

# **COLLECTIVE AGREEMENT 2019 - 2022**

**between**

**The Board of Education of the Living Sky School  
Division No. 202**

**and**

**Canadian Union of Public Employees, Local 4747**



**September 1, 2019 – August 31, 2022**



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THIS AGREEMENT MADE THIS \_\_\_<sup>th</sup> DAY OF \_\_\_\_\_ A.D. 2019

BETWEEN:

THE BOARD OF THE LIVING SKY SCHOOL DIVISION NO. 202  
North Battleford, Saskatchewan  
Hereinafter referred to as the "Employer"

OF THE FIRST PART

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL #4747  
Hereinafter referred to as the "Union"

OF THE SECOND PART

### **ARTICLE 1 - PREAMBLE**

**1.01** It is the goal of both parties to this Agreement to maintain and improve harmonious relations and to promote co-operation and understanding between the Board and its employees.

### **ARTICLE 2 - PROVISIONS FOUND CONTRARY TO LAW**

**2.01** If any provisions of this Agreement are found to be contrary to any law in place now or in the future, the law will take precedence until amendments can be made to this Agreement to comply with the law.

### **ARTICLE 3 - AGREEMENTS**

#### **3.01 Terms of Agreement**

- (a) This Agreement shall be effective for 3 years, commencing September 1, 2019 to August 31, 2022.
- (b) Negotiations regarding this Agreement shall be opened at any time at the request of either party, with 1 month's notice.

#### **3.02 Annual Meeting of the Committee**

It is agreed that the CUPE Negotiating Committee shall meet annually in December with the Board Negotiating Committee to discuss topics of mutual interest. The Union President and the Superintendent of Learning or designate are mutually responsible for facilitating this meeting.

### **ARTICLE 4 - DEFINITIONS**

**4.01** Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

#### **4.02 Casual Employees**

- (a) Casual employees shall be defined as employees (excluding student employment) who work on a call-in basis and are scheduled to work for a period of 90 days or less.
- (b) Service gained as a casual employee shall not be considered as service for the purpose of determining seniority.

#### **4.03 Temporary Employees**

Temporary employees shall be defined as employees who fill a vacancy created by an employee on an approved leave of absence of 90 days or longer or who fill a temporary position.

- i. Temporary employees shall receive all rights and benefits of the Agreement, except they shall be considered terminated upon completion of their temporary term of employment.
- ii. Service gained as a temporary employee shall not be considered as service for the purpose of determining seniority, except when a temporary employee becomes permanent as per Article 15.02.

#### **4.04 Permanent Employees**

Permanent employees shall be defined as employees who are employed on a continuous basis.

#### **4.05 Local Union**

Local Union shall be defined as the President and 3 Vice Presidents of CUPE Local 4747.

#### **4.06 Part time and Temporary Employees**

Part time employees on permanent contracts and employees on temporary contracts of 5 months or more shall have access to Sections 18.06, 20.05 and 20.06 with pay, pro-rated in accordance with their contracts.

### **ARTICLE 5 - SCOPE**

**5.01** The Employer agrees to recognize the Union as the sole collective bargaining agency for employees covered by this Agreement. This Agreement shall apply to all employees employed by the Living Sky School Division including Mechanics, Trades People and Journeymen at the Division Office, but excepting all other Division Office personnel working out of the Division Office, including, but not limited to: Director of Education, Assistant Director of Education, Chief Financial Officer, Superintendents, Psychologists, Speech Pathologists, Occupational Therapists, Student and Community Support Workers, Managers, Assistant Managers, Executive Assistants, Administrative Assistants, Clerks, Payroll Officers, Payroll Assistants, Human Resources Assistants, Information and Communications Systems Analysts, Student Services Employees, Custodians, Co-op Students, Summer Students, Contracted Bus Drivers, Contracted Staff, and further excepting Counselors, Justice Liaisons, Traditional Cultural Workers, and Teachers employed and functioning as such.

### **ARTICLE 6 - UNION SECURITY**

**6.01** Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment. Every new employee whose employment commences hereafter shall apply immediately and maintain membership in the Union as a condition of his employment. Any employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by the member of the Union.

