

COLLECTIVE AGREEMENT

Between

The Canadian Union of Public Employees Local No. 5123

And

**The Board of Education of the Good Spirit School Division No. 204
of Saskatchewan**



August 1, 2013 to July 31, 2016

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PREAMBLE

The purpose of this Agreement is:

- a) To maintain and improve harmonious relations and settled conditions of employment between the Board and the Union;
- b) To recognize the mutual value of joint discussions and negotiations;
- c) To encourage efficiency in operation; and,
- d) To promote an amicable method of settling differences or grievances which may arise with respect to matters covered by this Agreement.

ARTICLE 1 – RECOGNITION

1.1 Description of Bargaining Unit

The Board recognizes the Canadian Union of Public Employees and its Local 5123 as the sole and exclusive bargaining agent for all **regular** Bus Drivers in the Canora, Invermay and Sturgis attendance areas.

1.2 Work of the Bargaining Unit

Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of **substitute driving**, instruction, experimenting, or in emergencies when regular employees are not available and provided that the performing of the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

1.3 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Board or its representative which may conflict with the terms of this Agreement.

1.4 Management Responsibilities

Subject to the Articles of this Agreement, the parties recognize the right, duty and responsibility of the Board to organize the operation of the work force in the Good Spirit School Division, to maintain order, discipline and efficiency, to manage and direct employees in their duties with the object of fulfilling the legal responsibilities of the Board and in general to do all those things, being lawful, which in the opinion of the Board further these aims.

1.5 Union Security

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

membership or apply for and maintain his membership in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

1.6 Check Off

The Board agrees, upon written request of the Local, to deduct from the pay of employees, the amount of Union dues so authorized. The total sum so deducted shall be remitted to the Union not later than the twentieth (20th) of the following month, accompanied by a list of all employees and dues deducted.

1.7 Prohibition of Strikes and Lockouts

The parties agree that during the term of this Agreement there shall be no strike, slow down, stoppage of work, work to rule or sympathy strike on the part of the Union and its members, nor a lockout by the Board.

1.8 Correspondence

All correspondence between the parties arising out of this Agreement shall pass to and from the Director of Education or designate and the Secretary of the Union unless otherwise specified in this Agreement.

1.9 New Employees

On the commencement of employment, the Board will identify the name of the shop steward as part of the new employee's employment package.

ARTICLE 2 – NO DISCRIMINATION

2.1 The Human Rights Code

The Board and the Union agree that there shall be no discrimination with respect to any employee by reason of age as provided in the Human Rights Code, race, creed, color, national origin, political or religious affiliation, sex or marital status, nor by reason of membership or activity in the Union.

2.2 References

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where necessary.

ARTICLE 3 – GRIEVANCE PROCEDURE

3.1 Definition

A grievance exists when there is a dispute or difference of opinion between the Board and the Union or any employee as to the interpretation, or application of any provision of this Agreement. A dispute involving a dismissal or discipline, or a general application or interpretation shall bypass Step 1 and 2.

3.2 Procedure

The procedure for the resolution of grievances shall be as follows:

Step 1

Before proceeding with a formal complaint, the Union shall first seek to approach the employee's immediate out-of-scope supervisor to discuss the potential means of resolving a complaint and to request assistance in resolving the matter on an informal basis.

Step 2

Failing agreement after Step 1, the Union shall seek to settle the grievance with the **Human Resources Manager** or designate. The Union will submit to the **Human Resources Manager** or designate, a written statement of the grievance and redress sought, within ten (10) working days of its occurrence and a hearing shall be held. **The grievance shall specify the Article and Section of the agreement alleged to have been violated, the circumstances and occurrence leading to the alleged violation.**

The employee concerned a local representative and the **Human Resources Manager** or designate shall meet to discuss the grievance within ten (10) working days of its receipt.

The **Human Resources Manager** or designate shall render a written decision within seven (7) working days after the hearing.

