

COLLECTIVE AGREEMENT

BETWEEN

**PRAIRIE VALLEY SCHOOL DIVISION
(Hereinafter called the “Employer”)**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 5252
(Hereinafter called the “Union”)**



September 1, 2024 – August 31, 2027

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This agreement made **on treaty land, referred to as Treaty 4 Territory and in RM of Sherwood**, in the Province of Saskatchewan this 4th day of July, 2024.

Between: The Board of Education of the Prairie Valley School Division No. 208 of Saskatchewan (hereinafter called “the **Employer**”)

And: Canadian Union of Public Employees, Local 5252 (hereinafter called “the Union”)

PREAMBLE

WHEREAS it is the desire of both parties to this agreement to maintain and improve harmonious relations between the **Employer** and the Union, to promote co-operation and understanding between the **Employer** and its employees, to recognize the mutual value of joint discussions and negotiations on matters pertaining to wages and working conditions, to encourage efficiency of operation, and to promote the morale, well-being and security of all the employees in the bargaining unit of the Union, the parties of this Agreement do hereby enter into, establish and agree to the following terms:

ARTICLE 1 – DEFINITIONS

1.1 Permanent Employee

One who is hired to fill a permanent full-time or part-time position.

1.2 Term Employee

A term position is a temporary position that exceeds three (3) consecutive calendar months or more of active employment (i.e. Maternity, sick leave, etcetera). When the **Employer** becomes aware that a term position is required, the position shall be filled in accordance with Article 12 of the Collective Agreement. Non-student attendance days, statutory holidays and other designated interruptions in the school year, excluding summer break for ten (10) month employees, do not constitute a break in service. Term positions will not extend beyond one (1) school year except when replacing an employee on leave.

1.3 Casual Employee

One who is hired to provide short-term replacement or to perform work of an emergent nature. A **casual** employee is hired for less than three (3) consecutive calendar months of active employment and does not accumulate seniority.

- 1.4 Ten (10) Month Employee**
Ten (10) month employees shall be defined as those employees whose employment commences on or before the start of the academic year. The academic year is the portion of the school year commencing on the first school day and ending on the last school day of that school year as determined by the Employer.
- 1.5 Twelve (12) Month Employee**
Twelve (12) month employees shall be defined as those employees that work twelve (12) months per year.

ARTICLE 2 – RECOGNITION

2.1 Bargaining Unit

2.11 Bargaining Unit Defined

Educational Assistants in the following schools: Balcarres, Bert Fox, Broadview, Cupar, Dr. Isman, Fort Qu'Appelle Elementary, Grenfell Elementary, Grenfell High, Indian Head Elementary, Indian Head High, James Hamblin, Kelliher, Kennedy Langbank, Kipling, Lipton, McLean, Milestone, Montmartre, North Valley Elementary, North Valley High, Robert Southey, Sedley, Vibank, Whitewood and Wolseley High.

Administrative Assistants in the following schools: Balcarres, Bert Fox, Broadview, Cupar, Dr. Isman, Fort Qu'Appelle Elementary, Grenfell Elementary, Grenfell High, Indian Head Elementary, Indian Head High, James Hamblin, Kelliher, Kennedy Langbank, Kipling, Lipton, McLean, Milestone, Montmartre, North Valley Elementary, North Valley High, Robert Southey, Sedley, Vibank, Whitewood and Wolseley High.

Library Assistants in the following schools: Balcarres, Bert Fox, Broadview, Cupar, Dr. Isman, Fort Qu'Appelle Elementary, Grenfell Elementary, Grenfell High, Indian Head Elementary, Indian Head High, James Hamblin, Kelliher, Kennedy Langbank, Kipling, Lipton, McLean, Milestone, Montmartre, North Valley Elementary, North Valley High, Robert Southey, Sedley, Vibank, Whitewood and Wolseley High.

Social Workers in the following schools: Balcarres, Bert Fox, Broadview, Cupar, Dr. Isman, Fort Qu'Appelle Elementary, Grenfell Elementary, Grenfell High, Indian Head Elementary, Indian Head High, James Hamblin, Kelliher, Kennedy Langbank, Kipling, Lipton, McLean, Milestone, Montmartre, North Valley Elementary, North Valley High, Robert Southey, Sedley, Vibank, Whitewood and Wolseley High.

Bus Drivers in the following schools: Balcarres, Broadview, Cupar, Dr. Isman, Grenfell Elementary, Grenfell High, Kelliher, Kennedy Langbank, Kipling, Lipton, Montmartre, North Valley Elementary, North Valley High, Robert Southey, Sedley, Vibank, Whitewood and Wolseley High.

Nutrition Coordinators in the following schools: Balcarres, Bert Fox, Fort Qu'Appelle Elementary, Grenfell Elementary, Grenfell High, Kipling, Vibank Regional, Kelliher, Lipton, James Hamblin, Indian Head High, Broadview and Whitewood.

Caretakers in the following schools: Broadview, Cupar, Kelliher, Kennedy Langbank, Kipling, Lipton, Milestone, Robert Southey, Whitewood, Balcarres, Bert Fox, Dr. Isman, Fort Qu'Appelle Elementary, Grenfell Elementary, Grenfell High, Indian Head Elementary, Indian Head High, James Hamblin, McLean, Montmartre, North Valley Elementary, North Valley High, Sedley, Vibank, Wolseley High.

School Outreach Liaisons in the following schools: Balcarres, Bert Fox, Broadview, Cupar, Dr. Isman, Fort Qu'Appelle Elementary, Grenfell Elementary, Grenfell High, Indian Head Elementary, Indian Head High, James Hamblin, Kelliher, Kennedy Langbank, Kipling, Lipton, McLean, Milestone, Montmartre, North Valley Elementary, North Valley High, Robert Southey, Sedley, Vibank, Whitewood and Wolseley High.

2.12 New Schools/Locations

If new schools and/or locations are opened within the current CUPE communities of Prairie Valley School Division No. 208, the **Employer** and the Union shall negotiate the scope of employees at those locations.

2.2 No Other Agreements

The **Employer** recognizes and acknowledges the Union as the sole collective bargaining agent of the employees who are within the scope of this agreement. No employees shall be required or permitted to make a written or verbal agreement with the **Employer** or its representatives.

2.3 Management Functions

Subject to the provisions of this Agreement, the Union recognizes the right, duty and responsibility of the **Employer** to organize the operation of the work force employed by the Prairie Valley School Division No. 208 to maintain order, discipline and efficiency and to manage and direct employees in their duties.

2.4 Staff Changes

The Employer agrees to notify the Union within seven (7) days of all new employees hired who fall within the scope of the bargaining unit.

The Union shall be notified of all **full-time equivalent (FTE)** changes of any member of the local.

2.5 Employer Will Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Check-off.

2.6 Union Officials

Annually, the Union will supply the **Employer** with a list of officers and shop stewards and advise of any changes that occur during the annual period.

2.7 No Cessation of Work

The parties agree that during the term of this Agreement there shall be no strike, slow down, stoppage of work, work to rule or sympathy strike on the part of the Union and its members, nor a lock-out by the **Employer**.

ARTICLE 3 – NO DISCRIMINATION

3.1 Employer and Union Shall Not Discriminate

The parties agree there will be no discrimination in accordance with *The Saskatchewan Human Rights Code* and no harassment in accordance with *The Saskatchewan Employment Act*, nor by reason of membership or activity in the Union.

ARTICLE 4 – UNION SECURITY

4.1 Union Security

Every 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.

Every new employee shall, within thirty (30) days after the commencement of the employee's employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of the employee's employment.

Notwithstanding paragraphs 1 and 2, any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of the employee's employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

4.2 Volunteers

The parties recognize the value of community engagement and participation in Prairie Valley School Division, however the **Employer** agrees that no employee shall be laid off or have their hours of work reduced due to the utilization of volunteers. Volunteers are not to perform the work of the bargaining unit members on a scheduled or regular basis.

4.3 Contracting Out

The **Employer** agrees that no bargaining unit member shall be laid off or suffer a reduction in hours of work as a result of the **Employer** contracting out work or services performed by bargaining unit members.

