

**Regina Catholic Schools  
Local Collective Agreement**

**Between**

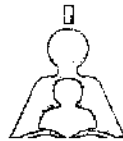
**The Board of Education**

**For**

**The Regina Roman Catholic School Division #81.**

**And**

**Regina Catholic Teachers' Association Employees Local No. 1125**



**September 1<sup>st</sup>, 2021 – August 31<sup>st</sup>, 2024**



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## PREAMBLE

The Board of Education (hereto after referenced as the Division) and the Canadian Union of Public Employees Local No. 1125 (hereto after referred to as the CUPE) enter into this agreement with a desire for continuing harmonious relations and to promote cooperation and understanding between the Board/Division and the staff.

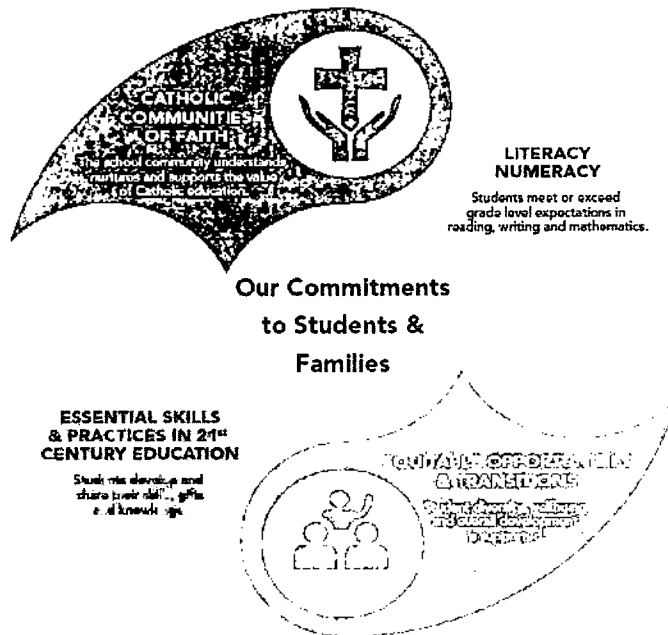
The purpose of this Agreement is:

- a) to maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
- b) to promote cooperation and understanding between the Employer and its staff;
- c) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages;
- d) to encourage efficiency in operation;
- e) to promote an amicable method of settling differences or grievances which may arise with respect to matters covered by this Agreement;
- f) to promote the morale, well-being and security of all employees in the bargaining unit of the Union; and,
- g) to understand the importance of performing ones duties as outlined in the job posting.

The Board of Education and the Canadian Union of Public Employees Local No. 1125 are committed to cooperating in the advancement of the mission of Regina Catholic Schools.

### MISSION STATEMENT OF REGINA CATHOLIC SCHOOLS

The Regina Catholic School Division is dedicated to working with the community and the local church to provide a quality Catholic education that fosters academic excellence and the development of informed, responsible citizens.



## **ARTICLE 1 – RECOGNITION**

### **1.1. Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local No.1125 as the sole and exclusive collective bargaining agent for all those employees classified and covered by this Agreement.

- 1.1.1. “Permanent Employee” is an employee who has completed at least a six (6) month probationary period and has been placed on permanent staff.
- 1.1.2. “Probationary Employee” is an employee who has accepted an offer of permanent employment and has not yet been placed on permanent staff.
- 1.1.3. “Substituting Employee” is an employee who is hired to temporarily replace a permanent employee for a specific period.
- 1.1.4. “Casual Employee” is an employee who is hired on a day-to-day basis for a specific purpose with time not to exceed thirty (30) working days at any one time.\

### **1.2. 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, as a condition of employment provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

### **1.3. Deduction and Remittance of Union Dues**

Upon written authorization from the employees, the Employer agrees to deduct from every permanent, probationary, casual, or substituting employee any monthly dues or assessments levied, in accordance with Union By-Laws, and owing by the employee to the Union. Deductions will be made every pay period (semi-monthly) and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15) day of the month following in respect of which deductions have been made, accompanied by a list of all employees from whose wages the deductions have been made. Remittance of union dues will be paid by direct deposit to the union banking institute.

### **1.4. New Employee Orientation**

The Employer will acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in Articles 1.2 and 1.3 entitled “Union Security” and “Deduction and Remittance of Union Dues”.

## **1.5. Communication**

### **1.5.1. Correspondence**

All correspondence between the parties arising out of this Agreement shall pass to and from the Chief Financial Officer, Superintendent of Human Resource Services or designate and the President of the Union unless otherwise specified in this Agreement.

### **1.5.2. Union Notices**

The Employer shall provide bulletin boards in the shops and lunchrooms of all schools upon which the Union shall have the right to post notices of meetings and such other notices that may be of interest to the employees.

### **1.5.3. Union Executive Notification**

The Union shall forward a list of the current executive members, shop stewards, and members of the Grievance Committee to the Superintendent of Human Resource Services or designate within ten (10) working days of any changes in such positions.

### **1.5.4. Substitute List**

The Employer shall establish annually a Substitute/Casual List consisting of individuals who are hired to temporarily replace a permanent employee for a specific period of time or hired on a day-to-day basis for a specific purpose with time not to exceed thirty (30) working days at one time. This list shall be provided to the Secretary of the Union June 30th and December 31st of each year.

## **1.6. Restrictions on Contracting Out**

The Employer agrees that all work or services which are currently performed by bargaining unit employees shall not be contracted out. This paragraph will not operate so as to prohibit the contracting out of work or services of the same type performed by the current bargaining unit employees provided:

- a) That such contracting out is in addition to the continued work of bargaining unit members.
- b) That such contracting out is restricted to periods of peak demands.

Notwithstanding the provisions above the Employer may contract out any construction, alteration repair, or demolition of buildings, structures, or other facilities of the Employer where a General Contractor is engaged or where the work to be performed is beyond the capability of the Employer's internal resources in terms of tools, equipment, and human resources, etc.

- 1.6.1. The Employer and the Union agree that all work and services currently contracted out or otherwise performed by persons other than bargaining unit members will be subject to an ongoing joint review to determine which work and services might be performed by members of the bargaining unit (contracting in).

## **1.7. P3 Schools**

Should the board enter into an agreement with P3 schools, the board supports the employment of all employee groups.

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## ARTICLE 2 – NO DISCRIMINATION

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### 2.1 Definition

The employer and the local of the Union agree and recognize their responsibility to create a discrimination free workplace. Subject to any order or approval, the Board and the Union agree that there shall be no discrimination with respect to any employee in accordance with The Saskatchewan Human Rights Code, Human Rights Commission subject to Section 93 of the Canadian Charter of Rights and Freedoms, and subject to section 17 of the Saskatchewan Act, and Section 357 (1) of the Education Act, 1995. The Board and the Union further agree that there shall be no discrimination with respect to any employee by reason of activity or membership in the Union.

### 2.2 Masculine and Plural

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where appropriate.

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## ARTICLE 3 – LABOUR MANAGEMENT RELATIONS

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- 3.1 The Union Executive will meet regularly with the Employer as may be necessary for discussion and settlement of matters of mutual concern.
- 3.2 The Union and the Employer shall have the right at any time to have the assistance of persons not members of the Employer or the Union in connection with any negotiations carried on pursuant to this article.

## **ARTICLE 4 – GRIEVANCE PROCEDURE**

### **4.1 Grievance Committee**

The Employer acknowledges the right of the Union to appoint or otherwise select a grievance committee of four members who shall be employees of the Employer. The names of the members of such committee shall be communicated to the Employer. The committee may include the aggrieved employee in any/all steps of the grievance.