Step 3

Failing agreement after Step 2, application shall be made to the **Director of Education**, in writing, within ten (10) working days of the written decision under Step 2, or in the case of a dispute involving a dismissal or discipline, or a general application or interpretation, the Union will submit a written statement of the grievance and redress sought, within thirty (30) working days of its occurrence through the Director of Education.

The **Director of Education** shall give **their** decision in writing within seven (7) working days of the hearing.

Step 4

Grievances which are not resolved after Step 3 may be referred to a Board of Arbitration within ten (10) working days of the written decision under Step 3. Upon mutual agreement, the employer and the Union may choose to resolve the grievance through mediation prior to referring the grievance to a Board of Arbitration.

The Board of Arbitration shall consist of one (1) member appointed by the Union, who shall be appointed within ten (10) working days of the written decision under Step 3, one (1) member appointed by the Board, who shall be appointed within ten (10) working days of the appointment of the Union nominee, and a Chairperson, jointly named by the two members so appointed.

Where the appointees of the parties fail to agree, within ten (10) working days of their appointment, on the appointment of the chairperson, either party may request the chairperson of the Labour Relations Board to make the third member appointment.

3.3 Decision of the Board

The Board of Arbitration shall:

- a) not have the power to change this Agreement, or to alter, modify or amend any of its provisions;
- b) be limited to dealing with the issues which are submitted to it for arbitration; and
- c) render a final and binding decision within **ninety (90) working days**.

3.4 Time Limits

- a) The time limits fixed in the grievance procedure may be extended by consent of the parties to this Agreement.
- b) In the event the initiator of the grievance fails to follow the procedure and time limits established in this Article, the grievance shall be deemed to be abandoned.

3.5 Expenses

The Union and the Board shall each pay one-half (1/2) of the remuneration and expenses of the Chairperson of the Board of Arbitration.

3.6 Facilities for Meeting

The Board of Education will supply the necessary facilities for the grievance meetings.

3.7 Witness

Subject to prior approval by the Director of Education or designate, at any stage of the grievance procedure, the **Union** may have the assistance of the employee concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

3.8 Discipline and Dismissal

Discipline and dismissal shall only be for just cause. The Board agrees to adhere to the principles of progressive discipline. A dismissed or disciplined employee shall be given the reason for the dismissal or discipline in the presence of a Local Shop Steward or designate and the Union shall be advised promptly in writing of the reason.

ARTICLE 4 – DEFINITION OF EMPLOYEE CATEGORIES

4.1 Employee Categories

All employees covered by this Agreement shall fall into the following categories:

- a) Permanent
- b) Temporary

4.2 Permanent Employees

Permanent employees shall be those persons employed on a continuous permanent basis.

4.3 Temporary Employees

Temporary employees shall be those persons whose employment is for a known period of time with a start and end date of greater than **eighty (80)** consecutive days worked. Temporary employees may be discharged due to shortage of work and in accordance with *The Saskatchewan Employment Act* notice periods.

ARTICLE 5 – LAYOFF AND RECALL

5.1 Automatic Lay-off and Recall

Notwithstanding "Lay-off Notice" Article 5.2, bus drivers employed on the basis of the school year shall be deemed to be laid off for school vacation periods. This Article shall serve as notice of lay-off and recall. Recall shall be automatic except when notice of lay off has been given under Article 5.2.

5.2 Lay-off Notice

Permanent employees may be laid off indefinitely in accordance with *The Saskatchewan Employment Act* notice periods. The Union will be copied the notices.

5.3 Lay-off

When a reduction of permanent bus drivers is required, the least senior driver in the affected attendance area will be laid off provided the senior employees have the required qualifications, knowledge, education, skills, and abilities and there is no increase in costs to the school division in doing so.

