

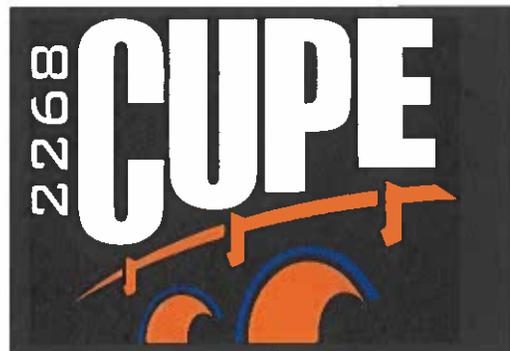
COLLECTIVE BARGAINING AGREEMENT

between

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2268**

and

**THE BOARD OF EDUCATION OF
ST. PAUL'S ROMAN CATHOLIC SEPARATE SCHOOL
DIVISION NO. 20 OF SASKATCHEWAN**



SEPTEMBER 1, 2022 TO AUGUST 31, 2025

THIS AGREEMENT MADE

FOR THE PERIOD
September 1, 2022 to August 31, 2025

BETWEEN:

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

HEREINAFTER CALLED THE "BOARD"

PARTY OF THE FIRST PART

-AND-

THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2268

HEREINAFTER CALLED THE "UNION"

PARTY OF THE SECOND PART

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GREATER SASKATOON CATHOLIC SCHOOLS MISSION

Greater Saskatoon Catholic Schools;
a welcoming community where we nurture faith,
encourage excellence in learning
and inspire students to serve others,
making the world a better place.

'We love because He first loved us.'
– 1 John 4:19

GREATER SASKATOON CATHOLIC SCHOOLS LOGO



A key feature of our logo is the perspective lines that represent rural and urban communities coming to forge a unique partnership. Reminiscent of rural landscapes, the lines merge into the towering structures of a "city" that is also a cross. The cross, in turn, is a growing tree of knowledge deeply rooted in the land and in the consciousness of Saskatchewan people.

Centered on the Bible, the rays of energy emanating from the cross reach into the expanded school division community through sharing and communication. The contemporary sans serif font demonstrates balanced proportions and has a timeless quality. Olive green complements both the biblical as well as the "growing minds" context.

The result is a logo that is rich in symbolism and one that successfully illustrates our Division's stability and strength.

PREAMBLE

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

Whereas it is the desire of both parties to this Agreement to maintain and improve the existing harmonious relations between the Board and the Union, to promote cooperation and understanding between the Board and its employees, to recognize the mutual value

of joint discussions and negotiations on matters pertaining to working conditions, hours of work, and scales of wages, to encourage effectiveness and efficiency of operation within the school division, and to promote the morale, well-being and security of all employees included in the bargaining unit represented by the Union, the parties of this Agreement do hereby enter into, establish, and agree to the following terms:

ARTICLE 1 – PUBLIC RELATIONS

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

ARTICLE 2 – TERM OF AGREEMENT

- 2.01 This Agreement shall be in force and effect on and from September 1, 2022 A.D. up to and including August 31, 2025 A.D. and from year to year thereafter unless notification of desire to amend or terminate be given in writing.
- 2.02 Either party may, not less than sixty (60) days nor greater than one hundred and twenty (120) days preceding the expiry date hereof, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.
- 2.03 The parties to the Agreement may, by mutual consent, revise any portion of the Agreement during the term of the Agreement.

ARTICLE 3 – SCOPE OF AGREEMENT

- 3.01 This Agreement shall apply to all employees employed by the Board of Education of St. Paul's Roman Catholic Separate School Division #20 of Saskatchewan, except the:
 - 1) Administrative officers of the Board including the Director of Education, Superintendents, Assistant Superintendents, Managers, Assistant Managers, International Student Program Coordinator, Auditor, and the Secretary to the Board;
 - 2) Teachers employed and functioning as such;
 - 3) A total of nine (9) positions of Executive Assistants and Benefits Administrator;
 - 4) Three (3) Payroll Officers, One (1) Communications Consultant, and one (1) Representative Workforce Consultant;

- 5) Members of CUPE Local 3730;
- 6) Employees of the former Humboldt RCSSD #15;
- 7) Elders.

3.02 The exclusion from this Agreement of any other position shall be a matter of negotiation between the Union and the Board. Where no agreement can be reached, the Board or the Union may submit the matter to the Labour Relations Board.

3.03 The words "Employee" and "Employees" where hereinafter used shall mean any person covered by this Agreement.

3.04 The parties agree references to Board Policy, other Collective Agreements and legislation are provided for information purposes only and the terms of such are not subject to collective bargaining.

ARTICLE 4 – UNION RECOGNITION

4.01 The Board agrees to recognize the Union as the sole collective bargaining agent for the employees identified in Article 3 – Scope of Agreement.

4.02 No employee shall be required to accept conditions of employment which may contravene the terms of this Agreement.

ARTICLE 5 – UNION SECURITY

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

ARTICLE 6 – CHECK OFF

6.01 DUES AUTHORIZATION: The Union and the Board have jointly developed a dues authorization form. The Board agrees to have each new employee sign the form within thirty (30) calendar days of the commencement of employment.

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

All funds deducted from an employee's earnings on behalf of the Union shall be remitted to the Secretary-Treasurer of the Union no later than the fifteenth (15th) day of the month following the month in respect to which deductions have been made. Such funds shall be accompanied by a list indicating the names of all employees from whose wages deductions have been made, the total amount earned by the employee during this period and the amount that has been deducted from each employee.

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

ARTICLE 7 – RESPONSIBILITIES

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

7.02 The Union shall notify the Superintendent, Human Resource Services as to the current names of the Officers of the Union.

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

If the Board agrees to provide employee orientation days, it is agreed that the Union President (or designate) be invited to present a one-half (½) hour session during the orientation to speak to new employees.

- 7.04 The Board shall provide the Recording Secretary of the Union with a copy of the letter sent to employees hired, terminated, demoted, promoted, transferred or appointed. Such notification shall be sent within two (2) days from the day on which the notice was sent to the employee.
- 7.05 By the end of February of each year, a Seniority List as of December 31 of the preceding year shall be provided by the Board to the Union executive to share with members. Such a list shall include the name, classification, work location and date of hire.
- 7.06 The Board shall permit a new employee to meet with a representative of the Union during the employee's first month of employment within regular working hours and without loss of pay for a maximum of fifteen (15) minutes. Arrangements for such a meeting shall be made through the employee's immediate Supervisor.
- 7.07 The Board agrees that any reports or recommendations about to be made to the Board dealing with matters included in this Collective Agreement shall be communicated to the Union at least fourteen (14) calendar days before they are approved by the Board. This will allow the Union a reasonable opportunity to consider the recommendations and respond. Copies of all resolutions adopted by the Board and which affect this Collective Agreement are to be forwarded to the Union.
- 7.08 The Board shall make available, on the GSCS website, a copy of the current Collective Agreement and provide a paper copy to the members of the CUPE Executive within forty-five (45) days of signing. The Union shall be responsible for preparation of the Collective Agreement for original signatures.
- 7.09 The Union shall have the right to post notices of Union meetings and such other notices as may be of interest to the employees on suitable bulletin boards in locations mutually agreed to by the parties.

ARTICLE 8 – SENIORITY

- 8.01 Seniority shall be on a bargaining unit basis. It shall be expressed in terms of years of service from the date of hire in the bargaining unit (not including casual service). Seniority shall continue to be accumulated subject to Article 8.02.
- 8.02 An employee shall lose all entitled seniority if the employee:
- 1) is dismissed for just cause;
 - 2) resigns in writing and does not withdraw the resignation within five (5) working days;

- 3) retires;
- 4) is laid off for a continuous period in excess of eighteen (18) calendar months; or
- 5) fails to notify the Board of the intention to return to work after a lay off within ten (10) calendar days of being notified by registered mail to do so. If the employee fails to keep the Board informed of their current address, the Board shall not be responsible for failure of a notice sent by registered mail to reach the employee.

ARTICLE 9 – CASUAL AND TEMPORARY EMPLOYEES

- 9.01 1) Casual workers shall be defined as employees who work on a call-in basis and are only scheduled to work for a period of thirty (30) working days or less. Casual workers shall be paid eighty percent (80%) of Step 1 of the Level, Schedule A, to which they are assigned by the Board.

After twelve hundred (1200) cumulative hours of casual service with the Board, the casual employee shall be paid at Step 1 of the applicable classification rate of pay but shall be otherwise considered as a casual employee.

- 2) A Temporary employee is a permanent or non-permanent employee who fills a position of from thirty (30) working days to a maximum of one (1) year (longer by mutual agreement between the Union and the Board), and approved by the designated Superintendent, to perform one of the following:
 - a) relief of a permanent employee who is absent from duty due to vacation, extended illness, or other approved leaves of absence or;
 - b) project work with fixed commencement and completion date and;
 - c) continuous work which is for a maximum of one (1) year.

- 9.02 1) Service gained as a casual employee shall be considered as service for the purpose of determining seniority provided they work thirty (30) continuous days or more. If they work thirty (30) continuous days, they shall be entitled to seniority as per Article 9.02 2). Professional Learning Days (PLD), stat holidays and school breaks shall not be considered a break in service (prorated).

- 2) Service gained as a temporary employee shall be considered as service for the purpose of determining seniority, but seniority will date as of the original date of hire as a temporary with the Board upon receiving a permanent position provided there is no break in service of more than twelve (12) months excluding scheduled summer vacation periods. Where there is a break in temporary service of more than twelve (12) months, excluding scheduled summer vacation periods, previous temporary service will not be included in the seniority date.

9.03 With the exception of Article 41 – Employee Benefits Plan, temporary employees shall receive all rights and benefits of the Collective Agreement.

ARTICLE 10 – VACANCIES, NEW POSITIONS AND RECLASSIFICATIONS

10.01 The parties to this Collective Agreement are committed to the principles of diversity and agree to advocate for employment opportunities consistent with the representative workforce strategies of the parties.

10.02 The title and rates of pay applicable to new job classifications and the reclassification of any existing positions within the scope of this Agreement shall be subject to negotiation between the Union and the Board.

10.03 The membership of the Union shall be advised of all new and vacant positions which are at least the equivalent of one-quarter (1/4) time. Such advisement shall take the form of a Notice of Job Opening being sent to all work centres, and all CUPE 2268 members through their GSCS email, posted on the GSCS website, and sent to the Recording Secretary of the Union. During the summer break, a notice of job opening shall be placed in the reception area at the Board Office. At the same time positions are advertised internally, they may also be advertised publicly.

It is agreed and understood first preference for filling new and vacant positions of less than one-quarter (1/4) time shall be extended to existing permanent staff who have indicated their preference for additional assigned hours (to the appropriate Superintendent).

10.04 All Notices of Job Openings shall contain the following information: competition number, job classification, required qualifications, job summary, salary range, location, term of employment and scheduled hours of work if determined.

