

COLLECTIVE AGREEMENT

between

**PRINCE ALBERT ROMAN CATHOLIC
SEPARATE SCHOOL DIVISION NO. 6**

and

**CANADIAN UNION of PUBLIC EMPLOYEES
LOCAL 2913**

January 1, 2014 – December 31, 2017

THIS AGREEMENT MADE

BETWEEN

THE PRINCE ALBERT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION
NO. 6 OF SASKATCHEWAN

(hereinafter called the "Board")

OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2913

(hereinafter called the "Union")

OF THE SECOND PART

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ARTICLE 1 - PREAMBLE

In consideration of the maintenance of harmonious relations and settled conditions of employment, the parties to this Agreement recognize the mutual value of joint discussions and negotiations on all matters pertaining to working conditions, hours of work and wages.

ARTICLE 2 - INTERPRETATION

2.1 In this Agreement:

"Board" means Board of Education of the Prince Albert Catholic Separate School Division No. 6.

"Employee" means all School Caretakers and Shipper/Receivers, as defined in this Article, employed by the Board.

"Full-Time Permanent Employee" shall mean an employee who has successfully completed the four (4) months of **continuous** probationary period with the Board and continues to be employed on a full-time basis.

"Part-Time Permanent Employee" shall mean an employee who has successfully completed the equivalent of four (4) months of continuous probationary period with the Board and continues to be employed on a part-time basis. This employee shall earn benefits on a pro-rata basis calculated on a percentage of the hours worked.

"Substitute Employee" shall mean one who is hired to relieve a full-time permanent or part-time permanent position due to vacations, illness, statutory holidays, compassionate leave, or other special circumstances.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 The Union acknowledges that it is the exclusive function of the Board to manage the affairs of the Division and direct the work force to achieve the goals of the Division. The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.

The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any employee of his/her employment except through just cause or lay off due to shortage of work.

ARTICLE 4 - UNION RECOGNITION

4.1 Bargaining Agent

The Board recognizes the Union as the sole collective bargaining agency for those persons employed by the Board as caretakers and shipper/receivers.

4.2 Correspondence

All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Chief Financial Officer or Director of Education or designate and the **Local Union President** to the Union unless otherwise specified.

ARTICLE 5 - NO DISCRIMINATION

Subject to Section 17 of *The Saskatchewan Act*, Section 360 of *The Education Act*, and Subsection 16(5) of *The Human Rights Code*, the Board and the Union agree that there will be no discriminatory practices with respect to an employee because of his race, colour, sex, physical disability, nationality, ancestry or place or origin or activity in the Union.

ARTICLE 6 - UNION CO-OPERATION

6.1 Goodwill

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

6.2 Participation

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

6.3 Negotiations

The Board agrees that all contract negotiations will be done at a time and place mutually agreed upon by both parties.

ARTICLE 7 - UNION SECURITY

7.1 Union Membership

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

7.2 Notification

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 herein.

7.3 Dues Check-Off

The Board agrees that upon written request by the Union accompanied by signed authorization cards, monthly dues shall be deducted for and on behalf of all employees who are members of the Union, and such monies shall be paid to the Secretary-Treasurer of the Union not later than the 15th day of each month, accompanied by a list of the names of all employees for and on behalf of whom such deductions have been made. Monthly statements showing the names of all additions and deletions of staff shall also be forwarded to the Secretary-Treasurer of the Union.

ARTICLE 8 - QUALIFICATIONS, CLASSIFICATION AND WAGE RATES

8.1 Certificate of Qualification

Effective December 31, 1994, unless demanded otherwise by the *Boiler and Pressure Vessels Act*, all Head Caretakers and Sole Caretakers shall require a Fireman's Certificate. Employees who do not obtain a Fireman's Certificate will be restricted to Caretaker I positions.

Cost of the Fireman's Certificate course shall be reimbursed to the employee by the Board upon documented successful completion. A copy of the Fireman's Certificate shall be retained in the employee's personnel file.

Failure to maintain the required certificate will mean restriction to Caretaker I positions.

8.2 Wage Rates

The classification of employees to whom this Agreement applies and the wages and salaries of each classification shall be in accordance with the rates set out in Schedule "A".

8.3 Temporary Assignment

An employee required temporarily to fill a position paying a lower rate shall continue to receive the rate payable for his regular position.

An employee assigned to perform duties in a higher classification or position for three (3) consecutive days or greater shall be paid at the higher rate of pay for all hours worked in the higher classification.

ARTICLE 9 - HOURS OF WORK

9.1 Scheduled Hours

The hours of work for all caretakers and shipper/receivers shall be between the hours of 7 a.m. and 6 p.m., Monday to Friday each week, and shall consist of eight (8) hours per day or forty (40) hours per week.

In addition to the regular scheduled hours at St. Mary High School there shall be evening shifts of 8 hours between the hours of 3:00 p.m. – 12:00 midnight, with a paid one-half hour meal break. These shifts will be assigned Monday to Friday and/or Tuesday to Saturday

9.2 Overtime Rates

Opportunity for overtime is to be equally divided among the caretakers in each school.

Any authorized hours in excess of Article 9.1 shall be considered overtime and paid at the rate of **two times (2X)** the regular hourly rate.

Employees who have worked overtime will have the option to **be financially compensated in one of three ways:**

- **Monthly; or**
- **By the end of December pay period and end of June pay period; or**
- **By the end of November pay period, end of February pay period and end of June pay period.**

The request shall be made in writing on a school division provided form provided to the Chief Financial Officer by September 1st of each year to identify the method of payment for overtime. All overtime accruing to June 30 of any school year must be compensated for by August 31 of that year.

9.3 Planned Overtime

Employees will be notified as soon as possible but no later than twenty-four (24) hours in advance (except in cases of emergency) of any overtime hours of work.

9.4 Statutory Holidays

Employees who are required to work on a statutory holiday shall be paid at double time (2 X) in lieu of the statutory holiday.

9.5 Minimum Call In

A minimum of **two** (2) hours of overtime shall be paid for each occasion an employee is required to report for duty beyond the eight (8) hour working day. However, if the employee is called in a second time within the two (2) hours of the original call in, the employee shall not be paid an additional amount.

9.6 Hours of Work – Vacation Periods

Notwithstanding Article 9.5, a system of flexible hours may be worked out between the employees and the Supervisor of Facilities and Maintenance for the months of July and August and during school breaks at Christmas, Easter, and in February. It is further understood that such a system of flexible hours agreed to shall maintain a forty (40) hour work week or eighty (80) hours in one fortnight. Any hours worked in excess of eight (8) hours per day shall not be subject to overtime rates.

9.7 Compressed Day Option

On days during the school year when students and teachers are not in school, employees, apart from those working the evening shift at St. Mary High School, shall have the option of working a compressed day upon notifying the Supervisor of Facilities and Maintenance. Those working the evening shift at St. Mary High School may work a compressed day with the approval of the Supervisor of Facilities and Maintenance.

9.8 Extra Duties

Extra duties beyond the normal duties for a caretaker created by construction projects, portable installation or major renovations shall not be considered as normal duties for a caretaker. The Board of Education may therefore contract out the necessary “one time” cleaning duties before caretakers undertake normal duties related to the construction projects.

ARTICLE 10 - DUTIES

10.1 Change Notice

Where as a result of the Board introducing new equipment or major changes in operating methods, the Board will endeavour to anticipate such change and transfer employees so affected. The Board agrees to notify the Union and employees affected wherever possible at least sixty (60) days before the reduction in permanent staff takes place.

10.2 Supply Pick-up

Caretakers will not be required to pick up supplies.

ARTICLE 11 - STATUTORY HOLIDAYS

11.1 Definition

"Statutory Holidays" shall mean the following days:

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

11.2 Personal Day

Employees shall receive one (1) day with pay as personal leave per school year. Personal days not taken during the school year may be carried over for up to one year. Arrangements for the use of the personal day shall be with mutual consent between the caretaker and in-school administration.

11.3 Emergency Leave

An employee shall be entitled to one (1) day of special leave with pay per school year for emergencies beyond the control of the employee. Requests shall be made to the Director of Education through the in school administrator. The Director of Education may request a written explanation from the employee for the request.

ARTICLE 12 - ANNUAL VACATION

12.1 Definition

All employees shall be entitled to annual vacations as follows:

Less than one year of service	1 1/4 days per month
One or more years of service	3 weeks
In the 6 th year of service	4 weeks
In the 15 th year of service	5 weeks
In the 21 st year of service	5 weeks plus 1 day
In the 22 nd year of service	5 weeks plus 2 days
In the 23 rd year of service	5 weeks plus 3 days
In the 24 th year of service	5 weeks plus 4 days
In the 25 th and subsequent years of service	6 weeks

12.2 Scheduling

All annual **vacation time** accruing to June 30th of any one year must be taken **prior to the last five (5) working days of the first day of school for students**. Other vacation periods may be granted, upon written request, by agreement between the Supervisor of Facilities and Maintenance, the Director of Education or designate and the employee. Each employee shall arrange his/her annual vacation in consultation with the Supervisor of Facilities and Maintenance and Director of Education or designate on or before June 1st in any given year.

12.3 Vacation Request During the School Year

A caretaker shall be granted vacation during the school year for up to two (2) weeks during the time students are in school with two (2) weeks notice of the request to the Board and shall be granted if operationally feasible but will not be unduly withheld.

ARTICLE 13 - SICK LEAVE

13.1 Definition

An employee who becomes incapacitated at work through illness not covered by *The Worker's Compensation Act* shall be entitled to receive full pay for sick time to the extent that he/she may have established sick pay credits under this Article.

13.2 Accumulation

Employees shall accrue sick leave at the rate of two (2) days per month to a maximum of twenty-four (24) days per year.

13.3 Maximum Accumulation

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

13.4 Sick Leave Record

The total of such individual accrued credits will be supplied to each employee at the start of each school year.

13.5 Utilization

When sick leave is required, it shall be drawn from the current year's entitlement first. If more than twenty-four (24) working days sick leave is required, then sick leave will be drawn from the employee's unused accumulation which will not exceed one hundred and eighty (180) days in total.

13.6 Doctor's Certificate

Every employee claiming sick leave may be required to obtain a doctor's certificate stating that he was ill or injured and unable to work. The employee shall be advised within seven (7) days of reporting sick if the doctor's certificate is required. Any wilful abuse of the foregoing provision shall constitute just cause for dismissal or suspension.

In situations of long-term sick leave (beyond 20 days) the employee may be required to provide completed medical assessment forms as prescribed by the employer which will be used to assist in determining the employee's eligibility for sick leave.

If the Board of Education requests a second medical opinion, that opinion shall be obtained as a result of a personal attendance with a duly qualified medical practitioner mutually agreed upon by the Board and employee.

13.7 Sick Leave While on Vacation

Employees who are on annual vacation can substitute vacation time with accumulated sick leave if:

- a) hospitalized, or
- b) sick with an illness which would confine the employee to the residence or to bed rest for a duration of more than four (4) days. A medical certificate substantiating proof of confinement will be required.

The period of vacation so displaced shall either be added to the vacation period originally requested or reinstated for use at a later date, that date to be mutually agreed.

13.8 Sick Leave Notification and Substitution

Caretakers will notify the school principal or Supervisor of Facilities and Maintenance when they are reporting sick. The school principal or Supervisor of Facilities and Maintenance will call in a substitute caretaker according to the Board approved list.

The shipper/receiver will notify the Supervisor of Facilities and Maintenance and Central Office staff when reporting sick. The Supervisor of Facilities and Maintenance will call in a substitute shipper/receiver when necessary according to the Board approved list.

13.9 Protection of Seniority

An employee who has exhausted his/her sick leave entitlement and Long-Term Disability, and for medical reasons, is unable to return to work, shall be granted leave of absence without pay for a period not to exceed one (1) year from the date his/her sick leave entitlement was exhausted. During this period his/her vacation, position classification and seniority entitlements shall be maintained but shall not accrue to his/her credit.

Upon the written authorization of the attending physician or other physician selected by the Board, and after providing the Board with sixty (60) days written notice, the employee shall have the right to return to the service of the Board within the before-mentioned period and preference as to placement in a position consistent with his/her position classification and seniority.

13.10 Early Retirement Support Program

The Early Retirement Support Program will operate on the following terms:

- a) Participation is limited to permanent employees;
- b) Participation is mandatory;
- c) Part-time permanent employees shall participate on a pro-rata basis;
- d) Normally, withdrawals will only be made on termination of employment or retirement;
- e) Effective January 1, 2004 the program will be carried out utilizing a payroll deduction of \$45.00 per month per employee which will be matched by an additional \$45.00 per month per employee Board contribution, both in the name of the employee to the Saskatchewan School Boards Association RRSP.

ARTICLE 14 - SUPPLEMENTING WORKERS' COMPENSATION

14.1 Compensation Adjustment

When an employee is injured or incapacitated through the performance of his/her duties due to an accident that is recognized by the Worker's Compensation Board as compensable within the meaning of *The Workers' Compensation Act*, the Board will supplement the award made by the Worker's Compensation Board for the loss of wages to the employee for the period not exceeding six (6) months by such an amount that the award for loss of wages, together with the Board's supplement will equal the employee's regular gross wage for the previous month.

The Board shall maintain all Board contributions to the Municipal Employees Superannuation Fund, Canada Pension Plan, and Employment Insurance Plan and any other benefits for the period the employee is on compensation.

14.2 Calculations

In order to continue receiving his/her regular salary, the employee shall assign his/her compensation cheques to the Board. In return, the Board shall indicate the amount received from the Workers' Compensation Board on the employee's income tax (T-4) form.

14.3 Notification

Pursuant to Article 13.1, an employee having a compensable injury shall send a copy of all forms to the Board.

ARTICLE 15 - LEAVES OF ABSENCE

15.1 Union Leave

Upon request to the Board in advance, up to seven (7) working days may be allowed without pay to a maximum of two (2) employees at any one time to attend conventions, seminars or conferences, subject to operational feasibility.

15.2 Leave for a Union Position

An employee who is elected or selected for a full-time position with the Union or any labour body with which the Union is affiliated shall be granted an unpaid leave of absence for a period of up to one (1) year with no accrual of seniority. Such leave may be renewed each year during the term of office.

15.3 Union Representation Compensation

Employees who are elected to represent Local 2913 shall suffer no loss of pay for attending negotiations, grievance and arbitration proceedings.

15.4 General Leave

A written request for a leave of absence without pay may be granted subject to operational feasibility and subject to the approval of the Director of Education or designate.

15.5 Jury Duty

Leave will be granted for jury duty and the Board will compensate employees to the extent that no loss in pay will result from such duty. If the employee receives compensation other than expenses, the employee shall assign his compensation cheque to the Board. It is agreed that an employee serving on a jury will make application for all compensation available for such service.

15.6 Compassionate Leave

- a) **An employee shall be granted leave with pay as per the following schedule in the event of death in the immediate family (as defined below) of the employee or employee's spouse. The actual number of days granted shall be at the discretion of the Director of Education and based on the following:**
- **Parent, spouse or child** up to five (5) days, if required
 - **Brother, sister** three (3) to five (5) days, if required
 - **Grandchild** one (1) to three (3) days, if required
 - **Grandparent** one (1) day, plus travel time, if required
 - **Aunt, uncle, niece, nephew** one (1) day
- b) **For the purpose of this article, immediate family is defined as: spouse, parent, brother, sister, child, grandparent, grandchild, or a person with whom the employee has an especially close relationship in the family.**
- c) **Upon extenuating circumstances, employees may apply to the Board for extended compassionate leave**
- d) **Any leave granted under this article must be taken within the period commencing one week before and one week after the funeral relating to the death in respect of which the leave is granted.**
- e) **In the event that an employee is required to assist with, or officiate at, a funeral outside that covered in Article 15.6 a), compassionate leave to a maximum of one (1) day per occasion will be available. Should additional time be required, the employee may apply for personal leave without pay.**

- f) **A close friend's funeral may be attended, provided that the time required is one half (1/2) day or less, and that internal arrangements for coverage of the employee's duties can be made. If the funeral is outside of the Prince Albert area, the employee may apply for additional leave.**

15.7 Other Leaves

All other leaves will be granted as per Board Policy or Resolution.

ARTICLE 16 - INSURANCE PLANS

16.1 Municipal Employees' Pension Plan

All employees shall be subject to the requirements and benefits of the Municipal Employees' Pension Plan and revisions thereof and shall make the necessary contribution towards such plan as is therein provided.

16.2 Benefit Plan Provisions

The SSBA Group Benefit Plan will operate as follows:

<u>Benefit</u>	<u>Premium</u>
CORE COMPONENTS:	
a) Life Insurance	Employee 100%
b) Accidental Death & Dismemberment	Employee 100%
c) Long Term Disability	Employee 100%
d) Employee & Family Assistance Plan	Board 100%
e) Extended Health Care	*See Note 1
f) Dental Care	*See Note 1
g) Dependent Life	Employee 100%

*Note 1 - The above benefits (a to g) shall be that the premiums are shared on an approximate 50/50 basis between the employee and the Board.

ARTICLE 17 - DISCIPLINE

- 17.1 a) Except in cases of gross misconduct, the Board agrees that progressive discipline will be used in dealing with employees whose job performance and/or conduct is not satisfactory.
- b) No employee shall be disciplined or discharged without cause.

- 17.2 a) In all cases where the Board contemplates that an employee's conduct may warrant disciplinary action (verbal, written reprimand, suspension/dismissal) no steps shall be taken other than in the presence of a Union representative.
- b) The employee and the Union shall be notified in advance of any meeting to be held for the purposes of discipline and the reason for the discipline.
- c) The Local Union representative and the employee concerned shall be granted leave without loss of pay or benefits to attend such meetings and those meetings called in accordance with Article 18.2 entitled "Procedure - Step 1, 2, 3 and 4".
- 17.3 a) When an employee is disciplined or discharged, the Board shall advise the employee in writing of the reasons for the action taken and a copy shall be submitted to the Union at that time.
- b) If the employee concerned wishes to respond they may do so in writing and such response will become part of the documentation. At the employee's request a copy of his/her response will be forwarded to the Union.

17.4 Suspension Pending Investigation

Suspension pending investigation is not considered discipline. The Board shall render its decision regarding discipline no later than ten (10) working days from the date of the suspension, except as otherwise agreed between the Board and the Union. For benefit purposes while suspended without pay, the employee shall be treated as if on leave without pay. Where the suspension is without pay and the investigations reveal that no discipline is warranted or that the discipline is less than the time spent on suspension, the employee shall be paid for time lost and shall be credited with earned benefits by the Board.

- 17.5 In the event of dismissal under this article, payment of wages and holiday pay owing will be in accordance with the terms of this agreement.

ARTICLE 18 - GRIEVANCE PROCEDURES

18.1 Definition

A grievance shall be defined as a difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement.

18.2 Procedure

The Board and the Union agree that the grievance and arbitration procedure should be an efficient and expeditious mechanism for the resolution of grievances. Therefore, the agreed procedure for the resolution of all grievances shall be as follow:

Step 1

Any employee believing that he/she has a grievance shall, within ten (10) working days of the event, present his/her grievance to the Union or a Grievance Committee of the Union.

Step 2

If the Union or Grievance Committee considers the grievance to be justified, it may then present the matter in writing to the School Principal within a maximum period of seven (7) working days of the initiation of Step 1. A copy of the grievance shall be forwarded to the Director of Education or designate. The School Principal shall render a written decision within seven (7) working days.

Step 3

Failing agreement under Step 2, the grievance may be advanced by submitting it in writing to the Director of Education or designate, within seven (7) working days of having received the decision from the School Principal. The Director of Education or designate shall render a written decision within seven (7) working days.

Step 4

Failing agreement under Step 3, the grievance may be advanced by submitting it in writing to the Board or committee thereof, and the Board or committee shall arrange a meeting with the Union within thirty (30) working days. The Board or committee thereof, shall render a written decision within seven (7) working days.

18.3 Grievance Involving a Principal

If a grievance is filed with respect to a School Principal, the grievance shall move immediately to Step 3.

18.4 Board of Arbitration

In the event of any grievance not having been settled through the above procedure, the matter shall then be referred to a Board of Arbitration. Such Board shall be established in accordance with *The Saskatchewan Employment Act part VI Labour Relations*.

18.5 Decision Final and Binding

The Board of Arbitration shall:

- a) render a final and binding decision within thirty (30) working days;
- b) not have the power to change this Agreement, or alter, modify or amend any of its provisions; and
- c) be limited to dealing with the issues which are submitted to it for arbitration.

18.6 Union Representative

Except in the case of summary dismissal, a Union Representative shall be present when an employee is being disciplined by management. When a Union representative is not desired by the employee, then the employee shall be required to sign a statement indicating he has declined the right to have a representative present.

ARTICLE 19 - REDUCTION IN STAFF

19.1 Priorizing Staff Reductions

When reducing staff, senior employees shall be retained, where qualifications and ability are deemed to be sufficient by the Board to perform the required duties.

19.2 Recall

When increasing staff, employees laid off on account of reduction of staff shall be returned to service in order of seniority, where qualifications and ability are deemed to be sufficient by the Board to perform required duties for the position to be filled.

19.3 Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Board. An employee shall only lose his/her seniority in the event:

- a) he/she is discharged for just cause and is not reinstated;
- b) he/she terminates his employment with the Board;
- c) he/she is absent from work without notifying the employer unless such notice was not reasonably possible;

- d) he/she fails to return to work within seven (7) calendar days following a layoff after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the employer informed of his/her current address.

An employee recalled for casual work or employment of short duration at a time when he/she is employed elsewhere shall not lose his/her recall rights for refusal to return to work;

- e) Employees on lay off:
- (i) with less than one (1) year of service shall retain their seniority for a period of six (6) months.
 - (ii) with one (1) or more years service shall retain their seniority for one (1) year plus one (1) additional month for each year's service up to an additional twelve (12) months.

19.4 Advising the Board

Notification of recall shall be by registered mail addressed to the last address which the employee shall have provided to the Board, and a copy of such notice shall be given to the Union.

19.5 Legislated Lay-off Notice

Advance written notice shall be as follows:

- one (1) week, if employment is more than three (3) months continuous but less than one (1) year
- two (2) weeks, if employment is more than one (1) year but less than three (3) years
- four (4) weeks, if employment is more than three (3) years but less than five (5) years
- six (6) weeks, if employment is more than five (5) years but less than ten (10) years
- eight (8) weeks, if employment is ten (10) years or more

19.6 Employee Notification

Wherever possible, an employee leaving the employ of the Board will give as much written notice as possible with the minimum notice required to be two (2) weeks notice.

ARTICLE 20 - VACANCIES

20.1 Union Notification

Notice of all new positions or vacancies coming within the scope of this Agreement shall be supplied to the Secretary of the Union.

20.2 Posting

All vacancy postings shall be issued not later than seven (7) working days of the Board determining that a vacancy exists.

20.3 Posting Requirements

All postings shall set forth the exact title of the job, the rate and range of pay, the required qualifications, formal education, skills, abilities, the hours of work, the name or names of the school or schools and a closing date to be set not earlier than seven (7) working days from the date of posting.

20.4 Internal Applications

Employees shall be entitled to bid for such positions or vacancies by means of written application, a copy of which shall be submitted to the Director of Education or designate pursuant to Article 20.3.

20.5 Transfer of Caretaker

A consultation with the Union and notification to the employee affected shall occur prior to the Board initiated transfer being carried out. The Board may transfer employees from one school to another. When the Board makes the transfer, no employee shall suffer a reduction in salary, unless the Board confirms, in writing, that the transfer is a demotion. For purposes of this Article, salary does not include the money paid in accordance with Article 10.4. When an employee requests a transfer the salary scale of the Agreement shall be in effect.

Whenever possible, transfers will take place at the beginning of the Christmas break, winter break, Easter break or summer break.

This article will not apply to the evening shift at St. Mary High School.

20.6 Orientation

The employer will provide a one (1) day orientation to enable the employee to perform his/her duties and functions effectively. The orientation will take place during regular working hours at the location where the position is being filled and, wherever possible, be done by the employee being replaced. Furthermore, when required, the Supervisor of Facilities and Maintenance will arrange for further inservice.

20.7 Seniority Factor

New positions or vacancies shall be filled on the basis of seniority, provided that requirements as set out in Article 20.3 and the ability of the candidate are sufficient to perform the duties of the position. The Director of Education or designate shall, as soon as possible, notify the Union with the name of the person chosen to fill the position.

It is understood that new positions or vacancies will be filled within two weeks of the date of the closing of the posting unless otherwise agreed between the Union and the Employer.

20.8 Temporary Vacancies

When a temporary vacancy of four (4) months or longer exists or is created, the vacancy shall be posted and filled in accordance with Article 20 subject to the following:

- a) Additional postings shall not be required for the position of the employee transferred as a result of the original posting.
- b) When the temporary work becomes redundant, the employee shall be returned to his/her former position.
- c) Should the temporary position subsequently become a permanent position, it shall be posted and filled in accordance with Article 20.
- d) The Board agrees to review with the Union all temporary jobs which exceed one (1) year in duration, and semi-annually thereafter to determine if the position should be reclassified as a permanent position.

20.9 Assignment of Relief Work

When the Board determines that relief work is required it will offer the relief work, in order of seniority, to the part-time and substitute employees provided the employees have sufficient ability and the necessary qualifications.

20.10 Assignment of Relief Work for Holidays

When a caretaker is the sole caretaker of a school and has earned in excess of three (3) weeks holiday entitlement, the Board shall assist the sole caretaker with extra help of a caretaker for one week during the summer months.

In any school the Board shall assign extra caretaking during the summer where it is deemed there is not enough time for the scheduled work to be completed.

ARTICLE 21 - PROBATION AND PERFORMANCE EVALUATION

21.1 Probationary Period

An employee hired to a permanent position shall be on probation for the first four (4) months of employment.

Notwithstanding the above provision, the probationary period for an employee may be extended for an additional one hundred and eighty (180) calendar days by mutual consent between the Board and the Union. Such extension is to take the form of two 90-day extensions. Application for the first extension may be given at any time by either party prior to completion of the original four months of employment.

During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except that he/she shall not have recourse to the grievance procedure in the event of discharge. After completion of the probationary period, seniority shall be effective from the original date of employment.

21.2 Substitute Employee Seniority

Substitute Employees will not accumulate seniority while working as substitutes but their seniority shall be pro-rated in terms of actual days they worked. These days of substitute seniority can apply to the assignment of relief work in accordance with Article 20.9 "Assignment of Relief Work". The substitute seniority, however, does not apply to the selection of permanent employees in accordance with Article 20.7 "Seniority Factor".

21.3 Seniority List

The Board shall issue to all employees copies of the seniority list prior to the beginning of the school year.

21.4 Performance Evaluation Frequency

Written performance evaluations shall be conducted during the third (3rd) month of probation in order to establish possible permanent employment. Thereafter, performance evaluations shall be conducted every two years.

21.5 Performance Evaluation Responsibility

Evaluations conducted pursuant to Article 21.4 shall be the responsibility of the Supervisor of Facilities and Maintenance of the Board and the Principal of the school.

When an evaluation of an employee's work performance is made, the employee concerned shall be given the opportunity to read and discuss the evaluation. The employee shall be required to sign an acknowledgement that he/she has read and discussed the evaluation. Such signature does not constitute an agreement with the contents of the review.

21.6 Access to Personnel Files

An employee's personnel file maintained by the Board shall be available for examination by the employee according to the following:

- a) The employee shall submit a written request to the Director of Education or designate.
- b) The Director of Education or designate shall arrange with the employee for an appointment to examine the information in his/her presence at the school division office during regular business hours.
- c) The file contents examined may not be removed by the employee from the location of the examination.
- d) Materials examined by the employee may not be amended, deleted or copied without the approval of the Board.
- e) The presence of any confidential materials will be identified by the employee. No written materials regarding the caretaker which were submitted in confidence may be examined unless written permission is secured from the originator of such confidential material.
- f) The employee shall acknowledge the examination of information by signing a dated statement to that effect. Such a statement shall be retained in the employee's personnel file.
- g) An employee may submit a written comment with respect to any entry in the file, and such comment shall be attached to the relevant document and included in the file.

ARTICLE 22 - UNIFORM

22.1 Dress Code

The Board shall determine the dress code in consultation with the caretakers.

22.2 Clothing Requisition

Coveralls and smocks are available through requisition.

22.3 Safety Precautions

The Board shall observe all reasonable precautions and provide all safety devices which may be reasonably required for the protection of employees in the performance of their

duties. All employees will co-operate with the Board in the prevention of accidents and as occasion requires will make representations to the Chief Financial Officer of the Board as to suggested precautions.

22.4 Footwear Reimbursement

Employees required to strip floors are entitled to receive up to one-hundred and fifty (\$150.00) dollars including taxes for a footwear reimbursement every second year upon proof of purchase of footwear for the purpose of stripping floors.

ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEES

23.1 Occupational Health and Safety Committee

Occupational Health and Safety Committees shall be established under the terms of *The Saskatchewan Employment Act - Part III Occupational Health and Safety*.

23.2 Twinrix Vaccination

An employee, after his/her probationary period is over, is entitled to receive reimbursement (including taxes) for Twinrix vaccination once every ten (10) years upon proof of payment and proof it is for the employee.

ARTICLE 24 - JOB SECURITY

24.1 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit.

24.2 Contracting Out

The Employer shall not contract out work which is being performed by the classifications set out in this Agreement without the prior approval of the Union.

ARTICLE 25 - TECHNOLOGICAL CHANGE

25.1 Technological Change - Advance Notice

Three (3) months before the introduction of any technological change or new methods of operation which affects the rights of employees, conditions of employment, wage rates, or workloads, the Employer shall notify the Union of the proposed change.

25.2 Technological Change - Transfer Arrangements

An employee who is displaced from his/her job by virtue of technological change or improvements will be given the opportunity to fill vacancies covered by this Agreement according to seniority and qualification.

25.3 Technological Change - Training

When technological changes are implemented, every effort will be made by the Employer to retrain the required number of employees to satisfactorily perform their new duties as required of them by the Employer.

25.4 Severance Pay as a Result of Job Elimination Due to Technological Change

A regular employee with one (1) year or more of continuous service who is released or laid off because of technological change or automation shall be entitled to severance pay based on one (1) week's pay for each fifty-two (52) weeks of service with the Board. The amount calculated under entitlement shall not exceed a maximum of fifteen (15) weeks pay.

ARTICLE 26 - TERM

26.1 Duration

This Agreement shall come into force and take effect January 1, 2014 and continue in force until December 31, 2017.

26.2 Written Notice

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

26.3 Wage Re-Opener

Wage increases for all employees covered by this Agreement shall be given immediately with SCHEDULE "A" "MONTHLY RATES OF PAY revised accordingly, following the Agreement being reached between the Saskatchewan Teachers' Federation and the Government of Saskatchewan. These wage increases for employees covered by this Agreement will be the same percentage increases and effective dates as those agreed by the Saskatchewan Teachers' Federation and the Government of Saskatchewan. Should the duration of the term of the Agreement between the Saskatchewan Teachers' Federation and the Government of Saskatchewan be different than that of 26.1 "Duration" the Board and the Union agree to re-open this contract to conduct wage negotiations.

ARTICLE 27 – TRANSPORTATION

27.1 **The Shipper/Receiver** required to use **his/her** vehicle to conduct the employer's business on a continuing basis as a condition of employment shall be reimbursed at a rate of **fifty-four (\$0.54) cents** per kilometre.

A monthly car allowance of **two hundred (\$200.00)** will also be provided for the purpose of contributing to such items as car depreciation, car maintenance and repair, and business liability expense.

27.2 Where an employee is requested by the in-school administration or Supervisor of Facilities and Maintenance and agrees to use his/her own vehicle for the Employer's business after normal travel to work and before travelling home from work such employees will be paid **the Board approved rate** with a minimum of two dollars and fifty cents (\$2.50) per trip.

ARTICLE 28 - LONG SERVICE

An eligible employee is one who has been in the employ of the Prince Albert Roman Catholic Separate School Division No. 6 for a minimum of fifteen (15) uninterrupted years immediately prior to leaving the employ of the Division.

In the event that an employee has been on an approved leave from his/her duties with the Prince Albert Roman Catholic Separate School Division No. 6, for the purposes of this section, the period of such leave shall not be included in the calculation of years of service with the Division. Such approved leaves will not constitute a break in service.

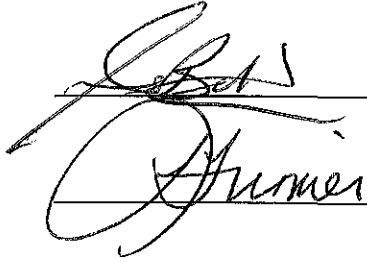
The amount of the Long Service benefit shall equal two-hundred and fifty (\$250.00) dollars times the number of complete years of service with the Prince Albert Roman Catholic Separate School Division No. 6. Part time employees shall have their benefit prorated equal to their percentage of time.

Upon receipt of their resignation, the Board shall accept the employee's intention to terminate employment and will provide a Long Service Benefit. The Long Service Benefit shall be the full amount of the benefit less all deductions prescribed by law. The payment shall be included in with the employee's last payroll payment.

Signed this 26 day of June, 2014

Signed on Behalf of:

THE PRINCE ALBERT ROMAN
CATHOLIC SEPARATE SCHOOL
DIVISION #6




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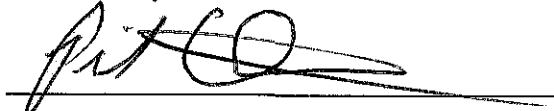


Witness

Signed on Behalf of:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2913






Changes in Writing:


All changes to an employee's scheduled hours of work shall be done in writing on the prescribed form.

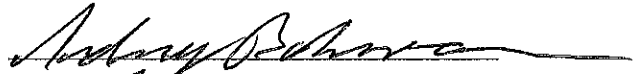
Dated at Prince Albert this 26 day of June, 2014.

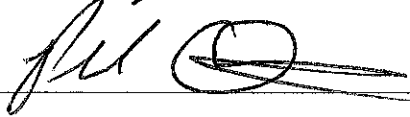
THE PRINCE ALBERT ROMAN
CATHOLIC SEPARATE SCHOOL
DIVISION #6

THE CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 2913









LETTER OF UNDERSTANDING #1

BETWEEN

THE BOARD OF EDUCATION OF THE PRINCE ALBERT
ROMAN CATHOLIC SEPARATE SCHOOL DIVISION #6

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2913

RE: HOURS OF WORK

It is agreed between the parties that for the term of this collective agreement the following shall apply to those employees requesting flexible hours of work or a flexible change in shift.

Definition:

Flexible hours of work or a flexible shift is a system designed to provide for the individual preference and work habits of employees while at the same time ensuring the efficient operation of the employer's service.

Implementation:

Flexible hours or shifts may be instituted at the employee's request and shall be mutually agreed between the principal of the school where he/she works and the employee.

The implementation of flexible hours or shifts will be done on a trial basis and shall be reviewed at the request of either the employee or the principal. Should there not be agreement to extend the change to scheduled hours, employees shall revert to Article 9 – Hours of Work of the Collective Agreement.

Hours of Work:

The normal hours of work for all employees shall be between the hours of 7:00 a.m. and 6:00 p.m., Monday to Friday each week, and shall consist of eight (8) hours per day or forty (40) hours per week.

At the employee's request and mutually agreed to by the principal of his/her school, an employee's hours of work or shift may be arranged outside of the normal hours of work as outlined above. It is further understood that such a system of flex hours or shifts shall maintain an eight (8) hour day or forty (40) hours per week, except as outlined in Article 9.6 – Hours of Work – Vacation Periods.

LETTER OF UNDERSTANDING #2

BETWEEN

THE BOARD OF EDUCATION OF THE PRINCE ALBERT
ROMAN CATHOLIC SEPARATE SCHOOL DIVISION #6

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2913

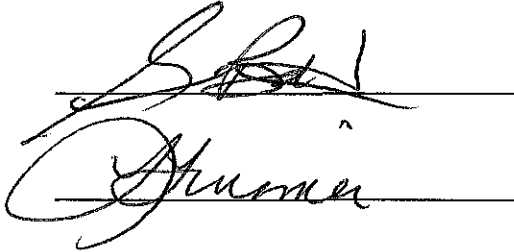
RE: EVENING SHIFT - ST. MARY HIGH SCHOOL

It is agreed between the parties that employees who work the evening shift at St. Mary High School will be scheduled to work on one of the following shifts:

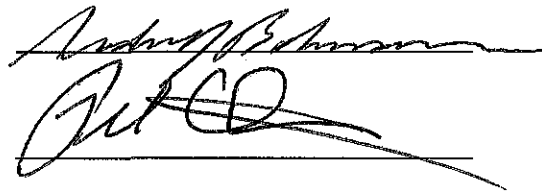
Monday to Friday or Tuesday to Saturday

Signed this 26 day of June, 2014

THE PRINCE ALBERT ROMAN
CATHOLIC SEPARATE SCHOOL
DIVISION #6



CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 2913



SCHEDULE "A" - RATES OF PAY

Effective September 1, 2013

Wages to be revised in accordance with Article 26.3 "Wage Re-Opener"

	<u>Probation</u>		<u>5-12 Months</u>		<u>Year 2</u>		<u>Year 3</u>	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Caretaker 1	\$20.35	\$3,524.73	\$20.47	\$3,547.41	\$20.76	\$3,597.65	\$21.41	\$3,711.09
Caretaker 1 with Fireman's Certificate	\$20.55	\$3,561.36	\$20.70	\$3,587.92	\$20.99	\$3,638.15	\$21.64	\$3,751.64
Sole Caretaker with Fireman's Certificate Shipper/Receiver	\$21.11	\$3,659.39	\$21.25	\$3,683.69	\$21.52	\$3,730.70	\$22.20	\$3,847.37
Head Caretaker with Fireman's Certificate	\$21.95	\$3,804.67	\$22.09	\$3,828.93	\$22.36	\$3,875.73	\$23.03	\$3,991.87

SCHEDULE "B" - SHIFT DIFFERENTIALS

Shift Differentials to be revised in accordance with Article 26.3 "Wage Re-Opener"	
Shift Differentials effective September 1, 2013	
Evening Shift	\$ 0.90 / hour
Saturday Evening Shift (in addition to regular evening shift)	\$ 0.41 / hour
St. Mary Head Caretaker (school with more than 5 caretakers)	\$3.30 / hour
Evening Shift Head Caretaker	\$0.65 / hour