### **4.2 Dispute**

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

#### **4.2.1 Step 1:**

The aggrieved employee shall submit the grievance in writing to the Chairman of the Union Grievance Committee within thirty (30) working days of the event giving rise to the grievance.

It is understood that before a grievance is submitted in Step 2 the Local of the Union shall provide the employer with information pertaining to the complaint and shall attempt to resolve the dispute through discussion with Superintendent of Human Resources, or designate. This discussion will take place within (30) working days of discovery of cause for complaint. If the matter is not settled to the local of the union's satisfaction, the Local of the Union may proceed to Step 2 of the grievance procedure.

#### **4.2.2 Step 2:**

If the Grievance Committee of the Union considers the Grievance to be justified, the grievance shall be submitted in writing to the Chief Financial Officer with a copy to the Superintendent of Human Resource Services or designate within ten (10) working days if not resolved under Step 1. The meeting shall occur within ten (10) working days of receipt of the grievance. A written decision shall be sent to the Union within five (5) working days of the meeting.

#### **4.2.3 Step 3:**

Failing agreement being reached in Step 2, or in circumstances identified in 8.7 Adverse Reports, written application for a hearing shall be made to the Director with a copy to the board stating the grievance concerned, within ten (10) working days of the decision in Step 2. A hearing shall be granted not later than fourteen (14) days of receipt of the request. The Director shall give a decision within ten (10) working days of such a hearing.

#### **4.2.4 Step 4:**

Failing settlement being reached in Step 3, the grieving party shall, within twenty (20) working days notify the other party of an intention to refer the grievance to a single arbitrator and shall in such notice name an arbitrator acceptable to the grieving party. Failing agreement between the parties with twenty (20) working days of such notice on the suitability of the named arbitrator or on a mutually acceptable alternative, the Chairperson of the Labour Relations Board shall make the appointment at the request of either party.

#### **4.2 Disputes Involving General Application or Interpretation**

Where a dispute involving a question of general application or interpretation occurs, the Employer and the Union may agree to bypass Steps 1 and 2 of the Article.

#### **4.3 Replies to Grievances**

Replies to grievances shall be in writing at all stages.

#### **4.4 Facilities for Meetings**

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

#### **4.5 Time Limit**

The time limits in the Grievance Procedure may be extended by consent of the parties to the Agreement.

#### **4.6 Witness**

At any stage of the Grievance Procedure, the parties may have the assistance of the employee(s) concerned as witnesses and other witnesses and all reasonable arrangements without disruption to students will be made to permit the conferring parties to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

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### **ARTICLE 5 – SENIORITY**

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#### **5.1 Definition**

5.1.1 Subject to Article 6.6 entitled, "Probation", every employee shall accumulate seniority rights from the date of commencement of the employee's probationary employment.

5.1.2 Should a substitute employee be appointed to permanent staff, all periods of time in the previous twelve (12) months shall be credited toward the employee's seniority, up to a maximum of twelve (12) months total credit.



## **5.2 Seniority List**

- 5.2.1 The Employer will maintain a seniority list showing the date upon which each employee's service commenced. This list will include name, job classification, home mailing address and phone number, employee worksite, Full Time or Part Time, Active or Non-active and basic reason if non-active (WCB, LTD or approved leave). Employer will have gained employee's consent to share information during the on-boarding process.
- 5.2.2 Any employee may request information from the Employer or the Union relative to his/her own seniority.
- 5.2.3 The seniority list will be updated as of June 30th and December 31st of each year. A copy of the list will be forwarded to the Secretary of Union.

## **5.3 Seniority Lost**

- 5.3.1 An employee shall not lose seniority if the employee is absent from work due to sickness, disability, accident or leave approved by the Employer.

An employee shall lose seniority and be deemed discharged in the event the employee:

- a) is discharged for just cause, resigns or retires;
- b) following a layoff, fails to return to work within eight (8) working days after being notified by registered mail to do so unless the employee provides reasons for absence which are satisfactory to the Employer and the Union. It shall be the responsibility of the employee to keep the Employer informed of their current address;
- c) or is laid off for a continuous period of twenty-four (24) months

### **5.3.2 Service in Canadian Armed Forces**

An employee who serves in Her Majesty's forces shall be considered as having leave of absence and shall retain seniority rights and will continue to accumulate seniority, provided such seniority rights are asserted within thirty (30) calendar days of an Honourable Discharge, provided also that the employee is certified by a medical practitioner as medically fit to return to work.

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## **ARTICLE 6 – VACANCIES, NEW POSITIONS AND PROBATION**

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### **6.1 Preamble**

Nothing in this Article shall prevent the lateral transfer of an employee to a position in another place of work under the jurisdiction of the Employer in circumstances where such a transfer

is in the best interest of the employee and of the Employer. The Executive of the Union and the Employer will work in collaboration to help determine whether such a transfer is in the best interest of the employee.

## **6.2 Vacancies and Postings**

- 6.2.1 In order to give present employees an opportunity to make application when vacancies occur, or when new positions are created which enter into the scope of this Agreement, notice shall be forwarded to the President of the Union at least five (5) working days prior to filling such vacancies or positions. The five (5) working days shall commence the first working day subsequent to the day of receipt of the notice by the Union. Vacancies arising from retirement shall be posted within five (5) working days of acceptance by the Employer. A list of names and home addresses of employees on leave shall be provided to the President of the Union as requested.
- 6.2.2 Job vacancies shall not be posted or filled during the months of July and August unless discussed and agreed upon by the Superintendent of Human Resource Services or designate and the Executive of the Union.
- 6.2.3 The notice shall contain information regarding the nature of the position, required qualifications, salary, hours of work, location, and the closing date for applications.
- 6.2.4 Permanent positions will be posted within five (5) working days of becoming vacant.

## **6.3 Applications**

Employees shall be entitled to apply for advertised vacant positions by means of written application, which shall either be submitted to the Catholic Education Centre by mail, fax, email or hand delivered to the Superintendent of Human Resource Services or designate. An application need not be considered if received later than the closing date.

## **6.4 Appointment**

- 6.4.1 In filling vacancies and new positions, qualifications, experience and ability being sufficient to perform the duties required for the position to be filled, appointment shall be made of the applicant senior on the seniority list.
- 6.4.2 A Maintenance Mechanic and a Caretaker Engineer shall be required to hold at least a Class V certificate.
- 6.4.3 A Caretaker Engineer shall be required to hold at least a Class V certificate or the certification level of the facility as required by The Boiler and Pressure Vessel Act of Saskatchewan.
- 6.4.4 A Caretaker must hold a Fireman's Certification
- 6.4.5 Vacancies shall be filled internally within fourteen (14) calendar days of the closing date of the posting.
- 6.4.6 The selected candidate shall indicate acceptance of appointment, in writing, to the Employer within three (3) working days of receiving the notification of offer from the Employer.

6.4.7 All applicants will be advised in writing whether successful of receiving position applied for or not.

**6.5 Promotion Trial Period**

In the matter of employee promotion, the successful applicant will serve a trial period of a minimum of thirty (30) days. Conditional on satisfactory service, such trial promotion shall become permanent after that period. In the event the successful applicant proves unsatisfactory in the position, after the aforementioned trial period, they shall be returned to their former position and salary without loss of seniority, and any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position and salary without loss of seniority. No employee shall receive a lesser amount of salary due to a promotion.

