



GREENENE AGREENE

BETWEEN

CHINOOK SCHOOL DIVISION No. 211

AND

SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-WEST)

FOR THE PERIOD OF:

September 1, 2017 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

COLLECTIVE AGREEMENT

BETWEEN

The Board of Education of the Chinook School Division No. 211

and

Service Employees International Union – West (SEIU-West)

Representing Employees at:

Bone Creek Hutterian School, Shaunavon High School, Shaunavon Public School, Spring Lake Hutterian School, Val Marie School, Vanguard Community School, Swift Current Maintenance and Facilities Personnel as part of the above named Employer.

FOR THE PERIOD OF: September 1, 2017 to August 31, 2018

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ARTICLE 1 PREAMBLE

- 1.01 a) 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.
 - b) Whereas in furtherance of these purposes it is the desire of both parties to maintain harmonious relations between the Chinook School Division No. 211 and SEIU-West:
 - To maintain and improve harmonious relations between Chinook School Division No. 211 and members of the SEIU-West.
 - ii) To encourage efficiency and safety in operation.
 - iii) To jointly recognize that the exercise of rights and functions is to be carried out reasonably, fairly, and in a manner consistent with the Collective Agreement.
- 1.02 a) The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Chinook School Division No. 211 and its employees and to provide orderly, prompt, and equitable disposition of grievances.
 - b) The Chinook School Division No. 211 will treat all employees with courtesy and respect and in a professional manner. Employees and the SEIU-West Representatives will in turn observe these same principles in dealing with the Chinook School Division No. 211.
 - c) Disciplinary actions shall be undertaken with consideration to the privacy of the concerned parties and in keeping with the provisions of the collective bargaining agreement. Verbal abuse by the SEIU-West Representative, Chinook School Division No. 211 Representatives or the employee shall not be tolerated.

ARTICLE 2 DEFINITIONS

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

2.01 "Academic year" as defined in *The Education Act, 1995*, means 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;

- 2.02 "Active Employment" for the purposes 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.
- 2.03 "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.
- 2.04 "Board" means the Employer which is the Board of Education of the Chinook School Division No. 211.
- 2.05 "Calendar Year" means January 1st to December 31st of any year.
- 2.06 "Calendar year employee" shall mean an employee who is employed by the Board in a calendar year position that is normally twelve (12) months in duration.
- 2.07 "Casual Employee" means a person employed to perform work from time to time, where the duration of employment will not exceed a period of thirty (30) working days in any two (2) month period.
- 2.08 "Continuous" shall mean an uninterrupted period of time that there has not been a break in service for the Board except for an approved leave;
- 2.09 "Paid Hours" shall mean
 - i) Actual hours worked excluding overtime;
 - ii) Statutory holiday hours;
 - iii) Hours of vacation pay;
 - iv) All paid leaves, which includes sick leave;
- 2.10 "Permanent Employee" means one who has been appointed to a position designated as permanent by the Board and who successfully passed the probationary period in accordance with Article 17.07 herein.
- 2.11 "Probationary Employee" means a newly hired employee who is appointed to a position designated as a permanent position by the Board, for a period of ninety (90) calendar days of active employment; or a newly hired casual or temporary employee, for a period of ninety (90) days worked.
- 2.12 "School Year" as defined in *The Education Act, 1995*, means the period commencing on September 1st in one calendar year and ending August 31st in the next calendar year;

- 2.13 "Temporary Employee" means an employee who is employed for a predetermined period of time not to exceed one year. The time limit may be extended by agreement between the Union and the Board.
- 2.14 "Full time hours" means eight (8) hours per day or forty (40) hours per week, or as set out in an employee(s) letter of appointment.
- 2.15 "Union" means SEIU-West.
- 2.16 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.
- 2.17 "Employee" where used herein does not include students hired on a temporary basis, not to exceed four months.
- 2.18 "System" shall mean all the facilities owned and operated by the Board.

ARTICLE 3 SCOPE AND RECOGNITION

3.01 Scope

- a) The Board, approves and recognizes the Union is the sole bargaining agent for all its employees who are covered in the bargaining unit defined by the Saskatchewan Labour Relations Board No. 028-55; 036-55; 070-06; 095-06; 097-06; 098-06; 099-06 and hereby consents to negotiate with the Union or its designated Representatives in matters affecting the relationship between the parties to this Agreement.
- b) 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.

3.02 Union Recognition

a) Union Security

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

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

b) Union Dues Check-Off

The Board agrees that monthly dues, assessments and initiation fees shall be deducted for and on behalf of all employees who are members of the Union, and such monies shall be paid to the Treasurer of the Union not later than the fifteenth (15th) calendar 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 and the effective dates hereof, of staff shall also be forwarded to the 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.

In the case of each new employee the list shall also show the employee's job classification, hours worked, hourly rate of pay, gross pay and said deductions in the pay period.

3.03 Should the SEIU-West certification extend to other employee groups as part of Chinook School Division No 211, this Agreement shall be amended to cover those employee groups.

3.04 No Other Agreements

No employee(s) shall be required or permitted to make a written or verbal Agreement with the Board which may conflict with the terms of this Collective Agreement.

3.05 No Contracting Out

There shall be no contracting out of work, which would result in a lay-off of present employees. The Board agrees that no employee shall be laid off or have their hours of work reduced due to the utilization of volunteers **or due to the Board hiring summer student employees.**

3.06 Union Representatives

The Union shall supply the Board with an up-to-date list of its Representatives, Officers, Stewards and Grievance Representatives.

3.07 Union Management Committee

- 1) A Joint Union Management (JUM) Committee shall be established to discuss matters of mutual interest that may arise from time to time in the Boards operations. The Union shall select up to two (2) employee members to sit on such committee along with the SEIU-West Union Representative. The Board will select the Board members of the committee.
- The parties shall meet no less than once per year, unless mutually agreed otherwise. Employees shall attend meetings without loss of pay.

3.08 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 a copy of the collective agreement, relevant benefits plans and relevant pension plan in place at the time of hire.

3.09 Union Notification

The Board agrees to notify the Union of all new employees hired who fall within the scope of **this agreement**, together with their home address and telephone number(s), **the Board will provide the same for** employees terminated or laid off.

The Board agrees to notify the Union of any change in home address and/or telephone number(s) for any such employee. The onus shall be on the employee to advise the Employer of all such changes.

The above information shall be forwarded to the Union together with all employee information required in accordance with Article 3.02 b).

3.10 Organizational Chart

The Board agrees to place on a bulletin board:

 A block organizational chart showing the administrative structure and the line of authority in the Chinook School Division No. 211 accompanied by an up-to-date list of persons in authority. 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.

3.11 No Strikes or Lockouts

- a) The Union will not cause or permit its members to cause, nor with any member of the bargaining unit take part in, any strike either sit down or stay in, or any other kind of strike either total or partial, of any of the Board's operations, during the term of this agreement.
- b) The Board will not cause, engage in or permit a lockout either total or partial of any of its operations during the term of this agreement.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 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 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, enforce reasonable rules and regulations governing the conduct of employees, hire, discipline, promote, demote, suspend or discharge employees for just cause.

ARTICLE 5 NO DISCRIMINATION AND HARASSMENT

5.01 Employment Equity

The Board and Union acknowledge that they will support Employment Equity plans that have been developed in consultation with the Union to address employment.

5.02 Equal Pay for Equal Work

Employees will be paid the rate of pay designated for the classification in which the employee is employed in accordance with Schedule 'A' – Salary Schedule, regardless of gender.

5.03 No Discrimination

The Board and Union agree that there will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off,

recall, discipline, classification, discharge or otherwise by reason of race, age (eighteen (18) years of age or older), national origin, gender, marital status, political or religious affiliation, nor by reason of membership or activity in the Union.

5.04 Harassment

The Board and the Union agree that harassment in the workplace is not acceptable and agree to work in accordance with Part 3 (Occupational Health and Safety) of *The Saskatchewan Employment Act*, and together work towards elimination of the incidence and causal factors of harassment.

The Board and Union recognize the right of employees to work in an environment free from harassment and will work jointly to achieve that goal. The Board shall have in place a harassment policy which shall be reviewed regularly and revised as deemed appropriate.

a) Definition of Harassment

Harassment means any inappropriate conduct, comment, display, action or gesture by a person:

- i) That either:
 - is based on race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; or
 - subject to b) and c) below, adversely affects the worker's psychological or physical well-being and that the person knows or ought reasonably to know would cause a worker to be humiliated or intimidated; and
- ii) That constitutes a threat to the health or safety of the worker.
- b) To constitute harassment for the purposes of this Article:
 - Repeated conduct, comments, displays, actions or gestures must be established; or
 - ii) A single, serious occurrence of conduct, a single, serious comment, display, action or gesture that has a lasting harmful effect on the worker must be established.

- c) Harassment does not include any reasonable action that is taken by the Board relating to the management and direction of the Board's workers or the place of employment.
- d) The Board and the Union agree that an employee shall not be disciplined or suffer any adverse consequences as a result of having submitted either a verbal or written complaint in good faith.
- e) Where it has been determined that the complaint, either verbally or in writing, has been a wilful attempt to discriminate or injury the reputation of the alleged harasser the employee will be subject to the disciplinary process for those actions.

