

COLLECTIVE AGREEMENT

BETWEEN

PRAIRIE VALLEY SCHOOL DIVISION

(Hereinafter called the "Board")

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 5252**

(Hereinafter called the "Union")



September 1, 2015 – August 31, 2018

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THIS AGREEMENT MADE THIS 17th DAY OF December A.D. 2015

BETWEEN: THE BOARD OF EDUCATION OF THE PRAIRIE VALLEY SCHOOL DIVISION
NO. 208 OF SASKATCHEWAN
hereinafter called the "Board"

Party of the First Part

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5252
hereinafter called the "Union"

Party of the Second Part

PREAMBLE

WHEREAS it is the desire of both parties to this agreement to maintain and improve harmonious relations between the Board and the Union, to promote co-operation and understanding between the Board and its employees, to recognize the mutual value of joint discussions and negotiations on matters pertaining to wages and working conditions, to encourage efficiency of operation, and to promote the morale, well-being and security of all the employees in the bargaining unit of the Union, the parties of this Agreement do hereby enter into, establish and agree to the following terms:

ARTICLE 1 - DEFINITIONS

1.10 Permanent Employee

One who is hired to fill a permanent full time or part time position.

1.20 Term Employee

A term position is a temporary position that exceeds three (3) consecutive calendar months or more of active employment (i.e. Maternity, sick leave, etcetera). When the Board becomes aware that a term position is required, the position shall be filled in accordance with Article 11 of the Collective Agreement. Non-student attendance days, statutory holidays and other designated interruptions in the school year do not constitute a break in service. Term positions will not extend beyond one school year except when replacing an employee on leave.

1.30 Substitute Employee

One who is hired to provide short-term replacement or to perform work of an emergent nature. A substitute employee is hired for less than three (3) consecutive calendar months of active employment and does not accumulate seniority.

1.40 Immediate supervisor

The term immediate supervisor shall be used throughout this agreement as follows:

For Caretakers – the immediate supervisor is the Manager of Caretaking Services

For Social Workers – the immediate supervisor is the Coordinator of Learning Supports

**For Bus Drivers – the immediate supervisor is the Supervisor of Transportation or
Manager of Transportation Operations**

For School-based staff – the immediate supervisor is the school administrator(s).

ARTICLE 2 – RECOGNITION

2.10 Bargaining Unit

2.11 Bargaining Unit Defined

Educational Assistants in the following schools: Balcarres, Bert Fox, Broadview, Cupar, Dr. Isman, Fort Qu'Appelle Elementary, Grenfell Elementary, Grenfell High, Indian Head Elementary, Indian Head High, James Hamblin, Kelliher, Kennedy Langbank, Kipling, Lipton, McLean, Milestone, Montmartre, North Valley Elementary, North Valley High, Robert Southey, Sedley, Vibank, Whitewood and Wolseley High.

Administrative Assistants in the following schools: Balcarres, Bert Fox, Broadview, Cupar, Dr. Isman, Fort Qu'Appelle Elementary, Grenfell Elementary, Grenfell High, Indian Head Elementary, Indian Head High, James Hamblin, Kelliher, Kennedy Langbank, Kipling, Lipton, McLean, Milestone, Montmartre, North Valley Elementary, North Valley High, Robert Southey, Sedley, Vibank, Whitewood and Wolseley High.

Library Assistants in the following schools: Balcarres, Bert Fox, Broadview, Cupar, Dr. Isman, Fort Qu'Appelle Elementary, Grenfell Elementary, Grenfell High, Indian Head Elementary, Indian Head High, James Hamblin, Kelliher, Kennedy Langbank, Kipling, Lipton, McLean, Milestone, Montmartre, North Valley Elementary, North Valley High, Robert Southey, Sedley, Vibank, Whitewood and Wolseley High.

Social Workers in the following schools: Balcarres, Bert Fox, Broadview, Cupar, Dr. isman, Fort Qu'Appelle Elementary, Grenfell Elementary, Grenfell High, Indian Head Elementary, Indian Head High, James Hamblin, Kelliher, Kennedy Langbank, Kipling, Lipton, McLean, Milestone, Montmartre, North Valley Elementary, North Valley High, Robert Southey, Sedley, Vibank, Whitewood and Wolseley High.

Community School Coordinators in the following schools: Balcarres, Bert Fox, Fort Qu'Appelle Elementary, Grenfell Elementary and Grenfell High.

Family Liaison Workers in the following schools: Balcarres, Grenfell Elementary, Grenfell High.

Bus Drivers in the following schools: Balcarres, Broadview, Cupar, Dr. Isman, Grenfell Elementary, Grenfell High, Kelliher, Kennedy Langbank, Kipling, Lipton, Montmartre, North Valley Elementary, North Valley High, Robert Southey, Sedley, Vibank, Whitewood and Wolseley High.

Nutritional Assistants in the following schools: Balcarres, Bert Fox, Fort Qu'Appelle Elementary, Grenfell Elementary, Grenfell High, **Kipling, Vibank Regional.**

Caretakers in the following schools: Broadview, Cupar, Kelliher, Kennedy Langbank, Kipling, Lipton, Milestone, Robert Southey, Whitewood, Balcarres, Bert Fox, Dr. Isman, Fort Qu'Appelle Elementary Grenfell Elementary, Grenfell High, Indian Head Elementary, Indian Head High, James Hamblin, McLean, Montmartre, North Valley Elementary, North Valley High, Sedley, Vibank, Wolseley High.

2.12 New Schools/Locations

If new schools and/or locations are opened within the current CUPE communities of Prairie Valley School Division No. 208, the Board and the Union shall negotiate the scope of employees at those locations.

2.20 No Other Agreements

The Board recognizes and acknowledges the Union as the sole collective bargaining agent of the employees who are within the scope of this agreement. No employees shall be required or permitted to make a written or verbal agreement with the Board or its representatives.

2.30 Management Functions

Subject to the provisions of this Agreement, the Union recognizes the right, duty and responsibility of the Board to organize the operation of the work force employed by the Prairie Valley School Division No. 208 to maintain order, discipline and efficiency and to manage and direct employees in their duties.

2.40 Staff Changes

The Union shall be notified of all staff changes and alterations of hours of work of any member of the local.

2.50 Union Officials

Annually, the Union will supply the Board with a list of officers and shop stewards and advise of any changes that occur during the annual period.

2.60 Discipline and Dismissal

The parties agree to the principles of progressive discipline.

2.61 Just Cause

No employee who has completed his or her probationary period shall be disciplined or dismissed except for just cause.

2.62 Suspension or Dismissal

Where, in the opinion of the Board, the conduct of an employee is such to warrant suspension or dismissal, the employee shall be advised by the Director or designate. The suspension or dismissal shall be confirmed in writing within three (3) working days. The letter shall outline the reason for the suspension or dismissal and the effective date. Such letter shall be copied to the Union. The Union shall have the right to appeal the decision through the grievance procedure.

2.63 Right to Representation

If the Board wishes to initiate a disciplinary or potentially disciplinary meeting with an employee, the employee shall be advised in advance of the nature of the incident or the event to be discussed and shall be advised of his or her right to have a union representative present. Should the Board not follow this process, there shall be no record on the employee's file of the meeting.

2.64 Investigation

Where an allegation of serious misconduct is made against an employee, the Board may assign the employee to home with pay pending an investigation. Following an investigation, further suspension may be with or without pay.

2.70 No Cessation of Work

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 lock-out by the Board.

