

Collective Agreement

BETWEEN

**THE BOARD OF EDUCATION OF THE CHRIST THE TEACHER R.C.S.S.D.
NO. 212
(hereinafter called the "Board")**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4618
(hereinafter called the "Union")**



September 1, 2015 to August 31, 2018

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PREAMBLE

Education in the Catholic tradition is the lifelong process of seeking and coming to know God in the fullness of creation.

The mission of the Christ the Teacher Catholic School Division **states**, *“As Christ-centred learning communities, we engage and challenge all learners, model and form character, know Christ and make Him known.”*

Christ is our greatest teacher and the values He taught us in His gospels must permeate all aspects of daily life in the schools of the Division.

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.

The purpose of this Agreement is:

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

ARTICLE ONE – RECOGNITION

1.1 Definition

- a) “Permanent Employee” shall mean an employee in the bargaining unit who has successfully completed a probationary period in Accordance with Article 4.4.
- b) “Casual Employee” shall mean an employee who is employed to augment or replace a permanent employee on short-term leave or is employed on a project of limited duration not exceeding three (3) months. This period of time may be extended by mutual consent of the parties.
- c) “Term appointment” shall mean a temporary appointment to a permanent position that is vacant for more than three (3) months, or an appointment to a position that is created for longer than three (3) months, that in each case has a definite end date.

- d) "Caretaker contractor" shall mean an employee who contracts with the Board to perform caretaking duties in the Board's facilities and who has a contract that is supplemental to this Collective Agreement.
- e) Wherever the word "employee(s)" appears in this Collective Agreement, it shall be taken to include caretaker contractors unless caretaker contractors are excluded from the provision by the terms of the contract supplemental to this Collective Agreement.
- f) Wherever the phrase "Union representative(s)" appears in this Collective Agreement, it shall be understood to mean a member or members of the local union designated by the Union as authorized to represent employees in meetings with the Board or its designates. The Union shall provide the Board with a list of people so designated annually or from time to time as required by changes.

1.2 Management Functions

The Union recognizes that it is the right of the Board to exercise the regular and customary functions of the Board and to direct the work force, subject to the terms of the Collective Agreement. The Board shall exercise its rights in a fair and reasonable manner.

1.3 Scope

- (i) This Agreement shall apply to all Local 4618 employees of the Board of Education of Christ the Teacher R.C.S.S.D. No. 212 within the City of Melville, and excluding the Director of Education, **Superintendent of Education, Chief Financial Officer**, Confidential Secretary-Board Office, Coordinator of Student **Achievement and Supports, Student Supports Personnel, Supervisor of Instruction and Learning**, French Monitor, and teachers employed and functioning as such.
- (ii) The Board agrees to recognize the Union as the sole Collective Bargaining agent for the employees covered by this Agreement, and hereby consents and agrees to negotiate with the Union or its designated representatives.

1.4 Union Security

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

- b) The Board agrees that no employee shall be laid off or have his or her hours of work reduced due to the Board using the services of volunteers or contracting out work or services. This Article does not prohibit the Board from undertaking competitive contracting of services, which may have been done by any Contracted Caretaker in addition to the core requirements specified in his or her contract.

1.5 Check-Off of Union Dues

Upon written authorization from the employee, the Board agrees to deduct from every employee any monthly dues or assessment levied, and initiation fees owing by the employee to the Union. Deductions are to be made each pay period and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth of the month following in respect of which deductions have been made.

1.6 Correspondence

All correspondence between the parties arising out of this agreement shall pass to and from the **Chief Financial Officer** of the Board and an individual designated by the Union to receive and send such correspondence.

1.7 No Discrimination

a) Definition

Unless otherwise permitted by Section 17 of The Saskatchewan Act, Section 357 of The Education Act, 1995 or Subsection 16(5) of The Saskatchewan Human Rights Code, and with the exception of word or action contrary to the teachings of the Catholic Church, the Board and the Union agree that there shall be no discriminatory practices with respect to an employee on the basis of any ground prohibited by The Saskatchewan Human Rights Code, nor by reason of his/her membership or activity in the Union.

b) Harassment

All employees are entitled to be treated fairly and respectfully and to work in an environment that is free of harassment. The Board will maintain and promote a policy against harassment in the workplace.

ARTICLE TWO – GRIEVANCE PROCEDURE

2.1 Definition

Should a dispute arise between the Board and any employee or the Union regarding the interpretation, meaning, operation or application of this Agreement, or when an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner.

2.2 Procedure

a) Step One

The employee(s) concerned, together with a Union representative shall, within ten (10) working days of the event(s) giving rise to the grievance, first seek to solve the grievance with the employee's immediate supervisor.

b) Step Two

- i) Failing agreement within ten (10) working days after the meeting with the supervisor under Step One, the grievance may be advanced by the Union by submitting it in writing to the Director of Education.
- ii) A written decision shall be rendered by the Director of Education to the Union within ten (10) working days of such meeting.

c) Step Three

- i) Failing agreement under Step 2, a written application for a hearing with the Board may be made by the Union through the Director of Education within ten (10) working days of receipt of the decision at Step 2.
- ii) A hearing shall occur at the next regular meeting of the Board, where at least three (3) clear working days exist, following receipt of the application.
- iii) The Board shall send its decision, in writing, to the Union within ten (10) working days of the hearing.

d) Step Four

- i) Grievances, which cannot be resolved through the above, may be referred to a Board of Arbitration within fifteen (15) working days following receipt of the Board's decision at Step 3.
- ii) The Board of Arbitration shall consist of one (1) member appointed by the Union, one (1) member appointed by the Board, and a chairperson, jointly named by the two members so appointed.
- iii) The party referring the grievance to arbitration shall, in the letter of referral, name its nominee to the Board of Arbitration.
- iv) The party receiving the referral shall, within fifteen (15) working days of receiving it, name its nominee to the Board of Arbitration.