**6.6 Probation**

A probationary employee shall not be eligible for a recommendation for a permanent position until that employee has completed six (6) months of satisfactory days worked with the Employer. Should a substitute employee be appointed to permanent staff, all periods of time served in the previous twelve (12) months shall be credited toward the employee's probationary period, up to a maximum of three (3) months total credit, to allow for evaluation of suitability of newly appointed position.

**6.7 Temporary Transfer**

6.7.1 During the heating season, in the event of the illness or other absence up to six (6) months in duration of the Caretaker Engineer or Maintenance Mechanic in a school, the next senior person in the school, shall assume the senior's responsibility during the absence. If the Caretaker Engineer and Maintenance Mechanic are absent, and if the next senior person is not qualified, then a qualified person from the staff shall be moved in on a temporary basis.

Temporary transfers shall occur in the following order:

1. Staff from location of absence
2. Permanent staff from division to qualify for Class 5 certification (hours)
3. Certified Class 5 casual employee

6.7.2 Each employee, who is appointed to perform the duties of a higher classification or grade, shall be paid for the full time so employed and at the rate of pay for that position.

**6.7.3 Temporary Transfer in Summer Months**

In the event of emergent and unforeseen circumstances that would prevent successful school start-up, temporary transfer of caretakers to assist with summer maintenance may be requested by the Controller of Plant and Accommodation Services or designate. Wherever possible, the Division will endeavor to provide at least five (5) working days' notice of the effective date at the temporary transfer of job location.

Temporary transfers in summer months shall occur in the following order:

1. Volunteer permanent caretaking staff
2. Casual caretaking staff
3. Employer request

#### **6.8 Union Objections to Appointments**

The Union shall be advised in writing of the name(s) of the successful applicants(s). Any objections by the Union to staff changes shall be construed as a difference between the parties bound by the Agreement as provided for under the grievance procedure.

#### **6.9 New Positions and Reclassifications**

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

#### **6.10 Promotion Requiring Higher Certification**

In cases of promotion requiring higher certification, the Employer will give consideration to employees who do not hold the required certificate but are writing for such certificate prior to filling the vacancy. Such employees will be given an opportunity to qualify within a reasonable length of time, as determined by the Employer, and to revert to his/her former position if the required certificate is not obtained within such time.

#### **6.11 Temporary Vacancies**

All temporary vacancies of all classifications listed in Schedule "A" exceeding six (6) months in duration shall be posted and filled according to Article 6. An employee who fills a temporary vacancy shall have the right to return to their former position once the temporary work has ended.

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## **ARTICLE 7 – LAYOFF AND RECALL**

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#### **7.1 General**

Accommodation of Employees within the workplace is a shared responsibility between the Employer, the Union and the Employee. The accommodation procedure may be reviewed at the request of either party.

The Employer agrees 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 their regular duties as a consequence of an occupational or non-occupational disability.

## **7.2 Layoff Notice**

Except for just cause, other than shortage of work, an employee may have his/her employment terminated or may be laid off by the Employer with written notice as follows:

- a) one (1) week notice, where the period of employment is at least three (3) consecutive months, but less than six (6) months;
- b) two (2) weeks' notice, where the period of employment is six (6) months or more, but less than three (3) years;
- c) four (4) weeks' notice, where the period of employment is three (3) years or more, but less than five (5) years;
- d) six (6) weeks' notice, where the period of employment is five (5) years or more, but less than ten (10) years.
- e) eight (8) weeks' notice, where the period of employment is ten (10) years or more.

## **7.3 Layoff Notice Review**

Prior to layoff notices being issued pursuant to 7.2 Layoff Notice, representatives of the Employer and the Union shall meet to review the staff reassignment options, including layoff, and provide recommendations on staff reassignment or layoff to the Employer.

## **7.4 Employee Resignation**

An employee may terminate his/her employment upon giving the Employer a minimum of two (2) weeks written notice.

## **7.5 Staff Reassignment or Layoff**

- 7.5.1 Employees shall be laid off in the inverse order of their seniority within the job classification affected.
- 7.5.2 An employee who is to be laid off within a job classification by reason of staff reduction, shall have the opportunity to select the least senior position in another job classification within the bargaining unit provided they have the ability to perform in that position and provided further that they have more seniority than the employee in the chosen classification. An employee who is scheduled to be laid off by reason of staff reduction who has selected a position in another job classification shall be given ninety (90) days from the date of notice of intended layoff to obtain the minimum requirements to perform the job.

## **7.6 Recall**

- 7.6.1 Where the work normally performed by employees on layoff or in lesser positions due to notice of layoff is available and economic conditions warrant recalling the employees, employees who have been laid off or who have taken a lesser position within the bargaining unit shall be given an opportunity to fill their former positions in the inverse order in which they were given layoff notice.

- 7.6.2 Employees laid off due to a reduction in staff, who fail to return to work within eight (8) working days after being notified by registered mail to do so, shall be considered out of service and forfeit all seniority rights unless their reason for not returning is due to illness or other satisfactory reason agreed to by the Employer and the Union.
- 7.6.3 In the event of layoffs, the Employer agrees that it will first offer employment to employees affected by such layoffs before engaging new employees for similar work. Where a former employee is re-employed within twenty-four (24) months of being laid off, such an employee shall be credited with previous service in determining seniority, vacation entitlement, and other benefits based on length of service.
- 7.6.4 Employees laid off due to a reduction in staff, shall be subject to the provisions of Article 5.3 entitled "Seniority Lost" including the responsibility to keep the Employer informed of the employee's current address.

## **7.7 Technological Changes**

Prior to the introduction by the Employer of equipment or material of a different nature or kind than that previously utilized, which specifically affects maintenance and caretaking staff and, which changes the manner in which the work is carried out, and is likely to significantly affect the employees in this bargaining unit, the Employer will give ninety (90) days written notice to the Union, and shall discuss the proposed changes with the Union's representative with a view to minimizing the effect on employees in the bargaining unit. This notice will not be in addition to the notice periods provided for in Article 7.2 Layoff Notice.

## **ARTICLE 8 – DISCIPLINE**

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### **8.1 Notification of Dismissal**

In case of an employee being dismissed for just cause, the employee and the Union shall, be advised by the Employer, in writing, of the reasons for such dismissal.

### **8.2 Disciplinary Process**

#### **Non-Disciplinary Verbal Warnings**

The employer and the Union recognize that it is desirable to advise the employee of their conduct and their professional performance as soon as possible and informally. The employer agrees to consider these warnings in the spirit of cooperation and correction, rather than in the spirit of punishment and shall endeavor to assist the employee in improving their work relationship.

### Progressive Discipline

When the Board is affecting a disciplinary measure with respect to an employee, no action shall be taken other than in the presence of a Union representative unless the employee has waived his right to union representation. The employee will be advised in writing, with a copy to the Union, of any disciplinary measures taken as a result of the disciplinary meeting. The parties recognize the process of progressive discipline as a fair guideline when affecting a disciplinary measure. Examples of this may include, but not limited to, a formal verbal warning, written warning, progressive suspension, termination.

It is also agreed that:

In the 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 Local of the Union;

The Local of the union and the employee shall receive a minimum of four (4) hours notification dependent on severity of individual circumstances, of any meeting related to an employee's conduct. The notice provided shall include information pertaining to the purpose of the meeting, including, but not limited to, whether the meeting involves the employee's personnel record, job performance, or sick incident usage. The union representative shall be given a reasonable opportunity to meet with the employee with no loss of pay or benefits prior to the employee's scheduled meeting with the employer.

### **8.3 Pending investigation**

Pending investigation of the case, an employee may be assigned to home without incurring any penalty, until such time a thorough investigation and report is complete.