5.05 Violence in the Workplace

- a) The Board and the Union agree that violence against employees in the workplace is not acceptable and agree to work in accordance with Part 3 (Occupational Health and Safety) of *The Saskatchewan* Employment Act, and together work towards elimination of the incidence and causal factors of violence.
- b) Violence is defined as the attempted, threatened, or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that the worker or others is at risk of injury.

ARTICLE 6 HEALTH AND SAFETY

6.01 Co-operation on Safety

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

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

6.02 Occupational Health and Safety Act and Regulations

Part 3 (Occupational Health and Safety) of *The Saskatchewan Employment Act* and regulations made there under, shall apply. The legislation allows every worker the

right to know the hazards at work, participate in occupational health and safety and refuse work which the worker believes is unusually dangerous.

6.03 Occupational Health and Safety Committee

An Occupational Health **and Safety** Committee, as provided by Part 3 (Occupational Health and Safety) of *The Saskatchewan Employment Act* and regulations made there under, shall be implemented. The Occupational Health Committee shall hold regular meetings or as requested by the Union or the Board to deal with all unsafe conditions. **The Union shall select or elect the SEIU-West members of the local committee.**

6.04 Safety Measures

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

6.05 Training of Workers

- a) In accordance with Part 3 (Occupational Health and Safety) of *The Saskatchewan Employment Act* and regulations made thereunder, the Board shall ensure that a worker is trained in matters that are necessary to protect the health and safety of the worker and others when a worker begins work at the place of employment and when a worker is moved from one work activity or worksite to another that differs with respect to hazards, facilities or procedures.
- b) All Bus Drivers shall be required to attend a certified First Aide course at the Board's expense and at a time in keeping with the authorities providing the training and place designated by the Board. Renewal of the First Aide Certificate will be at the Board's expense.

6.06 Working Alone or Isolated Place of Employment

The Board will continue to review and monitor policies to reduce risks to employees working alone or at isolated places of employment or whose employment requires travel in the course of their employment.

Where an employee is authorized to use their personal cell phone for the purposes of maintaining emergency communication in the course of their employment, the Employer shall reimburse the employee thirty-five dollars (\$35.00) per calendar month to offset the cost of purchasing and maintaining the cell phone. In order to receive the thirty-five dollar (\$35.00) reimbursement, the employee must have worked at least one (1) day in that

month. Employees eligible for this benefit are Maintenance, Facility Operators, Mechanics, Shop Supervisors, Mechanics Helpers, and Bus Drivers.

ARTICLE 7 HOURS OF WORK

7.01 General

- 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 Article are not to be construed as a guarantee of hours to be worked.

7.02 Scheduling

- a) The Union recognizes the right of the Board to schedule the hours of operation of its facilities and the hours of work of employees as is necessary to provide coverage for the determined hours of operation.
- b) A regular schedule for permanent and temporary employees shall be Monday to Friday between the hours of 07:00 and 17:00, except for Bus Drivers whose hours shall be undefined and Facility Staff whose hours shall be contained between the hours of 07:00 and 23:30 as scheduled by the Board.
- c) i) Employees may, by mutual agreement between the Board and the Union, work in excess of eight (8) hours per day or forty (40) hours per week without receiving overtime pay, provided that the average number of hours worked shall not exceed eight (8) hours per day or forty (40) hours week over a period of four (4) weeks as per the averaging agreement.
 - Notwithstanding Article 8.02 b) overtime shall paid when an employee works in excess of ten (10) hours in any one day.
 - iii) Where an employee works in excess of an average of eight (8) hours per day or forty (40) hours per week as provided for in subsection b), overtime shall be paid for all time worked in excess of those times.

- i) Except for Bus Drivers and casual employees, the Board will set out a provisional work schedule for each employee at least fourteen (14) calendar days prior to the posting of a confirmed schedule.
 - Permanent and temporary employees shall receive a minimum of fourteen (14) days notice of any change to their confirmed schedule.
- e) Working schedule The Employer or designate will, in consultation with the Facility Operator, set out a work schedule for each employee

7.03 Academic Year Employees

The Board shall notify all permanent Office Managers, Educational Assistant, Library Personnel and any other permanent academic year employees of changes to the number of days and the employee's schedule of hours and employment status for the upcoming year. Such notice shall occur, in writing, by June 10th of each year with the exception of unforeseen circumstances.

7.04 Maintenance, Journeymen or Other Employees

- a) By mutual agreement of the parties, maintenance, journeymen and other workers may make arrangements with their manager for alternate work schedules provided that the average of all hours worked does not exceed forty (40) hours per week. The manager shall consult with Human Resources.
- b) All time worked in the averaging period beyond forty (40) hours per week or thirty-two (32) hours in the week in which a public holiday is observed, shall be considered as overtime and will be compensated in accordance with Article 08 – Overtime. All overtime must be authorized.
- c) Where an employee is not required to work on the public holiday, the employee will be entitled to pay for the holiday, in accordance with Part 2 (Employment Standards) of *The Saskatchewan Employment Act*, to a maximum of eight (8) hours.
- d) Where parties have mutually agreed to amend the employees' work schedule in accordance with 07.04 a), shift differentials and afternoon bonuses are not applicable.
- e) Either party may provide ninety (90) days notice to terminate an alternate work schedule.
- f) Summer Schedule

During the summer school vacation period employees shall have the option of working a four (4) day, ten (10) hour day work week.

During the summer school vacation period, employees shall further have the option of altering their scheduled hours of work upon mutual agreement with the Manager of Facilities or designate before June 1st each year. 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.

7.05 Split Shifts

- a) Split shifts will be implemented in rare and extreme cases by mutual consent between the Board and the Union.
- b) Where the Board determines that it is necessary to schedule Facilities Staff on a split shift, no more than one split will be allowed in any twenty-four (24) hour period and the eight hours scheduled must be contained within a twelve (12) hour period.
- c) Where the total hours worked within a twelve (12) hour period exceeds eight (8) hours, overtime will be paid in accordance with Article 08 – Overtime.
- d) Where initiated by the employee and mutually agreed between the parties, in writing, the eight (8) hours worked may be scheduled within a period greater than twelve (12) hours.

7.06 Paid Rest Periods and Meal Periods

- a) Paid Rest Periods
 - i) Employees who work more than three (3) hours but not more than six (6) hours shall receive one (1) fifteen (15) minute paid rest period (exclusive of meal period).
 - Two (2) paid rest periods of fifteen (15) minutes each shall be allocated by the Board for each employee working a shift of more than six (6) hours (exclusive of meal period).

b) Unpaid Meal Period

Except where mutually agreed between the Board and the employee, one (1) unpaid meal period of thirty (30) minutes shall be scheduled for each employee working a shift of at least five (5) hours.

7.07 Additional Hours

Where additional work becomes available, part-time employees within the classification and school or facility, in order of seniority, shall be given the option of increasing their daily hours to full-time hours providing the employee(s) has the qualifications, knowledge, education, skills and abilities to perform the work. Any available hours remaining shall then be offered to casual employees within the classification and school or facility.

In exceptional situations, in recognition of student special needs, the Union and the Employer shall meet at the commencement of each school year, or as required, to identify such needs and to establish exceptions to the above provision as it may apply to specific Educational Assistants.

7.08 Shift Differential

- a) Calendar Year employees shall receive a shift differential of one dollar (\$1.00) per hour shall be paid for all hours, exclusive of meal breaks, scheduled by the Board to be worked between 16:00 and 07:00.
- b) Calendar Year employees required to work more than fifty percent (50%) of their hours during the afternoon shift (16:00 to 23:59) shall receive a shift differential of one dollar (\$1.00) per hour for all scheduled hours; or
- c) Shift differential shall not apply to overtime hours worked.

7.09 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.
- 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 three (3) hours at one and one-half ($1\frac{1}{2}$) times the regular rate of pay. All call-outs must receive prior authorization from the appropriate manager as designated by the Board.

c) For any call between 23:00 and 07:00 double (2X) **the regular rate of pay** for three (3) hours shall apply.

ARTICLE 8 OVERTIME

8.01 General

- a) Where an employee works in excess of an average of eight (8) hours per day or forty (40) hours per week, overtime shall be paid for all time worked in excess of those hours.
- b) All overtime shall be distributed among the employees as equally as possible within the classification looking first at the facility and then the cluster area.
- c) Employees working in more than one position shall not exceed forty (40) hours per week. The employee is responsible to inform the immediate supervisor that acceptance of additional hours will result in overtime. Authorization from Human Resources will be required for the assignment of overtime hours.

8.02 Compensation for Overtime

- a) Overtime shall be paid at a rate of time and one-half (1½) 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) Time in Lieu of Overtime Pay

Bus Mechanics, Mechanic's helpers, Facilities and Maintenance Personnel: Plumbers, Electricians, Carpenters, Painters, and others trades persons by mutual agreement of the parties may make arrangements with their manager to alternate work schedules in order to facilitate the completion of jobs. Where the employee makes a request for such alternate arrangements, these hours shall be banked at straight time.

