

THIS AGREEMENT MADE THIS 14th DAY OF OCTOBER, A.D., 1997

BETWEEN:

THE BOARD OF EDUCATION OF ST. PAUL'S
ROMAN CATHOLIC SEPARATE SCHOOL DIVISION
NUMBER 20 OF SASKATCHEWAN

HEREINAFTER CALLED THE "BOARD"

PARTY OF THE FIRST PART

AND-

THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3730

HEREINAFTER CALLED THE "UNION"

PARTY OF THE SECOND PART

NO. OF EMPLOYEES	1220
NO. OF MEMBERS	25
BOARD NO.	912161
TERM	9/12/97

07918 (02)

Title	INDEX	Page
Annual vacation period with pay	26
Arbitration	10
Banking of time to earn released days	29
Casual workers	16
Checkoff	6
Classification of personnel and <i>rates</i> of pay	24
Compassionate leave	16
Days of employment	24
Dismissal, suspension or discipline	15
Educational upgrading and leave	20
Employee benefits plan	32
Examination leave	20
Extended leave	21
Grievances	8
Harassment	30
Jury or court witness duty	17
Maternity, adoption and parental leave	18
No discrimination	7
Notice of layoff	14
Occupational health and safety	33
Other provisions	32
<i>Overtime</i>	27
Pay on promotion	25
Pension plan	22
Performing duties of a different paid classification	25
Probationary period	11
Protective clothing	29
Public holidays with pay	25
Public relations	4
R ——— of service payments	23
Reduction of staff and re-hiring procedures	14
Responsibilities	7
Retirement	30
Salary increments	28
School Rentals	31
Scope of the Agreement	5
Seniority	11
Sick leave	21
Staff liaison committee	8
Technological Change	31
Term of agreement	4
Time off for meetings	17
Transfer of employees	16
Travel allowance	28
Union leave	19
Union recognition	5
Union security	6
Vacancies and new positions	12
Workers' compensation differential	23

by the Director and a report provided to the respondent and the complainant within 30 days.

- 3 Because allegations of personal harassment are of a sensitive nature and may have important effects on both complainants and respondents the following general procedures are strongly encouraged:
- (a) That complainants, respondents, and supervisors keep an accurate account of the events, dates and circumstances related to any alleged incident and/or review.
 - (b) Reviews be conducted so far as practical as to respect the confidentiality of all parties but recognizing the principles of fairness and natural justice.
 - (c) Summaries of decisions confirming complaints shall form part of the personnel record of the respondent employee.
 - (d) **in cases where harassment is found to have occurred, the supervisor may inform the complainant of the services available through the Board's Employee and Family Assistance Program.**
 - (e) The initiation of vexatious or malicious complaints is of itself a **form of personal harassment and is subject to the provisions of this policy** including the disciplinary provisions herein.
 - (f) Employees may, as an alternative, initiate grievance **procedures as contained within collective agreements**; as well, employees may, at any time throughout a harassment review or investigation, file a complaint with the Saskatchewan Human Rights Commission or Saskatchewan Labour, Occupational Health and Safety Branch.
 - (g) That each **school** or workplace staff shall discuss a **code of practice** as recommended in the Board's report **Equal Dignity - Shared Responsibility (1993)**. The code of practice is intended to establish **common** understandings as to acceptable standards of **conduct** so as to prevent or forestall incidents of personal harassment.

EFFECTIVE DATE: June 19, 1996

ARTICLES

Page

Article 1 - Title of agreement	4
Article 2 - Term of agreement	4
Article 3 - Scope of agreement	5
Article 4 - Union recognition	5
Article 5 - Union security	6
Article 6 - Check off	6
Article 7 - No discrimination	7
Article 8 - Responsibilities	7
Article 9 - Staff Liaison Committee	8
Article 10 - Grievances	8
Article 11 - Arbitration	10
Article 12 - Probationary period	11
Article 13 - Seniority	11
Article 14 - Vacancies and new positions	12
Article 15 - Reduction of staff and re-hiring procedures	14
Article 16 - Notice of layoff	14
Article 17 - Dismissal, suspension or discipline	15
Article 18 - Transfer of employees	16
Article 19 - Casual Workers	16
Article 20 - Compassionate leave	16
Article 21 - Time off for meetings	17
Article 22 - Jury or court witness duty	17
Article 23 - Maternity, adoption, and paternal leave	18
Article 24 - Union Leave	19
Article 25 - Examination leave	20
Article 26 - Educational upgrading and leave	20
Article 27 - Extended leave	21
Article 28 - Sick leave	21
Article 29 - Workers' compensation differential	23
Article 30 - Recognition of service payments	23
Article 31 - Classification of personnel and rates of pay	24
Article 32 - Days of employment	24
Article 33 - Pay upon promotion	25
Article 34 - Performing duties of a different paid classification	25
Article 35 - Public holidays with pay	25
Article 36 - Annual vacation period with pay	26
Article 37 - Overtime	27
Article 38 - Travel allowance	28
Article 39 - Salary increments	28
Article 40 - Protective clothing	29
Article 41 - Banking of time to earn released days	29
Article 42 - Pension plan	30
Article 43 - Retirement	30
Article 44 - Harassment	30
Article 45 - Technological change	31
Article 46 - School Rentals	31
Article 47 - Other provisions	32
Article 48 - Employee benefits plan	32
Article 49 - Occupational health and safety	33

PREAMBLE: NOW, THEREFORE, the Union recognizes that the school division is founded on the principles and values taught by the Roman Catholic Church and as such, it agrees that employees must respect such principles and values.

Whereas it is the desire of both parties to this Agreement to maintain and improve the existing harmonious relations between the Board and the Union, to promote cooperation and understanding between the Board and its employees, to recognize the mutual value of joint discussions and negotiations on matters pertaining to working conditions, hours of work, and scales of wages, to encourage effectiveness and efficiency of operation within the school division, and to promote the morale, well-being and security of all employees included in the bargaining unit represented by the Union, the parties of this Agreement do hereby enter into, establish, and agree to the following terms:

ARTICLE 1 - PUBLIC RELATIONS

- 1.01** The Union agrees that its members will do everything possible to create **good public relations with every person or organization to whom the Board may be responsible.**
- 1.02** It is agreed that an employee under this Agreement shall not regularly engage in outside employment if it interferes with employment with the Board.

ARTICLE 2 - TERM OF AGREEMENT

- 2.01** This Agreement shall be in force and effect on and from January 1, A.D., 1997 up to and including December 31, A.D. 1998 and from year to year thereafter unless notification of desire to **amend** be given in writing.
- 2.02** Either party may, not before November 1 and not later than December 1 preceding the expiry date hereof, give notice in writing to the other party to negotiate a revision thereof.
- 2.03** The parties to the Agreement may, by mutual consent, revise any

- (c) Following the complainant's report (b) the immediate supervisor or Superintendents shall review the complaint within two weeks. ~~Such~~ a review shall include an interview with the respondent, and may include ~~such~~ other interviews as the supervisor or Superintendent determine appropriate. An oral summary of findings are to be reported to the complainant and the respondent.
- (d) Notwithstanding (b) and (c) the complainant may submit a formal, written complaint to her/his appropriate Superintendent. In the event the respondent is a Superintendent or Supervisor the written complaint may be submitted to the Director of Education. The report shall be in an approved written format signed by the complainant providing details with respect to the alleged harassment.
- (e) Following receipt of the formal, written complaint the Superintendent shall investigate the complaint and provide a written report, in an approved format, to the Director of Education with a copy to the respondent and the complainant within three weeks. ~~Such~~ investigation shall include an interview with the respondent and the provision of adequate time so as to enable the respondent to reply to the complaint, and such other investigations as the Superintendent determines appropriate, including the following:
- interviewing and obtaining statements from any witnesses,
 - the collection of any other evidence related to the alleged incident.
- (f) If the alleged harassment is determined to be true the respondent will be subject to disciplinary procedures as determined by the Director of Education which may include any of or combination of:
- verbal reprimand, and/or
 - written reprimand, and/or
 - suspension, or
 - dismissal
- The disciplinary decision shall be communicated to the complainant who shall hold the same in confidence
- (g) The complainant and respondent may appeal the decision and/or consequences outlined in (f) in writing to the Director of Education within two weeks. ~~Such~~ an appeal is to be reviewed

personal harassment.