10.05 Excluding the summer break, employees shall make application through the electronic application process within seven (7) full calendar days of the posting of the Notice of Job Opening at the Board Office.

10.06 Postings shall close before the last day of the school year. Postings during the summer break shall be limited to four (4) weeks prior to the commencement of the school year for ten (10) month employees.

10.07 Vacancies

Lateral Vacancies

Where more than one (1) employee from the Union makes application for a position the following procedure will be followed:

The position shall be offered to the most senior applicant who is currently permanently employed in the same job classification with the same job title as that posted and who possesses the required qualifications and ability.

Applicants currently working in a higher paid position (with similar qualifications and duties) shall be treated in the same fashion as those holding the same job title of the posted vacancy.

Promotions

Where more than one (1) employee, possessing the required qualifications and ability from the union makes application for a position the following procedure will be followed:

Where there are no applicants permanently employed in the same job classification with the same job title as that posted, the position shall be awarded to the union member based on qualifications and ability. When two (2) or more applicants are deemed to be equal with respect to qualifications and ability, seniority shall be the determining factor.

10.08 Trial Period:

- 1) When a member of the Union is the successful applicant, the employee shall be placed on trial for a period of ninety (90) calendar days. Conditional on satisfactory service the employee shall be declared permanent after the period of ninety (90) calendar days. In the event the employee wishes to return to their former position, the employee shall within thirty (30) calendar days of appointment, give five (5) working days' notice. In the event the successful applicant proves unsatisfactory in the position during the trial period, the employee shall be, with five (5) working days' notice, returned to their former position and wage or salary rate. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and wage or salary rate.

2) Trial Period for Union Members Appointed to an Out-of-Scope Position

An employee temporarily filling an out-of-scope position for less than 12 consecutive months shall continue to have Union dues deducted from each pay period for the purpose of seniority accrual and the employee being entitled to the rights and benefits provided by this Agreement upon their return to their Union position.

Permanent employees appointed to a temporary out-of-scope position shall be returned to their former job classification upon the termination of the temporary appointment.

10.09 The Board agrees to provide the names of all employees who make application for a posted position as well as the name of the successful applicant if requested within ten (10) working days of the appointment by a duly recognized Union representative.

The Board shall provide a detailed explanation to all CUPE Local 2268 applicants who have been denied the position if requested by such an applicant, and/or the Union.

10.10 New employees shall receive an orientation of their workplace during regular working hours by their immediate supervisor or designate at the location of the position being filled.

10.11 Job Reclassification

An employee may request a review of job classification by written submission to the Union.

1) The reclassification process is as follows:

- a. The employee(s) fills out the Position Analysis Review (PAR) Form. Forms can be found on the GSCS intranet and/or the CUPE Local 2268 website.
- b. The employee(s) fills out the form and is signed by their manager/supervisor.
- c. The employee(s) forwards the form to the Union for review.
- d. The Union forwards the form to Human Resources.
- e. The Board notifies the Union and the employee of the decision. The employee has the opportunity to meet with the Union to discuss the results.

ARTICLE 11 – PROBATIONARY PERIOD

- 11.01 Probation shall be for the first (90) ninety calendar days of permanent employment with the Board. During the period an employee is on probation, the employee shall be entitled to all rights and privileges of this Agreement (including Article 26 – Grievances) except with regard to dismissal.
- 11.02 After completion of the Probationary Period, seniority shall date from the original date of employment within the bargaining unit.
- 11.03 Notwithstanding the above provision, it is agreed the Probationary Period for an employee may be extended for an additional one-hundred and eighty (180) calendar days by mutual consent between the Board and the Union. Such extension is to take the form of two (2) ninety (90) day extensions. Application for the first extension may be given at any time by either party prior to the completion of the original ninety (90) days of probation.
- 11.04 No probationary employee will be eligible to apply for a lateral vacancy within the Local until they have successfully completed their probationary period.
- 11.05 Performance evaluations shall be conducted regularly within a three (3) year cycle.

ARTICLE 12 – TRANSFER OF EMPLOYEES

- 12.01 The Board shall have the right to transfer employees within a job classification as conditions or circumstances may warrant. Transfer procedure will include consultation with the employee and notification to the Union, and will be subject to the following conditions:
- 1) There shall be no loss of salary or change in the number of hours worked unless mutually agreed to by the Employee, the Union and the Board.
 - 2) At least ten (10) working days' notice shall be given to the employee prior to the transfer.
 - 3) Transfers shall be restricted to the same city the employee is presently employed unless mutually agreed to by the Employee, the Union and the Board.
- 12.02 Section 12.01 (2) and (3) may be waived by mutual agreement between the Employee, the Union and the Board.

12.03 Where the Board has determined the need to transfer at a work location as a result of student movement, an employee in that job classification at that location may voluntarily request to transfer. In the event no employee voluntarily requests to transfer, the employee with the least seniority in that job classification at that location will be transferred.

ARTICLE 13 – REDUCTION OF STAFF AND RE-HIRING PROCEDURES

13.01 A lay off shall be defined as a reduction in the work force or a general reduction in the number of assigned working hours for employees within a job classification.

13.02 In instances where the Board finds it necessary to reduce staff numbers within a job classification, the employee in that classification with the least seniority shall be laid off.

13.03 Employees who lose their positions within a job classification either directly or indirectly through a reduction in staff shall have the opportunity to select a position in another job classification provided they have the necessary qualifications, ability and seniority. The position selected must be of equal or lesser assigned percentage of working time than her previously occupied position.

13.04 An employee who accepts a position in a lower paid classification shall be placed at the same salary step level as the employee was in the previous position.

13.05 Employees on lay off for a period of up to eighteen (18) months shall maintain, but not accrue, seniority. Employees who do not wish to accept an offered position while on layoff shall remain on the recall list.

13.06 In the event of a staff increase, no new employees shall be hired until the position(s) have been offered to employees who are on layoffs and who are maintaining seniority and who have the qualifications and ability to fill the available position(s).

13.07 In order for employees to benefit by the provisions of Article 13.06, they must ensure the Superintendent of Human Resource Services has knowledge of their current address.

13.08 Employees laid off in June shall be given an approximate recall date by means of written notification. It is understood Educational Assistants may be transferred from one school to another depending on need.

ARTICLE 14 – NOTICE OF LAY OFF

14.01 In the event of a lay off, other than June layoffs, employees shall receive the following notice:

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

14.02 The notices referred to in Section 14.01 may be waived or modified by mutual agreement between the Board, the Union and the employee concerned.

ARTICLE 15 – DISMISSAL SUSPENSION OR DISCIPLINE

15.01 The Board and CUPE endorse the concept of progressive discipline. Progressive discipline shall take the form of verbal reprimand, written reprimand, suspension and dismissal.

15.02 An employee who has completed the probationary period shall be dismissed or suspended only for just cause upon the authority of the Board. Such employee and the Union shall be advised promptly, in writing, by the Board, of the reason for the dismissal or suspension. Such employee shall have recourse to the Grievance Procedure, and Steps One and Two shall be omitted in such a case.

15.03 The Board agrees in the event of the Union desiring to investigate the grounds for any dismissal or suspension of an employee, it will do everything it reasonably can do to acquaint the Union with the grounds of the dismissal or suspension.

15.04 An employee who has been unjustly dismissed or suspended shall be immediately reinstated to their former position. The employee shall be compensated for all time lost in an amount equal to her normal earnings during the period of such dismissal or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

15.05 a) The Board shall notify an employee, in advance, and hand deliver any letter of dissatisfaction it wishes to express concerning the employee within ten (10) working days of having verbally expressed such dissatisfaction. The letter shall become part of the employee's personnel record. Employees wishing to respond to the letter of dissatisfaction may do so by hand delivering a written response to their Superintendent within ten (10) working days of receiving the letter of dissatisfaction. The employee's response shall become part of the employee's personnel record.

b) Employees shall be notified they have the right to have a Union representative present at a meeting for dismissal, suspension or discipline including the meeting to issue a letter of dissatisfaction. The Union shall be notified a letter of dissatisfaction is being given to an employee and the Union shall receive a copy of the letter of dissatisfaction the same day the employee receives the letter.

The Board and the Union support effective communication of any performance/conduct concerns with the desired end of supporting improvement and encourage appropriate documentation of such communications.

15.06 Documents outlined above shall not be used after fifteen (15) months, provided there has been no further discipline of a similar nature rendered within fifteen (15) months of the initial discipline.

15.07 An employee's reports involving serious, non-performance issues such as inappropriate behaviour with students, harassment or theft may be used against an employee for a period of up to thirty-six (36) months from the date of the letter(s) of dissatisfaction.

ARTICLE 16 – NO DISCRIMINATION

16.01 The parties agree that the Board has the right to employ or give preference in matters of employment to persons of the Roman Catholic faith.

16.02 The Board agrees there will be no discrimination, interference, restriction or coercion experienced or practiced with any of its employees by reason of race or perceived race, creed, colour, political or religious affiliation, sex, marital status, gender identity or expression, family status, sexual orientation, disability, age, national or ethnic origin, genetic characteristics, place of residence, physical size or weight, receipt of public assistance, nationality, ancestry, place of origin, nor by reason of membership or activity in a trade union.

ARTICLE 17 – HARASSMENT

17.01 The principles and values of the School Division include the right of all employees to self respect and dignity. It is agreed the workplace should be free from all harassment.

17.02 Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance or workplace relationships, or endangers an employee's employment status or potential.

17.03 Employees who feel they are victims of any form of harassment by another member of CUPE 2268 shall be encouraged to use the provisions of Board Policy GBH prior to accessing the grievance procedure.

17.04 Employees who feel they are victims of any form of harassment shall as a first recourse be encouraged to use the provisions of Board Policy GBH prior to accessing the grievance procedure. Where this is deemed not appropriate by either the Union or Board, or it is not successful, an employee may appeal a decision of the Board Policy GBH under the grievance route beginning at Step One. Employees will avoid filing the same complaint under two (2) different provisions simultaneously.

ARTICLE 18 – ACCESS TO PERSONNEL FILE

18.01 Employees shall have access to their personnel file. Requests to view their file shall be directed to the Superintendent, Human Resource Services or designate. The file must be examined in the presence of the Superintendent or designate. Material in the file may not be removed from the Board Office and may not be amended or deleted without the approval of the Superintendent. The Superintendent or designate shall, at the request of the employee, provide a copy of any or all records to which the employee has been granted access. The Board may, at its discretion, charge copying fees.