ARTICLE 3 – NO DISCRIMINATION

3.10 Board and Union Shall Not Discriminate

The parties agree there will be no discrimination in accordance with The Saskatchewan Human Rights Code and no harassment in accordance with *The Saskatchewan Employment Act*, nor by reason of membership or activity in the Union.

ARTICLE 4 – UNION SECURITY

4.10 Union Security

Every employee who is now or hereafter becomes a member of the bargaining unit shall maintain Union membership as a condition of employment, and every new employee whose employment commences hereafter, shall, within thirty (30) days after the date of commencement of employment, apply for 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 in the Union, shall, as a condition of employment, tender to the Union the periodic dues required to be paid by members of the Union. The Board agrees to notify the Union within seven (7) days of all new employees hired who fall within the scope of the bargaining unit.

4.20 Volunteers

The parties recognize the value of community engagement and participation in Prairie Valley School Division, however the Board agrees that no employee shall be laid off or have their hours of work reduced due to the utilization of volunteers. Volunteers are not to perform the work of the bargaining unit members on a scheduled or regular basis.

4.30 Contracting Out

The Board agrees that no bargaining unit member shall be laid off or suffer a reduction in hours of work as a result of the Board contracting out work or services performed by bargaining unit members.

ARTICLE 5 – CHECK-OFF

5.10 Dues Deductions

The Board agrees, upon written request of the Union accompanied by signed authorization cards, to deduct from the pay of employees, on the first payday of each calendar month, the amount of union dues so authorized. The total sum so deducted shall be remitted by cheque to the Secretary-Treasurer of the Union not later than the twenty-fifth (25th) day of the following month, accompanied by a list of names of all employees for and on behalf of whom such deductions have been made.

5.20 Dues Receipts

The amount of union dues paid by union members shall be included on their income tax (T4) slip.

ARTICLE 6 – BOARD WILL ACQUAINT NEW EMPLOYEES

6.10 Board Will Acquaint New Employees

The Board agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Check-off.

ARTICLE 7 – GRIEVANCES

7.10 Definition of a Grievance

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 of any provision of this Agreement and the dispute or difference has not been resolved following an informal discussion between the parties involved; or where it is alleged a disciplinary sanction is unjust.

7.20 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 and without any disruption or stoppage of work. The employee and/or the Union representative are encouraged to discuss a complaint with the immediate supervisor. The Union and the Board shall make every effort to resolve disputes prior to commencing the formal grievance procedure. If these efforts are unsuccessful, the agreed procedure for the resolution of grievances shall be as follows:

(a) Step 1

- (i) In the event of a grievance arising, the grievance shall be presented, within twenty (20) calendar days of the event(s) giving rise to the grievance, to the Director or designate and a copy forwarded to the **immediate supervisor**.
- (ii) The employee concerned, a shop steward or a representative of the Canadian Union of Public Employees and the immediate supervisor and the Director or designate shall meet to discuss the grievance within fourteen (14) calendar days of its receipt.
- (iii) A decision shall be rendered to the Union in writing within fourteen (14) calendar days of such decision.

(b) Step 2

Failing agreement under Step 1, a written application for a hearing may be made by the Union to the Board within fourteen (14) calendar days of receipt of the decision at Step 1.

Such hearing shall occur at the next regular meeting of the Board following receipt of the applications. The Board shall send its decision, in writing, to the Union within fourteen (14) calendar days of the hearing.

(c) Step 3

A grievance that cannot be resolved through the above may be referred to a Board of Arbitration within fourteen (14) calendar days following receipt of the Board's decision at Step 2. The party making the referral shall name its nominee to the Board of Arbitration in the letter of referral. The party receiving the referral shall respond in writing with the name of its nominee to the Board of Arbitration within fourteen (14) calendar days of receiving the referral. The two nominees will select a mutually agreeable chairperson for the Board of Arbitration. Where the parties' nominees fail to agree on a chairperson within fourteen (14) calendar days of the second nominee's appointment, either party may request that the Chairperson of the Saskatchewan Labour Relations Board appoint a chairperson for the Board of Arbitration.

7.30 Decision of the Board of Arbitration

The Board of Arbitration shall render a final and binding decision within thirty (30) calendar days. The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board of Arbitration.

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.

7.40 Time Limits

Failure on the part of the Board to reply within the prescribed time limits shall give the Union the right to proceed to the next step. If the Union does not take the grievance to the next step within the prescribed time limits, the grievance shall be deemed to have been settled. Time limits may be extended by mutual agreement between the parties.

7.50 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.

7.60 Loss of Pay

The employee concerned and the shop steward as identified in Article 7.20 (a) shall suffer no loss of pay in attending the discussions and hearings specified under Article 7.20 (a) and 7.20 (b).

7.70 Accessibility to Board Premises and Investigation

All reasonable arrangements will be made to permit a union officer who is in the Board's premises to view working conditions that may be relevant to the settlement of a grievance. The union officer shall make his//her presence known, seek and obtain permission from the immediate supervisor of the facility, and in the case of a school, to the Principal of the school.

ARTICLE 8 – PROBATION

8.10 Probationary Employees

- (a) A permanent employee shall be on probation during the first six (6) consecutive calendar months of active employment worked and entitled to all the rights and privileges of the Agreement, except that the employment of such employee may be terminated for reasons of unsuitability. After completion of the probationary period, seniority shall be effective from the original date of hire.
- (b) Under a term contract, six (6) consecutive calendar months of active employment shall fulfill probation requirements.
- (c) By mutual agreement between the Union and the Board, the probationary period may be extended.

ARTICLE 9 – SENIORITY

9.10 Seniority Defined

Seniority is defined as the length of service in the bargaining unit commencing from the first day of employment with the Board or predecessor Board and shall include service with the Board or predecessor Board prior to certification of the union. Seniority shall be applied on a bargaining unit wide basis, **including permanent and term service but not substitute service.**

9.20 Seniority List

The Board agrees to post an up-to-date seniority list on InSite and update quarterly. Upon proof of error, the Board will immediately revise the seniority list.

9.30 Loss of Seniority

An employee shall lose seniority only in the event of:

- (a) discharge for just cause;
- (b) resignation in writing;
- (c) a continuous lay-off in excess of fifteen (15) consecutive months;

- (d) retirement from the employ of the Board;
- (e) a break in service of fifteen (15) consecutive months in the case of a term employee. Substitute service shall not be considered as service for term employees.

9.40 Employee Responsibilities

It will be the responsibility of the employee to keep the Board informed of the employee's current address. If the employee fails to do this, the Board will not be responsible for failure of a notice sent by registered mail to reach such an employee.

ARTICLE 10 – LAY-OFFS AND RECALL

10.10 Role of Seniority in Lay-Offs

10.11 Support Staff & Caretakers

- (a) A lay-off shall be defined as a reduction in the workforce or a Board initiated reduction in the employee's hours of work.
- (b) The Board recognizes the value of long service in the provision of quality education. Where a staff reduction is necessitated, representatives of the Board and the Union shall review the staff reassignment options, including lay-off.
- (c) Taking into account the necessary qualifications, including education, knowledge, skills, abilities and seniority of the staff in that classification and in consideration of educational needs of students, the representatives will provide a recommendation to the Board. Where resolution is not possible, the following sections, (d), (e) and (f), will apply.
- (d) A lay-off notice will be issued to the least senior person in the classification(s) and location(s) when the reduction as defined in 10.11 (a) has occurred.
- (e) Laid off employees may displace a less senior employee in any classification in the chosen location for which the laid off employee is qualified. The employee may, but shall not be required to displace an employee where the hours of work of the employee to be displaced are equal to or greater than those of the laid off employee. The laid off employee shall displace only one position. A laid off employee may not bump a portion of a position. The employee shall have three (3) working days from the day of the layoff notification meeting to indicate their decision to the Board. (Meetings include the employee, a union representative and a Board representative.)

