COLLECTIVE AGREEMENT



The Board of Education of the Regina School Division No. 4 of Saskatchewan

and

The Canadian Union of Public Employees, Local 4643



September 1, 2021 – August 31, 2024

2021 - 2024

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PREAMBLE

This Agreement made and executed between the Board of Education of the Regina School Division No. 4 of Saskatchewan ("the **Division**") and the Regina Public Board of Education CUPE Local 4643 ("the Union")

WHEREAS it is the desire of both parties to maintain the existing harmonious relations and settled conditions of employment, it is now thought desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

THEREFORE, this Agreement witnesses that the parties hereto agree as follows:

ARTICLE 1 – DEFINITION

- 1.01 The Agreement shall cover and include all those employees set forth in the classification and wage schedule embodied in this agreement.
- 1.02 'Permanent Employee' is one who has completed the required probationary period.
- 1.03 'Probationary Employee' is one who has been employed to fill a permanent position and has not completed the required probationary period.
- 1.04 'Temporary employee' is one who has been employed to fill a temporary vacancy. The temporary vacancy shall be for a stated period of time.
- 1.05 'Casual' employee is one who is employed to perform work of a casual or emergent nature, for no longer than a three (3) month period, and is not appointed to a temporary or permanent position.

ARTICLE 2 – TERM OF AGREEMENT

- 2.01 This Agreement shall be in force and effect on and from September 1, 2021, up to and including August 31, 2024, and shall continue to apply until revised or terminated as in 2.02 below.
- 2.02 Either party may, not less than sixty (60) days nor more than one hundred and twenty (120) days before the expiry date hereof, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.

ARTICLE 3 – UNION RECOGNITION

3.01 The **Division** agrees to recognize the Union as the sole collective bargaining agency for the employees covered by this Agreement, so long as the order of the Labour Relations Board shall remain in effect.

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3.02 The **Division** agrees to make school facilities available for the purpose of conducting Union meetings in accordance with **Division** Administrative Procedure 620, Community Use of School Facilities.

ARTICLE 4 – UNION SECURITY

- 4.01 a) Every new employee who is now or later becomes a member of the union shall maintain membership in the union as a condition of the employee's employment. All new employees 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 the employees' employment.
 - b) Information to the Union

 The Union President shall be advised, electronically or by letter, of the appointment of new employees and their employment status (i.e. full-time, part-time, temporary) and/or subsequent changes in employment status of employees covered by this Agreement within ten (10) working days of the change in employment. The **Division** agrees to provide the Union President, at such time as may be mutually agreed, the names, addresses and telephone numbers of all union employees (including those on leaves of absence), the name of the school to which they are assigned and their respective classifications.
 - c) Employee Introduction
 An Officer of the Union shall be **given** an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of one (1) hour during the first (1st) month of employment for the purposes of acquainting the new employee with the benefits and duties of union membership and **their** responsibilities to the **Division** and the Union.

ARTICLE 5 - DEDUCTION OF UNION DUES FROM WAGES

- 5.01 Upon written authorization from the employee, the **Division** agrees to deduct from wages due to the employee such union dues, assessments and initiation fees levied in accordance with the Union Bylaws. Deductions will be made from the payroll at the end of each month and shall be forwarded to the Treasurer of the Union not later than the fifteenth (15th) of the month following.
- 5.02 The **Division** shall furnish to the Union each January a list of the amounts deducted and the names of the employees from whom the deductions have been made, and shall supply monthly the names of all pertinent terminations of employment and additions to the contributory staff.
- 5.03 The employer will report to each employee the amount of union dues deducted for that employee on an annual basis.

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ARTICLE 6 – RESPONSIBILITIES

- 6.01 The **Division** agrees to issue sufficient copies of new agreements to the Union. A collective agreement will be sent with all offers of employment.
- 6.02 The **Division** agrees that copies of all resolutions adopted by the **Division** which affect employees covered by this Agreement shall be forwarded to the Union.
- 6.03 All correspondence between the parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from the **Superintendent of Human Resources** and the **President of the Local.**
- 6.04 The **Local** Union will notify the **Superintendent of Human Resources** of the names of the **Local** Union officers.
- 6.05 The **Division** agrees to prepare and distribute in the month of March of each year, or at such other time as may be mutually agreed upon, a list of the names of all employees, indicating seniority standing as of January 1st of that year. Employees shall have ten (10) days from date of receipt of the list to indicate errors.

ARTICLE 7 – SENIORITY

- 7.01 a) Seniority shall be defined as:

 The period of time that an employee appointed by the **Division** to a position covered by this agreement has maintained continuous employment with the **Division**.
 - b) Every permanent employee shall accumulate seniority rights from the date of commencement of employment, and such seniority shall continue to accrue during authorized leave of absence with or without pay.
 - c) Where an employee has previously accrued seniority as a member of this union, has maintained continuous employment with the **Division** and returns to a position covered by this agreement, the employee's last recorded accrued seniority with this union shall be reinstated.
 - d) Seniority shall be pro-rated for part-time employees.
 - e) If a temporary employee becomes permanent and there is no break in service, upon completion of probation, the employee shall accumulate seniority from date of commencement of temporary contract.
- 7.02 All new employees shall be regarded as probationary employees for the first (1st) six (6) months. During the probationary period, the employee shall have no seniority rights, and retention as an employee of the **Division** shall be within the sole discretion of the **Division**. If the employee completes the probationary period satisfactorily, and is retained, seniority shall commence retroactively to the date of employment.