5.4 Recall

- a) Prior to posting a permanent position pursuant to "Job Posting" Article 6.1, notice of recall shall be given to **regular** employees in that classification on lay-off in order of seniority by registered mail. The employee shall, within five (5) working days from the date of registration, advise the **Director of Education** or designate as to whether he wishes to return to work and in the event the employee wishes to return he must do so no later than fifteen (15) working days from the date of the registered mail advising of the recall.
- b) It shall be the responsibility of the employee to keep the Human Resource Manager informed of his current address. In the absence of doing so, the Board's obligation in Article 5.4 a) is fulfilled.

ARTICLE 6 – JOB POSTING AND APPOINTMENT

6.1 Job Posting

When the Superintendent of Business Administration or designate proceeds to fill a permanent vacancy, employees on layoff shall be recalled pursuant to "Recall" Article 5.4. If the position remains vacant, the Superintendent of Business Administration or designate shall notify the Union in writing, and at the same time as the vacancy is advertised publicly, post a notice of the vacancy for a minimum of seven (7) calendar days to allow existing employees an opportunity to apply.

6.2 Appointment

The appointment shall be made from applicants the **Director of Education** or designate considers to possess the required qualifications, knowledge, education, skills and abilities, in the event there are two (2) or more applicants **Director of Education** or designate considers to possess the required qualifications, knowledge, education, and skills and abilities, seniority shall be the deciding factor in the appointment. **Regular** employee applicants shall have preference over temporary employee applicants.

Further to the clause above, bus drivers will be assessed according to such criteria as distance to the route, driving record, related education and conduct.

6.3 Financial Obligation

The Board will assume no additional financial obligation (i.e. return home mileage) as a result of a bus driver accepting a position not within their attendance area. The Board will define attendance areas.

ARTICLE 7 – PROBATION

7.1 All newly hired employees shall be on probation for the first six (6) consecutive months worked and will have no seniority rights during this period. During the probationary period, the employee may be discharged for general unsuitability. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement except that they shall not have recourse to Article 3 entitled “Grievance Procedure” with respect to discharge or termination of employment. After successful completion of the probationary period, seniority shall be effective from the original date of hire. The probation period may be extended for a further period of up to six (6) months upon agreement of the Director of Education or designate and the Union.

ARTICLE 8 – SENIORITY

8.1 Definition

Subject to “Probation” Article 7, seniority shall be determined on the basis of:

- a) Permanent Employees: continuous service commencing from the last date of hire with the Board.
- b) Temporary Employees: continuous service commencing from the last date of hire with the Board subject to “loss of Seniority” Article 8.3 (f);

8.2 Seniority List

- a) An employee seniority list shall be posted once each year, on or before **the end of September**, in a place or places accessible to all employees and shall be open to protest for a period of thirty (30) calendar days from the date of posting. The seniority on the previous year’s list is not open to any challenge. On presentation by the Union of proof of error, a correction shall be made immediately. The seniority listed including corrections is deemed correct. A copy of each seniority list along with any corrections shall be sent to the Union’s Recording Secretary.

- b) **For the purpose of determining the seniority of two (2) or more employees who have the same bargaining unit wide seniority, their birth month and day will be used. The employee with the earliest birth month and day will be considered senior.**

8.3 Loss of Seniority

Seniority rights shall be lost only in the event:

- a) An employee is discharged for just cause;
- b) An employee resigns from his employment with the Board **and the resignation is accepted;**
- c) An employee retires from his employment with the Board;
- d) An employee fails to comply with Article 5.4 entitled "Recall";
- e) A permanent employee is laid off for a period longer than twenty-four (24) consecutive months. This time limit shall be extended by only the time worked as a temporary employee during the lay off period.
- f) A temporary employee has not worked for the Board within twelve (12) consecutive months.

ARTICLE 9 – ANNUAL VACATION, STATUTORY HOLIDAYS AND CHRISTMAS CLOSURE

9.1 Vacation Entitlement

Annual vacation entitlement will be in accordance with the following:

- a) Up to and including seven (7) years of employment – 3/52nds of yearly earnings.
- b) From the eighth (8th) anniversary of employment and up to and including sixteen (16) years of employment – 4/52nds of yearly earnings.
- c) From the seventeenth (17th) anniversary of employment and up to and including twenty-five (25) years of employment – 5/52nds of yearly earnings; and,
- d) From the twenty-sixth (26th) anniversary of employment – 6/52nds of yearly earnings.