**6.02 Job Security**

The parties agree that job security is important.

**6.03 Contracting Out**

It is not the intention of the Employer to enter into new contracting out of work arrangements during the term of the Agreement, nor is it the intent to lay off employees or reduce hours of work due to contracting out. However, if it becomes necessary to contract out during the term of this Agreement, the Union will be provided with a minimum of 30 days' notice and an opportunity to discuss any intent to contract out. Should the Employer choose to contract out, the employees affected will have the option of accessing the layoff and recall provisions of the Agreement or receiving a negotiated severance package.

In case of an emergency, the Employer shall have the right to contract out work to address the situation and at the same time notify the Union of the situation and the type of work.

**ARTICLE 7 - RESPONSIBILITIES**

**7.01 Union Responsibilities**

- (a) The Employer recognizes CUPE as the sole and exclusive bargaining agent for all employees in the scope of the Union. Either party may have the assistance of a representative in any discussions, grievances or negotiations between the parties to this Agreement.
- (b) No employee shall be required to make a written or verbal agreement which may conflict with the terms of this Agreement.

**7.02 Management Responsibilities**

The Union recognizes that the Living Sky School Division's right and duty to manage is vested solely with the Employer, subject to the terms of this Agreement.

**ARTICLE 8 - CHECK-OFF**

**8.01 Deduction of Dues**

The Employer agrees to deduct from every employee any monthly dues or assessments levied, in accordance with the Union Bylaws, and owing by him to the Union. Deduction shall be made from each payroll period and shall be forwarded to the Treasurer of the Union not later than the 15<sup>th</sup> day of the month following each pay period, accompanied by a list of employees and the amount of their deductions.

**8.02 Authorization Cards**

The Employer agrees to distribute dues, authorization cards and Union information packages provided by the Union to each new employee when he is completing payroll information.

## **ARTICLE 9 - DISCRIMINATION**

### **9.01 No Discrimination**

The Employer agrees that there shall be no discrimination, interference, restriction or coercion experienced or practiced with any employee by reason of race, creed, colour, political or religious affiliation, sex or marital status, sexual orientation or on any grounds prohibited under applicable human rights legislation, nor by reason of membership or activity in a Trade Union.

### **9.02 No Harassment**

The Employer and Union agree that no form of harassment shall be allowed in the work place or in related situations. Harassment will be dealt with in accordance with Administrative Procedure.

## **ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **10.01 Definition of a Grievance**

A grievance exists when there is a dispute or difference of opinion between the Employer and any employee or the Union as to the interpretation or application of any provision of this Agreement, and the dispute or difference has not been resolved following discussions between the parties involved.

### **10.02 Time Limits**

- (a) The time limits expressed in this Article are deemed to mean any day where the Division Office is normally open to the public.
- (b) Time limits outlined in this Article may be extended by the mutual agreement of the 2 parties.

### **10.03 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. Therefore, the agreed procedure for the resolution of grievances shall be as follows:

#### **(a) STEP 1**

In the event of a grievance arising, a written submission describing the grievance and expressing the remedy sought by the Union on the matter shall be presented to the Superintendent of Learning or designate within 20 working days of the event giving rise to the grievance.

The employee concerned, a representative of the Union and the Superintendent of Learning or designate shall meet to discuss the grievance within 10 working days of its receipt.

A written decision shall be rendered to the employee within 10 working days of such discussion.

#### **(b) STEP 2**

Failing resolution under Step 1, a written application for a hearing may be made by the Union through the Superintendent of Learning or designate to the Director of Education within 15 working days of receipt of the decision at Step 1.

A hearing shall occur within 10 working days following receipt of the application.

The Director of Education shall send his decision, in writing, to the Union within 5 working days of the hearing.

(c) **STEP 3**

If the grievance is not settled in Step 2, the above may be referred to either a single arbitrator (by mutual consent) or Board of Arbitration. Referral must be made within 15 working days following receipt of the Director of Education's decision at Step 2.

The Board of Arbitration shall consist of 1 member appointed by the Union, 1 member appointed by the Employer, and a chairman, jointly named by the 2 members so appointed.