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ARTICLE 8 – GRIEVANCE PROCEDURE

Definition: A grievance shall be defined as any dispute or disagreement between the Division

and the Union or any member(s) of the Union regarding the interpretation, meaning,

operation, application or alleged violation of this Agreement.

8.01 Step 1:

Union members shall endeavour to settle grievances through appropriate administrative channels before a formal claim is filed. Should such attempts fail to resolve the matter, the Union may file the grievance with the Superintendent, Human Resources and Workplace Diversity, within thirty (30) calendar days from the event giving rise to the grievance. The Superintendent, Human Resources and Workplace Diversity, shall arrange a meeting with the Union within five (5) working days of the filing of the grievance. The Superintendent, Human Resources and Workplace Diversity, shall give a written decision within five (5) working days of the meeting or within such other mutually agreed upon time.

8.02 Step 2:

In the event that the Superintendent, Human Resources and Workplace Diversity, does not give a decision satisfactory to the Union, or does not render a decision within the period prescribed above, the Union may, within ten (10) working days, then refer the written grievance to the Deputy Director, Division Services of the **Division** or designate.

The Deputy Director, Division Services or designate, shall discuss the grievance with the Union, where such is desired by either party (with the employee(s) concerned present or absent at their option), and shall render a written decision within fifteen (15) working days of being notified of the grievance, provided however, that if circumstances warrant, this time prescribed may be extended by mutual agreement.

8.03 Step 3:

Any grievance which is not settled by the procedure set out above, may be referred to a Board of Arbitration by either party to this Agreement. Application for the establishment of a Board of Arbitration must be made by either party within ten (10) calendar days from the date the decision of the Secretary Treasurer is rendered. The notice of referral to arbitration shall be in writing and shall contain the name of the person appointed to the Board by the party giving notice.

The Board of Arbitration shall be set up in accordance with provincial legislation.

When either party applies for the establishment of a Board of Arbitration, each party shall pay the fees and expenses of their own nominee and witnesses (if any), and shall pay one-half ($\frac{1}{2}$) of the cost of the fees and expenses of the **Chairperson**.

8.04 Grievance Time:

Any request to extend the time limits specified in Article 8 shall be in writing and shall be subject to mutual agreement by the parties.

8.05 Accessibility to **Division** Premises/Documents:

All reasonable arrangements will be made to permit a Union officer, who is in the process of presenting a grievance, to have access to any part of the **Division** 's premises to view any working conditions which may be relevant to the settlement of a grievance. The Union shall also be provided, upon request, **Division** documents relevant to the settlement of a grievance as per *The Local Authority Freedom of Information and Protection of Privacy Act*.

8.06 Arbitration Limits:

The arbitrators shall have power to deal only with matters involving the interpretation, application or violation of this Agreement, and shall not rule on any other matter; nor shall they have the right to alter, amend, set aside, add to, or delete from, any of the provisions herein contained; nor to render any decision which is inconsistent with the provisions of this Agreement.

ARTICLE 9 – DISCIPLINE

- 9.01 In case of an employee being disciplined for cause, the **Division** shall immediately notify the Union of the discipline.
- 9.02 Should an employee be suspended or dismissed and it is later established to the mutual satisfaction of both parties to this Agreement that the suspension or dismissal was not in accordance with the provisions of this Agreement, the employee shall immediately be returned to former status in all respects and shall be paid for any loss of earnings suffered by reason of such suspension or dismissal.
- 9.03 In case of an employee being issued discipline that is placed on **their** record, the **Division** shall notify the Union, in writing, within five (5) working days of taking such action.
- 9.04 No action shall be taken by the **Division** against an employee after twenty (20) working days have elapsed from the date that an alleged offence becomes known to the out-of-scope supervisor. **The parties may extend the timelines by mutual agreement.**
- 9.05 An employee who is requested to attend a meeting at which the employee may be issued discipline that will be placed on **their** record, shall be accompanied by an elected official of the Union.
- 9.06 Adverse Reports

If there should be a written adverse report concerning an employee's work or conduct, while employed with the **Division**, the report shall be discussed with the employee and a copy thereof provided to the employee. The employee and/or the out-of-scope supervisor, within ten (10) working days of discussing the report with the employee, may respond in writing to the report and any such responses shall become part of the employee's record.

After forty-eight (48) months from the date of issue of an adverse report, a report shall be deemed irrelevant in subsequent cases of suspension, dismissal or reprimand, with the exception of reports which detail incidents of questionable conduct involving students.

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9.07 Any dispute arising from the discipline may be processed under the Grievance Procedure.

9.08 Performance Review

When a review of an employee's work performance is made, the employee concerned shall be given the opportunity to read such review. The employee shall be required to sign an acknowledgement that they have been given an opportunity to read the performance review and shall be provided with a copy. Such signature shall not constitute an agreement with the contents of the review.