- (f) A laid off employee may displace a term position, understanding that they shall revert to their former laid off status at the completion of the term.
- (g) The displaced employee has the same options as set out in (d).
- (h) Permanent employees who accept a term position or term employees shall not have displacement rights at the conclusion of the term position but shall revert to their former status and/or position.

10.12 Bus Drivers

- (a) Bus Drivers shall be laid off in reverse order of their **seniority** with the Prairie Valley School Division, its contractors or its legacy School Divisions within their school attendance area, provided there is no significant increase in costs to the school division.
- (b) In the event of a school closure, attendance area will be considered as encompassing both the closed school and the displaced student's new school, insofar as the efficient operation of school bussing permits.

10.20 Recall Procedure

Employees on lay-off shall be notified of all vacancies by Canada Post or e-mail and be entitled to apply in accordance with Article 11 **for the first fifteen (15) months of lay-off**. No new employee shall be hired until those laid off, with the necessary qualifications, including education, knowledge, skills, and ability have been given the opportunity of recall.

10.30 Advance Notice of Lay-Off

The Saskatchewan Employment Act shall apply.

10.40 Continuation of Entitlements

During a lay-off, employees shall maintain, but not accrue, all previously earned entitlements and service credits. Benefit package not included.

10.50 Notice of Lay-Off for School Year Employees

Employees will be laid off for all school vacation periods and are deemed to have had the required notice. 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 10.11c. Records of Employment shall be issued upon request.

10.60 Substitute Employees

- a) Existing available employees, whether working or on lay-off, shall be given first opportunity for substitute work. In the event no existing employee is available for substitute work, the Board shall call in qualified substitute employees from a list established for each school. Existing employees shall be paid their regular rate for such work in any job classification. Persons hired for substitute work only shall be paid with the rates established for substitute employees in Schedules A, B, C, D and E.
- b) Where substitute employment for an unspecified period has a duration of three (3) consecutive calendar months of active employment or more in one placement, the rate of pay shall be adjusted retroactively from the substitute rate to the appropriate rate of pay.

10.70 Staffing Allocation Decisions

The Board shall provide notification when it is determined that budget decisions will affect the terms and conditions of employment of any member of the bargaining unit.

Notice of such changes will be communicated to the employee as per the notice periods indicated in 10.30 Advance Notice of Lay-off.

Notice of such changes will be communicated to the union prior to written notice being provided to the employee(s) affected.

ARTICLE 11 – VACANCIES AND NEW POSITIONS

11.10 Job Postings

When a vacancy occurs, a new position is created or a term position is to be filled, the Board shall post notice of the position for a minimum of seven (7) calendar days so that all employees will be allowed the opportunity to make application. Postings that occur during all scheduled school breaks shall remain open for bid for a minimum of fourteen (14) calendar days. Positions .25 FTE or less will be offered to the most senior person in the school in that classification who is currently working less than 1.0 FTE and has room in his/her contract to work the additional hours.

11.20 Information in Postings

The posting shall contain information regarding the nature of the position, necessary qualifications, including education, knowledge, skills, and abilities. In addition compensation, hours of work, location and closing date for applications shall be noted.

11.30 Role of Seniority in Filling Vacancies & New Positions

- a) In filling vacancies and new positions, appointment shall be made of the applicant having the greatest seniority and the necessary qualifications including education, knowledge, skills, and ability.

- (b) A permanent employee appointed to a term position will be compensated on an acting pay basis and will have all rights protected in his permanent home position and continue to acquire and exercise seniority in that home position. Once appointed to the term position, the employee shall complete the term prior to starting another term position.
- (c) Notwithstanding clause (a), when filling vacancies in the bus driver classification, the Board shall follow the following process:
 - (i) Permanent drivers will be offered the opportunity to transfer to vacant routes closer to home; then
 - (ii) Spare drivers who live in and are designated as a spare for that attendance area will be given preference in filling vacancies.
 - (iii) Bus driver years of experience and seniority will be a factor in such placements.
 - (iv) **When vacancies arise for Practical Applied Arts, Magnet Programming or other similar bus routes, the following process shall be followed:**
 - Permanent drivers in the appropriate geographical area shall be offered the route in order of seniority;
 - If no permanent driver accepts the route, spare drivers who live in and are designated as a spare for that attendance area will be given preference in filling vacancies;
 - Should no spare drivers accept the route, it will be posted in accordance with 11.10.

11.40 Trial Period

- (a) The successful applicant shall be allowed a trial period of thirty (30) worked days from the date of appointment. The employee shall be confirmed in the new position upon the completion of the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee so wishes, he/she shall be returned to his/her former position at his/her former wage rate without loss of seniority. Any other employee promoted or transferred because of the reassignment of positions shall also be reassigned to his/her former position at his /her former wage rate without loss of seniority.
- (b) By mutual agreement between the Union and the Board, the trial period may be extended, one time, by a maximum of thirty (30) worked days.

11.50 Student Programs

Student Programs may be implemented provided no bargaining unit employee is laid off or suffers a reduction in hours of work and the work performed is supplemental to the duties normally performed by members of the bargaining unit.

ARTICLE 12 – HOURS OF WORK

12.10 Support Staff

12.11 Support Staff Defined

(a) Support staff includes the following classifications: Administrative Assistants, Educational Assistants, Library Assistants, Library Technician, Community School Educational Assistants, Community School Coordinators, **Family Liaison Workers, Nutritional Assistants, and Social Workers/Counsellors.**

12.12 Full Time Hours of Work

The full time hours of work shall be those identified in Schedule A.

12.20 Caretakers

12.21 Staffing and Hours Worked

The number of caretakers required for a school shall be determined by dividing the square footage of the school by twenty four thousand (24,000) square feet. Approximately twenty four thousand square feet is accepted by both parties to represent an eight-hour day of caretaking responsibilities. **A schedule of school square footage and corresponding caretaker FTE shall be posted on InSite.**

12.22 Adjustment Notification

In the event of an addition or deletion of square footage at a school, the Board shall provide six (6) weeks notice of such change. The adjustments of compensation shall take effect as of the date on which the change is effective.

12.30 Paid/Unpaid Rest Periods

All school-based employees shall be permitted a rest period of fifteen (15) minutes in both the first and second half of the shift, taken as close to the middle of each shift as possible. Where possible, the fifteen (15) minutes will be taken consecutively.

12.31 Meal Breaks

All school-based employees working five (5) hours or more will be provided with a minimum of thirty (30) minutes of duty free, unpaid meal break.

12.40 Overtime

12.41 Overtime Defined

Subject to Section 12.12 all time pre-authorized by the **immediate supervisor** beyond the normal work day, week or year or on a holiday shall be considered as overtime except when the employee is using flextime, unassigned (block) hours or if the employee's hours are averaged.

12.42 Compensation of Overtime

Overtime will be paid out at a rate of one and a half (1-1/2) times the employee's regular hourly rate. Overtime will be reported and paid in fifteen (15) minute intervals.