Where the appointees of the parties fail to agree, within 30 working days of their appointment, on the appointment of a chairman, either party may request the chairperson of the Labour Relations Board to make the 3<sup>rd</sup> member appointment.

**10.04 Decision of the Board**

The Board of Arbitration shall:

- (a) Not have the power to change this Agreement, or to alter, modify or amend any of its provisions;
- (b) Be limited to dealing with the issues which are submitted to it for arbitration, and
- (c) Render a final and binding decision within 60 working days.

**10.05 Technical Objections to Grievances**

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

**10.06 Expenses**

The Union and the Employer shall each pay 1/2 the remuneration and expenses of the Chairman of the Board of Arbitration.

**10.07 Loss of Pay**

The employee concerned and the local Union representative as identified in this Article shall suffer no loss in pay or benefits in attending the discussions and hearings specified under this Article.

**10.08 Accessibility to Employer's Premises and Investigation**



All reasonable arrangements will be made to permit a Union representative, accompanied by the Superintendent of Learning or designate, to enter the Employer's premises to view working conditions that may be relevant to the settlement of a grievance.

## **ARTICLE 11 - VACANCIES, POSTINGS**

### **11.01 Posting**

When permanent or temporary vacancies initially exceeding 90 days occur or new positions are established, job postings shall be created. At the same time, vacant positions may be advertised publicly. Temporary positions may be extended beyond their original contract dates within a given school year without posting them. Each posting shall contain an outline of the position and shall be posted for a period of 7 days in places accessible to all employees including the Living Sky School Division website and the schools. A copy of the posting shall be submitted to the Union President. Preference will be given to the CUPE member who has the greatest seniority, provided the applicant has the required qualifications and abilities for the position. During periods when school is closed for more than 7 days, the posting shall be displayed on the Living Sky School Division website.

### **11.02 Role of Seniority**

In making staff changes, transfers or promotions, appointments shall be made of the applicant with the greatest seniority provided the applicant has the required qualifications and abilities for the position.

### **11.03 Notification to the Union**

The Union President shall be notified of all promotions, appointments, hirings, lay-offs, transfers, recalls, dismissals and abolitions of positions.

### **11.04 Union Communication**

The Union shall have a right to post notices of meetings and such other Union notices of interest to the membership on existing communication systems which are accessible to employees. These could include but not be limited to bulletin boards, email, faxes and interoffice mail.

## **ARTICLE 12 - PROBATION**

### **12.01 Probation for New Employees**

A new employee shall be on probation for a period of 90 calendar days from the date of hire. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except with regard to dismissal. An employee shall be informally evaluated within the first 60 calendar days of the probationary term, with a formal written evaluation provided prior to the end of the probationary period.

### **12.02 Trial Period**

An employee who has been promoted or transferred shall be on a trial period for 60 calendar days from the date of appointment. The employee shall be confirmed in the new position upon completion of the trial period.

The employee shall work in the new position for a minimum of 2 weeks and shall be informally evaluated within the first 30 calendar days.

In the event the employee is unsatisfactory in the new position, or if the employee makes a request, he shall revert to his former position without loss of seniority or salary. Any other employee promoted or transferred as a result shall also be returned to his former position without loss of seniority or salary.

The employee and Employer shall give at least 1 week's notice of reversion.

**12.03 Trial Period - Out of Scope Position**

An employee who has accepted an out of scope position with the Employer shall retain reversion rights for a period of 60 calendar days in accordance with the Trial Period clause.

**ARTICLE 13 - SUSPENSION AND DISMISSAL**

**13.01 Presence of a Union Representative**

Except in cases where the Employer considers that an employee's conduct warrants immediate dismissal, the practice shall be to discipline (dismissal, suspension, demotion, verbal or written reprimand) the employee in the presence of the Union Representative at which time the employee will be given an opportunity to be heard.

**13.02 Dismissal Procedure**

In cases where the conduct of an employee is considered by the Employer to warrant dismissal, such employee shall, nevertheless, not be dismissed, but shall be suspended until the matter has been investigated by the Union in accordance with Article 9. At the expiration of 7 working days, the suspension shall become a dismissal if a grievance has not been lodged by the Union.