ARTICLE 19 – WORKPLACE SAFETY

- 19.01 The Union and the Board shall comply with all provisions of *The Saskatchewan Employment Act* and The Occupational Health and Safety Regulations and shall continue to cooperate in perfecting the safety measures now in effect.
- 19.02 The Union and Board support the work of and will assist in ensuring the site based Occupational Health and Safety Committees function effectively and comply with applicable Acts and Regulations. The Committees will include a member of the Union and a co-chair shall be selected from among the unionized committee members in that location. The work of the committees shall be to educate, inspect, investigate and proactively support the employees in a health and safe workplace.
- 19.03 The Union, Board and all members recognize their roles in promoting the health and safety of its members and employees. The Union, Board and all members recognize their obligation to adhere to and comply with division policy, health and safety legislation, statutes and regulations.

ARTICLE 20 – OTHER PROVISIONS

- 20.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law, proclamation or regulation now existing or hereafter enacted or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the Agreement for negotiation.

ARTICLE 21 – PROTECTIVE CLOTHING

- 21.01 The Board will provide and maintain for staff such uniforms, gloves, and other protective clothing as required by *The Saskatchewan Employment Act*. There shall be no charge to an employee.

ARTICLE 22 – TECHNOLOGICAL CHANGE

- 22.01 In the event the Board introduces a technological change as defined in *The Saskatchewan Employment Act and Regulations*; and the change would have an impact on three (3) or more employees:

- 1) No additional employees shall be hired as a result of the change until the employees already on staff are allowed a training period to acquire the necessary knowledge and/or skills to occupy the positions affected by the technological change.
- 2) The period of said training shall be negotiated between the Board and the Union.

22.02 Employees who are laid off due to the implementation of a technological change as stated in Article 22.01 shall maintain the protection of Articles 10 and 13 of the Collective Agreement for as long as they hold seniority rights.

22.03 Due to an operational change or technological advance which requires new or greater skills on the part of a permanent employee than already possessed by such an employee, the Board will provide at least three (3) months' notice of such requirements. The Board will also provide an opportunity for training or retraining. The affected employee may request to be transferred to another position within the school division. No additional employees shall be hired as a result of the change until employees already on staff are allowed a training period to acquire the necessary knowledge and/or skills to occupy those positions affected by the technological change or change in operational procedure.

ARTICLE 23 – AMALGAMATIONS/MERGERS

23.01 If there is an amalgamation, annexation or merger of the Board, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence.

ARTICLE 24 – JOB SECURITY

24.01 No employee shall be laid off or have their hours of work reduced due to the Board contracting out work or services.

The Union will be consulted prior to any contracting out of bargaining unit work and be provided an opportunity to propose alternatives to the contracted services.

ARTICLE 25 – LABOUR RELATIONS COMMITTEE

25.01 The parties agree the Labour Relations Committee shall consist of equal representation appointed by the Union and the Board. A Board representative and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

- 25.02 The Labour Relations Committee shall meet with the objective to achieving an improved employee and Board relationship and a more effective and efficient work environment.
- 25.03 The Labour Relations Committee shall not have jurisdiction over wages, or any matter of collective bargaining. The Committee shall not supersede the activities of any committee of the Union or the Board. The Committee shall have the power to make recommendations to the Union and the Board with respect to its discussions and conclusions.
- 25.04 Union representatives on the Labour Relations Committee shall receive full pay and benefits for time spent in meetings of the Committee.

ARTICLE 26 – GRIEVANCES

26.01 A grievance shall be defined as any unresolved difference or misunderstanding which an employee or the Union may desire to discuss and adjust with the Board. In order to maintain harmonious relationships and open lines of communication within the school division, an employee who considers they have been aggrieved shall first discuss the matter with their immediate Supervisor. If the issue cannot be settled satisfactorily within seven (7) working days, the employee shall inform their immediate Supervisor, in writing, that the matter shall be brought to the attention of the Union Steward who shall act in accordance with the Grievance Procedure. Formal grievances must be signed by both the grievor and the Union Steward.

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

- 26.02 When the Union has reason to believe the Board has erred in the general application or interpretation of the Agreement, the matter shall be discussed with the Superintendent, Human Resource Services. The Superintendent shall discuss the matter with the Union Steward within seven (7) working days of having received the matter and shall render a decision, in writing, within seven (7) working days of the discussion. If the issue is not resolved at this level, the Union shall have the right to initiate a grievance at Step 3 of the Grievance Procedure.
- 26.03 The time limits prescribed in Article 26.07 may be extended by mutual consent of both parties to this Agreement.

- 26.04 It is agreed and understood grievances shall be settled without stoppage of work on the part of the employees or lockout by the Board while Steps 1 to 5 of the Grievance Procedure are in effect or once a grievance has been submitted to arbitration.
- 26.05 It is agreed and understood that where an officer of the Board or Union is named in the Grievance Procedure, the Grievance shall be heard by a designate.
- 26.06 It is agreed and understood that upon mutual agreement, the parties may refer any grievance back to the Grievance Resolution Committee at any stage of the grievance process.

26.07 GRIEVANCE PROCEDURE

Step One – Grievance to the Designated Superintendent

The Union Steward may refer the grievance, in writing, to the designated Superintendent within ten (10) working days of the alleged occurrence with a copy to the Superintendent, Human Resource Services. The designated Superintendent shall discuss the grievance with the Union Steward within seven (7) working days of receipt of the grievance and shall render a decision, in writing, within seven (7) working days of the discussion. The Union Steward may be accompanied by the employee involved if the latter so wishes.

Step Two – Grievance to the Superintendent of Human Resource Services

Failing satisfactory settlement of the grievance at Step One, the Union Steward may refer the matter to the Superintendent, Human Resource Services, in writing, within seven (7) working days of having received the written decision of the designated Superintendent.

The Superintendent, Human Resource Services shall discuss the grievance with the Union Steward within seven (7) working days of receipt of the grievance and convene a Grievance Resolution Committee. The grievor shall attend Grievance Resolution Committee meetings if the grievor so wishes. The Grievance Resolution Committee shall operate according to the guidelines as defined in Article 26.08 and shall render a decision, in writing, to the Union and the Superintendent, Human Resource Services within twelve (12) working days of the referral of the grievance to Step Two.

Step Three – Grievance to the Director

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

Step Four – Grievance to the Board of Education

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

Step Five – Grievance to Arbitration

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

26.08 GUIDELINES: GRIEVANCE RESOLUTION COMMITTEE

The purpose of the Grievance Resolution Committee is to seek resolution to non policy grievances in the early stages of a grievance through a forum of discussion that maintains the integrity of the employee, the Union and the Board. The specific purpose is to seek a resolution which best meets the needs of all parties involved.

The membership shall include the Superintendent, Human Resource Services, the Designated Superintendent, the Chief Union Steward and a Union Member of the Labour Relations Committee.

The membership may be expanded by mutual agreement.

The grievor and grieved shall attend Grievance Resolution Committee meetings if either wishes.

The Grievance Resolution Committee shall operate on a consensus model of decision making which would require all parties to agree to a decision. The Grievance Resolution Committee, by mutual consent, may establish more specific guidelines regarding membership, time frames or process, based on the individual circumstances of each case.

ARTICLE 27 – ARBITRATION

27.01 Where a grievance is referred to Arbitration, a single Arbitrator or a Board of Arbitration shall be established in accordance with the provisions of *The Saskatchewan Employment Act and Regulations*.

27.02 The decision of the Arbitrator or the Board of Arbitration shall be final and binding on both parties to this Agreement.

27.03 In order to render a decision which it deems just and equitable, the Arbitrator or the Board of Arbitration shall have the right to waive formal procedural irregularities affecting the grievance if, in its opinion, such irregularities are not essential to the grievance being arbitrated. However, the Arbitrator or the Board of Arbitration shall not have the power to alter, modify or amend any provisions of this Agreement.

27.04 Should the parties to this Agreement disagree in the interpretation of the Arbitrator or the Board of Arbitration's decision, either party may apply to the Arbitrator or the Chairperson of the Board to reconvene the hearing for the sole purpose of clarifying the original decision.

27.05 Subject to the exceptions in Article 27, each party shall:

- 1) where a Board of Arbitration is established, pay for the fees and expenses of the Board member it appoints; and one-half (½) of the fees and expenses of the Arbitration Board Chairperson; or
- 2) where a single Arbitrator is appointed, pay one-half (½) of the fees and expenses of the Arbitrator.

ARTICLE 28 – TIME OFF FOR MEETINGS

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

- 1) participating in collective bargaining with the Board;

- 2) participating in grievance, conciliation, or arbitration proceedings on matters arising from this agreement; or
- 3) participating in meetings of the Catholic Faith Committee, Labour Relations Committee and Representative Work Force Committee, or sub-committees thereof.

28.02 The number of employee representatives participating in meetings for the purpose of collective bargaining shall not exceed six (6).

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

ARTICLE 29 – UNION LEAVE

29.01 An employee who is elected or selected for a full-time position with the Union shall be granted Leave of Absence for a period-of up to one (1) calendar year. Upon the request of CUPE Local 2268, such leave shall be renewed or extended by the Board for a period of time not exceeding one (1) additional calendar year. The employee shall receive their 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.

29.02 Except by mutual agreement, no more than one (1) employee from CUPE Local 2268 shall be on Leave of Absence for a full-time Union position.

29.03 Upon written request to the Superintendent of Human Resources, and with a minimum of ten (10) working days notice prior to a Union Convention, conference, or workshop, employees appointed or elected by the Union to represent CUPE Local 2268 at Union Conventions or Workshops, shall be permitted, after receiving authorization from the Superintendent or designate to attend. This authorization shall not be arbitrarily withheld. The Union shall reimburse the Board for all wages and benefits paid to the employee by the Board during such leave. No more than five (5) members may be away at any one time unless otherwise agreed to by the parties to this Agreement.

29.04 It is agreed the Union President shall be granted leave for Union business without loss of pay or benefits during each school year at one (1) day/week. The Union agrees to apply to the Superintendent of Human Resources a minimum of one (1) month in advance of the commencement of President's leave each school year. The Union shall reimburse the Board for all pay and benefits during the period of absence.

The parties agree that the vacancy created will be posted as temporary for each school year and shall be a consistent day each week to ensure greater continuity at the school/work location.

- 29.05 The Vice-President, Lead Steward shall be granted leave for Union business, without loss of pay or benefits, for two (2) days per month, during each school year.

The Union agrees to apply to the Superintendent of Human Resources a minimum of one (1) month in advance of the commencement of the leave each school year.

The Union shall reimburse the Board for all pay and benefits during the period of absence.

The vacancy created may be posted as a temporary for each school year and shall be a consistent day each week to ensure greater continuity at the school/work location.

ARTICLE 30 – LEAVE ADJUDICATION

- 30.01 Leave adjudication in Greater Saskatoon Catholic Schools shall be in accordance with the Division Leave Guidelines which can be accessed on the School Division website and in accordance with the provisions of Policy GFA.
- 30.02 The Labour Relations Committee shall be provided with the opportunity to provide input and suggestions to any proposed changes to Division Leave Guidelines and/or Leave Policy prior to implementation.

ARTICLE 31 – PROFESSIONAL DEVELOPMENT LEAVE

- 31.01 A leave of absence from duties for up to one (1) calendar year may be granted by the Superintendent of Human Resource Services to an employee for the purpose of educational upgrading in a field of study related to the work done by members of the bargaining unit for the Board.
- 31.02 The conditions surrounding such leave shall be as follows:
- 1) The leave may be either with or without pay.
 - 2) Registration and other related costs may be paid by the Board.

- 3) For leaves of two (2) weeks or less, the employee shall continue to accrue the benefits of this Agreement. Upon return, the employee shall be placed in their former job position.
- 4) For leaves of more than two (2) weeks – no such leave may be granted unless the Superintendent and the employee mutually agree, in advance of the leave, to the conditions surrounding the employee's job placement and employment commitment to the Board at the expiration of the leave. In terms of seniority, the leave shall not be considered as a break in service. Upon return to duty, all other rights and benefits provided by this Agreement shall be at their former level. Applications for leave are to be submitted to the Superintendent at least one (1) month in advance of the commencement date of the proposed leave.

31.03 An employee may request the Board pay the registration fee and other related costs in regard to the enrolment in a specific job related course or training seminar. Applications must be made before the commencement date of the course or seminar.

31.04 When the Board requires an employee to enroll in a specific course, the Board will pay the registration fee and other approved costs.

ARTICLE 32 – EXTENDED LEAVE

32.01 Leave of absence for personal reasons without pay and without loss of accrued benefits for a maximum of one (1) calendar year may be granted by the Director of Education. Applications must be submitted to the Superintendent.

32.02 Upon return from an extended leave, employees are guaranteed employment in the same or a comparable position to that held at the time the leave began, the same accrued benefits and the same salary increment level at current rates of pay. Notice of intention to return to work from an extended leave must be provided at least ten (10) working days prior to the actual date of return to work.

32.03 The Board and CUPE 2268 agree and support the provisions of the Employment Insurance Compassionate Care Benefit provisions. For information on the benefit, employees may contact Human Resource Development Canada at 1-800-206-7218 or <http://www.esdc.gc.ca/eng/home.shtml>.

ARTICLE 33 – LAY MINISTRY LEAVE

33.01 Employees who wish to perform duties as a lay minister during working hours may request leave with pay. Such leave may be granted provided the Board does not incur replacement costs.

33.02 By mutual agreement with the immediate supervisor, employees may be allowed to adjust their schedules to accommodate a lay ministry leave.

ARTICLE 34 – MATERNITY, ADOPTION AND PARENTAL LEAVE

34.01 Employees who have been in the employ of the Board for a continuous period of at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence shall be eligible for Maternity Leave without pay. For the purposes of eligibility, layoffs during the months of July and August shall not be considered as service or as a break in service.

34.02 In addition to maternity leave provisions of Article 34.01, employees shall be eligible for supplemental employment benefits in accordance with the provisions detailed in Appendix I.

34.03 Maternity Leave shall cover a period of up to twenty-six (26) weeks. Upon request, Maternity Leave without pay shall be extended up to an additional fifty-two (52) weeks for a total of seventy-eight (78) weeks or eighteen (18) months, with the understanding that barring exceptional circumstance, at no time shall the total paid and unpaid Maternity and Parental Leave exceed twenty-four (24) months from the birth of the child.

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

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

34.05 Upon the expiration of Maternity, Adoption or Parental Leave, the employee shall be returned to their former position subject to the provisions of this Agreement.

34.06 Failure to return to work within the period specified in the application of the time period required in Article 34.07 shall be considered as sufficient cause for termination of employment.

- 34.07 An employee to whom Maternity, Adoption or Parental leave has been granted and who intends to resume employment with the Board after the leave expires shall, at least ten (10) working days prior to the day on which the employee intends to resume employment, notify the Board of the intention to do so.
- 34.08 Employees on Maternity Leave are entitled to accumulated sick leave and vacation credits only during the time they are in receipt of SEB Plan benefits. For the purposes of seniority and rights of recall, being on Maternity, Adoption and Parental Leave does not constitute a break in service, and seniority and rights of recall continue to accrue while an employee is taking Maternity, Adoption or Parental Leave. Should an employee on Maternity Leave wish to continue participation in the Board's Employee Benefits Plan, the Board shall continue to pay its share of the premiums in accordance with Article 41 "Employee Benefits Plan".
- 34.09 At the discretion of the Board, Maternity Leave shall be granted to employees whose pregnancy is terminated for reasons other than the normal birth of the child.
- 34.10 Employees who have been in the employ of the Board for a continuous period of twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence shall be eligible for unpaid Adoption Leave. The employee shall notify the Board as soon as possible after the Approval of Adoption. Such leave will be for a period of up to twenty-six (26) weeks. Leave beyond twenty-six (26) weeks will be by mutual agreement between the Board and the employee. (See Appendix I.)
- 34.11 Employees who have been in the employ of the Board for a continuous period of at least twenty (20) weeks during the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence are entitled up to thirty-four (34) consecutive weeks unpaid Parental Leave for employees who are entitled to a combination of seventy-eight (78) weeks of Maternity and unpaid Parental Leave for employees who are entitled to Maternity or Adoption Leave. When an employee is not entitled to Maternity or Adoption Leave, the employee may access up to seventy-eight (78) weeks of unpaid Parental Leave. For the purpose of eligibility, layoffs during July and August shall not be considered as service or as a break in service.
- 34.12 Employees who are granted Parental Leave are guaranteed employment in the same or a comparable position to that held at the time the leave began and the same benefits and salary increment level at the current rate of pay.
- 34.13 Upon the expiration of Adoption Leave, an employee shall be returned to their former position at the current rate of pay with no loss of benefits.

ARTICLE 35 – SICK LEAVE

- 35.01 Sick leave means the period an employee is absent from work with full pay by virtue of being sick or disabled.
- 35.02 An employee may be required to provide a certificate from a medical practitioner to the Superintendent, Human Resource Services for any illness in excess of three (3) working days in thirty (30) calendar days, certifying the employee was unable to carry out their duties due to illness before allowing sick pay.
- 35.03 From the date of hiring, full-time employees occupying twelve (12) month positions shall earn two (2) days sick leave per month, with the unused portion to accumulate up to a maximum of one-hundred and eighty (180) working days. Full-time employees occupying ten (10) month positions shall earn two (2) days sick leave per month for the months of September to June inclusive, with the unused portion to accumulate up to a maximum of one-hundred and eighty (180) working days. Employees on a part-time basis shall have such credit pro-rated with a maximum accumulation of one-hundred and eighty (180) pro-rated days. Sick leave days are accrued based on hours per day worked.
- 35.04 New employees shall not be eligible for sick leave for thirty (30) calendar days from their date of hire. After thirty (30) calendar days they shall be credited with two (2) days of sick leave per month, in accordance with Article 35.03.
- 35.05 A statement of accumulative sick leave credits will be issued to each employee on their monthly statement.
- 35.06 Absences due to illness shall first be charged against the current year's accumulation. Absence in excess of the current year's accumulation shall be charged to the employee's sick leave credit standing at the start of the year.
- 35.07 An employee on Workers' Compensation or sick leave shall not continue to accumulate sick leave credits beyond a period of absence of eight (8) months.
- 35.08 At the termination of employment, the employee has no claim for salary in lieu of unused sick leave.
- 35.09 Every employee who is absent on account of illness or who must leave the work place due to illness shall notify her immediate Supervisor as soon as is reasonably possible.
- 35.10 Wages for time lost due to compulsory quarantine shall be paid to employees when certified by a medical officer, and shall not be charged to sick leave.

35.11 Sick leave without pay will be granted by a Superintendent for a maximum of one (1) calendar year to a full-time employee who has exhausted all sick leave credits and is not in receipt of other benefits. Further extension of this leave may be granted by the Director.

35.12 Upon return from sick leave without pay or long term disability, employees are guaranteed employment in the same or comparable position to that held at the time the leave or long term disability began, at the same accrued benefits and the same salary increment level and at the current rates of pay.

Notice of intention to return to work from sick leave without pay or long term disability must be provided by the employee at least ten (10) working days prior to return to work and following the employee's advisement by a physician.

35.13 Where possible, employees are to make medical, dental and other appointments outside of their normal working hours.

ARTICLE 36 – VACATION PERIOD WITH PAY

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

- 1) Dates of an employee's annual vacation period must be approved by the immediate Supervisor and the Superintendent.
- 2) Vacation time is to be scheduled during the summer break in each year. However, with the approval of the immediate Supervisor and appropriate Superintendent an employee may take vacation at another time.
- 3) The anniversary date for computing vacation time shall be the employee's date of hire.
- 4) Employees with less than one (1) year of service shall be able to take earned vacation provided they have satisfactorily completed their probation period.
- 5) Effective September 1, 2019, for twelve (12) month employees, vacation days shall be earned as follows:
 - a) During the 1st and subsequent years of employment, including the 6th year – fifteen (15) days' vacation.
 - b) During the 7th and subsequent years of employment, including the 14th year – twenty (20) days' vacation.

- c) During the 15th and subsequent years of employment, including the 22nd year – twenty-five (25) days' vacation.
- d) During the 23rd and subsequent years of employment – thirty (30) days' vacation.

– or –

- 6) Effective September 1, 2019, for ten (10) month employees, vacation credits shall be earned as follows:
 - a) During the 1st and subsequent years of employment, including the 6th year – 3/52 of gross earnings.
 - b) During the 7th and subsequent years of employment, including the 14th year – 4/52 of gross earnings.
 - c) During the 15th and subsequent years of employment, including the 22nd year – 5/52 of gross earnings.
 - d) During the 23rd and subsequent years of employment 6/52 of gross earnings.

36.02 It is agreed and understood Social Workers and School Psychologists, are monthly paid employees working teaching days as per Article 51.01 of the Agreement and receive the same vacation period as teachers and it is deemed they are receiving paid holidays during the time of vacation periods. The hourly rate in the Agreement is used to determine the monthly salary for these classifications.

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

36.04 An employee leaving the service of the Board at any time prior to accessing their earned vacation shall be entitled to vacation pay as set forth in this Agreement.

36.05 Annual vacation leave may be changed to sick leave under the following circumstance –where an employee has requested and received approval for annual vacation and the employee subsequently becomes ill and is absent from work and it is determined, by statement of a duly qualified medical practitioner, the employee will be ill at the commencement of vacation.

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

36.06 If any employee is hospitalized while on vacation, their vacation may be extended by the number of days the employee was hospitalized and by the number of days deemed necessary for convalescence by an employee's physician, to a maximum number of vacation days approved for the vacation, providing evidence is given to the appropriate Superintendent.

ARTICLE 37 – PUBLIC HOLIDAYS WITH PAY

37.01 Public Holidays shall include the following:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	Saskatchewan Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
	National Day for Truth and Reconciliation	

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

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

37.03 It is understood and agreed that an employee and the Superintendent may mutually agree to waive the provisions of Article 37.02 in favour of an alternate day.

37.04 The provisions of Article 37.02 and Article 37.03 shall not apply to School Social Workers or School Psychologists.

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

ARTICLE 38 – PENSION PLAN

38.01 All permanent employees shall, as a condition of employment, participate in the Municipal Employees' Pension Plan on their first day of employment. Non-permanent employees must choose to either participate or not participate prior to completion of seven-hundred (700) hours of work in each of two (2) consecutive years.

ARTICLE 39 – RESIGNATIONS

39.01 Employees wishing to resign shall make every effort to give the minimum statutory notice of two (2) weeks to the Board. This may be waived by the Board. An employee may request to rescind their resignation up to seven (7) calendar days following the Board's acceptance of the resignation.

ARTICLE 40 – RECOGNITION OF SERVICE PAYMENTS

40.01 The date on which an employee is hired to a permanent/continuing position shall be designated as the "anniversary date" for the purpose of this Article.

40.02 Payments shall be paid to an employee within thirty (30) days following termination of employment for any reason.

40.03 The payment due an employee who dies while in the employ of the Board shall be paid to their designated beneficiary or estate.

40.04 Recognition of Service Payments shall be made on the following basis:

- 1) After five (5) years of service
– one (1) week of wages at the regular rate of pay.
- 2) After ten (10) years of service
– four (4) weeks wages at the regular rate of pay.
- 3) After fifteen (15) years of service
– five (5) weeks wages at the regular rate of pay.
- 4) After twenty (20) years of service
– six (6) weeks wages at the regular rate of pay.
- 5) After twenty-five (25) years of service
– eight (8) weeks wages at the regular rate of pay.

ARTICLE 41 – WORKERS' COMPENSATION DIFFERENTIAL

41.01 All employees receiving benefits from the Workers' Compensation Board for total loss of earning capacity as a result of carrying out their duties for the School Board, shall be paid by the Board an amount equivalent to the difference between the employee's regular salary and the cheques received from the Workers' Compensation Board shall be signed over to the Board. Such differential shall only be payable for a period not exceeding twelve (12) months.

41.02 The Board may require an employee to have a medical examination by a physician of its choice before paying the compensation differential to an employee.

ARTICLE 42 – EMPLOYEE BENEFITS PLAN

42.01 All eligible employees shall, as a condition of employment, participate in the Board's Employee Benefits Plan. This plan shall include:

- \$50,000 Term Life Insurance;
- \$50,000 Accidental Death and Dismemberment Insurance;
- \$10,000 Spousal Term Life Insurance;
- \$5,000 Dependents' Term Life Insurance;
- Long Term Disability;
- Dental Plan.

In accordance with the attached Letter of Understanding (Benefits Plan Review Committee) effective January 1, 2011, the Board shall pay one-hundred per cent (100%) of a Comprehensive Extended Health and Vision Plan which does not exceed 2.3% of payroll costs effective January 1, 2011 to 2.4% of payroll costs effective January 1, 2012, and 2.5% of payroll costs effective January 1, 2013. However, the Board will absorb any costs over and above the stated caps during the term of this Agreement and this plan shall include:

- 100% Extended Health Care Services and Supplies;
- 80% Prescription Drug Co-Insurance, Saskatchewan Formulary, \$9.00 Deductible;
- Vision Care at 100% – \$300.00 per person per twenty-four (24) months.

42.02 The full cost of the Dental Plan will be borne by the Board.

42.03 If provided for by the Board's current Term Life Insurance Plan, employees, upon retirement and at their own initiative and expense, shall have the option to continue Term Life Insurance.

ARTICLE 43 – BANKING OF TIME TO EARN RELEASED DAYS

43.01 An employee shall be permitted to bank working time to earn released days according to the following provisions:

- 1) By agreement between the Immediate Supervisor and an employee, an employee may work more than their assigned number of hours per day. Such additional time shall not be considered as overtime. Instead, time off with pay shall be granted on a one-for-one basis. Subject to Article 43.01

- 3), such time off must be taken during the calendar year (12-month employees) or school year (10-month employees) in which the banking occurred and shall be granted when mutually agreed between the Immediate Supervisor and the employee. When mutual agreement cannot be reached, the appropriate Superintendent shall decide.
- 2) Employees may bank up to the equivalent of five (5) days of assigned working time per calendar year (12 month employees) or school year (10 month employees).
 - 3) For an elementary school based member, banked days will be taken during professional learning days. When mutually agreed between the principal/supervisor and the member, the member may take banked days at another time with a replacement provided whenever reasonably possible.

Unused banked time in excess of three (3) days should be utilized by the end of the school year for ten (10) month employees and by the end of the calendar year for twelve (12) month employees.

43.02 Employees who sign up for extra-curricular activities and who volunteer and accumulate one-hundred (100) hours of principal-approved student-based extra-curricular activities in one (1) school year will be eligible to a maximum of one (1) day leave with pay during the school year the leave was earned.

ARTICLE 44 – OVERTIME

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

44.02 If the Board requires an employee to work more than eight (8) hours per day, the employee shall receive, in addition to all other amounts due, pay at the rate of time and one-half (1 ½) for each part of an hour in excess of eight (8) hours for the first two (2) hours and double time thereafter.

44.03 Hours of work for Indigenous Student Achievement Coordinators and Aboriginal Student Retention Workers shall be in accordance with the averaging provisions of *The Saskatchewan Employment Act and Regulations*.

44.04 The provisions of Article 44.02 shall not apply to School Social Workers or School Psychologists.

44.05 Employees required to work on Public Holidays shall be paid their regular rate of pay plus two (2) times their regular rate of pay. A minimum of three (3) hours pay shall be payable.

44.06 Overtime rates of pay for Call-Backs shall be double time. A minimum of three (3) hours' pay shall be payable. For the purpose of this article, a Call-Back shall be defined as follows:

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

ARTICLE 45 – PAY UPON CHANGE OF CLASSIFICATION

45.01 An employee who receives a position at a higher job level shall receive an increase in their hourly rate of pay. Placement on the pay grid shall be at the first increment which provides for a higher hourly rate of pay than the employee's previous hourly rate of pay. When the hourly salary increase is less than twenty-five cents (\$0.25), the employee shall be placed on the salary grid at the next highest increment.

45.02 An employee who applies for and receives a position at a lower job classification shall be placed on the salary grid based on their years of service.

ARTICLE 46 – PERFORMING DUTIES OF A DIFFERENT PAID CLASSIFICATION

46.01 When an employee is required by the Board to temporarily perform the duties of a lower paid job classification, the employee shall not suffer any reduction in earnings.

46.02 Employees who are assigned to temporarily perform the duties of a higher paid job classification shall receive an increase in salary, provided they have the minimum educational qualification requirement to perform said duty. Placement on the salary grid shall be at the increment level which provides for a salary closest to the employee's previous salary. When the hourly salary increase is less than \$0.25 (twenty-five cents) the employee shall be placed on the salary grid at the next highest increment. Upon returning to their former position the employee's salary shall revert to its previous level.

<https://onestop.gscs.ca/Departments/AdminServices/Shared%20Documents/Admin%20Services%20Forms/Payroll%20Forms/Performing%20Duties%20of%20a%20Different%20Paid%20Classification%20Service%20and%20Support%20%20%20.pdf>

ARTICLE 47 – TRAVEL ALLOWANCE

- 47.01 Employees assigned by the Superintendent to perform their duties in more than one (1) school or work centre shall receive a travel allowance which can be claimed monthly. No application shall be made until at least seventy (70) kilometres have been accumulated, nevertheless, all allowances shall be paid at the end of each school year, calendar year and at the termination of employment.
- 47.02 Travel Allowances shall be paid according to the current Saskatchewan Public Service Commission rates.
- 47.03 No payment shall be made for travel between the employee's home and their designated place of employment, or the first facility they begin their day at, whichever comes first.
- 47.04 Employees assigned by their immediate supervisor to use their vehicles in the performance of their duties shall receive a travel allowance. This travel allowance shall be paid at current Saskatchewan Public Service Commission rates.
- 47.05 No payment shall be made for travel between work sites when the travel is due to an employee electing to work at more than one (1) work location.

ARTICLE 48 – SALARY INCREMENTS

- 48.01 Annual salary increments for an employee shall be payable upon the anniversary date of the date of hire in the employee's current classification. If employment commenced after the first day of a month, the anniversary date shall be one (1) year after the first day of the month following the date of employment.

ARTICLE 49 – CLASSIFICATION OF PERSONNEL AND RATES OF PAY

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

ARTICLE 50 – DAYS OF EMPLOYMENT

50.01 The days of employment and hours of work for employees shall be as noted.

12 MONTH STAFF	DAYS OF EMPLOYMENT	HOURS OF WORK PER DAY
Accounting Assistant	ALL	7.25
Facilities Coordinator	ALL	7.25
Library Clerk	ALL	7.25
Library Technician (Resource Centre)	ALL	7.25
Materials Clerk	ALL	7.25
Office Assistant	ALL	7.25
Office Coordinator (one per high school)	ALL	7.25
On Line Learning Registrar	ALL	7.25
Secretary (Board Office)	ALL	7.25
Secretary (High School)	ALL	7.25
Software Technician	ALL	8.0
Student Information Systems Specialists	ALL	7.25
System Programmer	ALL	8.0
System Technician 1	ALL	8.0
System Technician 2	ALL	8.0

10 MONTH STAFF	DAYS OF EMPLOYMENT	HOURS OF WORK PER DAY
Braille Interpreter/Transcriber	189	6.50
Cafeteria Assistant	180	6.50
Cafeteria Manager	189	7.00
Indigenous Student Achievement Coordinator	196	7.25
Cultural Advisor	189	6.00
Dispatch Coordinator	206	7.25
Educational Assistant	189	6.50
Aboriginal Student Retention Worker	196	7.25
Events Coordinator	206	7.25
Interpreter/Assistant	189	6.50
ISP Coordinator	206	7.25
Library Clerk	189	6.50
Library Technician	199	7.25
Library Technician (High School)	206	7.25
Medical Facilitator	189	6.50

10 MONTH STAFF	DAYS OF EMPLOYMENT	HOURS OF WORK PER DAY
Nutritionist Assistant	184	6.50
Occupational Therapist	Teaching Days	7.25
Office Assistant (Some Board Office)	179	7.25
Office Coordinator (one per elementary school)	199	7.00
Office Coordinator (one per some high schools)	206	7.25
Online Registrar	199	7.00
Program Facilitator	206	7.25
Restorative Action Program Facilitator	194	7.25
School Social Worker	Teaching Days	7.25
School Psychologist	Teaching Days	7.25
Secretary	199	7.00
Secretary (Some High Schools)	206	7.25
Secretary (One Board Office)	206	7.25
Speech and Language Pathologist	Teaching Days	7.25
Speech-Language Pathologist Assistant	189	6.50
Student Information Systems Specialists	199	7.00
Student Software Support Assistant	189	6.50
Student Software Support Facilitator	189	6.50

- 50.02 Upon commencement of employment, employees shall be advised of the days they are required to work. However, the working days may be changed by mutual agreement between the employee and the immediate Supervisor.
- 50.03 It is not the intent of the Board to require employees to work on Saturdays or Sundays. However, under special circumstances, the Board may schedule, by mutual agreement, an employee to work Saturdays and/or Sundays for the efficient operation of the Board. An employee who is scheduled to work on a Saturday and/or Sunday will have the option of taking up to two (2) consecutive days off, either prior to or following the day(s) worked.
- 50.04 During the summer break, employees shall work seven (7) hours per day on each working day without a reduction in earnings.

ARTICLE 51 – BREAK/LUNCH

51.01 One (1) fifteen (15) minute rest period shall be granted to employees who are assigned to work between hours of 8:30 a.m. and 12:00 noon and one (1) fifteen (15) minute rest period shall be granted to employees who are assigned to work between the hours of 1:00 p.m. and 5:00 p.m.

51.02 Typical hours of work shall be between 7:30 a.m. and 5:00 p.m. This time frame may be altered where there is agreement between the immediate Supervisor and the employee. The assigned lunch period shall be for a minimum of thirty (30) minutes and shall not exceed 1 ¼ hours. Typically, the lunch period for employees shall be taken during the regular noon hour break. Should circumstances warrant it, the lunch period shall commence one half (1/2) hour before or conclude one half (1/2) hour after the regular noon hour break.

ARTICLE 52 – PAYMENT OF WAGES

52.01 Pay dates shall be on a semi-monthly basis: the 15th and the last day of each month. If pay dates fall on a weekend or holiday, the pay date shall be the preceding banking day.

52.02 Employees occupying less than twelve (12) month positions shall be paid vacation pay on a semi-monthly basis for the period so covered.

52.03 All employees may elect to establish a second account where funds are deposited from their pay at a rate determined by the employee.

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

Number of days worked in the academic year	+	Number of Public Holidays in the employee's work year	X	Number of hours worked per day	X	hourly rate	=	Annual Rate
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SCHEDULE 'A' – Wages

September 1, 2022 – August 31, 2023

	Step 1	Step 2	Step 3	Step 4
Level 1				
Cafeteria Assistant Library Clerk Nutrition Assistant	20.50	21.55	22.62	23.66
Level 2				
Library Technician Office Assistant	21.64	22.87	24.05	25.21
Level 3				
Cafeteria Manager Secretary Materials Clerk	21.90	23.21	24.57	25.87
Level 4				
Educational Assistant High School Student Service/Guidance Secretary	22.89	24.19	24.87	26.21
Level 5				
Accounting Assistant Braille Interpreter/Transcriber Library Technician (Resource Centre - Senior Certificate/Diploma) Medical Facilitator Office Coordinator 1 On Line Learning Registrar (Cyber School) Program Facilitator Service Technician Assistant Software Technician Speech and Language Pathologist Assistant Student Software Support Assistant Cultural Advisor	24.25	25.70	27.21	28.65
Level 6				
Dispatch Coordinator Student Software Support Facilitator	24.59	26.13	27.50	28.96
Level 7				
Office Coordinator 2 ISP Coordinator	24.94	26.36	27.84	29.33
Level 8				
Office Coordinator 3 Facilities Coordinator Events Coordinator Library Technician - High School	26.47	27.93	29.46	30.97

	Step 1	Step 2	Step 3	Step 4
Level 9				
Accounting Assistant (Board Office) (Business Administration Certificate) Interpreter/Assistant Medical Facilitator 2 On Line Learning Registrar (Cyber School - Microsoft Office Specialist Certificate) Student Information System Specialist	28.31	29.66	31.08	32.48
Level 10				
Aboriginal Student Retention Worker System Technician 1	30.13	31.02	33.28	35.60
Level 11				
System Technician 2	32.28	33.24	35.64	38.16
Level 12				
System Technician 3 System Support Specialist	34.52	36.03	38.42	40.94
Level 13				
Indigenous Student Achievement Coordinator (University Degree)	34.87	37.18	39.61	42.35
Level 14				
System Programmer (University Degree) Restorative Action Program Facilitator	36.19	38.54	40.96	43.67
Level 15				
Social Worker (Class 3)	See Schedule B			
Level 16				
Social Worker (Class 4) Occupational Therapist	See Schedule B			
Level 17				
School Psychologist (Class 5) Social Worker (Class 5) Speech and Language Pathologist	See Schedule B			
Level 18				
School Psychologist (Class 6) Social Worker (Class 6)	See Schedule B			

Other Considerations

Cafeteria Managers who supervise Cafeteria Assistants shall be paid responsibility allowances as follows:

- For one (1) to two (2) additional staff – \$0.55 per hour
- For three (3) or additional staff – \$1.25 per hour

SCHEDULE 'A' – Wages

September 1, 2023 – August 31, 2024

	Step 1	Step 2	Step 3	Step 4
Level 1				
Cafeteria Assistant Library Clerk Nutrition Assistant	21.12	22.20	23.30	24.37
Level 2				
Library Technician Office Assistant	22.29	23.56	24.77	25.97
Level 3				
Cafeteria Manager Secretary Materials Clerk	22.56	23.91	25.31	26.65
Level 4				
Educational Assistant High School Student Service/Guidance Secretary	23.58	24.92	25.62	27.00
Level 5				
Accounting Assistant Braille Interpreter/Transcriber Library Technician (Resource Centre - Senior Certificate/Diploma) Medical Facilitator Office Coordinator 1 On Line Learning Registrar (Cyber School) Program Facilitator Service Technician Assistant Software Technician Speech and Language Pathologist Assistant Student Software Support Assistant Cultural Advisor	24.98	26.47	28.03	29.51
Level 6				
Dispatch Coordinator Student Software Support Facilitator	25.33	26.91	28.33	29.83
Level 7				
Office Coordinator 2 ISP Coordinator	25.69	27.15	28.68	30.21
Level 8				
Office Coordinator 3 Facilities Coordinator Events Coordinator Library Technician - High School	27.26	28.77	30.34	31.90

	Step 1	Step 2	Step 3	Step 4
Level 9				
Accounting Assistant (Board Office) (Business Administration Certificate) Interpreter/Assistant Medical Facilitator 2 On Line Learning Registrar (Cyber School - Microsoft Office Specialist Certificate) Student Information System Specialist	29.16	30.55	32.01	33.45
Level 10				
Aboriginal Student Retention Worker System Technician 1	31.03	31.95	34.28	36.67
Level 11				
System Technician 2	33.25	34.24	36.71	39.30
Level 12				
System Technician 3 System Support Specialist	35.56	37.11	39.57	42.17
Level 13				
Indigenous Student Achievement Coordinator (University Degree)	35.92	38.30	40.80	43.62
Level 14				
System Programmer (University Degree) Restorative Action Program Facilitator	37.28	39.70	42.19	44.98
Level 15				
Social Worker (Class 3)	See Schedule B			
Level 16				
Social Worker (Class 4) Occupational Therapist	See Schedule B			
Level 17				
School Psychologist (Class 5) Social Worker (Class 5) Speech and Language Pathologist	See Schedule B			
Level 18				
School Psychologist (Class 6) Social Worker (Class 6)	See Schedule B			

Other Considerations

Cafeteria Managers who supervise Cafeteria Assistants shall be paid responsibility allowances as follows:

- For one (1) to two (2) additional staff – \$0.55 per hour
- For three (3) or additional staff – \$1.25 per hour

SCHEDULE 'A' – Wages

September 1, 2024 – August 31, 2025

	Step 1	Step 2	Step 3	Step 4
Level 1				
Cafeteria Assistant Library Clerk Nutrition Assistant	21.65	22.76	23.88	24.98
Level 2				
Library Technician Office Assistant	22.85	24.15	25.39	26.62
Level 3				
Cafeteria Manager Secretary Materials Clerk	23.12	24.51	25.94	27.32
Level 4				
Educational Assistant High School Student Service/Guidance Secretary	24.17	25.54	26.26	27.68
Level 5				
Accounting Assistant Braille Interpreter/Transcriber Library Technician (Resource Centre - Senior Certificate/Diploma) Medical Facilitator Office Coordinator 1 On Line Learning Registrar (Cyber School) Program Facilitator Service Technician Assistant Software Technician Speech and Language Pathologist Assistant Student Software Support Assistant Cultural Advisor	25.60	27.13	28.73	30.25
Level 6				
Dispatch Coordinator Student Software Support Facilitator	25.96	27.58	29.04	30.58
Level 7				
Office Coordinator 2 ISP Coordinator	26.33	27.83	29.40	30.97
Level 8				
Office Coordinator 3 Facilities Coordinator Events Coordinator Library Technician - High School	27.94	29.49	31.10	32.70

	Step 1	Step 2	Step 3	Step 4
Level 9				
Accounting Assistant (Board Office) (Business Administration Certificate) Interpreter/Assistant Medical Facilitator 2 On Line Learning Registrar (Cyber School - Microsoft Office Specialist Certificate) Student Information System Specialist	29.89	31.31	32.81	34.29
Level 10				
Aboriginal Student Retention Worker System Technician 1	31.81	32.75	35.14	37.59
Level 11				
System Technician 2	34.08	35.10	37.63	40.28
Level 12				
System Technician 3 System Support Specialist	36.45	38.04	40.56	43.22
Level 13				
Indigenous Student Achievement Coordinator (University Degree)	36.82	39.26	41.82	44.71
Level 14				
System Programmer (University Degree) Restorative Action Program Facilitator	38.21	40.69	43.24	46.10
Level 15				
Social Worker (Class 3)	See Schedule B			
Level 16				
Social Worker (Class 4) Occupational Therapist	See Schedule B			
Level 17				
School Psychologist (Class 5) Social Worker (Class 5) Speech and Language Pathologist	See Schedule B			
Level 18				
School Psychologist (Class 6) Social Worker (Class 6)	See Schedule B			

Other Considerations

Cafeteria Managers who supervise Cafeteria Assistants shall be paid responsibility allowances as follows:

- For one (1) to two (2) additional staff – \$0.55 per hour
- For three (3) or additional staff – \$1.25 per hour

SCHEDULE 'B' – Wages

September 1, 2022 – August 31, 2023

	Class 3 Social Worker	Class 4 Social Worker Occupational Therapist	Class 5 School Psychologist Social Worker Speech & Language Pathologist	Class 6 School Psychologist Social Worker
Step 1	31.12	37.32	39.43	42.00
Step 2	32.22	38.99	41.16	43.82
Step 3	33.37	40.73	42.96	45.70
Step 4	34.55	42.54	44.85	47.68
Step 5	35.78	44.44	46.81	49.73
Step 6	37.05	46.43	48.87	51.87
Step 7	38.37	48.50	51.02	54.11
Step 8	39.73	50.68	53.25	56.42
Step 9	41.13	52.94	55.60	58.86
Step 10	42.60	55.30	58.03	61.40
Step 11	44.10	57.78	60.58	64.05

September 1, 2023 – August 31, 2024

	Class 3 Social Worker	Class 4 Social Worker Occupational Therapist	Class 5 School Psychologist Social Worker Speech & Language Pathologist	Class 6 School Psychologist Social Worker
Step 1	32.05	38.44	40.61	43.26
Step 2	33.19	40.16	42.39	45.13
Step 3	34.37	41.95	44.25	47.07
Step 4	35.59	43.82	46.20	49.11
Step 5	36.85	45.77	48.21	51.22
Step 6	38.16	47.82	50.34	53.43
Step 7	39.52	49.96	52.55	55.73
Step 8	40.92	52.20	54.85	58.11
Step 9	42.36	54.53	57.27	60.63
Step 10	43.88	56.96	59.77	63.24
Step 11	45.42	59.51	62.40	65.97

SCHEDULE 'B' – Wages

September 1, 2024 – August 31, 2025

	Class 3 Social Worker	Class 4 Social Worker Occupational Therapist	Class 5 School Psychologist Social Worker Speech & Language Pathologist	Class 6 School Psychologist Social Worker
Step 1	32.85	39.40	41.63	44.34
Step 2	34.02	41.16	43.45	46.26
Step 3	35.23	43.00	45.36	48.25
Step 4	36.48	44.92	47.36	50.34
Step 5	37.77	46.91	49.42	52.50
Step 6	39.11	49.02	51.60	54.77
Step 7	40.51	51.21	53.86	57.12
Step 8	41.94	53.51	56.22	59.56
Step 9	43.42	55.89	58.70	62.15
Step 10	44.98	58.38	61.26	64.82
Step 11	46.56	61.00	63.96	67.62

APPENDIX I – SUPPLEMENTAL EMPLOYMENT BENEFITS PLAN

1.1 Preamble

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

1.2 SEB Plan Provisions

1.2.1 Eligibility

An employee shall be eligible for SEB Plan benefits if the employee is:

- a) on Maternity Leave. Notwithstanding this requirement, should the employee be medically unfit for duty as an employee for health related reasons due to pregnancy, delivery or post delivery at the expiration of the maternity leave, the employee shall be deemed, for the purposes of this article only, to be on maternity leave until the earliest of the employee's recovery, the expiration of the employee's Employment Insurance Benefits and having received maximum SEB Plan benefits in accordance with this article;
- b) medically unfit for duty as an employee for health related reasons due to pregnancy, delivery or post delivery; and
- c) in receipt of Employment Insurance benefits or serving the one (1) week waiting period.

1.2.2 Determination of Eligible Benefit

1.2.2.1 Every employee who is eligible for SEB Plan benefits in accordance with 1.2.1 shall be entitled to such benefits for a presumptive period of twelve (12) weeks commencing the date of delivery without being required to provide medical evidence.

1.2.2.2 Every employee who is eligible for SEB Plan benefits in accordance with 1.2.1 and who is medically unfit for duty as an employee for health related reasons due to pregnancy, delivery or post delivery prior to and/or following the presumptive period established in 1.2.2.1 shall submit medical evidence to the Board in accordance with 1.2.4. The period of claim shall

include all periods of time during which the employee meets the criteria of 1.2.1.

- 1.2.2.3 The Board of Education reserves the right to require further medical evidence to support a claim for benefits referred to in 1.2.2.2. Such evidence shall be from a medical practitioner designated by the Board, with expense of same to be borne by the Board, and the employee shall direct the employee's medical practitioners to release those portions of the medical records which relate to the claim for SEB Plan benefits to the medical practitioner designated by the Board and shall authorize the medical practitioner designated by the Board to report directly to the Board with respect to the employee's condition.

1.2.3 Maximum Eligible Period

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

1.2.4 Application Procedures

- 1.2.4.1 An employee shall apply to the Board of Education for SEB Plan benefits using forms as established by the parties in accordance with 1.2.4.2 and 1.2.4.3. The application and its administration by the Board of Education shall occur according to the following guidelines:

- 1.2.4.1.1 a) The employee shall make application for benefits under 1.2.2.1 no later than one-hundred and twenty (120) days following the birth of the child.
- b) The employee shall make application for benefits under 1.2.2.2 and shall submit the required medical forms no later than thirty (30) days beyond the last day the employee is medically unfit for duty as an employee for health related reasons due to pregnancy, delivery or post delivery.

- 1.2.4.1.2 The Board of Education shall administer the application in a timely fashion and shall commence payment of benefits in accordance with the Collective Agreement. Upon receipt of the application and medical form, if applicable, the claim shall be approved or a second opinion requested within

fourteen (14) days. In the event that the Board of Education does not request a second medical opinion as herein set out within fourteen (14) days, the request for extended benefits is deemed approved.

1.2.4.1.3 If a request for a second medical is made by the Board of Education, that opinion shall be obtained as a result of a personal interview with a medical practitioner mutually agreed upon by the Board and the employee.

1.2.4.1.4 Any medical information provided in relation to receipt of benefits shall be held in the strictest confidence.

1.2.4.2 The application forms shall be common to all Boards of Education and shall be agreed upon by the parties to the Collective Agreement.

1.2.4.3 The medical forms shall be common to all Boards of Education and shall be agreed upon by the parties to the Collective Agreement.

1.2.5 Calculation and Payment of Benefits

1.2.5.1 For the period of eligibility as determined in 1.2.2, the Board of Education shall pay to the employee the amount required on a weekly basis to supplement the employee's Employment Insurance benefit to 95% of their salary entitlement.

1.2.5.2 The employee's weekly salary entitlement shall be calculated as follows:

$$\frac{5}{\text{Number of work days in the year}} \times \text{Rate of salary in effect}$$

1.2.5.3 Benefits under the provisions of this article shall be payable in respect of the number of work days prescribed by the Collective Agreement.

1.2.5.4 Benefit payments under the provisions of this article shall be subject to the usual deductions as if the employee was actively working and as required by the respective benefit plan sponsors.

APPENDIX II – GENERAL PERSONNEL POLICIES – PERSONAL HARASSMENT

LEGAL REF: OHS Act 2(1)(l) *The Saskatchewan Human Rights Code*

STATEMENT OF POLICY

Employees of Greater Saskatoon Catholic Schools shall conduct themselves in their personal interactions and relationships in a manner that is free from harassment.

RATIONALE

Greater Saskatoon Catholic Schools believes all personal interactions and relationships are to be characterized by mutual respect which acknowledges the dignity and affirms the worth of each person.

AUTHORITY

- *The Education Act*, Section 85
- *The Occupational Health and Safety Act* 2 (1) (1)
- *The Saskatchewan Human Rights Code*
- Policy GBG – Employee Health and Safety
- Policy GBK – Employee Safety and Violence Prevention

GUIDELINES

1. There are two main types of harassment.

The first type is harassment related to the prohibited grounds, which is defined as any inappropriate conduct, comment, display, action or gesture by a person that:

- is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; and,
- constitutes a threat to the health or safety of the worker.

The second type relates to personal harassment, or what is sometimes referred to as "bullying". Personal harassment is defined as any inappropriate conduct that adversely affects a worker's psychological or physical well-being, and that the perpetrator knows or ought reasonably to know would cause a worker to be humiliated or intimidated.

Personal harassment typically involves repeated occurrences. A single incident may also constitute harassment, if it is serious or severe, and is shown to have a lasting harmful effect on a worker.

2. Reasonable supervisory practices shall not be construed to be personal harassment.
3. If an employee reasonably believes that she/he has been personally harassed, appropriate procedures are to be undertaken. For the purpose of these procedures, the person who feels harassed is the complainant and the alleged harasser is the respondent.
4. Because allegations of personal harassment are of a sensitive nature and may have serious consequences on both the complainant and the respondent, it is strongly encouraged:
 - 4.1 That complainants, respondents, and supervisors keep an accurate record of all events, dates, and circumstances related to any alleged incident or review;
 - 4.2 That reviews be conducted so as to respect the confidentiality of all parties but recognizing the principles of fairness and natural justice;
 - 4.3 That summaries of decisions confirming complaints shall form part of the personnel file of the respondent;
 - 4.4 That in cases where harassment is found to have occurred, the supervisor may inform the complainant of the services of the Employee and Family Assistance Program;
 - 4.5 That the initiation of vexatious or malicious complaints is of itself a form of personal harassment and is subject to the provisions of this policy;
 - 4.6 That employees may, as an alternative, initiate grievance procedures as contained within collective agreements;
 - 4.7 That employees may, at any time throughout a harassment review or investigation, file a complaint with the Saskatchewan Human Rights Commission or Saskatchewan Labour, Occupational Health and Safety Branch; and
 - 4.8 That each school or workplace staff shall discuss a code of practice intended to establish common understandings as to acceptable standards of conduct so as to prevent or forestall incidents of personal harassment.

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

PROCEDURES

1. Complainants have three (3) recommended courses of action: personal contact, a verbal report, or a written report.
2. Because it is often best if allegations of personal harassment can be resolved closest to the source of the harassment, it is recommended that the complainant first approach the respondent to attempt to resolve the alleged harassment.
3. If the complainant believes personal contact would not satisfactorily resolve the situation, the complainant may report the incident verbally to her/his immediate supervisor or Superintendent of Education.

The immediate supervisor or Superintendent of Education shall review the complaint and report verbally her/his findings to the complainant and the respondent within two (2) weeks. Such a review shall include an interview with the respondent and may include other interviews as deemed appropriate.

4. Notwithstanding the preceding protocols, the complainant may submit a formal, written complaint to her/his immediate supervisor or Superintendent of Education. In the event the respondent is the immediate supervisor or Superintendent of Education, the written complaint shall be forwarded to the Director of Education or her/his designate.

Following receipt of the formal, written complaint, the immediate supervisor or Superintendent of Education shall investigate the complaint and provide a written response in an appropriate format to the Director of Education or her/his designate, with a copy within three (3) weeks to the complainant and to the respondent. Such a review shall include an interview with the respondent and may include other interviews and collection of evidence as deemed appropriate.

5. If the alleged harassment is determined to be true, the respondent will be subject to disciplinary procedures as determined by the Director of Education which may include any or a combination of a verbal reprimand, written reprimand, suspension, and/or dismissal.
6. The disciplinary procedures shall be communicated to the complainant who shall hold the same in confidence.
7. The complainant and respondent may appeal the disciplinary procedures to the Director of Education within two (2) weeks, such an appeal to be reviewed by the Director of Education and a report to be provided within thirty (30) days to the respondent and to the complainant.

REFERENCES

Statement of Educational Commitment of Greater Saskatoon Catholic Schools:

- To foster good human relationships.
- To promote peace through equity, just laws, respect for Canada and global interdependence.
- To support staff members as witnesses of their faith to students, each other, and the community.
- To support staff members and their families in sadness and joy.

FORMS

Written Reports

DATE APPROVED

June 19, 1996

DATE AMENDED

April 2004

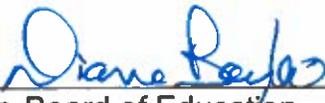
December 2009

SIGNING PAGE

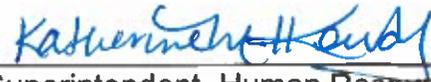
In witness whereof, the parties hereto have caused these presents to be executed the day and year first above written:

ON BEHALF OF THE:

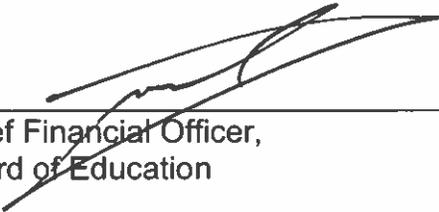
Board of Education of St. Paul's Roman Catholic Separate School Div. #20, of Saskatchewan:



Chair, Board of Education



Superintendent, Human Resources



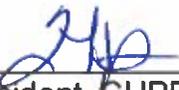
Chief Financial Officer,
Board of Education



Manager, Human Resources

ON BEHALF OF THE:

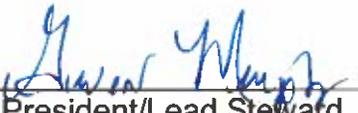
Canadian Union of Public Employees and its Local 2268:



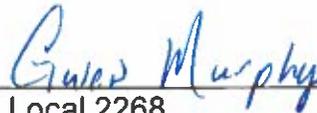
President, CUPE Local 2268



CUPE Local 2268



Vice President/Lead Steward,
CUPE Local 2268



CUPE Local 2268

Dated: Dec. 19, 2023

LETTER OF UNDERSTANDING #1

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

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2268

RE: BENEFIT PLAN REVIEW COMMITTEE

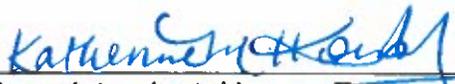
The Board and CUPE Local 2268 agree to the establishment of a Benefit Plan Review Committee. The Committee will be responsible for developing strategies for maintaining the plan within the resources allocated to the plan.

ON BEHALF OF THE:

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



Chair, Board of Education



Superintendent, Human Resources



Chief Financial Officer,
Board of Education



Manager, Human Resources

ON BEHALF OF THE:

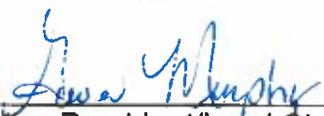
Canadian Union of Public Employees and its Local 2268:



President, CUPE Local 2268



CUPE Local 2268



Vice President/Lead Steward,
CUPE Local 2268



CUPE Local 2268

Dated: Dec. 19, 2023

LETTER OF UNDERSTANDING #2

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

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2268

RE: WAVING OF PLUG-IN FEES FOR INDIGENOUS STUDENT
ACHIEVEMENT COORDINATORS

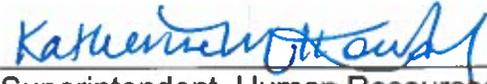
The Board and CUPE Local 2268 agree, in recognition of the necessity of frequent 'short-hauls' to transport students, Indigenous Student Achievement Coordinators shall be entitled to an electrified parking spot without cost to the employee.

ON BEHALF OF THE:

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



Chair, Board of Education



Superintendent, Human Resources



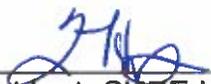
Chief Financial Officer,
Board of Education



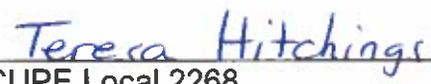
Manager, Human Resources

ON BEHALF OF THE:

Canadian Union of Public Employees and its Local 2268:



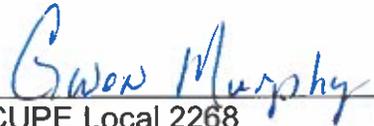
President, CUPE Local 2268



CUPE Local 2268



Vice President/Lead Steward,
CUPE Local 2268



CUPE Local 2268

Dated: Dec. 19, 2023

LETTER OF UNDERSTANDING #3

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

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2268

RE: OFFICE COORDINATOR TEMPORARY SUPPORT

The Board and CUPE Local 2268 agree the Board may allocate additional office support to individual schools to address significant short-term workload issues.

ON BEHALF OF THE:

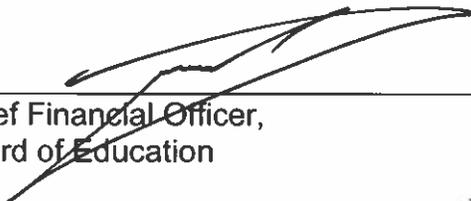
Board of Education of St. Paul's Roman Catholic Separate School Div. #20, of
Saskatchewan:



Chair, Board of Education



Superintendent, Human Resources



Chief Financial Officer,
Board of Education



Manager, Human Resources

ON BEHALF OF THE:

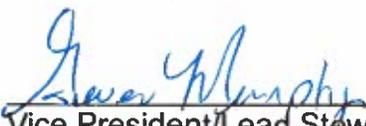
Canadian Union of Public Employees and its Local 2268:



President, CUPE Local 2268



CUPE Local 2268



Vice President/Lead Steward,
CUPE Local 2268



CUPE Local 2268

Dated: Dec. 19, 2023

LETTER OF UNDERSTANDING #4

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

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2268

RE: EDUCATIONAL ASSISTANTS — ADDITIONAL HOURS

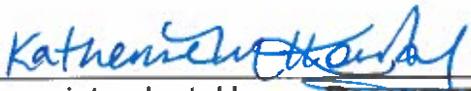
The Board and CUPE Local 2268 agree, the Board may supplement on an as-needed basis, additional E.A. hours beyond allocation to support team meetings and significant short-term workload issues. This may be achieved by increasing the hours of work for one or more Educational Assistant on a short-term basis and will not result in the hiring of additional staff.

ON BEHALF OF THE:

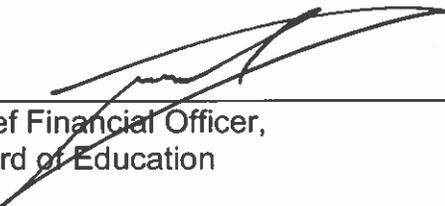
Board of Education of St. Paul's Roman Catholic Separate School Div. #20, of
Saskatchewan:



Chair, Board of Education



Superintendent, Human Resources



Chief Financial Officer,
Board of Education



Manager, Human Resources

ON BEHALF OF THE:

Canadian Union of Public Employees and its Local 2268:



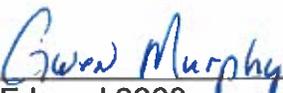
President, CUPE Local 2268



CUPE Local 2268



Vice President/Lead Steward,
CUPE Local 2268



CUPE Local 2268

Dated: Dec. 19, 2023

LETTER OF UNDERSTANDING #5

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

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2268

RE: DIVERSITY AND INCLUSION INITIATIVES

The Board and CUPE Local 2268 acknowledge the significance of diversity and inclusion efforts to remove barriers, provide equitable opportunities and ensure the representation and full participation of all. Both parties agree in good faith to work collaboratively to achieve diversity and inclusion goals, honouring the inherent dignity of all current and prospective employees of Greater Saskatoon Catholic Schools.

ON BEHALF OF THE:

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


Chair, Board of Education


Superintendent, Human Resources


Chief Financial Officer,
Board of Education

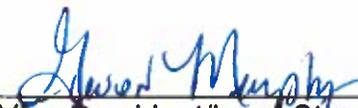

Manager, Human Resources

ON BEHALF OF THE:

Canadian Union of Public Employees and its Local 2268:


President, CUPE Local 2268


CUPE Local 2268


Vice President/Lead Steward,
CUPE Local 2268


CUPE Local 2268

Dated: Dec. 19, 2023

LETTER OF UNDERSTANDING #6

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

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2268

RE: RETROACTIVE PAY

The Board and CUPE 2268 agree retroactive pay will be provided to current members of CUPE 2268 employed on September 1, 2022, those hired between September 1, 2022 and contract signing and those who have retired under the provisions of MEPP between September 1, 2022 and the date of signing.

ON BEHALF OF THE:

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



Chair, Board of Education



Superintendent, Human Resources



Chief Financial Officer,
Board of Education



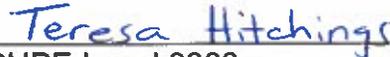
Manager, Human Resources

ON BEHALF OF THE:

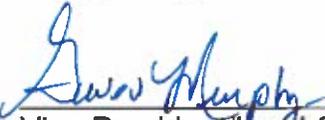
Canadian Union of Public Employees and its Local 2268:



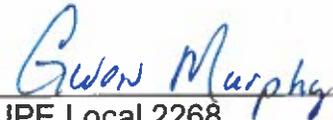
President, CUPE Local 2268



CUPE Local 2268



Vice President/Lead Steward,
CUPE Local 2268



CUPE Local 2268

Dated: Dec. 19, 2023.

LETTER OF UNDERSTANDING #7

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

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #2268

RE: PROGRAM LEADER – SUMMER GARDEN PROGRAM

-
- Two (2) temporary (summer) positions shall be posted for Indigenous post-secondary students.
 - The term of the positions will be from May to August each year.
 - The positions shall not be open to current Local 2268 members.
 - The wage shall be \$15.00 per hour which puts it outside the current wage grid for the Collective Agreement between Local 2268 and the Board.
 - Union dues will be collected from the employees in these positions and remitted to the Union.
 - The employees holding these positions will enjoy the rights and benefits under the Collective Agreement.
 - The funding partner, in consultation with the Board, shall dictate position requirements.

ON BEHALF OF THE:

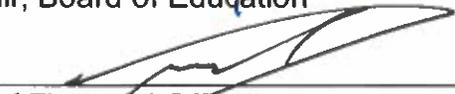
Board of Education of St. Paul's Roman Catholic Separate School Div. #20, of
Saskatchewan:



Chair, Board of Education



Superintendent, Human Resources



Chief Financial Officer,
Board of Education



Manager, Human Resources

ON BEHALF OF THE:

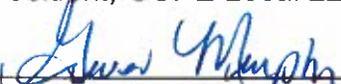
Canadian Union of Public Employees and its Local 2268:



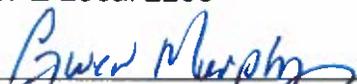
President, CUPE Local 2268



CUPE Local 2268



Vice President/Lead Steward,
CUPE Local 2268



CUPE Local 2268

Dated: Dec. 19, 2023

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