Where the Employer requests the employee work additional hours,

these hours will be overtime and shall be paid to the employee at the rate of one and one-half ($1\frac{1}{2}$) times their rate of pay. Employees who work these overtime hours may elect to take time off in lieu or overtime pay. The length of time off with pay shall be banked at the rate of one and one-half ($1\frac{1}{2}$) times the number of overtime hours worked.

Banked hours cannot exceed forty (40) hours at any one time. **Employees may request to use banked time at any time during the calendar year. Subject to the provisions of Article 14.01,** scheduling of banked time taken shall be mutually agreed to by the Employer and the employee.

ARTICLE 9 DISCIPLINE AND DISCHARGE

9.01 Discipline and Discharge Procedure

- a) In all cases where the Board contemplates that an employee's conduct may warrant disciplinary action (dismissal, suspension, written reprimand) no steps shall be taken other than in the presence of a Union representative of the employee's choosing.
- 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.
- d) Any employee requested to meet with Human Resources with respect to work performance shall be informed of the nature of the discussion prior to the meeting, and if the employee so wishes, such employee will have a Union representative of their choosing present at the meeting.

9.02 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 process of Progressive Discipline in a timely and reasonable manner. An employee is entitled to be accompanied by a Union representative of their choosing 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 on an employee's personnel file referred to in b) that is not related to a disciplinary suspension shall become void and be removed from the file after two (2) years, or when the voided documentation is discovered, unless, there have been subsequent documented incidents of a similar nature.
- d) Documentation on an employee's personnel file referred to in b) that is related to a disciplinary suspension shall become void and be removed from the file after three (3) years, or when the voided documentation is discovered, 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 time lost and be made whole in all respects.

ARTICLE 10 GRIEVANCE PROCEDURE AND ARBITRATION

10.01 Definition

- a) A grievance shall be defined as any difference or dispute between the Board and the Union or any member(s) of the Union regarding the interpretation, meaning, operation, application or alleged violation of this Agreement.
- Any grievance submitted shall specify the nature of the difference or dispute and the redress or adjustment requested.
- c) The "Date of Cause of Grievance" shall be defined as the date that the employee(s) should have become aware of or came to the attention of an employee(s) of an event or circumstance or a violation of the collective agreement that would have given rise to the complaint.

10.02 Settlement of a Grievance

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 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 affected to insure that there is no disruption of services and that the operational needs of the Board are given first priority.

- a) Prior to formally submitting grievances, employees are encouraged to first discuss their complaint with their immediate supervisor. The Union and the Board shall endeavor to resolve issues prior to commencing the formal grievance procedure.
- b) An effort shall be made to settle any grievance fairly and promptly in the following manner:

STEP 1:

- a) The Union shall first present the grievance in writing to the Principal or immediate supervisor within ten (10) working days of the event giving rise to the grievance or of the date when the employee first became aware of the grievable matter.
- b) The Employee concerned, and a local Union representative and the immediate supervisor shall meet to discuss the grievance within ten (10) working days of its receipt.
- c) The immediate supervisor shall render a written decision to the Employee, with a copy to the Union within ten (10) working days of such discussion.

STEP 2:

- a) Failing satisfactory settlement at Step 1, if the Union decides to proceed with the grievance, it shall present the grievance, in writing, to the Superintendent of Human Resources within ten (10) working days of the receipt of the decision under Step 1.
- b) The Employee concerned, a local Union representative and the Superintendent of Human Resources shall meet to discuss the grievance within ten (10) working days of its receipt.
- c) The Superintendent of Human Resources shall give a decision in writing to the Union within ten (10) working days of such discussion.

STEP 3:

- a) Failing satisfactory settlement at Step 2, if the Union decides to proceed with the grievance, it shall present the grievance, in writing, to the Director of Education within ten (10) working days of the receipt of the decision under Step 2.
- b) The Employee concerned, a local Union representative and the Director of Education shall meet to discuss the grievance within ten (10) working days of its receipt.
- c) The Director of Education shall send its decision, in writing, to the Union within ten (10) working days of such discussion.

STEP 4:

- a) Failing satisfactory settlement being reached in Step 3, the Union may refer the grievance to arbitration within thirty (30) working days of receipt of the written decision at Step 3.
- b) Where a grievance has been referred to arbitration, the parties may agree to attempt to resolve the grievance through an alternate dispute resolution process.
- c) The Board of Arbitration shall consist of one (1) member appointed by the Union, one (1) member appointed by the Board, and a chairperson, jointly named by the two (2) members so appointed.
- d) Where, within ten (10) working days of their appointment, the Board and Union appointees fail to agree on the selection of a chairperson, either party may request the Chairperson of the Labour Relations Board to appoint a chairperson to the Board of Arbitration.

10.03 Policy, Discipline, Harassment and Violence Grievances

- a) When the Union has reason to believe the Board has erred in the general application or interpretation of the Agreement that has implications for more than one (1) work site, the Union shall have the right to initiate a grievance at Step 2 of the Grievance Procedure.
- b) When an employee is suspended or dismissed, the Union shall have the right to initiate a grievance at Step 2 of the Grievance Procedure.
- c) When a grievance cites harassment or violence, the Union shall have the right to initiate a grievance at Step 2 of the Grievance Procedure. Grievances related to harassment or violence shall be dealt with in a

way that respects the confidentiality of all parties but recognizes the principles of fairness and justice.

10.04 Time Limits

Any time limits expressed in the grievance procedure may be extended by mutual agreement between the parties. Such agreement to extend time limits shall not be unreasonably withheld.

10.05 Decision and Guideline

- a) The decision of the Arbitration Board shall be final and binding on the parties. The Arbitration Board in reaching its decision shall not have the power to add to, subtract from, alter or amend the Agreement.
- b) The Arbitration Board shall be limited to dealing with the issues which are submitted to it for arbitration.
- c) The Arbitration Board shall make every effort to render a final and binding decision within sixty (60) working days of the Arbitration Hearing.

10.06 Arbitration: Technical Objections to Grievances

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

10.07 Expenses of the Arbitration Board

The Union and the Board shall bear the expense of the respective nominees to the Arbitration Board and the two (2) parties shall bear equally the expense of the Chairperson.

10.08 Logistics

- a) The Board agrees to provide all relevant payroll information concerning any grievance to the appropriate Union representative upon request with the written consent of the employee or the employees concerned.
- b) A Local Representative of the Union and grievor(s), where applicable, shall not suffer any loss of regular straight time pay to attend grievance meetings with the Board or designate at any step of the grievance procedure.

- c) The Union recognizes that a local Union representative is employed to perform full time work for the Board and shall not leave work during working hours to perform Union duties without first notifying the immediate supervisor.
- d) The Board recognizes that a local Union representative has a responsibility to negotiate the settlement of grievances in such a way as to not disrupt the activities of the school.
- e) The Union shall have the right to have the assistance of SEIU-West, when meeting with the Board or designate with respect to the grievance procedure.

ARTICLE 11 PUBLIC HOLIDAYS

11.01 Paid Holidays

a) All calendar year employees shall receive the following holidays with pay, other than full time employees pro-rated in relation to hours paid in the previous four (4) week period:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day

Saskatchewan Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and all other statutory holidays proclaimed by the federal, provincial & civic government.

b) All academic year employees shall receive the following holidays with pay, other than full time employees pro-rated in relation to hours paid in the previous four (4) week period:

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

and all other statutory holidays proclaimed by the federal, provincial & civic government.

11.02 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.

11.03 Compensation for Holidays Falling on Saturday or Sunday

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

11.04 Pay for Work on Scheduled Holiday

- a) 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 11.01 a) or b) plus one (1) and one-half (1/2) times the employees' regular rate of pay for all hours worked.
- b) Special arrangements may be entered into by agreement between the Board the Union to substitute day(s) for any of the public holiday(s) specified in 11.01 a) or b). Where this arrangement is entered into by mutual agreement, overtime will not be paid to employees who work on the proper date of the designated public statutory holiday(s).

ARTICLE 12 ANNUAL VACATION

12.01 Vacation Entitlement–Academic Year Employees, Temporary Employees and Casual Employees

- a) The Board recognizes the following as the annual vacation entitlement:
 - At commencement of employment, which includes employees with less than one (1) full year of continuous employment, and up to including eight (8) years of continuous employment, 3/52nds of earnings;
 - ii) At commencement of nine (9) years of continuous employment and up to and including fifteen (15) years of continuous employment, 4/52nds of earnings;
 - iii) At commencement of sixteen (16) years of continuous employment and up to and including twenty-two (22) years of continuous employment, 5/52nds of earnings;

- iv) At commencement of twenty-three (23) years of continuous employment and every year thereafter, 6/52nds of earnings.
- b) Vacation pay will be calculated monthly and paid on each cheque.
- c) In accordance with *The Saskatchewan Employment Act*, Academic Year Employees, Temporary Employees and Casual Employees are entitled to annual vacation time off without pay.

12.02 Vacation Entitlement for Permanent Calendar Year Employees

With the exception of the maintenance person classification, annual vacations shall be taken during the period from the beginning of the school summer vacations to the week before school opens for the next term. Employees who have earned four (4) or five (5) weeks of vacation shall be entitled to take one week during Christmas, February or Easter Breaks.