**13.03 Unjust Discipline or Dismissal**

No employee shall be disciplined except for just cause. An employee who has been unjustly disciplined or dismissed shall be immediately reinstated in the former position held and receive all benefits and wages for such time lost.

**13.04 Personnel Files**

- (a) Upon prior arrangement and in the presence of administration, the employee shall have access to and be supplied with copies of any material on his file.
- (b) An employee may submit a written comment with respect to any entry in the file, and such comment shall be attached to the relevant document and included in the file.
- (c) Upon written application to the Superintendent of Learning or designate, the employee may request to have written reprimands removed from his file after 2 years of subsequent active employment during which no formal disciplinary action is taken. The Superintendent of Learning or designate has the ability to grant or deny the request.

**ARTICLE 14 - STAFF REASSIGNMENT OR LAYOFF**

**14.01 Layoff Defined**

A layoff shall be defined as a reduction in the workforce, or a minimum reduction of 25% of a permanent employee's regularly scheduled hours.

#### **14.02 Role of Seniority**

The Employer recognizes that job security should increase in proportion to length of service. When reducing staff, senior employees shall be retained, providing qualifications and abilities are sufficient for the work to be performed.

Should two or more employees have the same seniority date, a random method will be used to determine which employee is the most senior. The method will be determined through mutual agreement by the employer and the union.

#### **14.03 Notice of Layoff**

When a layoff is necessitated, the layoff procedure shall include consultation with the employee and the Union to discuss the options available.

The Employer shall not lay off an employee who has been employed for at least 3 continuous months without giving that employee at least:

- (a) 1 week's written notice, if his period of employment is less than 1 year;
- (b) 2 weeks' written notice, if his period of employment is 1 year or more but less than 3 years;
- (c) 4 weeks' written notice, if his period of employment is 3 years or more but less than 5 years;
- (d) 6 weeks' written notice, if his period of employment is 5 years or more but less than 10 years, and
- (e) 8 weeks' written notice, if his period of employment is 10 years or more.

#### **14.04 Procedure for Bumping**

If an employee receives a layoff notice and chooses to bump, providing he has the required qualifications and the ability for the position, the procedure shall be as follows:

- (a) Bump an employee with less seniority within the same classification within the Community in which the employee is presently working;
- (b) Bump an employee with less seniority within the Community in which the employee is presently working;
- (c) Bump an employee with less seniority within the same classification within the Division, then
- (d) Bump an employee with less seniority within the Division.

For purposes of this Article, the Town of Battleford and the City of North Battleford are considered one Community.

Employees, after being advised of their options, shall be granted up to 7 calendar days to select their option.

#### **14.05 Continuation of Benefits**

During a layoff, employees shall maintain, but not accrue, accumulated sick leave, seniority and service for vacation credits.

#### **14.06 Recall**

While on layoff, employees shall be considered, along with other interested current CUPE employees, for vacant positions provided they have seniority, required qualifications and ability for the position. No new employees will be hired until those laid off have been given an opportunity of recall.

It is the responsibility of employees on layoff to consult the Division website for current and upcoming postings.

**14.07 Automatic Layoff**

Notwithstanding Article 14.03 entitled "Notice of Layoff", employees who work on the basis of the student year shall be deemed to be laid off for the school vacation periods. Recall following the school vacation periods shall be automatic unless the Employer has served indefinite layoff notice under Article 14.03. This Article will serve as notice of layoff and recall for the school vacation periods during the term of this Agreement.

**14.08 Transfer**

The Employer shall have the right to allocate or transfer employees, at its discretion, provided wages or seniority are not adversely affected. The transfer procedure shall include consultation with the employee and the Union. If an employee does not accept a transfer, he shall be laid off in accordance with the Layoff and Recall provisions under Article 14.03 and Article 14.06.

**ARTICLE 15 - SENIORITY**

**15.01** Seniority of a permanent employee shall be established from the date of hire with the Employer calculated on the basis of continuous service. Continuous service shall include:

- (a) Scheduled school breaks;
- (b) Union leave of up to 1 year;
- (c) Education leave of up to 1 year, and
- (d) Unpaid leave of absence of up to 1 year.

**15.02 Seniority and Temporary Employees**

Should a temporary employee subsequently be made permanent, seniority shall be calculated from the 1<sup>st</sup> date of continuous service.

**15.03 Loss of Seniority**

Employees shall lose their seniority and be deemed to have terminated their employment under the following conditions:

- (a) Dismissal for just cause unless reinstated;
- (b) Resignation or retirement in writing;
- (c) Continuous layoff due to lack of work for a period exceeding 24 months, or
- (d) Failure to report for work within 15 days after being notified to report following a layoff, unless the employee can give a reason satisfactory to the Employer of such failure to report within the time prescribed.

**15.04 Seniority List**

The Employer shall post a seniority list every April effective March 31<sup>st</sup> of that year. A copy shall be forwarded to the Union. Employees must discuss any inaccuracies with the Union. The Union shall address these inaccuracies with the Employer with proof of the error within 30 calendar days of the seniority list posting. If the error is confirmed, the error will be corrected, a revised seniority list will be posted, and a copy will be sent to the Union.

**ARTICLE 16 - ANNUAL VACATIONS**

**16.01 Annual Vacations**

- (a) Annual vacations shall be allocated as follows:
  - Less than 1 year - 1 1/4 days per month
  - 1 to 6 years - 3 weeks (1 1/4 days accumulated per month)
  - 7 to 14 years - 4 weeks (1 2/3 days accumulated per month)

- 15 to 20 years - 5 weeks (2 1/12 days accumulated per month)
- 21 years plus - 6 weeks (2 1/2 days accumulated per month)
- (b) The employee's "Date of Hire" shall be the anniversary date.
- (c) All employees working on a 10-month basis shall receive pay in lieu of an annual vacation. Vacation pay shall be paid in each pay period.
- (d) An employee leaving the Employer prior to 1 year's service shall be paid, in addition to all other monies due him, the amount equal to 3/52 of his gross earnings (including all overtime) for the period employed.
- (e) Vacation schedules shall be arranged between the employees and their supervisors prior to June 1<sup>st</sup> of each year, subject to operational feasibility.

## **ARTICLE 17 - STATUTORY HOLIDAYS**

### **17.01 Statutory Holidays**

- (a) "Statutory Holidays" shall mean the following days with pay:
  - New Year's Day;
  - Family Day (February);
  - Good Friday;
  - Easter Monday (or the first Monday of Spring Break);
  - Victoria Day;
  - Canada Day;
  - 1<sup>st</sup> Monday in August;
  - Labour Day;
  - Thanksgiving Day;
  - Remembrance Day;
  - Christmas Day;
  - Boxing Day;

And all other holidays proclaimed by federal, provincial or civic authorities. Any employee required to work on any of these days shall be paid, in addition to his regular wages, at the rate of double time (2X) for the time worked.
- (b) Statutory holidays for 10-month employees shall include those that fall between the period of August 15<sup>th</sup> to June 30<sup>th</sup>.

## **ARTICLE 18 - SICK LEAVE**

### **18.01 Definition**

Sick leave is defined as a period of time an employee is absent from work with pay by virtue of personal illness, disability or because of an accident for which compensation is not payable under *The Workers' Compensation Act, 1979* or *The Automobile Accident Insurance Act*.

### **18.02 Entitlement to Sick Leave**

All employees covered by this Agreement, except casual employees, shall be entitled to the hourly equivalent of 2 days of sick leave with pay for every month worked. The unused portion shall accumulate to a maximum of 176 days or the hourly equivalent. The Employer will track accumulated sick leave in hours, which will be reported on each employee's pay stub.

### **18.03 Proof of Illness**

- (a) Each employee shall supply to the Employer a note from a medical practitioner, certifying the employee was unable to carry out his duties due to illness, for time absent from work in excess of 5 days. When the Employer requests a medical certificate, the Employer shall be responsible for the costs assessed by the physician to obtain the certificate.
- (b) During the time that the employee is in receipt of full salary from the Employer, payments to him in lieu of wages under *The Automobile Accident Insurance Act*, or damages for loss of wages are to be turned over to the Employer.

#### **18.04 Reporting Absence**

In any case of absence due to illness, the employee will report the matter to his immediate supervisor, not later than 1 hour prior to the time the employee's work commences whenever possible.