Bus drivers shall receive vacation pay in lieu of annual vacations. The applicable vacation pay is to be paid each pay period.

9.2 Public Holidays

Employees shall be paid for public holidays in accordance with *The Saskatchewan Employment Act*. Therefore, employees who are laid off during the school vacation periods of Christmas break, February break, Easter break and summer break will not be paid for public holidays during those layoff periods.

ARTICLE 10 – SICK LEAVE

10.1 Definition

Sick leave is defined as a period of time an employee is absent from work with pay by virtue of personal illness, quarantine, disability or because of an accident for which compensation is not payable under *The Workers' Compensation Act, 1979* or *The Automobile Accident Insurance Act*.

10.2 Basic Entitlement

Permanent and temporary employees shall be entitled to sick leave in the amount of two (2) days for each month worked.

10.3 Accumulated Entitlement

The unused portion of an employee's annual sick leave shall accumulate to a maximum of one hundred and fifty (150) days.

10.4 Proof of Illness

The **Director of Education** or designate may require the employee to provide a medical certificate **for any illness** where three (3) **or more** working days of illness are claimed pursuant to this Article in a thirty (30) calendar day period **or when there are attendance concerns**. The **Director of Education** or designate may require a second medical certificate from a medical practitioner selected by the **Director of Education** or designate and at the expense of the Board.

The parties recognize the duty to accommodate and the employer, the union and the employee agree to participate in accordance with the legal requirements.

10.5 Notification

Every employee who is absent on account of illness shall notify his immediate out-of-scope supervisor without delay. Failure to do so, without good cause, shall deprive the employee from the benefits to which he would normally be entitled for that illness prior to the time due notice is received by the supervisor. Pursuant to Article 12.1 (f), entitled "Spare Drivers", in the case of illness the bus driver is required to complete the designated form identifying the dates and spare driver contacted to drive the route.

10.6 Statement

Employee's monthly pay statements shall show the number of sick leave days accumulated. If an employee believes that the number shown is incorrect, he shall provide evidence of error to the Superintendent of Business Administration or designate within the academic year the statement was issued otherwise the number shown will be deemed correct and not be open to any retroactive challenge.

ARTICLE 11 – LEAVES OF ABSENCE

Drivers seeking leave subject to this Article shall arrange for a spare driver as a condition of their requested leave pursuant to Article 12.1 (f) entitled "Spare Drivers".

11.1 General Leave

The **Director of Education** or designate may grant a leave of absence without pay to any employee requesting such leave. All requests for leave under this Article must be made in writing and must be approved by the **Director of Education** or designate before any leave is taken.

11.2 Personal Leave

An employee shall be granted up to one day leave of absence with pay to a maximum of four (4) days in any one (1) academic year for the personal reasons listed below. Such leave will not be consecutive days unless authorized by the **Director of Education** or designate.

- a) To attend secondary graduation or post-secondary convocation of self, child or spouse; **the number of such days in any one (1) academic year shall not exceed two (2).**
- b) To attend medical, dental and optical appointments which cannot be scheduled outside of working hours or for a specialist appointment outside of the school division for the employee's dependent parent, child or spouse.
- c) To attend to the illness or injury of the employee's dependent parent, child or spouse.
- d) To attend a funeral as a mourner or pallbearer. **The number of such days in any one (1) academic year shall not exceed two (2).**

11.3 Maternity, Parental and Adoption Leave

An employee shall be entitled to maternity, parental and adoption leave in accordance with The Saskatchewan Employment Act of the Province of Saskatchewan.

11.4 Bereavement/Compassionate

a) Definition:

For the purposes of this Article, immediate family (including common-law) is defined as father, mother, brother, sister, son, daughter, husband, wife, **and** grandchildren, legal guardian, or ward.

For the purpose of this section, extended family is defined as grandparent, uncle, aunt, niece and nephew, as well as those members of the spouses' immediate and extended family.

b) Application:

An employee shall be granted compassionate leave with pay for up to five (5) consecutive working days per occasion to attend a critical illness and/or death in the immediate family.

An employee shall be granted compassionate leave with pay for up to three (3) consecutive school days, per occasion, in the event of a serious illness, death and funeral in the extended family.

For the purpose of this Article, "critical illness" shall mean an illness or circumstances that a physician deems life threatening or where a physician believes death to be imminent.

c) Additional Leave:

The Director of Education, at his/her discretion, may grant compassionate leave without pay in excess of five (5) days and in instances other than immediate family.

In extenuating circumstances such as extensive travel, an Employee may be granted leave with pay in excess of two (2) days for extended family. In order for such a request to be considered, the Employee shall supply the details of the request to the Director of Education.

11.5 Jury/Witness Duty Leave:

An employee who is absent from work as a result of being subpoenaed to be a witness in court or of being required to serve on a jury shall be paid his normal salary while absent subject to the following conditions:

- a) The employee shall pay to the Board any remuneration other than expenses, which he receives, for such absence. With respect to the Court of Queen's Bench, the employee, if appearing as a witness, shall make application in accordance with "The Queen's Bench Fees Regulations" for witness fees.
- b) The employee shall notify the Board as soon as possible after receipt of notice for such absence.

- c) This Article does not apply to an employee:
 - i) Who has a direct or indirect interest in the outcome of any proceedings, and who has not been subpoenaed; or,
 - ii) Who appears as an accused in any proceedings.

11.6 Negotiation Leave:

If the parties agree to meet to conduct negotiations during working hours, the Board will provide leave without loss of pay for up to four (4) employees for their time spent in direct negotiations. The Union will advise the Director of Education or designate of the membership of the Union Bargaining Committee.

11.7 Union Leave:

- a) An employee who is elected for a position with the Union shall be granted leave of absence for a period of up to one (1) year. Such leave may be extended for one additional year upon written request of the employee. 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) Application must be made in writing to the Superintendent of Business Administration or designate at least thirty (30) working days in advance.
- c) Subject to the work requirements of the school division, employees elected to represent the Union at Conventions or Educational workshops shall be allowed a leave of absence without loss of pay or benefits. Application must be made in writing to the **Director of Education** or designate at least ten (10) working days in advance. The Union shall reimburse the Board for all pay and benefits during the period of absence. Leave shall be granted subject to the following conditions:
 - i) Only **one (1)** employee shall be allowed this leave at any one time.
 - ii) Up to a maximum of five (5) consecutive days may be taken at any one time.

ARTICLE 12 – WORKING CONDITIONS

12.1 Bus Drivers:

a) Definition:

The period of employment shall be defined as the academic year as defined by the Board pursuant to Section 2 of The Education Act, 1995.

b) Employee's Responsibilities:

The normal daily responsibilities of a driver are from the time shown on the driver's pick up and drop off schedule from time of first pick up to school terminal and from time of leaving school to final drop point, and includes time for cleaning, warm up, checking and fuel up.

c) Driver Assignment:

No person shall operate a school vehicle except the driver assigned by the Board. However, the driver may arrange for a qualified spare driver approved by the Board pursuant to Article 12.1 (f) entitled "Spare Drivers" and in the event the driver is unable to perform his duties the alternate driver shall operate the vehicle in accordance with the terms of this agreement.

d) Regulations:

The driver shall comply with all applicable legislation and regulations that are enacted by the Government of Saskatchewan and the policies and requirements of the Board.

e) Failure to Maintain Qualifications:

A driver who fails to maintain the required driver's license and who drives shall be deemed to have been terminated.

f) Spare Drivers:

The parties agree to utilize spare drivers whenever possible and prior to utilizing other employees of the Board. The Board shall maintain a list of spare drivers and every effort shall be made to ensure equal distribution of work for employees on that list.