Employees, who have earned five (5) weeks of vacation, are entitled to take two (2) weeks of vacation outside of the above stated holiday periods. This shall be in consultation with the Supervisor of Facilities and considering the appropriate relief is available.

Employees, who have earned six (6) weeks of vacation, are entitled to take three (3) weeks of vacation outside of the above stated holiday periods. This shall be in consultation with the Supervisor of Facilities and considering the appropriate relief is available.

Under extenuating circumstances, calendar year employees may be permitted to take paid vacation leave at any time during the Annual Vacation Year subject to approval of their immediate supervisor and considering the appropriate relief is available.

Annual vacation time shall be regulated on a mutually agreed basis. However, employees who do not book their annual vacation leave for the next school year between April 1st and June 1st of each year shall forfeit their right to use seniority. Vacation requests after this date shall be governed on a first-come, first-serve basis and the Employer shall provide a response in writing within seven (7) days. The Employer agrees to give reasonable consideration to all requests submitted with less than seven (7) days notice.

 For vacation dates or periods during the months of April, May, June, such requests must be made by March 1st and confirmation must be given by March 15th;

- ii) Vacation schedules shall be posted by the start of the last week of school of each year. Once posted, these dates cannot be changed without mutual consent of the employee and the Employer, except in extenuating circumstances.
 - a) The Board recognizes the following as the annual vacation entitlement:
 - i) At commencement of employment, which includes employees with less than one (1) full year of continuous employment, and up to including eight (8) years of continuous employment, three (3) weeks;
 - ii) At commencement of nine (9) years of continuous employment and up to and including fifteen (15) years of continuous employment, four (4) weeks;
 - iii) At commencement of sixteen (16) years of continuous employment and up to and including twenty-two (22) years of continuous employment, five (5) weeks;
 - iv) At commencement of twenty-three (23) years of continuous employment and every year thereafter, six (6) weeks.
 - Permanent calendar year employees shall be entitled to take annual vacation time off with pay in accordance with Article 12.02 -Vacation Entitlement.

12.03 Annual Vacation Year

"Annual Vacation Year" means the twelve (12) month period commencing on September 1st of each calendar year and concluding on August 31st of the ensuing calendar year.

12.04 Carry Over of Vacation for Permanent Calendar Year Employees

Permanent calendar year employees may be allowed a carryover of a maximum of one (1) week upon written approval of the immediate supervisor.

12.05 Approved Absence During Annual Vacation

- a) Where, in respect of any period of annual vacation leave, an employee:
 - i) Is granted bereavement leave; or

ii) Suffers from an illness or injury that requires hospitalization or confinement to bed under a doctor's care for a period of three (3) consecutive working days or more, such hospitalization or confinement time shall be considered as sick leave. Satisfactory evidence of such hospitalization or confinement shall be provided to the Board.

The period of annual vacation so displaced shall either be added to the annual vacation period requested by the employee and approved by the Board or reinstated for use at a later date.

ARTICLE 13 SICK LEAVE

13.01 Sick Leave Defined

- a) Sick Leave means the period of time an employee is absent from work by virtue of being sick or disabled or because of an accident for which compensation is not payable under *The Workers' Compensation Act* or *The Automobile Accident Insurance Act*.
- b) An employee absent from duty on account of sickness, shall inform the immediate supervisor as soon as possible prior to the commencement of the scheduled shift, indicating expected duration of the illness and any anticipated limitations. No employee shall be entitled to benefits for time previous to such notification unless the delay shall be shown to have been unavoidable.
- c) Deductions from accumulated sick leave employees on sick leave shall first draw from the current year's sick leave credit and then from their accumulated sick leave account until such credits are exhausted or until the employee has drawn sick leave credits to a maximum of seventy-five (75) working days whichever occurs first.
- d) 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 monthly earnings at the time the employee became disabled.

13.02 Sick Leave Accrual

 All permanent employees shall earn sick leave credits equivalent to one and one-half (1½) days of the employee's regularly scheduled hours of each month of employment. 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) When an employee is granted a leave of absence for a period greater than thirty (30) consecutive calendar days, without pay for any reason, or is laid off on account of lack of work and returns to work upon the expiration of such leave of absence, they shall not earn sick leave credits after thirty (30) consecutive days of an unpaid Leave of Absence or a period of lay-off, and shall retain their sick leave cumulative credit, if any, existing at the time of such leave or while laid off and subject to re-employment rights.

13.03 Maximum Accumulation of Sick Leave

As of December 31st of each year the unused portion of each employee's sick leave shall be accumulated to maximum of one hundred and eighty (180) days. Unused sick leave credits will be included with the last pay period of the year. Employees have until March 1st of the following year to correct errors.

13.04 Proof of Illness

An employee, who is ill 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 prior to 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.

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 in accordance with Article 21.

13.05 Compulsory Quarantine

Employees who are quarantined or prohibited from working by the Medical Health Officer as a result of exposure to an infectious disease as a result of employment with the Board, shall not suffer any loss of pay or reduction in sick leave credits.

ARTICLE 14 LEAVES OF ABSENCE

14.01 Leaves of Absence Without Pay

a) General Leave

- General leave of absence without pay may be granted by the Board to any employee insofar as the regular and efficient operation of the system will permit, provided five (5) days written application prior to the leave, has been given by the applicant to the Board.
- ii) In exceptional circumstances the written notice period may be waived by the Board.

b) Leave for Public Office

Leave of absence without pay shall be granted to an employee to seek nomination as a candidate in a municipal, provincial or federal election and if elected to act as a representative in such office, except where prohibited by law.

c) Pressing Necessity

An employee shall be granted leave without pay for pressing necessities dealing with personal matters not relating to other work commitments. Pressing necessity shall be defined as any circumstance 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.

This shall be limited to the following and/or similar situations and taken in hourly increments to a maximum of one day per occurrence.

Example:

- Unexpected death of a friend's child or mate;
- Child behaviour at school unruly, teachers calls, had to leave work;
- No day care, had to stay home.
- i) Employees may elect to use annual vacation, or time-in-lieu, which have not yet been scheduled for the purpose of such leave.
- d) Maternity, Parental and Adoption Leave
 - i) Maternity, parental and adoption leave will be provided in accordance with *The Saskatchewan Employment Act.*

- ii) General Provisions for Maternity, Parental and Adoption Leave
 - a) For purposes of eligibility, lay-offs during the months of July and August of ten (10) month employees shall not be considered service or as a break in service.
 - b) While on maternity, parental or adoption leave, an employee shall accrue service for purposes of vacation entitlements, but no vacation credits will accumulate during the leave.
 - While on maternity, parental or adoption leave, sick leave benefits will not accumulate.
 - d) Subject to the qualifying provisions of the pension plan, an employee on leave under this Article may elect to maintain pension contributions for the period in which they normally would have been employed, by paying both the employee's and the Board's share of the contributions.
 - e) Additional leave may be granted by mutual agreement of the Board and the employee under Article 14.01 a) General Leave.
 - f) Notice of intention to return to work or a request for change in the length of the maternity, parental or adoption leave must be forwarded to Human Resources, in writing, at least four (4) weeks prior to the expiration of such leave.
 - g) On return from maternity, parental or adoption leave, an employee shall, if possible, be placed in the employee's former position at the current rate of pay, or in a comparable position with no reduction in wages.

e) Citizenship Leave

An employee shall be allowed the necessary time off to process the employee's Canadian Citizenship Application. The Board will collaborate with the employee to determine if their schedule can be rearranged so that no loss in pay will result because of the leave.

14.02 Leaves of Absence With Pay

a) Leave to Attend Birth or Adoption

Leave of up to two (2) days with pay for shall be granted to a parent at the birth or adoption of their child.

b) Negotiation Leave

- The Union shall give advance notice to the Board as to the members of its bargaining committee or any changes made thereto.
- ii) Should negotiation sessions between the Board and the Union be held at a time when a Union representative is scheduled to work, the Board shall approve a leave of absence without loss of pay or benefits for a maximum of six (6) members of the Union's bargaining committee for the time spent in negotiations.
- iii) In the event a substitute employee is assigned by the Board to replace a Union representative for the time spent in negotiations, the Union shall reimburse the Board all costs in accordance with Article 14.02 c). The Board shall provide written proof of such needed substitution.

c) Union Leave

Insofar as the regular operations permit designated employees shall be granted leaves of absence without pay to attend to Union business:

- Such request must be submitted in writing to the Employer at least five (5) working days in advance except in cases where it is mutually agreed otherwise.
- ii) Not more than one (1) employee from each school or work facility shall be granted leave at the same time. This limitation shall not apply to Negotiation Leave as per a) above. For the purposes of this clause, the Chinook Education Centre and the Shaunavon Maintenance Facility shall be considered one (1) location.
- iii) The Employer agrees to continue to pay normal salary and benefits to employees allocated on a short-term basis of one (1) month or less to attend to Union business as referred to in Article 14.02(c) and that the Employer is to charge the Local Union for reimbursement of the cost. Such costs shall only include:

- a) Actual lost wages;
- b) Employer's share of Canada Pension contributions;
- c) Employer's share of Employment Insurance premiums;
- d) Employer's share of MEPP contributions or equivalent;
- e) Employer's share of Group Insurance premiums;
- f) Employer's share of Disability Income contributions;
- g) Workers' Compensation premiums; and
- h) Extended Health and Enhanced Dental premiums.
- iv) On leaves of absence of more than one (1) continuous month, and at the request of the Union, the Employer agrees to pay normal salary and benefits to an employee, and will charge the Union, in addition to those costs set forth in Article 14.02 c) iii) an appropriate amount for the following benefits:
 - a) Annual vacation;
 - b) Sick leave, and
 - c) Statutory Holiday.