12.50 Occasional Flextime Defined

Flextime arrangements may be made by mutual agreement between the employee and his/her immediate supervisor. Flextime is intended as an hour-for-hour arrangement and shall not exceed adjustments or accumulations of one-half (1/2) day. Flextime may not be used on non-student attendance days, except Parent-Teacher Interview days. In the case of Parent-Teacher Interviews, when the interviews occur over two evenings, support staff attending interviews may accumulate up to one day flextime and shall be used the following non student day. No replacement shall be hired.

Flextime hours do not apply to averaged employees. Flextime hours worked by an employee are not to be considered overtime and flextime arrangements are separate from and not to be confused with Unassigned (Block) Hours.

12.60 Averaged Hours

Averaged hours refers to the ability of specified employee groups to adjust a portion of their work hours to meet student and/or division needs in response to a particular event or circumstance. Actual hours worked each day will be recorded on the monthly timesheet which is to be signed by the school administrator. Schedule A outlines the employees groups allowed to utilize averaged hours.

12.61 Caretakers

Full time caretakers shall work eight (8) hours per day and part-time caretakers shall be pro-rated accordingly. Up to 20% of the total caretaker hour allocation for each school may be flexed by the caretaker(s) in order to meet the needs of the school for services required outside of normal school hours. The remaining hours, being at least 80% of the total, shall be scheduled by the **immediate supervisor** in consultation with the caretaker(s) and the school administrator(s) to ensure that services are being provided to meet the needs of students and staff between the hours of 7:00 a.m. and 4:00 p.m. Caretaker timesheets shall be signed by the school administrator and submitted to the **immediate supervisor** within five (5) days of the end of each month. This does not include emergency callback.

12.62 Other Support Staff

For other support staff with Averaged Hours, as identified in Schedule A, up to 20% of hours may be flexed by the employee in order to meet the needs of the school for services required outside of normal school hours. The remaining hours, being at least 80% of the total, shall be scheduled by the **immediate supervisor(s)** in consultation with the employee to ensure that services are being provided to meet the needs of students and staff during normal school and/or programming hours.

12.63 Carry-forward of Hours

With respect to averaging of hours, hours above or below normal hours are to be accumulated and carried forward. Hours are accumulated from September 1 to August 31 (for 12-month employees) or September 1 to June 30 (for 10-month employees) of each year and shall be reconciled to a zero balance by August 31/June 30, respectively. Each employee shall be required to account for his/her carry-forward of hours on a monthly basis. This shall be submitted as part of the employee's monthly timesheet as per 12.60. At the end of any month prior to August, the accumulated carry-over (under) shall not be in excess of the equivalent of two (2) days of normal hours for the employee.

12.70 Unassigned Block Hours

12.71 UBH Allocations

Unassigned block hours shall be assigned as follows:

Educational Assistants and Library Assistants shall be assigned four (4) days per school year, pro-rated for the portion of the school year worked.

Administrative Assistants shall be assigned five (5) days during the summer period and two (2) days during the school year. Administrative Assistants shall also be assigned an additional five (5) days to be used throughout the school year and/or summer as deemed necessary as mutually agreed upon with the immediate supervisor. These days shall be prorated for the portion of the school year worked.

12.72 UBH Scheduling

These days shall be worked in full days or portions of full days on non-working days or by extending scheduled working days (to a maximum of eight (8) hours per day) and will be scheduled as mutually agreed upon with the immediate supervisor. Use of the full allocation for each employee is not mandatory however if a need is identified by the immediate supervisor and hours scheduled, it is not optional for the employee to work the hours. Unused hours shall not be carried forward to the following school year. Only the maximum allocation will be paid for any employee. Exceptional circumstances requiring additional hours should be treated as over-contract hours.

12.73 UBH Usage

Priorities for use of UBH include but are not limited to:

- Staff Meetings and other team meetings
- School Initiatives such as Open Houses; Christmas concerts; etc.
- Attendance at PD events or meetings

UBH shall not be used for:

- Noon supervision
- Extra-curricular
- Travel time for PD or meetings

12.74 UBH Pay

Unassigned Block Hours for any employees shall not be included in the calculation of annual pay. Each employee shall, on the appropriate form, track their Unassigned Block Hours and submit to payroll for payment.

ARTICLE 13 – ANNUAL VACATIONS

13.10 Annual Vacations

Annual vacations shall be allotted as follows:

Less than one year of service:	1¼ days per month
One or more years of service:	three (3) weeks (15 days)
After six (6) years of service:	four (4) weeks (20 days)
After ten (10) years of service:	five (5) weeks (25 days)
After twenty (20) years of service:	six (6) weeks (30 days)

13.20 Vacation Pay

13.21 Ten-Month Employees

Vacation pay shall be included in every pay cheque and shall be calculated as follows:

Vacation Pay = Gross Earnings for Current Pay Period x Vacation Rate of Pay with rates as follows:

3 weeks = 3/52 = .05769
4 weeks = 4/52 = .07692
5 weeks = 5/52 = .09615
6 weeks = 6/52 = .11538

13.22 Twelve-Month Employees

(a) Vacation Scheduling

Vacation shall be scheduled at times when adequate Board-approved coverage can be arranged for the school. All vacation requests shall be approved by the immediate supervisor. No reasonable request shall be refused.

(b) **Notice**

It is further agreed that this Article shall serve as notice as prescribed by ***The Saskatchewan Employment Act*** of entitlements of vacations pursuant to Article 13.10 entitled "Annual Vacations".

ARTICLE 14 – HOLIDAYS

14.10 Public Holidays

14.11 Ten-Month Employees

Ten-month employees shall receive the following holidays with pay:

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

14.12 Twelve-Month Employees

Twelve-month employees shall receive the following holidays with pay:

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

14.20 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed an additional vacation day with pay at a time mutually agreed to between the Board or designate and the employee.

14.30 Compensation for Holidays Falling on a Saturday or Sunday

When any of the above-noted holidays fall on Saturday and/or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be the holiday for the purpose of this Agreement.

14.40 Pay for Work on Scheduled Holiday

Employees who are not required to work on the above-noted shall receive holiday pay equal to one (1) day's pay. Employees who are required to work shall be paid at the rate of time and one-half (1½ X) plus another day off with pay at a time mutually agreeable between the Board or designate and the employee.

ARTICLE 15 – LEAVES

15.10 Sick Leave

15.11 Defined

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 a job-related accident for which no other compensation is payable pursuant to any law of Saskatchewan.

15.12 Accumulated Sick Leave

The Board shall establish an accumulated sick leave record for each employee and credit the record with the unused accumulative sick leave entitlement of each employee.

15.13 Rate of Earned Sick Leave

Sick leave shall be earned at a rate of one and two-thirds (1-2/3) days for every month in which there is a pay period for the employee. The unused portion shall accumulate to a maximum of one hundred and eighty (180) days. This benefit shall be prorated for less than full time employees.

15.14 Medical Evidence

Each employee shall supply to the Board a certificate from a health care practitioner as defined by the *Worker's Compensation Act*, certifying the employee was unable to carry out his/her duties due to illness for days absent from work in excess of five (5) consecutive days. The cost of medical certificates requested by the Board shall be borne by the Board. The Board reserves the right to request a certificate for any illness.

15.15 Report Absence

In any case of absence due to illness, the employee shall report the matter to his/her immediate supervisor not later than one (1) hour prior to the time the employee's work commences, whenever possible.

15.16 Report of Injury

When an employee is injured in the performance of work-related activities, the employee shall immediately report the injury to his/her immediate supervisor as per AP 4130.