### **8.4 Wrongful Action**

An employee considered by the Union to be wrongfully discharged or suspended shall be entitled to a hearing under Article 4 – Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

### **8.5 Reinstatement**

Should it be found, upon investigation, that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in the employee's former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to the employee's normal earnings during the pay period next preceding such discharge or suspension.

### **8.6 Presence of Shop Steward Union Representative**

When an employee is being reprimanded or called into the office of the Superintendent of Human Resource Services or designate, or an out-of-scope supervisor, for the employee's work performance, the employee shall have an elected representative of the Union local present at all times.

## **8.7 Adverse Report**

8.7.1 (a) An employee shall be advised verbally by the Superintendent of Human Resource Services, or designate, of any expression of dissatisfaction concerning work performance or conduct within four (4) calendar days of such event.

(b) If warranted, a report outlining particulars of the work performance or conduct which led to the dissatisfaction shall be prepared by the Superintendent of Human Resource Services or designate and discussed with the employee and the Union within twenty (20) working days of the event of the complaint. If this procedure is not followed, such expressions of dissatisfaction shall not become part of an employee's record for use against the employee at any time. This section shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates directly to the employee's work.

8.7.2 The employee's reply to such a complaint, accusation or expression of dissatisfaction shall become part of the employee's record provided that the Superintendent of Human Resource Service or designate receives this written reply within fifteen (15) working days of the employee's receipt of the written adverse report.

8.7.3 Adverse reports, including letters of reprimand, notification of suspensions, and correspondence related to discipline matters, shall be placed in the employee's personnel file. Such reports shall be deemed irrelevant after forty-eight (48) months from the date of issue with the exception of those reports concerning incidents of questionable conduct involving students or serious, inappropriate, and improper conduct toward staff.

### **8.7.4 Access to Personnel File**

An employee, upon submitting a written/email request to the Superintendent of Human Resource Services, shall be granted access to the employee's personnel file.

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## **ARTICLE 9 – SICK LEAVE**

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### **9.1 Definition**

Sick leave is defined as the period of time an employee is permitted to be absent from work with pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under The Workers' Compensation Act, 1979 and/or The Automobile Accident Insurance Act.

### **9.2 Accumulation of Sick Leave**

9.2.1 Employees are entitled to leave with pay for sick leave up to twenty (20) days in an employment year.



9.2.2 Unused days may be accumulated up to two hundred (200) days.

**9.3 Medical Certificate**

9.3.1 Where an employee is off sick in excess of three (3) consecutive days, a doctor's certificate may be requested at the discretion of the Employer. If such a certificate has been requested, the Employer will pay the doctor's charges, if any, for such a certificate.

**9.4 Notification**

9.4.1 An employee who fails to provide notification of sick leave may be deprived of sick leave benefits; unless the Employer is satisfied that such notification could not reasonably have been expected to have been provided.

9.4.2 Every employee who is absent during working hours on account of sick leave shall notify the immediate supervisor without delay and, in any event, no later than two (2) hours after so absenting himself/herself. Refer to Schedule A for immediate supervisor list.

9.4.3 An employee who cannot report for duty on account of sick leave must to the best of their ability inform their immediate supervisor at least 1.5 (one and one half) hours before the hour the employee is to report for duty.

9.4.4 In the event that an employee is on sick leave or is on a leave of absence, the employee shall make arrangements with the immediate supervisor to cover the employee's shift.

**9.5 Records**

The employer shall provide a statement of accumulated unused sick days on the employee's semi-monthly Earning Statement.

**9.6 Substitute Employee**

After completing three (3) months of continuous service as a substitute employee, a substitute employee shall be eligible for sick leave benefits for the duration of that specific term. Sick leave benefits for substitute employees are not cumulative beyond the specific term of employment.

**9.7 Compulsory Quarantine**

Salary for time lost due to compulsory quarantine shall be paid to the employee to a maximum of 20 working days per fiscal year when certified by a Health Officer and is not chargeable to sick leave.

## **ARTICLE 10 – DUTY TO ACCOMMODATE**

- 10.1** The parties to this agreement acknowledge and commit to the duty to accommodate for disability as required by applicable human rights law. The provisions of the Article shall be administered in accordance with such law. As per Saskatchewan Legislation, RCSD Administrative Application 7571, Saskatchewan Regulations of the Human Right Code, Canadian Medical Association Return to Work Health Information Protection of Privacy Act (HIPPA), Personal Information Protection & Electronic Documentation Act (PIPEDA), Workers' Compensation Legislation, Saskatchewan Employment Act 2014 (note section 2-56.1 referring to interpersonal and sexual violence leave), RCSD Administrative Application 7570 – Managed Rehabilitation.

## **ARTICLE 11 – LEAVE OF ABSENCE**

### **11.1 General Leave**

The Employer may grant an employee a leave of absence with or without pay and without loss or accrual of seniority provided that the request is for good and sufficient reason. The request will be electronically submitted to the Superintendent of Human Resource Services or designate fully outlining all relevant circumstances.

### **11.2 Union Leaves**

11.2.1 Leave of absence without pay, but without loss of seniority, may be granted upon request to the Employer to employees elected or appointed to represent the Union at Union Conventions.

11.2.2 An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for approved Union work or conventions. However, the Union shall reimburse the Employer for all pay during the period of absence.

### **11.3 Leave for Full-time Union Office or Public Office**

An employee who is elected or selected for a full-time position with the Union or anyone with which the Union is affiliated or who is elected to public office may be granted leave of absence without pay but without loss of seniority by the Employer for a period of one year. This period may be extended by the Employer at the end of the year.

### **11.4 For Union Business**

11.4.1 The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, including arbitration or represent the

Union on an Employer approved committee, they shall suffer no loss of pay for time so spent.

11.4.2 The Union agrees to appoint a bargaining committee of not more than six (6) members.

11.4.3 Employees performing the aforementioned duties during periods other than their regular assigned shift shall be granted equal time off, without loss of pay, on a mutually agreed upon day.

11.4.4 The Employer shall provide a substitute for all permanent employees, except maintenance shop staff, who are members of the Union negotiation committee, up to a maximum of eight (8) hours per negotiation session, or length of time away from the work site in the case of Employer approved committees, if required.

### **11.5 Jury/Witness Duty**

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

11.5.1 The employee shall pay to the Employer any remuneration other than expenses, received for jury or witness duty. With respect to the Court of Queen's Bench, the employee, if appearing as a witness shall make application in accordance with "Court of Queen's Bench Fees Regulations" for witness fees.

11.5.2 The employee shall notify the Employer as soon as possible after receipt of notice for such absence.

11.5.3 This Article does not apply to an employee who;

- a) has a direct or indirect interest in the outcome of any proceedings, or
- b) appears as an accused in any proceedings.

### **11.6 Compassionate Leave**

#### **11.6.1 Definitions**

- a) Immediate family is defined to include: spouse, parent, brother, sister, child, guardian, grandchild, grandparent, grandparent-in-law, brother-in-law, sister-in-law, foster parent, parent surrogate, foster child, son-in-law, daughter-in-law, parent-in-law, or any close relative living in the same household.
- b) Extended family is defined to include aunt or uncle, niece or nephew.

11.6.2 **Leaves** In the case of serious illness and/or death:

- a) Leave with pay shall be granted to a maximum of five (5) working days for a member of the immediate family.

- b) Leave with pay shall be granted to a maximum of three (3) working days for a member of the extended family.

#### **11.6.3 Extensions**

The employee may be granted five (5) additional days for compassionate leave of absence at the discretion of the Human Resource Services Superintendent or designate.

