be reimbursed for the cost of such washing. Reimbursement is subject submission of receipts and approval of the Manager of Transportation and Fleet Services or designate.

Bus Drivers at locations in excess of sixty (60) kilometers roundtrip from a divisionally provided/approved bus washing facility will be provided with a taxable monthly allowance of fifty dollars (\$50.00) per month during the Academic year. This allowance is in addition

to the allowance outlined in Schedule 'A' that is provided for the time spent washing/cleaning Division busses.

c) **Access to Situational Extra Trips**

- i. At the commencement of each academic year, all employees shall submit a declaration of their availability to work additional hours beyond their regularly assigned hours of work.
- ii. The Employer shall create a list of Drivers for each school in order of seniority and based upon the employee's stated desire to drive extra situational trips. Spare Drivers shall be added to such lists after all full-time Drivers. Opportunities for extra trips shall be offered on a rotational basis from the list established for each school. It is agreed that the full-time Driver's regular route is their first priority.

d) **Communication**

Upon written application to the Manager of Transportation and Fleet Services, a cell phone allowance of ten dollars (\$10.00) per month shall be paid. Employees who are in receipt of a cell phone allowance and have not worked at least one day during that month, shall not receive the allowance for that month.

e) **Training and Certification Requirements**

Where a Bus Driver is required to obtain additional training and/or certification in order to maintain their qualification to operate a school bus, such training shall be provided under the terms of Article 7.10 (Work Related Educational Leave).

f) **Regulations**

The employee shall comply with all provisions of *The School Bus Operating Regulations, 1987*, under *The Highway Traffic Act* as are in force in the Province of Saskatchewan.

g) **Failure to Maintain Qualifications**

A Driver who fails to maintain the required driver's license and who knowingly drives a Division vehicle may be subject to discipline.

ARTICLE 11 GENERAL PROVISIONS

11.01 Joint Union Management Committee

- a) The Union proposes a Joint Management Committee comprised of three (3) members of the Bargaining Committee along with Employer representation with a view to address ongoing concerns in a respectful and timely manner.**

11.01 Footwear/Clothing Allowance

- a) An allowance for the purchase of work related footwear and clothing shall be provided to all maintenance/caretaking and cafeteria staff to a maximum of three hundred dollars (\$300.00) annually (including taxes) reimbursement will be conditional upon the submission of receipts.
- b) Cafeteria staff shall be provided an allowance of two-hundred dollars (\$200.00) for repair and launder of work clothing. Claims for this allowance shall be recognized each June. This allowance will be pro-rated for employees that work less than an academic year.

11.02 Personal Property Liability

An employee may apply to the Employer for the reimbursement of the cost to repair or replace clothing or other personal property damaged by the action of a student. The employee shall submit a claim, including an Incident Report to the Workers' Compensation Board (WCB). If the claim is paid by the WCB, no claim shall be payable by the Employer. If WCB denies the claim, reimbursement shall be made by the Employer. Such claim will be up to a maximum of one hundred dollars (\$100) of all clothing and personal property. In the event the property damaged is prescription eyewear, such claim will be up to a maximum of five hundred dollars (\$500). The Incident Report and cost of the repair or replacement must be submitted by the employee concerned within three (3) months of the incident.

11.03 Attendance at School Staff Meetings/Early Dismissal

Where employees are required to attend school staff meetings they shall be compensated for all such hours spent attending the meeting(s).

In the event of an unscheduled early dismissal, employees shall not suffer any loss of pay.

11.04 Field Trips

Employees who are requested to accompany students on field trips shall be compensated for all time spent on the trip at their regular rate of pay.

11.05 E.I. Records of Employment

Records of Employment will be provided upon request.

11.06 Travel Allowance

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

11.07 Student Transportation – Employee’s Vehicle

In situations where an employee is required to transport students in their personal vehicle the following circumstances and entitlements will apply:

- a) The employer will cover the cost of incident related to interior cleaning upon approval from their immediate supervisor.
- b) The employer will cover the cost of the employee’s insurance deductible in the event that the employee is involved in a motor vehicle accident while transporting students.
- c) The employer will cover the cost of the employee obtaining a driver’s abstract if requested to do so by employer.
- d) The employer will cover the cost of repairing vehicle damage sustained while transporting students upon approval of their immediate supervisor.

- e) The employer, in conjunction with SGI will provide training related to the proper installation of special seating apparatus identified as being required for safe transportation of students.