15.17 Medical Appointments

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

15.18 Family Leave

Upon request to the immediate supervisor, up to two (2) sick days per school year may be used to attend medical, dental or optical appointments for immediate family members or when immediate family members are ill and require care at home by the employee. Immediate family shall be defined in Article 15.21.

15.20 Compassionate Leave

15.21 Immediate Family Defined

Immediate family is defined to include partner, child, parent, sibling, grandparent, grandchild, aunt, uncle, niece or nephew of the employee or the employee's partner.

15.22 Bereavement

Leave of absence for up to five (5) days with pay shall be approved by the Board, in the event of the death of a member of the employee's immediate family.

15.23 Serious Illness/Injury

Serious illness/injury is understood to mean critical, life-threatening or death imminent. Leave of absence for up to five (5) days with pay per school year shall be approved by the Board, in the event of serious illness/injury of a member of the employee's immediate family or serious illness/injury where no one at home other than the employee can provide for the needs of a member of the employee's immediate family.

15.24 Funeral

Leave of absence for up to one (1) day with pay shall be approved by the Board, to permit an employee to attend a funeral of a person of importance to the employee who is not included in the definition of immediate family.

15.25 Other Compassionate

Additional compassionate leave, with or without pay, may be granted upon request to Human Resources. This may include time required to act in the capacity of power of attorney or executor.

15.30 Maternity, Parental, Adoption Leave

15.31 Maternity, Parental and Adoption Leave

- (a) Employees shall be entitled to maternity, parental and adoption leave as outlined in *The Saskatchewan Employment Act*. Employees shall accrue seniority and benefits while on such leaves. Employees are required to give four (4) weeks notice of their intentions to take such leave. Extended leave without pay may be granted for a maximum of an additional six months upon request to Human Resources. Employees are required to provide the request at least sixty (60) days prior to the original return to work date.

- (b) Leave of up to three (3) days with pay shall be granted, by the immediate supervisor, to a parent at the birth/adoption of a child.

15.32 Supplemental Employment Benefits Top-Up Plan

In recognition that there will be a health related portion of a maternity leave during which a woman is unable to work for health reasons due to pregnancy, delivery and post-delivery, benefits for the period that the employee is unable to work are payable under the provision of a "Supplemental Employment Benefits Plan for Non-Teaching Staff" (SEB Plan) designed by the employer in accordance with the registration requirements of the Benefits Program, Canada Employment and Immigration.

Details of the plan are attached as Schedule B.

15.40 Compassionate Care Family Leave

- (a) Upon request, employees shall be granted a leave of absence of up to eight (8) weeks without pay to care for a family member who is seriously ill. The employee is not required to take the benefit weeks consecutively.
- (b) During the leave, the employee shall continue to accumulate all benefits and seniority. Should the employee choose to make contributions for the period of the leave to the pension or benefits plan, the Employer will pay the Employer's contribution for the same period.
- (c) Family member is defined to include a legal or common law partner, a child of the employee or the employee's partner and a parent or a partner of a parent.
- (d) Employees applying for compassionate care family leave must provide a doctor's certificate stating that a family member suffers from a serious medical condition; with a significant risk of death within twenty-six (26) weeks and that the family member requires the care or support of one or more other family members.

15.50 Personal Leave

Leave of absence of up to three (3) days per school year without pay shall be granted in order to conduct personal business. The employee shall notify their immediate supervisor of the purpose of taking this leave.

15.60 Adverse Travel Conditions

Leave with pay for adverse travel conditions for up to one (1) day per school year shall be granted to staff by the principal. Additional days with or without pay may be approved by the Director or designate upon request.

15.70 Convocation Leave/High School Graduation

Leave of absence of up to one (1) day with pay shall be granted by the Board, on the day of the post-secondary convocation of the employee, the employee's partner, or the child of the employee or the child of the employee's partner; or the high school graduation of the child of the employee or the employee's partner.

15.80 General Leave

The Board may grant a leave of absence without pay and without loss of seniority and benefits to an employee who requests such leave in writing and provides the Board with reasons for such request.

15.90 Jury Leave

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

- (a) The employee shall request and pay to the Board any remuneration other than expenses, which he/she 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.

This Section does not apply to an employee who has a direct or indirect interest in the outcome of any proceedings, or appears as an accused in any proceedings.

15.91 Union Leave

Up to seven (7) employees at one time may be provided with leave of absence for the purpose of conducting union business. The conditions of such leave shall be as follows:

- (a) The granting of such leave shall be subject to operational requirements;
- (b) An employee shall provide the Board with reasonable notice for such leave;
- (c) Such leave shall not exceed five (5) working days per employee at any one time;
- (d) Union shall reimburse the Board for all pay and benefits during the period of absence.

- (e) An employee who is elected or selected for a full-time position with the Union shall be granted leave of absence for a period of up to one calendar year, so long as a suitable Board-approved temporary replacement can be arranged. Upon the request of the Union, such leave shall be renewed or extended by the Employer for a period of time not exceeding one (1) additional calendar year. The employee shall receive pay and benefits as provided in this Agreement, but the Union shall reimburse the Employer for all pay and benefits during the period of absence.
- (f) **The CUPE Local 5252 President and Treasurer shall each be granted up to one day per month in order to conduct CUPE business. The one day per month shall be scheduled as mutually agreed with the immediate supervisor to ensure appropriate substitute coverage is available if needed, and to ensure minimal disruption to school operations and student learning. The Board shall invoice CUPE and CUPE shall reimburse the Board for the cost of the salary and benefits of the employees for the release time utilized.**

15.92 Negotiation Leave

If the bargaining committees agree to meet to conduct negotiations during working hours, the Board policy will provide leave with pay for a maximum of seven (7) employees for the time spent in negotiations. The bargaining committees agree to meet prior to each round of negotiations to discuss the composition of the CUPE and Board committees for the upcoming negotiations.

ARTICLE 16 – HEALTH AND SAFETY

16.10 Health and Safety Committee

The Union and the Board recognize that Occupational Health and Safety is a shared concern. They will cooperate in promoting and improving rules and practices which will enhance working conditions for all employees in accordance with *The Saskatchewan Employment Act*.

Notwithstanding the above, the parties recognize the Board's responsibility to ensure, insofar as is reasonably practicable, the health, safety and welfare at work of all the Board's employees. Additionally, the parties recognize the employees' responsibility to take reasonable care to protect their health and safety and the health and safety of others who may be reasonably affected by their acts or omissions. There shall be no discrimination, penalty, intimidation or coercion when employees comply with this article.

Occupational Health and Safety committees will continue to operate as required by *The Saskatchewan Employment Act.*

16.20 Duty to Accommodate

The Employer and the Union agree to make every reasonable effort to provide suitable modified or alternative employment to employees who are temporarily or permanently unable to safely perform their duties as a consequence of an occupational or non-occupational disability. It shall be the responsibility of the employer and the union, or their designates, to jointly investigate and find a means to accommodate disabled employees. The employee is responsible to make every reasonable effort to participate in the accommodation process.

16.30 Discrimination in the Workplace

The parties agree that all staff have a right to work in an environment free from harassment, violence and discrimination. All employees are encouraged to read and understand the related Board Administrative Procedures that relate to harassment, violence and discrimination, including the associated appendices, forms and manuals. These documents may be found on the Prairie Valley School Division website or can be obtained from Human Resources or school administrators.