#### **11.6.4 Notice**

The employee shall notify the Employer or its representatives at the earliest opportunity of the reasons for the absence, the member of the family involved, and the number of days requested.

#### **11.7 Required Courses Leave**

Where the Employer requests an employee to take a required course for a specific position, which will be of direct benefit to the employee and the Employer, the employee will be reimbursed for the cost of the course upon proof of successful completion. Where time away from work is required for the purposes of this Article, the Employer will provide leave with pay.

#### **11.8 Birth of Child Leave**

Upon request, the father/spouse shall be granted up to (3) consecutive scheduled working days with pay to be taken to commence on the birthdate of the child.

#### **11.9 Maternity Leave**

11.9.1 An employee shall, upon informing employer by written notice, be granted maternity leave without pay and without loss of benefits and with accrual of seniority for the duration of the maternity leave which when combined with parental leave, may be for a period of up to seventy-eight (78) weeks. The maternity leave shall not be more than nineteen (19) weeks.

11.9.2 The application for leave must be made at least (4) weeks prior to the commencement of the leave and must include a doctor's certificate confirming the pregnancy and stating the estimated date of delivery.

11.9.3 Upon the approval of maternity leave from the employer, a temporary replacement for all positions will be posted for the length of time of the leave request.

#### **11.10 Adoption Leave**

11.10.1 Upon request, an employee shall be granted adoption leave without pay and without loss of seniority. The leave shall not be more than nineteen (19) weeks.

11.10.2 The application for leave must be made at least (4) weeks prior to the commencement of the leave and must include a doctor's certificate confirming the pregnancy and stating the estimated date of delivery.

11.10.3 Upon the approval of adoption leave from the employer, a temporary replacement for all positions will be posted for the length of time of the leave request.

#### **11.11 Parental Leave**

11.11.1 Upon request, parental leave without pay and without loss of seniority shall be granted to an employee who is a parent of a newborn child or newly adopted child. The leave shall be up to sixty-three (63) weeks in the case of an employee who is entitled to maternity or adoption leave. The leave shall be up to sixty-three (63) weeks in the case of an employee who is not entitled to maternity or adoption leave.

11.11.2 The application for leave must be made at least (4) weeks prior to the commencement of the leave and must include a doctor's certificate confirming the pregnancy and stating the estimated date of delivery.

11.11.3 Upon the approval of parental leave from the employer, a temporary replacement for all positions will be posted for the length of time of the leave request.

#### **11.12 Procedure Upon Return from Maternity/Parental/Adoption Leave**

The employee returning to work after maternity, parental, or adoption leave shall provide the employer with one (1) month notice. The employee shall be placed in their former position and location with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

#### **11.13 Personal Leave**

Upon request, an employee may be granted up to four (4) days per fiscal year with pay. Personal leave shall include, but not be limited to:

- a) attend to matters which cannot be resolved without personal attendance. They must be emergent and of such nature that they must take place at times which are in conflict with working hours.
- b) attend high school or post-secondary graduation ceremonies of self, child, grandchild or spouse.
- c) attend to the illness, injury, or medical appointments for the employee's dependent parent, dependent child or spouse which cannot be scheduled outside the employee's working hours.
- d) attend cultural, athletic, and/or religious activities at which the employee's presence is required
- e) attend important meetings of voluntary community organizations in which the employee holds key office.
- f) to attend to swearing in ceremonies of new Canadians involving, self, spouse, sons, daughters or parents
- g) to attend the examination required to become a Canadian citizen

- h) excluding the staff retreat day; one personal day for employees who work in schools to be used on a non-instructional school day as applicable to the employee's posted location (elementary, high school) or non-school based employees (maintenance shop, CEC) to be used only on an instructional day;

#### **11.14 Compassionate Care Family Leave**

Upon request, an employee shall be granted compassionate care family leave in accordance with provisions set forth by the Employment Insurance Act as follows:

- a) Employees shall be granted a leave of absence without pay of up to eight (8) weeks to care for a family member who is seriously ill. The employee is not required to take the benefit weeks consecutively.
- b) Family member is defined to include a spouse, a child of the employee or the employee's spouse; and a parent or spouse of a parent.
- c) Employees applying for compassionate care family leave must provide a doctor's certificate stating that a family member suffers from a serious medical condition, with a significant risk of death within twenty-six (26) weeks and that the family member requires the care or support of one or more other family members.
- d) Extension to this leave without pay may be applied for as outlined in article 11.6.3.

#### **11.15 Leaves of Absence Replacement**

The Employer will make every reasonable effort to replace an employee who is on a pre-approved absence or long-term absence for a minimum of five (5) working days covered by this Article or on sick leave. Prior to calling a substitute, the employee(s) on site shall be offered, if qualified and in order of seniority, the opportunity to fill the replacement shift or shifts and their shift would be filled by a substitute.

#### **11.16 Leave of Absence - 13.1 Hours of Work**

Both parties recognize that a multi-year calculation of average hours worked per year is 2087. Regardless of the calendar, employees are only required to work and will be paid for 2080 hours per fiscal year. To accommodate this, upon request, an employee shall be granted one (1) day off per school year with no adjustment to pay. Employees who work in schools to be used on a non-instructional school day as applicable to the employee's posted location (elementary, high school) or non-school based employees (maintenance shop, CEC) to be used only on an instructional day.

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## ARTICLE 12 – PAID HOLIDAYS AND VACATION LEAVE

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### 12.1 Paid Holiday Entitlement

12.1.1 All employees shall have the following holidays off with pay at the regular rates of pay:

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

and any other day proclaimed by the Federal or Provincial Government and all special holidays declared by the Employer.

12.1.2 When a paid holiday falls during an employee's vacation days, day off or day of rest, the employee shall be entitled to one (1) additional day off. The choice of the alternative day off requested by the employee shall be approved by the Superintendent of Human Resource Services or designate. The exception is Easter Sunday which will only be recognized if the employee is scheduled to work on that date.

### 12.2 Vacation Leave Entitlement

12.2.1 Every employee shall receive vacation entitlement as follows:

- a) First year of service – 1.25 days per month (three (3) weeks') vacation with pay
- b) After eight (8) years of service - 1.66 days per month (four (4) weeks') vacation with pay
- c) After sixteen (16) years of service - 2.08 days per month (five (5) weeks') vacation with pay
- d) After twenty-two (22) years of service - 2.5 days per month (six (6) weeks') vacation with pay

12.1.3 Any new employee not having one (1) year of service prior to the commencement of the vacation period shall be allowed vacation leave at the rate of one and one quarter (1.25) working days for each completed month of service up to June 30th. A permanent employee voluntarily leaving the employment of the Employer at any time in their vacation year before the employee has had their vacation shall be entitled to a proportional payment of salary or wages in lieu of such vacation. **Vacation Scheduling**

- 12.3.1 Vacation period for caretaking staff shall be between July 1st and three (3) working days prior to the commencement of school unless alternative times are arranged with the permission of the Superintendent of Human Resource Services or designate. Caretaker Engineers shall, unless granted permission by the Superintendent of Human Resource Services or designate to do otherwise, take the first three (3) weeks of their vacation entitlement during July and August. When an employee who is a Caretaker Engineer or a member of the maintenance staff has become entitled to annual vacation exceeding three (3) weeks, the employee shall not, without the permission of the Superintendent of Human Resource Services or designate, schedule more than three (3) weeks of such vacation entitlement during the months of July and August.
- 12.3.2 Employees earning up to four weeks annual vacation may carry a maximum of one (1) week annual vacation to the next fiscal year. Any request for additional time due to special circumstances shall be made in writing outlining reasons and approved by the Superintendent of Human Resource Services or designate.
- 12.3.3 Employees earning over 4 weeks of annual vacation per year may have a maximum of two (2) weeks annual vacation carried over to the next fiscal year
- 12.3.4 A maximum of one (1) week annual vacation may be scheduled during the teaching days of the school year on approval of the Superintendent of Human Resource Services or designate. The Superintendent of Human Resource Services or designate may approve annual vacation of greater than one (1) week upon receipt in writing outlining reasons for special consideration.