BOARD APPROVED: June 19, 1996

Regulations

- 1 Personal harassment is any objectionable conduct, comment, or display directed at another based on, but not limited to, gender, race or place of origin, physical appearance, age or disability. Examples of such harassment may include unwanted physical contact, inappropriate jokes or teasing, displaying derogatory materials, or conduct which may reasonably cause hurt, humiliation, or awkwardness so as to negatively affect an individual's health, work relationships, or job performance. Reasonable supervisory practices related to job performance shall not be construed as personal harassment.
- 2 If a staff member reasonably believes that he/she has been personally harassed the following procedures are to be undertaken. For the purpose of these procedures the person who feels harassed is the complainant; the alleged harasser the respondent.

Complainants have three recommended courses of action:

- personal contact
- oral or informal report
- written formal report.

The Director of Education may designate from time to time persons to whom complaints may be directed.

- (a) Because it is best if allegations of personal harassment can be resolved through personal contact between the complainant and the respondent, it is recommended that the complainant first approach the respondent to attempt to resolve the alleged harassment. Such personal contact quickly resolves unintentioned harassment, frequently ends objectionable conduct and can strengthen the working relationship among individuals, all of which contribute to a positive work environment.
- (b) If in the view of the complainant the personal contact between the complainant and respondent did not or would not satisfactorily resolve the situation the complainant may report the incident orally to his/her immediate supervisor or the appropriate Superintendent. The oral report is to include details related to the alleged respondent, time, date, and place of the allegation and the complainant's response to the alleged harassment.

portion of the Agreement during the term of the Agreement.

ARTICLE 3 - SCOPE OF AGREEMENT

- 3.01 This Agreement shall apply to all employees employed by the Board of Education of St. Paul's Roman Catholic Separate School Division #20 of Saskatchewan, except the:
 - 1) Administrative officers of the Board including the Director of Education, Associate Directors, Superintendents, Assistant Superintendents, Assistant to the Director, Supervisors, Assistant Supervisors and the Secretary to the Board.
 - 2) Teachers employed and functioning as such.
 - 3) Six secretaries to administrative officers, which will include the secretary to the Personnel Services Unit.
 - 4) Cafeteria Managers, Payroll Assistants, two (2) Administrative Assistants, Personnel Assistant and Applied Technology systems Administrator.
 - 5) Casual workers as defined in the Collective Agreement.
 - 6) Members of CUPE Local #2268.
 - 7) Students employed during the period May 1-August 31
- 3.02 The exclusion from this Agreement of any other position shall be a matter of negotiation between the Union and the Board. Where no agreement can be reached the Board or the Union may submit the matter to the Labour Relations Board.
- 3.03 The words "Employee" or "Employees" where hereinafter used shall mean any person covered by this Agreement.

ARTICLE 4 - UNION RECOGNITION

- 4.01 The Board agrees to recognize the Union as the sole collective bargaining agent for the employees identified in Article 3 - Scope of Agreement.
- 4.02 It is understood that employees shall only accept conditions of employment in accordance with the terms of this agreement

ARTICLE 5 - UNION SECURITY

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

ARTICLE 6 - CHECK OFF

6.01 DUES AUTHORIZATION: The Union shall furnish the Board with Dues Authorization Cards. The Board agrees to have each new employee sign such a card within thirty (30) calendar days of the commencement of employment.

6.02 DUES CHECK OFF; The Board shall deduct initiation fees, assessments and monthly dues from the earnings of each employee at the rate or sum set by the Union and communicated by the Secretary-Treasurer of the Union to the Secretary of the Board in writing. Any changes or revisions thereof shall be forwarded in writing by the Union no later than the 10th day of any month in order for the changes or revisions to be effective in the current month; if the changes or revisions are received by the Board after the 10th day of any month, the changes or revisions shall not be effective until the next following month.

All funds deducted from an employee's earnings on behalf of the Union shall be remitted to the Secretary-Treasurer of the Union not later than the 15th day of the month following the month in respect to which deductions have been made. Such funds shall be accompanied by a list indicating the names of all employees from whose wages deductions have been made, the total amount earned by the employee during this period, and the amount that has been deducted from each employee.

6.03 DUES RECEIPTS: The Board agrees to record all Union Dues paid in the previous year on each employee's Income Tax (T4) slip.

Upon receipt of the application, payments shall begin within 30 days, or within 30 days after the next regularly scheduled board meeting, whichever is later.

7.8.2.4.1.3 Notwithstanding 7.8.2.4.1.2, should the board request a second medical opinion, that request shall be made to the teacher within 30 days of the receipt of the application and medical form or within 30 days of the next regularly scheduled board meeting, whichever is later.

7.8.2.4.2 The application forms shall be common to all boards of education and shall be agreed upon by the parties to the collective agreement.

7.8.2.4.3 The medical forms shall be common to all boards of education and shall be agreed upon by the parties to the collective agreement.

7.8.2.5 Calculation and Payment of Benefits

7.8.2.5.1 For the period of eligibility as determined in 7.8.2.2, the board of education shall pay to the teacher the amount required on a weekly basis to supplement the teacher's Unemployment Insurance benefit to 95% of her salary entitlement.

7.8.2.5.4 Benefit payment under the provisions of this article shall be subject to the usual deductions as if the teacher was actively teaching and as required by the respective benefit plan sponsors.

APPENDIX II

GENERAL PERSONNEL POLICIES - PERSONAL HARASSMENT LEGAL REF: QHS Act 2(1)(1) Sask Human Rights Code

POLICY

The Catholic Board of Education is committed to the belief that schools and other places of work are centres of hope and growth.

It is expected that all personal interactions and relationships are characterized by mutual respect which acknowledges the dignity and affirms the worth of each person.

It is the responsibility of each individual in the school division to conduct themselves such that personal interactions and relationships are free of

7.8.2.2.2 Every teacher who is eligible for SUB Plan benefits in accordance with 7.8.2.1 and who is medically unfit for duty as a teacher for health related reasons due to pregnancy, delivery or post delivery prior to and/or following the presumptive period established in 7.8.2.2.1 shall submit medical evidence to the board in accordance with 7.8.2.4. The period of claim shall include all periods of time during which the teacher meets the criteria of 7.8.2.1.

7.8.2.2.3 The board of education reserves the right to require further medical evidence to support a claim for benefits referred to in 7.8.2.2.2. Such evidence shall be from a medical practitioner designated by the board, with expense of same to be borne by the board, and the teacher shall direct her medical practitioners to release those portions of her medical records which relate to her claim for SUB Plan benefits to the medical practitioner designated by the board and shall authorize the medical practitioner designated by the board to report directly to the board with respect to that teacher's condition.

7.8.2.3 Maximum Eligible Period

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

7.8.2.4 Application Procedures

7.8.2.4.1 A teacher shall apply to the board of education for SUB Plan benefits using forms as established by the parties in accordance with 7.8.2.4.2 and 7.8.2.4.3. The application and its administration by the board of education shall occur according to the following guidelines:

- 7.8.2.4.1.1 a) The teacher shall make application for benefits under 7.8.2.2.1 no later than 120 days following the birth of her child.
- b) The teacher shall make application for benefits under 7.8.2.2.2 and shall submit the required medical forms no later than 30 days beyond the last day the teacher is medically unfit for duty as a teacher for health related reasons due to pregnancy, delivery or post delivery.

7.8.2.4.1.2 The board of education shall administer the application in a timely fashion and shall commence payment of benefits in accordance with the provincial and local collective agreements.

ARTICLE 7 - NO DISCRIMINATION

7.01 The Board agrees that there will be no discrimination, interference, restriction or coercion experienced or practiced with any of its employees by reason of race, color, political, or religious affiliation, sex or marital status, physical disability; nor by reason of his/her membership in a Trade Union

ARTICLE 8 - RESPONSIBILITIES

8.01 Unless otherwise noted, all correspondence between the parties to this Agreement hereto arising out of this Agreement or incidental thereto shall pass to and from the Secretary of the Board and the Recording Secretary of the Union. All responses shall be given within ten (10) working days. Copies of such correspondence shall also be submitted by the Secretary of the Board to the Union President and by the Recording Secretary of the Union to the designated Superintendent.

