



COLLECTIVE AGREEMENT

between

**THE BOARD OF EDUCATION OF THE
NORTH EAST SCHOOL DIVISION No. 200**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4875**

September 1, 2022 to August 31, 2025

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PREAMBLE

The purpose of this Agreement shall be to set forth the negotiated terms and conditions of employment relating to wages and working conditions and to provide a means of settling disputes and grievances.

ARTICLE 1 – RECOGNITION

1.01 Bargaining Unit

The Board recognizes the Canadian Union of Public Employees and its Local 4875 as the sole and exclusive collective bargaining agent for all of its employees except those identified by order of the Labour Relations Board or by mutual agreement of the parties.

1.02 Union Security

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 members of the Union.

1.03 Check Off

The Board agrees to require new employees included in the scope of this Agreement to sign dues authorization and Union cards upon hire and agrees to deduct dues from the pay of employees, on a **semi-monthly** basis, as prescribed by the Union. The total sum so deducted shall be remitted to the Treasurer of the Union not later than the fifteenth (15th) day of the following month, accompanied by a list that includes member's name, employment status (**casual/non-casual**), regular wages, and dues deducted.

1.04 Correspondence

- a) All correspondence between the parties arising out of the Agreement shall pass to and from the Superintendent of Human Resources of the North East School Division and the Recording Secretary of the Union or designate.
- b) The Human Resources Department of the North East School Division shall provide the Treasurer of the Union with a monthly Human Resources Report.

- c) **Union dues in the amount of two percent (2%) will be deducted from Union members' pay on a semi-monthly basis. The dues shall be deducted from regular wages which include regular pay, statutory holiday pay, vacation pay, paid sick days, union leave with pay and other leaves with pay.**
- d) The Board agrees that, where practicable, any reports or recommendations being made to the Board dealing with matters included in this Agreement, shall be communicated to the Union prior to formal decision by the Board in a time period that allows the Union a reasonable opportunity to consider them and make representations, if felt necessary.

1.05 Orientation

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, at a mutually agreed time of the employee and the Board without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Board and the Union. The Board shall provide an electronic link to the collective agreement in force to the employee at the time of hire. Paper copies are available upon request.

1.06 No Other Agreements

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

1.07 Management Responsibilities

The sole right and function of the North East School Division is to manage the workforce, including the right to plan, direct and control Board operations; to maintain an efficient and productive workforce; and to require employees to observe Board policies and procedures, subject to the provisions of this Agreement. The Board's rights shall not be used to direct the work force in a discriminatory manner.

1.08 Union Representatives

The Union shall furnish the Board with a copy of the current Executive Members and their contact information **within ten (10) working days of any change.**

1.09 Bargaining Committee

Each party shall inform the other as to the personnel of its bargaining committee and the changes of personnel that are made from time to time.

1.10 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the parties. No employee covered by this Agreement will be laid off or experience a reduction in hours due to the Board contracting out services. Historical practice with respect to the contracting of major projects and services will **continue**. **Historical practices with respect to contracting out maintenance work (not just for major projects) will also continue**. The use of volunteers will not be precluded providing they are for the purpose of enhancing a program and are supernumerary.

1.11 Right of Union Representation

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Board. Such representatives/advisors shall have access to the Board's premises in order to deal with any matters arising out of this Collective Agreement providing that the Division protocol is followed.

1.12 Union Notices

The Union shall have a right to post notices of meetings and such other Union notices of interest to the membership on existing bulletin boards. The Board shall ensure bulletin boards are available and in suitable locations at all facilities. The Board will provide a "mail box" at each school for the use of the bus drivers in that attendance area.

1.13 Contact Information

The Board will provide to the Union a list of all the employees in the Bargaining Unit. The list will include each person's name, home mailing address, home telephone number, personal cellular number, work e-mail, and personal e-mail.

The employee contact list will be provided in an electronic spreadsheet to the Recording Secretary, Secretary-Treasurer and the President on an annual basis on November 1 of each school year.

ARTICLE 2 – DEFINITION OF TERMS

2.01 Employment Status

- a) Permanent employee – means the incumbent of a permanent position who has successfully completed a probationary period.
- b) Temporary employee – means a person who is hired for a defined period of time and shall be considered terminated upon completion of their temporary term of employment.
- c) Casual employee – means a person engaged to perform work on a call-in basis or in an emergent situation, which does not require posting.
- d) Probationary employee – an employee in a permanent or temporary position who is serving a probationary period.
- e) Full-Time – an employee who is required on an ongoing full-time basis.
- f) Part-Time – an employee who is required on an ongoing, less than full-time basis.
- g) Temporary Position – a position that exists for a defined period of time that requires a posting.

2.02 Other definitions

- a) Internal Applicant – one who has successfully completed a probationary period within the Bargaining Unit and is applying to a competition.
- b) Promotion – is defined as the Board directed movement of an employee from a position to another position with a higher maximum hourly rate of pay.
- c) Transfer – means the movement of a qualified employee from one position to another position.
- d) Layoff – shall be defined as a Board initiated reduction in the workforce which results in loss of employment or a reduction in hours of work as per their letter of offer.
- e) Fiscal Year – September 1 to August 31 of any year.

- f) Academic Year – the period of time commencing on the opening day of school operations and ending on the last day of school operations in any year as defined by The Board of Education of the North East School Division No. 200.
- g) Board – The Board of Education of the North East School Division No. 200.
- h) CUPE – Canadian Union of Public Employees Local 4875.
- i) Consultation – a meeting or discussion between the parties to deliberate, debate, discuss and consider a matter.
- j) Mutual Agreement – an agreement between the North East School Division and CUPE Local 4875.
- k) Supernumerary – is a person that exceeds or is beyond the regular or prescribed number that is required or needed to carry out a program.
- l) Written Application – an application made by email or hardcopy.
- m) Regular wages include hourly rates, statutory holiday pay, vacation pay (if applicable) and any other wages paid for the regular hours of work.

ARTICLE 3 – HARASSMENT

3.01 No Discrimination

- a) The Board and Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race or perceived race, creed, religious or political affiliation, colour, sex, nationality, marital status, family status, sexual orientation, disability (subject to bona fide occupational requirements), age (as defined by *The Saskatchewan Human Rights Code*), place of origin, receipt of public assistance, place of residence or by reason of membership or activity in the Union.

3.02 Harassment

- a) The Board and the Union recognize the right of the employee(s) to work in an environment free of harassment. While it is the Board's legal responsibility to provide a work place free of harassment, both the Union and the Board will work jointly to achieve that goal. The Board may discipline an employee who engages in harassment of another employee. Harassment is defined in the North East School Division Administrative Procedures (www.nesd.ca).

b) Harassment refers to behaviours that are not welcomed, not reciprocated and that the harasser knew, or should have known, were objectionable.

c) 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.

d) 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 Board and attempt to resolve the matter between the parties.

If the matter has no satisfactory resolution, the employee 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 Board 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.

e) The process for addressing harassment shall be in accordance with North East School Division Administrative Procedures found at www.nesd.ca.

ARTICLE 4 – DISCIPLINE

4.01 Disciplinary Process

a) Non-Disciplinary Verbal Warnings

The Board recognizes that it is desirable to advise the employee of their conduct and their professional performance as soon as possible and informally. The

Board 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 their work file.

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 Board 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

- i) In all cases where the Board considers that an employee's conduct warrants 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 their side of the case in advance of discipline being imposed.
- ii) The employee and the Union shall be notified at least four (4) hours in advance of any meeting to be held for the purposes of discipline and the reason for the discipline.
- iii) The Union representative shall be given an opportunity to meet with the employee with no loss of pay or benefits prior to the employee's scheduled meeting with the Board.

d) 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.

- i) 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.

- ii) 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 their response will be forwarded to the Union.

4.02 Suspension Pending Investigation

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

- 4.03 In the event of dismissal under this Article, payment of wages and holiday pay owing will be in accordance with the terms of this Agreement.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.01 Definition

A grievance exists when there is a dispute or difference of opinion between the Board and the Union or any employee as to the interpretation or application of any Article of the Agreement, including as to whether an employee was disciplined or terminated unjustly.

5.02 Procedure

The agreed procedure for the disposition of all grievances shall be as follows:

- a) Step 1

- A discussion between the Union and the immediate supervisor shall take place within thirty (30) working days of the action or discovery of the action giving rise to the grievance.

- b) Step 2

- i) If the dispute is not resolved satisfactorily in Step 1, a written grievance setting forth the issue, the Articles in question and the remedy requested and signed by the aggrieved, shall be presented to the Superintendent of

Human Resources or their designate by the Union within ten (10) working days of the aforementioned discussion.

- ii) A meeting shall be convened by the Superintendent of Human Resources or their designate with the Union and employee to discuss the grievance within seven (7) working days of its receipt.
- iii) A written decision shall be rendered by the Superintendent of Human Resources or their designate to the Union within seven (7) working days of such meeting.

c) Step 3

- i) Failing agreement under Step 2, a written request for a meeting may be made by the Union to the Director of Education within ten (10) working days of receipt of the decision at Step 2.

A meeting shall be convened by the Director of Education with the Union to discuss the grievance within seven (7) working days of its receipt.

- ii) The Director of Education shall send their decision in writing to the Union within seven (7) working days of the hearing.

d) Step 4

- i) Grievances which cannot be resolved through the above may be referred to a Board of Arbitration within twenty (20) 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 (2) members so appointed.
- iii) Where the appointees of the parties fail to agree, within twenty (20) 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.

5.03 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 thirty (30) working days.

5.04 Disputes Involving Dismissal or General Application

Where there is a dispute involving a dismissal for cause or a question of general application, the Board and the Union agree to bypass Step 1.

5.05 Time Limits

Any time limits expressed in the grievance procedure may be extended by mutual agreement between the parties.