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## **ARTICLE 13 – WORKING CONDITIONS AND BENEFITS**

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### **13.1 Hours of Work**

The normal hours of work shall not exceed eight (8) hours per day, forty (40) hours per week. Employees shall be entitled to a fifteen (15) minute break or rest period in each four (4) hour period worked. An employee working fewer than four (4) hours is not entitled to a break or rest period.

Both parties recognize that a multi-year calculation of average hours worked per year is 2087. Regardless of the calendar, employees are only required to work and will be paid for 2080 hours per fiscal year. See Article 11.16 Leave of Absence for additional details.

### **13.2 Overtime**

- 13.2.1 Scheduled hours of work shall not exceed eight (8) hours in a given day, forty (40) hours in a given week. All time authorized by the Superintendent of Human Resource Services, or designate, as applicable, and worked in excess of eight (8) hours in a given day or forty (40) hours in a given week will be considered as overtime and will be compensated at the rate of one and one half (1.5) times the employee's regular hourly rate of pay of the first two (2) hours of overtime and at the rate of two (2) times the employee's regular hourly rate of pay for all overtime hours thereafter.



13.2.2 Every employee who is called out and required to work outside their regular working hours shall be paid at overtime rates, with a minimum of three (3) hours.

13.2.3 An employee who is required to work on paid holidays, other than special holidays, shall be entitled to a leave of absence with pay of one and one half (1.5) days in lieu of said holidays and at the discretion of the Employer, preference be given to the employee's choice of days, or the employee shall be paid, in addition to regular pay, one and one half (1.5) times or two (2) times the regular pay for the holiday worked.

13.2.4 Payment of overtime shall be accompanied by a statement.

13.2.5 Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate at a time mutually acceptable to the Superintendent of Human Resource Services and the employee.

### **13.3 Scheduling**

Elementary Caretakers schedule of hours shall be as follows:

On teaching days: 7:00 a.m. – 11:00 a.m. and 1:00 p.m. – 5:00 p.m.

Afternoon shift: 3:00 p.m. – 11:00 p.m.

Through the entire afternoon shift, all employees are on call in the event they are needed and must remain at the work site.

On non-teaching days only: 7:00 a.m. – 3:00 p.m.

High School Caretakers schedule of hours shall be as follows:

Day shift: 7:00 a.m. – 3:00 p.m.

Yardperson/Caretaker shift: 12:00 p.m.- 8:00 p.m.

Afternoon shift: 3:00 p.m. – 11:00 p.m.

Through the entire afternoon shift, all employees are on call in the event they are needed and must remain at the work site.

On non-teaching days, the afternoon shift (including 12:00 p.m.-8:00 p.m.) may be worked as 7:00 a.m. – 3:00 p.m.

Maintenance Shop positions schedule of hours shall be as follows:

Day shift: 7:50 a.m. – 4:20 p.m.

For the purpose of achieving optimal working conditions that do not disrupt school operations, hours of work may be changed for any maintenance shop positions. Notice of 5 working days will be provided and working hours commence not earlier than 6:30 am and end no earlier than 3:00 p.m.

With the exception of casual employees, all shifts for all classifications shall be scheduled and worked Monday through Friday.

#### **13.4 Payment of Wages**

- 13.4.1 Salaries of permanent employees shall be paid in accordance with the rates as set out in Schedule "A" on a semi-monthly basis not later than the 15<sup>th</sup> and the last day of the month. In the event the 15<sup>th</sup> and the last day of the month fall on a Saturday or Sunday, payment shall be advanced to the preceding Friday
- 13.4.2 Casual and substitute employees shall be paid in accordance with the rates set out in Schedule "A" for all hours worked within six (6) days following the end of each semi-monthly period that they are employed"
- 13.4.3 In the event an employee has started work and is sent home before completing three (3) hours, they shall be paid for three (3) hours.

#### **13.5 Travel Expense Reimbursement**

- 13.5.1 Employees who are required by the Employer to travel (within the City of Regina) in the performance of their duties and who are authorized by the Superintendent of Human Resource Services to claim a travel expense shall be reimbursed for such travel at the established rate, that being the average of the kilometric rates paid to employees of the Saskatchewan Teachers' Federation, the Saskatchewan School Boards' Association and the Saskatchewan Public Service Commission. These rates will be reviewed semi-annually and adjusted accordingly.
- 13.5.2 Travel expense reimbursement requests shall be submitted on a form prescribed by the Superintendent of Business and Finance.
- 13.5.3 No payment shall be made for travel between the employee's home address and designated place of employment.
- 13.5.4 Travel expense claims shall be submitted monthly by all employees and reimbursement shall be paid on a monthly basis to all employees traveling in excess of one hundred (100) kilometers per month. However, employees traveling fewer than one hundred (100) kilometers per month shall submit a request for reimbursement of travel expenses on the last day of the month in which they accumulate one hundred (100) or more kilometers.
- 13.5.5 Notwithstanding Article 13.5.4, employees shall have the option of receiving their travel expense reimbursement upon submission or on an annual basis payable in December of each year.
- 13.5.6 Maintenance department personnel shall begin and end their daily travel logs after the first place of work attended for the day and end at the last address worked for the day.
- 13.5.7 Whenever maintenance staff are authorized by the Controller of Plant and Accommodation, or designate, to transport materials in their own vehicles, other than their "tools of the trade", from one location to another, they shall be paid at a rate ten percent (10%) higher than the rate specified in Article 13.5.1. It is further understood that should the application of this Article result in a kilometric rate in excess of the

maximum allowed by Canada Revenue Agency guidelines, the kilometric rate specified by the Canada Revenue Agency shall apply.

### **13.6 Employee Benefits Plan**

All permanent employees covered by this agreement shall be eligible to participate in the SSBA administered Group Benefits Plan which shall be funded as follows:

<u>Benefit</u>	<u>Premium</u>	
a) Group Life Insurance	Employer 50%	Employee 50%
b) Accidental Death and dismemberment	Employer 50%	Employee 50%
c) Dental Insurance Plan "C"	Employer 100%	Employee 00%
d) Extended Health Care Plan "B"	Employer 100%	Employee 00%
e) Long Term Disability with C.O.L.A.	Employer 100%	Employee 00%
f) Vision Care Plan "B"	Employer 100%	Employee 00%

### **13.7 Supplemental Unemployment Benefits Plan**

13.7.1 In recognition that there will be a health-related portion of every maternity leave during which a woman will be medically unfit for duties for health-related reasons due to pregnancy, delivery or post-delivery, benefits for this period will be paid under the provisions of a Supplemental

Employment Benefits Plan (SEB Plan) designed by boards of education in accordance with the registration requirements of the Benefits Program, Canada Employment, and Immigration.

13.7.2 All the following conditions must be met for an employee to be awarded benefits from the SEB Plan:

- a) The employee must be on maternity leave.
- b) The employee must be unable to work for health reasons resulting from pregnancy, delivery, or post-delivery as supported by a medical certificate.
- c) The employee must be in receipt of Employment Insurance benefits or in the period between the date of birth and the conclusion of the one-week waiting period.