On leaves of absence of more than one (1) continuous month, the Union shall provide the Employer with a report of the Employee's sick leave used, statutory holiday observance(s) and vacation usage for those employees.

- v) An employee who is elected or selected for an Executive position with the Union or any labour body with which the Union is affiliated, shall be granted Union leave for the term of office.
- d) Witness or Jury Duty

An employee shall be allowed leave of absence without loss of pay when subpoenaed to appear as a witness in a court case or for jury duty. Any remuneration by the court above actual expense shall be repaid to the Board up to a maximum of salary involved for the period of absence.

- e) Bereavement Leave
 - The purpose of bereavement leave is to provide a period of absence from the workplace from the date of the death up to and including two (2) days after the funeral.
 - ii) An employee shall be granted up to five (5) days leave of absence with pay upon the death of a member of the immediate family. Members of the immediate family shall include parent, spouse, brother, sister, child, common-law spouse, former guardian, fiancée

or someone with whom the employee has had a similar relationship, father-in-law, mother-in-law.

- iii) An employee shall be granted up to three (3) days leave of absence with pay upon the death of a member of their extended family which will include sister-in-law, brother-in-law, son-in-law, or daughter-in-law, grandparents, grandparents-in-law, grandchild, aunt, uncle, niece or nephew.
- iv) An employee shall be granted leave with pay for one-half (½) day to attend the funeral of a close friend or relative. If the funeral is outside of your home community time may be extended to a full day.
- v) Additional leave may be granted at the discretion of the Board upon a request from the employee. Such reasonable requests will not be unduly denied.
- vi) Upon written application to Superintendent of Human Resources or designate, where an employee is required to travel over five hundred (500) kilometres, one way, to attend a funeral as outlined in Article 13.02 d) ii) and iii), the employee shall receive a maximum of two (2) additional days leave without loss of pay and benefit based on their scheduled shifts.

f) Mourners' Leave

Compassionate leave of up to two (2) days with full pay shall be granted to an employee to be a pallbearer at the funeral of a family member of a friend as defined within this collective agreement.

g) Emergency Leave

Employees shall be allowed leave of absence with pay for occasions where it is necessary to effect emergency repairs or to protect personal property from natural phenomenon (examples include, but are not limited to, extreme weather, floods).

h) Family Health Leave

i) All employees shall be entitled to access up to four (4) days per school year with pay for family sickness, medical, optical, or for dental appointments for the employee or the employee's immediate family members that cannot be made outside of the daily hours or work.

- ii) This benefit shall not accumulate from year to year.
- iii) Employees shall be eligible for this benefit upon successful completion of the probationary period.

i) Educational Leave

- i) Where the Superintendent of Human Resources 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 Board shall pay the cost of the workshop, conference or educational program and any directly related and approved expenses.
- ii) Where an employee makes written application to attend a workshop, conference, or educational program the Board may grant the necessary time off with pay, exclusive of overtime and shift differential. The Board may also elect to reimburse any directly related costs and approved expenses.
- iii) Where the employee does not successfully complete the educational program, or leaves the employ of the Board before successfully completing the educational program, the Board may ask to be reimbursed the cost of the course and directly related and approved expenses.

j) Serious Illness Leave

An employee shall be granted leave with pay for the serious illness of a member of the immediate family as defined in Article 14.02 ii). A maximum of two (2) days per year shall be allowed within this subsection. Serious illness shall be determined as a potentially life-threatening situation. Should an employee require further leave under this clause they shall be granted leave without pay, maintain benefits, and accrue seniority in order to access Federal Compassionate Care Leave Program.

14.03 Leave Requests

All requests for leave of absence shall be considered as requested by the employee. 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 of receipt of the request.

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

ARTICLE 15 SENIORITY

15.01 Seniority Accrual

a) Seniority shall apply to permanent employees and shall be calculated from the date of hire with the Board.

Should a temporary or casual employee be appointed to a permanent position without a break in service, all SEIU-West position hours worked since January 1st, 2010 shall be credited 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 date of appointment to the permanent position to establish the employee's 'date of hire'.

- b) Seniority shall not apply during the probationary period. Once the probationary period has been successfully completed seniority shall be credited from the established date of hire.
- c) Employees entering employment on the same date shall be placed on the seniority list in alphabetical order.

15.02 Accrual and Maintenance of Seniority

Seniority shall be accrued and maintained for all Board approved leaves of absence.

15.03 Loss of Seniority

An employee shall only lose seniority rights and all rights and benefits shall cease in the event of:

- a) Absent without authorized leave;
- b) Is discharged for just cause unless reinstated;
- c) Failure to notify the Board of his or her intention to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. 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 sent by registered mail to reach such employee;

- Is laid off from a permanent position for a continuous period in excess of twenty-four (24) months;
- e) Resignation in writing to the Board;
- f) Retirement from the employ of the Board.
- g) Employees taking an out-of-scope position with the Board shall maintain full seniority rights for a period of twelve (12) months, after which the said employee will lose all seniority rights under the Agreement.

15.04 Seniority List

- a) The Board agrees to prepare a list of names of all employees showing their seniority standing. This list shall be kept by the Employer, accessible to all employees and a copy supplied to the Union on or before September 30th of each year.
- b) Upon proof of error being provided by the employee, in writing, to Human Resources with a copy to the Union thirty (30) calendar days from September 30th, corrections shall be made to the September 30th seniority list.
- c) The finalized list shall be kept by the Board, accessible to all employees and a copy supplied to the Union by October 1st of each year.

ARTICLE 16 LAY-OFF AND RECALL

16.01 Lay-Off Definition

A lay-off shall be defined as a reduction in the permanent workforce, or a minimum reduction of ten percent (10%) of a permanent employee's regularly scheduled hours for a period exceeding six (6) consecutive days.

16.02 Notification of Pending Lay-Off

Prior to any public discussion, the Employer, insofar as is reasonably possible, will advise the Union where lay-offs may be contemplated which will affect the bargaining unit. With the notification to the Union, the Employer shall provide all relevant information including but not limited to:

- a) The work area where initial notices of lay-off will be issued;
- b) The number of FTE's affected;
- c) The number of actual positions affected;
- d) The job classifications of employees to be laid off; and
- e) As soon as the information is available, the names of the affected employees.

16.03 Lay-off Notice

- Except for just cause, after three (3) months of continuous employment, the Board shall notify employees who are to be laid off with the following written notice:
 - i) Less than one (1) year of employment- one (1) week notice
 - ii) After one (1) year or more, but less than three (3) years of employment two (2) weeks' notice
 - iii) After three (3) years or more, but less than five (5) years of employment four (4) weeks' notice
 - iv) After five (5) years or more, but less than ten (10) years of employment six (6) weeks' notice
 - v) After ten (10) years or more eight (8) weeks' notice

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

Where the wages of an employee, exclusive of overtime, may vary from week to week, the employee's normal wages for one week shall, be deemed to be the equivalent of his/her average weekly wage, exclusive of overtime, to a maximum of the fifty-two (52) weeks he/she worked immediately preceding the date on which notice of termination of employment or lay-off was given or, where such notice was not given, the date on which he/she was discharged or laid off.

b) An employee shall, during a lay-off, maintain but not accrue all previously earned benefits and rates of pay, subject to the specific terms of the collective agreement.

16.04 Lay-Off Procedures

- Lay-offs shall first be determined on the basis of seniority amongst those employees assigned to a classification first within the workplace then within the bargaining unit subject to the following:
 - i) Within a classification and given that the particular educational or developmental needs of any directly affected pupil, if applicable, as determined by the Superintendent of Human Resources or designate, are met to the satisfaction of the Superintendent of Human Resources or designate, a lay-off notice will be served to the employee with the least applicable seniority in that classification within the workplace.
- b) Where a lay-off notice has been issued, the Board shall meet with the Union and affected employee(s), in order of seniority, to determine options. The employee shall be provided with sufficient information regarding each option. The employee will have five (5) working days from the conclusion of the meeting to make a selection from one of the following options:
 - The Employer shall identify all available vacant SEIU-West positions which have not been posted by classification and location. The employee may select a vacant position to bump into based upon their qualifications.
 - ii) To exercise bumping rights in accordance with Article 16.04;
 - iii) Where applicable, to accept reduced work hours within their position;
 - iv) Where applicable, to accept lay-off and be placed on a casual/substitute list subject to required qualifications and ability;
 - v) To accept lay-off.

The time period may be extended by mutual agreement between the parties. If the employee fails to indicate such intentions within the specified time period, the employee will be deemed to have accepted lay-off.