ARTICLE 17 – WAGES

17.00 Pay Dates

17.01 Pay Dates

- (a) All staff covered by this Agreement shall have their salary deposited directly into the financial institution of their choice on the twenty-fifth (25th) day of each month.
- (b) All substitute staff shall have their salary deposited into the financial institution of their choice on the 15th and last day of each month.

17.02 12 Month Employees

12-month employees will be paid twelve (12) times per year.

17.03 10 Month Employees

10-month employees will be paid ten (10) times per year.

17.04 Summer Savings

10-month employees may, by the fifth day of September on the prescribed form authorize the Board to deduct an amount of money from each of his/her 10 pays in order to facilitate payment in July and August. Interest will not be paid on the funds deducted to make the July and August payments. The amount of the authorized deduction shall remain unchanged from year to year unless a request for change is made on the prescribed form by September 5 of the affected school year. The deductions throughout the year shall not be changed or withdrawn during the school year. The total deductions during the school year shall be electronically deposited in two equal installments on the twenty-fifth (25th) day of July and August.

17.10 Support Staff

17.11 Wages

Wages for all employees shall be paid in accordance with Schedule C.

17.20 Bus Drivers

17.21 Remuneration for Charters

Drivers are paid at the charter rate in accordance with Schedule C which will include driving time, waiting time and cleaning the bus after the charter. Charters that extend overnight are arranged so the driver knows the number of hours being paid and what additional expenses are covered.

17.22 Remuneration for Service Calls

When returning buses to the Bus Shop for service or repairs drivers shall be paid as follows:

Service calls – per km rate as indicated in Schedule C plus charter rate for wait time.

17.23 Remuneration Special Needs Routes

Drivers, who convey special needs students where a wheelchair is required, shall receive an additional \$10.00 per such student per day.

17.24 Annual Retention Bonus

Each regular bus driver shall be paid an annual retention bonus of \$600. This bonus will be paid each September for the prior school year and will be pro-rated for the number of months worked in the prior school year. The bonus will also be reduced by a pro-rated amount for any unpaid personal leave taken over and above what is provided in Section 15.50 Personal Leave in the prior school year.

17.30 Emergency Callback

17.31 Circumstances

This article does not apply in the case of prearranged work time. This article does apply when an employee is called back to duty to deal with an emergency situation after having left the workplace after having completed a shift or on a non-worked day.

17.32 Remuneration

If an employee is in overtime hours, the employee will receive a minimum of one (1) hour pay at the applicable overtime rate or three (3) times the provincial minimum hourly wage plus ten percent (10%) of that amount, whichever is greater. The applicable overtime rate will apply for actual time worked in excess of one (1) hour.

If an employee is not in overtime hours, the employee will receive a minimum of three (3) times the provincial minimum hourly wage plus ten percent (10%) of that amount for the first hour worked or portion thereof and regular wage for any time worked thereafter until overtime is triggered.

ARTICLE 18 – EXPENSES REIMBURSEMENT

18.10 Expenses Reimbursement

18.11 Reimbursement for Travel

For pre-approved travel to curricular or extra-curricular activities or for other school business, employees who use their vehicles shall be reimbursed at the current Board rate. Staff should use Prairie Valley School Division mileage reimbursement forms.

Payments shall be made for traveling which commences and terminates at the school or place of residence whichever is closer.

18.12 Reimbursement for Sustenance, Lodging and Other Expenses

Where curricular activities and other school business approved by the Board necessitates out-of-pocket expenses, and provided there is no reimbursement by any other organization, employees shall be reimbursed at the rate of 100% for necessary accommodation to a maximum of the Board rate (receipts required) and for meals to a maximum of the Board rate (receipts required).

18.20 Bus Driver Reimbursements

18.21 Reimbursement for Bus Washing

Permanent drivers will be reimbursed for washing their buses at a rate of \$250.00 per school year.

18.22 Reimbursement for Electricity (Bus Plug-in)

Permanent drivers will be reimbursed for plug-in of their buses at the rate of \$115.00 per year for gas buses and \$175.00 per year for diesel buses.

18.23 Driver Exams, Driver Abstracts and Medical Certificates

The Board will reimburse/pay the actual cost of medical, driver abstracts and examination fees for a driver to obtain or successfully renew their school bus driver endorsement once every period as required by regulation.

18.24 Cellular Phone Reimbursement

Each permanent bus driver shall be paid a cellular phone allowance of \$250 per year. This amount will be paid monthly during the school year and is contingent upon the driver possessing a personal cellular phone.

18.30 Caretakers Reimbursements

The Board will reimburse/pay the actual cost to obtain or renew Fireman's Certificate.

ARTICLE 19 – PENSION AND GROUP BENEFITS

19.10 Pension Plan

All employees and the Board shall participate in the Municipal Employees Pension Plan as per the acts and regulations of the plan.

19.20 Benefits Package

The Board agrees to provide a Core Benefits Package plus an Extended Health and a Dental Plan to all permanent employees on a 100% Board paid basis. **Effective September 1, 2016 this package shall also include a Vision Care Package.** The Core Benefits Package consists of:

- Accidental Death and Dismemberment
- Long Term Disability
- Group Life Insurance
- Employee and Family Assistance Program

Newly hired permanent employees shall become members of the Plan on the first of the month following a thirty (30) day waiting period.

19.21 Group Benefits While on Unpaid Leave of Absence (not including lay-off)

Employees on any unpaid leave of absence shall be eligible to continue participating in the group benefits package as noted above, at the employee's own expense.

ARTICLE 20 – PROFESSIONAL DEVELOPMENT

20.10 Courses and Events

20.11 Board Initiated

Where the Board requires an employee to take a specific course, the employee will be reimbursed the cost of the course, including any ancillary costs in accordance with Board policy. Where time away from work is required for purposes of attendance at the course, the Director or designate will approve leave with pay.

20.12 Employee Initiated

An employee shall complete a Professional Development Form to request to take a course, or attend some other educational event. The Director or designate may approve reimbursement of the cost of the course, upon proof of successful completion if appropriate, or a portion thereof, and may approve leave from work, with or without pay or with a portion thereof.

20.20 Educational Incentive Program

20.21 (a) Educational Incentive Awards are available to support all Support staff in pursuing further education that will serve the needs of the school division as well as individual employees in their current or desired positions within Prairie Valley. This may include courses, seminars or classes delivered in person, by correspondence or online. More information and the application form is available on InSite.

(b) Support Staff Professional Development Fund will fund travel, substitute and related costs for school-based support staff who wish to attend professional development opportunities. Employees must receive prior approval from Human Resources in order for expenses to be considered for reimbursement. The PD opportunity must support student, school and system needs. The prior approval/expense claim form can be found on InSite.

20.22 Amount of Award

The amount of the award will be determined by available funding for each year and by the amount of applicants for each year. Reimbursement shall be conditional upon successful completion of the class or classes.

20.23 Return Service Agreement

Successful applicants must return to the Board for at least one (1) academic year for award(s) granted that year. In the event of failure to return to the employ of the Board, an employee shall refund the amount of the award together with interest at the preferred bank-lending rate prevailing at the time of the award.

ARTICLE 21 – LUNCH HOUR SUPERVISION AND EXTRA-CURRICULAR

21.10 Noon Hour Supervision

1. An employee is entitled to a duty free lunch break.
2. Employees who provide noon supervision do so on a voluntary basis.
3. Noon hour supervision includes the supervision of the noon hour intramural program(s).
4. An employee who provides noon period supervision shall have the option of being paid at the Board rate or to earn time in lieu (Service Recognition Days) at the following rate for providing noon period supervision:

Twenty (20) hours	1 day
Thirty (30) hours	1.5 days
Forty (40) hours	2.0 days.
5. An employee who chooses to be paid hourly at the Board rate shall submit the appropriate administrative procedure form on a monthly basis. An employee who chooses to earn time in lieu (Service Recognition Days) shall utilize the SR Day or be paid as per Article 21.30.

21.20 Extra-Curricular Activities

1. Employees who supervise extra-curricular activities do so on a voluntary basis.
2. Extra-curricular activities are those activities that are pre-approved by the Board and:
 - a) include students,
 - b) are not for academic support, and
 - c) occur outside the normal hours of instruction and for which an employee is not receiving other remuneration.
3. In recognition of the efforts of employees to provide extra-curricular activities that take place beyond the instructional time, any employee who provides twenty (20) or more hours of Board approved extra-curricular supervision per school shall receive time in lieu at the following rate:

Twenty (20) hours	0.5 day
Thirty (30) hours	1.0 day
Sixty (60) hours	1.5 days
Eighty (80) hours	2.0 days
One hundred forty (140) hours	2.5 days
One hundred eighty (180) hours	3.0 days

For each activity, employees may log up to 10% of their total hours for organizing and administering the extra-curricular activity (without students).

The definition of a day shall be the number of hours normally worked by a full-time employee in the employee's current classification.

4. **When an employee earns a number of hours that are not enough to bring them to an increment for days off in lieu, they may carry over up to ten (10) earned hours to the following school year.**

21.30 Service Recognition Days

1. The maximum number of Service Recognition Days that may be earned by an employee, as per Articles 21.10 and 21.20, in one school year is five (5) days.
2. An employee may carry forward up to five (5) days. Any unused days will be paid out at the substitute teacher rate.
3. The maximum number of Service Recognition Days that may be used in any one school year is five (5).
4. **The immediate supervisor shall approve, provided there is evidence of good planning and appropriate coverage in place, the taking of Service Recognition Days to a maximum of five (5) consecutive earned days. A maximum of three (3) consecutive days may be used immediately prior to or following a major school break, being Christmas break, February break or Easter break. A maximum of five (5) consecutive days can be used immediately prior to or following the February break or Easter break once by any employee in a three (3) year period.** If days are used and not earned, an employee shall forfeit the employee's daily pay.
5. **Service Recognition Days can be used in conjunction with other leaves, including personal unpaid days, to a maximum combined total of five (5).**
6. Service Recognition Days shall not be used on non-student days, excluding staff meeting/school PD/PLC and teacher planning days, except in exceptional circumstances and with the approval of the Director of Education or designate.

ARTICLE 22 – EMERGING ISSUES

22.10 Emerging Issues

The negotiating committees of the Board and the Union shall meet at least twice a year, in the fall and the spring, or upon mutual agreement to discuss any emerging issues. In addition, representatives of the Board and the Union may meet at any time upon mutual agreement.

ARTICLE 23 – TECHNOLOGICAL CHANGE

23.10 Technological Change

The parties agree that the provisions of *The Saskatchewan Employment Act* dealing with technological change, will apply.

ARTICLE 24 – PERIOD OF AGREEMENT

24.10 Duration

This Agreement shall come into force as of September 1, 2015 and remain in effect until August 31, 2018, and thereafter from year to year, provided that either party may, not less than **sixty (60)** or more than **one hundred twenty (120)** days before the date of expiry, give notice in writing to the other party to negotiate a revision thereof.

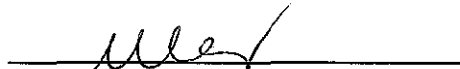
IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS

DATED AT REGINA, SASKATCHEWAN THIS 17th DAY December 2015.


SIGNED ON BEHALF OF THE BOARD OF EDUCATION OF THE PRAIRIE VALLEY SCHOOL DIVISION
NO. 208 OF SASKATCHEWAN, BY:




Janet Kotylo
Board Chair



Witness

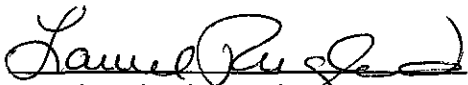


Ben Grebinski, Director of Education



Witness

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 5252, BY:



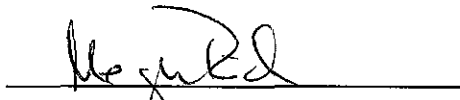
Laurel Rugland, President



Witness



Janice Wolfmuth



Witness

SCHEDULE A

Support Staff

Full-Time Hours of Work

Employee Group	Full-time hrs/day	Fixed/ Averaged	Proportion Of Fixed to Averaged Hours	Days/Year (Excluding Stats and UBH)	Stat Holidays	UBH Days	Total Days/ Year
Administrative Assistant	7.5	Fixed	n/a	191	10	12	213
Educational Assistant I	6.17	Fixed	n/a	187	10	4	201
Educational Assistant II	6.5	Fixed	n/a	187	10	4	201
Educational Assistant III	6.5	Fixed	n/a	187	10	4	201
Library Assistant	6.5	Fixed	n/a	191	10	4	201
Social Worker	8.0	Averaged	n/a	191	10		201
Nutritional Assistant	7.5	Averaged	80% Fixed 20% Averaged	191	10		201
Family Liaison Worker	7.0	Averaged	80% Fixed 20% Averaged	191	10		201
Community School Educational Assistant	7.5	Averaged	80% Fixed 20% Averaged	187	10	4	201
Community School Coordinator	8.0	Averaged	80% Fixed 20% Averaged	191	10		201
Caretaker	8.0	Averaged	80% Fixed 20% Averaged	248	12		260**

Bus Drivers:

Student days + 10 statutory holidays

The number of driving days shall be adjusted each year should there be any changes to the number of student contact days in the school year calendar.

Service Calls and PD days shall be recorded and paid as worked.

**No caretaker shall be required to work more than 248 days in any calendar year, and those days shall be scheduled as per 12.61.

SCHEDULE B

Supplementary Employment Benefits

- a) The effective date of this plan September 1, 2013.
- b) The objective of the Plan is to supplement the Employment Insurance Benefits received by female employees of the Prairie Valley School Division No. 208 who have registered for temporary unemployment due to valid health related reasons during maternity leave.
- c) Female employees eligible for sick leave benefits are covered by this plan. Employees not entitled to sick leave benefits are not entitled to receive SEB payments.
- d) Employees must prove they have applied for and are in receipt of Employment Insurance Benefits, or are in the EI waiting period, in order to receive payment under the Plan. The Employment Insurance benefit stub shall be used to verify that the employee is receiving Employment Insurance benefits.
Employees must provide satisfactory medical evidence confirming the inability to perform the duties of their own occupation for health related reasons due to pregnancy, delivery and post-delivery.
- e) Employees disentitled or disqualified from receiving EI benefits are not eligible for Supplemental Employment Benefits (SEB) except that such employees are eligible for SEB if the only reason for non-receipt is that the employee is serving the two week EI waiting period.
- f) For the period of eligibility, the Board shall pay to the employee the amount required to supplement the employee's weekly Employment Insurance benefit to 95% of her salary entitlement. For 10-month employees, benefits will only be calculated for days on which the employee would normally be at work ie) benefits are calculated based on days worked during the school-year calendar.
- g) Regular weekly earnings shall mean annual salary / 52 weeks (12 month employee) or / 41 weeks (10 month employee).
- h) Each employee who is eligible for SEB Plan benefits is entitled to such benefits for a presumptive period of nine (9) weeks commencing the date of delivery.
- i) The Plan is financed from the employer's general revenues.
- j) SEB payments will be identified separately in the payroll records.
- k) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the Plan.
- l) The employer's Revenue Canada Taxation registration number is #131016550.
- m) Employees do not have the right to SEB payments except for supplementation of EI benefits for the unemployment period as specified in the Plan.