- v) Where the appointees of the parties fail to agree, within fifteen (15) working days of their appointment, on the appointment of a chairperson either party may request the chairperson of the Labour Relations Board to make the third member appointment.

2.3 Decision of the Board

The Board of Arbitration shall:

- a) not have the power to change this Agreement, or to alter, modify or amend any of its Articles;
- b) be limited to dealing with the issues which are submitted to it for arbitration; and
- c) render a final and binding decision within sixty (60) days of the conclusion of the hearing.

2.4 Time Limits

The time limits fixed in the grievance procedure may be extended by mutual written consent of the parties to this Agreement.

2.5 Expenses of the Board

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

2.6 General Application

- i) Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs the Board and Union may agree in writing to bypass Article 2.2 a) and b) entitled Procedure, Step 1, and Step 2.
- ii) Where a dispute involving an employee suspension or dismissal occurs the Union may proceed directly to submitting the grievance in writing as provided in Article 2.2 c) - Step 3.

2.7 Witness

At any stage of the Grievance Procedure, the parties may have the assistance of the employees concerned as witness and any other witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Board's premises to view any working conditions which may be relevant to the settlement of the grievance, providing there is no disruption or interference with educational operations. In no case shall Union officers have access to a school without making their presence known to the Principal.

2.8 Facilities for Meetings

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

2.9 Union Representatives

Representatives of the Union shall not suffer any loss of regular straight time pay for time involved in Grievance meetings with the Board at Step 1, Step 2 or Step 3. Only one (1) Local Union Officer and the grievor shall attend such meetings.

A Local Union Officer shall not leave work during working hours to perform Union duties without first obtaining the permission of the Director or designate.

ARTICLE THREE – SENIORITY

3.1 Accumulation of Seniority

Seniority shall apply to employees who have completed the probationary requirements in this Collective Agreement, and shall be defined as the length of an employee's service in the bargaining unit since his or her last day of hire and shall include pre-certification service with the Board.

For the purpose of determining the seniority of two (2) or more employees who have the same bargaining unit wide seniority, their social insurance numbers will be used. The employee with the lowest last six (6) social insurance numbers will be considered the senior.

3.2 Seniority List

The Board agrees to post a seniority list by September 15th of each year showing employees' seniority as of June 30th. The list shall include the date the employee entered the service of the Board. Upon proof of error, the Board shall immediately revise the seniority list. Copies of the Seniority List and revisions thereof, shall be forwarded to the Union simultaneously.

3.3 Seniority Lost

Seniority of an employee shall be lost in the event that the employee:

- a) is discharged for just cause and is not reinstated;
- b) resigns in writing and does not withdraw the resignation within two (2) week days (excluding statutory holidays) and the Board does not accept withdrawal of the same;
- c) retires from the employ of the Board;

- d) following a layoff, fails to return to work within ten (10) working days after being notified by registered mail to do so unless the employee provides reasons of absence which are satisfactory to the Director of Education. It shall be the responsibility of the employees to keep the Board informed of their current address;
- e) is laid off for a continuous period of twenty-four (24) calendar months;
- f) works in an out-of-scope position in excess of sixty (60) working days;
- g) is a casual employee and has not worked for a period of two (2) consecutive months or has refused ten (10) consecutive offered shifts and is not on an approved leave of absence;
- h) if on a term appointment, does not work again within the bargaining unit for a period of eighteen (18) months or for the period of their term appointment, whichever is less.

3.4 School Vacation Periods

Scheduled school vacation periods shall not constitute a break in service, nor shall any authorized leaves identified in this Collective Agreement.

ARTICLE FOUR – VACANCIES

4.1 Posting

- a) When a vacancy in a permanent position or any position expected to be of at least three (3) consecutive months is to be filled, the Board shall post a notice of the vacancy on the bulletin board provided under Article 10.3 and a copy shall be forwarded to the Union. The notice will be posted for a minimum of five (5) working days to allow the existing employees to make written application. At the same time those vacant positions are advertised internally, they may also be advertised publicly.
- b) Such posting shall include the nature of the position, salary range, qualifications required and hours of work.
- c) Article 4.1 (a) shall not apply when the vacancy is less than three (3) consecutive months in duration. Employees on layoff who have the qualifications to perform the required duties shall be offered these temporary assignments in order of seniority.

4.2 Temporary Appointments

- a) When an employee is assigned to fill a temporary vacancy in a higher position the employee shall receive the rate of pay for that position. When an employee is assigned to temporarily fill a lower paying position, the employee's rate of pay shall not be reduced. This Article is not applicable to employees who request a lower paying position.
- b) When an employee applies for and is awarded a temporary position, that employee shall automatically be granted a leave of absence from his or her current position. The criteria for awarding a temporary position shall be the same as the criteria set out in Article 4.3, Permanent Appointments. Individuals filling temporary positions shall have all the rights and benefits of this Collective Agreement. In the event the successful applicant proves unsatisfactory during the thirty (30) working day trial period, the employee shall be returned to his or her former position and salary, without loss of seniority and other employees promoted or transferred because of the re-arrangement of positions shall also be returned to their former position and salary, without loss of seniority. When the temporary position ends, the employee shall return to his or her original position. If the original position no longer exists, the employee shall be laid off and exercise his or her rights in accordance with Article 5.2.

4.3 Permanent Appointment

In filling a vacancy or new position the appointment shall be made of the applicant who has the qualifications required to perform the duties of the available position. In the event there are two or more qualified applicants, seniority shall be the deciding factor in the appointment.