5.06 Logistics

The parties shall be able to call on any employee of the Board concerned as a witness. Subject to operational feasibility, the Board will make available such space as may be required by an Arbitration Board for purposes of this Article.

5.07 Expenses

The Union and the Board shall each pay one-half (0.5) of the remuneration and expenses of the Chairperson of the Board of Arbitration.

ARTICLE 6 – PERSONNEL FILES

6.01 Statement of Access

There shall be one (1) personnel file maintained by the Board for each employee. The process for maintaining employee files shall be in accordance with NESD Procedures. Further information can be found at: <http://www.nesd.ca>.

a) Conditions of Access

i) An employee shall submit their request to the Superintendent of Human Resources who shall arrange with the employee or designate an appointment to examine the information in their presence at the Board Office during regular business hours.

ii) The file contents examined may not be removed by the employee or designate from the location of the examination.

- iii) Materials examined by the employee or designate may not be amended or deleted without the approval of the Board.
- iv) Access to information on employees by any other person shall be in accordance with the regulations under *The Local Authority Freedom of Information and Protection of Privacy Act*.

6.02 Acknowledgement of Examination

- a) The employee shall acknowledge the examination of information by signing a dated statement to that effect. Such a statement shall be retained in the employees personnel file.
- b) An employee may submit a written comment with respect to any entry in the file and such comment shall be attached to the relevant document and included in the file.

6.03 Removal of Documentation

Provided there has been no further discipline, documentation of disciplinary action may, upon written request, be removed from the employee's file after two (2) years of the initial disciplinary action.

ARTICLE 7 – SENIORITY

7.01 Definition

- a) Seniority shall be established from the initial date of hire in a permanent position with the Board.

Effective September 1, 2019, an employee who has a temporary contract and has provided continuous service immediately prior to being hired on a permanent basis shall have their seniority made retroactive to the start of the temporary contact upon successful completion of the probationary period referred to in Article 8.04.

- b) For the purpose of determining the seniority of two (2) or more employees who have the same initial date of hire, the senior employee shall be determined by:
 - i) birth month
 - ii) birth day
 - iii) surname

7.02 Seniority List

An up to date seniority list as of November 1 of the current academic year will be created in alphabetical order and date of seniority, and shall be sent to the Union. This list will be posted on the Employee Services Intranet and emailed to all Union members by November 2 of each academic year. It is the responsibility of the employee to identify an error in seniority by November 30 of the current year. Upon proof of error by the employee, the Superintendent of Human Resources or designate shall make the correction. Additions, deletions or corrections to the seniority list shall be sent to the Union after December 1.

7.03 Loss of Seniority

Seniority and service related rights shall be lost in the event that the employee:

- a) is discharged for just cause and is not reinstated;
- b) resigns;
- c) following a lay off, fails to return to work within seven (7) calendar days after being notified by registered mail to do so, unless through sickness or other good cause acceptable to the Board. It shall be the responsibility of the employee to keep the Board informed of one's current address;
- d) notwithstanding Article 12.08 – Education Leave and Article 12.09 – Extended Educational Leave, is laid off for a period longer than twenty (20) months;
- e) retires;
- f) abandons their position with the Board after failing to show up for work following seven (7) calendar days after being notified by and signing for registered mail, unless through sickness or other good cause acceptable to the Board;
- g) fills an out of scope position as determined by the Labour Relations Board on a permanent basis.

ARTICLE 8 – VACANCIES

8.01 a) Posting

When a temporary vacancy of a known period of greater than sixty (60) working days, or a permanent position is to be filled on a permanent basis, the Board

shall post the vacancy at each school or facility within the Division. The notice will be posted for a minimum of seven (7) working days prior to the posting application deadline so that all employees will be allowed the opportunity to make application. At the same time, those vacant positions are advertised internally, they may also be advertised publicly. During the summer vacation period, all postings will be placed on the School Division web site and in all School Division offices. Posting information will also be available through contacting the Human Resources Department. **Postings shall be filled with the successful applicant in place as soon as reasonably possible. Human Resources will notify all applicants and the Union should there be an unreasonable delay.**

b) Job Postings

Job Postings shall include the following information:

- Classification
- Employment Status
- Qualifications, Education, Skills and Abilities
- Applicable ranges or rates of pay
- Total hours of work
- Location including bus route if a driver position
- Closing date of posting
- Must become a member of CUPE local 4875

The name of the successful applicant shall be forwarded to the Recording Secretary within seven (7) working days of filling the position.

8.02 Internal Applications

Employees shall be entitled to apply for such advertised vacant positions by **submitting an application through the Board's online application system**. An application need not be considered if received later than on closing date prescribed.

8.03 Selection

In filling all vacancies, new positions and temporary vacancies of greater than sixty (60) working days, the appointment shall be made of the senior employee who has the qualifications and ability to perform the required duties as specified in the posting. The selected candidate shall indicate their intention to accept the offer of employment in writing by signing and returning the letter of offer to the Board within five (5) working days of receiving the employment contract.

In the situation where a caretaking position is vacant in the same facility for a period of more than a known period of greater than ten (10) working **days** and less than sixty-one (61) working days and based upon the required qualifications, education, skills and ability for that position, it is understood that the part-time caretaker who has the required qualifications, education, skills and ability for that position in that school will be given the first opportunity to fill the position provided the total number of hours of the two positions does not exceed eight (8) hours in a day and/or forty (40) hours per week.

8.04 Probation

a) Term

New employees shall be on probation for a continuous working period of sixty (60) at-work days during which time they shall not acquire seniority. All employees will be notified immediately upon completion of their probationary period.

b) Agreement Application

During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except that the Board has the right to discharge the employee for unsuitability. Upon completion of the probationary period, seniority shall be established retroactive to the date upon which the employee last entered the service of the Board.

c) Mutual Extension

The Board and the Union may mutually agree to extend the probation period of an employee for a further period. The circumstances warranting the extension, the improvements expected by the Board, if applicable, and the duration of the probationary extension must be communicated to the employee. Such agreement shall be confirmed in writing.

d) The Union shall be notified in writing of all dismissals of probationary employees within seven (7) days.

8.05 Trial Period

An employee who has been selected to a new classification shall be on a trial period in that classification for a period of sixty (60) at-work days. This period may be extended by written agreement between the Board and the Union.

In the event the successful applicant proves unsatisfactory in the new classification during the trial period, or if the employee is unable to continue to perform the duties of

the new classification, the employee shall be returned to their former position, community, wage rate or salary rate, without loss of seniority. Any other employee(s) moved to a new classification because of the rearrangement shall be returned to their former position, community, wage or salary rate, without loss of seniority.

a) **Job Shadow**

If a vacancy is posted, and an employee is considering changing classifications, upon request to Human Resources, they shall be given the opportunity to shadow a member in the classification they are considering for up to two (2) days. Members will only be given this opportunity once per year.

8.06 **Job Descriptions**

The Board shall provide the Union with all job descriptions including new job descriptions whenever a job is created or whenever the duties and responsibilities of a job change within the Bargaining Unit. When the duties of any job are changed or increased, or when the Union contends that an employee is incorrectly classified or a new classification is created in the scope of the Agreement, the rate of pay shall be subject to negotiation between the Board and the Union. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall be retroactive to the date the new position was first filled by the employee or the date of the submission in writing of the reclassification.

8.07 **Transfers**

The Board shall have the right to allocate or transfer employees, at its discretion and within the employee's community, provided wages, hours of work and seniority are not adversely affected. The transfer procedure shall include consultation with the employee and the Union. If an employee proves unsatisfactory at the new location within sixty (60) working days, they shall be reverted to their former classification and community with no loss of wages or seniority.

Employees may request a transfer to a different location at the same rate of pay and within the same classification. If, within sixty (60) working days of the transfer, the employee proves unsatisfactory or unable to continue in the relocated position, they shall have the option of being laid off in accordance with Article 9.

a) **Job Shadow**

If a request for transfer has been submitted to Human Resources and granted, the employee who requested the change shall be given the opportunity to

shadow a member in the new location for one (1) day. Members will only be given this opportunity one per year.

ARTICLE 9 – LAY OFF AND RECALL

9.01 Lay Off

- a) Except for just cause other than shortage of work, no Board shall discharge or lay off an employee who has been in their service for at least three (3) continuous months without giving that employee at least:
- one (1) week's written notice, if the period of employment is less than one (1) year;
 - two (2) weeks' written notice, if the period of employment is one (1) year or more but less than three (3) years;
 - four (4) weeks' written notice, if the period of employment is three (3) years or more but less than five (5) years;
 - six (6) weeks' written notice, if the period of employment is five (5) years or more but less than ten (10) years;
 - eight (8) weeks' written notice, if the period of employment is ten (10) years or more.
- b) Where a staff reduction is necessitated, and a lay off notice is to be served pursuant to Article 9.01 a), representatives of the Board and the Union will meet to review the lay off including staff reassignment options.
- c) The parties recognize that job security should increase with length of service, therefore, providing that retained employees are qualified and have the ability to do the work, and subject to Article 9.01 a), employees will be laid off in the reverse order of their seniority.

9.02 Staff Reassignment or Lay Off

- a) Where a staff reduction of permanent positions is necessitated, the Board will serve a layoff notice to the least senior permanent employee(s) in that classification in that school. **Historical practices with respect to temporary positions being eliminated prior to laying off permanent employees shall continue.**

- b) Subject to necessary qualifications, the redundant employee(s) shall have the option of being placed into the permanent position with the same or less numbers of hours held by the most junior employee in the Bargaining Unit within the affected job classification. The parties will explore the following options:
- i) To accept the reduced hours of work (if applicable);
 - ii) To accept layoff and be placed on the recall list for a period not to exceed twenty-four (24) months;
 - iii) To resign employment with the Board;
 - iv) To retire (if applicable);
 - v) Transfer;
 - vi) Any other options to which the parties may agree.
- c) In cases of transfer in lieu of layoff, the employee shall have the option to a trial period as outlined in Article 8.05. If the employee does not meet the needs of the Board they shall have the right to access layoff provisions as outlined in Article 9.
- d) Where multiple employees are affected, employees shall be provided the opportunity to indicate their lay off option in accordance with b) above in order of seniority.
- e) Bus Driver Lay Off or Reassignment

Where an employee reduction is necessitated, a layoff notice will be served to the full-time bus driver with the least applicable seniority within that attendance area. In addition, the employee will have the option of being placed on the substitute list.