16.05 Bumping Procedures

a) If an employee receives a lay-off notice and chooses to bump, providing they have the required qualifications and ability for the position, the procedure shall be as follows:

- The least senior person in the <u>same</u> classification within the workplace;
- ii) The least senior person in the <u>same</u> classification within a fifty (50) kilometer radius of the workplace;
- iii) The least senior person in any classification within the workplace;
- iv) The least senior person in the <u>any</u> classification within the bargaining unit;
- b) Where an employee exercises their option to bump into a lower classification, providing the employee has the qualifications and ability to perform the work required by the classification, they shall be paid at the step in the new classification which is next lower than their current rate.

16.06 Re-employment and Recall

Laid off employees will be recalled in order of seniority by a registered letter to the employee's last known address. Such employees, within ten (10) days of receipt of such letter, shall notify the Board as to the intended return date, which shall be no later than twenty-one (21) days from the date of the notice, unless extenuating circumstances prevail. An employee will maintain seniority rights for twenty-four (24) months from the date of lay-off, and shall maintain the increment position on return to work.

- 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 positions posted in accordance with Article 17.01.
- 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 identified in Article 15.02 d) by the actual time worked in a temporary position.
- d) On a temporary basis, the employer can staff the position they are recalling to until it is filled from the list of laid off employees.

16.07 Automatic Lay-off

Employees, who work on the basis of the academic year, shall be laid off for the school vacation periods, in accordance with *The Education Act, 1995.* The lay-off will be deemed to be effective following the last paid holiday as prescribed by Article 11"Public Holidays" during the vacation period. Recall following the school vacation periods shall be automatic unless the Board has served notice of lay-off in accordance with Article 16.01 - Lay-Off Notice. This Article will serve as notice of lay-off and recall for the school vacation periods.

16.08 Organizational Change and/or Reorganization of Work

The parties agree that where there is pending organizational change and/or the reorganization of work, the Employer shall engage in meaningful consultation with the Union in advance of the decision-making stage. The reorganization of work shall include but not be limited to the merger, transfer, consolidation of work from one (1) or more locations.

ARTICLE 17 VACANCIES AND NEW POSITIONS

17.01 Job Posting

- a) Transfers, in accordance with 17.04 Transfers, shall be made prior to posting position vacancies.
- b) When a vacancy in a permanent position or a newly created position, or a temporary position of a duration of two (2) months or more, is to be filled, the Board shall post the notice on all Bulletin Boards provided as per Article 26.01 Notice Boards and on the Chinook School Division No. 211 web site for a minimum of seven (7) calendar days including Wednesday to Wednesday so that all employees will have the opportunity to make application. For the purpose of administrative ease, the position can be posted externally at the same time. A copy of the posting shall be forwarded to the Union.
- c) 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.
- d) Prior to going on vacation, an employee may apply by means of written application for any posted vacancy or new position that may occur during his/her absence.

17.02 Information in Postings

Such notice shall contain the following information:

- a) Nature of position;
- b) Current school or work location of position;
- c) Required qualifications;
- d) Shift including normal hours, which may be subject to change;
- e) Wages or salary rate or the range;
- f) Date of commencement of the position;
- g) Closing date of posting;
- h) An SEIU-West position represented by the SEIU-West.

17.03 Appointment of Applicant

- a) Appointments shall be made of the applicant having the greatest seniority and the necessary qualifications and ability.
- 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 Boards for a minimum of seven (7) calendar days, with a copy forwarded to the Union.
- c) An employee selected from the posting procedure shall commence the job within four (4) weeks after the closing date of the posting unless mutually agreed otherwise.

17.04 Transfers

- a) Should the Board wish to transfer an employee(s) from one facility to another, within the same classification and the same number of hours, the Board shall meet with the employee and the Union to discuss the reasons for the transfer, prior to any movement. The decision and reasons of the Board to transfer may be the proper matter of a grievance, should the Union be so inclined.
- Employees may request to transfer to a vacant position, within the same classification and the same number of hours, within the bargaining unit.

17.05 Temporary Vacancies

 Temporary Vacancies of two (2) months or more shall be posted and filled in accordance with the provisions of Article 17 subject to the following:

- First preference shall be given to the applicant from the facility where the vacancy occurred;
- Where such temporary vacancies are not filled within the facility, the vacancy shall be awarded on a bargaining unit basis.
- b) Subsequent temporary vacancies created by the appointment of a permanent employee to fill a temporary position shall not be subject to Article 17 and shall be filled with a casual employee in accordance with Article 7.02 e).
- c) Permanent employees appointed 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.
- d) An employee currently working in a temporary position, shall not be considered for another temporary position until having served three months in the current temporary position.
- e) No temporary jobs which exceed one (1) year in duration unless agreed to between the employer and the union.
- f) The employer agrees to review, with the Union, all temporary jobs one (1) year in duration on a semi-annual basis to determine if the position should be reclassified to a permanent position.

17.06 Temporary Assignment of other Duties

- i) If an employee is temporarily assigned by the Board to do the duties of a higher paid position the employee shall receive the higher rate of pay for all hours worked in the higher paid position.
 - ii) If appointed to temporarily assume the duties of a lower classification or position, the employee shall continue to receive the rate payable at the employee's regular position.
- b) 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.

17.07 Probation

a) Newly hired employee(s) appointed to a position designated as permanent by the Board shall be on probation for a period of ninety

- (90) calendar days of active employment 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) During the probationary period, employees appointed to a position designated as permanent by the Board shall be entitled to all rights and benefits of this Agreement, except with respect to discharge only for reasons of unsuitability.
- c) Newly hired casual or temporary employees shall be on probation for a period of ninety (90) working days from their date of hire. During the probationary period, casual and temporary employees shall be entitled to the specific terms of the collective agreement as specified, except with respect to discharge only for reasons of unsuitability.
- 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.

17.08 Trial Period

An employee who is reclassified, promoted or demoted to a position designated as permanent by the Board shall serve a trial period of three (3) months worked from the date of appointment. In the event the successful applicant is determined to be unsatisfactory in the position during the trial period or if the employee so wishes, the employee shall be returned to the employee's former position and wage or salary rate. Any other employee affected by the reversion shall also be returned to the employee's former position and wage or salary rate.

ARTICLE 18 EMPLOYEE BENEFITS

18.01 Pension

Every eligible employee shall join the plan under *The Municipal Employees' Pension Act.* The Board and the employee shall participate and make contributions in accordance with the provisions of the Act.

18.02 Group Benefits

 All eligible employees shall participate in the benefits plan. The Board agrees to share the costs associated with implementing the Saskatchewan School Boards Association Group Benefit Plan as follows:

- i) Life Insurance Board 100%
- ii) Accidental, Death and Dismemberment (A.D. & D) Board 100%
- iii) Long Term Disability Employee 100%
- iv) Extended Health Benefits Employer 60% Employee 40%
- v) Dental Care Plan C Employee 60% Employee 40%
- vi) Employee Family Assistance Program Board 100%

Contributions During Leaves of Absence

- i) The Board will continue to pay their share of the cost for the benefits when the employee is on an approved leave of absence with pay.
- ii) If the employee chooses to retain benefits while on an approved leave of absence without pay for a period of thirty (30) consecutive calendar days or longer, the employee will be responsible for the Board's share of the cost of the benefit plan(s).
- b) The parties acknowledge that present level of hundred percent (100%) Board paid benefits (Extended Health Benefits and Dental Care) will be maintained by those SEIU-West employees employed in the city of Swift Current as of September 1st, 2011, will be grandfathered until such time that the aforementioned employees retire or leave the Chinook School Division.

Following is the list of all grandfather employees:

Clarke, Ed T. Facility Assistant
Clifton, Laird Maintenance
Fehr, James Custodian

Forde, Lawrence Facility Assistant Friesen, Kenneth P. Maintenance Facility Operator Klassen, John Facility Assistant

Klippenstein, Neil J. Custodian Koch, Mark Maintenance Lusk, Gary Facility Operator

Maclachlan, Keith Custodian
Mulhall, Christopher B. Maintenance
Olfert, Cory Facility Operator

Paul, Victor Custodian

Penner, Doug Facility Operator

Scheetz, Kevin Custodian Smid, Leslie Maintenance Stark, Kurt Custodian

18.03 Workers' Compensation Pay Supplement

When an employee is absent as a result of an accident or illness in connection with the employee's employment, and benefits are being paid by Workers' Compensation Board, the difference between the employee's regular net pay and the Workers' Compensation payment will be paid by the Chinook School Division No. 211 for a period not to exceed one (1) year and shall not reduce the employee's accumulated sick leave credits. In no event will the amount paid to the employee be less than the amount the Chinook School Division No. 211 receives from Workers' Compensation Board.

Employee Status During and After W.C.B

- 1. While an employee is receiving Workers' Compensation benefits, the employee's position will be posted and filled on a temporary basis.
- During an established WCB claim the employee will be required to contact the Board at least every six months in order to enable the Board to update the status of the claim as well as discussing items of mutual concern.
- 3. When an employee's WCB benefits are discontinued and the employee is unable to return to his/her own job the first consideration will be a review of the file to determine whether application should be made for Long Term Disability benefits.

ARTICLE 19 PAYMENT OF WAGES AND ALLOWANCES

19.01 Salary/Wage Scales

The Chinook School Division No. 211 agrees to pay all employees covered by this Agreement in accordance with the Schedule of Wages as set out in Schedule "A" Salary Schedule of this Agreement.