4.4 Probation

A newly hired employee shall be on probation for a period of three (3) active months of employment from the date of hire or, in the case of casual employees, sixty (60) shifts worked within one academic year. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except that the Board retains the right to release the employee if he or she is found to be unsuitable. Seniority shall not apply during the probationary period, but upon successful completion of probation, the employee shall be placed on the Seniority List according to the original date of hire or, in the case of casual employees, the first shift worked during the current academic year. The probation period may be extended for a further period of up to three (3) active months upon the agreement of the Board and the Union.

4.5 Trial Appointment

Where the successful applicant is an existing member of the bargaining unit, the employee will be placed on a trial period of thirty (30) working days. In the event the successful applicant prove unsatisfactory in the position during the aforementioned trial period, they shall be returned to their former position and salary, without loss of seniority and other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary, without loss of seniority.

4.6 Job Descriptions

The Board will establish and maintain current job descriptions and Class specifications for all bargaining unit positions. The Union will be provided with copies and may make representations to the Board regarding the job descriptions and class specifications.

4.7 New Positions and Reclassifications

Where new positions are created or current positions reclassified, the Board will advise the Union in advance of the nature of the position and the proposed wage or salary rate. In the event that the Union shall disagree with the said rate, then the same shall be negotiated between the Board and the Union.

ARTICLE FIVE – LAY OFF AND RECALL

5.1 Lay Off Notice

a) Employees who have been in the employ of the Board for at least three (3) continuous months may be laid off indefinitely by the Board in accordance with the Table provided in 5.1b.

b) Length of Service and Minimum Layoff Notice

Length of Service	Minimum Notice
0-3 months	0 weeks
3 months – 3 years	2 weeks
3-5 years	4 weeks
5-10 years	6 weeks
10+ years	8 weeks

5.2 Lay Off

a) Step 1: Where a staff reduction is necessitated, and a lay off notice is to be served pursuant to Article 5.1 “Lay Off Notice”, and where requested by either party, representatives of the Board and the Union will meet to review the lay off including staff reassignment options, and provide a recommendation to the representative of the Board.

- b) Step 2: When several Lay Offs will occur, the Representative(s) of the Board will meet with the classification of employees impacted to provide a reason for Lay Offs, the positions required, a review of Article 5 relating to Lay Offs, and the classification seniority list.
- c) Step 3: Meet with Union representatives to discuss the employees to be laid off and the possible options.
- d) Step 4: Provide a Lay Off Notice letter to impacted employees. The letter will include the reason for the Lay Off, the effective date of the Lay Off, options for the employee (accept the lay off and the possibility of recall, resign from the position, or retire if applicable) and a 72 hour time requirement to respond to the Board representative or designate as to the selected path chosen by the laid off employee.

5.3 Recall

In the event of recall, laid off employees shall be recalled in order of bargaining unit wide seniority provided they have qualifications required to perform the required duties, up to and including full-time hours. No new employee shall be hired until those laid off have been given the opportunity to fill the position

5.4 Automatic Lay Off

Those persons employed on the basis of the academic year as prescribed annually by the Minister of Education shall be deemed to be laid off for school vacation periods and will be issued a Record of Employment. This Article shall serve as notice of layoff and recall. Recall shall be automatic, except when notice of layoff has been given under Article 5.1 entitled "Lay Off Notice".

5.5 No Loss of Seniority During Lay Off

Where former employees are re-employed within twenty-four (24) months, they shall be credited with previous service in connection with seniority, determining length of service in connection with vacations and other benefits based on length of service.

ARTICLE SIX – SICK LEAVE

6.1 Definition

- a) Sick leave is defined as the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under The Workers' Compensation Act, 2013 or The Automobile Accident Insurance Act.

- b) Sick leave shall be used to attend to appointments for preventative medical health and dental care taken during working hours, where such appointments cannot be made outside of normal hours of work or where specialist appointments outside of the school division are required. Such leave will be granted only for the actual hours required to be away from work.
- c) An employee will be granted paid time off for such an appointment provided the employee gives their Principal written notice at least five (5) days prior to the appointment where possible. The written notice shall include the time and day of the appointment, and the probable duration of the absence.

6.2 Entitlement

- a) Sick leave shall be granted to all employees except casual employees on the basis of two (2) working days per month.
- b) The unused portion of an employee's sick leave shall accumulate to a maximum of one hundred, twenty (120) days.

6.3 Proof of Illness

After five (5) days of being absent from work due to illness, employees may be required to produce a certificate from a duly qualified Medical Practitioner, certifying that such employees are unable to carry out their duties due to illness at the expense of the Board upon proof of payment by the employee. The Board reserves the right to call for an examination of the absent employee by a duly qualified Health Care Professional at the expense of the Board when the period of sick leave exceeds twenty (20) consecutive working days.

Health Care Professionals are those defined by the Workers' Compensation Act, 2013 Section 2 (p).

Employees off work for an extended period of time (e.g. over 30 days) are encouraged to provide periodic medical updates to the Director in writing at intervals mutually agreed to between the employee and Director.

6.4 Notification

Every employee who is absent during working hours on account of illness shall notify the immediate supervisor without delay, and failure to do so, without good cause shall deprive the employee of those benefits to which the employee would normally be entitled for the illness prior to the time notice is received. Upon return to work every employee shall complete the appropriate sick leave request.

6.5 Annual Statement

Each employee shall receive annually on September 15th a statement of unexpended sick leave credits as of June 30th of the previous school year. Such statement shall be open to protest and correction for a period of thirty (30) calendar days and on presentation by the employee of proof of error, correction shall be made by the Board immediately.

ARTICLE SEVEN – LEAVES OF ABSENCE

All leaves of absence must be submitted through the school Principal and approved by the Principal and Director of Education **or designate**.