ARTICLE 13 – PERFORMANCE REVIEW

13.1 The Board agrees to the following regarding employees' Support Staff Performance Review Form:

- a) An employee's signature on the form shall indicate only that the employee has seen the form, not that the employee agrees with the form's content; and
- b) Employees shall have fourteen (14) working days to submit a written response to their review. The response shall be attached to the form.

ARTICLE 14 – PROFESSIONAL DEVELOPMENT

- 14.1 When the Superintendent of Business Administration or designate requires employees to take a specific course, or attend an educational event that has relevance to and/or will be a benefit to the employees' work, the employees will be reimbursed pre-approved costs associated with the course or event (registration, travel, accommodation, supplies, meals) upon proof of completion. When time away from work is required for the purposes of this article, the leave shall be without loss of pay.
- 14.2 When the Superintendent of Business Administration or designate approves an employee's request to take a course or to attend an educational event as described above, payment for some or all of the costs shall be at the discretion of the Superintendent of Business Administration or designate. When time away from work is required for the purposes of this article, leave with pay may be provided.

ARTICLE 15 – PAYMENT OF WAGES

- 15.1 Permanent employees shall be paid on or before the 28th day of the month by direct deposit to the employee's financial institution. When the 28th of the month falls on a weekend, payment will be made on the previous Friday. The December pay day will be the last day of school before Christmas vacation.

ARTICLE 16 – OCCUPATIONAL HEALTH AND SAFETY

The parties agree to adhere to the relevant portion of The Saskatchewan Employment Act and the applicable Regulations made thereunto.

ARTICLE 17 – TERM OF AGREEMENT

17.1 Duration

This agreement shall be effective from **August 1, 2013** and shall remain in force until and including **July 31, 2016** and from year to year thereafter unless written notice is given as provided in Article 17.2.

17.2 Written Notice

Either party may, not less than **sixty (60)** days or more than **one hundred and twenty (120)** days prior to the expiry date of this Agreement, give written notice to the other party of its desire to negotiate a revision thereof.

SCHEDULE I
HOURS OF WORK

CLASSIFICATION	DAYS	HOURS	YEAR
Bus Driver	Student Days	Outlined Below	Academic

The normal daily hours of work of a bus driver are deemed to be four and one-half (4.5) hours per driving day and includes the driver's regular route travel time as reported to the Board each year and also includes time for cleaning, warm-up, checking, fuel-up and servicing. The period of employment shall be defined as the academic year.

SCHEDULE II
RATES OF COMPENSATION – BUS DRIVER

- Daily rate of pay for regular route bus drivers for scheduled driving days, including cancellations due to weather conditions.

Effective August 1, 2013

Economic Adjustment	1.5% - 5% km August 1, 2013	2.5% August 1, 2014	2.5% August 1, 2015
Basic Per Day (up to 110 km)	\$71.00	\$72.77	\$74.59
Next 111 – 199 km @	0.2420 cents/km	0.2497 cents/km	0.2559 cents/km
Over 200 km @	0.2632 cents/km	0.2716 cents/km	0.2784 cents/km

- The route distance used to calculate the daily rate of pay for permanent bus drivers shall be the route distance as established on September 30th of each year.
- Although the bus route may change from time to time throughout the period of time from September 1 to June 30, the daily rate of pay shall be based upon the route distance as of September 30th.

2. Field Trip Rates

Effective date of ratification by both parties - \$16.16 per hour plus 15 cents/km over 100 km.

Effective August 1, 2014 \$16.56 per hour plus 15 cents/km over 100 km

Effective August 1, 2015 \$16.97 per hour plus 15 cents/km over 100 km

- a) Where an employee is required and authorized to use a personal vehicle to pick up a bus for academic based activities the Board approved mileage rate shall apply. Drivers shall be compensated for kilometers driven from their residence to the regular drivers' residence, or to the garage, as the case may be, and return when using their personal vehicle to pick up a bus.
- b) Driving time **and distance** shall be calculated from the commencement of the trip, **departure from the school** to the **return to the school**. The minimum hours to be paid for each trip shall be two (2) hours (including waiting time).
- c) Except in unforeseen circumstances (i.e. inclement weather), if a trip is cancelled then twenty-four (24) hours prior to the commencement of the trip, the driver shall be compensated the minimum time as indicated in Article (b) above.