SCHEDULE C

Rates of Pay – Support Staff

	Year 1 2015-16	Year 2 2016-17	Year 3 2017-18
Educational Assistant I			
Step 1	\$18.71	\$19.07	\$19.36
Step 2	\$19.46	\$19.83	\$20.12
Step 3	\$20.24	\$20.62	\$20.93
Step 4	\$21.05	\$21.45	\$21.77
Step 5	\$21.89	\$22.30	\$22.64
Sub rate	\$18.71	\$19.07	\$19.36
Educational Assistant II			
Step 1	\$18.71	\$19.07	\$19.36
Step 2	\$19.46	\$19.83	\$20.12
Step 3	\$20.24	\$20.62	\$20.93
Step 4	\$21.05	\$21.45	\$21.77
Step 5	\$21.89	\$22.30	\$22.64
Sub rate	\$18.71	\$19.07	\$19.36
Educational Assistant III			
Step 1	\$27.01	\$27.52	\$27.93
Step 2	\$28.09	\$28.62	\$29.05
Step 3	\$29.22	\$29.78	\$30.23
Step 4	\$30.39	\$30.97	\$31.44
Step 5	\$31.61	\$32.21	\$32.70
Nutritional Assistant/ Community School EA			
Step 1	\$18.71	\$19.07	\$19.36
Step 2	\$19.46	\$19.83	\$20.12
Step 3	\$20.24	\$20.62	\$20.93
Step 4	\$21.05	\$21.45	\$21.77
Step 5	\$21.89	\$22.30	\$22.64
Sub rate	\$18.71	\$19.07	\$19.36
Family Liaison Worker			
Step 1	\$18.71	\$19.07	\$19.36
Step 2	\$19.46	\$19.83	\$20.12
Step 3	\$20.24	\$20.62	\$20.93
Step 4	\$21.05	\$21.45	\$21.77
Step 5	\$21.89	\$22.30	\$22.64
Sub rate	\$18.71	\$19.07	\$19.36

Library Assistant			
Step 1	\$18.71	\$19.07	\$19.36
Step 2	\$19.46	\$19.83	\$20.12
Step 3	\$20.24	\$20.62	\$20.93
Step 4	\$21.05	\$21.45	\$21.77
Step 5	\$21.89	\$22.30	\$22.64
Sub rate	\$18.71	\$19.07	\$19.36
Administrative Assistant			
Step 1	\$19.87	\$20.25	\$20.55
Step 2	\$20.66	\$21.05	\$21.36
Step 3	\$21.49	\$21.90	\$22.23
Step 4	\$22.35	\$22.78	\$23.12
Step 5	\$23.24	\$23.68	\$24.03
Sub rate	\$19.87	\$20.25	\$20.55
Social Worker/ Community School Coordinator with Degree			
Year 1	\$36.03	\$36.72	\$37.27
Year 2	\$37.00	\$37.70	\$38.27
Year 3	\$37.98	\$38.70	\$39.28
Year 4	\$38.96	\$39.70	\$40.30
Year 5	\$39.94	\$40.70	\$41.31
Year 6	\$40.92	\$41.70	\$42.33
Year 7	\$41.90	\$42.70	\$43.34
Year 8	\$42.86	\$43.67	\$44.32
Year 9	\$43.84	\$44.67	\$45.34
Community School Coordinator - without degree			
Step 1	\$33.59	\$34.22	\$34.74
Caretaker			
Step 1	\$18.71	\$19.07	\$19.36
Step 2	\$19.46	\$19.83	\$20.12
Step 3	\$20.24	\$20.62	\$20.93
Step 4	\$21.05	\$21.45	\$21.77
Step 5	\$21.89	\$22.30	\$22.64
Sub rate	\$18.71	\$19.07	\$19.36
Bus Drivers			
Step 1 (Base Daily Rate)	\$45.64	\$46.51	\$47.21
Step 2 (Base Daily Rate)	\$46.51	\$47.39	\$48.10
Step 3 (Base Daily Rate)	\$47.34	\$48.24	\$48.96
KM rate	\$0.170	\$0.174	\$0.176
Charter rate (Hourly Rate)	\$15.02	\$15.31	\$15.54

MEMORANDUM OF UNDERSTANDING #1

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5252

AND

PRAIRIE VALLEY SCHOOL DIVISION

Re: Centralization of Library Service - Professional Collection and Professional Development Centre

Library services of Prairie Valley School Division are being centralized to Regina following Division Office renovations.

Three CUPE positions will be impacted. Following are the agreed to terms:

1. The in-scope Library Technician position currently filled by Cheryl Didur and based out of Wolseley will be based out of Fort Qu'Appelle for the summer period (July 2 to August 24, 2012) and will return to Wolseley for the remainder of the time this position remains in-scope. This agreement replaces previous letter on file indicating that daily hours included drive time to location of work.

In addition, the following terms will apply:

- a) Effective immediately the position will be an eight (8) hour per day, twelve (12) month, library technician position.
- b) The position will remain in the bargaining unit until August 31, 2013.
- c) Cheryl will follow the position to the Central office location September 1, 2013 and fall under the Conditions of Employment agreement.
- d) Cheryl will maintain and transfer her accumulated sick leave, vacation accrual and step of service as it relates to the wage grid.
- e) Cheryl will continue in her benefit and pension plan without interruption of provision of these benefits.
- f) Cheryl shall retain her seniority rights in CUPE Local 5252 for a period of thirty-six (36) months beyond the effective date of transfer to the centralized position.

2. The Professional Library Assistant position shall remain in-scope until the movement of the professional library collection to the Professional Development portion of the division office but no sooner than December 31, 2013. The incumbent, Yvette Baran, shall remain in this position under the current collective agreement until such time.

In addition, the following terms shall apply:

- a) An in-scope, eight (8) hour day, averaged hour position, will be provided at Dr. Isman and/or Wolseley High School (depending on needs) for Yvette for one calendar year following the movement of the professional library collection to the Professional Development portion of the division office. At the latest, this position would only extend to June 30, 2015.
- b) Yvette shall retain her seniority rights in CUPE Local 5252 for a period of thirty-six (36) months beyond the effective date of transfer to the centralized position.
- c) No Local 5252 member will be bumped from their position or suffer loss of time to accommodate Yvette.
- d) The position provided will include library work where possible, including itinerant library work with travel time and mileage provided from Wolseley. Other work may include that of an Administrative Assistant or Educational Assistant or combination thereof.
- e) Yvette shall suffer no loss of pay because of the changes.
- f) Effectively immediately, Yvette will be granted union leave as per Article 15.91 (e) each time it is requested regardless of the duration of the leave. Multiple short term leaves will be approved for the duration of her employment. If this leave extends beyond one (1) consecutive calendar year, Yvette Baran will resign from Prairie Valley School Division.

Signed on this _____ day of _____, 2015.

On behalf of
CUPE Local 5252:

On behalf of
Prairie Valley School Division:

/tw:cope491