The employee shall have the right to respond in writing to such review within fourteen (14) days and such response shall become part of the record.

9.09 Personnel Files

An employee shall have the right to inspect **their** file in accordance with the provisions of **Division** Administrative Procedure 416.

ARTICLE 10 - VACANT AND NEW POSITIONS

- 10.01 All vacancies and new positions covered by the scope of this Agreement shall be posted internally for a period of five (5) business days unless the employer and Union mutually agree to a longer or shorter period. Postings that occur in July and August shall remain open for bid for a minimum of ten (10) business days.
- 10.02 The **Division** shall attempt to fill new and vacant positions from Union applicants if possible. Probationary employees may submit an application in response to posted positions. Selection shall be made on the basis of qualifications, ability to satisfactorily perform the required duties of the new assignment and appropriate experience for the position. Where such criteria are equal, seniority with the **Division** shall be the determining factor.
- 10.03 Successful Union applicants for new or vacant positions in a higher classification shall be placed on a trial basis for a period of sixty (60) days, excluding all days taken for holidays, leaves of absence or sickness beyond ten (10) days, or periods of continuous absence of the supervisor exceeding ten (10) days. Any such employee who proves unsatisfactory in the new position during the aforementioned trial period shall be returned to the former position held, and any other employee promoted or transferred due to the re-arrangement of positions shall also be returned to that employee's former position. In the event the former position no longer exists, the provisions of section 11.02 shall apply.
- 10.04 The Superintendent of Human Resources or designate shall, upon written request of an unsuccessful applicant for a position, provide the reasons for the non-appointment.
- 10.05 The **Division** may notify union members of any temporary positions resulting from leaves of fixed term. Should union employees be placed by the **Division** to fill such temporary positions, the employees may be returned to their previous position at the end of the term, as per arrangements made at the time of placement.

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- 10.06 The Union will be notified of the disposition of the posting and will be provided a list of all Union applicants, within fourteen (14) days following the closing date of the posting.
- 10.07 In the event of an absence of an employee, an employee who is authorized to perform the duties of another employee, covered by this agreement, for a period of at least three (3) consecutive working days shall be paid for the full time so employed at the rate of pay designated for that position.
- 10.08 Where new positions are created or current positions are reclassified, the **Division** will advise the Union in writing in advance of the nature of the position and the proposed wage or salary rate. In the event that the Union shall disagree with the said rate, then the same shall be negotiated between the **Division** and the Union.

ARTICLE 11 – LAYOFFS AND RECALLS

- 11.01 Prior to implementing any reduction in positions covered by this agreement, the **Division** shall consult with the Union to determine if it would be possible to implement the reductions through attrition rather than lay-offs.
- 11.02 Should the **Division** find it necessary to lay off employees in order to eliminate one (1) or more positions covered by this agreement, an employee affected by the lay-off, and who has not obtained another position through the normal bidding procedure, may displace (bump) the employee having the least seniority in the same, equal, or lower classification, provided the minimum qualifications for the position are met.
- 11.03 All rights of employment, recall and seniority shall terminate upon resignation or dismissal, or after one calendar year of lay-off.

ARTICLE 12 - PUBLIC AND SPECIAL HOLIDAYS

12.01 The following public holidays shall be observed without loss of pay: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and all other holidays proclaimed by the federal **or** provincial authorities.

The three (3) non-statutory holiday days between Christmas and New Year's shall be unassigned, unpaid days.

Effective January 1, 2012, days of work shall be revised to two hundred and fifty-five (255) days per year from two hundred and fifty-eight (258) days per year while maintaining the same annual salary. The three (3) unassigned days will be the three (3) weekdays immediately preceding and/or following the Saskatchewan Day statutory holiday. The specific dates of the unassigned days would be established by January 31st of each year.

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- 12.02 Where a public holiday falls on an employee's day off, or during approved vacation, another day off, with pay, shall be granted in lieu of the holiday.
- 12.03 Each employee who is employed by the **Division**, with the exception of employees hired to fill summer positions, shall be entitled to two (2) days leave, with pay. These days of leave are non-cumulative and non-transferable, and are to be used during July or August or when there are no staff or students in school.
- 12.04 If December 24th falls on a workday, employees shall receive the full day off with pay.

ARTICLE 13 – VACATIONS WITH PAY

13.01 Length of Vacations

Every employee with one (1) or more years of service shall be entitled to vacation with pay in accordance with the following schedule:

Years of Service	Weeks Paid Vacation
after 1	3
after 8	4
after 16	5
after 24	6

- 13.02 A day of service shall include any day for which sick leave benefits are paid by the **Division**.
- Employees not having a year of service prior to June 30th shall have earned vacation at the rate of one and one-fourth (1 ¼) working days for each completed month of service.
- 13.04 Annual vacations shall normally be taken during July and August. Vacations, other than above, may be approved by the appropriate superintendent.
- 13.05 Where an employee qualifies for sick leave requiring hospitalization and directly related convalescence during an approved vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or shall be reinstated for use at a later date, as approved by the Superintendent, Human Resources. Such displaced days shall be charged to the employee's sick leave account. The employee accepts the onus of providing the Human Resources Department with documentation, from a medical practitioner, verifying the dates and number of days spent in hospital and days of convalescence.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 Negotiating Leave

An employee shall suffer no loss in salary for time absent from duties for the purpose of negotiations with the **Division** or its representatives, or for participation in grievance, conciliation or arbitration proceedings on matters arising from this Agreement.