3. Transporting Pre-Kindergarten Students

Drivers transporting pre-kindergarten students shall receive an allowance of \$13.20 per half day **effective August 1, 2013, \$13.53 per half day effective August 1, 2014, and \$13.87 per half day effective August 1, 2015.**

4. Plug-in Power

Rates payable annually on January 28th to **regular** drivers for full season:

- a) **Regular** drivers will be compensated for plug-in power for each day they work during the period of November 1 to March 31 inclusive **and deducted the equivalent prorated amount for any days they are scheduled and do not work excluding short term absences approved by the Employer.**

Effective January 1, 2014	<u>Diesel Buses</u>	<u>Gasoline Buses</u>
	\$281.40	\$179.40

- b) Effective January 1, 2014 and subsequently, prior to January 28th of each year, increases in Sask Power rates between January 1st and December 31st of the previous year will be determined, and rates payable to the drivers will be increased by the percentage amount of any such increase.

5. Bus Servicing

Applicable to those drivers who specifically drive their bus to a designated school division garage for service from/to school. Drivers shuttling buses for repair to various locations outside their regular bus service area shall be paid the hourly rate and will not be paid the per kilometer rate.

Effective date of ratification by both parties	\$16.16 per hour plus 15cents/km
Effective August 1, 2014	\$16.56 per hour plus 15 cents/km
Effective August 1, 2015	\$16.97 per hour plus 15 cents/km

Drivers shuttling buses for repair to various locations outside their regular bus service areas, shall be paid the following rates:

Effective date of ratification by both parties	\$16.16 per hour
Effective August 1, 2014	\$16.56 per hour
Effective August 1, 2015	\$16.97 per hour

6. Bus Driver In-services

Bus Drivers shall receive compensation in accordance with Article 3 Schedule II entitled "Field Trip Rates" for attending school division sponsored in-services.

7. Bus Driver Medicals and Test Fees

Regular drivers shall be reimbursed for medical and driver test fees associated with re-qualification. The maximum reimbursement shall be **\$150.00**. Claims for reimbursement must be supported by the original copy of the appropriate receipts.

8. Allowance for Wheelchair Buses

Drivers transporting students in wheelchairs shall receive an allowance of **\$7.00** per day.

9. Cell Phone Allowance

Upon written application to the Director or designate, a cell phone allowance of \$25.00 per month shall be paid. **Regular drivers will have their cell phone allowance prorated on a daily basis of \$1.00 per day for partial months worked, except for short term absences approved by the Employer.**

10. Bus Washing Allowance

Drivers shall receive an allowance of \$150.00 per academic year.

11. Split Shift Recruitment/Retention Adjustment

In recognition of the difficulty of recruiting and retaining bus drivers due to the requirement of unsociable split shifts, effective for the 2013 – 2014 school year, bus drivers on permanent or temporary contracts will receive an annual adjustment of \$500.00 to be prorated based on months actually worked and paid monthly. Effective for the 2014 - 2015 school year the prorated annual adjustment shall increase to \$525.00 and for the 2015 -2016 school year the prorated annual adjustment shall be \$550.00.

The parties agreed to incorporate language in the new collective agreement to reflect gender neutrality.

The parties agree to participate in the development of an employee handbook that clarifies the duty accommodate process, Occupational Health and Safety, and Maternity/Paternity benefits.

Signed on this 6th day of November, 2014.

On Behalf of CUPE Local 5123:

On Behalf of Good Spirit School
Division No. 204:

Linda Dyck

Robert A. Dimp

Markus Palam

Francis Stachew

W. McI

Case Beer

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