9.03 Financial Obligation

The Board will assume no additional financial obligation as a result of an employee accepting a staff reassignment, transfer or a position not within their school attendance area as a result of exercising their option defined in Article 9.02.

9.04 Automatic Lay-off

Notwithstanding *The Saskatchewan Employment Act*, and subject to Article 9.02, entitled "Staff Reassignment or Lay Off", those persons employed on the basis of the student year

are deemed to be laid off for the school vacation periods. This Article shall serve as notices of lay off and recall. Recall shall be automatic except when notice of termination or indefinite lay off has been given under *The Saskatchewan Employment Act* pursuant to Article 9.02 entitled "Staff Reassignment or Lay Off".

9.05 Recall

- a) Employees on lay off, in accordance with Article 9.02 "Staff Reassignment or Layoff", shall submit their intent to apply for posted positions through **the online applicant system** to the Human Resources Department. Selection of successful candidates for posting will be made as per Article 8.03 Selection.
- b) Employees shall be recalled to vacancies for which they have **applied for**, in accordance with Article 8.03 "Selection". An employee may decline offer(s) of employment made in accordance with Article 8.03 "Selection" for a period not to exceed the time limit for purposes of retaining seniority and placement on the recall list, in accordance with Article 7.03 (d).
- c) Employees shall be recalled to vacancies for which they have identified a preference in the written Standing Application, in accordance with Article 8.03 "Selection". An employee may decline offer(s) of employment made in accordance with Article 8.03 "Selection" for a period not to exceed the time limit for purposes of retaining seniority and placement on the recall list, in accordance with Article 7.03 (d).
- d) No new employee will be hired in a classification covered by this Agreement until those laid off, if any, in that classification have been provided with an opportunity to fill the position.

ARTICLE 10 – ANNUAL VACATION AND STATUTORY HOLIDAYS

10.01 Vacation Entitlement

Effective October 1, 2019, employees shall receive vacation entitlement as follows:

- a) After one (1) year of continuous service and up to and including seven (7) years of continuous service, three (3) weeks of vacation.
- b) At commencement of eight (8) years of continuous service and up to and including fifteen (15) years of continuous service, four (4) weeks of vacation.
- c) At commencement of sixteen (16) years of continuous service and up to and including twenty-one (21) years of continuous service, five (5) weeks of vacation.

- d) At commencement of twenty-two (22) years of continuous service and every year thereafter, six (6) weeks of vacation.

10.02 Vacation Entitlement – Academic Year Employees

Vacation pay will be calculated **semi-monthly** and paid on each cheque to all employees who normally work on the basis of the academic year in accordance with Article 10.01 "Vacation Entitlement".

10.03 First Year Entitlement

Every employee not having a year of service prior to the vacation period shall be granted holidays at the rate of one and one quarter (1 ¼) working days for every completed month of service.

10.04 Vacation Carryover

Employees shall be permitted to carry over their unused vacation credits up to a maximum of ten (10) days for **one (1) fiscal year** and shall not be required to receive pay in lieu of vacation for unused credits without their agreement.

Requests for vacation carryover in excess of ten (10) days per year may be considered based on operational feasibility. Requests shall be made to the employee's immediate supervisor for consideration.

10.05 Public Holiday Application

When a public holiday occurs during the employee's vacation, an extra day vacation shall be granted the employee at a time mutually agreed to between the Board and the employee.

10.06 Public Holidays

- a) All Calendar year (twelve (12) month) employees shall have the following holidays off with pay, at the regular rate of pay:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Saskatchewan Day
Labour Day

National Day for Truth and Reconciliation

Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and any nationally or provincially declared holidays.

- b) All Academic year (ten (10) month) employees shall have the following holidays off with pay, at the regular rate of pay:

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

and any nationally or provincially declared holidays that fall within the 10-month academic year (September to June).

For all employees:

- where any of the holidays fall on a Saturday, the holiday shall be observed on Friday;
- where any of the holidays fall on a Sunday, the holiday shall be observed on the Monday;
- where two (2) consecutive holidays occur on a Friday and Saturday, the holidays shall be observed on Thursday and Friday;
- where two (2) consecutive holidays occur on a Sunday and Monday, the holidays shall be observed on the Monday and Tuesday.

The only exception to this is Remembrance Day which is determined by Article 23(2) in *The Education Regulations, 2015*.

10.07 Broken/Unbroken Vacation Period

An employee shall be entitled to receive their entire vacation in a broken or unbroken period as mutually agreed between the Board and employee.

10.08 Employees Called Back from Vacation

When the Board makes it mandatory for an employee to cancel prearranged vacation, the employee shall immediately notify the Board of any prearranged vacation and associated costs. The costs of all non-refundable deposits, penalties and other pre-paid expenses incurred as a result of the cancellation shall be reimbursed by the Board upon submission of receipts.

10.09 Vacation Scheduling

- a) Except for unforeseen emergent situations, to plan for effective coverage and based on operational feasibility, an employee shall submit a request for vacation leave at least **three (3)** weeks in advance to the employee's immediate supervisor. **The supervisor shall provide a response within five (5) working days.**
- b) Vacation shall be taken in blocks of not less than one half (1/2) day at a time.

ARTICLE 11 – SICK LEAVE

11.01 Definition

Sick Leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease and required to be absent from work by order of a Public Health Officer, or because of an accident for which compensation is not payable under *The Workers' Compensation Act* or *The Automobile Accident Insurance Act*. Employees in receipt of sick leave benefits, who are also in receipt of wage replacement under *The Automobile Insurance Act*, shall assign any such payments to the Board, and the employee's sick leave credits will be adjusted accordingly.

11.02 Medical Appointments

Absence from work for medical or dental and optical appointments must receive prior approval of the employee's immediate supervisor. Where possible, approval will be sought at least two (2) weeks prior to the date for which leave is required. Approval will not be unreasonably withheld. Where medical, dental and optical appointments for the employee cannot be made outside of the regular hours of work of the employee, a claim

may be made against the Sick Leave Entitlement identified in Article 11.03 "Entitlement". Appointments should be booked in a way that minimizes time away from work.

11.03 Sick Leave Entitlement

- a) Effective the month following the signing of this Agreement, employees shall be entitled to two (2) days' sick leave without the loss of pay for each month of service they complete.
- b) Unexpended sick leave shall be credited to the employee for a possible future sickness and shall accumulate up to a maximum of one hundred and eighty (180) working days.
- c) Temporary and permanent employees who work on the basis of an academic year will not earn sick leave credits for the months of July and August.
- d) During Board approved leaves without pay of longer than ten (10) days, sick leave credits do not accrue. Employees maintain but do not earn credits during all approved leaves.
- e) The employee shall be advised monthly on their pay statement of the amount of sick leave accrued to their account.
- f) The monthly sick leave credit shall be pro-rated for those employees who work less than the full-time equivalent hours identified pursuant to Schedule "A" entitled "Hours of Work".

11.04 Proof of Illness

Every employee claiming sick leave with pay may be required to obtain and present a certificate from a medical practitioner acceptable to the Board stating that the employee was ill and unable to work after three (3) consecutive days. The Board will not be unreasonable in making such requests. When the Board requests a medical certificate, the Board shall be responsible for the costs assessed by the medical practitioner to obtain the certificate.

11.05 Notification of Injured Worker

Where possible, employees shall be responsible to report all injuries which occur on the job, immediately to the Division Board Office or the Principal or immediate supervisor. Immediately is defined as "the same day as the injury".

11.06 Workers' Compensation

An employee prevented from performing their regular work with the Board due to an occupational accident, illness or injury in the performance of the employee's duties that is recognized by *The Workers' Compensation Act* shall receive from the Board the difference between the amount payable by the Workers' Compensation Board and their regular net salary for each unrelated incident for a period not to exceed six (6) months.

11.07 Accommodation of Employees

Accommodation of employees within the workplace is a shared responsibility between the Board, the Union and the employee.

Subject to the provisions surrounding protection of information and personal privacy, the Board agrees to provide the Union the name(s) of any employee requesting accommodation.

The Board and the Union agree to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to the regular duties of their position as a consequence of a medically documented occupational or non-occupational disability.

In circumstances where a member of the Bargaining Unit requires an accommodation, the Board, the Union and the employee involved shall meet to determine how the accommodation and/or re-integration can be accomplished.

The employee and Union Representative who attend an accommodation meeting shall be released from duty without loss of pay or benefits.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 Bereavement Leave

- a) In the event of a death of a family member, an employee will be granted leave not to exceed five (5) days paid leave per occasion. Such leave will be taken within the period of fourteen (14) calendar days of notification of the death. Should the initial prayer service, wake, funeral or internment occur outside of this timeframe, pre-approval is required.
- b) Family includes father, mother, step-father, step-mother, spouse or common-law partner, same sex partner, sons and daughters, step-sons, step-daughters, brothers and sisters, step-brothers, step-sisters, grandparents, grandchildren, daughters-in-law, sons-in-law, parents-in-law, brothers-in-law and sisters-in-law,

grand-parents-in-law, uncles-in-law, aunts-in-law, uncles, aunts, nephews and nieces, guardians, foster parents and wards.

- c) The Superintendent of Human Resources, on behalf of the Board, may grant additional bereavement leave in excess of five (5) days with or without pay.