19.02 Payment of Wages

a) The parties acknowledge that present practice of paying bi-weekly basis with pay days on alternate Fridays will be maintained by those SEIU-West employees employed in the city of Swift Current as of September 1st, 2011, will be grandfathered until such time that the aforementioned employees retire or leave the Chinook School Division.

Following is the list of all grandfather employees:

Clarke, Ed T. **Facility Assistant** Clifton, Laird Maintenance Fehr, Abe Custodian Fehr, James Custodian

Forde, Lawrence **Facility Assistant** Friesen, Kenneth P. Maintenance Harder, Marty Facility Operator Johnson, Tim Custodian

Klassen, John **Facility Assistant**

Klippenstein, Neil J. Custodian Koch, Mark Maintenance Lusk, Gary **Facility Operator** Maclachlan, Keith Custodian Mulhall, Christopher B. Maintenance Olfert, Cory Facility Operator

Paul, Victor Custodian

Penner, Doug Facility Operator Scheetz, Kevin Custodian Smid, Leslie Maintenance Stark, Kurt Custodian Wilson, Gary Custodian

- b) i) Employees shall be paid actual earnings on each monthly pay period as established by the Board. Employee pay will be reconciled following the monthly pay period cut-off date as established by the Board.
 - ii) Employee Savings/Monthly Holdback
 - 1) Employees, exclusive of twelve (12) month contract, shall be paid over a ten (10) month period. Employees on continuing contracts shall have the option of being paid in twelve (12) monthly payments by providing Chinook School Division No. 211 Payroll Department with written notice by June 15th prior to the beginning of the upcoming school year. The option shall remain in effect for the subsequent school year(s) unless written notification of change is provided by June 15th prior to the upcoming school year.
 - 2) Employee who choose to be paid on a twelve (12) month basis will determine the amount of salary that they wish to have held in savings for the, months of July and August. This money will be paid in two (2) equal instalments in those months. A Payroll Employee Saving form shall be provided to those employees who wish to change their pay period.

- Employees requesting changes shall notify the Payroll Manager by June 15th for the subsequent school year.
- 3) Upon termination of employment or when taking a long term leave of absence, employees shall be paid all salary owing on their final pay voucher.
- 4) Employees shall be paid their monthly salary by the 25th of the month or the last working day prior to the 25th. The June payment shall be issued after the time records are received and verified and would normally be payable by the last day of June. If an employee's time record is not received, the Board shall pay that employee no later than two (2) weeks after receipt and verification of the record.
- 5) Employee(s) applying for the provisions of Article 19.02 a) ii) shall have this option in place for the life of their employment contract.
- iii) If the Chinook School Division No. 211 implements a new payroll system, each Employee covered by this collective agreement may have an advance of one-half (½) of their monthly earnings and may have the advance placed in their bank account by Direct Deposit on the second Thursday of each month.
- c) Chinook School Division No. 211 provides a Direct Deposit system of payroll, the Board shall within one week of each payday, provide each employee with an itemized statement of all earnings and deductions with a present and Year to Date (YTD) record of deductions. An itemized electronic statement shall show each hourly rate worked, the hours worked in each classification, the employee benefits plans and the amount paid for each benefit on a present and Year to Date totals.
- d) Before the Chinook School Division No. 211 changes the payroll system or provides an enhanced itemized payroll statement, the Board will meet with the representatives of SEIU-West and have consultation with both the Union and its' unionized employees.

19.03 Increments

a) Based on equivalent to full-time paid hours in his/her respective classification, all employees shall be entitled to salary increments in accordance with Schedule "A".

- b) Increments shall be effective the first of the month following the date in which the employee works equivalent to full-time paid hours in his/her respective classification.
- c) Temporary and casual/substitute employees will begin to accrue hours towards increments, as of January 1st, 2010.

19.04 Recognition of Journeyman Experience

An employee with a Journeyman certification shall be placed in the respective wage scale as set out in Schedule 'A' (Salary Schedule) based upon their years of previous experience since obtaining the Journeyman certification.

ARTICLE 20 CLASSIFICATIONS AND POSITION DESCRIPTION

20.01 Position Description

All classifications and position descriptions shall be maintained in the Chinook School Division No. 211's personnel manual, complete copies of which shall be provided to the Union.

20.02 Changed Classifications

- a) When the Board creates a new classification or makes changes to existing classification(s) during the term of this Agreement, the rate of pay shall be subject to negotiations between the Board and the Union.
- b) The Board shall provide the Union with job descriptions, and with copies of any changes made thereto, for classifications within the scope of this Agreement.
- 20.03 Should the parties not be able to agree on the provisions shown in Article 20.01 and Article 19.01, they shall seek the advice from the Saskatchewan Labour Relations Board.

20.04 Casuals

- a) Union dues are to be deducted for all casual employees.
- b) The dues submission will be accompanied by a list of names of the casual employees from whom dues were deducted, the gross wage and the amount of deductions made. The monthly statement will also list all new casual employees and the date of hiring.

- c) An updated casual substitute list will be sent to the Union on an annual basis - October 1st - of each year. Those casual employees who have not worked any hours in the last six (6) months shall be removed from the list unless they are on an approved leave of absence or have not been offered work in that time period. The Employer shall advise such employees in writing at their last known mailing address prior to striking their name from the list. An employee who can demonstrate sufficient reason, shall retain their place on the list.
- d) Newly hired casual employees shall be placed at Step Zero in his/her respective classification. Any employee that is defined as laid off shall retain their rate of pay in their respective classification if working as casual.
- e) Casuals, excluding Bus Drivers, shall be called in based on hours worked and submitted availability. Any employee defined as laid off and if working as a casual shall have their date of hire seniority converted to hours worked by multiplying the number of days in each academic year since the date of hire by six (6) hours. A casual availability list will be completed by all casual staff unable to work all available hours.
- f) The terms of the sick leave provisions and leave of absence clauses excluding maternity, paternity and adoption leaves do not apply to casuals.
- g) Should two casual employees apply for the same permanent position, after due consideration to qualifications and ability to do the job, actual hours worked shall be used as a final determination.
- Casuals shall be considered for training and upgrading classes (e.g. fireman's certificate, refrigeration certificate) to enable them to qualify for permanent employment with the employer.
- i) A casual employee who refuses a shift on a given day is ineligible for all other shifts for that day.

ARTICLE 21 DUTY TO ACCOMMODATE AND RETURN TO WORK

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

consider how the employee's disability can be accommodated and the affected employee shall participate and cooperate fully in the process.

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

a) Medical Information

It will be the responsibility of the employee returning to work to provide the Employer with initial medical evidence of the limitations or restrictions associated with the disability, injury or illness. Further information, if required, shall be provided to the Employer. The assessment requested by the Employer must be specific to the disability, injury or illness giving rise to the accommodation process and shall include the following:

- 1. A prognosis for recovery, with or without limitations;
- Objective medical evidence as provided by the employee's medical practitioner as to the employee's fitness to perform the specific duties of his/her current job, or the accommodation being considered;
- 3. How long any limitations or restrictions may last.

The Employer's request for the above medical information shall be reduced to writing, given to the employee, and the employee shall provide the request to his/her medical practitioner. The Employer shall not contact the employee's physician and/or medical practitioner(s) without the employee's written consent.

b) Confidentiality of Employee Medical Information

The procedure for assessment of the capacity of an employee to perform the duties of his/her job or modified work must be made in such a way as to protect the confidentiality of the employee's medical information.

c) Modified Position

Any position with modified and/or bundled duties, as part of a Return to Work/Duty to Accommodate process, that is subsequently vacated, shall not be posted with the modified and/or bundled duties. Should the Employer choose to fill the vacated position, the position shall be posted as per the terms of Article 17 - Vacancies and New Positions.

d) Waiver of Posting Provisions

The Union acknowledges that, with due regard to the seniority and posting provisions in the Collective Agreement, a job vacancy may also be considered to facilitate an employee's Return to Work/Accommodation.

ARTICLE 22 PERSONNEL FILE

22.01 The Board shall allow an employee to review their personnel file (excluding employment references) provided they make prior arrangements with the Superintendent of Human Resources.

ARTICLE 23 TECHNOLOGICAL CHANGE

23.01 The Board and the Union agree that the provisions of the *Trade Union Act* will apply with respect to dealing with technological change.

If, as a result of the Boards introducing new equipment or changes in operating methods or dissolution of department or school closure, certain job classifications will no longer be required, the Boards shall notify the Union ninety (90) days in advance of instituting such changes which will cause dislocation, reduction or demotion of the existing work force.

- By mutual agreement of the Boards and the Union, the above time limits may be adjusted to suit individual circumstances.
- Upon notification as above, the Boards and the Union will commence discussion as to the effect on personnel and application of this Article.
- iv) During the above mentioned implementation and transitional period, affected employees will maintain their wage level. This transition period will be negotiated between the employer and the union.
- v) All new job titles and rates of pay shall be negotiated in accordance with Article 10.
- vi) All new positions created as a result of technological change will be posted under the terms of the current Agreement. Any training or retraining required to fill the new positions shall be provided by the Boards at the employee's regular rate of pay.
- vii) If application of this Article requires a reduction in the work force, such a reduction will be carried out under the terms of this Agreement.

ARTICLE 24 BUS DRIVERS

- 24.01 A regular day for Bus Drivers shall be the equivalent of two (2) round trips.
- 24.02 Prior to the beginning of each school year the Board shall provide the driver and the SEIUWEST.ca with a copy of the physical layout of the driver's route, noting any changes in the assigned route from the previous year's bus route.
- 24.03 If there is a change of ten percent (10%) or more to their route, at the start of the school year, and after consultation with the Bus Driver, the Board and the Union, Bus Drivers shall have the ability to exercise their rights as provided for in Article 16 Lay-Offs and Recall.
- 24.04 The monthly salary paid to Bus Drivers shall be deemed to include compensation in full for all regular trips transporting students to and from school.
- 24.05 i) Where a Bus Driver is required to work in excess of the provisions of Article 24, all time so occupied will be paid at a hourly rate of pay.
 - ii) Where a Bus Driver is required to be available to transport students, teachers, educational aides or other individuals associated with the above or with the School Division, these trips shall considered outside of the Bus Driver's normal work scheduled route(s) and shall be paid as per Article 24.05 i).
 - iii) Where the transportation noted in this Article is scheduled from 17:00 Friday until 23:59 Sunday, the Board shall be required to provide suitable rest accommodations for these driver(s) and meals at the applicable Board rates.

ARTICLE 25 RETIREMENT

25.01 Normal Retirement

- a) The normal retirement date shall be the first (1st) day of the month coincident with, or immediately following the attainment of the stated retirement age as stipulated in the employee's Pension or Superannuation Plan or age sixty-five (65).
- b) Where an employee is considering working beyond the age of sixty-five (65) or returning to work after commencing

retirement, the employee is advised to seek clarification regarding continued benefits and entitlements.

Further to such employee request, the Employer shall provide to the employee any or all relevant information (which may be contact information for the appropriate organization) regarding their continued coverage and/or access to all Collective agreement benefits or entitlements, including WCB, Disability Income Plan, Group Life Insurance, Extended Health and Dental Benefits and Pension Plan.

25.02 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 shall be no cost incurred by the Employer for this benefit. Any such benefit bridging extensions will be subject to any benefit plan restrictions.

ARTICLE 26 MISCELLANEOUS

26.01 Notice Boards

Suitable notice boards for the use of the Union will be provided by the Board, located in sufficient and appropriate places in each school and/or work location easily accessible and conspicuous to the employees concerned. Recognizing the restrictions of the Hutterian schools, the parties agree this Article shall not apply in those sites.

- 26.02 The parties acknowledge that Facilities, Maintenance and Garage Personnel by the very nature of their work and work environments, require additional safety and clothing recognition.
 - a) Chinook, and its managers, will ensure that all Facilities, Maintenance and Garage personnel have the necessary tools and safety equipment to perform his/her job requirements.
 - Chinook will provide to its Maintenance, Mechanics, Shop Supervisor and Mechanics Helpers, up to three (3) work shirts per year free of charge.
 - c) Chinook will provide a three hundred dollars (\$300) per year clothing allowance (to be used for coveralls, overalls, or boots) to each of its Maintenance, Mechanics, Shop Supervisors and Mechanics Helpers without receipts.

d) All employees that are formerly under the Swift Current caretaker agreement shall continue to receive their one hundred and fifty (\$150.00) clothing allowance.

Clarke, Ed T. Facility Assistant

Fehr, James Custodian

Forde, Lawrence Facility Assistant Harder, Marty Facility Operator Klassen, John Facility Assistant

Klippenstein, Neil J. Custodian Lusk, Gary Custodian Maclachlan, Keith Custodian

Olfert, Cory Facility Operator

Paul, Victor Custodian

Penner, Doug Facility Operator

Scheetz, Kevin Custodian Stark, Kurt Custodian

26.03 Apprenticeship to Journey Status Placement on Salary Grid

The parties acknowledge that a field maintenance worker enrolled in the apprenticeship program while working for Chinook will gain valuable experience specific to Chinook.

- The Chinook School Division values its apprentices and is committed to recognizing the experience gained by those apprentices in the work place.
- 2) Chinook will recognize fifty percent (50%) of the hours worked by an apprentice within Chinook towards the Step Placement on the Journeymen salary grid upon the attainment of Journeyman status by the apprentice.

ARTICLE 27 TERM OF AGREEMENT

27.01 Duration

- a) This Agreement shall be effective from September 1st, **2017** and shall remain in force up to and including August 31st, **2018** and from year to year thereafter unless written notice is given pursuant to Article 9.2, entitled "Written Notice".
- b) This agreement provides for its continuation during any negotiating period and all terms and conditions shall apply, unless otherwise contained, retroactive to the date of signing.

It being understood and agreed, however, any employee having terminated his/her employment with the Board prior to signing this agreement except for reasons of superannuation on or after September 1st, **2017**, fails to apply within two (2) months from the date of signing of this agreement for any of the benefits herein contained shall forfeit any claim for such benefits.

27.02 Written Notice

Either party may, not less than sixty (60) days or more than one hundred 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

Chinook School Division No. 211 Employee Rates of Pay – Per hour

Classification	Step	Sept-01, 2017
Non-Certified	1	\$16.97
Secretary	2	\$18.27
Education Assistant	3	\$19.56
Library Technician Youth Worker	4	\$20.85
Noon Hour Supervisor		\$19.67
Certified	1	\$18.27
Secretary	2	\$19.56
Education Assistant	3	\$20.85
Library Technician – Tech 1 Youth Worker	4	\$22.14
Non-Certified		
Office Manager		
Diploma	1	\$19.56
Library Technician – Tech 2	2	\$20.85
Youth Worker	3	\$22.14
Certified Office Manager	4	\$23.43
Custodians	1	\$19.04
	2	\$19.48
	3	\$19.90
	4	\$20.47
Facility Operators		
Facility Assistants	1	\$19.29
	2	\$19.86
	3	\$20.40
	4	\$20.91
Facility Operators	1	\$21.09
0.000	2	\$21.62
	3	\$22.14
	4	\$22.68
Supervisors Allowance (per supervised FTE)	Monthly	\$68.19
Non-Journeyman	1	\$22.60
Field Maintenance Workers	2	\$23.04
	3	\$23.48

Classification	Step	Sept-01, 2017
Non-Journeyman	1	\$24.50
Mechanics	2	\$25.67
	3	\$26.85
	4	\$28.04
Journeyman	1	\$29.63
Carpenters	2	\$30.85
Mechanics	3	\$32.08
Electricians	4	\$33.29
Plumbers		
Painters		
Journeyman – Shop Supervisor (per supervised FTE)	Monthly	\$91.40
Mechanics Helper		\$17.43
Bus Drivers		
Base Rates Per Year	1	\$13,110.00
Plus compensation	2	\$13,459.60
for Statutory Holidays	3	\$13,818.40
	4	\$14,195.60
Travel Per Kilometer over 80 kms		\$0.2047

The following Bus Driver Allowances will be paid in accordance with Board policy and shall include any increases that may be implemented from time to time. Bus Drivers will receive allowance amounts, at a minimum, equal to those in effect as of September 1st, 2011.

•	Extra Curricular Trip Driving Time
•	Extra Curricular Trip Waiting Time
•	Extra Curricular Trip Meal Allowance per trip
•	Wash Allowance per month per school year
•	Plug In Allowance

Supervisory Allowances

Supervisory allowances shall be included as salary for all paid leaves and shall be included when calculating base salary for income replacement plans (i.e. WCB, DIP, SGI, etc.).

SCHEDULE 'B' EMPLOYEE STATUS DESIGNATION By Classification

Academic Year Classifications

Bus Driver
Education Assistant
Library Technician
Library Technician — Tech 2
Noon Hour Supervisor
Office Manager
Secretary
Youth Worker

Calendar Year Classifications

Custodian
Facility Assistant
Facility Operator
Field Maintenance Worker
Journeyman
Journeyman — Shop Supervisor
Mechanics Helper
Non-Journeyman

IN WITNESS whereof the Board of Education of the Chinook School Division No. 211 has caused their corporate seal to be hereunder affixed, attested by the duly authorized signing officers of the Chinook School Division No. 211, and SEIU-West, has caused these presents to be executed on its behalf as well as on behalf of all persons who are or may become members thereof:

All of which is agreed and signed at Suu	& Gunert, Saskatchewan, this 28
day of <u>March</u> , 2018.	
Signed on behalf of	Signed on hehalf of

Rod Quintin

Chief Financial Officer

The Board of Education of the

Chinook School Division No. 211

Rod Siemens

Superintendent of Human Resources

Supervisor of Employee Compensation

Signed on behalf of

Service Employees International

Union - West

Ed Clarke **Unit Chair**

Chris Mulhall

Nancy Gross

Union Representative

Blair McDaid

Negotiations Officer - South

Union contacts:

	Name	Phone	Email	
Unit				
Chairperson				
Unit Vice- Chairperson				
Workplace				
Communicator				
Shop Stewards				
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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 2016 (Canada)

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Calendar for year 2019 (Canada)

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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!