ARTICLE 5 – CHECK-OFF

5.1 Dues Deductions

The **Employer** agrees, upon written request of the Union accompanied by signed authorization cards, to deduct from the pay of employees the amount of union dues so authorized. The total sum so deducted shall be remitted by **the agreed upon method** to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month, accompanied by a list of names of all employees for and on behalf of whom such deductions have been made.

5.2 Dues Receipts

The amount of union dues paid by union members shall be included on their income tax (T4) slip.

ARTICLE 6 – TRIAL PERIOD FROM IN-SCOPE TO OUT-OF-SCOPE

6.1 Employees who accept a temporary out-of-scope position with the Employer shall:

- a. Upon request, be provided with an unpaid leave of absence from their in-scope position for a period that aligns with the temporary out-of-scope position.
- b. Be allowed up to a thirty (30) calendar day trial period in the out-of-scope position. If the employee exercises their right to return during the trial period, they will revert to their former position at the appropriate rate of pay for the position.
- c. At the end of the temporary term, the employee will revert to their former position at the appropriate rate of pay for the position.
- d. Have their seniority maintained and accrue during their leave of absence.
- e. During the duration of the temporary out-of-scope position continue to have union dues deducted from each pay period for the purpose of maintaining seniority. The dues shall be calculated on the employee's in-scope rate of pay.

ARTICLE 7 – DISCIPLINE AND DISMISSAL

7.1 Progressive Discipline

The parties agree to the principles of progressive discipline. Progressive discipline is a process of dealing with job related behaviour or performance that does not meet expected standards. The primary purpose of progressive discipline is to assist the employee in understanding the issue and improving performance and/or behaviour.

The parties to this agreement recognize the usual steps of progressive discipline may include:

- Verbal correction/reprimand
- Written correction/reprimand
- Suspension
- Termination

It is understood that the normal progression through the steps may be altered depending on circumstances.

7.2 Just Cause

No employee who has completed their probationary period shall be disciplined or dismissed except for just cause.

7.3 Suspension or Dismissal

Where, in the opinion of the Employer, the conduct of an employee is such to warrant suspension or dismissal, the employee shall be advised by the Director or designate. The suspension or dismissal shall be confirmed in writing within three (3) working days. The letter shall outline the reason for the suspension or dismissal and the effective date. Such letter shall be copied to the Union. The Union shall have the right to appeal the decision through the grievance procedure.

7.4 Right to Representation

If the Employer wishes to initiate a disciplinary or potentially disciplinary meeting with an employee, the employee shall be advised in advance of the nature of the incident or the event to be discussed and shall be advised of their right to have a union representative present. Should the Employer not follow this process, there shall be no record on the employee's file of the meeting.

7.5 Investigation

Where an allegation of serious misconduct is made against an employee, the Employer may assign the employee to home with pay pending an investigation. Following an investigation, further suspension may be with or without pay.

ARTICLE 8 – GRIEVANCES

8.1 Definition of a Grievance

A grievance exists when there is a dispute or difference of opinion between the **Employer** and the Union or any employee as to the interpretation of any provision of this Agreement and the dispute or difference has not been resolved following an informal discussion between the parties involved; or where it is alleged a disciplinary sanction is unjust.

8.2 Procedure

The **Employer** and the Union agree that the grievance and arbitration procedure should be an efficient and expeditious mechanism for the resolution of grievances and without any disruption or stoppage of work. The employee and/or the Union representative are encouraged to discuss a complaint with the immediate supervisor. The Union and the **Employer** shall make every effort to resolve disputes prior to commencing the formal grievance procedure. If these efforts are unsuccessful, the agreed procedure for the resolution of grievances shall be as follows:

Step 1

- In the event of a grievance arising, the grievance shall be presented, within twenty (20) calendar days of the event(s) giving rise to the grievance, to the Director or designate and a copy forwarded to the immediate supervisor.
- The employee concerned, a shop steward or a representative of the Canadian Union of Public Employees and the immediate supervisor and the Director or

designate shall meet to discuss the grievance within fourteen (14) calendar days of its receipt.

- A decision shall be rendered to the Union in writing within fourteen (14) calendar days of such decision.

Step 2

- Failing agreement under Step 1, a written application for a hearing may be made by the Union to the Board within fourteen (14) calendar days of receipt of the decision at Step 1.
- Such hearing shall occur at the next regular meeting of the Board following receipt of the applications. The Board shall send its decision, in writing, to the Union within fourteen (14) calendar days of the hearing.

Step 3

A grievance that cannot be resolved through the above may be referred to a Board of Arbitration within fourteen (14) calendar days following receipt of the Board's decision at Step 2. The party making the referral shall name its nominee to the Board of Arbitration in the letter of referral. The party receiving the referral shall respond in writing with the name of its nominee to the Board of Arbitration within fourteen (14) calendar days of receiving the referral. The two nominees will select a mutually agreeable chairperson for the Board of Arbitration. Where the parties' nominees fail to agree on a chairperson within fourteen (14) calendar days of the second nominee's appointment, either party may request that the Chairperson of the Saskatchewan Labour Relations Board appoint a chairperson for the Board of Arbitration.

8.3 Decision of the Board of Arbitration

The Board of Arbitration shall render a final and binding decision within thirty (30) calendar days. The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board of Arbitration.

The Board of Arbitration shall:

- not have the power to change this Agreement, or to alter, modify or amend any of its provisions;
- be limited to dealing with the issues, which are submitted to it for arbitration.

8.4 Time Limits

Failure on the part of the **Employer** to reply within the prescribed time limits shall give the Union the right to proceed to the next step. If the Union does not take the grievance to the next step within the prescribed time limits, the grievance shall be deemed to have been settled. Time limits may be extended by mutual agreement between the parties.

8.5 Expenses

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

8.6 Loss of Pay

The employee concerned and the shop steward as identified in **Article 8.2 Step 1** shall suffer no loss of pay in attending the discussions and hearings specified under **Article 8.2 Step 1** and **Step 2**.

8.7 Accessibility to Employer Premises and Investigation

All reasonable arrangements will be made to permit a union officer who is in the **Employer's** premises to view working conditions that may be relevant to the settlement of a grievance. The union officer shall make **their** presence known, seek and obtain permission from the immediate supervisor of the facility, and in the case of a school, to the Principal of the school.

ARTICLE 9 – PROBATION

9.1 Probationary Employees

9.11 Probationary Period

A permanent employee shall be on probation during the first six (6) consecutive calendar months of active employment worked, excluding summer break for ten (10) month employees, and entitled to all the rights and privileges of the Agreement, except that the employment of such employee may be terminated for reasons of unsuitability. After completion of the probationary period, seniority shall be effective from the original date of hire.

Under a term contract, six (6) consecutive calendar months of active employment shall fulfill probation requirements.

If a member changes job classifications, the member shall be on probation during the first six (6) consecutive calendar months, excluding summer break for ten (10) month employees.

By mutual agreement between the Union and the **Employer**, the probationary period may be extended.

ARTICLE 10 – SENIORITY

10.1 Seniority Defined

Seniority is defined as the length of service in the bargaining unit commencing from the first day of employment with the **Employer** or predecessor **Employer** and shall include service with the **Employer** or predecessor **Employer** prior to certification of the Union. Seniority shall be applied on a bargaining unit wide basis, including permanent and term service but not **casual** service.

10.2 Seniority List

The **Employer** agrees to post an up-to-date seniority list on **the Employer's intranet** and update quarterly. Upon proof of error, the **Employer** will immediately revise the seniority list.

10.3 Loss of Seniority

An employee shall lose seniority only in the event of:

- a. Discharge for just cause.
- b. A continuous **layoff** in excess of fifteen (15) consecutive months.
- c. Resigning from their bargaining unit position.
- d. Retiring or resigning from the employ of the **Employer** in writing.
- e. No employment contract for fifteen (15) consecutive months for a term employee.

10.4 Employee Responsibilities

It is the responsibility of the employee to keep the **Employer** informed of the employee's current mail and/or email address.

ARTICLE 11 – LAYOFFS AND RECALL

11.1 Role of Seniority in Layoffs

- a. A **layoff** shall be defined as a reduction in the workforce or an **Employer** initiated reduction in the employee's hours of work.
- b. The **Employer** recognizes the value of long service in the provision of quality education. Where a staff reduction is necessitated, representatives of the **Employer** and the Union shall review the staff reassignment options, including **layoff**.
- c. Taking into account the necessary qualifications, including education, knowledge, skills, abilities and seniority of the staff in that classification and in consideration of educational needs of students, the representatives will provide a recommendation to the **Employer**. Where resolution is not possible, the following sections, (d), (e) and (f), will apply.
- d. A **layoff** notice will be issued to the least senior person in the classification(s) and location(s) when the reduction as defined in **Article 11.1 (a)** has occurred.
- e. Laid off employees may displace a less senior employee in any classification in the chosen location for which the laid off employee is qualified. The employee may, but shall not be required to displace an employee where the hours of work of the employee to be displaced are equal to or greater than those of the laid off employee. The laid off employee shall displace only one position. A laid off employee may not bump a portion of a position. The employee shall have three (3) working days from the day of the layoff notification meeting to indicate their decision to the **Employer**. (Meetings include the employee, a union representative and an **Employer** representative.)

- f. A laid off employee may displace a term position, understanding that they shall revert to their former laid off status at the completion of the term.
- g. The displaced employee has the same options as set out in (d).
- h. Permanent employees who accept a term position or term employees shall not have displacement rights at the conclusion of the term position but shall revert to their former status and/or position.
- i. Bus Drivers
 - i. In the event of a route elimination, Bus Drivers shall be laid off in reverse order of their seniority with the Prairie Valley School Division, provided there is no significant increase in costs to the school division.
 - ii. In the event of a school closure, attendance area will be considered as encompassing both the closed school and the displaced students' new school, insofar as the efficient operation of school bussing permits.

11.2 Recall Procedure

Employees on **layoff** shall be notified of all vacancies by e-mail and be entitled to apply in accordance with Article 12 for the first fifteen (15) months of **layoff**. No new employee shall be hired until those laid off, with the necessary qualifications, including education, knowledge, skills, and ability have been given the opportunity of recall.

11.3 Advance Notice of Layoff

The Saskatchewan Employment Act shall apply.

11.4 Continuation of Entitlements

During a **layoff**, employees shall maintain, but not accrue, all previously earned entitlements and service credits. Benefit package not included.

11.5 Notice of Layoff for Ten (10) Month Employees

Employees will be laid off for all school breaks that meet Service Canada definitions and are deemed to have had the required notice. This article shall serve as notice of **layoff** and recall. Recall shall be automatic except when notice of **layoff** has been given under Article 11.1. Records of Employment shall be issued upon request.

11.6 Casual Employees on Layoff

- a. Employees impacted by layoffs shall be given opportunity for **casual** work based on overall seniority and shall be paid their regular rate for such work in **the classification they were laid off from. If the employee is qualified to work as a casual in an alternate job classification, the employee shall be placed at the wage rate in the new grid level that is closest, without being less, to their current rate of pay.**
- b. Where **casual** employment for an unspecified period has a duration of three (3) consecutive calendar months of active employment or more in one placement, the rate of pay shall be adjusted retroactively from the **casual** rate to the appropriate rate of pay.

11.7 Staffing Allocation Decisions

The **Employer** shall provide notification when it is determined that budget decisions will affect the terms and conditions of employment of any member of the bargaining unit.

Notice of such changes will be communicated to the employee as per the notice periods indicated in **Article 11.3**.

Notice of such changes will be communicated to the **Union** prior to written notice being provided to the employee(s) affected.

ARTICLE 12 – VACANCIES AND NEW POSITIONS

12.1 Job Postings

When a vacancy occurs, a new position is created or a term position is to be filled, the **Employer** shall post notice of the position for a minimum of seven (7) calendar days so that all employees will be allowed the opportunity to make application. Postings that occur during all scheduled school breaks shall remain open for bid for a minimum of fourteen (14) calendar days. Positions 0.25 FTE or less will be offered **in order of seniority to employees in the applicable classification that work less than full-time hours in that school. Should no employees in that classification accept the offer to work additional hours, the 0.25 FTE or less will be offered in order of seniority to qualified employees in other classifications in that school that work less than full-time hours.**

12.2 Information in Postings

The posting shall contain information regarding the nature of the position, necessary qualifications, including education, knowledge, skills, and abilities. In addition compensation, hours of work, location and closing date for applications shall be noted.

12.3 Role of Seniority in Filling Vacancies & New Positions

- a. In filling vacancies and new positions, appointment shall be made of the applicant having the greatest seniority and the necessary qualifications including education, knowledge, skills, and ability.
- b. A permanent employee appointed to a term position will be compensated on an acting pay basis and will have all rights protected in **their** permanent home position and continue to acquire and exercise seniority in that home position.
- c. An employee appointed to a term position shall complete the term prior to starting another term position.
- d. Notwithstanding clause (a), when filling vacancies in the bus driver classification, the **Employer** shall follow the following process:
 - i. Permanent drivers will be offered the opportunity to transfer to vacant routes closer to home; then

- ii. Spare drivers who live in and are designated as a spare for that attendance area will be given preference in filling vacancies.
- iii. Bus driver years of experience and seniority will be a factor in such placements.
- iv. When vacancies arise for Practical and Applied Arts, magnet programming or other similar bus routes, the following process shall be followed:
 - Permanent drivers in the appropriate geographical area shall be offered the route in order of seniority;
 - If no permanent driver accepts the route, spare drivers who live in and are designated as a spare for that attendance area will be given preference in filling vacancies;
 - Should no spare drivers accept the route, it will be posted in accordance with **Article 12.1**.

12.4 Trial Period

- a. The successful applicant shall be allowed a trial period of thirty (30) worked days from the date of appointment. The employee shall be confirmed in the new position upon the completion of the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee so wishes, **they** shall be returned to **their** former position at **their** former wage rate without loss of seniority. Any other employee promoted or transferred because of the reassignment of positions shall also be reassigned to **their** former position at **their** former wage rate without loss of seniority.
- b. By mutual agreement between the Union and the **Employer**, the trial period may be extended, one time, by a maximum of thirty (30) worked days.

12.5 Student Programs

Student Programs may be implemented provided no bargaining unit employee is laid off or suffers a reduction in hours of work and the work performed is supplemental to the duties normally performed by members of the bargaining unit.

12.6 Union Notification

Upon the filling of a vacancy, the Employer shall provide the Union a list of internal applicants that applied to the posting.

ARTICLE 13 – HOURS OF WORK

13.1 Full-Time Hours of Work

The full-time hours of work shall be those identified in Schedule A.

13.2 Caretakers

13.21 Staffing

A schedule of school square footage and corresponding caretaker FTE shall be posted on **the Employer's intranet**.

13.22 Adjustment Notification

In the event of an addition or deletion of square footage at a school, the **Employer** shall provide six (6) weeks' notice of such change. The adjustments of compensation shall take effect as of the date on which the change is effective.

13.3 Paid/Unpaid Rest Periods

13.31 Rest Periods

All school-based employees who work six (6) hours or more shall be permitted a rest period of fifteen (15) minutes in both the first and second half of the shift, taken as close to the middle of each shift as possible. Employees who work less than six (6) hours shall be permitted one (1) rest period. Where possible, the fifteen (15) minutes will be taken consecutively.

13.32 Meal Breaks

All school-based employees working five (5) hours or more will be provided with a minimum of thirty (30) minutes of duty free, unpaid meal break.

13.4 Overtime

13.41 Overtime Defined

Overtime shall be defined as hours worked over eight (8) hours per day or forty (40) hours per week. This does not apply to flextime or apply to employees that work averaged hours or a modified work arrangement. All overtime shall be pre-authorized by the immediate supervisor.

13.42 Compensation of Overtime

Overtime will be paid out at a rate of one and a half (1-1/2) times the employee's regular hourly rate. Overtime will be reported and paid in fifteen (15) minute intervals.

13.5 Occasional Flextime

Flextime arrangements may be made by mutual agreement between the employee and **their** immediate supervisor. Flextime is intended as an hour-for-hour arrangement and shall not exceed adjustments or accumulations of one-half (1/2) day. Flextime may not be used on non-student attendance days, except Parent-Teacher Interview days.

Flextime hours do not apply to averaged employees. Flextime hours worked by an employee are not to be considered overtime and flextime arrangements are separate from and not to be confused with Unassigned (Block) Hours.