13.7.3 An employee who is eligible for SEB Plan benefits in accordance with 13.7.2 shall be entitled to such benefits of seventeen (17) weeks maximum commencing the estimated or actual date of delivery whichever date is first.

13.7.4 Calculation of benefits for the period of eligibility shall be determined, daily to supplement the Employment Insurance Benefit received to 95% of salary entitlement. Once the necessary documentation is received, required under the SEB Plan registration rules.

13.7.5 Application on SEB plan forms must be made no later than one hundred and twenty (120) days after the date of delivery.

### **13.8 Employee Pension Plan**

Employees are required, as a condition of employment, to become members of the pension plan sponsored by the Employer or such other Plan as the Employer shall arrange by agreement with its employees.

### **13.9 Retirement/Severance Benefit**

13.9.1 Employees who commenced employment prior to September 5, 1980, shall receive a retirement/severance benefit according to the schedule below:

After twenty (20) + years of service, 70% of the accumulated sick leave benefit.

13.9.2 The benefits payable under this Article shall be calculated by multiplying the rate of pay of the employee effective January 1st, 1984 (without applying retroactive decreases) times the applicable percentage times the number of days accumulated. For the purpose of this Article only, from and after January 1st, 1984, an employee to whom the provisions of this article apply shall be entitled to maintain sick leave credits attained on completion of five (5) years of employment regardless of subsequent illnesses. This Article shall not affect the maximum accumulation possible.

13.9.3 The surviving spouse, or dependent child or parent of an employee, who dies, having become entitled to any of the benefits set out in this Article and before payment thereof, shall be entitled to receive the benefits due such employee as if the employee had retired on the date of the employee's death. An employee diagnosed with a terminal illness shall have access to this benefit at their discretion.

13.9.4 Employees who elect pursuant to Article 13.8.3 to remain on staff following their sixty-fifth (65th) birthday shall have their benefits hereunder calculated as of the date of their sixty-fifth (65th) birthday based upon accumulated days at that date and utilizing the employee's rate of pay on January 1st, 1984 (without applying retroactive decreases) and upon the date of actual retirement shall receive payment of same. No accumulation hereunder shall take place past age sixty-five (65)

13.9.5 An employee who retires due to age or disability and who has completed at least five (5) years of service with the Employer shall receive one (1) additional week of paid vacation prior to retirement, provided same is taken immediately prior to retirement.

### **13.10 Service Pay**

An employee who retires due to age or disability and who has completed at least five (5) years of service with the Employer shall receive service pay equal to two and one half (2.5) day's pay for each year of service with the Employer to a maximum of seventy-five (75) days accumulation.

### **13.11 Workers Compensation Supplement**

If an employee is prevented from performing his/her regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board

as compensable within the meaning of the Compensation Act, the Employer will supplement the Award made by the Compensation Board for loss of wages to the employee by such an amount that the Award of the Compensation Board for loss of wages together with the supplementation of the Employer, will equal the employees regular net pay. It is understood that the supplementation will continue for a period not in excess of six (6) months for any one accident; it being further understood that the Employer's obligation hereunder shall cease when an employee becomes qualified for benefits under any income continuance program adopted by the Employer which provides full income continuance benefits.

Regular net pay shall be defined as the net pay in the month proceeding the initial lost time at work or the average monthly net pay in the twelve (12) months preceding the initial lost time at work, whichever is greater. Either shall exclude extraordinary payments or deductions. If the month preceding the initial lost time at work includes retroactive pay, net pay for that month shall be recalculated to average the retroactive pay over the applicable period. When a negotiated economic salary increase takes effect, the net pay shall be recalculated based on regular monthly earnings at the new rate and, if the recalculated net pay is higher than the previous net pay, the supplement shall be adjusted accordingly (with no retroactivity). Each employee shall receive a photocopy of the Workers' Compensation Benefits Statement for benefits received.

This provision shall not apply to accidents which occur while an employee is engaged in activities not related to the employee's duties with the Employer.

### **13.12 Safety**

13.12.1 The Union and the Employer recognize that occupational health and safety is a shared concern. They will cooperate on promoting and improving rules and practices with respect to working conditions, which will enhance the physiological, psychological and social wellbeing for all employees.

13.12.2 An Occupational Health and Safety Committee shall be established and composed of up to two (2) representatives of the Employer, and up to two (2) representatives of the employees. Both parties in making their appointments shall be motivated by the need for selecting people who will be best capable of promoting safety on the job.

- a) An Occupational Health and Safety Committee shall hold meetings as requested by the Union or by the Employer and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.
- b) Minutes of all Occupational Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union.
- c) Time spent by employees in performance of their duties, as members of the joint Occupational Health and Safety Committee shall be considered as time worked and payment shall be on a basis of straight time.
- d) The Occupational Health and Safety Committee shall be allocated an annual budget of \$4,500 the purpose of developing and approving various preventative equipment and devices required to enhance the overall safety and well-being of employees in their work environment. It is understood that said equipment and/or devices would be those that would be in addition to any such required under

provincial legislation, one hundred percent (100%) of the unexpended balance of the Labour Management Committee Letter of Understanding shall be allocated to the annual budget.

Within the \$4,500 annual budget, \$1,500 shall be allocated for the purpose of supporting members with accessing the Employee Benefit Plan while on long term disability leave or WCB leave. Up to one hundred (100) percent of the unexpended balance shall remain in the LOU account with the accumulated balance in the LOU account not to exceed \$9,000 as of August 31<sup>st</sup> in any given fiscal year.

e) The terms of reference of this committee shall be in compliance with provincial legislation.

13.12.3 All employees working in any dirty or dangerous capacity shall be supplied with, and expected to use, all necessary tools, safety equipment and protective clothing where needed.

13.12.4 First Aid Kits shall be maintained and placed in each of the facilities and vehicles. The OH&S committee will replenish kits as needed.

13.12.5 Time off for Health and Safety Training

Where an employee, on behalf of the Employer, attends a training program, seminar, or course of instruction on health and safety matters such attendance will be considered time worked and the employee shall suffer no loss of pay or benefits.

### **13.13 Proper Accommodation**

Proper accommodation shall be provided for in all schools and shops for employees to have their meals and keep their clothes.

### **13.14 Present Conditions and Benefits for pre-July, 2004 Employees**

Employees of the Employer, who commenced their employment prior to July 1, 2004, shall continue to enjoy, receive, and possess all rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer insofar as they are consistent with this Agreement, which, however, may be modified by mutual agreement between the Employer and the Union.

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## **ARTICLE 14 – ALLOWANCES**

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#### **14.1 Portable Classroom Caretaking Allowance**

- 14.1.1 The portable classroom allowance shall be \$120.00 per month including the link.
- 14.1.2 Effective September 1st, 2023 the portable allowance shall be \$121.50 per month including the link.
- 14.1.3 Portable Classroom Caretaking Allowance shall be calculated at Caretaker start rate at time and a half.
- 14.1.4 The Caretaker-in-charge in each elementary school where portable classrooms exist shall have first option to clean portable classrooms and the corridors linking these classrooms.  
  
Part-time caretakers in each elementary school where portable classrooms exist shall have second option to clean portable classrooms and the corridors linking these classrooms.
- 14.1.5 Both parties recognize that the above-noted provisions are better than The Saskatchewan Employment Act with respect to Section 8 – Hours of Work and Overtime Pay. The rate for anticipated work exceeds current standard overtime pay rate.
- 14.1.6 Both parties recognize that the cleaning of the portables would be outside of the permanent working schedule of the employee who accepts responsibility for portables and that time to clean each portable would be similar in nature to a classroom of 15 minutes.  
  