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14.02 Compassionate leave

Compassionate leave with pay shall be granted an employee

14.02.01 For a period of up to and including five (5) working days in the event of serious illness and/or death in the immediate family, if required. Serious illness which is followed by the death of a family member will be considered as two (2) separate leave situations. Serious illness shall be defined as surgery under general anesthetic or any situation in which a physician indicates the situation is potentially life threatening.

Immediate family being defined as spouse or fiancé(e), parent, sibling, child, parent-in-law, sister- or brother-in-law, daughter- or son-in-law, grandchild, grandparent, and parent surrogate.

For the purposes of this subsection, 'spouse' includes common-law spouse, defined as either of a man and woman not being married to each other who have cohabited continuously for a period not less than the preceding twelve (12) months.

For the purposes of this subsection, 'child' includes step-child, in those cases where the employee's spouse has either full or joint custody and the employee has been actively involved in the upbringing of the step-child.

- 14.02.02 For a full day, if needed, to attend the funeral of a friend or extended family member.
- 14.02.03 An employee may request additional time with pay if attendance at the funeral involves extensive travel. Requests would be considered based on the most efficient means of transportation in order to minimize time away from work.
- 14.02.04 The **Division** may grant compassionate leave in excess of the times specified in subsections 14.02.01 and 14.02.02 and in instances other than the immediate family.
- 14.02.05 Compassionate Care Leave

 Compassionate Care Leave without pay shall be granted in accordance with legislation.

14.03 Special Leave

Special Leave with pay may be granted any employee:

- 14.03.01 For jury duty or as a court witness in accordance with Administrative Procedure 424.
- 14.03.02 For three (3) days per calendar year, if necessary, for pressing personal matters; i.e. matters which cannot be resolved without personal attendance. They must be emergent or of such nature that they must take place during work hours.

14.03.03	For absence from work due to events considered Acts of God.
14.03.04	To attend cultural and athletic activities at the provincial or national level at which the staff member's presence is required.
14.03.05	To attend university convocations, secondary or post-secondary graduations involving self, spouse, sons, daughters, brothers, sisters, sons-in-law, daughters-in-law, or parents.
14.03.06	To attend one retirement function per year for each of self, spouse, father, mother, brothers or sisters.
14.03.07	To attend important meetings of voluntary community organizations in

14.04 Personal Judicial Leave

14.04.01 An employee shall be granted leave with pay for a period of up to and including five (5) days per year in order to attend examinations for discovery, pre-trial conferences or trials in the following actions to which the employee is a party:

- matrimonial property, a)
- b) child custody or access,
- maintenance or support, c)
- d) divorce,
- damages for personal injury. e)

which the employee holds a key office.

14.04.02 Notwithstanding the above the **Division** may grant additional leave should circumstance warrant.

14.05 **General** Leave Without Pay

General leave of absence without pay may be granted to staff members in accordance with Administrative Procedure 425. An employee returning from a leave of absence without pay shall be placed in an equivalent position to that held prior to the leave.

14.06 Union Business Leave

Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated or who is elected to a public office, will be granted leave of absence without pay but without loss of seniority by the **Division** for the term of that particular office or two (2) years, whichever is less. This period may be extended by the Division.

14.07 Quarantine Leave

Salary for the time lost due to compulsory quarantine, to a maximum of twenty (20) days per school year, shall be paid to employees when certified by the Saskatchewan Health Authority or equivalent, and is not chargeable to sick leave.

ARTICLE 15 – SICKNESS ALLOWANCE

- 15.01 Sick Leave Defined
 Sick Leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under *The Workers' Compensation Act*.
- 15.02 The annual sick leave allowance shall be twenty-four (24) days, earned on the basis of two (2) days per month of employment. The annual unused portion can be accumulated to a total of one hundred and eighty-one (181) days exclusive of the current year's twenty-four (24) days (not retroactive).

ARTICLE 16 - MATERNITY, PARENTAL AND ADOPTION LEAVE

- 16.01 Maternity, Parental and Adoption Leave without pay shall be granted in accordance with legislation.
- 16.02 An employee who is adopting a child shall be granted leave with pay for a period of up to three (3) working days to take custody of the child.

ARTICLE 17 – HOURS OF WORK

- 17.01 Thirty-six (36) hours and forty (40) minutes shall constitute a work week.
- 17.02 Overtime shall be paid at the rate of time and one-half (1 ½) for each extra hour worked. Authorization must be obtained, in advance, from the employee's immediate supervisor.
- 17.03 When it is mutually agreeable to the employee and the **Division**, an employee may be granted leave with pay in lieu of payment for overtime hours worked, on the basis of time and one- half (1 ½) hours for each hour worked. No more than ten (10) hours of overtime (equivalent to fifteen (15) hours leave with pay) may be banked at any given time. Any banked overtime not taken as leave with pay within one (1) year of the date the overtime was worked shall be paid out at the rate in effect when the overtime was worked.