13.6 Averaged Hours

Averaged hours refers to the ability of specified employee groups to adjust a portion of their work hours to meet student and/or division needs in response to a particular event or circumstance. Actual hours worked each day will be recorded **in accordance with the agreed to method between the employee and their supervisor**. Schedule A outlines the employee groups allowed to utilize averaged hours.

13.61 Caretakers

Full-time caretakers shall work eight (8) hours per day and part-time caretakers shall be pro-rated accordingly. Up to **twenty percent (20%)** of the total caretaker

hour allocation for each school may be averaged by the caretaker(s) in order to meet the needs of the school for services required outside of normal school hours. The remaining hours, being at least **eighty percent (80%)** of the total, shall be scheduled by the immediate supervisor in consultation with the caretaker(s) and the school administrator(s) to ensure that services are being provided to meet the needs of students and staff between the hours of 7:00 a.m. and 4:00 p.m. This does not include emergency callback.

13.62 Other Employees with Averaged Hours

For other **employees** with Averaged Hours, as identified in Schedule A, up to **twenty percent (20%)** of hours may be averaged by the employee in order to meet the needs of the school for services required outside of normal school hours. The remaining hours, being at least **eighty percent (80%)** of the total, shall be scheduled by the immediate supervisor(s) in consultation with the employee to ensure that services are being provided to meet the needs of students and staff during normal school and/or programming hours.

13.63 Carry-forward of Hours

With respect to averaging of hours, hours above or below normal hours are to be accumulated and carried forward. Hours are accumulated from September 1 to August 31 (for 12-month employees) or September 1 to June 30 (for 10-month employees) of each year and shall be reconciled to a zero balance by August 31/June 30, respectively. Each employee shall be required to account for **their** carry-forward of hours on a monthly basis. At the end of any month prior to August, the accumulated carry-over (under) shall not be in excess of the equivalent of two (2) days of normal hours for the employee.

13.7 Unassigned Block Hours (UBH)

***Article 13.7 will be temporarily suspended for the current term of the collective agreement. See Letter of Understanding Re: Schedule A.**

13.71 UBH Allocations

Unassigned block hours (UBH) are available as per Schedule A. UBH shall be prorated for the portion of the school year worked. The immediate supervisor shall assign Administrative Assistants to work up to 37.5 UBH during the summer break.

13.72 UBH Scheduling

These hours shall be worked in full days or portions of full days on non-working days or by extending scheduled working days (to a maximum of eight (8) hours per day) and will be scheduled as mutually agreed upon with the immediate supervisor. Use of the full allocation for each employee is not mandatory however if a need is identified by the immediate supervisor and hours are scheduled, it is not optional for the employee to work the hours. Unused hours shall not be carried forward to the following school year. Only the maximum allocation will be paid for any employee. Exceptional circumstances requiring additional hours should be treated as over-contract hours.

13.73 UBH Usage

Priorities for use of UBH include but are not limited to:

- Staff Meetings and other team meetings

- School Initiatives such as Open Houses; Christmas concerts; etc.
- Attendance at **Professional Development (PD)** events or meetings

UBH shall not be used for:

- Noon supervision
- Extra-curricular
- Travel time for PD or meetings

13.74 UBH Pay

Unassigned Block Hours for any employees shall not be included in the calculation of annual pay. Each employee shall, on the appropriate form, track their Unassigned Block Hours and submit to Payroll for payment.

ARTICLE 14 – ANNUAL VACATIONS

14.1 Annual Vacations

Annual vacations shall be allotted as follows:

Less than one year of service:	1¼ days per month
One or more years of service:	Three (3) weeks (15 days)
After six (6) years of service:	Four (4) weeks (20 days)
After ten (10) years of service:	Five (5) weeks (25 days)
After twenty (20) years of service:	Six (6) weeks (30 days)

14.2 Vacation Pay

14.21 Ten (10) Month Employees

Vacation pay shall be included in every pay cheque and shall be calculated as follows:

Vacation Pay = Gross Earnings for Current Pay Period x Vacation Rate of Pay
with rates as follows:

3 weeks	= 3/52 = .05769
4 weeks	= 4/52 = .07692
5 weeks	= 5/52 = .09615
6 weeks	= 6/52 = .11538

14.22 Twelve (12) Month Employees

Vacation shall be scheduled at times when adequate **Employer**-approved coverage can be arranged for the school. All vacation requests shall be approved by the immediate supervisor. No reasonable request shall be refused.

It is further agreed that this Article shall serve as notice as prescribed by *The Saskatchewan Employment Act* of entitlements of vacations pursuant to Article 14.1.

ARTICLE 15 – HOLIDAYS

15.1 Public Holidays

15.11 Ten (10) Month Employees

Ten (10) month employees shall receive the following holidays with pay:

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

15.12 Twelve (12) Month Employees

Twelve (12) month employees shall receive the following holidays with pay:

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

15.2 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed an additional vacation day with pay at a time mutually agreed to between the **Employer** or designate and the employee.

15.3 Compensation for Holidays Falling on a Saturday or Sunday

When any of the above-noted holidays fall on Saturday and/or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be the holiday for the purpose of this Agreement.

15.4 Pay for Work on Scheduled Holiday

Employees who are not required to work on the above-noted shall receive holiday pay equal to one (1) day's pay. Employees who are required to work shall be paid at the rate of time and one-half (1½ X) plus another day off with pay at a time mutually agreeable between the **Employer** or designate and the employee.

ARTICLE 16 – LEAVES

16.1 Sick Leave

16.11 Defined

Sick leave is defined as a period of time an employee is absent from work with pay by virtue of personal illness, quarantine, disability or because of a job-related accident for which no other compensation is payable pursuant to any law of Saskatchewan.

16.12 Accumulated Sick Leave

The **Employer** shall establish an accumulated sick leave record for each employee and credit the record with the unused accumulative sick leave entitlement of each employee.

16.13 Rate of Earned Sick Leave

Sick leave shall be earned at a rate of **two (2)** days for every month in which there is a pay period for the employee. The unused portion shall accumulate to a maximum of one hundred and eighty (180) days. This benefit shall be prorated for less than full-time employees.

16.14 Medical Evidence

Each employee **may be required to** supply to the **Employer** a certificate from a health care practitioner as defined by *The Worker's Compensation Act*, certifying the employee was unable to carry out **their** duties due to illness for days absent from work in excess of five (5) consecutive days. The cost of medical certificates requested by **Human Resources** shall be borne by the **Employer**. The **Employer** reserves the right to request a certificate for any illness.

16.15 Report Absence

In any case of absence due to illness, the employee shall report the matter to **their** immediate supervisor not later than one (1) hour prior to the time the employee's work commences, whenever possible.

16.16 Report of Injury

When an employee is injured in the performance of work-related activities, the employee shall immediately report the injury to **their** immediate supervisor **using the Employer reporting procedures**.

16.17 Medical Appointments

It is expected that employees will schedule medical, dental and optical appointments outside the school day. An employee who is unable to schedule an appointment outside the school day shall be granted leave with pay to attend the appointment and such leave shall be deducted from the employee's sick leave entitlement.

16.2 Family Medical Leave

Upon request to the immediate supervisor, up to four (4) sick days per school year may be used to attend medical, dental or optical appointments, unforeseen illness, injury or family counselling for immediate family members or when immediate family members are ill and require care at home by the employee. Immediate family shall be defined in Article **16.41**.

16.3 Quarantine Leave

An employee who has been directed to self-isolate by a Medical Health Officer as designated under *The Public Health Act* shall be granted up to twenty (20) days of paid quarantine leave per school year. This benefit shall be prorated for less than full-time employees and shall not be deducted from the employee's sick leave balance.

Employees who have travelled internationally or interprovincially and are subject to a mandatory self-isolation period upon their return to Saskatchewan shall not have access to quarantine leave during that self-isolation period.

16.4 Compassionate Leave

16.41 Immediate Family Defined

Immediate family is defined as a partner, child (child includes a stillborn baby or miscarriage), parent, guardian, sibling, grandparent, grandchild, aunt, uncle, niece or nephew of the employee or of the employee's step-family or the employee's partner or an employee's partner's step-family.

16.42 Bereavement Leave

Leave of absence for up to five (5) days with pay shall be approved by the **Employer**, in the event of the death of a member of the employee's immediate family. **Days are not required to be taken consecutively.**

16.43 Serious Illness/Injury Leave

Serious illness/injury is understood to mean critical, life-threatening or death imminent. Leave of absence for up to five (5) days with pay per school year shall be approved by the **Employer**, in the event of serious illness/injury of a member of the employee's immediate family.

16.44 Funeral

Leave of absence for up to one (1) day with pay shall be approved by the **Employer**, to permit an employee to attend a funeral of a person of importance to the employee who is not included in the definition of immediate family.

***Article 16.44 will be temporarily suspended for the current term of the collective agreement. See Letter of Understanding Re: Special Leave.**

16.45 Other Compassionate

Additional compassionate leave, with or without pay, may be granted upon request to Human Resources. This may include time required to act in the capacity of power of attorney or executor.

16.5 Maternity, Parental, Adoption Leave

16.51 Maternity, Parental and Adoption Leave

- a. Employees shall be entitled to maternity, parental and adoption leave as outlined in *The Saskatchewan Employment Act*. Employees shall accrue seniority and benefits while on such leaves. Employees are required to give a minimum four (4) weeks' notice of their intentions to take such leave.
- b. Leave of up to five (5) days with pay shall be granted, by the immediate supervisor, to a parent at the birth/adoption of a child.

16.52 Supplemental Employment Benefits Top-Up Plan

In recognition that there will be a health related portion of a maternity leave during which an **employee** is unable to work for health reasons due to pregnancy, delivery and post-delivery, benefits for the period that the employee is unable to work are payable under the provision of a "Supplemental Employment Benefits Plan for Non-Teaching Staff" (SEB Plan) designed by the

Employer in accordance with the registration requirements of the Benefits Program, Service Canada .

Details of the plan are attached as Schedule B.

16.6 Compassionate Care Family Leave

- a. Upon request, employees shall be granted a leave of absence of up to eight (8) weeks without pay to care for a family member who is seriously ill. The employee is not required to take the benefit weeks consecutively.
- b. During the leave, the employee shall continue to accumulate all benefits and seniority. Should the employee choose to make contributions for the period of the leave to the pension or benefits plan, the Employer will pay the Employer's contribution for the same period.
- c. Family member is defined to include a legal or common law partner, a child of the employee or the employee's partner and a parent or a partner of a parent.
- d. 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 family members.

16.7 Personal Leave

Leave of absence of up to three (3) days per school year without pay shall be granted in order to conduct personal business. The employee shall notify their immediate supervisor.

16.8 Adverse Travel Conditions

Leave with pay for adverse travel conditions for up to one (1) day per school year shall be granted. Additional days with or without pay may be approved by the Director or designate upon request.

***Article 16.8 will be temporarily suspended for the current term of the collective agreement. See Letter of Understanding Re: Special Leave.**

16.9 Convocation Leave/High School Graduation

Leave of absence of up to one (1) day with pay shall be granted by the **Employer**, on the day of the post-secondary convocation of the employee, the employee's partner, or the child of the employee or the child of the employee's partner; or the high school graduation of the child of the employee or the employee's partner.

***Article 16.9 will be temporarily suspended for the current term of the collective agreement. See Letter of Understanding Re: Special Leave.**

16.10 General Leave

The **Employer** may grant a leave of absence without pay and without loss of seniority and benefits to an employee who requests such leave in writing and provides the **Employer** with reasons for such request.

16.11 Jury Leave

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

- a. The employee shall request and pay to the **Employer** any remuneration other than expenses, which **they** receive for such absence. With respect to the Court of **King's** Bench, the employee, if appearing as a witness, shall make application in accordance with *The **King's** Bench Fees Regulations* for witness fees.
- b. The employee shall notify the **Employer** as soon as possible after receipt of notice for such absence.

This Section does not apply to an employee who has a direct or indirect interest in the outcome of any proceedings, or appears as an accused in any proceedings.

16.12 Union Leave

Up to seven (7) employees at one time may be provided with leave of absence for the purpose of conducting union business. The conditions of such leave shall be as follows:

- a. The granting of such leave shall be subject to operational requirements;
- b. An employee shall provide the **Employer** with reasonable notice for such leave;
- c. Such leave shall not exceed five (5) working days per employee at any one time;
- d. Union shall reimburse the **Employer** for all pay and benefits during the period of absence.
- e. An employee who is elected or selected for a full-time position with the Union shall be granted leave of absence for a period of up to one calendar year, so long as a suitable **Employer**-approved temporary replacement can be arranged. Upon the request of the Union, such leave shall be renewed or extended by the Employer for a period of time not exceeding one (1) additional calendar year. The employee shall receive pay and benefits as provided in this Agreement, but the Union shall reimburse the Employer for all pay and benefits during the period of absence.
- f. The CUPE Local 5252 President and Treasurer shall each be granted up to two (2) days per month in order to conduct CUPE business. The two (2) days per month shall be scheduled as mutually agreed with the immediate supervisor to ensure appropriate **casual** coverage is available if needed, and to ensure minimal disruption to school operations and student learning. The **Employer** shall invoice CUPE and CUPE shall reimburse the **Employer** for the cost of the salary and benefits of the employees for the release time utilized.

16.13 Negotiation Leave

If the bargaining committees agree to meet to conduct negotiations during working hours, the **Employer** policy will provide leave with pay for a maximum of seven (7) employees for the time spent in negotiations. The bargaining committees agree to meet prior to each round of negotiations to discuss the composition of the CUPE and **Employer** committees for the upcoming negotiations.

ARTICLE 17 – HEALTH AND SAFETY

17.1 Health and Safety Committee

The Union and the **Employer** recognize that Occupational Health and Safety is a shared concern. They will cooperate in promoting and improving rules and practices which will enhance working conditions for all employees in accordance with *The Saskatchewan Employment Act*.

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

Occupational Health and Safety committees will continue to operate as required by *The Saskatchewan Employment Act*.

17.2 Duty to Accommodate

The Employer and the Union agree to make every reasonable effort to provide suitable modified or alternative employment to employees who are temporarily or permanently unable to safely perform their duties as a consequence of an occupational or non-occupational disability. It shall be the responsibility of the **Employer** and the **Union**, or their designates, to jointly investigate and find a means to accommodate disabled employees. The employee is responsible to make every reasonable effort to participate in the accommodation process.

17.3 Discrimination in the Workplace

The parties agree that all staff have a right to work in an environment free from harassment, violence and discrimination. All employees are encouraged to read and understand the related **Employer** Administrative Procedures that relate to harassment, violence and discrimination, including the associated appendices, forms and manuals. These documents may be found on the Prairie Valley School Division website or can be obtained from Human Resources or school administrators.

ARTICLE 18 – WAGES

18.1 Pay Dates

18.11 Pay Dates

All staff shall have their salary deposited directly into the financial institution of their choice on the 15th and last day of each month.

18.12 Summer Savings

Ten (10) month employees may, by the fifth (5th) day of September on the prescribed form authorize the **Employer** to deduct an amount of money from each of **their twenty (20)** pays in order to facilitate payment in July and August. Interest will not be paid on the funds deducted to make the July and August payments. The amount of the authorized deduction shall remain unchanged from year to year unless a request for change is made on the prescribed form by September 5 of the affected school year. The deductions throughout the year shall not be changed or withdrawn during the school year. The total deductions during the school year shall be electronically deposited in four (4) equal installments on the 15th and last day of July and August.

18.2 Wages

Wages for all employees shall be paid in accordance with Schedule C.

18.21 Casual Wages

Persons hired for **casual** work only shall be paid in accordance with the **casual** rates in Schedule C.

Employees hired for **casual** work in their current job classification shall be paid at their current rate of pay.

Employees hired for **casual** work in a different job classification shall be paid in accordance with the classification they are choosing to sub in and at the employee's current step.

18.3 Bus Drivers

18.31 Remuneration for Charters

Drivers are paid at the charter rate in accordance with Schedule C, which includes driving time, waiting time and cleaning the bus after the charter. For charters that extend overnight, drivers are to be informed in advance as to the number of paid hours and expenses eligible for reimbursement.

18.32 Remuneration for Service Calls

When returning buses to the Bus Shop for service or repairs, drivers shall be paid the per km rate in Schedule C plus the charter rate for wait time.

18.33 Remuneration for Special Needs Routes

Drivers who convey special needs students where a wheelchair is required shall receive the additional rate in Schedule C.

18.34 Magnet Routes

When operating magnet program routes, drivers shall be paid the rate in Schedule C.

18.4 Emergency Callback

18.41 Circumstances

This article does not apply in the case of prearranged work time. This article does apply when an employee is called back to duty to deal with an emergency situation after having left the workplace after having completed a shift or on a non-worked day.

18.42 Remuneration

If an employee is in overtime hours, the employee will receive a minimum of one (1) hour pay at the applicable overtime rate or three (3) times the provincial minimum hourly wage plus ten percent (10%) of that amount, whichever is greater. The applicable overtime rate will apply for actual time worked in excess of one (1) hour.

If an employee is not in overtime hours, the employee will receive a minimum of three (3) times the provincial minimum hourly wage plus ten percent (10%) of that amount for the first hour worked or portion thereof and regular wage for any time worked thereafter until overtime is triggered.

ARTICLE 19 – EXPENSES REIMBURSEMENT

19.1 Expenses Reimbursement

19.11 Reimbursement for Travel

For pre-approved travel to curricular or extra-curricular activities or for other school business, employees who use their vehicles shall be reimbursed at the current **Employer** rate using the applicable mileage reimbursement form.

With the exception of Social Workers, payments shall be made for traveling which commences and terminates at the school or place of residence whichever is closer. **Social Workers shall be paid mileage from the Education Centre or the school closest to their place of residence, whichever is closer.**

19.12 Reimbursement for Sustenance, Lodging and Other Expenses

Where curricular activities and other school business approved by the **Employer** necessitates out-of-pocket expenses, and provided there is no reimbursement by any other organization, employees shall be reimbursed at the rate of **one hundred percent (100%)** for necessary accommodation to a maximum of the **Employer** rate and for meals to a maximum of the **Employer** rate.

19.2 Bus Driver Reimbursements

19.21 Reimbursement for Bus Washing

Bus drivers will be reimbursed for washing their buses at the rate set out in Schedule C.

19.22 Reimbursement for Electricity (Bus Plug-in)

Bus drivers will be reimbursed for plug-in of their buses based on the **SaskPower rates in June calculated using** the formulas below. **The rate calculated will be implemented** the next school year:

Diesel	1,000 watts/6 hours per day/20 days per month for 12 months
Gasoline	600 watts/6 hours per day/20 days per month for 12 months

19.23 Driver Exams, Driver Abstracts and Medical Certificates

The **Employer** will reimburse/pay the actual cost of medical, driver abstracts and examination fees for a driver to obtain or successfully renew their school bus driver endorsement once every period as required by regulation.

19.24 Cellular Phone Reimbursement

Each bus driver shall be paid a cellular phone allowance as set out in Schedule C and is contingent upon the driver possessing a personal cellular phone.

19.3 Caretaker Reimbursements

The **Employer** will reimburse/pay the actual cost to obtain or renew Fireman's Certificate.

ARTICLE 20 – PENSION AND GROUP BENEFITS

20.1 Pension Plan

All employees and the **Employer** shall participate in the Municipal Employees Pension Plan (**MEPP**) as per the acts and regulations of the plan.

20.2 Benefits Package

Subject to the eligibility requirements of the plan managed by the Saskatchewan School Employers Association (SSBA), the Employer agrees to provide a Core Benefits Package plus an Extended Health and a Dental Plan to all permanent and temporary employees on a one hundred percent (100%) Employer paid basis. The Core Benefits Package consists of:

- a. Accidental Death and Dismemberment
- b. Long Term Disability
- c. Group Life Insurance
- d. Employee and Family Assistance Program
- e. Vision Care

Newly hired permanent employees shall become members of the Plan on the first of the month following a thirty (30) day waiting period.

20.3 Group Benefits While on Unpaid Leave of Absence (not including layoff)

Employees on an unpaid leave of absence, other than Workers' Compensation, shall be eligible to continue participating in the group benefits package as noted above, at the employee's own expense. The Employer will pay group benefits premiums on behalf of

employees in receipt of Workers' Compensation and will match MEPP contributions if the employee chooses to contribute while on leave.

ARTICLE 21 – PROFESSIONAL DEVELOPMENT (PD)

21.1 Professional Development Fund

School based Professional Development Fund will fund travel, **casual** and related costs for school-based **employees** who wish to attend professional development opportunities. Employees must receive prior approval from **their immediate supervisor** in order for expenses to be considered for reimbursement.

21.11 Employer Initiated

Where the **Employer** requires an employee to take a specific course, the employee will be reimbursed the cost of the course, including any ancillary costs in accordance with **Employer** policy. Where time away from work is required for purposes of attendance at the course, the Director or designate will approve leave with pay. **The PD opportunity must support student, school and system needs.**

21.12 Employee Initiated

Where an employee requests to take a course, or attend some other educational event, **application shall be made through the Employer approved process.** The **immediate supervisor** may approve reimbursement of the cost of the course, upon proof of successful completion if appropriate, or a portion thereof, and may approve leave from work, with or without pay or with a portion thereof. **The PD opportunity must support student, school and system needs.**

21.2 Educational Incentive Program

Educational Incentive Awards are available to support all **employees** in pursuing further education that will serve the needs of the school division as well as individual employees in their current or desired positions within Prairie Valley. This may include courses, seminars or classes delivered in person, by correspondence or online. More information and the application form is available on **the Employer's intranet.**

21.22 Amount of Award

The amount of the award will be determined by available funding for each year and by the amount of applicants for each year. Reimbursement shall be conditional upon successful completion of the class or classes.

21.23 Return Service Agreement

Successful applicants must return to the **Employer** for ten (10) consecutive calendar months of active employment, excluding summer break. In the event of failure to return to the employ of the **Employer**, an employee shall refund the amount of the award together with interest at the preferred bank-lending rate prevailing at the time of the award.

ARTICLE 22 – LUNCH HOUR SUPERVISION AND EXTRA-CURRICULAR

22.1 Noon Hour Supervision

- a. An employee is entitled to a duty free lunch break.
- b. Employees who provide noon supervision do so on a voluntary basis.
- c. Noon hour supervision includes the supervision of the noon hour intramural program(s).
- d. An employee who provides noon period supervision shall have the option of being paid at the **Employer** rate or to earn time in lieu (Service Recognition Days) at the following rate for providing noon period supervision:
- e.

Twenty (20) hours	1 day
Thirty (30) hours	1.5 days
Forty (40) hours	2.0 days
Fifty (50) hours	2.5 days
Sixty (60) hours	3 days
- f. An employee who chooses to be paid hourly at the **Employer** rate shall submit the appropriate form on a monthly basis. An employee who chooses to earn time in lieu (Service Recognition Days) shall utilize the **Service Recognition Day** or be paid as per Article 22.3.

22.2 Extra-Curricular Activities

- a. Employees who supervise extra-curricular activities do so on a voluntary basis.
- b. Extra-curricular activities are those activities that are pre-approved by the **Employer** and:
 - i. include students,
 - ii. are not for academic support, and
 - iii. occur outside the normal hours of instruction and for which an employee is not receiving other remuneration.
- c. In recognition of the efforts of employees to provide extra-curricular activities that take place beyond the instructional time, any employee who provides twenty (20) or more hours of **Employer** approved extra-curricular supervision per school shall receive time in lieu at the following rate:

Twenty (20) hours	0.5 day
Thirty (30) hours	1.0 day
Sixty (60) hours	1.5 days
Eighty (80) hours	2.0 days
One hundred forty (140) hours	2.5 days
One hundred eighty (180) hours	3.0 days

Upon completing two hundred and twenty (220) hours of extra-curricular supervision, employees shall receive recognition in the form of one **(1)** day's pay at Step 1, Class 4 of the provincial teachers' grid.

For each activity, employees may log up to 10% of their total hours for organizing and administering the extra-curricular activity (without students).

The definition of a day shall be the number of hours normally worked by a full-time employee in the employee's current classification.

- d. When an employee earns a number of hours that are not enough to bring them to an increment for days off in lieu, they may carry over up to ten (10) earned hours to the following school year.

22.3 Service Recognition Days

- a. The maximum number of Service Recognition Days that may be earned by an employee, as per Articles 22.1 and 22.2, in one school year is five (5) days.
- b. An employee may carry forward up to five (5) days. Any unused days will be paid out at the substitute teacher rate.
- c. The maximum number of Service Recognition Days that may be used in any one school year is five (5).
- d. The immediate supervisor shall approve, provided there is evidence of good planning and appropriate coverage in place, the taking of Service Recognition Days to a maximum of five (5) consecutive earned days. A maximum of three (3) consecutive days may be used immediately prior to or following a major school break, being Christmas break, February break or Easter break. A maximum of five (5) consecutive days can be used immediately prior to or following the February break or Easter break once by any employee in a three (3) year period. If days are used and not earned, an employee shall forfeit the employee's daily pay.
- e. Service Recognition Days can be used in conjunction with other leaves, including personal unpaid days, to a maximum combined total of five (5).
- f. Service Recognition Days shall not be used on non-student days, excluding staff meeting/school PD/PLC and teacher planning days, except in exceptional circumstances and with the approval of the Director of Education or designate.

ARTICLE 23 – EMERGING ISSUES

23.1 Emerging Issues

The negotiating committees of the **Employer** and the Union shall meet at least twice a year, in the fall and the spring, or upon mutual agreement to discuss any emerging issues. In addition, representatives of the **Employer** and the Union may meet at any time upon mutual agreement.

ARTICLE 24 – TECHNOLOGICAL CHANGE

24.1 Technological Change

The parties agree that the provisions of *The Saskatchewan Employment Act* dealing with technological change will apply.

ARTICLE 25 – PERIOD OF AGREEMENT

25.1 Duration

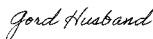
Except where noted, this Agreement shall come into force as of September 1, **2024** and remain in effect until August 31, **2027**, and thereafter from year to year, provided that either party may, not less than sixty (60) or more than one hundred twenty (120) days before the date of expiry, give notice in writing to the other party to negotiate a revision thereof.

DATED AT THE R.M. OF SHERWOOD, REFERRED TO AS TREATY 4 TERRITORY, PROVINCE OF SASKATCHEWAN THIS 4th DAY OF July, **2024**.

SIGNED ON BEHALF OF THE BOARD OF EDUCATION OF THE PRAIRIE VALLEY SCHOOL DIVISION NO. 208 OF SASKATCHEWAN, BY:


Janet Kotylak (Jul 25, 2024 09:59 MDT)

Janet Kotylak, Board Chair



Gord Husband, Director of Education

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 5252, BY:


Amy Redding (Jul 25, 2024 12:25 MDT)

Amy Redding, President CUPE 5252


Janice Jones (Jul 22, 2024 14:53 MDT)

Janice Jones, Vice-President CUPE 5252

SCHEDULE A

***Schedule A will be temporarily suspended for the current term of the collective agreement. See Letter of Understanding Re: Schedule A.**

Pay Periods, Hours per Day¹, Non-student Working Days, UBH and Statutory Holidays

Position	Pay Periods per Year	Hours per Day²	Fixed/Averaged	Number of Non-student Working Days³	Maximum Unassigned Block Hours (UBH)	Statutory Holidays
Administrative Assistant	20	7.50	Fixed	6	97.5	10
Educational Assistant I	20	6.17	Fixed	5	24.0	10
Educational Assistant II ⁴	20	6.50	Fixed	5	24.0	10
Educational Assistant III	20	6.50	Fixed	5	24.0	10
Library Assistant	20	6.50	Fixed	4	32.5	10
Social Worker	20	8.00	20% Averaged	13	0	10
Nutrition Coordinator	20	8.00	20% Averaged	3	56.0	10
Family Liaison Worker	20	7.00	20% Averaged	7	14.0	10
Community School Coordinator	20	8.00	20% Averaged	7	0	10
Bus Drivers ⁵	20	N/A	N/A	0	0	10
Caretaker ⁶	24	8.00	20% Averaged	N/A	N/A	12

¹ Based on full-time hours of work

² All employees work and are paid for full-time hours on non-student days, with the exception of EAI employees who work and are paid for a 6 hour day.

³ The number of Student Days is set by the Board of Education each year and staff are informed by May 1. In 2018-2019 and 2019-2020 the number of Student Days is 182.

⁴ Principals may request that Human Resources approve converting an EAI position to an EAll position to support effective school operations. If approved, the EAll position will be offered to the senior most qualified employee within the school.

⁵ Service Calls and PD days shall be recorded and paid as worked.

⁶ No caretaker shall be required to work more than 248 days in any calendar year, and those days shall be scheduled as per 12.61

SCHEDULE B

Supplementary Employment Benefits

- a. The objective of the Plan is to supplement the Employment Insurance Benefits received by female employees of the Prairie Valley School Division No. 208 who have registered for temporary unemployment due to valid health related reasons during maternity leave.
- b. Female employees eligible for sick leave benefits are covered by this plan. Employees not entitled to sick leave benefits are not entitled to receive SEB payments.
- c. Employees must prove they have applied for and are in receipt of Employment Insurance Benefits, or are in the EI waiting period, in order to receive payment under the Plan. The Employment Insurance benefit stub shall be used to verify that the employee is receiving Employment Insurance benefits. Employees shall submit documentation no later than **one hundred and twenty (120) days** following the birth of their child.

Employees must provide satisfactory medical evidence confirming the inability to perform the duties of their own occupation for health related reasons due to pregnancy, delivery and post-delivery.

- d. Employees disentitled or disqualified from receiving EI benefits are not eligible for Supplemental Employment Benefits (SEB) except that such employees are eligible for SEB if the only reason for non-receipt is that the employee is serving the two **(2)** week EI waiting period.
- e. For the period of eligibility, the **Employer** shall pay to the employee the amount required to supplement the employee's weekly Employment Insurance benefit to **ninety-five percent (95%)** of their salary entitlement. For 10-month employees, benefits will only be calculated for days on which the employee would normally be at work ie) benefits are calculated based on days worked during the school year calendar.
- f. Regular weekly earnings shall mean annual salary / **fifty-two (52) weeks** (12-month employee) or / **forty-one (41) weeks** (10-month employee).
- g. Each employee who is eligible for SEB Plan benefits is entitled to such benefits for a presumptive period of nine (9) weeks commencing the date of delivery.
- h. The Plan is financed from the Employer's general revenues.
- i. SEB payments will be identified separately in the payroll records.
- j. The Employer's Revenue Canada Taxation registration number is #131016550.
- k. Employees do not have the right to SEB payments except for supplementation of EI benefits for the unemployment period as specified in the Plan.

SCHEDULE C

Rates of Pay

	Year 1	Year 2	Year 3
	2024-25	2025-26	2026-27
	3.0%	2.0%	2.0%
Educational Assistant I			
Step 1	\$22.02	\$22.46	\$22.91
Step 2	\$22.89	\$23.34	\$23.81
Step 3	\$23.80	\$24.28	\$24.76
Step 4	\$24.76	\$25.26	\$25.76
Step 5	\$25.75	\$26.27	\$26.79
Sub rate (casual employees)	\$22.02	\$22.46	\$22.91
Educational Assistant II			
Step 1	\$22.02	\$22.46	\$22.91
Step 2	\$22.89	\$23.34	\$23.81
Step 3	\$23.80	\$24.28	\$24.76
Step 4	\$24.76	\$25.26	\$25.76
Step 5	\$25.75	\$26.27	\$26.79
Sub rate (casual employees)	\$22.02	\$22.46	\$22.91
Educational Assistant III (LPN qualifications)			
Step 1	\$31.77	\$32.40	\$33.05
Step 2	\$33.04	\$33.70	\$34.38
Step 3	\$34.38	\$35.07	\$35.77
Step 4	\$35.76	\$36.48	\$37.21
Step 5	\$37.19	\$37.94	\$38.70
Nutrition Coordinator			
Step 1	\$22.02	\$22.46	\$22.91
Step 2	\$22.89	\$23.34	\$23.81
Step 3	\$23.80	\$24.28	\$24.76
Step 4	\$24.76	\$25.26	\$25.76
Step 5	\$25.75	\$26.27	\$26.79
Sub rate (casual employees)	\$22.02	\$22.46	\$22.91
Library Assistant			
Step 1	\$22.02	\$22.46	\$22.91
Step 2	\$22.89	\$23.34	\$23.81
Step 3	\$23.80	\$24.28	\$24.76
Step 4	\$24.76	\$25.26	\$25.76
Step 5	\$25.75	\$26.27	\$26.79
Sub rate (casual employees)	\$22.02	\$22.46	\$22.91

Administrative Assistant			
Step 1	\$23.37	\$23.84	\$24.31
Step 2	\$24.30	\$24.78	\$25.28
Step 3	\$25.29	\$25.79	\$26.31
Step 4	\$26.30	\$26.82	\$27.36
Step 5	\$27.33	\$27.87	\$28.43
Sub rate (casual employees)	\$23.37	\$23.84	\$24.31
School Outreach Liaison			
Step 1	\$30.47	\$31.08	\$31.70
Step 2	\$31.99	\$32.63	\$33.28
Step 3	\$33.59	\$34.26	\$34.95
Step 4	\$35.27	\$35.97	\$36.69
Step 5	\$36.77	\$37.51	\$38.26
Social Worker			
Year 1	\$42.38	\$43.23	\$44.10
Year 2	\$43.53	\$44.40	\$45.29
Year 3	\$44.67	\$45.56	\$46.48
Year 4	\$45.84	\$46.75	\$47.69
Year 5	\$46.99	\$47.93	\$48.89
Year 6	\$48.14	\$49.11	\$50.09
Year 7	\$49.30	\$50.28	\$51.29
Year 8	\$50.41	\$51.42	\$52.44
Year 9	\$51.57	\$52.60	\$53.66
Caretaker			
Step 1	\$22.02	\$22.46	\$22.91
Step 2	\$22.89	\$23.34	\$23.81
Step 3	\$23.80	\$24.28	\$24.76
Step 4	\$24.76	\$25.26	\$25.76
Step 5	\$25.75	\$26.27	\$26.79
Sub rate (casual employees)	\$22.02	\$22.46	\$22.91
Bus Drivers			
Step 1 (Base Daily Rate)	\$56.44	\$57.26	\$58.63
Step 2 (Base Daily Rate)	\$57.45	\$58.26	\$59.63
Step 3 (Base Daily Rate)	\$58.43	\$59.45	\$60.47
Sub rate (Base Daily Rate)	\$56.44	\$57.26	\$58.63

Bus Drivers (cont'd)			
Per kilometer rate	\$0.21	\$0.22	\$0.23
Special needs route supplement (additional daily rate)	\$12.88	\$13.13	\$13.40
Charter rate (hourly rate)	\$19.97	\$20.37	\$20.78
After hours charter rate (between 11pm and 5am) is 1.5 times the charter rate			
Magnet/PAA rate (Daily Rate)	\$83.10	\$84.76	\$86.46
Expense Allowances (Annual)			
· Cell Phone Allowance	\$500.00	\$500.00	\$500.00
· Bus Washing	\$300.00	\$300.00	\$300.00

Letter of Understanding #1

Between

Canadian Union of Public Employees Local 5252

and

Prairie Valley School Division No. 208

Re: Schedule A

Pay Periods, Hours per Day, Days of Work and Statutory Holidays

The parties agree that for the term of the collective agreement the following will apply:

Position	Pay Periods per Year	Hours per Day	Fixed/Averaged	Days of Work¹	Statutory Holidays
Administrative Assistant ²	20	7.50	Fixed	School Days	10
Educational Assistant I	20	6.17	Fixed	School Days	10
Educational Assistant II ³	20	6.50	Fixed	School Days	10
Educational Assistant III	20	6.50	Fixed	School Days	10
Library Assistant	20	6.50	Fixed	School Days	10
Nutrition Coordinator	20	8.00	20% Averaged	School Days	10
School Outreach Liaison	20	8.00	20% Averaged	School Days	10
Social Worker	20	8.00	20% Averaged	School Days	10
Bus Drivers ⁴	20	N/A	N/A	Student Days	10
Caretaker ⁵	24	8.00	20% Averaged	School Days	12

¹ The number of School Days is set by the Board of Education each year. All hours scheduled on non-student days are discretionary hours. The principal may assign those hours based on the needs of the school and student programming. Principals/supervisors are expected to plan for and communicate usage of these hours to each employee at the start of each school year. It is understood that flexibility may be required in unforeseen or emergency circumstances. Any change to this schedule requires a minimum of one (1) week notice unless mutually agreed.

² Administrative Assistants receive 15 pre-approved over contract hours per school year per position. These hours will be approved by the principal and submitted to payroll through the Employer approved method. An additional 15 hours per school year may be approved by the Human Resources Superintendent. Application for consideration is to be made by the principal and must include rationale and planned usage.

³ Principals may request that Human Resources approve converting an EAI position to an EAll position to support effective school operations. If approved, the EAll position will be offered to the senior most qualified employee within the school.

⁴ Service Calls and PD days shall be recorded and paid as worked.

⁵ No caretaker shall be required to work more than 248 days in any fiscal year, and those days shall be scheduled as per 13.61.

Signed this 4th day of July, 2024.

On behalf of The Board of Education of the
Prairie Valley School Division No. 208
of Saskatchewan

Janet Kotylak
Janet Kotylak (Jul 25, 2024 09:59 MDT)

Janet Kotylak, Board Chair

Gord Husband

Gord Husband, Director of Education

On behalf of Canadian Union of
Public Employees, Local 5252

Amy Redding
Amy Redding (Jul 25, 2024 12:25 MDT)

Amy Redding, President CUPE 5252

Janice Jones
Janice Jones (Jul 25, 2024 14:53 MDT)

Janice Jones, Vice-President CUPE 5252

Letter of Understanding #2

Between

Canadian Union of Public Employees Local 5252

and

Prairie Valley School Division No. 208

Re: Article 16 – Special Leave

The parties agree that for the term of the collective agreement, a new leave category called Special Leave will be provided and applied as follows:

An employee shall be granted a maximum of three (3) days leave with pay in any one school year to:

- a. attend a funeral of a person of importance to the employee who is not included in the definition of immediate family.**
- b. deal with an emergency such as disaster, fire, flood and/or road closure.**
- c. deal with adverse travel road conditions.**
- d. attend on the day of the post-secondary convocation of the employee, the employee's partner, or the child of the employee or the child of the employee's partner, or the high school graduation of the child of the employee or the employee's partner. It is understood special leave can be used if the employee is required to travel a significant distance.**
- e. attend Indigenous spiritual, cultural or ceremonial event(s).**

Signed this 4th day of July, 2024.

**On behalf of The Board of Education of the
Prairie Valley School Division No. 208
of Saskatchewan**


Janet Kotylak (Jul 25, 2024 09:59 MDT)

Janet Kotylak, Board Chair



Gord Husband, Director of Education

**On behalf of Canadian Union of
Public Employees, Local 5252**


Amy Redding (Jul 25, 2024 12:25 MDT)

Amy Redding, President CUPE 5252


Janice Jones (Jul 25, 2024 14:53 MDT)

Janice Jones, Vice-President CUPE 5252

Letter of Understanding #3

Between

Canadian Union of Public Employees Local 5252

and

Prairie Valley School Division No. 208

Re: Joint Job Evaluation

The parties agree to the following:

That by December 31, 2024, a joint committee will be established to examine a joint job evaluation program. The committee will comprise of three (3) members appointed by the Employer and three (3) members appointed by the Union. The committee will meet, as necessary, to examine the process, structure and benefits of the joint job evaluation program developed by CUPE National.

Signed this 4th day of July, 2024.

**On behalf of The Board of Education of the
Prairie Valley School Division No. 208
of Saskatchewan**

Janet Kotylak
Janet Kotylak (Jul 25, 2024 09:59 MDT)

Janet Kotylak, Board Chair

Gord Husband

Gord Husband, Director of Education

**On behalf of Canadian Union of
Public Employees, Local 5252**

Amy Redding
Amy Redding (Jul 25, 2024 12:25 MDT)

Amy Redding, President CUPE 5252

Janice Jones
Janice Jones (Jul 27, 2024 14:53 MDT)

Janice Jones, Vice-President CUPE 5252