ARTICLE 12 TECHNOLOGICAL CHANGE

12.01 The Employer will comply with the provision of *The Saskatchewan Employment Act* any technological change.

ARTICLE 13 DISCIPLINE AND DISCHARGE

13.01 Discipline and Discharge Procedure

- a) In all cases where the Board considers that an employee's conduct will warrant disciplinary action (dismissal, suspension, written reprimand) no steps shall be taken other than in the presence of a Union representative.
- b) Employees shall be afforded the opportunity to state his/her side of the case in advance of discipline being imposed.
- c) If the employee refuses Union representation, the Board shall ensure the refusal is confirmed in writing and shall provide a copy to the Union and the employee.

13.02 Progressive Discipline

- a) No employee shall be disciplined or suspended without just cause and without being apprised of the issue or concern prior to any disciplinary action being taken. The Board agrees to use a Progressive Discipline in a timely and reasonable manner. An employee is entitled to be accompanied by a Union representative when interviewed during the course of an investigation.
- b) A copy of a document placed on an employee's file which might at any time be the basis for disciplinary action, shall be supplied to the employee, with a copy to the Local Union Office. The employee's reply to such document shall also become a part of the employee's file.
- c) Documentation of an employee's personnel file referred to in b) that is not related to a disciplinary suspension shall become void after

one (1) year, unless there have been subsequent documented incidents of a similar nature. Following the one (1) year period, the document shall be removed from the employee's personnel file and forwarded to the Union for disposition.

- d) Documentation on an employee's personnel file referred to in b) that is related to a disciplinary suspension shall be removed at the written request of the employee after three (3) years unless there have been subsequent documented incidents of a similar nature.
- e) Suspension pending investigation is not considered discipline. If an employee is suspended pending investigation, the Board shall render its decision regarding discipline no later than fourteen (14) calendar days from the date of the suspension, except as otherwise agreed between the Board and the Union. Where the suspension is without pay and investigations reveal that no discipline is warranted or that the discipline is less than the time spent on suspension, the employee shall be paid for the time lost and be made whole in all respects.

ARTICLE 14 PERFORMANCE REVIEWS

14.01 Any employee requested to meet with the Supervisor and/or designate with respect to work performance shall be informed of the nature of the discussion prior to the meeting, and if the employees so wishes, such employee may at their request have a Union representative present at the meeting. If Union Representation is refused by the employee, the Employer shall provide to the Union a written confirmation signed by the employee of such a refusal, with a copy of the document being supplied to the employee.

ARTICLE 15 TERM OF AGREEMENT

15.01 Length of the Agreement

This Agreement shall be effective from September 1, 2016 and shall remain in force up to and including August 31, 2018 and from year to year thereafter unless written notice is given pursuant to Article 15.02 (Written Notice).

This Agreement shall remain in effect during the period of negotiations required for the parties to agree to an amended Collective Agreement.

15.02 Written Notice

Either party may, no less than sixty (60) days but not more than one hundred and twenty (120) days before the expiry date hereof, give notice in writing to the other party to negotiate a revision thereof.

SCHEDULE "A" –Salary Schedule Hourly Rates of Pay

Classifications	Current Rate	Sept 1 2014 +2 ½%	Sept 1 2015 +2%
Educational Assistant/ Library Technician	Start \$ 17.12	17.55	17.90
	After 1 year \$ 17.77	18.21	18.57
	2 years \$ 18.28	18.74	19.11
	3 years \$ 19.07	19.55	19.94
Administrative Assistant	\$ 18.33	18.79	19.17
	\$ 18.92	19.39	19.78
	\$ 19.50	19.99	20.39
	\$ 20.20	20.71	21.12
Office Manager	\$ 19.02	19.50	19.89
	\$ 19.59	20.08	20.48
	\$ 20.26	20.77	21.19
	\$ 21.56	22.10	22.54
Red Circled	\$ 22.19		
Caretaker	\$ 18.73	19.20	19.58
	\$ 19.26	19.74	20.13
	\$ 19.83	20.33	20.74
	\$ 20.41	20.92	21.34
Fireman Caretaker	\$ 19.18	19.66	20.05
	\$ 19.73	20.22	20.62
	\$ 20.30	20.81	21.23
	\$ 20.92	21.44	21.87
Head Caretaker + \$ 1.00/hr	\$ 21.81	23.38	23.85
Maintenance			
Facilities Technician	\$ 26.74	27.41	27.96
Journeyman	\$ 36.26	37.17	37.91

Cafeteria Assistant	\$ 17.09	17.52	17.87
	\$ 17.65	18.09	18.45
	\$ 18.33	18.79	19.17
	\$ 18.66	19.13	19.51