ARTICLE 18 – OTHER PROVISIONS

18.01 All appointees to the staff shall, no later than commencement of employment, complete a form prescribed by the Employer identifying if the employee has restrictions that will interfere with their ability to perform the tasks of the position, and if so, what functions cannot be performed and what accommodations can be made to allow the employee to do the work. If restrictions are identified by the employee, the Employer may require further information on the restrictions from a duly authorized medical practitioner of the employee's choice. Such information shall be supplied at the appointee's expense. This article shall be applied in conjunction with LOU, Reasonable Accommodation.

18.02 The Division shall provide the Union copies of all job descriptions for all job classifications within the scope of the bargaining unit.

In the event the Union does not agree with the scope placement of a new or substantially changed position classification, the matter may be referred to the Saskatchewan Labour Relations Board for a scope determination.

Where the Division makes substantive change(s) to an existing position or creates a new position within the scope of the bargaining unit, the Division and the Union shall meet to review the classification and negotiate the wage rate for the position. If the position is reclassified, the incumbent shall retain the position. New positions shall be posted in accordance with Article 10.

An employee may request a review of the employee's classification by submitting a request in writing to the Superintendent of Human Resources outlining the substantive changes to the existing position description. The Superintendent of Human Resources will review the submission and provide a response to the employee. If the reclassification is approved, the Division and the Union shall negotiate the wage rate for the position and the incumbent shall retain the position.

If a position is reclassified to a lower wage rate as a result of the Division making substantive change(s) to an existing position, the incumbent shall maintain the current rate of pay until the rate of pay in the new classification exceeds the current rate of pay.

18.03 Permanent employees shall not be laid off by the **Division** on account of Technological Change (as defined in provincial legislation).

ARTICLE 19 – CLASSIFICATIONS AND SALARIES

19.01 Salaries

Note: Where required for purposes such as the calculation of overtime, hourly rates shall be determined by dividing the annual salary by 1870 (255 days times 7 1/3 hours per day).

Pay Class	Position	Effective Date		1st year	2 nd year	3 rd year	4 th year	5 th year
		Sept. 1, 2021	Annual (Hourly)	36,634 (19.59)	38,246 (20.45)	39,900 (21.34)	41,755 (22.33)	43,610 (23.32)
1	Admin Asst. I	Sept. 1, 2022	Annual (Hourly)	37,367 (19.98)	39,011 (20.86)	40,698 (21.76)	42,590 (22.78)	44,482 (23.79)
		Sept. 1, 2023	Annual (Hourly)	38,114 (20.38)	39,791 (21.28)	41,512 (22.20)	43,442 (23.23)	45,372 (24.26)

Pay Class	Position	Effective Date		1 st year	2 nd year	3 rd year	4 th year	5 th year
1 2 1		Sept. 1, 2021	Annual (Hourly)	43,977 (23.52)	45,680 (24.43)	47,402 (25.35)	49,047 (26.23)	50,809 (27.17)
	Admin Asst. II	Sept. 1, 2022	Annual (Hourly)	44,857 (23.99)	46,594 (24.92)	48,350 (25.86)	50,028 (26.75)	51,825 (27.71)
		Sept. 1, 2023	Annual (Hourly)	45,754 (24.47)	47,526 (25.41)	49,317 (26.37)	51,029 (27.29)	52,862 (28.27)

Pay Class	Position	Effective Date		1 st year	2 nd year	3 rd year	4 th year	5 th year
	Admin Asst. III	Sept. 1, 2021	Annual (Hourly)	45,066 (24.10)	46,923 (25.09)	48,801 (26.10)	50,503 (27.01)	52,516 (28.08)
3		Sept. 1, 2022	Annual (Hourly)	45,967 (24.58)	47,861 (25.59)	49,777 (26.62)	51,513 (27.55)	53,566 (28.64)
		Sept. 1, 2023	Annual (Hourly)	46,886 (25.07)	48,818 (26.11)	50,773 (27.15)	52,543 (28.10)	54,637 (29.22)

Pay Class	Position	Effective Date		1st year	2 nd year	3 rd year	4 th year	5 th year
1 4 1		Sept. 1, 2021	Annual (Hourly)	45,957 (24.58)	47,853 (25.59)	49,769 (26.61)	51,507 (27.54)	53,558 (28.64)
	Admin Asst. IV	Sept. 1, 2022	Annual (Hourly)	46,876 (25.07)	48,810 (26.10)	50,764 (27.15)	52,537 (28.09)	54,629 (29.21)
		Sept. 1, 2023	Annual (Hourly)	47,814 (25.57)	49,786 (26.62)	51,779 (27.69)	53,588 (28.66)	55,722 (29.80)

Pay Class	Position	Effective Date		1st year	2 nd year	3 rd year	4 th year	5 th year
5		Sept. 1, 2021	Annual (Hourly)	49,882 (26.67)	52,116 (27.87)	54,201 (28.98)	56,560 (30.25)	59,026 (31.56)
	Admin Asst. V	Sept. 1, 2022	Annual (Hourly)	50,880 (27.21)	53,158 (28.43)	55,285 (29.56)	57,691 (30.85)	60,207 (32.20)
		Sept. 1, 2023	Annual (Hourly)	51,898 (27.75)	54,221 (29.00)	56,391 (30.16)	58,845 (31.47)	61,411 (32.84)