8.02 The Union shall notify the Secretary of the Board as to the current names of the Officers of the union.

8.03 The Board agrees to acquaint new employees with the fact that a union Agreement is in effect, to provide such employees with a copy of the agreement to draw attention to the articles entitled Union Security and Check Off and to advise them of the names of the Union Shop Steward, immediate Supervisor and designated Superintendent. All new employees shall also be provided with an outline of the Employee Benefits Plan and the Employee and Family Assistance Program

8.04 The Board shall provide the Recording Secretary of the Union with a copy of the letter sent to employees hired, terminated, demoted, promoted, transferred or appointed. Such notification shall be sent within two (2) days of the notice being sent to the employee.

8.05 During March of each year, a Seniority List as of December 31 of the preceding year shall be provided by the Board to a Local #3730 member in each work location. Such a list shall include the name, classification, work location and date of hiring, and total hours worked.

During October of each year, the Recording Secretary of the Union shall be provided with a staff list and number of working hours of each employee.

8.06 The Board shall permit a new employee to be interviewed by a

representative of the Union during the employee's first month of employment within regular working hours and without loss of pay for a maximum of fifteen (15) minutes. Arrangements for such interview shall be made through the employee's immediate Supervisor.

8.07 The Board agrees that, where practicable, any reports or recommendations about to be made to the Board dealing with matters included in this Agreement shall be communicated to the Union at such an interval before they are approved by the Board as to afford the Union a reasonable opportunity to consider them and make representation, if felt necessary. Copies of all resolutions adopted by the Board and which affect this Agreement shall be forwarded to the Union.

8.08 The Board shall submit copies of new Agreements to all employees within ninety (90) days of signing.

ARTICLE 9 - STAFF LIAISON COMMITTEE

9.01 The parties agree that the Staff Liaison Committee shall consist of equal representation appointed by the Union (support and service unions) and the Board. The Director or his/her designate shall serve as Chairman.

9.02 The purpose of the Staff Liaison Committee is to provide a framework for consultation among members of the Board, administration and service and support staff.

9.03 The Terms of Reference of the Committee will be established by the Committee and may be reviewed on an on-going basis. The Committee shall not deal with matters that should be part of collective bargaining.

ARTICLE 10 - GRIEVANCES

10.01 A grievance shall be defined as any unresolved difference or misunderstanding which an employee or the Union may desire to discuss and adjust with the Board. In order to maintain harmonious relationships and open lines of communication within the school division, an employee who considers he/she has been aggrieved shall first discuss the matter with his/her Immediate Supervisor. If the issue cannot be settled satisfactorily, the employee shall inform the Immediate Supervisor in writing, that the matter shall be brought to the attention of the Union Steward who shall act in accordance with the Grievance Procedure. Formal grievances must be signed by both the grievor and the Union Steward.

APPENDIX I

SUPPLEMENTAL UNEMPLOYMENT BENEFITS PLAN

7.8.1 Preamble

In recognition that there will be a physical and/or mental health related portion of any maternity leave during which a woman will be medically unfit for duty as a teacher for health related reasons due to pregnancy, delivery or post delivery, benefits for this period will be paid under the provisions of a "Supplemental Unemployment Benefits Plan" (SUB Plan) designed by boards of education in accordance with the registration requirements of the Benefits Program, Canada Employment and Immigration.

7.8.2 SUB Plan Provisions

7.8.2.1 Eligibility

A teacher shall be eligible for SUB Plan benefits if she is

- a) on maternity leave. Notwithstanding this requirement, should the teacher be medically unfit for duty as a teacher for health related reasons due to pregnancy, delivery or post delivery at the expiration of her maternity leave, she shall be deemed, for the purposes of this article only, to be on maternity leave until the earliest of her recovery, the expiration of her Unemployment Insurance benefits and her having received maximum SUB Plan benefits in accordance with this article;
- b) medically unfit for duty as a teacher for health related reasons due to pregnancy, delivery or post delivery, and
- c) in receipt of Unemployment Insurance benefits or serving the two-week waiting period

7.8.2.2 Determination of Eligible Benefit

7.8.2.2.1 Every teacher who is eligible for SUB Plan benefits in accordance with 7.8.2.1 shall be entitled to such benefits for a presumptive period of six weeks commencing the date of delivery without being required to provide medical evidence.

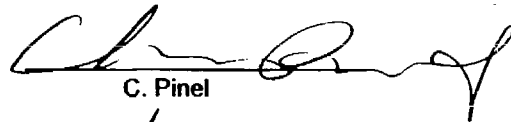
In witness whereof the Parties hereto have caused these presents to be executed the day and year first above written:


ON BEHALF OF THE:

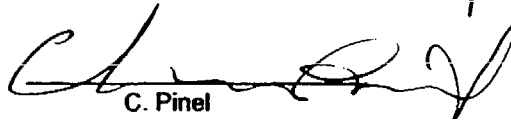
Board of Education of St. Paul's Roman Catholic Separate School Division Number 20, of Saskatchewan:

In the witness of:

Signed: 
(Chairperson of the Board)
D. Fortier


C. Pinel

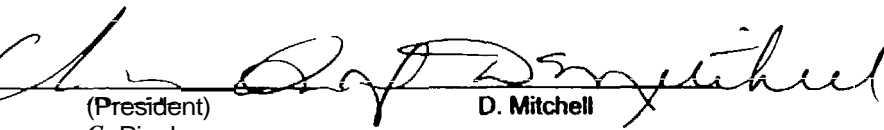
Signed: 
(Treasurer)
D. Lloyd

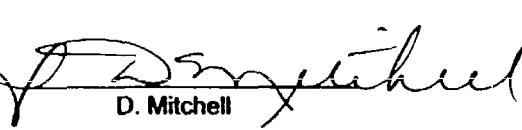

C. Pinel


ON BEHALF OF THE:

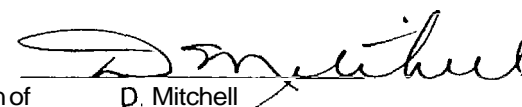
Canadian Union of Public Employees and its Local #3730:

In the witness of:

Signed: 
(President)
C. Pinel


D. Mitchell

Signed: 
(Representative - Canadian Union of Public Employees)
G. Caudle


D. Mitchell

Grievances filed as a direct result of the awarding of a position pursuant to a Notice of Job Opening shall be referred to the hiring officer - the Board Officer who signed the Offer of Employment.

When the Union has reason to believe that the Board has erred in the general application or interpretation of the Collective Agreement, the matter shall be discussed with the Chair of Administrative Council. The Chairperson of Administrative Council shall discuss the matter with the union Steward within fourteen (14) working days of having received the matter and shall render a decision, in writing, within seven (7) working days of the discussion. **if the issue is not resolved at this level**, the Union shall have the right to initiate a grievance at Step 3 of the **Grievance Procedure**.

10.02 **The time limits prescribed in Article 10.05 may be extended by mutual consent of both parties to this Agreement.**

10.03 **It is agreed and understood that grievances shall be settled without stoppage of work on the part of the employees or lockout by the Board while Steps 1 to 5 of the Grievance Procedure are in effect.**

10.04 **It is agreed and understood that where an officer of the Board or Union is named in the Grievance Procedure; same shall mean or his/her designate.**

10.05 **GRIEVANCE PROCEDURE**

Step One - Grievance to Superintendent

The Union Steward may refer the grievance, in writing, to the Superintendent within fourteen (14) calendar days of the alleged occurrence. The Superintendent shall discuss the grievance with the Union Steward within seven (7) calendar days of receipt of the grievance and shall render a decision, in writing, within seven (7) calendar days of the discussion. The Union Steward may be accompanied by the employee involved if the latter so wishes.