***SCHEDULE "A" – Salary Schedule
Hourly Rates of Pay***

Classifications	Current Rate	Sept 1 2014 +2½%	Sept 1 2015 +2%
Kitchen Helper	\$ 15.03	15.41	15.72
	\$ 15.48	15.87	16.19
	\$ 15.96	16.36	16.69
	\$ 16.47	16.88	17.22
Commercial Cook	\$ 19.55	20.04	20.44
Bus Driver			
Per day (5 hours/day max)	\$ 65.26	66.89	68.23
Per kilometer	\$ 0.15	0.15	0.15
Authorized Extra Trips/Hours			
Per hour up to 8 hours/day	\$ 17.00	17.43	17.78
Per hour after 8 hours/day	\$ 25.52	26.16	26.68
Annual Plug-in Allowance	\$ 254.00	\$ 266.50	
(paid monthly)	\$ 25.40	\$ 26.65	
Meal Allowance per day	\$ 26.66	27.33	27.88
Annual Wash Allowance	\$ 337.17	345.60	352.51
(paid monthly)	\$ 33.72	34.56	35.25

Employees holding a Fireman’s certificate, fourth or fifth class Engineer’s certificate or Pesticide Application certification shall receive twenty (\$20.00) dollars per month over and above the regular schedule of wages.

Schedule 'B'
Employee Status Designation
By classification

Classification	Year
Administrative Assistant	Academic
Bus Driver	Academic
Cafeteria Assistant	Academic
Caretaker	Calendar
Commercial Cook	Academic
Education Assistant	Academic
Fireman Caretaker	Calendar
Head Caretaker	Calendar
Kitchen Helper	Academic
Library Technician	Academic
Maintenance	Calendar
Office Manager	Academic

All of which has been agreed to and signed at Weyburn, Saskatchewan this 3rd day of May, 2017.

Signed on behalf of
Southeast Cornerstone Public
School Division No. 209



Connie Barnard
Manager – Human Resources



Bruce Kwochka
Manager – Payroll Services



Gord Husband
Superintendent - Human Resources

Signed on behalf of
Service Employees International
Union – West



Maureen Jackiw



Kerrie Boyd
Unit Vice-Chair



Patricia Langedahl
Unit Chair



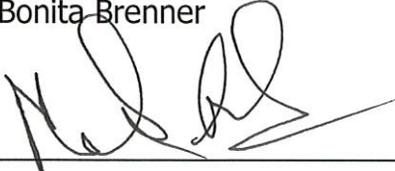
Armond Hauglum



Rebecca Kram
Negotiations Officer



Bonita Brenner



Rob Schultz



Shelley Johnson
Union Representative

Union contacts:

	Name	Phone	Email
Unit Chairperson	_____		
Unit Vice-Chairperson	_____		
Workplace Communicator	_____		
Shop Stewards	_____		

Union Representative:	_____		

The Member Resource Centre (MRC) is normally staffed from 9 am to 5 pm Monday to Friday. You can reach an MRC Officer by phone (1-888-999-7348 and press 1) or you can use the 'Contact Us' form on the website: www.seiuwest.ca.

Calendar for year 2015 (Canada)

January							February							March							April						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4			
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31								29	30	31					26	27	28	29	30		

May							June							July							August						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	1	2	3	4	5	6	1	2	3	4				1	2	3	4				
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
31																					30	31					

September							October							November							December							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
			1	2	3	4	5					1	2	3	1	2	3	4	5	6	7	1	2	3	4	5		
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	
27	28	29	30				25	26	27	28	29	30	31	29	30						27	28	29	30	31			

Calendar for year 2018 (Canada)

January							February							March							April						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10	8	9	10	11	12	13	14
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21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31	29	30					

May							June							July							August						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2	1	2	3	4	5	6	7				1	2	3	4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
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27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31	

September							October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1		1	2	3	4	5	6					1	2	3							1
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23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
30																					30	31					

Calendar for year 2019 (Canada)

January							February							March							April						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2						1	2		1	2	3	4	5	6
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9	7	8	9	10	11	12	13
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27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30	28	29	30				
														31													

May							June							July							August						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4						1	1	2	3	4	5	6				1	2	3			
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
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26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	31
							30																				

September							October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5						1	2							1
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29	30						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

SEIU-West represents working people across Saskatchewan who work in Healthcare, Education, Municipalities, Community Based-Organizations and Private Sector Industries. We work to improve the lives of working people and their families and lead the way to a more just and humane society.



The gains and protections contained in this document are the result of you and your co-workers coming together to negotiate a Collective Agreement with your Employer. If you know of someone who needs this kind of agreement and Union protections in their workplace, please contact the SEIU-West Organizing Department today at 1-888-999-SEIU (7348)

We are Stronger Together!