Pay Class	Position	Effective Date		1 st year	2 nd year	3 rd year	4 th year	5 th year
6	Vacant	Sept. 1, 2021	Annual (Hourly)	50,850 (27.19)	53,128 (28.41)	55,253 (29.55)	57,659 (30.83)	60,172 (32.18)
		Sept. 1, 2022	Annual (Hourly)	51,867 (27.74)	54,191 (28.98)	56,358 (30.14)	58,812 (31.45)	61,375 (32.82)
		Sept. 1, 2023	Annual (Hourly)	52,904 (28.29)	55,275 (29.56)	57,485 (30.74)	59,988 (32.08)	62,603 (33.48)

Pay Class	Position	Effective Date		1 st year	2 nd year	3 rd year	4 th year	5 th year
		Sept. 1, 2021	Annual (Hourly)	51,355 (27.46)	53,646 (28.69)	55,771 (29.82)	58,160 (31.10)	60,674 (32.45)
7	Payroll & Accounting Officer	Sept. 1, 2022	Annual (Hourly)	52,382 (28.01)	54,719 (29.26)	56,886 (30.42)	59,323 (31.72)	61,887 (33.09)
		Sept. 1, 2023	Annual (Hourly)	53,430 (28.57)	55,813 (29.85)	58,024 (31.03)	60,509 (32.36)	63,125 (33.76)

Pay Class	Position	Effective Date		1 st year	2 nd year	3 rd year	4 th year	5 th year
1 X I		Sept. 1, 2021**	Annual (Hourly)	63,101 (33.74)	65,625 (35.09)	68,249 (36.50)	70,980 (37.96)	73,818 (39.47)
	Finance Associate	Sept. 1, 2022 Amended	Annual (Hourly)	64,363 (34.42)	66,938 (35.80)	69,614 (37.23)	72,400 (38.72)	75,294 (40.26)
		Sept. 1, 2023 Amended	Annual (Hourly)	65,650 (35.11)	68,277 (36.51)	71,006 (37.97)	73,848 (39.49)	76,800 (41.07)

^{**} New classification – Finance Associate effective September 8, 2021

19.03 Increments

The annual increment shall be effective on the first (1st) day of the pay period following, or coincident with, the completion of each full year of service. Employees becoming members of the permanent staff, provided there is no break in service, shall have their prior service recognized in the calculation of their increment date. Temporary or casual employees shall have their service recognized for increment credit on the same basis as permanent employees.

- 19.04 All salaries shall be paid by direct deposit. Salaries shall be deposited into each employee's bank account twice monthly.
- 19.05 The employer may authorize an initial appointment at a step higher than Step 1 to recognize related experience where it is warranted by recruiting constraints or the candidate's particular qualifications.

ARTICLE 20 – OTHER BENEFITS

20.01 Pension Plan

Employees shall participate and contribute, together with the **Division**, in accordance with the terms of the Pension Plan.

20.02 Group Life Insurance

Employees shall participate and contribute, together with the Division, in accordance with the terms of the Group Life Insurance Plan.

20.03 Dental Plan

The **Division** shall provide, and pay the full premiums for, a dental plan which provides for the employee and eligible family members:

- full coverage of preventative and minor restorative dental work with no deductible a) or annual limit
- fifty percent (50%) coverage of major restorative dental work with a \$1,500 per b) person per year limit, and
- fifty percent (50%) coverage of orthodontic work, with a \$1,500 per person lifetime c) limit.

20.04 Service Bonus

Effective January 1, 2002, the service bonus will be paid at the rate of \$14.00 per month after five years of continuous service and \$14.00 per month for each additional five (5) years of continuous service.

20.05 Retirement Gratuity

On retirement in good standing, employees with up to fifteen (15) years of continuous service with the **Division** shall be granted a gratuity based on seven and one-half percent (7 ½ %) of the number of earned, unused sick leave days in their account from the commencement of their employment with the Division. Employees having completed fifteen (15) years or more of continuous service with the Division shall be granted a gratuity based on ten percent (10%) of the number of earned, unused sick leave days in their account from commencement of their employment with the **Division**, or one (1) month's pay, whichever is the greater. In the event of death of an employee, the above shall be paid to their beneficiary. This gratuity is to be paid at the rate of pay which the employee is receiving at the time of retirement.

This article will not be available to any employees hired after September 1, 2019.

20.06 Tuition/Registration Fees

Employees may apply for reimbursement of session tuition/registration fees. Approval of applications is subject to budgetary limitations and restricted to sessions which support skill development and/or certifications within the employee's current position or career path opportunities within the Division. No payment will be made until successful completion of the approved course can be confirmed. Applications are to be made to the Superintendent, Human Resources, at least four (4) weeks prior to the commencement of the session.