On student non-contact days cleaning of the portables may take place during the scheduled workday.
- 14.1.7 An employee responsible for cleaning the portable(s) for a complete month shall be compensated at the monthly rate. An employee will be compensated at a prorated rate for any assigned time other than a complete month.

#### **14.2 Caretaker Fireman's Certification Allowance**

A \$40.00 per month Caretaker Fireman's Certification Allowance shall be paid to all eligible employees requiring such certification. The Employer shall reimburse eligible employees costs associated with licensing fees required to maintain Fireman's certification. Reimbursement shall be made upon proof on payment provided to the Employer by the employee.

#### **14.3 Shift Differential Pay**

Employees who work on a shift that commences at 12:00 pm, or later shall be paid \$0.75 per hour in addition to their regular rate of pay.

A Caretaker Engineer in charge of heating equipment with a total capacity over 500 horsepower, manufacturer's rating, shall receive an additional \$40.00 per month.

#### **14.4 Winter Allowance**

Caretakers/Yardpersons shall be paid a winter allowance of \$40.00 per month for the months of November to February inclusive.

#### **14.5 Work Boot Reimbursement**

A boot reimbursement of \$250.00 per annum shall be paid to those employees requiring steel-toed boots for their assignment. Where the Employer requires safety shoes or boots to be worn; (current RCSD maintenance shop employees), and upon proof of original receipt, the Employer will pay to the employee a safety shoe or boot reimbursement up to two hundred and fifty (\$250.00) dollars annually.

Caretaker Engineers, Maintenance Mechanic, Yard Person/Caretaker shall receive up to \$250 every two years upon proof of original receipt.

To be eligible to receive the boot reimbursement, an employee must have served a minimum of six (6) months in the Division. If an employee retires or leaves the position within two months of receiving the annual boot reimbursement, the employee will reimburse the school division for the boot allowance paid to the employee.

Safety shoes or boots must be Canadian Standards Association approved and be in serviceable condition as determined by the employee's supervisor or designate.

#### **14.6 Substitute and Casual Pay**

Employees working as substitutes and employees working as casuals (excluding student employment) shall be paid at one hundred percent (100%) of the starting rate for the job in which they are working for the first one thousand and forty (1,040) hours of accumulated service with the Employer. All service with the Employer shall be credited for the purposes of the one thousand and forty (1,040) hours accumulation, whether the service is continuous or broken, and such accumulation beginning July 1, 1995.

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### **ARTICLE 15 – TERMS OF AGREEMENT**

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#### **15.1 Duration**

This agreement shall be in force and in effect from September 1, 2021 to August 31, 2024 and from year to year hereafter unless notification of desire to amend the Collective Agreement is given as per Article 14.2.

#### **15.2 Written Notice**



Either party may, not less 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 to negotiate a revision thereof.

**15.3 Retroactivity**

This Agreement further provides for its continuation during any negotiation period and all terms and conditions herein contained shall apply, unless otherwise stated, retroactive to August 31, 2021.

Employees who are deceased or have resigned or retired on or after shall be eligible for retroactive pay and benefits based on all paid hours up to and including the date of death, resignation, or retirement.

## SCHEDULE A: Salary Allowances and Classification Schedule

	Start Wage		After 1 Year		After 2 Years		Supervisor
	Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate	Hourly Rate	Monthly Rate	
Effective September 1, 2021							
Assistant Handyman/Truck Driver	20.95	3,631.03	22.11	3,832.75	23.28	4,034.48	Operations
Caretaker, Caretaker/Yardperson/Labourer	20.95	3,631.03	22.11	3,832.75	23.28	4,034.48	Custodial
Head Caretaker	22.82	3,954.90	24.08	4,174.62	25.35	4,394.34	Custodial
Maintenance Mechanic	23.31	4,040.05	24.60	4,264.49	25.90	4,488.94	Custodial
Handyman, Truck/Tractor Operator	25.98	4,502.48	27.42	4,752.61	28.86	5,002.75	Operations
Painter	27.20	4,714.50	28.71	4,976.42	30.22	5,238.33	Construction
Caretaker Engineer	29.49	5,111.83	31.13	5,395.82	32.77	5,679.80	Custodial
Carpenter	30.48	5,283.78	32.18	5,577.32	33.87	5,870.86	Construction
Effective September 1, 2022							
Assistant Handyman/Truck Driver	21.37	3,703.65	22.55	3,909.41	23.74	4,115.17	Operations
Caretaker, Caretaker/Yardperson/Labourer	21.37	3,703.65	22.55	3,909.41	23.74	4,115.17	Custodial
Head Caretaker	23.27	4,034.00	24.57	4,258.11	25.86	4,482.23	Custodial
Maintenance Mechanic	23.77	4,120.85	25.10	4,349.78	26.42	4,578.72	Custodial
Handyman, Truck/Tractor Operator	26.50	4,592.53	27.97	4,847.66	29.44	5,102.81	Operations
Painter	27.74	4,808.79	29.28	5,075.95	30.83	5,343.10	Construction
Caretaker Engineer	30.08	5,214.06	31.75	5,503.73	33.42	5,793.40	Custodial
Carpenter	31.09	5,389.46	32.82	5,688.87	34.55	5,988.27	Construction
Effective September 1, 2023							
Assistant Handyman/Truck Driver	21.69	3,759.20	22.89	3,968.05	24.10	4,176.90	Operations
Caretaker, Caretaker/Yardperson/Labourer	21.69	3,759.20	22.89	3,968.05	24.10	4,176.90	Custodial
Head Caretaker	23.62	4,094.51	24.94	4,321.99	26.25	4,549.46	Custodial
Maintenance Mechanic	24.13	4,182.66	25.47	4,415.03	26.81	4,647.40	Custodial
Handyman, Truck/Tractor Operator	26.89	4,661.42	28.39	4,920.38	29.88	5,179.35	Operations
Painter	28.16	4,880.92	29.72	5,152.08	31.29	5,423.24	Construction
Caretaker Engineer	30.53	5,292.27	32.23	5,586.29	33.93	5,880.30	Custodial
Carpenter	31.56	5,470.30	33.31	5,774.20	35.07	6,078.10	Construction

For employees beginning employment on or after January 1, 2009 each salary increment shall be payable upon the anniversary date of the commencement of employment with the Employer for full time staff and in the month following the completion of two thousand and eighty (2,080) hours of work for staff assigned to work less than full time. For employees who move from classification to classification, the service necessary to reach a higher increment in a higher classification shall be cumulative if accrued on a continuous basis.

- **Probation Period:** The rate of pay shall be one hundred (100%) of the starting rate of the employee's classification during the six (6) months' probation period.

## SIGNATORIES

SIGNED ON BEHALF OF THE REGINA  
CATHOLIC SCHOOLS CUPE NO. 1125  
BARGAINING COMMITTEE

SIGNED ON BEHALF OF THE REGINA  
ROMAN CATHOLIC SEPARATE SCHOOL  
DIVISION #81

CUPE President

*Vicky Bonnell*

RCSSD #81 Board Chair

*[Signature]*  
CUPE Vice-President  
(witness)

*[Signature]*  
Director of Education  
(witness)

*[Signature]*  
CUPE Recording Secretary  
(witness)

*[Signature]*  
Chief Financial Officer  
(witness)

*[Signature]*  
Superintendent, Human Resource Services  
(witness)

*May 2, 2022*  
Dated:

*May 2, 2022*  
Dated: