

COLLECTIVE AGREEMENT

between

**The Board of Education
Of the
Saskatoon
School Division No. 13
Of Saskatchewan**

and

**Canadian Union of
Public Employees,
Local 8443**

2011 - 2013

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Clarification of Terms	1
2	Management Rights	1
3	Union Recognition	1
4	Union Security	1
5	Check Off	2
6	No Discrimination	2
7	Responsibilities	2
8	Job Classification Appeal	3
9	Grievance Procedure	4
10	Arbitration	5
11	Probation	5
12	Seniority	6
13	Substitute, Temporary Employee and Rental Caretakers	7
14	Lay-off and Recall	8
15	Vacant Positions	9
16	Access to Employee Files	13
17	Discipline	13
18	Labour Management Meetings	15
19	Working Conditions/Hours of Work	15
20	Rates of Pay	21
21	Overtime	23
22	Sick Leave	24

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
23	Public Holidays	26
24	Vacations with Pay	26
25	Worker's Compensation	29
26	Employee Benefits	29
27	Leaves of Absence	30
28	Parental Leave	34
29	Travel Allowance	37
30	Uniforms and Equipment	38
31	Severance Allowance	39
32	Technological Change	40
33	Occupational Health & Safety	40
34	Representative Workforce	40
35	Sexual or Personal Harassment	41
36	Parking Fees	41
37	Apprentice Employees	42
38	Term of Agreement	43
Schedule A	Wage Schedule	45
Schedule B	Increments	54
Schedule C	Allowances	55
Letter of Understanding – Duty to Accommodate Protocol		56
Letter of Understanding – Pension Plan		57
Letter of Understanding – Job Share		58

THIS AGREEMENT MADE THIS 29th DAY OF JUNE, 2011.

BETWEEN:

THE BOARD OF EDUCATION OF THE SASKATOON SCHOOL DIVISION NO. 13 OF SASKATCHEWAN,
Hereinafter called the "Board"

OF THE FIRST PART:

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 8443, hereinafter called the
"Union"

OF THE SECOND PART:

PREAMBLE

Whereas it is the desire of both parties to this Agreement to provide for effective and efficient delivery of educational services to students for whom the Board is responsible; 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 scale of wages; to encourage efficiency of operation; and to promote morale, well-being and security of all the 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 – CLARIFICATION OF TERMS

- 1:01 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.
- 1:02 If any provisions of this Agreement or of any collective agreement made in pursuance thereof are found to be contrary to the provisions of any law, now or hereafter enacted, this Agreement will not be abrogated, but it is subject to such amendments as may be necessary to bring it into conformity with the law.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2:01 The management of the workforce, including the right to plan, direct and control Board operations; to maintain an efficient and productive workforce; and to require employees to observe Board policies and regulations, are to be the sole right and function of management, subject to the provisions of this Agreement.

The Board will exercise its rights in a fair and reasonable manner. The Board's rights shall not be used to direct the work force in a discriminatory manner.

ARTICLE 3 – UNION RECOGNITION

- 3:01 The Board agrees to recognize the Union as the sole collective bargaining agency for the employees covered by this Agreement, so long as the order of the Labour Relations Board shall remain in effect.

ARTICLE 4 – UNION SECURITY

- 4:01 Every employee, who is now or hereafter becomes a member of the Union, shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement in employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of employment, tender to the union the periodic dues uniformly required to be paid by the members of the Union.
- 4:02 In order to provide job security for members of the bargaining unit, the Board agrees that work or services presently performed shall not be sub-contracted, transferred, leased, assigned or conveyed in whole or in part, to any other plant, person or non-unit employee during the period covered by this Agreement if such action would result in the layoff of any member of the bargaining unit.

It is understood that Driver Educators are excluded from coverage under this clause.

ARTICLE 5 – CHECK OFF

- 5:01 The Board shall deduct from every employee any dues, or assessments levied by the Union on its members. Deductions shall be forwarded to the Union not later than the fifteenth (15th) day of the month following the month in respect to which deductions have been made. Each month, the Board shall provide the Union with a list of all employees from whose wages deductions have been made.
- 5:02 Deductions shall be at the rate or sum set by the Union and communicated by the Union to the Payroll Branch of the Board in writing and any change or revisions thereof shall be forwarded to the Payroll Branch of the Board by the tenth (10th) day of the month in respect of which the revised deductions are to be made, and if received later than the tenth (10th) day of the month, the revision shall not be effective until the month next following.
- 5:03 A list of new employees and of employees whose employment has terminated, along with the classification of such employees shall be forwarded to the Union monthly.
- 5:04 The Board agrees to report union dues, paid by employees, on the T-4 forms it annually issues. The Union agrees to provide a letter indicating that the Union will not be issuing receipts for such dues.

ARTICLE 6 – NO DISCRIMINATION

- 6:01 The Board agrees that there shall be no discrimination, interference, restriction or coercion experienced or practiced with any employee by reason of race, colour, political or religious affiliation, sex, age (as defined by the Saskatchewan Human Rights Code), marital status, disability, sexual orientation, gender identity, nationality, or family status, nor by reason of membership or activity in a Trade Union.

ARTICLE 7 – RESPONSIBILITIES

It is understood that the majority of correspondence to employees and the Union will be electronic.

- 7:01 The Board agrees to provide electronic copies of this Agreement within 90 days of the signing of the Agreement, with hard copies to follow. 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 Articles 4 and 5. When amendments have been negotiated in the collective agreement, the Board and the Union agree to share the costs of printing copies of the new collective agreement.
- 7:02 A representative of the Union shall be given an opportunity to interview each new employee within regular working hours and without loss of pay for a maximum of thirty (30) minutes, during the first month of employment for the purpose of discussing with the new employee the benefits and duties of the Union membership and their responsibilities and obligations to the Board and the Union. Every new employee or prospective employee shall have the right to examine the conditions of the Agreement

before accepting a position with the Board. The newly hired employee shall receive a current copy of the collective agreement at the time of the interview.

- 7:03 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.
- 7:04 The Board agrees that, where practicable, any reports or recommendations about to be made to the Board dealing with matters included in the 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. A copy of all public minutes of the Board shall be posted electronically and made available to the Union.
- 7:05 The Board shall make available to the Union information related to job description, positions in the bargaining unit, job classification and wage rates.
- Information related to the operation of the pension plan shall be provided through the Advisory Committee on Pensions. The Board shall also forward Board policy affecting employees who are members of the CUPE Local 8443.
- 7:06 The Union will notify the Superintendent of Human Resources and Director of the names of the Officers and Shop Stewards.
- 7:07 All correspondence between the parties arising out of this agreement unless directed otherwise in the agreement shall pass to and from the Superintendent of Human Resources or designate and the Union.
- 7:08 The Union shall have a right to post notices of meetings and such other union notices of interest to the membership on bulletin boards that are accessible to employees. Any correspondence to CUPE members as a group using the division's email system shall be approved by the Superintendent of Human Resources.

ARTICLE 8 – JOB CLASSIFICATION APPEAL

- 8:01 An employee may request a review of job classification by written submission to the Human Resources Section and the Union. At the employee's request, the Human Resources Section shall provide the employee with an explanation of the job reclassification process. The Union and the employee(s) concerned shall be allowed a hearing to explain such request.
- 8:02 The Human Resources Section shall initiate and conduct the review and shall communicate the decision in writing to the Union and the employee concerned.
- 8:03 The decision shall be communicated to the employee and the Union within sixty (60) days of the receipt of necessary classification documents, except that the time limit may be extended by mutual agreement between the parties to this agreement in the event of unavoidable circumstances.

- 8:04 Effective date of a change in classification resulting from the review shall be the date the request for reclassification was made.
- 8:05 The representative of the Union referred to in 8:01 shall be designated by the President of Local 8443.
- 8:06 Grievance of Position Review Decisions
- Disputed classification reviews are subject to the grievance procedure outlined in this collective agreement.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9:01 A grievance shall be defined as any complaint, dispute or disagreement between the Board and the Union or any member(s) of the Union regarding the interpretation, application or alleged violation of this Agreement, or any other dispute relative to working conditions. Prior to formally submitting grievances, employees are encouraged to first discuss their complaint with their immediate principal/supervisor. In order to provide an orderly and prompt procedure for the settling of grievances, the Board acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. A Steward may assist any employee in the bargaining unit as required, to prepare and present a grievance in accordance with the grievance procedure.
- 9:02 **Step 1** – The Union or the employees concerned may take up the grievance with the immediate supervisor or steward, or both, but the grievance shall not be considered unless it is presented to the supervisor, in writing, within thirty (30) calendar days from the day the employee becomes aware of the grievance but not more than ninety (90) calendar days after the grievance occurred. The Supervisor shall render a decision, in writing, within ten (10) working days of the receipt of the grievance
- Step 2** – Failing satisfactory settlement in Step 1, the grievance may be referred to the Superintendent of Human Resources, or designate but if referred, it must be referred in writing within seven (7) working days after receipt of the decision of the supervisor reached in Step 1. The Superintendent of Human Resources or designate shall render a decision, in writing, within ten (10) working days of receipt of the grievance.
- Step 3** – Failing satisfactory settlement in Step 2, the Union may refer the grievance in writing to the Director or designate within seven (7) working days after receipt of the decision of the Superintendent of Human Resources or designate in Step 2. The Director or designate shall render a decision, in writing, within ten (10) working days of receipt of the grievance.
- Step 4** – Failing a satisfactory settlement being reached in Step 3, the Union may refer the difference or dispute to a Board of Arbitration within ten (10) working days subsequent to receipt of the decision of the Director of Education or designate.

ARTICLE 10 - ARBITRATION

10:01 (a) Any grievance not settled by the grievance procedure established in Article 9 may be referred to a Board of Arbitration consisting of one member appointed by the Board, one member appointed by the Union, and a third to be mutually agreed upon by the other two, who shall act as the chairperson.

(b) If the Board and the Union mutually agree, the Board of Arbitration may be comprised of a single arbitrator with the same jurisdiction and authority.

10:02 If agreement cannot be reached within ten (10) working days in respect to the appointment of the third member of the Board of Arbitration, the matter shall be referred to the Minister of Labour.

10:03 The decision of the Board of Arbitration shall be the decision of the majority of the members of the Board of Arbitration, or where there is no majority decision, the decision shall be the decision of the chairperson of the Board of Arbitration.

The decision of the Board of Arbitration shall be final and binding on all parties. It is agreed that there should be no work interruption as a result of the grievance.

10:04 It is understood and agreed that in the absence of any specific provision to the contrary contained in this Agreement, the members of any arbitration board established under this Agreement shall in making their decision give effective recognition to what is just and reasonable and fully considerate of the rights and interests of the employee or employees concerned. Notwithstanding the above, the Board of Arbitration shall not have the power to change this agreement nor to alter, modify or amend any of its provisions.

10:05 The time limits fixed on both the grievance and arbitration procedures may be extended by mutual consent of the parties.

10:06 Each party shall pay:

(a) the fees and expenses of the arbitrator it appoints.

(b) one-half of the fees and expenses of the chairperson.

10:07 The parties will make every effort to adhere to the time limits as prescribed, however, no grievance shall be set aside due to either party unavoidably or unintentionally extending the time limits.

ARTICLE 11 - PROBATION

11:01 Probation shall be for the first six (6) months of continuous permanent service of an employee. In no instance shall a dismissal for any reason, or the terms or conditions of employment for the first thirty (30) days be a Union matter.

11:02 During the period employees are on probation, they shall be entitled to all rights and privileges of this Agreement except with regard to dismissal. It is understood that the Board may discharge an employee on probation at its sole discretion provided that this right is not exercised in bad faith.

11:03 Notwithstanding the above provisions, it is agreed that the probation period specified in 11:01 may be extended for a further three (3) months by mutual consent between the parties to this Agreement. Written application for extension of an employee's probation period can be made at any time prior to completion of the initial period by either party.

ARTICLE 12 - SENIORITY

12:01 Seniority shall be defined as the length of continuous permanent employment with the Board and shall date from commencement of continuous permanent service.

An employee who had continuous service immediately prior to being hired on a permanent basis shall have his/her seniority made retroactive to such date of continuous service upon successfully completing the probationary period referred to in Article 11:01.

12:02 Loss of Seniority

- (a) Seniority rights and accrued seniority shall be forfeited in the event a lay-off extends beyond an eighteen (18) month period.
- (b) An employee who is granted leave of absence by the Board shall maintain seniority but seniority shall continue to accrue for a maximum of six (6) months only while the employee is on leave, except for employees on maternity leave, parental leave and adoption leave who shall continue to accrue seniority while on such leave.

12:03 The Board shall formulate a seniority list of all employees in the bargaining unit as of December 31 of each year which shall provide the following information:

- (a) Name of employee
- (b) Date of commencement of employment
- (c) Job classification
- (d) Location of employment

The seniority list shall be forwarded to the Union and to each Union member by March 1 of each year.

ARTICLE 13 – SUBSTITUTE, TEMPORARY EMPLOYEES AND RENTAL CARETAKERS

13:01 Substitute Employees

- (a) Substitute employees shall be defined as persons working from time to time on a call in basis.
- (b) A substitute employee's right to continued employment will be the sole purview of the Board provided that this right is not exercised in bad faith. Notification of termination shall be forwarded to the Union.
- (c) Unless otherwise specified, substitute employees are entitled to all provisions of the collective agreement.
- (d) After twenty (20) working days of continuous employment in an assignment, the substitute employee shall be paid at Step 1 of the applicable classification rate of pay but shall be otherwise considered as a substitute employee. Planning days and professional development days shall not be considered a break in service.

13:02 Temporary Employees

- (a) Temporary employees shall be defined as any present or new employee hired to temporarily replace another employee on a Board-approved leave, on long term disability, or receiving Workers' Compensation benefits. These employees shall not be hired on a temporary basis for a period longer than twenty-four (24) months..
- (b) Temporary employees may also be hired to fill a term of five (5) months or less.
- (c) Temporary employees may be hired for up to twelve (12) months if required to perform project work with fixed commencement and completion dates.
- (d) Term extensions beyond the initl term shall not be unreasonably denied by the Union.
- (e) Temporary positions of less than ten (10) months shall not be posted. Temporary positions of ten (10) months or more shall be posted in accordance with Article 15 – Vacant Positions.
- (f) Temporary employees shall be paid in accordance with Schedule A.

13:03 Rental Caretakers

- (a) Rental Caretakers shall mean persons employed to cover a period of time during which a facility is rented out when no regular caretaker is on duty or to cover summer rentals.

ARTICLE 14 – LAYOFF AND RECALL

14:01 Lay-off:

- (a) Lay-off means the termination of the services of a permanent employee due to a reduction in the work force for a period exceeding six (6) days or an involuntary reduction in the hours of work of a full time employee or an Educational Assistant II working in a .86 assignment.
- (b) Lay-offs related to ten (10) month school year employment shall not be governed by this article. It is agreed that ten (10) month employees on lay-off due to school year employment shall be considered to have an automatic recall for the school session following all school breaks.

14:02 In the event of a reduction of staff in a job classification the employee in that classification with the least seniority shall be subject to lay-off.

- 14:03
- (a) An employee subject to lay-off in accordance with 14:02 shall be offered a position in another job classification provided the employee has the qualifications and ability to perform the required duties and provided further the employee has greater seniority than the employee being replaced. Qualification requirements in the above situation may be met by training or experience deemed to be equivalent. Every effort shall be made to ensure that a reduction in salary and hours of work due to the offer of a position in a lower pay class is minimized.
 - (b) Employees who are placed in new positions as a result of being laid off will not be restricted by Article 15:07 (b).

14:04 Notice of lay-off shall be provided to permanent employees, who have been in the service of the Board for at least three (3) continuous months, as follows:

- (a) one-week (1) written notice, if the employee's period of employment is less than one year;
- (b) two-week (2) written notice, if the employee's period of employment is one year or more but less than three years;
- (c) four-week (4) written notice, if the employee's period of employment is three years or more but less than five years;
- (d) six-week (6) written notice, if the employee's period of employment is five years or more but less than ten years;
- (e) eight-week (8) written notice, if the employee's period of employment is ten years or more.

14:05 Recall Procedure

- (a) Employees on lay-off shall be recalled in order of seniority provided they have the qualifications and ability to carry out the required duties.
- (b) No new employees will be hired until those laid-off have been given the opportunity of re-employment, provided the employees on lay-off have the qualifications and ability to fill the vacant position.
- (c) Recall notice shall be provided by registered mail to the last known address of the laid-off employee and shall provide at least seven (7) days notice of commencement of employment.
- (d) Refusal to accept recall or failure to report for duty as required shall, except in the event of illness or other just cause, result in termination of employment.
- (e) In the event a recall notice is issued for employment considered to be seasonal, of a temporary nature, in a job classification different to that from which the employee was laid-off, the employee shall have the option of accepting recall or of remaining laid-off.
- (f) It shall be the responsibility of the employee to provide the Board with their current address.

ARTICLE 15 - VACANT POSITIONS

15:01 Posting of Vacancies

- (a) Notice of vacancies shall be posted by the Board so as to be available to all employees. Employees shall be given five (5) working days to make applications. It is understood that positions will not be initially posted on Mondays.
- (b) Vacant and new positions within the scope of this Agreement shall be posted internally and may be advertised externally and the Board agrees to process internal applications of permanent employees including persons on lay-off prior to hiring external applicants for permanent employment.
- (c) Positions in all groups except Group E which become vacant as a result of the initial posting will be filled by those who expressed interest in the initial posting. Such positions will be filled as per criteria in 15:07 and 15:01 (d).
- (d) Employees shall have the right to express preference in job location assignment when a vacant position is posted.

15:02 All notice of job openings shall contain at least the following information:

- (a) Job classification
- (b) Required qualifications

- (c) Salary range
- (d) Location
- (e) 10 or 12 month employment term
- (f) Percent of time to be worked

15:03 The title and rate of pay of any new classification or new position shall be subject to discussion between the Board and the Union.

15:04 Criteria for selection of candidates for vacant positions shall be:

- (a) Qualifications
- (b) Ability to perform the required duties in the new assignment, and
- (c) Seniority

Where two or more applicants are deemed to be equal with respect to criteria (a) and (b), seniority shall be the determining factor.

15:05 (a) The Board reserves the right to assign Educational Assistant II's and Caretakers without the requirement to post such positions. Therefore, Article 15:01 – Posting of Vacancies of the Agreement will not apply to such positions.

(b) Job location assignments for Educational Assistant II's and Caretakers shall be made by the Board.

15:06 (a) Permanent Educational Assistant III positions which become vacant after September 15th as a result of retirement or resignation will be filled on a temporary basis for the remainder of the school year. The position will be posted as a 'temporary position' for bidding by Educational Assistant II's only. After the closing of the posting, names of interested candidates will be reviewed by the school principal and a representative from Human Resources. The successful candidate will assume the Temporary Educational Assistant III role for the remainder of the year with the understanding that he/she will return to the role of Educational Assistant II upon completion of this temporary assignment.

(b) Permanent Educational Assistant III positions, under clause (a) above, which become available during the school year will be posted in the spring to take effect at the start of the next school year. The postings will be open to all employees.

(c) Educational Assistant III positions which become vacant after September 15th as a result of a leave of absence will be filled on a temporary basis for the duration of the leave and will be open for bidding by Educational Assistant II's only.

- 15:07 (a) All employees shall be entitled to apply for posted vacant or new positions by means of a written CUPE 8443 System Vacancy Application form. The employee will be responsible for forwarding copies to the Human Resources Section or appropriate manager. The Union shall be provided with any correspondence provided to employees with respect to hiring, transfers and promotions, at the same time employees are advised. The Board shall attempt to fill vacant positions from within the membership of the Union.
- (b) Applicants, in order to be eligible for transfers to positions within their existing job classifications, must have been in their current position (location) for at least nine (9) months. Employees may apply for lateral transfers within the nine (9) month period, provided the effective date of the new position is beyond the nine (9) month period. No employee shall be restricted by this provision if the transfer would result in an increase of weekly or annual hours of work.
- 15:08 (a) A list of the applicants shall be forwarded to the Union immediately upon closing of the posting. When a selection grievance is filed, a copy of the completed candidate assessment form will be submitted to the Union. It is understood that this information is confidential and shall only be shared with the Union Executive.
- (b) Within seven (7) calendar days of the date of appointment to a vacant, temporary or new position the name of the successful applicant shall be forwarded promptly, in writing, to the Union, as well, employees applying for a vacant position will be advised in writing of the result of their application and/or interview. The Union shall be notified of all promotions, demotions, hiring, lay-offs, transfers, recalls, resignations, retirements, deaths, or other termination of employment.
- 15:09 An employee who accepts a transfer, promotion or extension of contract in a new location, shall serve a three (3) month trial period. At the end of the three (3) month period, if the employee has not performed satisfactorily, or at any time during the period when it becomes clearly evident that the employee is incapable of handling the job, the employee shall be returned to the former position and salary, subject to any increment which would normally have been received had the employee remained in that position. During the trial period an employee may voluntarily return to the employee's former position without any penalty upon the submission of a letter explaining a bona fide reason for reverting and a meeting with all parties concerned. An employee who has successfully completed the three (3) month trial period shall be informed of same and declared permanent in the position.

Notwithstanding the above, it is agreed that the trial period may be extended for a further three (3) months by mutual consent between the parties to this Agreement. Application for extension of the trial period can be made at any time prior to completion of the initial period by either party.

- 15:10 Notwithstanding the above, available positions within the system shall not be considered "vacant positions" within the meaning of this Article until all necessary transfers and recall procedures have been taken in an attempt to ensure continued employment for employees.

- 15:11 (a) When a temporary vacancy occurs, within the Caretaking department, for a duration of three months or longer on an afternoon shift, it shall be offered to employees working weekends prior to being filled by a substitute employee, provided the employee selected has the qualifications and ability to perform the required duties.
- (b) When it is known that a Building Operator will be away for a period exceeding one hundred and five (105) consecutive calendar days and an employee from a lower classification is required for assignment in an acting or temporary capacity, the assignment shall be made in accordance with the procedures specified in Article 15.

15:12 Employees promoted to a position or provided with a temporary position outside the scope of this Agreement shall be allowed up to six (6) months in which to meet the standards and expectations for such position, provided they continue to pay all Union dues at the set rate for the period of employment. Such employee shall be entitled to any benefits of the collective agreement where they may apply. If the employee does not meet the standards and expectations within such time or chooses not to remain, he shall revert to his former position at his former rate of pay without loss of seniority. Employees who had moved into the positions vacated by a promoted employee shall also revert to their previous positions.

Notwithstanding the above provisions, it is agreed that the period of temporary employment and dues payment may be extended by mutual consent between the parties to this Agreement and the individual employee. Requests for such extension of an employee's above privileges may be made at any time prior to completion of the initial period by any party.

15:13 Qualifications and Certification

- (a) Whenever a certificate is required by the Laws of Saskatchewan or this agreement as a condition of employment, the certificate shall be one issued or approved by the Province of Saskatchewan. Such certificates must be presented to the Human Resources Section as required.
- (b) Building Operators shall hold a 5th Class or higher Engineer Certificate as issued by the Saskatchewan Department of Labour.
- (c) Any new certificates required by the Board or governing authority, due to new duties, equipment or duties assigned to employees, shall be paid for by the Board. The cost of subsequent renewal of such certificates shall be the responsibility of the employee.

- 15:14 (a) In exceptional circumstances, should it become apparent that a new assignment is in the best interests of the students, the Board and the employee; an administrative initiated transfer can be initiated. Prior to initiating this transfer, the Board would engage in consultation and dialogue with the employee and the Union outlining the rationale for the move and the benefits of a new placement for all affected by such move.

Variables which would be considered exceptional circumstance could include; length of time in present assignment, changing needs of the school and/or division, and the need for growth opportunity for the employee.

- (b) This transfer would take effect at the time which best meets the needs of all parties and the appropriate support would be provided to the employee to assist with a smooth transition to their new assignment.
- (c) Positions in all groups except Group E which become vacant as a result of Administrative Initiated Transfers will be posted as per 15:01. Transfers within the vacant job classification will occur prior to promotion or increase in FTE's. The employee affected by an Administrative Initiated Transfer will be considered for all subsequent vacancies arising out of the initial posting.
- (d) Positions in Group E which become vacant as a result of an Administrative Initiated Transfers will be posted in accordance with 15:06. Employees in Group E affected by Administrative Initiated Transfers shall be considered for all current vacancies within the same classification as a result of resignation or retirement. It is understood that the employee must be deemed qualified and able for the vacant position.
- (e) An employee transferred under this provision may request to return to the employee's former position without any penalty upon the submission of a letter explaining the bona fide reason for reverting and a meeting with all parties concerned.

ARTICLE 16 – ACCESS TO EMPLOYEE FILES

16:01 Employees who wish to have access to their personnel file shall make a request to the Superintendent of Human Resources or designate. The Superintendent shall make arrangements as required to enable the employee to review the file.

16:02 The Board agrees to advise and discuss with an employee any performance evaluation report prior to any such report being filed in the employee's personnel file.

ARTICLE 17 – DISCIPLINE

The Board endorses the concept of progressive discipline.

17:01 When a supervisor finds it necessary to submit a disciplinary letter on an employee, it shall be in writing and it shall contain:

- (a) particulars regarding the work performance or other employment related action giving rise to the letter.
- (b) disciplinary and/or corrective measure utilized and recommendations for further action.
- (c) a statement certifying that the letter has been read by and discussed with the employee concerned.

It is understood that Performance Appraisals do not constitute a disciplinary document under the meaning of this Article.

- 17:02 An employee on whom a disciplinary letter has been submitted shall have the right to comment on it in writing. The employee's written comments shall be provided within five (5) working days of the receipt of the disciplinary letter.
- 17:03 The disciplinary letter and the employee's comments shall become part of the employee's personnel file and copies shall be forwarded to the Union.
- 17:04 In the event that no subsequent disciplinary letter is filed during a period of twenty-four (24) months, the disciplinary letter shall be removed from the file and will not become part of any subsequent disciplinary actions. In situations involving discipline for proven matters of a more serious nature such as sexual harassment or theft, the disciplinary letters shall not be removed from the file.
- 17:05 In situations where a supervisor/principal meets with an employee for the purpose of discussing a matter of formal discipline, the supervisor/principal shall notify the employee of their right to have a Union Steward present.

Formal discipline is understood to be any disciplinary action at the written reprimand level or above.

Union Stewards shall be given the opportunity to perform their required duties free from hindrance. It is understood that Union Stewards will make arrangements with the appropriate supervisor/principal when duties require them to be absent from their regularly assigned duties.

- 17:06 Any employee who is absent without leave other than for proven sickness, disability or injury for three (3) consecutive days will be considered to have abandoned their employment and will be terminated for cause, unless the employee can demonstrate that it was unreasonable to expect them to be at work.
- 17:07 An employee may be suspended for just cause. When an employee is suspended they shall be given the reason in the presence of their Steward. Such employee and the Union shall be advised by the Board promptly in writing of the reason for such suspension. Such employee shall have recourse to the grievance procedure.

- 17:08 An employee who has completed the probationary period may be dismissed for just cause upon the authority of the Board. The Union shall be provided the opportunity to have a Shop Steward present when an employee is being dismissed. Such employee and the Union shall be advised promptly, in writing, by the Board of the reason for the dismissal. Such employee shall have recourse to the grievance procedure, but Steps 1 and 2 of the grievance procedure shall be omitted in such a case.
- 17:09 Employees who have been unjustly demoted, suspended or dismissed shall be immediately reinstated in their former position without loss of seniority. They shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such dismissal or suspension, or by any other arrangement 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.
- 17:10 In cases where the conduct of a permanent employee warrants the immediate removal of the employee from the Board's premises, the employee shall be suspended, pending investigation of the details surrounding the incident. The union shall be promptly informed of such action. A decision on the matter shall be communicated to the employee and the Union by management personnel within three (3) working days of the suspension.

ARTICLE 18 – LABOUR MANAGEMENT MEETINGS

- 18:01 There shall be a Labour Management Committee consisting of representatives from the Board and representatives from CUPE 8443, for the purpose of resolving difficulties and promoting harmonious relationships.

18:02 Purpose of Meetings

The purpose of such meeting shall be to discuss and settle, if possible, matters of mutual concern which would not normally be handled through provisions in this collective agreement or through discussions with supervisory staff. In matters which are personal or particularly sensitive, strict confidentiality shall be maintained.

18:03 Meetings

Meetings will be scheduled at the beginning of the school year to occur on an intermittent basis throughout the year.

Minutes of meetings will be taken and distributed in a timely manner. Responsibility for minutes will rotate between the parties on an annual basis.

ARTICLE 19 – WORKING CONDITIONS/HOURS OF WORK

19:01 Definition of Employee Groups

Group A – Tradesmen

This group shall include all maintenance personnel holding journeyman certificates and other tradesmen.

Group B – Maintenance

This group shall include those employees who are non-certified in the respective trades in which they shall be engaged and shall include those who are assigned to check boilers. This group also includes the Maintenance Clerks, Rentals Clerk, Buyer, HVAC Support Technician and Summer Students.

Group C – Caretakers

This group shall include Building Operators and all Caretaker designations.

Group D – Driver Educators

This group shall include all Driver Educators.

Group E – Educational Assistants

This group shall include:

- EA II – employees hired to support students with special learning needs.
- EA III – employees hired to support special education programs.
- Pre-K EA III – employees hired to support Pre-K programs.

Group F – Information Services

This group shall include Electronics Repair Technicians, System Support Technicians, IS Coordinator and the Administrative Assistant - IS.

Group G – All other support staff

This group includes all other classifications not specifically listed above.

19:02 While, owing to conditions which exist in the operation of a school system, the existing working hours of the employees cannot be definitely specified except during certain periods. With the exception of weekend caretakers or unless otherwise agreed, employees shall receive two (2) consecutive days off every seven (7) days.

- (a) **Groups A and B** - the hours of work for full-time employees in Trades and Maintenance shall be forty (40) hours per week.
- (b) **Group C** - the hours of work for full-time employees in Caretaking shall be forty (40) hours per week.
- (c) **Group D** – the hours of work for full-time Driver Educators shall be thirty-seven and one-half (37.5) hours per week.
- (d) **Group E** – the hours of work for full-time Educational Assistants II and Pre-K Educational Assistants III shall be thirty (30) hours per week. The hours of work for full-time Educational Assistants III shall be thirty-five (35) hours per week.
- (e) **Group F** – the hours of work for full-time Information Services employees shall be forty (40) hours per week.

- (f) **Group G** – the hours of work for Nutrition Workers will be a minimum three hours per day. The Nutrition Workers will be employed on a 10 month basis working student contact days (184 days).

The hours of work for all other full-time support employees shall be a minimum of thirty-five (35) hours per week.

- 19:03 (a) Twelve (12) month employees shall have their work week restructured so that they shall work from Monday to 12:00 noon Friday, inclusive, during the months of July and August, except that the Friday in any week in August in which the instructional year begins, plus any previous Friday(s) in August shall be excluded as determined by administration.

The hours of work for these Friday afternoons shall be made up prior to July 1 of the school year in which they are taken, with the exception of those specified in (b) below. The required time to be made up shall be in increments of not less than 30 minutes and not more than 60 minutes per day. There shall be no change in salary rates or remuneration for those employees who make up this time. In situations where it is clear that an employee will not be employed during the period July 1 to August 31, that employee shall not be required to work the additional time.

Work back hours will be as agreed to by the supervisor/principal and the affected employee group.

- (b) Caretaking staff and summer students shall make up these hours during July and August by completing the required 40 hours per week from Monday to Friday at 12:00 noon.

- 19:04 Driver Educators shall work the teacher days and the summer months less the four (4) weeks of vacation. All permanent employees are employed on a twelve (12) month basis.

Driver Educators shall receive time off with pay during Christmas break, Spring break and Easter break.

- 19:05 Tradesmen and Maintenance Staff (Group A and B):

- (a) The Board agrees to arrange to have all maintenance equipment and materials hauled to and from all jobs, and agrees to arrange to supply transportation for all Maintenance employees who are required to move from one job to another during their working day.
- (b) The Union hereby agrees that such arrangement can include the use of vehicles owned by employees, by consent of the employee concerned.

- (c) Subject to Article 19:02 of this Agreement it is agreed that the hours of work shall be:

Monday to Friday inclusive,
7:00 a.m. to 3:00 p.m., with a 20-minute paid lunch break on the premises.

- (d) Notwithstanding the hours set forth above, it shall be the privilege of the appropriate supervisor, (in consultation with the union and/or tradesmen concerned,) to rearrange hours of work as may be made necessary by emergency, renovations, or repair, having regard also to school hours and seasonal conditions. However, such rearrangements of hours of work must be carried out only within reasonable limits and must at no time contravene the Labour Laws and regulations under which the Maintenance employees work.
- (e) The hours of work for the General Maintenance Worker assigned to caretaking duties in the Maintenance Shop shall be 7:00 a.m. to 4:00 p.m. with a 1 hour unpaid break and a twenty-minute paid lunch. The Board reserves the right to amend such hours, if necessary, in accordance with 19:05 (d).
- (f) In buildings where employees are assigned to work during a night shift, it is agreed that a minimum of two (2) employees will be so assigned.

19:06 – Caretaking Staff (Group C):

- (a) Duties of Caretakers shall be as outlined in the Caretaker's Manual. The Union shall have the opportunity to make representations on any proposed revision to the Caretaker's Manual.
- (b) Notwithstanding the schedule of hours set forth below, it shall be the privilege of the Building Operator and the Caretaking staff, with the approval of the Maintenance and Operations Manager, to interchange and rearrange the hours of work as may be mutually agreeable. However, such arrangements must be carried out only within reasonable limits.
- (c) The following schedule of hours shall apply to those months of the year when the school heating system is in full and continuous operation and when periodic boiler checks are required.
- (d) Further, notwithstanding the hours of work set forth below, if a school building is rented or used, the caretaker on duty must have one-half (1/2) hour after the building is completely vacated by the renters or users, in order to clean the rented or used area. Otherwise, overtime rates at time and one half (1 ½) shall apply for a minimum of one hour.

- (e) The hours of work shall apply from opening day of school to the closing day of school in the following year, and in accordance with the dates set by the Board conforming to provincial regulations, and during Christmas, Easter, or spring break, and summer vacation period in July and August, all caretaker shifts shall complete their eight hour shift by 4:30 p.m. provided that all rentals during the period are accommodated by regular caretakers, shifts to be adjusted as necessary.
- (f) Rentals:
 - i) Caretakers regularly on duty shall be responsible for work associated with the rental and for supervision of the building during the rental.
 - ii) If a caretaker is not regularly on duty, the Facilities Section shall assign another person to supervise and to clean the building so as to leave the building in the same condition as it was before rental.
- (g) In buildings where employees are assigned to work during a night shift, it is agreed that a minimum of two (2) employees will be so assigned.
- (h) Allocation of Staff Per School
 - (i) Caretakers shall be assigned to caretaking duties in Saskatoon Public Schools as necessary to complete the work and fulfill all duties required by the Board, in accordance with Division Administrative Procedure.
 - (ii) When two or more 8-hour employees work on the 3:00 p.m. - 11:00 p.m. shift, one will be an Assistant Building Operator.
- (i) Hours of Work
 - (i) Building Operators
 - 1) Building Operators shall be on duty between the hours of 7:00 a.m. and 3:00 p.m. with a twenty (20) minute paid lunch break on the premises.
 - 2) Building Operators in a one person school (John Dolan and Royal West) shall be on duty between the hours of 7:00 a.m. and 5:00 p.m. with a 2 hour unpaid break and a twenty (20) minute paid lunch break on the premises.
 - (ii) The hours of work for any day-time caretaker shall be from 7:00 a.m. to 3:00 p.m. with a twenty (20) minute paid lunch break on the premises.

- (iii) Full-time caretaking staff assigned to the evening shift shall be on duty between 3:00 p.m. and 11:00 p.m. with a 20 minute paid lunch break on the premises except that in the event of a rental beyond 11:00 p.m. at least one caretaker shall be on duty between the hours of 4:00 p.m. and 12:00 midnight with a 20 minute paid lunch break on the premises.
 - (iv) Part-time caretaking staff will be assigned to duties as required.
 - (v) Notwithstanding the above hours of work, it shall be understood that the hours of work of caretakers shall be as designated except that the Board reserves the right to change the hours of work if it deems advisable. The Union shall be consulted before action is taken under this paragraph.
 - (vi) Any rearrangement of working hours should be made only with approval of the appropriate supervisor.
- (j) Boiler Checks
The Board shall ensure that all schools are checked in accordance with government regulations:
- (i) Regular employees will be assigned these duties during the regular work week.
 - (ii) Qualified non-school division staff may be assigned for boiler checks on weekends and public holidays.

19:07 – Information Services Staff (Group F)

- (a) Subject to Article 19:01 of this Agreement, it is agreed that the hours of work shall be:
 - Monday to Friday inclusive,
8:00 a.m. to 4:00 p.m. with a 20 minute paid lunch break on the premises.
- Start and end times of shifts may vary by up to two (2) hours with mutual agreement provided no shift is longer than eight (8) hours.
- (b) Notwithstanding the hours set forth above, it shall be the privilege of the appropriate supervisor, (in consultation with the union and/or information services employee concerned,) to rearrange hours of work as may be made necessary by emergency, renovations, or repair, having regard also to school hours and seasonal conditions. However, such rearrangements of hours of work must be carried out only within reasonable limits and must at no time contravene the Labour Laws and regulations under which the Information Services employees work.

19:08 – All other support staff (Group G)

- (a) For all other classifications not listed it is understood that the Board and the Union agree to meet to discuss any changes to work arrangements or conditions of work for all employees who are represented by the Union.

19:09 An employee may have one work break in the first half of their work day and one work break in the second half of their work day. At no time will a break exceed fifteen minutes. Breaks must be used as assigned by their supervisor and cannot accumulate.

ARTICLE 20 – RATES OF PAY

20:01 The rates of pay shall be in accordance with Schedule A, B and C.

20:02 Effective the date of ratification, substitute employees will be paid at either \$12.90/hour or at 80% of the first step of the appropriate pay class (whichever is greater), for all hours worked.

20:03 The classification and rates of pay applicable to employees under this agreement shall be in accordance with Schedule A, B and C attached to the Agreement. All increment increases in accordance with Schedule A, B and C shall be effective the first of the month following the month the individual becomes eligible for the increment increase.

20:04 Twelve-Month Employees

Earnings and deductions shall be calculated on a daily rate which shall be determined by the following:

- (a) 7 hour employees: divide the negotiated monthly rate of pay by 151.66 and multiply the result by 7.
- (b) 7.5 hour employees: divide the negotiated monthly rate of pay by 162.50 and multiply the result by 7.5.
- (c) 8 hour employees: divide the negotiated monthly rate of pay by 173.34 and multiply the result by 8.

20:05 Ten-Month Employees

Employees who are employed on a ten-month school year basis and are laid off during school breaks shall receive payment of wages on an equalized monthly formula based on:

The number of paid days in the school year (197) + public holidays falling between September and the following June (10) = 207 days

7 hour employees: 207 days x 7 hours per day = 1449.00 hours per year ÷ 10 months = 144.90 hours per month

Vacation pay would be added to the monthly amount.

- (a) Days authorized to be worked prior to the start of the school year to a maximum of 35 hours, shall be paid no later than the 12th day of September, provided the required documentation has been submitted to Payroll by August 31st of that year.
 - (b) Adjustments to employees' monthly salaries would occur when employees commence or return from leaves of absence, terminate employment, or are absent from work due to approved long-term leaves of absence without pay.
- 20:06
- (a) In the event that an employee in all groups except Group C, is assigned in an acting or temporary capacity to a higher classification for more than three (3) consecutive working days, the employee shall be paid at the rate applicable to the higher classification for the full period so worked.
 - (b) In the event that an employee in Group C is assigned to an acting or temporary capacity to a higher classification as a result of sick leave, vacation or emergency during student contact days, the employee shall be paid at the rate applicable to the higher classification for the full period so worked.
- 20:07
- The monthly pay day shall be no later than the second last teaching day of any month. In those months where there are no teaching days, the monthly pay day shall be no later than the second last working day of that month.
- 20:08
- (a) New employees in Group C will be hired as Caretakers and any advancement will depend on a position being open.
 - (b) Caretaking and Maintenance employees assigned to the afternoon shift (11 a.m. – 7 p.m.) and the evening shift (3:00 p.m. to 11:00 p.m.) shall receive a shift differential of \$78.00 per month (45¢ per hour).

Payments of shift differentials shall be made on a 10-month equalized basis beginning in September and ending in June.

NOTE: The shift differential shall only be paid to employees when they actually work the shifts at the times noted.

- (c) Employees in the Maintenance section, indentured as Apprentices under the provisions of the Apprenticeship and Trades Training Act of Saskatchewan, shall receive pay in accordance with their classification or as required by the Act, whichever is greater.
- (d) The salary rate which is to be paid to Summer Student employees who are employed as additional staff shall be eighty percent (80%) of the rate agreed upon for the General Maintenance Worker, 1st year classification.
- (e) General Maintenance Worker will advance in the pay scale from General Maintenance Worker, 1st Year to General Maintenance Worker 2nd year; and Caretakers will advance in the pay scale after one (1) full year of equivalent full-time employment.

20:09 In the event that shift work beyond the traditional work day is initiated, a shift differential for employees affected shall be determined through collective bargaining and shall become part of this collective agreement. It is understood by all parties that interim shift adjustments, where necessary to accommodate special needs of the school or the Board that this article does not apply (i.e. excursions, meetings and initiatives outside of regularly scheduled working hours).

ARTICLE 21 - OVERTIME

It is understood that a day is defined from the hours of 12:01 am to 12 (midnight). The Board shall provide at least eight (8) hours of rest between shifts. Any hours worked prior to the eight (8) hours rest break will be paid at overtime rates.

- 21:01 (a) If a supervisor requires an employee to work for more than their regularly scheduled hours in any working day, overtime shall be paid at the rate on one and one-half (1 ½) times the regular rate for the first two (2) hours of overtime and all hours in excess of two (2) hours shall be paid at a rate of two (2) times the regular rate of pay.
- (b) In no case will an employee be paid overtime prior to working seven (7) hours in any given day.

(c) Driver Educators

If a supervisor requires an employee to work for more than thirty seven and one-half (37.5) hours per week to provide in class instruction or in car instruction, overtime shall be paid at the rate of one and one-half (1 ½) times the regular rate. Employees will not be paid for overtime when planning, marking and completing administrative details related to their work.

(d) Maintenance Clerks, Rentals Clerk and Buyer

If a supervisor requires an employee to work more than eight (8) hours of work in any working day, overtime shall be paid at the rate of one and one-half (1 ½) times the regular rate for the first two (2) hours of overtime and all hours in excess of two (2) hours shall be paid at the rate of double time.

21:02 Overtime on call-out shall mean time during which a Caretaking, Maintenance, Tradesman or Information Services employee is required to be at work on a regular day of rest or after leaving the place of employment following completion of a regular eight hour shift. Payment for over-time on call-out shall be for a minimum of two (2) hours at one and one-half (1 ½) times the regular hourly rate for the first two (2) hours and at two (2) times the regular rate for time in excess of two (2) hours except that for call-outs occurring between the hours of 12:00 midnight and 6:00 a.m. payment for all time shall be at two (2) times the regular hourly rate, for a minimum of three (3) hours.

21:03 Overtime shall not be worked unless authorized by the supervisor.

21:04 A form shall be used to record overtime hours. The form shall be submitted to Payroll. An employee who works overtime shall be paid out for overtime hours or take time in lieu at the above described overtime rates if the employee so wishes. The maximum number of days off that may be banked at any one time under this clause is five (5) days. Employees on a part time basis will have these days prorated. Time in lieu shall be taken as mutually agreed between the employee and the immediate supervisor. Banked overtime must be used or allocated by May 31st of each year for time up to and including June 30th. Any overtime worked in June will be paid out.

ARTICLE 22 – SICK LEAVE

22:01 Sick leave means the period of time an employee is absent from work with pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Act.

22:02 All full-time employees shall be credited with two (2) days per month from the date of hiring, with the unused portion of this sickness allowance to accumulate up to a maximum of one hundred and eighty (180) working days. Employees on a part-time basis will have such monthly credit prorated with a maximum accumulation of one hundred and eighty (180) days.

Temporary employees, after 3 months of service, will be eligible to receive up to two (2) days per month sick leave coverage (no accumulation).

22:03 The Board will keep a sick leave record and issue, upon request of the employee a statement of accumulated sick leave credits to each employee.

22:04 At the discretion of the appropriate supervisor/principal, an employee may be required to produce a medical statement from a duly qualified medical practitioner for any illness in excess of three (3) working days, certifying that the employee was unable to carry out duties due to illness. If the employee's physician charges a fee for the medical certificate which is over and above the fee paid by the Medical Care Insurance Commission, the employee may submit the receipt for such a fee to the appropriate supervisor/principal for reimbursement. In exceptional cases where an employee is deemed to have excessive sick leave usage, the Board may ask for a medical statement for any absence for a specified period of time.

22:05 At its discretion, the Board may require a second medical examination in order to confirm payment of sickness allowance, provided that such an examination shall be completed at Board expense.

22:06 Absence on account of illness shall first be charged against the current year's accumulation. Absence in excess of the current year's accumulation shall be charged to the employee's sick leave credit standing at the start of the year, but only up to the sick leave required to cover the 105 day elimination period of the LTD benefit plan. Should an employee's application for LTD benefits be declined, access to sick leave would still be applicable.

22:07 Notwithstanding the foregoing provisions, an employee on Worker's Compensation or sick leave, shall not continue to accumulate sick leave credits beyond a period of absence of six (6) months.

22:08 It is expected that employees will schedule medical, dental and optical appointments outside of the work day. An employee who is unable to schedule an appointment outside the work day may be granted leave with pay to attend the appointment and such leave will be deducted from the employee's sick leave entitlement.

22:09 Compulsory Quarantine

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.

ARTICLE 23 – PUBLIC HOLIDAYS

23:01 “Public Holidays” shall mean the following days:

New Year’s Day	Saskatchewan Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday (Monday immediately following Good Friday)	Remembrance Day
Canada Day	Christmas Day
	Victoria Day
	Boxing Day

and all other holidays proclaimed by the federal, provincial or civic authorities.

23:02 Subject to other provisions of this section, public holidays shall be observed without loss of pay.

23:03 Where a public holiday falls on an employee’s day off, another day off with pay shall be granted in lieu of the holiday to run continuously with the employee’s regular days off and such day off in lieu shall be treated as the public holiday for the purpose of the Agreement as it applies to that employee.

23:04 Employees who are required to work on a public holiday as designated in 23:01, shall be paid one and one-half (1 ½) times the regular hourly rate for time (to the nearest one quarter of an hour) up to two (2) hours; and two (2) times the regular hourly rate for time in excess of two (2) hours.

Boiler Checkers who are required to work on Statutory Holidays shall, in addition to their regular pay and benefits, receive pay at the rate of two (2) times regular hourly rate for such holidays. Employees shall be permitted to take an alternate day off in lieu of the Statutory holiday at straight time (1x) rate rather than receive pay, if the employee so desires. Time off shall be taken as mutually agreed between the employee and the supervisor.

ARTICLE 24 – VACATIONS WITH PAY

24:01 Effective the first of the month following date of ratification, it is understood that paid vacation does not accrue on unpaid leaves of absence. All employees shall after one year’s service, be entitled to annual vacation with pay, and in each year of consecutive service thereafter, on the following basis:

- (a) Those with over one year of service will be entitled to three (3) weeks vacation with pay.
- (b) Those with over eight years of service will be entitled to four (4) weeks vacation with pay.

- (c) Those with over sixteen (16) years of service will be entitled to five (5) weeks vacation with pay.
- (d) Those with over twenty-four (24) years of service will be entitled to six (6) weeks vacation with pay.
- (e) An employee will be entitled to an additional week vacation during the last year of employment prior to retirement with pension allowance as provided under the Board Pension Plan.
- (f) The anniversary date of computing vacation entitlement is July 1 next following the date of employment. Twelve (12) month employees who are in their 8th, 16th or 24th year(s) of service, but who have not completed their respective 8th, 16th or 24th year(s) of service by July 1st of that year, shall have the additional week of vacation, specified in 24:01 (a-d), pro-rated to the nearest one-half day based on the number of full months qualifying.
- (g) Employees not having a year of service prior to the vacation period shall be allowed vacation at the rate of one and one-quarter (1 ¼) working days for each completed month of service. An employee leaving the service of the Board at any time in a vacation year prior to taking vacation shall be entitled to payment of wages in lieu of earned vacation.

Employees may annually utilize up to one (1) of their earned vacation days each year in periods of not less than two (2) hours.

24:02 Effective the first of the month following date of ratification, all employees employed on a ten-month basis shall receive vacation pay in lieu of an annual vacation computed as follows:

- (a) Employees with over one (1) year of service - 3/52 of gross annual pay.
- (b) Employees with over eight (8) years of service - 4/52 of gross annual pay.
- (c) Employees with over sixteen (16) years of service - 5/52 of gross annual pay.
- (d) Employees with over twenty-four (24) years of service - 6/52 of gross annual pay.

24:03 Driver Educators

- (a) Employees with over one (1) year of service shall be entitled to four (4) weeks vacation with pay. The anniversary date of computing holiday entitlement is July 1 next following the date of appointment.
- (b) An employee shall be entitled to an additional week of vacation during the last year of employment prior to retirement, with pension allowance as provided under the Board's Pension Plan.

- 24:04 Each employee of the Caretaking and Maintenance staff shall arrange their annual vacation with the appropriate supervisor by May 1st of each calendar year.
- 24:05 The normal vacation period for 12 month employees is from the end of the school calendar to five (5) days before the start of the subsequent school calendar or when schools are not in session. Vacations to be taken during the normal vacation period shall be arranged with the employee's immediate supervisor/principal.
- 24:06 Notwithstanding the above, 12 month employees may be permitted to take vacations at other times during the year. Requests for vacation under this Article shall be made to the appropriate supervisor/principal.
- 24:07 Employees who resign shall be paid for unused vacation entitlement and shall not be permitted to extend the period of their employment through the scheduling of unused vacation entitlement.
- 24:08 In the event that an employee is hospitalized, quarantined or confined under medical care due to serious illness or injury during annual vacation period, the time spent in hospital, quarantine or confinement shall not be considered to be part of the vacation period, but shall be deemed to be sick leave and shall be charged against the employee's sick leave credit. The additional days required to complete the vacation entitlement shall be provided at a mutually agreed time during the year of entitlement or the appropriate payment shall be made in lieu. The onus will be on the employee to provide written proof of either the illness or injury which required hospitalization, quarantine or confinement and the fact that hospitalization, quarantine or confinement occurred as a result.
- 24:09 Carryover of vacations for employees may be permitted subject to the following:
- (a) Requests shall be made in writing to the appropriate supervisor/ principal prior to the start of the next vacation year.
 - (b) The number of employees from each department/school granted carry over privileges shall be determined by the appropriate supervisor/principal subject to approval by the Human Resources Department.
 - (c) The maximum number of vacation days which may be carried over is five (5) days. Employees on a part-time basis will have these days prorated. Requests beyond the five (5) days shall be directed to the Superintendent of Human Resources or designate.
 - (d) The frequency with which an employee may use carry over privileges will be determined by the appropriate supervisor/principal.

ARTICLE 25 – WORKERS’ COMPENSATION

- 25:01 Subject to the time restrictions specified in Article 25:02, an employee who is receiving benefits from the Worker’s Compensation Board as the result of an accident arising out of the performance of regular duties with the Board shall be paid by the Board an amount per month which is equal to the difference between his regular salary and the amount he receives from the Workers’ Compensation Board.
- 25:02 The payment by the Board provided in Article 25:01 shall continue during the period of disability or for a period of 12 months, whichever is shorter.

ARTICLE 26 - EMPLOYEE BENEFITS

- 26:01 All permanent employees shall participate in the Board’s Pension Plan; Long Term Disability Plan; and the Basic Life Insurance Plan, including Accidental Death and Dismemberment benefits, for self and family. Employees shall have the option to increase Life and AD&D insurance coverage on an individual family basis by paying the applicable premium as required by the insurance underwriter(s).

The cost of the premiums for the Basic Life, LTD and AD&D benefit plans shall be shared by the Board and the employees on a 50/50 basis. The cost of the premium for Dependents Insurance shall be paid by the employees.

- (a) The Board will provide a Dental Plan for all permanent employees working an average of fifteen (15) hours or more per week, including major restorative and orthodontic services at a 50% level of co-insurance. Orthodontic services lifetime benefit per person will be \$2,000 (Plan C). Major restorative services per person will be \$2,000 per year (Plan B).

The premiums for the Dental Plan shall be paid 100% by the Board, provided the cost of the premiums does not exceed 2.1% of payroll costs of the group.

- (b) Permanent employees regularly working a minimum of fifteen (15) hours or more per week, shall be covered under an Extended Health Care Plan. This plan will include a vision care benefit providing \$250 per person every twenty-four months. This plan will also include a Prescription Drug Card.

The premiums for the Extended Health Care Plan shall be paid 100% by the Board, provided the cost of the premiums does not exceed 2.1% of payroll costs of the group.

- (c) Should the assets of the percentages referred to above be short of the amount required for premiums, the parties agree to meet to determine steps to contain costs within the allocated amounts.
- (d) Permanent employees over the age of 65 shall continue to participate in the Board’s Extended Health, Dental and Basic Life plans.

- 26:02 Annually the Board shall provide each employee with an employee benefit statement which shall outline in simple, concise terms the benefits and costs of all employee benefits including pension plan statements, accumulated sick leave to January 1 of each year, vacation entitlement to July 1 of the present year.
- 26:03 The Union agrees to provide representation to a committee to consider changes to Long Term Disability and Group Insurance plans.
- 26:04 The Board agrees to cover the cost of an annual influenza shot for permanent employees regularly working a minimum of fifteen (15) hours or more per week.

ARTICLE 27 – LEAVES OF ABSENCE

27:01 Leave of Absence For Full-Time Union Positions:

- (a) An employee who is elected or selected for a full-time position with the Union that is not within the scope of Saskatoon Public Schools, shall be granted leave of absence for a period of one year. Such employee shall receive 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.
- (b) Upon the request of CUPE Local 8443 or the employee, such leave shall be extended by the Board for one additional year and further extension thereafter may be granted by mutual consent of the parties. Should the leave be granted beyond one year, the employee's position may be posted and when he/she returns, he/she will be placed in an equivalent job within their job classification.
- (c) Except by mutual agreement, no more than two employees shall be entitled to such leave at any one time.
- (d) Upon request to the Board, the President or Union designate of CUPE 8443 shall be granted up to a 1.0 leave of absence for one year provided the Union reimburse the Board for all pay and benefits during the period of absence. The Union shall submit the name of such designate or alternate annually, immediately after annual election/selection is provided for.

27:02 Union Leave:

- (a) Where possible and upon request to the Superintendent of Human Resources, five (5) working days in advance, employees elected or appointed to represent the Union at conventions, educational workshops or other Union business, may be allowed a leave of absence without loss of pay or benefits. The Union shall reimburse the Board for all pay and benefits during the period of absence.
- (b) A Union representative shall be granted up to one (1) day per month for union business without loss of pay or benefits. The Union shall reimburse the Board for all pay and benefits during the period of absence.

- (c) Representatives of the Union who are attending meetings during regularly scheduled hours, at the request of, and, with representatives of the Board and/or administration, shall do so without loss of pay or benefits.
- (d) The Union President or designate may be granted leave for Union business without loss of pay or benefits. The Union shall reimburse the Board for all pay and benefits during the period of absence.

27:03 Negotiation Leave:

An employee certified as a representative of the Union Local 8443, shall suffer no loss in salary for time absent from duties for the purpose of:

- (a) Participation in negotiations with the Board or its representatives. The number of employee representatives shall not exceed seven (7).
- (b) Participation in grievance, conciliation or arbitration proceedings on matters arising from this Agreement. Payment for attendance at arbitration hearings shall be limited to three (3) employees (excluding witnesses).

27:04 Public Duty Leave:

- (a) Upon written request of the employee, the Board shall allow leave of absence without pay so that an employee may be a candidate in federal, provincial or municipal elections.
- (b) An employee who is elected to public office shall, on request, be granted leave of absence without pay or benefits during the term of public office. Employees granted such leave shall be permitted to maintain their benefit coverage by paying the total cost of premiums for the period of the leave.

27:05 Compassionate Leave:

- (a) Where employees suffer a death or serious illness of a near relative (spouse, child, father, mother, sister, brother, in-laws, grandchild), compassionate leave of up to five (5) days shall be granted without loss of salary to allow time away from work to allow for care or grieving.

- (b) When leave granted under 27:05 (a) requires the employee to attend outside the province, such leave shall include, as well, reasonable travel time but total leave shall not exceed seven (7) days to allow time away from work to allow for care or grieving.
- (c) Where an employee suffers the death of a grandparent or relative with whom the employee has experienced a very close relationship subscribed to that of an immediate member of the family, compassionate leave of up to one (1) day shall be granted without loss of salary.
- (d) Requests for compassionate leave shall be directed to the immediate supervisor/principal. However, a request for a leave which would exceed any time limit stated under this Article shall be directed to the Superintendent of Human Resources for a decision.
- (e) When an employee is required to perform the duties of an executor, the employee shall be granted leave without salary of up to three (3) days in addition to any other compassionate leave granted in Article 27:05.
- (f) The Board and the Union support the provisions of the Employment Insurance Compassionate Care Benefits program.

27:06 Funeral Leave:

Up to one (1) day, as required, shall be granted without loss of salary to attend a funeral.

27:07 Jury or Court Witness Duty:

Leave for Jury Duty, to appear as a plaintiff or defendant, or to be a witness in Court shall be granted without loss of salary. The Board shall pay an employee the difference between the normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee is required to present a proof of service and the amount of pay received.

27:08 Examination/Education Leave:

- (a) Employees shall be granted leave of absence without loss of pay for up to one-half (1/2) day at one time to write examinations to up-grade their employment qualifications.
- (b) Employees, after two years of continuous service, may be granted Educational Leave, without pay, for up to one (1) year with no loss of seniority, to upgrade their education and/or skills. Requests for such leave shall be submitted to the Superintendent of Human Resources. The Superintendent of Human Resources shall advise all applicants as to the status of their applications. Employees granted such leave shall be permitted to maintain their benefits coverage by paying the total cost of the premiums for the period of the leave.

- (c) Permanent employees, with more than one (1) year of continuous service, shall be eligible for reimbursement of 50% of tuition fees when furthering their education in accordance with the terms of a Tuition Assistance Program. The Union will be consulted prior to any change to the program.

All reimbursements will be conditional upon successful completion of the course(s) undertaken.

The Board will suspend applications once the budget is fully subscribed.

- (d) The Superintendent of Education or designate may grant leave with pay and benefits to attend job related conferences or seminars. Partial assistance may be provided for registration fees.
- (e) Driver Educators who are required by Ministry of Education/SGL to attend professional development conferences shall be granted leave with pay and benefits and shall have expenses reimbursed in accordance with Board Administrative Procedure.
- (f) Employees shall receive one (1) day's leave of absence with pay to attend high school or post-secondary graduation ceremonies involving the employee or their immediate family, provided such ceremonies occur during the respective employees' regular working hours.

Employees requiring time off during regularly scheduled hours of work to attend a grade 8 farewell should consult with their supervisor/principal for the necessary time off.

27:09 Unavoidable Circumstances:

A short-term leave of absence without loss of salary for up to, but not exceeding, one (1) day may be granted by the appropriate Superintendent of Human Resources for absence due to unavoidable circumstances such as inclement weather, impassable roads, or other transportation failures and acts of God.

27:10 Citizenship Leave

Employees shall receive one-half (½) day's leave of absence with pay to attend Canadian citizenship ceremonies involving the employee or their immediate family

27:11 Other Leaves:

An employee may be granted leave of absence for reasons other than as provided under 27:01 to 27:10 inclusive. Requests for leave under this provision shall be submitted to the Superintendent of Human Resources or designate.

Reasons for leave of absence shall be stated in the request. Leave shall not be denied without valid reason.

Normally the total number of days granted for leave without pay shall not exceed five (5) calendar days per school year.

27:12 Personal Leave - Wellness

Each permanent employee shall be granted up to two (2) days of personal leave with pay per year, provided the employee used five (5) days or less of sick leave in the previous calendar year. Employees on a part time basis will have these days prorated. The timing of the days off shall be mutually agreed between the employee and the supervisor. These days must be used before December 31st of the year in which they were earned as they are not eligible for carryover from year to year.

ARTICLE 28 – PARENTAL LEAVE

28:01 General Provisions for Maternity, Adoption and Parental Leave:

- (a) For purposes of eligibility, layoffs during the months of July and August shall not be considered service or as a break in service.
- (b) While on maternity, adoption or parental leave, an employee shall accrue service for purposes of vacation entitlements, but no vacation credits will accumulate during the leave.
- (c) Seniority shall continue to accrue during the full period of all maternity, adoption or parental leaves.
- (d) The employee shall suffer no loss of benefit entitlement accrued prior to the commencement of maternity, adoption or parental leave. When the employee continues to pay benefit premiums, the board will continue to pay their portion of the benefit premiums.
- (e) While on maternity, adoption or parental leave, sick leave benefits will not accumulate.
- (f) Subject to the qualifying provisions of the pension plan, an employee on leave under this Article may elect to maintain pension contributions for the period in which they normally would have been employed, by paying both the employee's and the Board's share of the contributions.
- (g) Extensions may be granted by mutual agreement of the Board and the employee under Article 27:11. However, the maximum combined leave that will be granted under Article 28 shall not exceed twelve (12) months.
- (h) Notice of intention to return to work or a request for change in the length of the maternity, adoption or parental leave must be forwarded to the Superintendent of Human Resources, in writing, at least four weeks prior to the expiration of such leave.

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

28:02 Maternity leave:

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

28:03 Adoption Leave:

- (a) An employee who is adopting a child shall, upon written request, be granted leave with pay for a period of one (1) day to take custody of the child.
- (b) The Board may grant additional leave with pay should circumstances warrant.
- (c) An employee:
 - (i) who is currently employed and has been in the employment of the Board for a total of at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence, and

- (ii) who notifies the Superintendent of Human Resources of the intention to adopt as soon as is reasonably possible after the approval of the adoption has been granted, and
- (iii) who provides the Superintendent of Human Resources with as much notice as possible as to the commencement date of the leave,

will be entitled to adoption leave without pay.

- (d) Adoption leave may be for a period of up to eighteen (18) consecutive weeks.
- (e) Employees who are eligible for adoption leave shall be entitled to thirty-four (34) consecutive weeks of parental leave.
- (f) Employees who are not eligible for adoption leave are entitled to thirty-seven (37) consecutive weeks of parental leave.

28:04 Parental Leave:

- (a) Upon request to the Superintendent of Human Resources, an employee shall be granted parental leave of one (1) day with pay for the purpose of either attending at the birth of the employee's child or assisting the employee's spouse and child on return home from the hospital.
- (b) The Board may grant additional leave with pay should circumstances warrant.
- (c) An employee:
 - (i) who is currently employed and has been in the employment of the Board for a total of at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence, and
 - (ii) who makes written request to the Superintendent of Human Resources,will be eligible for parental leave without pay.
- (d) Employees who are eligible for maternity or adoption leave shall be entitled to thirty-four (34) consecutive weeks of parental leave.
- (e) Employees who are not eligible for maternity or adoption leave are entitled to thirty-seven (37) consecutive weeks of parental leave.
- (f) Parental leave may only be taken during the twelve (12) weeks before the estimated date of birth or the estimated date on which the child is to come into the employee's care, as the case may be, or during the fifty-two (52) weeks following the actual date of birth or the actual date on which the child comes into the employee's care.

- (g) An employee who wishes to take leave pursuant to 28:02 and also under 28:04 shall take the two leaves consecutively.

28:05 Supplemental Unemployment Benefits (SUB) Plan:

- (a) In recognition that there will be a physical and/or mental health related portion of any maternity leave during which a woman may be medically unfit for duty as an employee due to pregnancy, delivery or post-delivery, such employee shall be eligible for SUB Plan benefits if she is:
 - (i) on maternity leave;
 - (ii) medically unfit for duty for health-related reasons due to pregnancy, delivery or post-delivery; and,
 - (iii) in receipt of Employment Insurance benefits in serving the two-week waiting period.
- (b) Effective the first of the month following the date of ratification, every employee who is eligible for SUB Plan benefits in accordance with 28:05 (a) shall be entitled to such benefits for a period of twelve (12) weeks commencing the date of delivery, without being required to provide medical evidence. SUB Plan benefits will only be paid for days for which employees would normally receive pay.
- (c) A female employee shall apply to the board for SUB Plan benefits, using forms established by the Board, no later than one hundred and twenty (120) calendar days following the birth of her child.
- (d) The amount of SUB Plan benefits provided shall be the amount required to supplement the employee's Employment Insurance benefits to 95% of her salary entitlement, subject to the usual deductions required.

ARTICLE 29 – TRAVEL AND VEHICLE ALLOWANCE

- 29:01 Employees required by the Board to travel in the performance of their duties and who are authorized by the Director or designate to claim a travel allowance shall be paid such allowance as provided in 29:03.
- 29:02
 - (a) Employees authorized to receive a travel allowance and for whom normal monthly travel expectations can be predetermined shall be paid the monthly allowance as authorized.
 - (b) Employees authorized to receive a travel allowance and for whom normal monthly travel expectations may not be determined, shall submit a monthly statement of distance travelled for approval.

- (c) Employees who are required to regularly transport students, equipment or goods, using their personal vehicles, shall receive a mileage allowance in accordance with 29:03 and shall in addition receive one hundred dollars (\$100.00) per month vehicle allowance. The definition of regular transportation would be eight (8) times or more per month.

29:03 Travel allowance shall be paid in accordance with Administrative Procedure 509.

29:04 No payment shall be made for travel from home to a designated place of employment and return.

29:05 Driver Educators

- (a) Vehicles, fuel and maintenance of vehicle shall be supplied by the Board and it is understood that necessary fueling, maintenance and upkeep shall be done on Board time.

- (b) All driver educator vehicles shall be equipped with winter tires.

ARTICLE 30 – UNIFORMS AND EQUIPMENT

30:01 When any tools supplied by the Board or any tools which an employee is required to supply as a condition of employment have been stolen or broken in the service of the Board, they shall be replaced with tools of equivalent quality, at no cost to the employee, providing that negligence on the part of the employee was not a factor in the theft or breaking of the tools. In the case of employee negligence, the tools shall be replaced by the employee.

30:02 – Uniforms and Special Clothing (Caretaking and Maintenance Employees)

- (a) The Board will furnish and maintain without charge such uniforms as may be required by the Board.
- (b) The Board shall supply one pair of rubber and/or leather-palmed gloves to each member of the Caretaking staff, and other rubber boots or clothing as the Board may feel necessary.
- (c) The Board shall provide for the issue of one pair of coveralls to each member of the Maintenance staff other than painters upon request to the Maintenance and Operations Manager.
- (d) The Board shall provide for an original issue of two pair of white coveralls to each painter on the Maintenance staff and for a replacement of one pair annually thereafter.
- (e) The Board will make available for the use of Caretaking staff, coveralls which shall be obtained by requisition through the Maintenance and Operations Manager.

- 30:03 Cafeteria staff shall be paid a uniform allowance of three hundred dollars (\$300.00) per school year. Payment shall be in two (2) equal amounts, paid in September and February.
- 30:04 The Board agrees to provide identification cards to those employees who require them to perform their duties as determined by the supervisor/principal.
- 30:05 The Board agrees to provide up to one hundred and twenty-five dollars (\$125) as reimbursement to those Maintenance employees who require safety boots to complete their duties as determined by the supervisor. This reimbursement shall occur once every two (2) years.

ARTICLE 31 – SEVERANCE ALLOWANCE

- 31:01 The purpose of the Severance Pay Plan is to provide a severance allowance to employees who after specified years of service are no longer employees of the School Division.

The date on which the employee is hired by the School Division shall be designated as the “anniversary date” for the purposes of this section of the Agreement.

- (a) Upon having reached the tenth anniversary date and before reaching the fifteenth anniversary date the employee upon termination shall receive two weeks’ wages at the regular rate of pay.
 - (b) Upon having reached the fifteenth anniversary date and before reaching the twentieth anniversary date the employee upon termination shall receive three weeks’ wages at the regular rate of pay.
 - (c) Upon having reached the twentieth anniversary date and before reaching the twenty-fifth anniversary date the employee upon termination shall receive five weeks’ wages at the regular rate of pay.
 - (d) Upon having reached the twenty-fifth anniversary date and at any time thereafter the employee shall receive six weeks’ wages at the regular rate of pay.
- 31:02 Valid reasons for receiving the severance allowance upon termination shall be for retirement, permanent lay-off, or inability to work due to permanent illness or accident.
- 31:03 Severance pay shall be paid over to the employee within thirty days after termination of employment. It is agreed that severance pay due an employee who dies while in the employ of the School Division shall be paid to the estate of the deceased.
- 31:04 Special Circumstances Severance

In unusual or extenuating circumstances a permanent employee who signs an agreement to terminate employment will be entitled to severance pay in an amount to be determined through discussions between the Board and the Union.

ARTICLE 32 - TECHNOLOGICAL CHANGE

- 32:01 The Board undertakes to notify the Union three (3) months before the introduction of any technological change, which may affect the employment status of any employee. As well, the Board agrees that it will take measures to protect employees from adverse affects, which may result from technological changes.
- 32:02 When due to a change in operational procedures, new or greater skills are required than are already possessed by an affected employee under previous methods of operation, the Board shall provide training, retraining or transfer opportunities.
- 32:03 No additional employees shall be hired by the Board until the employees already working shall be notified of the proposed technological changes and allowed an Board-funded training period to acquire the necessary knowledge or skill for retaining their employment. The period of said training shall be negotiated between the Board and the Union.

ARTICLE 33 – OCCUPATIONAL HEALTH AND SAFETY

- 33:01 The Union and the Board recognize the importance of promoting the health and safety of its members and employees; and the Board recognizes its obligation to adhere to all safety and health statutes and legislation.
- 33:02 An Occupational Health and Safety Committee with representation from Local 8443 shall be established and maintained as provided for in the Occupational Health and Safety Act, 1996.
- 33:03 In the case of extreme inclement weather, discussion will occur with the Driver Educator Manager to determine the safety of in-car instruction.

ARTICLE 34 – REPRESENTATIVE WORKFORCE

- 34:01 (a) Preamble:

The parties will address proactive processes that support a representative workforce which shall include but not be limited to identifying employment opportunities, education and training, and preparing workplaces.

- (b) Workforce Representation:

The parties agree to the principle of a representative workforce for Aboriginal workers. The parties agree to develop, implement, monitor and evaluate proactive initiatives designed to ensure Aboriginal people are present in all occupations in their proportion to the provincial working population.

Therefore, when hiring new employees, the Aboriginal representative workforce principle shall be applied. Selection panels will include a qualified Aboriginal panel member where there are Aboriginal candidates, wherever possible.

The parties agree there will not be any positions designated for Aboriginal candidates only.

(c) Workplace Preparation:

The parties agree to implement cultural awareness education for all employees to deal with misconceptions and dispel myths about Aboriginal people and ensure a better understanding of respectful work practices.

(d) Elders:

At the request of the employee, an Elder may be present when dealing with issues affecting Aboriginal employees. The employee is responsible for contacting the Elder and any other necessary arrangements.

(e) Accommodation of Spiritual or Cultural Observances:

The parties agree to make every reasonable effort to accommodate an employee in order for them to attend or participate in spiritual or cultural observances required by faith or culture (at the discretion of their supervisor).

ARTICLE 35 – SEXUAL OR PERSONAL HARASSMENT

35:01 The Board agrees that no form of sexual or personal harassment shall be allowed in the work place or in work related situations. The principles and values of the Board 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.

35:02 Grievances related to sexual or personal harassment shall commence at Step 2 of the Grievance procedure. Grievances under this article shall be dealt with in strict confidence by both parties at all steps including arbitration.

35:03 In situations where sexual or personal harassment has been alleged and a grievance has been initiated, reasonable measures shall be taken to ensure that the employees directly involved in the situation shall not be required to work in close proximity to one another until such time as the grievance has been resolved.

35:04 Employees shall not be stigmatized as a result of proceedings, which may occur under this Article. Except for whatever actions may be prescribed under the grievance procedure, there shall be no repercussions against anyone directly involved in the situation which led to the grievance.

ARTICLE 36 – PARKING FEES

36:01 (a) Employees who are assigned a parking stall with an electrical outlet shall pay a parking fee of fifty-five dollars (\$55.00) per year, plus applicable taxes.

(b) The parking fee will be paid by payroll deduction.

- (c) Employees who work half (1/2) time or less and who are assigned a parking stall shall be assessed half (1/2) of the above parking fee.
- (d) The Union President will be assigned a parking stall at the same cost as outlined in 36:01 (a).

ARTICLE 37 – APPRENTICE EMPLOYEES

- 37:01 The Board will participate in the training of apprentices under the terms of The Apprenticeship Act of the Province of Saskatchewan. In general terms, the program will operate as follows:
- 37:02 The Board may designate apprenticeship positions in certain trades if a Journeyperson posting cannot be filled either internally or externally. The minimum level to be considered by the Board will be second year apprentices.
- 37:03 Apprentice employees will be hired as a permanent employee subject to Article 37:09. They will be granted the same rights and benefits as other permanent employees.
- 37:04 As a requirement to entering an apprenticeship program, the employee and the Board will sign the 'Form A - Contract Between Apprentice and Employer' provided by the Saskatchewan Apprenticeship and Trade Certification Commission.
- 37:05 Apprentice employees, indentured as Apprentices under the provisions of the Apprenticeship and Trades Training Act of Saskatchewan, shall receive:
 - Second year apprentice - 70% of journeyperson wage as outlined in Schedule A
 - Third year apprentice – 80% of journeyperson wage as outlined in Schedule A
 - Fourth year apprentice – 90% of journeyperson wage as outlined in Schedule A
- 37:06 When an apprentice employee is required to complete technical training at SIAST, the employee shall submit a leave request to the Superintendent of Human Resources for approval for an unpaid leave of absence.
- 37:07 Supplementary Unemployment Benefits (SUB)
 - Verification that the employee has applied for and is in receipt of Employment Insurance (EI) benefits will be made before SUB payments are paid.
 - The period an apprentice employee is eligible for the SUB plan benefits under 'Apprentice Employees' will be as outlined by Saskatchewan Apprenticeship and Trade Certification Commission up to a maximum of 10 weeks.
 - The amount of SUB Plan benefits provided shall be the amount required to supplement the employee's Employment Insurance benefits to 95% of their salary entitlement, subject to the usual deductions required.

37:08 Apprentice employees who are approved for a leave of absence to complete technical training shall undertake in writing to return to the employ of the school division for at least one year. In the event of default, the employee shall refund a portion of the amount of the SUB benefits received unless waived by the school division.

37:09 Where an individual employed under the Program has not achieved minimum trade standards or requirements, the contract will be terminated. An employee who transfers into an apprenticeship position and who is unable to achieve the minimum trade standards or requirements, shall be placed in a position within their former job classification. This includes but is not limited to:

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

(b) Failure to obtain a final passing grade at the Journeyperson Trade examination on the second attempt,

(c) Failure to be awarded Journeyperson Trade status upon completion of all formal trade requirements.

ARTICLE 38 – TERM OF AGREEMENT

38:01 This Agreement shall be in force and effect from January 1, 2011, up to and including August 31, 2013, and from year to year thereafter unless notification of desire to amend or terminate is given in writing.

38:02 Either party may, not less than thirty (30) days nor more than sixty (60) days before the expiry date hereof give notice in writing to the other to terminate this Agreement or negotiate a revision thereof.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and year first above written.

ON BEHALF OF:

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 8443**

**THE BOARD OF EDUCATION OF THE
SASKATOON SCHOOL DIVISION NO. 13**

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES (CLC)**

SIGNED THIS 29th DAY OF JUNE, 2011.

SCHEDULE "A"
Effective January 1, 2011

GROUP A	<u>Start</u>		<u>After 1 Year</u>	
	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>
Journeyman Trades				
Carpenter	5,168	29.81	5,318	30.68
Electrician	5,361	30.93	5,518	31.83
Industrial Mechanic	5,361	30.93	5,518	31.83
Painter	4,689	27.05	5,027	29.00
Plumber	5,361	30.93	5,518	31.83
HVAC Technician	5,361	30.93	5,518	31.83

*Apprentice – refer to 37:05

GROUP B	<u>Start</u>		<u>After 1 Year</u>	
	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>
Maintenance				
Heavy Equipment Operator	3,877	22.37	4,005	23.10
Driver	3,319	19.15	3,404	19.64
Shipper/Receiver	3,319	19.15	3,404	19.64
HVAC Support Technician	5,093	29.38	5,242	30.24
Preventative Maintenance Technician	3,489	20.13	3,690	21.29
General Maintenance Worker	3,089	17.82	3,290	18.98

		1	2	3	4
Maintenance Clerk I	12 Month	3,163	3,255	3,345	3,441
	Hourly	18.25	18.78	19.30	19.85
Rentals Clerk	12 Month	3,504	3,617	3,725	3,835
	Hourly	20.22	20.87	21.49	22.12
Maintenance Clerk II	12 Month	3,780	3,897	4,015	4,130
	Hourly	21.81	22.48	23.16	23.83
Buyer	12 Month	4,086	4,226	4,360	4,496
	Hourly	23.57	24.38	25.15	25.94

GROUP C	<u>Start</u>		<u>After 1 Year</u>	
	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>
Caretaking				
Building Operator 4 - 5 FTE's with Refrigeration Cert.	4,118	23.76		
Building Operator 3 - Supervising 5 or more FTE's	4,015	23.16		
Building Operator 2 - Supervising 3-4 FTE's	3,815	22.01		
Building Operator 1 - Supervising less than 3 FTE's	3,690	21.29		
Assistant Building Operator - with 5 th Class Certificate	3,490	20.13		
- with Fireman's Certificate	3,349	19.32		
Caretaker Fireman	3,290	18.98		
Caretaker	2,884	16.64	3,089	17.82
Rental Caretaker	Minimum Wage			

		1	2	3	4
GROUP D					
Driver Instructors					
		3,793	4,017	4,239	4,461
		23.34	24.72	26.09	27.45

		Sub Rate	1	2	3	4
GROUP E						
Educational Assistants						
Educational Assistant II	10 Month		2,825.90	2,911.62	2,988.48	3,065.33
Pre-K Educational Assistant III	Hourly	15.60	19.50	20.09	20.62	21.15
Educational Assistant III						

			<u>Start</u>		<u>After 1 Year</u>	
		<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>	
GROUP F						
Information Services						
Electronics Repair Tech. 3		4,463	25.74	4,567	26.35	
Electronics Repair Tech. 2		4,229	24.40	4,328	24.97	
Systems Support Tech. 2		4,862	28.05	4,961	28.62	
Systems Support Tech.		4,509	26.01	4,608	26.58	

			1	2	3	4
Administrative Assistant - IS	12 Month		3,780	3,897	4,015	4,130
	Hourly		21.81	22.48	23.16	23.83
IS Coordinator	12 Month		4,086	4,226	4,360	4,496
	Hourly		23.57	24.38	25.15	25.94

			Sub Rate	1	2	3	4
GROUP G							
Other Support Staff							
1.	Nutrition Worker	184 days		1,786.86			
		Hourly	12.90	13.16			
2.	Cafeteria Cook/Worker	12 Month		2,450	2,512	2,574	2,633
	Utility Clerk	Hourly	12.93	16.16	16.56	16.97	17.36
		10 Month		2,341.12	2,400.24	2,459.36	2,515.52
3.	Printer I	12 Month		2,625	2,702	2,774	2,849
	Resource Distribution Clerk	Hourly	13.85	17.31	17.82	18.29	18.79
		10 Month		2,508.13	2,582.03	2,650.02	2,722.44
4.	Library Technician	12 Month		2,767	2,848	2,927	3,010
	Purchasing Clerk II	Hourly	14.60	18.25	18.78	19.30	19.85
	Secretary I	10 Month		2,644.11	2,720.96	2,796.34	2,876.15
5.	Cafeteria Manager	12 Month		2,959	3,047	3,128	3,208
	CLRC Technical Assistant	Hourly		19.51	20.09	20.62	21.15
	Purchasing Clerk III	10 Month		2,827.38	2,911.62	2,988.48	3,065.33
	Student Services Secretary						
	Traditional Knowledge Keeper						
6.	Accounting Technician	12 Month		3,066	3,165	3,259	3,355
	Payroll Clerk	Hourly		20.22	20.87	21.49	22.12
	Senior Purchasing Assistant	10 Month		2,929.36	3,023.95	3,114.10	3,205.74
	Secretary II						
	HR Communications Clerk						

7.	Multi-Media Specialist Administrative Assistant	12 Month	3,307	3,411	3,513	3,614
		Hourly	21.81	22.49	23.16	23.83
		10 Month	3,159.92	3,258.95	3,356.49	3,452.56
8.	Administrative Assistant - Secondary	12 Month	3,510	3,614	3,716	3,816
		Hourly	23.14	23.83	24.50	25.16
9.	Graphic Artist/Printer Printer II	12 Month	3,575	3,697	3,815	3,934
		Hourly	23.57	24.38	25.15	25.94
10.	Sr. Accounting Coordinator Senior Payroll Clerk Restorative Justice Worker	12 Month	4,213	4,358	4,493	4,636
		Hourly	25.93	26.82	27.65	28.53
		10 Month	4,025.38	4,163.15	4,263.15	4,429.19

Retroactivity – To January 1, 2011 on all regular hours worked or paid to permanent or temporary staff actively employed as of the date of ratification, to employees who have retired since January 1, 2011 under the terms of the Board’s Pension Plan and to those who have died in service of the Board.

SCHEDULE "A"
Effective September 1, 2011

GROUP A	<u>Start</u>		<u>After 1 Year</u>	
	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>
Journeyman Trades				
Carpenter	5,413	31.23	5,572	32.15
Electrician	5,522	31.85	5,684	32.79
Industrial Mechanic	5,522	31.85	5,684	32.79
Painter	4,901	28.27	5,249	30.28
Plumber	5,522	31.85	5,684	32.79
HVAC Technician	5,522	31.85	5,684	32.79

*Apprentice – refer to 37:05

GROUP B	<u>Start</u>		<u>After 1 Year</u>	
	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>
Maintenance				
Heavy Equipment Operator	3,994	23.04	4,125	23.80
Driver	3,418	19.72	3,506	20.22
Shipper/Receiver	3,418	19.72	3,506	20.22
HVAC Support Technician	5,246	30.26	5,400	31.15
Preventative Maintenance Technician	3,594	20.73	3,801	21.93
General Maintenance Worker	3,181	18.35	3,389	19.55

		1	2	3	4
Maintenance Clerk I	12 Month	3,258	3,353	3,446	3,544
	Hourly	18.80	19.34	19.88	20.44
Rentals Clerk	12 Month	3,609	3,726	3,837	3,950
	Hourly	20.82	21.50	22.14	22.79
Maintenance Clerk II	12 Month	3,894	4,014	4,136	4,254
	Hourly	22.46	23.16	23.86	24.54
Buyer	12 Month	4,209	4,352	4,491	4,631
	Hourly	24.28	25.11	25.91	26.72

GROUP C	<u>Start</u>		<u>After 1 Year</u>	
	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>
Caretaking				
Building Operator 4 - 5 FTE's with Refrigeration Cert.	4,241	24.47		
Building Operator 3 - Supervising 5 or more FTE's	4,136	23.86		
Building Operator 2 - Supervising 3-4 FTE's	3,930	22.67		
Building Operator 1 - Supervising less than 3 FTE's	3,801	21.93		
Assistant Building Operator - with 5 th Class Certificate	3,595	20.74		
- with Fireman's Certificate	3,449	19.90		
Caretaker Fireman	3,389	19.55		
Caretaker	2,970	17.14	3,181	18.35
Rental Caretaker	Minimum Wage			

GROUP D
Driver Instructors

	1	2	3	4
	3,907	4,137	4,366	4,595
	24.04	25.46	26.87	28.28

GROUP E
Educational Assistants

		Sub Rate	1	2	3	4
Educational Assistant II	10 Month		2,910.67	2,998.97	3,078.13	3,157.29
Pre-K Educational Assistant III	Hourly	16.07	20.09	20.70	21.24	21.79
Educational Assistant III						

GROUP F
Information Services

	<u>Month</u>	<u>Start</u> Hour	<u>After 1 Year</u> Month	<u>Hour</u>
Electronics Repair Tech. 3	4,596	26.52	4,704	27.14
Electronics Repair Tech. 2	4,356	25.13	4,458	25.72
System Support Tech. 2	5,008	28.89	5,110	29.48
Systems Support Tech.	4,644	26.79	4,746	27.38

		1	2	3	4
Administrative Assistant - IS	12 Month	3,894	4,014	4,136	4,254
	Hourly	22.46	23.16	23.86	24.54
IS Coordinator	12 Month	4,209	4,352	4,491	4,631
	Hourly	24.28	25.11	25.91	26.72

GROUP G
Other Support Staff

		Sub Rate	1	2	3	4
1. Nutrition Worker	184 days		1,840.09			
	Hourly	12.90	13.55			
2. Cafeteria Cook/Worker	12 Month		2,524	2,588	2,651	2,712
Utility Clerk	Hourly	13.31	16.64	17.06	17.48	17.88
	10 Month		2,411.35	2,472.25	2,533.14	2,590.99
3. Printer I	12 Month		2,704	2,784	2,857	2,935
Resource Distribution Clerk	Hourly		17.83	18.35	18.84	19.35
	10 Month		2,583.38	2,659.49	2,729.52	2,804.11
4. Library Technician	12 Month		2,850	2,933	3,015	3,101
Purchasing Clerk II	Hourly	15.04	18.80	19.34	19.88	20.44
Secretary I	10 Month		2,723.43	2,802.59	2,880.23	2,962.43
5. Cafeteria Manager	12 Month		3,048	3,139	3,222	3,305
CLRC Technical Assistant	Hourly		20.10	20.70	21.24	21.79
Purchasing Clerk III	10 Month		2,912.20	2,998.97	3,078.13	3,157.29
Student Services Secretary						
Traditional Knowledge Keeper						
6. Accounting Technician	12 Month		3,158	3,260	3,357	3,456
Payroll Clerk	Hourly		20.82	21.50	22.14	22.79
Senior Purchasing Assistant	10 Month		3,017.24	3,114.67	3,207.53	3,301.91
Secretary II						
HR Communications Clerk						

7.	Multi-Media Specialist Administrative Assistant	12 Month	3,407	3,513	3,618	3,722
		Hourly	22.46	23.17	23.86	24.54
		10 Month	3,254.72	3,356.71	3,457.19	3,556.14
8.	Administrative Assistant - Secondary	12 Month	3,615	3,722	3,827	3,931
		Hourly	23.84	24.54	25.24	25.92
9.	Graphic Artist/Printer Printer II	12 Month	3,682	3,808	3,929	4,052
		Hourly	24.28	25.11	25.91	26.72
10.	Sr. Accounting Coordinator Senior Payroll Clerk Restorative Justice Worker	12 Month	4,340	4,488	4,628	4,775
		Hourly	26.71	27.62	28.48	29.39
		10 Month	4,146.15	4,288.05	4,421.79	4,562.07

SCHEDULE "A"
Effective September 1, 2012

GROUP A	<u>Start</u>		<u>After 1 Year</u>		
	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>	
Journeyman Trades					
Carpenter	5,576	32.17	5,740	33.11	
Electrician	5,687	32.81	5,854	33.77	
Industrial Mechanic	5,687	32.81	5,854	33.77	
Painter	5,226	30.15	5,585	32.22	
Plumber	5,687	32.81	5,854	33.77	
HVAC Technician	5,687	32.81	5,854	33.77	
Apprentice					
GROUP B	<u>Start</u>		<u>After 1 Year</u>		
	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>	
Maintenance					
Heavy Equipment Operator	4,114	23.73	4,249	24.51	
Driver	3,521	20.31	3,610	20.83	
Shipper/Receiver	3,521	20.31	3,610	20.83	
HVAC Support Technician	5,402	31.17	5,562	32.09	
Preventative Maintenance Technician	3,701	21.35	3,915	22.59	
General Maintenance Worker	3,276	18.90	3,490	20.14	
		1	2	3	4
Maintenance Clerk I	12 Month	3,357	3,453	3,549	3,649
	Hourly	19.36	19.92	20.48	21.05
Rentals Clerk	12 Month	3,717	3,839	3,953	4,069
	Hourly	21.44	22.15	22.80	23.47
Maintenance Clerk II	12 Month	4,010	4,135	4,260	4,381
	Hourly	23.13	23.85	24.58	25.28
Buyer	12 Month	4,335	4,483	4,626	4,771
	Hourly	25.01	25.86	26.69	27.52
GROUP C	<u>Start</u>		<u>After 1 Year</u>		
	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>	
Caretaking					
Building Operator 4	4,369	25.20			
- 5 FTE's with Refrigeration Cert.					
Building Operator 3	4,260	24.58			
- Supervising 5 or more FTE's					
Building Operator 2	4,048	23.35			
- Supervising 3-4 FTE's					
Building Operator 1	3,915	22.59			
- Supervising less than 3 FTE's					
Assistant Building Operator					
- with 5 th Class Certificate	3,703	21.36			
- with Fireman's Certificate	3,553	20.50			
Caretaker Fireman	3,490	20.14			
Caretaker	3,060	17.65	3,276	18.90	
Rental Caretaker	Minimum Wage				

		1	2	3	4
GROUP D					
Driver Instructors		4,024	4,261	4,497	4,733
		24.76	26.22	27.67	29.13
GROUP E					
		Sub Rate	1	2	3
Educational Assistants					
Educational Assistant II	10 Month		2,998.37	3,089.41	3,170.01
Pre-K Educational Assistant III	Hourly	16.55	20.69	21.32	21.88
Educational Assistant III					22.44
GROUP F					
		<u>Start</u>	<u>After 1 Year</u>		
Information Services		<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>
Electronics Repair Tech. 3		4,735	27.32	4,846	27.95
Electronics Repair Tech. 2		4,487	25.88	4,592	26.49
System Support Tech. 2		5,158	29.76	5,263	30.36
Systems Support Tech.		4,783	27.59	4,888	28.20
GROUP G					
Other Support Staff					
		Sub Rate	1	2	3
1.	Nutrition Worker				4
	184 days		1,895.77		
	Hourly	12.90	13.96		
2.	Cafeteria Cook/Worker				
	12 Month		2,599	2,665	2,731
	Hourly	13.71	17.14	17.57	18.00
	Utility Clerk				18.42
	10 Month		2,483.47	2,546.15	2,608.84
					2,668.54
3.	Printer I				
	12 Month		2,785	2,866	2,943
	Hourly		18.36	18.90	19.41
	Resource Distribution Clerk				19.93
	10 Month		2,661.07	2,738.68	2,811.81
					2,887.93
4.	Library Technician				
	12 Month		2,937	3,021	3,105
	Hourly	15.49	19.36	19.92	20.48
	Purchasing Clerk II				21.05
	Secretary I				21.05
	10 Month		2,805.84	2,886.44	2,967.03
					3,050.61
5.	Cafeteria Manager				
	12 Month		3,140	3,234	3,318
	Hourly		20.70	21.32	21.88
	CLRC Technical Assistant				22.44
	Purchasing Clerk III				22.44
	10 Month		2,999.86	3,089.41	3,170.01
	Student Services Secretary				3,252.09
	Traditional Knowledge Keeper				3,252.09
6.	Accounting Technician				
	12 Month		3,252	3,359	3,458
	Hourly		21.44	22.15	22.80
	Payroll Clerk				23.47
	Senior Purchasing Assistant				23.47
	10 Month		3,107.32	3,208.81	3,304.33
	Secretary II				3,401.34
	HR Communications Clerk				3,401.34

7.	Multi-Media Specialist	12 Month	3,508	3,619	3,727	3,833
	Administrative Assistant	Hourly	23.13	23.87	24.58	25.28
		10 Month	3,352.09	3,458.05	3,561.03	3,662.52
8.	Administrative Assistant - Secondary	12 Month	3,724	3,833	3,943	4,049
		Hourly	24.56	25.28	26.00	26.70
9.	Graphic Artist/Printer Printer II	12 Month	3,793	3,922	4,047	4,174
		Hourly	25.01	25.86	26.69	27.52
10.	Sr. Accounting Coordinator	12 Month	4,471	4,623	4,767	4,919
	Senior Payroll Clerk	Hourly	27.51	28.45	29.33	30.27
	Restorative Justice Worker	10 Month	4,271.13	4,416.65	4,554.17	4,699.68

SCHEDULE "B"

INCREMENTS

1. Following initial placement on the salary range, incremental credit will be granted on the following basis:
 - (a) Employees in Groups D, E and G, shall receive an increment after the first six months of service.
 - (b) Additional increments shall subsequently be granted on an annual basis to the maximum of the range.
2. Employees who are employed on a part-time basis, shall have their service pro-rated and recognized for incremental credit on the same basis as full-time employees. As of January 1, 2006, Educational Assistants who work .86 contracts will be considered full-time employees.
3. All increment increases in accordance with Schedule A shall be effective the first of the month following the month the individual becomes eligible for the increment increase.

SCHEDULE "C"

ALLOWANCES

Effective the first of the month following date of ratification:

1. Signing, Facilitating and Braille Allowance – An allowance of 60¢ per hour will be paid to Educational Assistants placed in positions requiring the ongoing use of signing, braille or oral facilitating skills, provided the Educational Assistant has taken and successfully completed the required training courses (minimum of Intermediate level for signing).
2. Lunch Period Supervision - Employees who agree to do lunch period supervision shall be paid at the substitute rate of the employee's classification. It is understood that any time worked during lunch period supervision shall not be considered when calculating overtime.

LETTER OF UNDERSTANDING

**BETWEEN: SASKATOON BOARD OF EDUCATION
SCHOOL DIVISION NO. 13**

**AND: CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 8443**

RE: DUTY TO ACCOMMODATE PROTOCOL

In circumstances where a member of the bargaining unit may be unable to perform the regular duties of his/her position due to a medically-documented mental or physical disability, the Board and the Union, together with the affected employee, shall meet to discuss and exchange all relevant information regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee. 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.

The parties to this protocol, and the affected employee, shall provide each other with all information relevant to the accommodation of the affected employee, including medical information pertaining to the employee's disability, and information regarding the requirements/duties of the employee's position.

SIGNED THIS 29th DAY OF JUNE, 2011.

ON BEHALF OF:

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 8443**

**THE BOARD OF EDUCATION OF THE
SASKATOON SCHOOL DIVISION NO. 13**

LETTER OF UNDERSTANDING

BETWEEN: SASKATOON BOARD OF EDUCATION,
SCHOOL DIVISION NO. 13

AND: CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 8443

RE: JOB SHARE

Job sharing is a voluntary arrangement between the Board and two employees of Saskatoon Public Schools, by which two employees agree to share the responsibilities and tasks of a full-time job in such a manner that each attends in the position for separate periods of time.

The Board will determine which job share agreements are in the best interest of the employees concerned, the class/program and the students affected.

The terms and conditions governing job share agreements will be as agreed to by the Union and the Board and shall form part of the Collective Agreement.

The terms and conditions of the Collective Agreement apply to the employees participating in a job sharing arrangement except as modified in the memorandum.

SIGNED THIS 29TH DAY OF JUNE, 2011.

ON BEHALF OF:

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 8443**

**THE BOARD OF EDUCATION OF THE
SASKATOON SCHOOL DIVISION NO. 13**