20.07 Travel expenses shall be reimbursed at 37.4¢ per kilometre effective January 1, 2011, with a minimum of \$2.50 per return trip between April 1st and September 30th, and \$3.00 per return trip between October 1st and March 31st, to employees using their private automobiles in the course of performing their duties when instructed to do so. In order to qualify for payment, claims must be received by December 31st for travel between June 1st and November 30th of the same year and by June 30th for travel between December 1st and May 31st of the same year, to ensure timely processing of travel expense claims.

The kilometre rate shall be adjusted by the same percentage as the percentage change in the Saskatchewan Private Transportation Index published by Statistics Canada for the review period. The adjustment shall be rounded to the nearest one tenth (1/10) of a cent. Additional review periods and adjustment dates shall be as follows:

Review Date: April Effective Date of Adjustment: July Review Date: October Effective Date of Adjustment: January

20.08 Extended Health Care Plan

The **Division** shall provide an Extended Health Care Plan fully funded by the **Division**. The coverage, benefits, deductibles, **and dispensing fees** of the Extended Health Care Plan shall be as agreed by the Union and the **Division**.

Effective January 1, 2002, the **Division** shall provide a Vision Care Plan fully funded by the **Division**.

20.09 Effective the first (1st) of the month following ratification of this agreement, employees authorized to perform the duties of a Noon Hour Supervisor shall be paid at \$22.89 per hour or at the same rate as provided for in the Regina Teachers' LINC agreement whichever is greater. Time spent in such duties shall not be deemed overtime.

20.10 Employee Counselling

The Division shall provide an Employee and Family Assistance Program (EFAP). The maximum number of counselling sessions under this plan for any employee in any year shall be six (6) or as agreed by the parties.

- 20.11 Supplemental Employment Benefits (SEB) Plan (effective on the date of ratification)
 - a) In recognition that there will be a physical and/or mental health related portion of any maternity leave during which **they** may be medically unfit for duty as an

employee due to pregnancy, delivery or post-delivery, such employee shall be eligible for SEB Plan benefits if **they are**:

- i) on maternity leave;
- ii) medically unfit for duty for health related reason due to pregnancy, delivery or post-delivery; and
- iii) in receipt of Employment Insurance Benefits or serving the waiting period.
- b) Every employee who is eligible for SEB Plan benefits in accordance with 20.11(a) shall be entitled to sub benefits for a period of seventeen (17) weeks commencing the date of delivery, without being required to provide medical evidence. SEB Plan benefits will only be paid for days which employees would normally receive pay.
- c) An employee shall apply to the employer for SEB Plan benefits, using forms established by the employer, no later than one hundred and twenty (120) calendar days following the birth of **their** child.
- d) The amount of the SEB Plan benefits provided shall be the amount required to supplement the employee's Employment Insurance benefits to ninety-five percent (95%) of **their** salary entitlement, subject to the usual deductions required.

This signed on the day of	A.D. 20 22 .
Signed on behalf of the Canadian Union of Public Employees, Local 4643	Signed on behalf of the Board of Education of the Regina School Division No. 4 of Saskatchewan
President GUPE Local 4643 CUPE National Representative	Director of Education Deputy/Director, Division Services/CFO

LETTER OF UNDERSTANDING (1)

Employee Assistance Program

The parties recognize the importance of providing employee counseling services to employees of Regina Public Schools.

A committee consisting of two (2) representatives of the Employer and two (2) representatives from each of CUPE 3766, CUPE 650 and CUPE 4643, shall meet as required to review service delivery, to explore provision options and to make recommendations for future service provisions.

provisions.	
This Letter of Understanding signed on the	, 20 22 .
Signed on behalf of the Canadian Union of Public Employees, Local 4643	Signed on behalf of the Board of Education of the Regina School Division No. 4 of Saskatchewan
Relly Dielel President, CUPE Local 4643	Director of Education
CUPE National Representative	Deputy/Director, Division Services/CFO
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LETTER OF UNDERSTANDING (2)

Reasonable Accommodation

The duty to accommodate is a broad equality concept that applies to all grounds of discrimination that are covered under federal, provincial and territorial human rights legislation and the equality rights provisions of the *Canadian Charter of Rights and Freedoms*.

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

The Employer agrees to make every reasonable effort, short of undue hardship, to provide reasonable accommodations, including suitable modified or alternate employment, to employees who are temporarily or permanently unable to return to their regular duties as a consequence of a disability.

Employees have a responsibility to cooperate and provide medical information as required regarding fitness to return to work, abilities and restrictions, the prognosis for recovery and/or the duration of the restrictions. The accommodation process is based on medical documentation.

An employee, who, as the result of a disability, is unable to perform regular duties, may be given the preference of alternate work. This may include modification to the Employee's existing job, or an alternate placement. Alternate positions within the bargaining unit are to be considered before exploring accommodations outside of the bargaining unit. The Employer and the Union may mutually agree to waive certain provisions in this Agreement to facilitate a reasonable accommodation.

An employee requiring temporary modified requirements, and not of a substantive or complex nature, will not normally require a meeting of the parties. In these situations, the employee and supervisor are encouraged to facilitate the return to work. If concerns are not addressed successfully between the employee and supervisor, the employee may request a return to work meeting with the union president present. The scheduling of the meeting shall not delay the return to work. If the accommodation is long-term, complex or accommodations may be necessary outside the employee's normal place of work, a return to work meeting will be held between the parties to finalize the accommodation. The employee/union representative shall have the opportunity to bring any concerns related to the accommodation to the attention of the employer. This meeting shall occur as early as possible once notice has been given.