Two - Grievance to Chair of Administrative Council

Failing satisfactory settlement of the grievance at Step One, the union Steward may refer the matter to the Chair of Administrative Council, in writing, within seven (7) calendar days of having received the written decision of the Superintendent. The Chair of Administrative Council shall discuss the grievance with the Union Steward within seven (7) calendar days of receipt of the grievance and shall render a decision, in writing, within seven (7) calendar days of the discussion.

Step Three - Grievance to the Director

Failing satisfactory settlement of the grievance at Step Two, the Union Steward may refer the matter to the Director of Education, in writing, within seven (7) calendar days of having received the written decision of the Associate Director. The Director shall meet with the Union Steward within fourteen (14) calendar days of receipt of the grievance and shall render a decision, in writing, within seven (7) calendar days of the said meeting. It is agreed and understood that a maximum of three (3) additional officers of the Board or Union may attend this meeting.

Step Four - Grievance to the Board of Education

Failing satisfactory settlement of the grievance at Step Three, the union Steward may make application, in writing, for a hearing with the Board of Education through the Secretary of the Board within seven (7) calendar days of having received the written decision of the Director of Education. The Union shall be granted a hearing with the Board within twenty-one (21) calendar days of receipt of the application by the Secretary of the Board. The Board shall render a written decision within seven (7) calendar days of the hearing.

Step Five - Grievance to Arbitration

Failing satisfactory settlement of the grievance at Step Four, the Union may refer the grievance to Arbitration within fourteen (14) calendar days of having received the written decision of the Board of Education.

ARTICLE 11 - ARBITRATION

- 11.01 Where a grievance is referred to Arbitration, a single Arbitrator or a Board of Arbitration shall be established in accordance with the provisions of the Trade Union Act of the Province of Saskatchewan.
- 11.02 The decision of the Arbitrator or the Board of Arbitration shall be final and binding on both parties to this Agreement.
- 11.03 in order to render a decision which it deems just and equitable, the Arbitrator or the Board of Arbitration shall have the right to waive formal procedural irregularities affecting the grievance if, in its opinion, such irregularities are not essential to the grievance being arbitrated. **However, the Arbitrator or the Board of Arbitration shall not have the power to alter, modify or amend any provisions of this agreement.**
- 11.04 Should the parties to this Agreement disagree in the interpretation of the

Trades Apprentice:

Current staff members entering a Trades Apprenticeship Program shall be paid according to the following formula:

Years 1 and 2 - The same salary that would be payable had they remained in the job classification held immediately prior to the appointment to the position of Trades Apprentice.

Year 3 - 80% of the Schedule A rate payable to the particular trade or the same salary that would be payable had they remained in the job classification held immediately prior to the appointment to the position of Trades Apprentice, whichever is the greater.

Year 4 - 90% of the Schedule A rate payable to the particular trade or the same salary that would be payable had they remained in the job classification held immediately prior to the appointment to the position of Trades Apprentice, whichever is the greater.

Other Considerations:

- 1. **(*) Incumbents on staff as of January 1, 1994 shall be paid at a salary rate of \$19.38 per hour effective January 1, 1997 and \$19.72 per hour effective January 1, 1998.**
- 2. **Head Caretakers of facilities assigned caretaking staff in addition to themselves shall receive a Responsibility Allowance based on the following scale:**

For three or more additional staff	\$.35 per hour
For one or two additional staff	\$.15 per hour

Determination of Annual and Monthly Salaries for Employees Being Paid on an Hourly Basis

Number of days worked in the academic year	+	Number of Public Holidays in the employee's work year	x	Number of hours worked per day
	x	Hourly rate	=	Annual rate

This Schedule "A" is to become affixed to and part of the Agreement between the Board of Education of St. Paul's Roman Catholic Separate School Division Number 20 of Saskatchewan and the Canadian Union of Public Employees and its Local 3730, signed on the 14th day of October A.D., 1997.

JANUARY 1, 1997 TO DECEMBER 31, 1997

Construction Services	18.85	19.58	20.30	21.02
Maintenance Foreman	16.99	17.71	18.44	19.16
*Carpenter	16.99	17.71	18.44	19.16
*Head Painter	14.17	14.90	15.62	16.34
Painter	13.10	13.82	14.54	15.26
Fabricator/Maintenance Worker	8.40	9.72	11.02	12.33
Building Services Helper	9.02	10.16	11.21	12.55
July 1, 1997				

Building Services	15.98	16.71	17.43	18.15
Service Manager	13.02	13.75	14.47	15.19
Building Operator	11.87	12.60	13.32	14.04
Head Caretaker	11.87	12.60	13.32	14.04
Materials Agent	10.93	11.50	12.07	12.64
Caretaker	8.40	9.72	11.02	12.33
Building Services Helper	9.02	10.16	11.21	12.55
January 1, 1997				

JANUARY 1, 1998 TO DECEMBER 31, 1998

Construction Services	19.18	19.92	20.66	21.39
Maintenance Foreman	17.29	18.02	18.76	19.50
*Carpenter	17.29	18.02	18.76	19.50
*Head Painter	17.29	18.02	18.76	19.50
Painter	14.42	15.16	15.89	16.63
Fabricator/Maintenance Worker	13.33	14.06	14.79	15.53
Construction Services Helper	9.80	10.78	11.67	12.85

Building Services	16.26	17.00	17.74	18.47
Service Manager	13.25	13.99	14.72	15.46
Building Operator	12.08	12.82	13.55	14.29
Head Caretaker	12.08	12.82	13.55	14.29
Materials Agent	11.12	11.70	12.28	12.86
Caretaker	9.80	10.78	11.67	12.85

11.05

Subject to the exceptions in Article 21, the fees and expenses of the Chair or Arbitrator shall be shared equally between the parties. Each party shall be responsible for its costs, fees and expenses of witnesses and those of its Board of Arbitration member.

ARTICLE 12 - PROBATIONARY PERIOD

12.01

Probation shall be for the first ninety (90) calendar days of service by an employee with the Board. During the period an employee is on probation, the employee shall be entitled to all rights and privileges of this Agreement except with regard to dismissal.

12.02

After completion of the Probationary Period, seniority shall date from the original date of employment.

12.03

Notwithstanding the above provision, it is agreed that the Probationary Period for an employee may be extended with the consent of the Board and Union for a maximum of two (2) ninety (90) calendar day periods.

12.04

Effective the day of promotion a new probationary period will commence and if the employee is not successful in the new probationary period there will be no reversion rights to the original position.

13.01

Seniority shall be on a bargaining-unit basis.

a)

Service prior to January 1, 1996, shall be expressed in terms of years of service from the time an employee entered the employ of the Board.

b)

Effective January 1, 1996, service shall be expressed in terms of hours on a pro-rated basis.

13.02

An employee shall lose all entitled seniority if he/she: 1) is dismissed for just cause;

- 2) resigns from the employ of the Board, in writing, and does not withdraw the resignation within three (3) working days;
- 3) retires from the employ of the Board;
- 4j is laid on for a continuous period in excess of twelve (12) calendar months; or
- 5) fails to notify the Board of his/her intention to return to work after a layoff within ten (10) calendar days of being notified by registered mail to do so. If the employee fails to keep the Board informed as to his/her current address, the Board shall not be responsible for failure of a notice sent by registered mail to reach the employee.

ARTICLE 14 - VACANCIES AND NEW POSITIONS

- 14.01** The title and rates of pay applicable to new job classifications and the reclassification of any existing positions within the scope of this Agreement shall be subject to negotiation between the Union and the Board.
- 14.02** The membership of the Union shall be advised of all new and vacant positions which are at least the equivalent of one-third (1/3) time. Such advisements shall take the form of a Notice of Job Opening being sent to all work centres and being placed on the Staff Bulletin Board in the Board office. During July and August, a notice of job opening shall be submitted to the Union Secretary or designate and a copy shall be placed on the Staff Bulletin Board in the Board Office. At the same time positions are advertised internally, they may also be advertised publicly.
- It is agreed and understood that first preference for filling new and vacant positions of less than one-third (1/3) time shall be extended to existing staff who have indicated their preference for additional assigned hours to the appropriate superintendent.
- 14.03** All notices of Job Openings shall contain at least the following information: job classification, required qualifications, salary range, location, term of employment and exact hours of work if determined.
- 14.04** Excluding the summer break, employees shall make application within five (5) working days of the posting of the Notice of Job Opening in the Board Office.
- 14.05** During the summer break, employees shall make application within ten (10) working days of the posting of the Notice of Job Opening in the

shall have the option to continue Term Life insurance

ARTICLE 49 - OCCUPATIONAL HEALTH AND SAFETY

- 49.01** Both the Union and the Board shall co-operate in the establishment, maintenance and promotion of a safe work environment. Toward this end, the Board is committed to the establishment of occupational health and safety committees as required by provincial legislation and regulations.

- 46.02 where caretakers are on duty during a school rental, they shall be responsible for the work associated with the rental.

ARTICLE 47 - OTHER PROVISIONS

- 47.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent part of the Agreement for negotiation.
- 47.02 Wherever the singular or masculine are used in this Agreement, it shall be considered as if the plural or feminine has been used.
- 47.03 The monthly payday shall be no later than the last day of the calendar month.
- 47.04 Effective January, 1993, newly appointed Service Managers, Building Operators and Head Caretakers shall be required to hold at least a valid Fireman's Certificate or higher certification.
- 47.05 The Board agrees that it will do what it reasonably can do to provide caretaking service when a caretaker is off duty due to illness or authorized leave providing the proper notification of absence has been given.

ARTICLE 48 - EMPLOYEE BENEFITS PLAN

- 48.01 All eligible employees shall, as a condition of employment, participate in the Board's Employee Benefits Plan. This plan shall include:
- \$50,000 Term Life Insurance
 - \$50,000 Accidental Death and Dismemberment Insurance
 - \$10,000 Spousal Term Life Insurance
 - \$5,000 Dependents' Term Life Insurance
 - Long Term Disability
- 48.02 The cost of the Board's Employee Benefits Plan shall be shared equally between the Board and each employee.
- 48.03 If provided for by the Board's current Term Life Insurance Plan, employees, upon retirement and at their own initiative and expense,

Board Office.

- 14.06 Where more than one (1) employee from the union makes application for a position and where more than one (1) applicant has the necessary qualifications, ability and suitability, the one with the most seniority shall be offered the position.

Where only one (1) employee makes application for a position, he/she shall be offered the position provided he/she has the necessary qualifications, ability and suitability.

The successful applicant shall be notified within three (3) weeks following the end of the posting period.

- 14.07 Trial Period: When a member of the Union is the successful applicant he/she shall be placed on trial for a period of ninety (90) calendar days. Conditional on Satisfactory service the employee shall be declared permanent after the period of ninety (90) calendar days. In the event the successful applicant proves unsatisfactory in the position during the trial period, he/she shall be, with five (5) working days notice, returned to his/her former position and wage or salary rate. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position and wage or salary rate.
- 14.08 The Board agrees to provide the names of all employees who make application for a posted position as well as the name of the successful applicant if requested within ten (10) working days of the appointment by an applicant for such a position.

The Board shall provide an explanation to all union applicants who have been denied the position if requested by such an applicant.

- 14.09 In instances where a regular employee is expected to be absent from duty for a period of time exceeding thirty (30) consecutive working days, his/her position shall be temporarily filled according to Article 14, subject to the following:
- 1) One (1) additional posting shall be required for the position of the employee temporarily transferred as a result of the original posting.
 - 2) Subsequent vacancies shall be filled temporarily by assignment.
- 14.10 Regular employees who take a temporary vacancy shall return to their former position when the temporary vacancy ends.

ARTICLE 15 - REDUCTION OF STAFF AND RE-HIRING PROCEDURES

- 15.01 A lay-off shall be defined as a reduction in the work force or a general **reduction in the number of assigned working hours for employees** within a job classification.
- 15.02 In instances where the Board finds it necessary to reduce staff numbers within a job **classification, the employee in that classification with the least seniority shall be laid off.**
- 15.03 Employees who lose their position either directly or indirectly through a reduction in staff shall either:
- displace the least senior employee in **his/her own classification, or**
 - displace the least senior employee in another classification provided they have the necessary qualifications, ability and seniority.
- The position selected, in either case, must be of equal or lesser number of working hours than **his/her** previously held position.
- 15.04 An employee who accepts a position in a lower paid classification shall be placed at the **same** salary step level as **he/she** was in his/her previous position.
- 15.05 **Employees on lay-off** for a period of up to **twelve (12)** months shall maintain. but not accrue seniority.
- 15.06 In the event of a staff increase, no new employees shall be hired until **the position(s) available have been offered to employees who** are on lay-offs and who are maintaining seniority and who have the **qualifications and ability to fill the available position(s).**
- 15.07 In order for **employees to benefit by the provisions of Article 15.06, they** must ensure that the Secretary of the Board has knowledge of their current address.
- 15.08 All employees laid off in June shall **be given an approximate recall date** at the same time notice of **layoff** is issued.

ARTICLE 16 - NOTICE OF LAYOFF

- 16.01 In the event of a layoff employees shall receive the following notice:

If a grievance is referred to Arbitration in accordance with Article 10, the Arbitrator or Arbitration Board may in its own deliberations make a determination whether or not reasonable supervisory practices related to job performance constituted harassment.

ARTICLE 45 - TECHNOLOGICAL CHANGE

- 45.01 In the event the Board introduces a technological change as defined in Section 42 of the Trade Union Act, 1972; and the change would have an impact on five (5) or more employees:
- No additional employees shall be hired as a result of the change until the employees already on staff are allowed a training period to acquire the necessary knowledge and/or skills to occupy the positions affected by the technological change.**
 - The period of said training shall be negotiated** between the Board and the Union.
- 45.02 **Employees who** are laid off due to the implementation of a technological change as stated in 45.01 shall maintain the protection of Articles 14 and 15 **Vacancies and New Positions**) and (Reduction of Staff and Rehiring Procedures) of the **Collective Agreement for as long as they** hold seniority rights.
- 45.03 Due to an **operational** change or technological advance which requires new or greater skills **on** the part of a permanent employee than already possessed by such an employee, the Board will provide at least three (3) months notice of such requirements. The Board will also provide an opportunity for training or retraining provided the employee displays **sufficient** aptitude for the new tasks. Otherwise, the affected employee will be transferred to another position within the school division. No additional employees shall be hired as a result of the change until **employees** already on staff **are** allowed a training period to acquire the necessary knowledge and/or skills to occupy those positions affected by **the** technological change or change in operational procedure.

ARTICLE 46 - SCHOOL RENTALS

- 46.01 The opportunity to make additional income due to the rental of a school shall **be extended first to the school caretaker.** Where the caretaker declines, the Superintendent shall arrange to have the building in the **same condition as it was before the rental.**

- 1) By agreement between the Immediate Supervisor and an employee, an employee may work more than his/her assigned number of hours per day. Such additional time shall not be considered as overtime. Instead, time off with pay on a one-for-one basis shall be granted. Such time off must be taken during the school year in which the banking occurred and shall be granted when mutually convenient to the Immediate supervisor and the employee.
- 2) Employees may bank up to the equivalent of five (5) days of assigned working time per school year.

ARTICLE 42 - PENSION PLAN

42.01 All permanent employees shall, as a condition of employment, **participate in the Municipal Employees' Pension Plan on their first day of employment.** Non-permanent employees must choose to either **participate or not participate prior to completion of 700 hours of work in each of two consecutive years.**

ARTICLE 43 - RETIREMENT

- 43.01 All employees reaching the age of sixty-five (65) years shall retire but will have the option of retiring on their birthday or the end of the month on which they attained the age of sixty-five (65).
- 43.02 The provisions of 43.01 shall be waived by mutual consent of the Board and the employee.

ARTICLE 44 - HARASSMENT

- 44.01 The principles and values of the **school** division include the right of all employees to self respect and dignity. It is **agreed** that the workplace should be free from sexual and other forms of personal harassment.
- 44.02 Harassment is any objectionable conduct, comment, or display directed **at another based on, but not limited to, gender, race or place of origin, physical appearance, age or disability.**
- 44.03 Employees who feel that they are victims of harassment shall as a first recourse, **use the provisions of Board Policy GBH (dated June 19, 1996 - See Appendix II).** If that is not successful, then the employees may **appeal under the grievance route beginning at Step One.**

- 1) At three (3) months and less than one year of employment, any employee who ~~is laid off~~ or dismissed, ~~except for just cause, shall~~ be entitled to one (1) weeks written notice.
- 2) After one (1) year but less than three (3) years - two (2) weeks written notice.
- 3) After three (3) years, but less than five (5) years - four (4) weeks written notice.
- 4) After five (5) years, but less than ten (10) years - ~~six~~ (6) weeks written notice.
- 5) After ten (10) years or more - eight (8) weeks written notice.

ARTICLE 17 - DISMISSAL, SUSPENSION OR DISCIPLINE

- 17.01 **An employee who has completed the probationary period shall be dismissed or suspended only for just cause upon the authority of the Board. Such employee and the Union shall be advised promptly, in writing, by the Board of the reason for the dismissal or suspension. Such employee shall have recourse to the Grievance Procedure, but Steps One and Two shall be omitted in such a case.**
- 17.02 The Board agrees that in the event of the Union desiring to investigate the grounds for any dismissal or suspension of an employee, **it will do everything that is reasonably can do to acquaint the Union with the grounds of the dismissal or suspension.**
- 17.03 An employee who has been unjustly suspended or dismissed shall be immediately reinstated to his/her former position. He/She shall be compensated for all time lost in an amount equal to his/her normal earnings during the period of such dismissal or suspension, or by any ~~other~~ arrangements as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.
- 17.04 a) The Board shall notify an employee, in advance, and hand deliver any letter of dissatisfaction it wishes to express concerning the employee within ten (10) working days of having verbally expressed such dissatisfaction. The letter shall become part of the employee's record. Employees wishing to respond to the letter of dissatisfaction may do so by hand delivering a written response to their Superintendent within ten (10) working days of receiving the letter of dissatisfaction. The employee's response shall become

part of the employee's record.

- b) Employees shall be notified that they have the right to have a Union representative present at the meeting. The union shall be notified that a letter of dissatisfaction is being given to an employee and ~~the Union shall receive a copy of the letter of dissatisfaction the same day the employee receives his/her letter.~~

17.05 ~~Such~~ reports outlined above shall not be used against an employee after a period of fifteen (15) months from the date of the letter(s) of dissatisfaction.

ARTICLE 18 - TRANSFER OF EMPLOYEES

18.01 The Board shall have the right to transfer employees within a job classification as conditions or circumstances may warrant. Transfer procedure will include consultation with the employee and will be subject to the following conditions:

- 1) there shall be no loss of salary to the employee unless mutually agreed to by the Board and the employee;
- 2) there shall be no change in the number of hours worked unless mutually agreed to by the Board and the employee; and
- 3) a least five (5) working days notice shall be given to the employee prior to the transfer.

18.02 Section 18.01 (3) may be waived by mutual agreement between the Board and an employee.

ARTICLE 19 - CASUAL WORKERS

19.01 Casual workers shall be defined as those workers assigned to complete special projects for periods of less than thirty (30) consecutive working days.

19.02 Service gained as a casual employee shall not be considered as service for the purpose of determining seniority.

ARTICLE 20 - COMPASSIONATE L

20.01 Leave of absence with pay for a period of up to three (3) days plus

day of a month, the anniversary date shall be one year after the first day of the month following the date of employment.

39.02 For employees joining staff on or after July 1, 1982 each salary increment shall be payable upon the anniversary date of the commencement of employment with the Board for full time staff and in the month following the completion of one thousand eight hundred seventy-two (1872) hours of work for staff assigned to work less than full time.

ARTICLE 40 - PROTECTIVE CLOTHING

40.01 The Board will provide and maintain for staff such uniforms, gloves, and other protective clothing as a Superintendent may require. There shall be no charge to an employee.

40.02 The Board will provide and maintain coveralls at no charge to employees.

ARTICLE 41 - BANKING OF TIME TO EARN RELEASED DAYS

41.01 All employees shall be permitted to bank working time to earn released days according to the following provisions:

Employees Occupying Twelve (12) Month Positions

1) By agreement between the Immediate Supervisor and an employee, an employee may work more than his/her assigned number of hours per day. Such additional time shall not be considered as overtime. Instead, time off with pay on a one-for-one basis shall be granted. Such time off must be taken during the calendar year in which the banking occurred and shall be granted when mutually convenient to the Immediate Supervisor and the employee.

2) Employees may bank up to the equivalent of five (5) days of assigned working time per calendar year.

3) Employees wishing to carry over banked time from one calendar year to another must make such request prior to November 30th. No carry over shall be permitted without the approval of the Immediate supervisor.

Employees Occupying Ten (10) Month Positions

37.03 Employees required to work on Public Holidays shall be paid their regular rate of pay plus two times their regular rate of pay. A minimum of three hours' pay shall be payable.

37.04 Overtime rates of pay for Call-Backs shall be double time. A minimum of three hours' pay shall be payable. For the purpose of this Article, a Call-Back shall be defined as follows:

"An instance where an employee is called back to duty after having completed his/her normal shift of work and after having left his/her place of employment for the day or where an employee is called to duty on his/her regular day off, with the assigned duties having to do with matters of an emergency nature relating to the security or protection of school district property or facilities. Examples of such instances would be water or fire damage and break-ins."

ARTICLE 38 - TRAVEL ALLOWANCE

38.01 Employees formally assigned by the Superintendent to regularly perform their duties in more than one (1) school or work centre shall receive a travel allowance, which can be claimed monthly.

38.02 Travel Allowances shall be paid at the current Board established rates.

38.03 No payment shall be made for travel between home and the designated place of employment.

38.04 Employees who are authorized by their Immediate Supervisor to use their vehicles on a casual basis in the performance of their duties during working hours shall receive a travel allowance. This travel allowance shall be paid at the current Board established rate.

38.05 Any change to the Travel Allowance in the L.I.N.C. Agreement shall apply to this Article.

38.06 Only those employees whose duties require travelling from one work station to another may be required to use their vehicle in the performance of their duties.

ARTICLE 39 - SALARY INCREMENTS

39.01 Annual salary increments for employees on staff as of June 30, 1982 shall be payable upon the anniversary date of the commencement of employment with the Board. If employment commenced after the first

reasonable travel time shall be granted by the immediate supervisor for the following reasons:

- 1) death of an immediate relative or a person close to an employee.
- 2) serious illness in an employee's immediate family.

20.02 Leave of absence with pay for a reasonable period of time may be granted by a Superintendent to an employee for pressing personal matters and circumstances beyond the employee's control.

20.03 One (1) day leave shall be granted without loss of wages, to attend as a pallbearer at any funeral, or as a mourner at the funeral of a relative, by the employee's immediate supervisor. However, an additional half-day (1/2) day may be granted by the Supervisor.

ARTICLE 21 - TIME OFF FOR MEETINGS

21.01 An employee authorized as a representative of the Union shall suffer no loss in salary or benefits for time absent from duties for the purposes of:

- 1) participating in collective bargaining with the Board;
- 2) participating in grievance, conciliation, or arbitration proceedings on matters arising from this agreement; or
- 3) participating in meetings of the Service and Support Staff Liaison Committee, the Employee and Family Assistance Program Committee, or sub-committees thereof.

21.02 The number of employee representatives participating in meetings for the purpose of collective bargaining shall not exceed five (5).

21.03 Employees who participate in meetings for the purpose of grievance, conciliation, or arbitration proceedings shall suffer no loss in salary for time absent from duty if their absence is approved, in advance, by the Superintendent.

ARTICLE 22 - JURY OR COURT WITNESS DUTY

22.01 The Board shall grant leave of absence to an employee who serves as a juror or witness in any court.

22.02 The Board shall pay such an employee the difference between his/her normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. **The employee will present proof of service and the amount of pay received.**

ARTICLE 23 - MATERNITY, ADOPTION, AND PATERNAL LEAVE

23.01 **Employees who have been in the employ of the Board for a continuous period of twenty (20) weeks in the fifty-two weeks immediately preceding the day on which the requested leave is to commence, shall be eligible for Maternity Leave without pay. For the purposes of eligibility, layoffs during the months of July and August shall not be considered as service or as a break in service. It is agreed and understood that the same Maternity Leave Sub-Plan made available to teachers shall also be made available to employees covered by the terms of this Agreement. (See Appendix I).**

23.02 Maternity Leave shall cover a period of up to twenty-six (26) weeks in total. Upon request, maternity leave without pay shall be extended up to an additional twelve (12) months.

23.03 Applications for Maternity Leave must be submitted, in writing, to the Superintendent at least four (4) weeks prior to the commencement date of the leave and must specify the actual commencement and termination dates of such leave. Such application must be accompanied by a certificate from a qualified medical practitioner, certifying that the applicant is pregnant. However:

- ij the time limits referred to in this article shall be waived if such is recommended by the employee's medical practitioner.
- 2) the time limits referred to in this article may be waived by mutual consent of the employee and the Board.

23.04 The Board may require an employee to commence Maternity Leave if it is of the opinion that the pregnancy is reasonably interfering with the performance of the employee's duties.

23.05 Upon the expiration of the initial Maternity, Adoption, or Parental Leave, the employee shall be returned to his/her former position with no loss of accrued seniority or benefits or reduction in wages. Thereafter, on return from an extended leave, an employee may return to his/her former position, or to a comparable position, with no less of accrued seniority or benefits or reduction in wages.

- b) During the 9th and subsequent years of employment, including the 18th year-- twenty (20) days vacation.
- c) During the 19th and subsequent years of employment, including the 25th year--twenty-five (25) days vacation
- d) During the 26th and subsequent years of employment--thirty (30) days vacation.

Employees will receive vacation pay on the basis of 3/52nd's, 4 5/2nd's, 5/52nd's or 6/52nd's of their gross earnings in a calendar year

36.02 Years of service for the purpose of determining vacation entitlement shall be calculated from date of hire and shall not be pro-rated

36.03 An employee leaving the service of the Board at any time prior to his/her vacation shall be entitled to vacation pay as set forth in this Agreement

36.04 Annual vacation leave may be changed to sick leave under the following circumstance - when an employee has requested and received approval for his/her annual vacation and the employee subsequently becomes ill and is absent from work and it is determined by statement of a duly qualified medical practitioner that the employee will be ill at the commencement of vacation.

When these circumstances exist, that period of annual vacation leave subsequently charged to sick leave may be taken as annual vacation leave at a time mutually agreed to by the employee and his immediate supervisor.

36.05 If any employee is hospitalized while on vacation, his/her vacation may be extended by the number of days he/she was hospitalized and by the number of days deemed necessary for convalescence by an employee's physician, providing evidence is given to the appropriate Superintendent.

ARTICLE 37 - OVERTIME

37.01 If the Board requires an employee to work more than the assigned number of hours per day the employee shall receive, in addition to all other amounts due, pay at the rate of time and one-half (1 1/2) for each part of an hour in excess of the assigned number of hours for the first two hours and double time thereafter.

37.02 All overtime must be authorized, in advance, by the Superintendent.

New Year's Day
 Good Friday
 Monday of Spring Break
 Victoria Day
 Dominion Day
 Saskatchewan Day
 Labour Day
 Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day

and all other holidays proclaimed by the Federal, Provincial and Municipal authorities.

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

35.03 It is understood and agreed that an employee and the Superintendent may mutually agree to waive the provisions of Article 35.02 in favour of an alternate day.

35.04 Public Holidays for ten (10) month employees shall include those Public Holidays falling between August 15th and June 30th of the following year.

ARTICLE 36 - ANNUAL VACATION PERIOD WITH PAY

36.01 Employees shall be entitled to annual vacation with pay as follows:

- 1) Dates of an employee's annual vacation period must be approved by the Immediate Supervisor and the Superintendent.
- 2) It is desirable that the majority of vacation time be scheduled during the summer break in each year. However, with approval of the immediate Supervisor and appropriate Superintendent, an employee may take his/her vacation at another time.
- 3) The anniversary date for computing vacation time shall be the employee's date of hire.
- 4) Vacation credits shall be earned as follows:
 - a) During the 1st and subsequent years of employment, including the 8th year-- fifteen (15) days vacation.

23.06 Failure to return to work within the period specified in the application or the time period required in Article 23.07 shall be considered as sufficient cause for termination of employment.

23.07 An employee to whom Maternity Leave has been granted and who intends to resume her employment with the Board after the date of birth shall, at least fourteen (14) calendar days prior to the day on which she intends to resume her employment, notify the Board of her intention to do so.

23.08 Employees on Maternity Leave are entitled to accumulated sick leave and vacation credits only during the time they are in receipt of SUB Plan benefits. For the purpose of seniority and rights of recall, being on maternity, adoption and parental leave does not constitute a break in service, and seniority and rights of recall continue to accrue while an employee is taking maternity, adoption or parental leave.

23.09 At the discretion of the Board, Maternity Leave shall be granted to employees whose pregnancy is terminated for reasons other than the normal birth of the child.

23.10 Leave shall be available to an employee who adopts a child. The employee shall notify the Board as soon as possible after the Approval of Adoption. Such leave will not be for a period in excess of twenty-six (26) weeks except by mutual agreement of the Board and the employee.

23.11 Employees who have been in the employ of the Board for a continuous period of twenty (20) weeks in the fifty-two weeks immediately preceding the day on which the requested leave is to commence, are entitled to not more than twelve (12) consecutive weeks of Paternal Leave to be taken in any combination during the month before or eight (8) months following the estimated date of birth or the day on which the child comes into the employee's care. For the purpose of eligibility, layoffs during July and August shall not be considered as service or as a break in service.

23.12 Upon the expiration of Adoption Leave an employee shall be returned to her former position at the current rate of pay with no loss of benefits.

ARTICLE 24 - UNION LEAVE

24.01 An employee who is elected or selected for a full-time position with the Union shall be granted Leave of Absence for a period of up to one calendar year. Upon the request of C.U.P.E. Local 3730, such leave shall be renewed or extended by the Board for a period of time not exceeding one (1) additional calendar year. The employee shall receive

his/her pay and benefits as provided in this Agreement, but the Union shall reimburse the Board for all pay and benefits during the period of absence.

- 24.02 Except by mutual agreement, no more than one employee from the school division shall be on Leave of Absence for a full-time Union position.
- 24.03 Upon request, in writing, to the Superintendent or his/her designate, employees appointed or elected by the Union to represent C.U.P.E. Local #3730 at Union Conventions or Workshops, shall be permitted, after receiving authorization from the Superintendent or his/her designate to attend such convention or workshop. This authorization shall not be arbitrarily withheld. The Union shall reimburse the Board for all wages and benefits paid to the employee by the Board during such leave. No more than five (5) members may be away at any one time unless otherwise agreed to by the parties to this Agreement.

ARTICLE 25 - EXAMINATION LEAVE

- 25.01 An employee shall be granted Leave of Absence of up to one (1) day per year without loss of pay to write examinations for the purpose of improving qualifications in his/her job classification or to convocate.
- 25.02 Employees seeking such Leave of Absence must make application to the Superintendent.

ARTICLE 26 - EDUCATIONAL UPGRADING AND LEAVE

- 26.01 Leave of Absence from duties for a period of time up to one (1) calendar year may be granted by the Director of Education to employees for the purpose of educational upgrading in a field of study related to the work done by members of the bargaining unit.
- 26.02 The conditions surrounding such leave shall be as follows:
- 1) The leave may be either with or without pay.
 - 2) Registration and other related costs may be paid by the Board.
 - 3) For leaves of two (2) weeks or less - the employee shall continue to accrue the benefits of this Agreement. Upon return, he/she shall be placed in his/her former job position.

hour lunch period.

Head Caretakers (Elementary School) - 7:30 a.m. to 11:30 a.m. and 2:00 p.m. to 6:00 p.m.

Building Operators - 7:30 a.m. to 4:00 p.m. with a one-half (1/2) hour lunch period.

Head Caretakers (High School) - 3:15 p.m. to 11:45 p.m. with a one-half (1/2) hour lunch period.

The hours indicated may be altered where there is agreement among the school principal, the employee, and the appropriate Superintendent

ARTICLE 33 - PROMOTION

- 33.01 Employees who apply for and receive a position within a higher job classification shall receive an increase in salary. Placement on the salary grid shall be at the increment level which provides for a salary higher than the employee's previous salary.

ARTICLE 34 - PERFORMING DUTIES OF A DIFFERENT PAID CLASSIFICATION

- 34.01 When an employee is required by the Board to temporarily perform the duties of a lower paid job classification, he/she shall not suffer any reduction in earnings.
- 34.02 Employees who are assigned to temporarily perform the duties of a higher paid job classification for at least 75% of the working time for four (4) full working days or more shall receive an increase in salary. Placement on the salary grid shall be at the increment level which provides for a salary closest to the employee's previous salary. Upon returning to his/her former position the employee's salary shall revert to its previous level.

The above clause does not apply to persons employed in Building Services Helper and Construction Services Helper classifications

ARTICLE 35 - PUBLIC HOLIDAYS WITH PAY

- 35.01 Public Holidays shall include the following:

- 30 05 Valid reasons for receiving a recognition of **service payment** upon termination shall be eligibility to receive a pension allowance from the Municipal Employee's Pension Plan, permanent lay-off or inability to work due to permanent illness or permanent injury.
- 30 06 Employees who voluntarily leave the employ of the Board and who have completed a minimum of ten (10) years of service with the Board shall be granted two weeks wages at their regular rate of pay.

ARTICLE 31 - CLASSIFICATION OF PERSONNEL AND RATES OF PAY

- 31 01 The classification of employees to whom this Agreement applies and the **wages and salaries** of each classification shall be in accordance with the rates set out in Schedule A hereunto attached, or such other schedule as may **from time to time** be in force **between the parties** hereto.

ARTICLE 32 - DAYS OF EMPLOYMENT

- 32 01 The days of employment and hours of work for Service Staff shall be as noted:

	<u>Days of Employment</u>	<u>Hours of Work Per Day</u>
Full Time (12 month)	All	8.0

- 32 02 All **full** time employees shall **work forty (40) hours per week during a five (5) consecutive day week.**
- 32 03 No employee shall be required to work on Saturdays or Sundays.
- 32 04 Full time staff shall be granted fifteen (15) minute rest periods both preceding and following their lunch period.
- 32 05 The Superintendent shall adjust the working hours of employees to provide for less late **afternoon or** evening work during the Spring, Summer, or Christmas Vacation periods.
- 32 06 During the summer break, employees shall work seven and three-quarters (7 3/4) hours per day on each working day Without a reduction in earnings.
- 32 07 Usual working hours shall be as noted.

Service Centre employees - 7:30 a.m. to 4:00 p.m. with a one-half (1/2)

- 4) **For leaves of more than two (2) weeks - no such leave may** be granted unless the Superintendent and the employee mutually **agree, in advance of the leave, in** the conditions surrounding the employee's job placement and employment commitment to the **Board at the expiration of the leave. in terms of seniority,** the leave shall not be considered as a break in service. Upon return to duty, **all other rights and** benefits provided by this agreement shall be at their former level. Applications for leave are to be submitted to the **Superintendent at least one month in** advance of the commencement date of the proposed leave.

- 26.03 An employee may request that the Board pay the registration fee and **other** related costs in regard to **his/her enrolment in a specific job related** course or training seminar. Applications must be made before the commencement date of the **course or seminar. Approved** reimbursement will be paid upon the employee successfully completing the course or seminar.
- 26.04 When the Board requires an employee to enrol in a **specific course,** the Board will pay the registration fee and other approved costs.

ARTICLE 27 - EXTENDED LEAVE

- 27.01 Leave of absence for personal reasons without pay and without loss of accrued benefits **for** a maximum of **one (1)** calendar year may be granted by the Director of Education. **Applications must be submitted to** the Superintendent.
- 27.02 Upon **return** from an extended leave, employees are guaranteed employment in the same **or** a comparable position to that held at the **time the leave** began. **the same accrued benefits,** and the same salary increment level at current rates of pay. Notice of intention to **return to work from an extended leave must be provided at least ten (10) working days prior** to the actual date of **return** to work.

ARTICLE 28 - SICK LEAVE

- 28.01 **Sick leave means the period an employee is absent from work with full** pay by virtue of being sick or disabled.
- 28.02 An employee may be required to provide a certificate from a medical **practitioner for any illness in excess of three (3) working day: in one (1)** calendar month, certifying that **he/she** was unable to carry out his/her duties due to illness before allowing sick pay.

- 28.03 From the date of hiring, full-time employees occupying twelve (12) month positions shall earn two (2) days sick leave per month, with the unused portion to accumulate up to a maximum of one hundred and eighty (180) working days. Full-time employees occupying ten (10) month positions shall earn two (2) days sick leave per month for the months of September to June inclusive, with the unused portion to accumulate up to a maximum of one hundred and eighty (180) working days. Employees on a part-time basis shall have such credit pro-rated with a maximum accumulation of one hundred and eighty (180) pro-rated days.
- 28.04 New employees shall not be entitled to sick leave for the first thirty (30) days of employment. After thirty (30) days they shall be credited with two (2) days per month from their date of hiring, in accordance with Article 28.03.
- 28.05 A statement of accumulative sick leave credits will be issued to each employee during the month of March in each year.
- 28.06 Absences on account of illness shall first be charged against the current years accumulation. Absence in excess of the current years accumulation shall be charged to the employee's sick leave credit standing at the start of the year.
- 28.07 An employee on Workers' Compensation or sick leave, shall not continue to accumulate sick leave credits beyond a period of absence of eight (8) months.
- 28.08 At the termination of employment, the employee has no claim for salary in lieu of unused sick leave.
- 28.09 Every employee who is absent on account of illness or who must leave the work place due to illness shall notify his/her immediate Supervisor as soon as is reasonably possible.
- 28.10 Wages for time lost due to compulsory quarantine shall be paid to employees when certified by a medical officer, and shall not be chargeable to sick leave.
- 28.11 Upon return from sick leave without pay or long term disability employees are guaranteed, for a period of twelve (12) months, employment in the same position to that held at the time the leave or long term disability began, the same accrued benefits and the same salary increment level at current rates of pay. Thereafter, an employee may return to his/her former position, or to a comparable position at the same accrued benefits and the same salary increment level at current

rates of pay.

Notice of intention to return to work from sick leave without pay or long term disability must be provided by the employee following the employee's advisement by a physician.

ARTICLE 29 - WORKERS' COMPENSATION DIFFERENTIAL

- 29.01 All employees receiving benefits from the Workers' Compensation Board for total loss of earning capacity as a result of carrying out their duties for the School Board, shall be paid by the Board an amount equivalent to the difference between his/her regular salary and the amount received from the Workers' Compensation Board. Such differential shall only be payable for a period not exceeding twelve (12) months.
- 29.02 The Board may require an employee to have a medical examination by a physician of its choice before paying the compensation differential to an employee.

ARTICLE 30 - RECOGNITION OF SERVICE PAYMENTS

- 30.01 The date on which an employee is hired shall be designated as the "anniversary date" for the purpose of this Article.
- 30.02 Payments shall be paid to an employee within thirty (30) days after his/her termination of employment.
- 30.03 The payment due an employee who dies while in the employ of the Board shall be paid to his/her estate or beneficiary.
- 30.04 Recognition of Service Payments shall be made on the following basis
- 1) After ten (10) years of service
- four (4) weeks wages at the regular rate of pay
 - 2) After fifteen (15) years of service
- five (5) weeks wages at the regular rate of pay
 - 3) After twenty (20) years of service
- six (6) weeks wages at the regular rate of pay.
 - 4) After twenty-five (25) years of service
- eight (8) weeks wages at the regular rate of pay.