7.1 Bereavement Leave

a) Definition

For the purpose of this Article, immediate family is defined as spouse, parent, brother, sister, child, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, or grandparent-in-law, (or equivalent step relationship to the aforementioned), or fiancé.

b) Death of Immediate Family Member

An employee shall be granted, leave of absence with pay in case of death of an immediate relative, to a maximum of five (5) working days in each instance. Except in exceptional circumstances, the leave shall be taken in a continuous period commencing on the date of the death.

c) Death of Other Relatives

An employee shall be granted, up to one (1) day, leave of absence with pay (in each instance) in the case of death of an aunt or uncle.

d) Mourner's Leave

An employee shall be granted up to one (1) day leave of absence with pay (in each instance) to mourn the loss of a friend.

e) Pallbearer's Leave

An employee shall be granted up to one (1) day leave of absence with pay (in each instance) to act as a eulogist or active pallbearer.

f) Additional Leave

Upon written application, the Director may grant Bereavement Leave in addition to that provided above where such additional leave is justified.

7.2 Compassionate Leave - Illness or Injury of Immediate Family

Leave of absence with pay for life threatening illness, injury, or major surgery involving an immediate family member may be granted at the discretion of the Director for a period not exceeding five (5) days in a school year.

Upon written application, the Director may grant Compassionate Leave in excess of five (5) days, where such leave is justified to the Director.

7.3 Maternity, Parental and Adoption Leave

Leave shall be granted in accordance with **Saskatchewan Employment Act**. A copy of **Saskatchewan Employment Act** shall be placed, by the Board, in a central location within each school. While on the above leaves, an employee shall accumulate seniority and accumulate service toward increments.

7.4 Jury/Witness Duty

Employees who are absent from work as a result of being subpoenaed to be witnesses in court or of being required to serve on a jury shall be paid their normal salary while absent subject to the following conditions:

- a) The employees shall pay to the Board any remuneration other than expenses, which they receive, for such absence. With respect to the Court of Queen's Bench, the employee, if appearing as a witness, shall make application in accordance with "The Court of Queen's Bench Fees Regulations" for witness fees.
- b) The employee shall notify the Board as soon as possible after receipt of notice for such absence.
- c) This Article does not apply to an employee who has a direct or indirect interest in the outcome of any proceeding, or who appears as an accused in any proceeding.

7.5 Union Leave

- a) Leave of absence without pay may be granted upon request to the Director, to a maximum of two (2) employees elected or appointed to represent the Union at Union events. Employees attending such functions shall continue to be paid by the Board as though they were at work. The Board shall bill the Union for the wage and benefit costs of these employees while on such leave and the Union shall reimburse the Board for these costs.
- b) Any employee who is elected or selected for a full time position with the Union or any Body with which the Union is affiliated or who is elected to public office, may be granted leave-of-absence without pay but without loss of seniority by the Board for a period of one year. This period may be extended by the Board at the end of the year.

7.6 General Leave

The Director may grant leave of absence without pay to any employee requesting such leave. Such a request will be in writing fully outlining all relevant circumstances.

Short-term Leaves of Absence Without Salary may be granted by the Director or designate not exceeding five (5) **school days per school year** upon written application by the employee and on the recommendation of the Principal. The Director or designate may grant additional Leave of Absence without Salary should circumstances warrant.

Application for Leave Without Salary should be requested, in writing, two (2) weeks prior to the commencement of the leave.

7.7 Negotiation Leave

If the bargaining committees agree to meet to conduct negotiations during working hours, the Director will provide leave with pay for a maximum of two (2) employees for the time spent in negotiations. **The Board shall bill the Union for the wage and benefit costs of any additional employees and the Union shall reimburse the Board for these costs.**

7.8 Pressing Personal Leave

An employee shall be entitled to a leave or leaves for pressing personal reasons, for up to four (4) days in any school year. The first two (2) such days in any school year shall be with pay and the remaining days shall be without pay. Requests for such leave shall be made through the principal to the Director. (e.g. inclement weather (out of town residents only), graduation/convocation (self, child, or spouse), household emergency, emergency child care, care of parents, wedding of child or grandchild, child illness).

7.9 Compassionate Care Leave

An employee shall be entitled to a leave of absence without pay but without loss of seniority of up to eight (8) weeks, in order to care for a critically ill family member who is dependent upon the employee for care. An employee shall apply in writing, providing proof of the nature of the dependant relationship and the critical illness of the family member.

ARTICLE EIGHT – STATUTORY HOLIDAYS AND VACATION LEAVE

8.1 Vacation Entitlement Leave

All employees shall after one year's service, be entitled to annual vacation with pay, and in each year of consecutive service thereafter, on the following basis:

- a) Those with over one year of service will be entitled to three (3) weeks vacation with pay.
- b) Those with over eight (8) years of service will be entitled to four (4) weeks vacation with pay.
- c) Those with over sixteen (16) years of service will be entitled to five (5) weeks vacation with pay.
- d) Those with over twenty-four (24) years of service will be entitled to six (6) weeks vacation with pay.
- e) Employees not having a year of service prior to the vacation period shall be allowed vacation at the rate of one and one-quarter (1 ¼) working days for each completed month of service. An employee leaving the service of the Board at any time in a vacation year prior to taking vacation shall be entitled to payment of wages in lieu of earned vacation.

8.2 Vacation Pay

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

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

8.3 Public Holidays

Academic year employees shall be entitled to the following Public Holidays:

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

All twelve (12) month employees shall receive the following holidays with pay, pro-rated in relation to hours worked in the previous four (4) week period:

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

Employees will be paid hour for hour for the above Holidays and for any time worked on such Holidays according to the provisions of Saskatchewan Employment Act. A copy of Saskatchewan Employment Act shall be placed, by the Board, in a central location within each school.

ARTICLE NINE – WORKING CONDITIONS

9.1 Hours of Work

The normal scheduled hours of work are set out in Appendix “A” and are not a guarantee of hours to be worked, but serve as a basis for the calculation of overtime and scheduling.

9.2 Scheduling

The days to be worked at the daily hours of work, including starting time, lunch and “coffee” breaks and finishing times shall be determined by the Director **or designate** and school Principal, in accordance with Appendix “A” and shall be communicated to the employee.

9.3 Overtime

- a) Scheduled hours of work shall not exceed those listed in Appendix “A”. All time authorized by the Principal and Director **or designate** and worked in excess of those listed in Appendix “A” will be considered as overtime and will be compensated at the rate of time and one-half (1 ½) of the regular base rate for the first two (2) hours and double the rate thereafter.
- b) In the event an employee starts work in any day and is sent home before completing **three (3)** hours of work, that employee shall be paid for a minimum of **three (3)** hours **as per Saskatchewan Employment Act**.
- c) Employees required to remain on duty after the completion of their regular shift shall be paid in units of one-half hour at the overtime rates provided that the employees remain on duty for the time they are claiming.
- d) The Board agrees that employees be notified in advance (except in the case of emergency) of any activity in the schools where it is necessary to have an employee in attendance as soon as the Supervisor is aware of the requirement.

9.4 Time off in Lieu

In lieu of receiving pay for overtime as outlined above, an employee may, if approved by the Director of Education **or designate**, choose to take time off at the applicable overtime rate. Such time off in lieu of pay shall be taken at a time mutually agreed between the employee's immediate supervisor and the employee.

9.5 Supplementation of Compensation Award

The Board agrees that whenever employees are injured during the course of and in the performance of their duties for the Board, said employees shall for the period during which they received compensation under the Workers' Compensation (Accident Fund) Act, or for the period of three (3) months after such injuries, whichever period is the shorter, be entitled to be paid by the Board on the regular Board pay days, such amount as may be required to bring their compensation for such period up to the amount of their full wages.

9.6 Occupational Health Committee

The Board and the Union shall adhere to the relevant portions of **The Saskatchewan Employment Act**. A copy of **The Saskatchewan Employment Act** shall be placed, by the Board, in a central location within each school.

9.7 Workers' Compensation

- a) When an employee is injured in the performance of his duties, or when an employee incurs an industrial illness, and the accident or illness is compensable under the provisions of the Workers' Compensation Act, 2013, the Board shall continue to pay such an employee for up to a maximum of three (3) months, their regular salary. The employee agrees that any benefits payable from workers' compensation shall be paid directly to the Board on behalf of the employee.
- b) The Director **or designate** and the Union will work together to re-employ any employee who is unable to return to their normal duties following a work injury. In such circumstances the Director **or designate** and the Union may agree to waive the provisions of Articles pertaining to vacancies, promotions, lay-offs and classifications.

ARTICLE TEN – GENERAL CONDITIONS

10.1 Discipline Notice

a) Just Cause

No employee shall be disciplined or discharged without just cause. In the case of discipline or discharge, the Union shall be advised in writing by the Board of the reasons for such actions.

b) Right to have Union Representation

Employees asked to meet with the Board, or any representative of the Board, for disciplinary purposes shall be entitled to be accompanied by a local Union representative, as defined in Article 1.1 (g), of their choice, and shall be informed of that right.

10.2 Disciplinary Process

a) Non-Disciplinary Verbal Warnings

The Board recognizes that it is desirable to advise the employee of his conduct and his professional performance as soon as possible and informally. The Employer agrees to consider these warnings in a spirit of cooperation and correction, rather than in a spirit of punishment, and shall endeavour to assist the employee in improving work performance.

b) Progressive Discipline

Except in cases of gross misconduct, the Board agrees that progressive discipline will be used in dealing with Employees whose job performance and/or conduct is not satisfactory. The Board and the Union recognize that any disciplinary measure shall be imposed only for valid reasons.

The Employer and Union agree that disciplinary action will be a progressive fashion:

- Formal verbal warning(s)
- Written warning(s)
- Progressive Suspension
- Termination

c) Presence of a Union Representative

In cases where the Board considers an Employee's conduct to warrant disciplinary action (dismissal, suspension, verbal or written reprimand) no step shall be taken other than in the presence of a Union representative, unless the member has waived their right to Union representation in writing and submitted to the Union prior to the meeting being held. The Employee shall have an opportunity to state his/her side of the case in advance of discipline being imposed.

d) Documentation

It is also agreed that in cases of discipline, in subsequent proceedings or arbitration hearings, evidence shall be limited to the grounds stated in the written discharge or discipline notice to the employee and the Union. The local of the union and the Employee shall receive a minimum of four (4) hours notification of any meeting related to an employee's conduct. The notice provided shall include information pertaining to the purpose of the meeting. The Union representative shall be given a reasonable opportunity to meet with the employee with no loss of pay or benefits prior to the Employee's scheduled meeting with the Board.

When an Employee is non-verbally reprimanded, suspended or dismissed, the Board shall advise the Employee in writing of the reasons for the action taken and a copy shall be submitted to the Union at that time.

If the Employee concerned wishes to respond, they may do so in writing and such response will become part of the documentation. At the Employee's request a copy of his/her response shall be forwarded to the Union.

Provided there has been no further discipline, documentation of disciplinary action shall be removed from the Employee's file:

- within one (1) year of the initial discipline for written reprimands
- within three (3) years of the initial discipline for suspension

e) Workplace Conflict

The Board and the Union acknowledge a shared responsibility to:

- prevent harassment and/or violence
- promote a safe, abuse-free working environment
- uphold the philosophy of zero tolerance of harassment and/or violence

f) Attempt to Resolve

If an Employee believes that a workplace conflict could escalate to harassment or violence, the employee should approach the opposing party in an attempt to resolve.

If there has been no resolution, or if the Employee does not feel able to approach the other party directly, that Employee, or the Union, should approach the Employer and attempt to resolve the matter between the parties.

If the matter has no satisfactory resolution, the Union, on behalf of the member, should file a formal complaint documenting the event(s) complete with time, date, location, names of witnesses and details for each event.

Upon receipt of any verbal or written formal harassment complaint the Employer shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint. The Board must maintain written notes of their actions.

Failure to resolve shall result in the initiation of a formal investigation.

There shall be one (1) personnel file maintained by the Board for each employee. Files are to be kept under lock and key. The Director or designate must be present when an employee is reviewing his/her file.

10.3 Bulletin Board

The Board shall provide a location within each school for a bulletin board for the exclusive use of the union employees covered by this agreement.

10.4 Retirement

The age of retirement for all employees shall be in accordance with **The Saskatchewan Employment Act.**

10.5 Pay Periods

Wages and Salaries shall be paid on a monthly basis.

10.6 Extra Curricular Activities

Employees assigned in writing to participate in extra-curricular activities shall be paid their regular hourly wage for each hour so worked.

10.7 Out of Pocket Expenses and Mileage

Employees shall be compensated for every kilometre traveled when they use their own vehicle to perform tasks related to their work and shall, when travelling to perform tasks related to their work, be compensated for meals as follows:

- a) Out of Town Travel Allowance: Provincial Government Rates effective September 1 of the current year.
- b) Meal Allowance: Provincial Government Rates effective September 1 of the current year.
- c) In-Town Travel Allowance: As per relevant Administrative Procedure.

10.8 Professional Development

- a) Where the Director **or designate** requests an employee to take a specific course, the employee will be reimbursed the cost of the course, including any ancillary costs in accordance with the Administrative Procedure, upon proof of successful completion of the course. Where time away from work is required for purposes of attendance at the course, the Director **or designate** will approve leave with pay.
- b) An employee may make written application to take a course, or attend some other educational event, and the Director **or designate** may approve reimbursement of the cost of the course, upon proof of successful completion of the course if appropriate, or a portion thereof, and may approve leave from work, with or without pay or with a portion thereof.

10.9 Employee Benefits Plans

The Board shall maintain the Saskatchewan School Board Association Group Benefits Plan as follows:

<u>Benefit</u>	<u>Premium</u>
a) Group Life – Core (2x Salary)	50%/50%
b) Group AD & D – Core (2x Salary)	50%/50%
c) Long Term Disability – Core A Reducated (at 75% taxable)	50%/50%
d) Employee and Family Assistance	50%/50%
e) Dental Plan C	65%/35% (effective September 1, 2016)
f) Vision Plan A	Employee
g) Voluntary Life	Employee
h) Voluntary AD & D	Employee
i) Voluntary RRSP	Employee
j) Extended Health Benefits	Employee (Optional)

ARTICLE ELEVEN – TERM OF AGREEMENT

11.1 Duration

This Agreement, unless by mutual consent of both parties hereto, shall be in force and effective from and after September 1st, **2015** up to and including August 31st, **2018**, and from year to year thereafter unless notification of desire to amend be given in writing.

11.2 Written Notice

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

11.3 Salary Schedule

These wage increases for employees covered by this Agreement will be the same average percentage increase as those agreed by the Saskatchewan Teachers' Federation and the Government of Saskatchewan.

SCHEDULE "A" "SALARY GRIDS" shall be revised accordingly and effective on **September 1** of each year following the Agreement being reached between the Saskatchewan Teachers' Federation and the Government of Saskatchewan.

Christ the Teacher R.C.S.S.D. No. 212
St. Henry's C.U.P.E. Local #4618 (Melville)

SALARY GRIDS

September 1, 2015

Occupational Classification	Prob. & Cas. (0-3 Mo.)	Step 1 3 Mos. +	Step 2 1 Yr.+	Step 3 2 Yrs.+	Step 4 3 Yrs.+
ADMINISTRATIVE ASSISTANT	16.92	17.77	18.66	19.59	20.57
EDUCATIONAL ASSISTANT	16.29	16.94	17.62	18.32	19.06
LIBRARY TECHNICIAN	16.29	16.94	17.62	18.32	19.06
N-H SUPERVISOR	16.29	16.94	17.62	18.32	19.06
CARETAKER	16.29	16.77	17.28	17.80	18.33

September 1, 2016

Occupational Classification	Prob. & Cas. (0-3 Mo.)	Step 1 3 Mos. +	Step 2 1 Yr.+	Step 3 2 Yrs.+	Step 4 3 Yrs.+
ADMINISTRATIVE ASSISTANT	17.24	18.11	19.01	19.96	20.96
EDUCATIONAL ASSISTANT	16.60	17.26	17.95	18.67	19.42
LIBRARY TECHNICIAN	16.60	17.26	17.95	18.67	19.42
N-H SUPERVISOR	16.60	17.26	17.95	18.67	19.42
CARETAKER	16.60	17.09	17.61	18.14	18.68

September 1, 2017

Occupational Classification	Prob. & Cas. (0-3 Mo.)	Step 1 3 Mos. +	Step 2 1 Yr.+	Step 3 2 Yrs.+	Step 4 3 Yrs.+
ADMINISTRATIVE ASSISTANT	T.B.D	T.B.D	T.B.D	T.B.D	T.B.D
EDUCATIONAL ASSISTANT	T.B.D	T.B.D	T.B.D	T.B.D	T.B.D
LIBRARY TECHNICIAN	T.B.D	T.B.D	T.B.D	T.B.D	T.B.D
N-H SUPERVISOR	T.B.D	T.B.D	T.B.D	T.B.D	T.B.D
CARETAKER	T.B.D	T.B.D	T.B.D	T.B.D	T.B.D

***The above grid shall increase by the same average percent increase to those agreed by the Saskatchewan Teachers' Federation and the Government of Saskatchewan.**

Increments are due the first of the month following completion of any experience requirement.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed:

Executed on behalf of:
THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 4618 at

Executed on behalf of:
THE BOARD OF EDUCATION
OF THE CHRIST THE TEACHER
ROMAN CATHOLIC SEPARATE
SCHOOL DIVISION NO. 212 OF
SASKATCHEWAN at

Melville SK, this 20 day of
April, 2016.

Yorkton, SK, this 21st day of
April, 2016.

Ganno Freeman
Janna Rothgeber
CBartake

B MacKeay
Chell

APPENDIX A

Hours of Work

Christ the Teacher Roman Catholic School Division No. 212

CLASSIFICATION HOURS PER DAY / PER WEEK SCHEDULED BETWEEN

Administrative Assistant	7.5 / 37.5	8:00 a.m. to 5:00 p.m. Monday to Friday
Library Technician	7.5 / 37.5	8:00 a.m. to 5:00 p.m. Monday to Friday
Educational Assistant	7.5 / 37.5	8:00 a.m. to 5:00 p.m. Monday to Friday
Caretaker	8.0 / 40.0	

APPENDIX B

Memorandum of Understanding

BETWEEN

THE BOARD OF EDUCATION OF THE CHRIST THE TEACHER ROMAN

CATHOLIC SEPARATE SCHOOL DIVISION NO. 212

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4618

Re: Noon Supervision

The parties agree that the employees may voluntarily participate in the noon supervision program at the school. The hours worked in this capacity are one (1) voluntary and (2) unrelated to the employee's regular assignment. Therefore noon supervision time cannot be recognized as regular working hours and cannot be counted toward overtime.

Employees volunteering for noon supervision shall be paid at their regular hourly wage.

Employees choosing to volunteer for noon supervision shall do so at the beginning of the school year and the commitment to supervise is for the full school year. The employee will indicate their preference for payment (monthly or year-end).

The principal shall track actual minutes supervised (as identified in the approved school supervision program) and these will be submitted by the Principal to the Division Office for pay monthly or in June of each school year (as requested by the member).

APPENDIX C

CARETAKER CONTRACTOR
AGREEMENT RESPECTING THE
CARETAKER CONTRACTOR

Supplement to the Collective Agreement between

The Board of Education of Christ the Teacher Roman Catholic Separate School Division

No. 212 and

The Canadian Union of Public Employees and its Local No. 4618.

The caretaking requirements of facilities in the Division will be provided by a contractor hereinafter referred to as a "Caretaker Contractor". The Caretaker Contractor is entitled to the protections and benefits of the Collective Agreement, except that Articles 3, 4, 5, 6, 7, 8, 9 and 10 of the Collective Agreement shall not apply to the Caretaker Contractor. The following Agreement shall apply:

1 Service To Be Provided

- 1.1 The Caretaker Contractor shall supply janitorial services to the Board in respect of the school buildings and grounds at St. Henry's Junior School, Melville, Saskatchewan and St. Henry's Senior School, Melville, Saskatchewan;
- 1.2 The Caretaker Contractor shall supply all cleaning equipment, tools and other equipment and supplies necessary to perform the services under this Agreement;
- 1.3 The provision for public access to the school outside of instructional hours does not form part of this Agreement;
- 1.4 Minor repairs to the school premises and its facilities shall be provided as may be necessary. Major renovations or new construction, refinishing of the gymnasium floors at St. Henry's Senior, and cleaning of the gym girders do not form part of this Agreement.

2 Services To Be Supplied

- 2.1 The services to be supplied by the Caretaker Contractor shall be all those necessary in order to maintain the school buildings and grounds in a reasonably neat, clean and sanitary condition at all times and in a state of offering reasonable conditions of safety and comfort to the teachers, pupils and other authorized personnel occupying the same in accordance with this Agreement and Board policy. Notwithstanding the generality of the foregoing, the standard services shall be such as will ensure:

- a) Accessibility to the school by teachers, pupils and other authorized persons during those hours of the day in which school is ordinarily kept and for activities authorized by the Board at other times of the day;
- b) That the school division building, furniture, equipment and fixtures are observed and protected from avoidable damage during those hours and under those circumstances when damage might reasonably be expected to occur, and in particular that at least one custodial person is available to the school during instructional hours;
- c) That the school building is kept adequately heated during those hours in which they are in use during the seasons when heating is required for comfort;
- d) That floors are kept clean and adequately covered with good quality floor wax and that windows and furniture are kept reasonably free from dirt and dust and that minor repairs are carried out promptly when required;
- e) That heating, plumbing and sanitary facilities are kept clean and that such minor maintenance as may be reasonably required to keep the equipment in working condition are performed;
- f) That the surface of exterior and interior walls and trim is maintained in a neat and clean condition and in particular that interior doors and trim are painted as may be reasonably required;
- g) That decorative grass is cut, hedges are trimmed and other parts of the grounds and walks are kept reasonably safe and tidy at all times;
- h) That all health, safety and fire safety laws are complied with and precautions observed, insofar as it is within the Contractor's power to do so, and, in particular, that fire extinguishers are maintained in a useable condition at all times and that exits, entrances and walks are kept free from ice, snow and other impediments to passage; and
- i) That the Caretaker Contractor is responsible for minor maintenance of buildings, and equipment such as replacing broken glass, tiles, and minor repairs to playground, school and other equipment.

3 Board Supplied Products

The Board agrees to provide the following supplies: Paper towels, toilet tissue, garbage bags, hand soaps, ice melter, deodorizers, urinal blocks, fertilizer and floor matting.

4 Compensation

The Board agrees to pay the Caretaker Contractor annually the sums of monetary compensation for services provided as outlined in this letter of understanding and shall receive economic adjustments as per Article 11.3 of the Collective Agreement. Prior to the start of the school year, a letter confirming contract compensation will be provided annually the sums of:

Compensation will be paid in twelve (12) equal monthly installments

5 Workers' Compensation Premiums

The Board shall compensate the Contractor for all premiums required to be paid pursuant to The Workers' Compensation Act, 2013 by the Contractor in relation to the services performed pursuant to this Agreement.

6 Provincial Sales Tax

It is the responsibility of the Contractor to collect and remit to Saskatchewan Finance any amounts required with respect to the provincial sales tax.

7 Deemed Advance

If the Contractor fails to make any report, return, deduction or contribution required by law in respect of the Contractor's employees or himself and the

Board, as a result, is required to make any expenditure, the amount of that expenditure is deemed to have been advance to the contractor on the price of the services herein yet to be provided.

8 Scheduling of Hours

The Caretaker Contractor acknowledges the provisions of The Education Act, 1995, specifically Sections 163 to 167, with respect to the hours and days upon which school is held and the Caretaker Contractor shall supply the services required to be performed under this Agreement in a manner that will not unduly interrupt the school program.

8.1 To facilitate the performance of the Contractor's duties in a manner that does not unduly interrupt activities occurring on school premises:

- a) The Contractor shall consult with the Principal and co-operate with the school staff; and
- b) The Principal shall inform the Contractor of activities which will occur on the school premises at times other than during instructional hours.

9 Information

The Caretaker Contractor shall supply to the Board such information related to the services supplied hereunder as will enable the Board, as required by law, to report to its electors and to governmental authorities with respect to such services.

10 Assignment

This Agreement may not be assigned or subcontracted except with the explicit written consent of both parties.

11 Contractor Employees

The Contractor shall ensure that each and every employee shall:

- a) be a person of good character;
- b) be medically fit to carry out all the duties and function of a caretaker;
- c) provide a clear criminal record to the Contractor before beginning to work;
- d) be the holder of a valid license endorsed for the operation of any equipment as required by Saskatchewan law and regulations; and
- e) be able to furnish a bond if required to do so by the Board.

12 Indemnification

The Board agrees to indemnify and save harmless the Caretaker Contractor from any and all claims arising from bodily injury or property damage due to the negligence of the Caretaker Contractor in providing the services hereunder.

13 Breach of Agreement

Notwithstanding the foregoing, in the event that either party breaches any term of this Agreement, the aggrieved party may terminate this Agreement by delivering a notice of termination of this Agreement to the other party within thirty (30) calendar days from the date upon which the said breach came to the attention of the aggrieved party. In the event of the said termination under this clause, the Caretaker Contractor shall be paid an amount by the Board which bears in proportion to the total contract price the ratio which the services provided by the

Caretaker Contractor to the date of the termination bear to the total services agreed to be provided herein.

13.1 Except as provided in Article 14 of this Agreement, "Probation", termination by the Board shall only be for breach of the Agreement or for shortage of work. Any dispute arising out of such action may be referred to Article 2 of the Collective Agreement, "Grievance and Arbitration Procedure".

14 Probation

A new Caretaker Contractor shall complete a six (6) month probationary period. A probationary Caretaker Contractor shall be entitled to any applicable rights and privileges under this Agreement, except that the Board retains the right to terminate the Agreement if the Caretaker Contractor is found unsuitable. The probationary period for any new Caretaker Contractor may be extended for an additional period of up to six (6) months as agreed by the parties.

15 Termination

The appointment of a Caretaker Contractor under this Agreement shall continue, except that it may be terminated through:

- a) The application of Article 13 of this Agreement, Breach of Agreement;
- b) Mutual agreement between the parties;
- c) By the Caretaker Contractor giving the Board three (3) months' written notice of termination.

APPENDIX D

LETTER OF UNDERSTANDING

Between

THE BOARD OF EDUCATION OF THE CHRIST THE TEACHER
CATHOLIC SCHOOL DIVISION NO. 212 OF SASKATCHEWAN

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4618

Re: Contracted Caretaker – St. Henry's Jr. & Sr. School

1. Effective September 1st, 2016, the Contracted Caretaker position at St. Henry's Jr. & Sr. School shall become a caretaker position within the scope of this agreement and shall be entitled to all provisions contained within, where applicable.
2. It is understood that the work schedule and responsibilities shall be tailored to mirror those of other hourly caretakers, based on the requirements of the school division.

Signed this 20 day of April, 2016.

ON BEHALF OF:

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4618

Jane Linn
Sarra Rathgeber
C Bartake

ON BEHALF OF:

CHRIST THE TEACHER
CATHOLIC SCHOOL DIVISION
#212

B. Mackesey
Chell
Delaney

LETTER OF UNDERSTANDING

Between

THE BOARD OF EDUCATION OF THE CHRIST THE TEACHER
CATHOLIC SCHOOL DIVISION NO. 212 OF SASKATHEWAN

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4618

Re: Lump Sum Payment

1. Upon ratification of contract, a one-time payment of \$300 (less statutory deductions) will be paid to each current permanent CUPE employee.

Signed this 17 day of March, 2016.

ON BEHALF OF:

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4618

ON BEHALF OF:

CHRIST THE TEACHER
CATHOLIC SCHOOL DIVISION #212

Bartabe
Anna Rathgeber
Anna Freeman
Bob Smith

B. Mackenzie
Debra
Chet