Employees and Union representatives attending meetings for the purpose of discussing and planning accommodations shall be released from duty without loss of pay and benefits.

continued...

This Letter of Understanding signed on the	day of	, 20 22 .
Signed on behalf of the Canadian Union of Public Employees, Local 4643	Signed on behalf of the Board of Regina School Division No. 4 of	
President, EUPE Local 4643 CUPE National Representative	Director of Education Deputy/Director, Division Ser	vicos/CFO
	Deputy/Director, Division Ser	vices/CI O

LETTER OF UNDERSTANDING (3)

Market Supplement

Retro will be paid to all current employees (upon ratification) and all eligible retirees.

Effective September 1, 2019, after 5 years of full-time service as a payroll officer with Regina Public Schools, payroll officers will receive a Market Supplement of \$4,800.00 per annum paid in equal installments. This market supplement will be pro-rated for part-time employees.

This Letter of Understanding signed on the	day of	, 20 22 .
Signed on behalf of the Canadian Union of Public Employees, Local 4643	Signed on behalf of the Board of Regina School Division No. 4 of S	
President, CUE Local 4643 CUE National Representative	Director of Education Deputy/Director, Division Service	ces/CFO
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LETTER OF UNDERSTANDING (4)

Joint Benefits Committee

Regina Public Schools will form a Joint Employee Benefits Committee consisting of employer and participating employee group representatives with a mandate to:

- Learn about and review the employee benefits plan,
- Promote information and education about the plan to employees, and
- Monitor plan usage and prioritize areas for modification and review the annual renewal documentation and premium rates prior to renewal.

To support its work, the committee will engage a technical consultant on a cost shared basis and to be selected by the committee with expertise in employee benefit programs. The technical consultant will:

- Gather market information to help calibrate program offerings with comparison to similar organizations,
- Provide utilization metrics and analytics to ensure maximum benefits to the employer and employees.
- Provide advice/guidance and information related to the management of the plan including assisting with the process of ensuring the most favorable annual renewal options.
- Meet with and provide reports and presentations to the committee and other groups as requested by the committee, and
- Other duties as agreed by the parties.

continued...

This Letter of Understanding signed on	the day of	, 2022.
Signed on behalf of the Canadian Union of Public Employees, Local 4643	Signed on behalf of the Boar Regina School Division No.	
President, CUPE Local 4643	Director of Education	
CUPF National Representative	Deputy/Director, Division Se	ervices/CFO
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LETTER OF UNDERSTANDING (5)

Joint Job Evaluation

The parties agree to the establishment of a Joint Job Evaluation Committee of equal numbers from each of Regina Public Schools and CUPE 4643 to establish a classification system applicable to all positions covered by the collective bargaining agreement.

The parties agree to conclude this process during the term of the collective bargaining agreement.

- 1. An agreed upon external consultant with expertise in job evaluation will be engaged to support the parties in the design, adapting, testing, selection and preparation of a classification system. The selection of the external consultant will be by tender process and the costs of the external consultant will be borne by Regina Public Schools.
- 2. The new classification system will be gender neutral.
- 3. The joint committee shall be comprised of a maximum of three (3) representatives each from Regina Public Schools and CUPE 4643 of which one (1) of the three (3) designed members may be a technical advisor. Where the technical advisor is not an employee of Regina Public Schools, the respective party will be responsible for any costs related to the technical advisor's committee involvement.
- 4. Should the parties conclude the establishment of a new classification system during the lifetime of this agreement, the parties will jointly participate in discussions related to a transition to implementation of a new wage scale. Any agreement on implementation is subject to agreement of the parties and approval of appropriate authorities relevant to the employer and the Union.

This Letter of Understanding signed of	n the day of	, 2022.
Signed on behalf of the Canadian Union of Public Employees, Local 4643	Signed on behalf of the Board of Educa Regina School Division No. 4 of Saskat	
President, CUPE Local 4643 CUPE National Representative	Director of Education Deputy/Director, Division Services/CF	'O
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LETTER OF UNDERSTANDING (6)

Wellness Allowance

The parties are committed to support the mental health and well-being of our valued staff and recognize the impact of COVID-19. To these ends, a one-time wellness allowance will be dispersed to CUPE 4643 members in the 2021-2022 school year. The wellness allowance will be dispersed to all CUPE 4643 members subject to the following:

- Full-time employees will receive \$250.
- Less than full-time employees will receive a pro-rated wellness allowance amount based on actual paid time including paid time worked and paid leaves (i.e., paid sick leave, paid compassionate leave, etc.)
- Subject to CRA deduction requirements.

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Submission of receipts will not be required.

This Letter of Understanding signed on t	he, 2022.	,
Signed on behalf of the Canadian Union of Public Employees, Local 4643	Signed on behalf of the Board of Education of Regina School Division No. 4 of Saskatchewa	
President, CUPE Local 4643 CUPE National Representative	Director of Education Deputy/Director, Division Services/CFO	

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