12.02 Compassionate Leave

- a) In the event of a serious illness of a family member, an employee shall be granted leave not to exceed five (5) days paid leave per year.
- b) Serious illness to be defined as a life-threatening medical situation that has a significant element of anxiety, urgency or severity for the employee.
- c) Family includes father, mother, step-father, step-mother, spouse or common-law partner, same sex partner, sons and daughters, step-sons, step-daughters, brothers and sisters, step-brothers, step-sisters grandparents, grandchildren, daughters-in-law, sons-in-laws, parents-in-law, brothers-in-law and sisters-in-law, guardians, foster parents and wards.
- d) The Superintendent of Human Resources, on behalf of the Board, may grant additional compassionate leave in excess of five (5) days with or without pay.

12.03 Pressing Matters Leave

- a) Based on need, an employee shall be granted leave of absence not to exceed four (4) days with pay within any one year to attend to urgent pressing personal matters requiring the employee's immediate attention.
- b) This leave may include but is not limited to:
- medical appointments for spouse, child, parent and parent-in-law
 - inclement weather
 - personal emergencies
 - attend the funeral of someone not covered by Article 12.01 of this Agreement
 - attend the High School graduation or Post-Secondary graduation of self, spouse or dependent

- attend a wedding of a child, step-child, parent, parent-in-law, sibling, sibling-in-law, step siblings **where** the employee is in the wedding party

All requests will be dealt with on a case by case basis at the discretion of the Superintendent of Human Resources.

- c) It is understood that this leave will not be used for personal recreation or leisure, family recreation or leisure, or community recreation or leisure. This leave will not be accessed to attend to the employee's business or commercial enterprises.

12.04 Union Leave

Leave of Absence without pay and without loss of seniority shall be granted upon request to the Board to employees elected or appointed to represent the Union at Union sanctioned functions. The Union and/or employees will give two (2) weeks' notice of such requests wherever possible. The Union shall reimburse the Board for all pay and benefits during periods of absence.

No more than seven (7) members shall be away on Union Leave at any one time. A maximum of five (5) working days per employee shall be granted in any year unless otherwise agreed to by the parties of this Agreement. The Executive members of CUPE Local 4875 shall be eligible for an additional fifty (50) days per year combined.

Additional days can be provided if mutually agreed to. Additional days will not be unjustly and/or unreasonable withheld. However, no employee shall be eligible for more than five (5) consecutive working days on Union Leave unless otherwise agreed to by the parties of this Agreement.

An employee who is elected, selected or appointed for a full-time position with the Union or labour body with which the Union is affiliated shall be granted an unpaid leave of absence without loss of seniority for the term of office. Such leave may be renewed each year during the term of office.

If it is mutually agreed by the Union and the Board to conduct negotiations or meet with respect to a potential grievance during the regular working hours of any employee representative(s) of the Union, the employee who meets to conduct these meetings shall suffer no loss of pay or benefits provided by this Agreement for time so spent. Such time spent on leave to conduct negotiations or attend grievance proceedings with the Board shall not count toward the yearly maximum Union Leave days referenced above.

12.05 General Leave

The Board may grant leave without pay and without loss of seniority when an employee submits a request at least two (2) weeks in advance where possible to the employee's immediate supervisor.

12.06 Paid Jury or Court Witness Leave

When an employee is absent by reason of a summons to serve as a juror or a subpoena to serve as witness, such employee shall not suffer any loss of salary or wages while so serving. The amount paid by the Board shall be the difference between the employee's normal salary and the indemnity (exclusive of travel and sustenance) paid by the court. This Article shall not apply to an employee who has a direct interest in the outcome of any proceedings or who is appearing as an accused in any proceedings.

12.07 General Provisions for Maternity, Paternity and Adoption Leave

- a) For purposes of eligibility, layoffs during the months of July and August shall not be considered service or as a break in service.
- b) While on maternity, adoption or parental leave, an employee shall accrue service for purposes of vacation entitlements, but no vacation credits will accumulate during the leave.
- c) Seniority shall continue to accrue during the full period of all maternity, adoption or parental leave.
- d) If insurability criteria is met by the employee, they shall suffer no loss of benefit entitlement accrued prior to the commencement of maternity, adoption or parental leave.
- e) While on maternity, adoption or parental leave, sick leave benefits will not accumulate.
- f) Subject to the provisions of the Municipal Employees Pension Plan, employees may have the ability to maintain their contributions during this leave.
- g) Extensions may be granted by mutual agreement of the Board and the employee under Article 12.05 General Leave. However, the maximum combined leave that will be granted under Article 12.07 shall not exceed eighteen (18) months.
- h) Notice of intention to return to work or a request for change in the length of the maternity, adoption or parental leave must be forwarded to the Superintendent

of Human Resources, in writing, at least four (4) weeks prior to the expiration of such leave.

- i) Subject to the provisions of Article 9.01, when an employee returns from maternity, adoption or parental leave, they shall, wherever possible, be placed in the employee's former classification and location at the current rate of pay. If an employee returns to a position which has been reclassified upward, the employee shall be placed in the new classification, provided they meet the qualifications for the position.

12.08 Education Leave

- a) Where the Board requires an employee to take a specific course, in-service, seminar or workshop, or where the Board approves in advance the application of an employee to take a specific course, in-service, seminar or workshop, the Board will pay the associated costs identified at time of approval. Where the Board approves time away from work for such purposes, the employee will be provided leave with pay.

Where an employee's attendance at such an event described above is required outside normal working hours and inclusive of travel time, the employee shall be paid in accordance with the Collective Agreement, including mileage, where applicable.

- b) The Board may also consider all requests for further education and financial assistance for other formal education purposes and professional development workshops and agrees to be fair and equitable when granting time off for attendance at these educational opportunities.

12.09 Extended Educational Leave

An employee may be granted up to forty-eight (48) months unpaid leave for education leave. Except in extenuating circumstances, employees shall give four (4) weeks' written notice. Persons on educational leave shall be eligible to apply for substitute positions.

12.10 Compassionate Care Leave

Employees shall be granted a leave of absence without pay to ensure that they have access to the Federal Compassionate Care benefit program. Compassionate care leave is an unpaid leave that allows an employee to take time to provide care and support to a family member who has a serious medical condition with a significant risk of death. It is available to all employees regardless of their length of service with their Employer. For more information about the process and eligibility, please refer to the Federal Government's Compassionate Care Leave.

12.11 Community Participation Leave

The Board may grant, upon written prior request, an unpaid leave to attend to community participation matters in connection with a bona fide community based organization (e.g. Rotary Club).

12.12 Interpersonal Violence Leave

The parties recognize that employees may face situations of interpersonal violence in their personal lives. *The Saskatchewan Employment Act* (SEA) 2-56.1 (1) identifies who is eligible for Interpersonal Violence Leave and SEA 2-56.1 (3) identifies the purpose of the leave.

As provided for in the Interpersonal Violence Leave in *The Saskatchewan Employment Act*, upon request to the Employer, employees shall be entitled to a paid leave up to a maximum of five (5) days and an unpaid leave up to a maximum of five (5) days per fiscal year. As per Section 2-56.1 (7), the Employer may request written evidence issued by persons identified in subsection 12.4(4) of *The Victims of Interpersonal Violence Act*.

Employees will ensure the Employer is notified as soon as possible as to the expected duration of the leave. Upon written request to the Employer, an employee may request Banked Time or Vacation to maintain income while on the unpaid portion of the leave. After ten (10) days, an employee may request to use other applicable leave provisions as per the Collective Agreement.

ARTICLE 13 – WORKING CONDITIONS

13.01 Hours of Work and Scheduling

- a) The days to be worked, the daily hours of work, and the scheduled breaks shall be determined by the Principal or the designated management staff after consultation with the employee and shall be communicated to the employee prior to the beginning of the school year. Any revisions of the scheduling during the school year shall be determined by the Principal or the designated management staff after consultation with the employee and the Union at least twenty (20) working days in advance of any change.
- b) Notwithstanding the above, the Board and employee(s) may agree on mutually acceptable schedule of hours which may include a flex time arrangement.

- c) Upon mutual agreement between the employee and their immediate supervisor, the employee may alter their scheduled hours of work on a non-student contact day.

13.02 Overtime

Overtime rate at double time (2X) the regular hourly rate shall be paid for time worked over eight (8) hours per day or forty (40) hours per week. Except in emergency situations, all overtime hours must be authorized, in advance, by the employee's immediate supervisor. Employees shall advise their immediate supervisor within twenty-four (24) hours of an emergency situation. Scheduled overtime is deemed to be authorized in advance.

13.03 Time in Lieu

Notwithstanding Article 13.02, "Overtime", and by mutual consent between the Board and the employee, the employee may take time off, calculated at the appropriate overtime rate, to a maximum of forty (40) hours, in lieu of overtime pay.

Employees who work less than eight (8) hours per day or forty (40) hours per week, may take time off for all hours worked in excess of their regularly scheduled hours. All hours worked in excess of eight (8) hours per day shall be paid at the overtime rate.

By mutual agreement between the employee and their supervisor, time off, calculated at the appropriate overtime rates in lieu of overtime pay may be banked to a maximum of forty (40) hours. This shall be taken at a time mutually acceptable between the employee and the employee's immediate supervisor and must be recorded on time sheets or work sheets accessible to employees.

An employee's time in lieu bank will be paid out at the employee's request once per year. Any remaining portion of the time in lieu bank as of June 30 shall be paid out by July 15 of each year.

13.04 Call Back Pay Guarantee

An employee called back to work outside their normal hours shall be paid for a minimum of three (3) hours at the regular rate of pay. Should the hours of call back place the employee in an overtime situation, the employee shall be paid a minimum of one and one-half (1 ½) hours at double (2X) the regular rate of pay.

13.05 Paid Rest Periods and Meal Periods

- a) Employees who work more than three (3) hours up to five and one-half (5 ½) hours shall receive one (1) fifteen (15) minute paid rest period (exclusive of meal period).
- b) Employees who work five and one-half (5 ½) hours or more shall receive two (2) fifteen (15) minute paid rest periods (exclusive of meal period).

These rest periods shall be taken during both the first and second half of the workday and as close to the middle of each half-day where possible. Rest periods are to be taken in fifteen (15) minute blocks, unless a mutually agreeable alternative can be reached by the individual employee and their supervisor, provided the breaks and times are equal in all respects.

- c) **Employees who provide supervision for individual students during recess breaks shall be entitled to a rest period before or after supervision.**
- d) **Rest periods shall not normally be scheduled the first 15 minutes or the last 15 minutes of the work day.**

13.06 Temporary Pay for Work in a Higher/Lower Classification

- a) The temporary performance of higher position duties shall be defined as the assignment of an employee by the Board to perform the duties of a higher classification within the Bargaining Unit and with a higher maximum hourly rate of pay. If the employee is not assigned, the employee shall not perform such duties.
- b) If the temporary work is of a higher classification, the employee shall be paid at the step in the higher classification that is next highest to the employee's regular rate of pay. The employee shall be paid for the time the employee performs the temporary duties.
- c) Temporary pay for work in a higher classification within the Bargaining Unit will be offered in order of seniority for each facility as long as the required qualifications for the position are met.
- d) If the temporary work is of a lower classification, and the temporary assignment is not voluntary action taken by the employee or as a result of disciplinary action taken by the Board, the employee's regular rate of pay shall be maintained.
- e) Employee(s) affected shall be notified in writing by the Board and a copy shall be sent to the Union.

13.07 Use of Personal Vehicle

An employee having received prior authorization from the Board shall receive mileage at the Board mileage rate **or the Board daily minimum (whichever is greater)** for performing errands, pick-up services **or transporting students (i.e., Work Experience)** as required.

13.08 EI Rebate to Union

Pursuant to *The Employment Insurance Act*, the Board will forward to CUPE Local 4875 on or before April 30 of each year, an amount of monies equal to 5/12 of the Employment Insurance Premium Reduction on behalf of the CUPE staff in its employ.

13.09 Administering Medication to Students

The Board provides liability insurance for employees who administer medication and medical treatments to students in accordance with Section 85 of *The Education Act, 1995* and the Board's Administration Procedure (AP 413). The Board agrees to provide Section 85 of *The Education Act, 1995* and the Board's Administration Procedure (AP 413) to employees who administer medication and medical treatments to students.

ARTICLE 14 – VARIABLE HOURS

14.01 All permanent employees, may reduce their hours of work by mutual agreement with their supervisor.

- a) The written application must be made at least thirty (30) days prior to the commencement of the agreement.
- b) Variable Hours arrangements may only commence on the first day of a pay period.
- c) Employees entering into a variable hours agreement continue to retain and accrue the rights available to permanent employees on a pro rata basis.
- d) These agreements are subject to the approval of the Superintendent of Human Resources or designate.
- e) The Union shall be provided written notification when such an agreement is entered into.

ARTICLE 15 – HEALTH AND SAFETY

15.01 Co-operation on Safety

The Union and the Board recognize, as a matter of principle, that health and safety for all employees is a shared concern. Each will cooperate in promoting and improving rules **and** practices which will enhance working conditions for all employees in accordance with *The Saskatchewan Employment Act* and *The Occupational Health and Safety Regulations, 1996*.

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

15.02 Occupational Health and Safety Act Regulations

The current *The Saskatchewan Employment Act* and *The Occupational Health and Safety Regulations, 1996* made thereunder, shall apply. The legislation allows every worker the right to know the hazards at work, participate in occupational health and safety and refuse work which the worker believes is unusually dangerous.

15.03 Occupational Health Committee

An Occupational Health Committee, as provided by *The Saskatchewan Employment Act* and *The Occupational Health and Safety Regulations, 1996* made thereunder, shall be implemented. The Occupational Health Committee shall hold regular meetings or as requested by the Union or the Board to deal with all unsafe conditions.

Management shall sit as ONE co-chair of any Occupational Health Committee.

At least one CUPE member shall sit on each Occupational Health Committee in unionized schools.

15.04 Violence in the Workplace

- a) The Board and the Union agree that violence against employees in the workplace is not acceptable and agree to work together towards elimination of the incidence and causal factors of violence.

- b) Violence is defined in accordance with the Regulations to *The Saskatchewan Employment Act* as "the attempted, threatened, or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that the worker is at risk of injury."
- c) The Board recognizes its responsibility to maintain a policy on violence that includes education, training and procedures for resolving situations that occur. Violence complaints shall first be addressed through the Board procedures on violence.

For information please refer to NESD Policy and Procedures located at:
<http://www.nesd.ca/board>.

- d) The Board and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

Therefore, where the employee is a victim of violence, the Board agrees to provide information to the employee regarding the employee and Family Assistance Program (EFAP) for adequate counselling.

15.05 Transportation of Accident Victims

Employees who require urgent care as a result of a workplace accident or workplace illness shall be transferred to and from the nearest practitioner or emergency service at the expense of the Board.

15.06 Working Alone or Isolated Place of Employment

Working alone means to work at a work site as the only worker of the Board at that work site, in circumstances where assistance is not readily available in the event of injury, ill health or emergency.

The Board shall take all reasonably practicable steps to eliminate or reduce risks arising from the conditions and circumstances of working alone. The steps:

- a) Must include the establishment of an effective communication system that consists of:
 - i) radio communication;
 - ii) Board-provided phone or cellular communication; or
 - iii) any other means that provides effective communication in view of the risks involved.

- b) May include any of the following:
- i) regular contact by the Board with the employee;
 - ii) limitations on, or prohibitions of, specified activities;
 - iii) establishment of minimum training or experience, or other standards of competency;
 - iv) provision of personal protective equipment;
 - v) establishment of safe work practices or procedures; or
 - vi) provision of emergency supplies for use in travelling under conditions of extreme cold or other inclement weather conditions.

Should an employee be required to use their personal cell phone for use under 15.06 a) ii), the Board shall pay to the employee a minimum monthly rate of \$50.00 (fifty dollars).

Should the Board deem a cell phone be required, it will be provided at no cost to the employee.

15.07 Training of Workers

The Board shall ensure that a worker is trained in all matters that are necessary to protect the health and safety of the worker when the worker:

- begins work at the place of employment;
- is moved from one work activity/student or worksite to another that differs with respect to hazards, facilities or procedures.

The training required must include:

- procedures to be taken in the event of a fire or other emergency;
- the location of first aid facilities;
- identification of prohibited or restricted areas;

Additional training may occur related to:

- procedures for administering medications and treatments (As per AP 413 – Administering medications and treatment); or
- working with intensive needs students.

The Board shall be responsible to provide training or hire appropriate trainers for instruction specific to:

- precautions to be taken for the protection of the worker from physical, chemical or biological hazards;
- any procedures, plans, policies and programs that the Board is required to develop pursuant to *The Occupational Health and Safety Act* or any regulations made pursuant to the *Act* that apply to the workers' work at the place of employment; and
- any other matters that are necessary to ensure the health and safety of the worker while the worker is at work.

The Board shall ensure that the time spent by a worker in the above training is credited to the worker as time at work, and that the worker does not lose pay or other benefits with respect to that time.

The Board shall ensure that no worker is permitted to perform work unless the worker:

- has been trained and has sufficient experience, to perform the work safely and in compliance with *The Occupational Health and Safety Act and Regulations*, or
- is under close and competent supervision.

15.08 Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing.

The Board shall ensure employees working with students that may require medical attention will be given access to:

- i) a picture of the student(s); and
- ii) procedures that may be necessary to care for the student.

An employee or group of employees who have a health and safety concern should endeavour to resolve the concern by referring the concern to the immediate supervisor or the OH&S Committee co-chairs who will investigate and take remedial action. Failing resolution of the health and safety concern, the employee(s) may take their concern to the Union.

15.09 Work/Life Balance

- a) The parties agree that the Board has the right to manage the workforce, including the right to plan, direct and control operations; to maintain an efficient and productive workforce; however we also agree work/life balance must be addressed on an ongoing basis. Concerns shall be addressed as follows:
 - 1. A discussion between the employee and their immediate supervisor shall ensue that identifies the concerns and what opportunities might exist to remedy the issue.
 - 2. Failing resolution through discussion between the employee and their immediate supervisor within fourteen (14) days, the concerns shall be put in writing and submitted to the Human Resources Department for review and further discussion.
 - 3. If resolution cannot be met in Step 2, it will be referred to a joint labour/management meeting in order to attempt to resolve the specific concerns.
- b) If a satisfactory resolution does not come forth, and there is a violation of the terms of this Collective Agreement, this may be grieved under the provisions of Article 5.

ARTICLE 16 – PAYMENT OF WAGES

16.01 Pay Day

- a) All employees shall be paid wages and allowances on or before the fifteenth (15th) day and on or before the thirty-first (31st) day of each month in accordance with Schedule "B" entitled "Wage Rates".
- b) On each pay day, every employee shall be provided with an itemized statement of wages and other supplementary pay and deductions.

16.02 Employee Savings

- a) Permanent academic year employees shall have the option of being paid in twenty-four (24) payments over twelve (12) months by providing written notice to the Employee Services Department by June 15. The employee savings arrangement shall be effective the school year following the written notice and shall remain in effect until written notification of a change is provided to the Employee Services Department or designate. Written notice of changes is

required prior to June 15 and the change shall be effective the school year following the written notice.

- b) Employees who choose to be paid on a twelve (12) month basis will determine the amount of salary that they wish to have held in savings for the months of July and August. This money will be paid in four (4) equal installments according to Article 16.01 a) above, in those months.
- c) An employee leaving the employ of the Board or taking a long term leave of absence greater than one (1) academic year (ten months) without pay shall be paid all salary owing on their final pay voucher.
- d) The Board may terminate any employee savings arrangements provided written notice of the reasons is provided to the employee at least two (2) months prior to the termination of the arrangement.

16.03 Increments

- a) Permanent employees shall receive an increment in accordance with Schedule "B" entitled "Wage Rates" the first of the month following the anniversary of the employee's date of hire.
- b) Temporary employees will receive an increment on the first of the month after continuously working the equivalent of one (1) year.
- c) Casual Service Recognition

In the month following the completion of 2080 hours of casual service in any classification (excluding bus drivers), a casual employee shall be entitled to receive a Casual Hours Recognition payment of \$1,000.00.

- i) This Article will be effective January 1, 2013.
- ii) When the 2080 hour threshold is reached, service hours will reset to zero (0).

16.04 Shift Differential

A shift differential of one dollar (\$1.00) per hour shall be paid to all employees except bus drivers working shifts (including shifts worked on designated holidays) whereby the majority of such hours fall within the period 1800 and 0800 hours. Shift differentials shall not apply to overtime hours worked.

16.05 Employee Deposit Options

Employees may request to have a specific dollar (\$) amount deducted from their regular wages and deposited into a different bank account than their regular pay. The request must be in writing and submitted to Payroll by June 15 in order to take effect in September of that year.

16.06 Payment of Wages for Casual Employees

Permanent or temporary employees who retire/resign and return as a casual employee in the same classification, shall be re-hired at the step they were at upon their retirement/resignation.

16.07 Part-time Employees – Top Up

Permanent or temporary employees who are in a part-time position and fill in as a casual employee in the same classification shall be paid their regular rate of pay for any casual hours worked.

ARTICLE 17 – BUS DRIVERS

17.01 Definition

A permanent bus driver shall be defined as an employee who has been assigned to a regular and continuing bus route.

A casual bus driver shall be defined as an employee who has been placed on the Casual Driver List and who has not been assigned a regular/continuing bus route on a permanent basis.

Kilometre Rate:

- a) **For each student day, the daily kilometres paid will be based on the distance from the school to first student pick up using the most direct route, and the first pick up to the anchor school and then doubled. This determines the daily kilometre wage payable for the route.**
- b) **Urban bus routes shall be paid a base rate plus mileage and make pick ups and drop offs at multiple schools.**
- c) **The route distance used to calculate the daily rate of pay for permanent bus drivers shall be the route distance, as established between Transportation Services and the bus driver on the last working day of September each year.**

For the 2023 – 2024 school year, the route distance will be set as of the end of the month following the signing of this Agreement.

- d) Although the bus route may change from time to time throughout the school year, the daily rate of pay shall be based on the route distance as of the last working day of September.**
- e) In the event that an amalgamation of routes is necessary, or if there is a route change for a period of time greater than ten (10) days, the route distance will be revisited if the increase is over fifteen (15) km.**

17.02 Working Conditions

a) Employee Responsibilities

The normal daily responsibilities of a driver includes the time the driver takes to start the bus, complete their daily vehicle check, their morning run, their afternoon run and their shut down at the end of the day. Drivers will be credited for a minimum of four and one half (4.5) hours for transporting students, cleaning, warm-up, checking and fuel-up. Both parties acknowledge that an individual driver or other circumstances may warrant variations in the use of bus for non-student mileage.

b) Scheduling

Full-time drivers will be assigned to a route and will be informed of the number of days students are in attendance plus a minimum of one (1) in-service day in the upcoming student year, prior to June 30 of the current student year.

17.03 Bus Washing & Plug-ins

Full-time drivers will be paid annual allowance in accordance with Schedule "C" entitled "Other Rates", for "as required" bus washing and plug-ins. The allowance for bus washing will be paid on an annual basis by July 10. The allowance for plug-ins will be paid in ten (10) equal semi-monthly instalments November through March.

17.04 Medical and License Fees

The Board will reimburse all bus drivers for license fees upon successful completion of the initial Highway Traffic Board examination and subsequent renewals. Further, the Board agrees to assume costs associated with securing annual driver abstracts. The Board will reimburse the cost of a medical associated with the above noted examination or will arrange for the medical directly at Board expense. Drivers will submit receipts to the Supervisor of Transportation.

17.05 Students with Special Needs

Provided the student rides the bus each day and the bus driver completes the daily responsibility, **bus** drivers will be paid a daily allowance for any extra responsibilities involved in transporting a student identified by the Director of Education or designate as special needs for the purposes of this Article. This payment will be made for each day that the student is on the bus **in accordance with Schedule "C"**.

17.06 Inclement Weather

Employees that do not drive as a result of inclement weather will be paid in accordance with Schedule "C" – "Bus Drivers" including daily rates and mileage provided they have made every effort to contact the Manager of Transportation or designate and the parents.

At the discretion of the bus driver, buses may be cancelled in situations outlined in Administrative Procedure 805
(<https://www.nesd.ca/Division/AdministrativeProcedures/>).

17.07 Trips

a) Maintenance Trips

When any employee delivers a bus for regularly scheduled or approved emergent maintenance to the Division garage or designated service centre they shall be paid in accordance with Schedule "C" – "Maintenance Trips" hourly rate from the school to the Division garage or designated service centre and return. A "sign in" sheet for employees shall be provided at the garage.

Where an employee is required to wait for servicing, one of the following will occur:

- i) an alternate vehicle will be provided to the driver; or
- ii) a maintenance fee as set out in Schedule "C" will be paid to the driver for each hour or major portion thereof that the driver is required to wait for servicing.

b) Extra-Curricular

- i) Where an extra-curricular trip is for transportation to and from a specified location in addition to the driver's regular daily route, the driver shall be paid their regular daily amount plus the Hourly Rate as per Schedule "C" – "Extra-Curricular Trips" for one of the following:
- For each hour of the trip from start to finish; or
 - A minimum of one (1) hour for transportation to the specified location and one (1) hour for the return trip. If the driver only does a one way trip, they will only receive one times **(1X)** the Hourly Rate.
- ii) Where a driver is hired for an extra-curricular trip and does not complete their daily route, they shall be paid the Hourly Rate as per Schedule "C" – "Extra-Curricular Trips" for each hour of the trip from start to finish.

17.08 Employee Pick Up/Drop Off Fee

Where an employee is required to use their own vehicle to pick up or drop off a bus, they will receive mileage at the Board mileage rate **or the Board daily minimum (whichever is greater)**. Where the substitute arrangement lasts for more than one consecutive day, only one pick up and drop off fee will be paid unless previously approved by the Manager of Transportation.

17.09 Assignment

Only employees assigned by the Board shall operate a school bus on a regular route, however, the Manager of Transportation, or designate (a bus driver if urgent circumstances) will arrange for a qualified substitute driver from a list of substitute drivers established and approved each year by the Board. The substitute driver shall operate the vehicle in accordance with the terms of this Agreement and Board Policy. The Supervisor of Transportation, or designate, will be notified of the use of any substitute driver in an appropriate manner.

17.10 Regulations

Bus drivers shall operate the vehicle according to the applicable regulations and legislation of the Province of Saskatchewan, this Agreement and Board Administrative Procedures.

17.11 Failure to Maintain Qualifications

Bus drivers who fail to maintain the required driver's license and who continue to drive a school bus shall be deemed to have been terminated.

17.12 Substitute Drivers

a) All regular drivers will be provided with a current Board approved substitute bus driver list in September of each year, and revisions thereof, as required.

b) Use

A regular bus driver may access the substitute bus driver list when a substitute bus driver is required pursuant to this Agreement. Preference will be given by the regular bus driver for a substitute bus driver on the list who resides in the same attendance area. In all cases, the regular bus driver shall consult with the Manager of Transportation.

c) Plug-Ins

When a casual bus driver is required to plug-in a bus, they will receive a plug-in allowance **as per Schedule "C"** for the period November 1 to March 30.

d) Covering Other Routes

A regular driver required to cover another driver's route, when a substitute driver is not available, will receive the mileage normally paid for that route. If more than one (1) driver covers another driver's route, the mileage for that route will be allocated between the drivers.

ARTICLE 18 – ALLOWANCES

18.01 Uniforms

The Board will furnish, without charge, such uniforms as may be required by the Board. Every employee shall be supplied with such other special clothing as may be required by the Board to perform their duties. Upon receipt of new uniforms, worn uniforms will be returned to the Board's representative.

18.02 Swimsuits

An employee required to provide a swimsuit for performance of their normal duties shall, upon presentation of proof of purchase, be reimbursed up to one hundred and fifty dollars (\$150.00) per year for purchase of swimsuit(s).

18.03 Safety Footwear

Employees required to wear CSA approved footwear shall be reimbursed for purchases upon presentation of receipts to a maximum of **three hundred and fifty dollars (\$350.00) every two (2) years.**

18.04 Journeyman Cook Bonus

The Food Services Supervisor who has acquired Journeyman Cook papers shall receive an allowance of \$300.00 per school year in addition to their regular salary. The allowance shall be added to the qualifying employee's regular pay.

18.05 Increased Liability Insurance

- a) When an employee is required to transport students as a requirement of their job:
 - i) School division vehicles should be use whenever available, or
 - ii) If a school division vehicle is not available, and employee has been assigned/required to transfer a student on an ongoing basis;

The Board will cover the supplementary cost required to ensure the employee has the insurance outlined in Administrative Procedure 807.

- b) Reimbursement eligibility will be determined at the beginning of each school year and subject to the approval of the Superintendent of Student Services or designate.
- c) Employees will be required to provide proof of payment and of insurance prior to reimbursement.

ARTICLE 19 – BENEFITS

19.01 Benefits

The Board shall provide all employees (**except Maintenance employees**) with benefits as follows:

Premium	Employer	Employee
Life Insurance (1 x annual)	100%	0%
Accidental Death & Dismemberment (1 x annual)	100%	0%
Long Term Disability – Plan D	0%	100%
Extended Health	70%	30%
Dental – Plan C	70%	30%
Vision – Plan A	70%	30%
EFAP	70%	30%

The Board shall provide all Maintenance employees with benefits as follows:

Premium	Employer	Employee
Life Insurance Plan B (2 x annual)	100%	0%
Accidental Death & Dismemberment (1 x annual)	100%	0%
Long Term Disability – Plan D	0%	100%
Extended Health	100%	0%
Dental – Plan C	100%	0%
Vision – Plan A	100%	0%
EFAP	100%	0%

19.02 Pension Plan

The Board and the employees are participating parties in the Municipal Employees' Pension Plan in accordance with the provisions of *The Municipal Employees' Pension Act*.

19.03 The Board shall provide a Health Spending Account of two hundred and fifty dollars (\$250.00) per year to all Maintenance employees effective January 1 of each year.

ARTICLE 20 – EARLY NOTIFICATION OF RESIGNATION

20.01 Early Notification of Resignation Incentive

To qualify for the incentive upon resignation, an employee must meet the following criteria:

- a) Upon resignation, employees with a minimum of fifteen (15) years of contributory service with the North East School Division #200 and who have worked on a 0.5 or greater full-time equivalent basis for a minimum of fifteen (15) consecutive years prior to the effective date of the resignation.
- b) Submit a letter of resignation by February 1 of the year in which the resignation is effective June 30 or later. An employee may ask the Board to consider rescinding a resignation when the employee's circumstances change between February 1 and June 30.
- c) The amount of the incentive shall be based on unused sick leave credits up to a maximum of \$1500.00.
- d) This Article will be effective upon the signing of this Agreement.

ARTICLE 21 – TECHNOLOGICAL CHANGE

21.01 a) Technological Change means:

- i) The introduction by the Board of a significant change in an employee's work, or
- ii) A change in an employee's equipment or material from the equipment or material previously used by the employee in their work, or
- iii) A significant change in the manner in which an employee carries out their work related to the introduction of equipment or material.

Note: Significant shall mean having an impact on all employees or classifications or greatly alters an individual's job description or results in a reduction of hours or lay off.

- b) The parties agree that the introduction of new forms of technology into the workplace can be beneficial both for the Board and for its employees.

- c) Technological change shall be considered on its technical, economic and social effects on employees.
- d) The objective of this Article is to provide protection of employment, opportunity for input, and notice of the introduction of new technology to maximize the benefits to both parties while avoiding or minimizing possible negative implications wherever possible.

e) Advance Notice

When the Board is considering the introduction of technological change: the Board agrees to notify the Union and the employees two (2) months in advance of their intentions and to update the information provided as new developments arise.

f) Commitment of Consult

The Board commits itself to the principle of consulting with the Union on all matters relating to the introduction of new technology as laid down in this Collective Agreement including the method and speed of its introduction, and the method of work organization to be used with it. They also agree to consult on all matters affecting the employment and conditions of work of the employees affected by it, including significant changes to the physical work area.

g) Training

If, as a result of technological change, the Board requires an employee to undertake additional training or where additional training may be required for a position offered to and accepted by the employee(s) whose job security is adversely affected by the new change, the employee(s) will be given a period of training necessary to obtain the new or greater skills required by the particular technological change introduced. Such training shall be at the expense of the Board and, where possible, will be conducted during regular working hours. The employee shall not suffer a reduction in pay or benefits during such training period. The parties agree that the nature, extent and intensity of the training period required will vary in relation to the particular technological change.

h) Income Protection

An employee whose job is changed by virtue of technological change will suffer no reduction in basic earnings.

i) Transfer Arrangements

An employee who is rendered redundant or displaced from their job as a result of technological change shall have the right to the provisions provided through Article 9 – Layoff and Recall outlined in this Collective Agreement.

j) Job Content, Skills and Qualifications

The overall level of skills and qualifications necessary to carry out the jobs covered by the Agreement will not deteriorate as a result of the introduction of technological change.

ARTICLE 22 – TERM OF AGREEMENT

22.01 Duration

This Agreement shall be in force and effective from the date of signing, up to and including September 1, **2022** to August 31, **2025**, and from year to year thereafter unless written notice is given pursuant to Article 22.02 entitled "Written Notice".

22.02 Written Notice

Either party may, not fewer than sixty (60) calendar days nor more than one hundred twenty (120) calendar days before the expiry date hereof, give notice in writing to the other party of its desire to negotiate a revision thereof.

SCHEDULE "A" – HOURS OF WORK

Hours of work for each classification listed below are intended to reflect the typical, regular hours of work for full-time employees. However, this schedule does not determine full-time equivalency for employment purposes. It is understood that employees who currently work less than or in excess of the hours listed below for their classification shall continue to work assigned hours until notified by the Board of any change pursuant to Article 13.01 – Hours of Work and Scheduling.

POSITION	DAILY HOURS	WEEKLY HOURS	MONTHS / YEAR
Administrative Assistant and Administrative Assistant Certified	7.0	35	10
Cafeteria Assistant	7.0	35	10
Caretaker and Caretaker – Certified	8.0	40	12
Computer Technician	8.0	40	12
Computer System Specialist	8.0	40	12
Educational Associate and Education Associate - Certified	5.67	28.35	10
Food Services Supervisor	7.0	35	10
Library Clerk	7.0	35	10
Library Technician – Non-Certified and Certified	7.0	35	10
Maintenance (Journeyperson)	8.0	40	12
Maintenance Worker	8.0	40	12
Outreach Worker I and II	7.5	37.5	10
Programmer Analyst	8.0	40	12

Leap Year Recognition Factor: Employees required to work twelve (12) months per year shall be compensated using the average yearly hours worked divided into twenty-four (24) equal installments. This calculation will equal 173.93 hours per month for an eight (8) hour daily employee.

SCHEDULE "B" – WAGE RATES

	Sept. 1, 2022 3.0%	Sept. 1, 2023 3.5%	Sept. 1, 2024 3.5%
Admin Assistant			
Casual	\$18.98	\$19.64	\$20.33
Step 1	\$18.98	\$19.64	\$20.33
Step 2	\$19.79	\$20.48	\$21.20
Step 3	\$21.87	\$22.64	\$23.43
Admin Assistant Cert			
Casual	\$20.21	\$20.92	\$21.65
Step 1	\$20.21	\$20.92	\$21.65
Step 2	\$21.03	\$21.77	\$22.53
Step 3	\$23.12	\$23.93	\$24.77
Cafeteria Assistant I			
Casual	\$17.72	\$18.34	\$18.98
Step 1	\$17.72	\$18.34	\$18.98
Step 2	\$18.51	\$19.16	\$19.83
Step 3	\$19.46	\$20.14	\$20.84
Cafeteria Assistant II			
Casual	\$19.62	\$20.31	\$21.02
Step 1	\$19.62	\$20.31	\$21.02
Step 2	\$20.57	\$21.29	\$22.03
Step 3	\$21.61	\$22.37	\$23.15
Caretaker			
Casual	\$17.90	\$18.53	\$19.18
Step 1	\$17.90	\$18.53	\$19.18
Step 2	\$18.95	\$19.61	\$20.30
Step 3	\$21.57	\$22.32	\$23.10
Caretaker Certified			
Casual	\$20.36	\$21.07	\$21.81
Step 1	\$20.36	\$21.07	\$21.81
Step 2	\$21.29	\$22.04	\$22.81
Step 3	\$22.78	\$23.58	\$24.41
Computer System Specialist			
Step 1	\$31.89	\$33.01	\$34.17
Step 2	\$33.83	\$35.01	\$36.24
Step 3	\$35.69	\$36.94	\$38.23
Step 4	\$37.63	\$38.95	\$40.31

	Sept. 1, 2022 3.0%	Sept. 1, 2023 3.5%	Sept. 1, 2024 3.5%
Computer Tech			
Casual	\$25.14	\$26.02	\$26.93
Step 1	\$25.14	\$26.02	\$26.93
Step 2	\$26.74	\$27.68	\$28.65
Step 3	\$28.31	\$29.30	\$30.33
Educational Associate			
Casual	\$18.58	\$19.23	\$19.90
Step 1	\$18.58	\$19.23	\$19.90
Step 2	\$19.42	\$20.10	\$20.80
Step 3	\$20.83	\$21.56	\$22.31
Educational Associate Cert.			
Casual	\$19.83	\$20.52	\$21.24
Step 1	\$19.83	\$20.52	\$21.24
Step 2	\$20.63	\$21.35	\$22.10
Step 3	\$22.06	\$22.83	\$23.63
Food Services Supervisor			
Casual	\$22.19	\$22.97	\$23.77
Step 1	\$22.19	\$22.97	\$23.77
Step 2	\$23.13	\$23.94	\$24.78
Step 3	\$24.18	\$25.03	\$25.91
Library Clerk			
Casual	\$16.56	\$17.14	\$17.74
Step 1	\$16.56	\$17.14	\$17.74
Step 2	\$17.58	\$18.20	\$18.84
Step 3	\$19.47	\$20.15	\$20.86
Library Tech			
Casual	\$18.86	\$19.52	\$20.20
Step 1	\$18.86	\$19.52	\$20.20
Step 2	\$19.82	\$20.51	\$21.23
Step 3	\$20.75	\$21.48	\$22.23
Library Tech Certified			
Casual	\$20.61	\$21.33	\$22.08
Step 1	\$20.61	\$21.33	\$22.08
Step 2	\$21.66	\$22.42	\$23.20
Step 3	\$22.68	\$23.47	\$24.29
Maintenance (Journey person)			
Step 1	\$34.24	\$35.44	\$36.68
Step 2	\$35.43	\$36.67	\$37.95
Step 3	\$36.63	\$37.91	\$39.24
Step 4	\$37.82	\$39.14	\$40.51

	Sept. 1, 2022 3.0%	Sept. 1, 2023 3.5%	Sept. 1, 2024 3.5%
Maintenance Worker			
Step 1	\$24.14	\$24.98	\$25.85
Step 2	\$25.57	\$26.46	\$27.39
Step 3	\$26.99	\$27.93	\$28.91
Step 4	\$28.40	\$29.39	\$30.42
Outreach Worker I			
Casual	\$21.21	\$21.95	\$22.72
Step 1	\$21.21	\$21.95	\$22.72
Step 2	\$22.04	\$22.81	\$23.61
Step 3	\$22.78	\$23.58	\$24.41
Outreach Worker II			
Casual	\$28.37	\$29.36	\$30.39
Step 1	\$28.37	\$29.36	\$30.39
Step 2	\$30.19	\$31.25	\$32.34
Step 3	\$32.03	\$33.15	\$34.31
Programmer Analyst			
Step 1	\$35.69	\$36.94	\$38.23
Step 2	\$37.63	\$38.95	\$40.31
Step 3	\$40.47	\$41.89	\$43.36
Step 4	\$42.99	\$44.49	\$46.05

SCHEDULE "C" – BUS DRIVERS

	Sept. 1, 2022 3.0%	Sept. 1, 2023 3.5%	Sept. 1, 2024 3.5%
Daily Rate	\$53.06	\$54.92	\$56.84
KM rate not based on general wage increase			
KM Rate	\$0.22	\$0.23	\$0.24

		Sept. 1, 2024
Maintenance Trip Rate	\$15.00/hour	\$16.50/hour
Extra Curricular Trip Rate	\$15.00/hour	\$16.50/hour
In-Service Trip Rate	\$15.00/hour	\$16.50/hour

Extra Curricular trips shall be offered in order of seniority first to all substitute drivers, then to regular drivers within the school attendance area.

Note: Regular Daily Amount is the Total Daily Rate as shown on the employee's most current Salary Calculation Form.

Provided the bus driver completes the required daily duty listed below, the driver will receive the following allowances:

Special Needs Students	Extra Attention	\$7.00 per day
	Wheelchair Lift	\$11.00 per day

<u>Bus Washes (Rounded to the nearest ½ dollar)</u>			
– Provided the bus is returned in a clean and orderly state			
Current	Sept. 1, 2022 3.0%	Sept. 1, 2023 3.5%	Sept. 1, 2024 3.5%
\$153.66	\$158.27	\$163.81	\$169.54

<u>Bus Plug-ins</u>				
	Current	Sept. 1, 2022 3.0%	Sept. 1, 2023 3.5%	Sept. 1, 2024 3.5%
Regular Driver	\$230.05	\$236.95	\$245.24	\$253.82
Casual per day	\$1.95	\$2.01	\$2.08	\$2.15

RETROACTIVITY

Any employee whose employment with the North East School Division No. 200 ended between the termination date of the last agreement and the effective date of a new agreement shall receive full retroactivity of any increase in wages or salaries if written notice is provided by the employee to the North East School Division requesting the retroactive pay within one month of the signing of this Agreement. This notice will include the employee's name, current address and updated banking information for direct deposit.

SIGNING PAGE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO

BE EXECUTED THIS 27th DAY OF February, 2024.

EXECUTED ON BEHALF OF THE:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4875



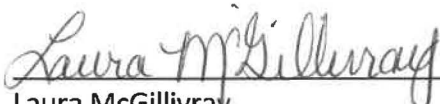
Debbie Dufault, President



Sheila Bayliss, Vice-President



Brenda Trachsel, Recording Secretary



Laura McGillivray



Veronica Dayson




Megan Roy



Jodie Moore

BOARD OF EDUCATION OF THE NORTH EAST
SCHOOL DIVISION NO. 200



Heather Shwetz, Superintendent of Human Resources



Wanda McLeod, Superintendent of Business Administrator

LETTER OF INTENT – RE: REPRESENTATIVE WORKFORCE
between

THE BOARD OF EDUCATION OF THE NORTH EAST SCHOOL DIVISION No. 200
(hereinafter referred to as the "Board")

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4875
(hereinafter referred to as the "Union")

This letter of intent outlines the commitment between the Board and the Union to meet and discuss the creation of a Representative Workforce Strategy, including the joint development, education, implementation, monitoring, evaluation and updating of the Representative Workforce Strategy.

SIGNED THIS 27th DAY OF February, 2024.

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4875

Debbie Dufault
Debbie Dufault, President

Sheila Bayliss
Sheila Bayliss, Vice-President

Brenda Trachsel
Brenda Trachsel, Recording Secretary

Laura McGillivray
Laura McGillivray

Veronica Dayson
Veronica Dayson

Megan Roy
Megan Roy

Jodie Moore
Jodie Moore

BOARD OF EDUCATION OF THE NORTH EAST
SCHOOL DIVISION NO. 200

Heather Shwetz
Heather Shwetz, Superintendent of Human Resources

Wanda McLeod
Wanda McLeod, Superintendent of Business Administrator

LETTER OF INTENT – RE: HARASSMENT

between

THE BOARD OF EDUCATION OF THE NORTH EAST SCHOOL DIVISION No. 200
(hereinafter referred to as the "Board")

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4875
(hereinafter referred to as the "Union")

This letter of intent outlines the agreement reached during collective bargaining and relates to harassment. The Board is committed to review and update Administrative Procedure 514 Harassment and the NESD Code of Conduct with regards to the definition of harassment. Upon the completion of the update, the Board and the Union agree to meet and discuss. This work will include updating the definition of harassment in the Collective Agreement.

SIGNED THIS 27th DAY OF February, 2024.

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4875

Debbie Dufault
Debbie Dufault, President

Sheila Bayliss
Sheila Bayliss, Vice-President

Brenda Trachsel
Brenda Trachsel, Recording Secretary

Laura McGillivray
Laura McGillivray

Veronica Dayson
Veronica Dayson

Megan Roy
Megan Roy

Jodie Moore
Jodie Moore

BOARD OF EDUCATION OF THE NORTH EAST
SCHOOL DIVISION NO. 200

Heather Shwetz
Heather Shwetz, Superintendent of Human
Resources

Wanda McLeod
Wanda McLeod, Superintendent of Business
Administrator

LETTER OF INTENT – RE: REVIEW OF EA CERTIFICATION REQUIREMENTS

between

**The Board of Education
(Hereinafter referred to as the "Board")**

and

**The Canadian Union of Public Employees Local 4578
(Hereinafter referred to as the "Union")**

This letter of intent outlines the agreement reached during collective bargaining and relates to the commitment of the parties to undertake a review of decisions made at or just after school division amalgamation regarding EA certification requirements.

The parties agree that there is no guarantee that prior decisions will be reversed but agree to meet and discuss situations where certification was not accepted.

SIGNED THIS 27th DAY OF February, 2024.

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4875

Debbie Dufault
Debbie Dufault, President

Sheila Bayliss
Sheila Bayliss, Vice President

Brenda Trachsel
Brenda Trachsel, Recording Secretary

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Veronica Dayson
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Megan Roy
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Jodie Moore
Jodie Moore

BOARD OF EDUCATION OF THE NORTH EAST
SCHOOL DIVISION NO. 200

Heather Shwetz
Heather Shwetz, Superintendent of Human Resources

Wanda McLeod
Wanda McLeod, Superintendent of Business Administrator

LETTER OF INTENT – RE: BUS DRIVER TRAINER

between

The Board of Education

(Hereinafter referred to as the "Board")

and

The Canadian Union of Public Employees Local 4578

(Hereinafter referred to as the "Union")

This letter of intent outlines the agreement reached during collective bargaining and relates to the establishment of a new rate of pay for bus drivers who are utilized as bus driver trainers.

This rate of pay will be established for hours designated by management relating to training potential bus drivers who are preparing for SGI testing. The rate will be established for use starting in the 2024-2025 academic year.

SIGNED THIS 27th DAY OF February, 2024.

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4875

Debbie Dufault
Debbie Dufault, President

Sheila Bayliss
Sheila Bayliss, Vice-President

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Megan Roy
Megan Roy

Jodie Moore
Jodie Moore

BOARD OF EDUCATION OF THE NORTH EAST
SCHOOL DIVISION NO. 200

Heather Shwetz
Heather Shwetz, Superintendent of Human Resources

Wanda McLeod
Wanda McLeod, Superintendent of Business Administrator

LETTER OF INTENT – RE: CREATION OF NEW CLASSIFICATION – LIBRARY TECH – NON-CERTIFIED

between
The Board of Education
(Hereinafter referred to as the "Board")
and
The Canadian Union of Public Employees Local 4578
(Hereinafter referred to as the "Union")

This letter of intent outlines the agreement reached during collective bargaining and relates to the commitment of the parties to update the job description for the Library Clerk position and to develop a job description for the new classification of Library Tech Non-Certified.

The wage rates for this new classification are identified in the collective agreement and the parties will work to have the job description completed prior to the end of the 2023-2024 school year.

SIGNED THIS 27th DAY OF February, 2024.

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4875

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Debbie Dufault, President

Sheila Bayliss
Sheila Bayliss, Vice-President

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Megan Roy
Megan Roy

Jodie Moore
Jodie Moore

BOARD OF EDUCATION OF THE NORTH EAST
SCHOOL DIVISION NO. 200

Heather Shwetz
Heather Shwetz, Superintendent of Human Resources

Wanda McLeod
Wanda McLeod, Superintendent of Business Administrator