#### **18.05 Leave of Absence in Lieu of Sick Leave**

Where an employee has exhausted all of his accumulated sick leave, the Employer shall grant unpaid leave of absence upon application to the Superintendent of Learning or designate for the duration of such illness or 12 months, whichever is less.

#### **18.06 Family Medical Leave**

Employees shall be granted leave with pay, not exceeding 4 days per year, when no other person other than the employee can provide the required needs due to illness, medical or dental care for immediate family members. Immediate family is defined as spouse, children, grandchildren, parents and grandparents. The leave shall be deducted from the employee's accumulated sick leave. This leave shall not accumulate from year to year.

### **ARTICLE 19 - COMPASSIONATE LEAVE**

#### **19.01 Compassionate Leave *Family***

- (a) An employee shall be granted leave with pay to a maximum of 5 days depending upon circumstances.
- (b) Compassionate Leave applies in the case of death or serious illness of a parent, spouse, brother, sister, child, mother-in-law, father-in-law, brother or sister-in-law, grandparent, grandchild, former guardian, fiancé, or some other person with whom the employee has had a special relationship. A serious illness is defined as life threatening or a medical situation that has a significant element of anxiety, urgency and severity associated with it.
- (c) The Employer, at its discretion, may grant Compassionate Leave other than that provided for in this Section and/or in excess of the number of days provided for in this Section.

#### **19.02 Compassionate Leave *Other***

An employee shall be granted leave without loss of pay and benefits for up to 1 day to attend the funeral of a friend or relative not covered under Section 19.01.

#### **19.03 Compassionate Care Leave**

- (a) In accordance with the *Employment Insurance Act* and upon written request to the Superintendent of Learning or designate, employees shall be granted a leave of absence of up to 26 weeks plus the required waiting period to care for a family member who is in significant risk of death within 6 months. The

- employee is not required to take the benefit weeks consecutively; however, the time must be taken within 52 weeks of the commencement of the leave.
- (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 in the *Employment Insurance Act*. 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 6 months and that the family member requires the care or support of 1 or more other family members.

## **ARTICLE 20 - LEAVES OF ABSENCE**

### **20.01 Unpaid Leave**

The Board, for good and sufficient reasons, and subject to operational feasibility, may grant a leave of absence without pay. The request shall be submitted to the Superintendent of Learning or designate in writing in advance.

### **20.02 Union Leave**

- (a) An employee who is elected or selected for a position with the Union, or any body to which it is affiliated, shall be granted leave of absence for a period of up to 1 year. Such leave shall be extended for 1 additional year upon request of the employee. Such employee shall receive pay and benefits as provided in this Agreement. The Union shall reimburse the Employer for all pay and benefits during the period of absence.
- (b) An employee elected or appointed to represent the Union at conventions or educational workshops, if deemed operationally feasible by the Supervisor/Principal, shall be granted a leave of absence without loss of pay or benefits. Application shall be made to the Superintendent of Learning or designate in advance of the event. The Union shall reimburse the Employer for all pay and benefits during the period of absence.
- (c) A Union representative shall suffer no loss of salary for time absent from duties for the purpose of participation on matters arising from this Agreement. The direct Supervisor shall authorize the time away from the employee's regular duties.
- (d) Should negotiation sessions between the Employer and the Union be held at times when a Union representative is scheduled to work, the employee shall suffer no loss of salary or benefits. The maximum number of Union employees participating in Union negotiations shall not exceed 6.

### **20.03 Public Office Leave**

- (a) The Employer, upon application by an employee to the Superintendent of Learning or designate, shall grant to the employee reasonable leave of absence without pay from his employment to seek nomination as a candidate and to be a candidate for a municipal, provincial or federal election. Upon the expiration of the leave of absence, the Employer shall allow the employee to continue his employment without loss of any privilege connected with seniority, such seniority to be determined at the date the leave of absence began.

- (b) The Employer shall, upon application by an employee to the Superintendent of Learning or designate, grant to the employee reasonable leave of absence without pay from his employment, if the employee has been elected to a municipal, provincial or federal government. The leave shall be granted for the term of office. Upon the expiration of the leave of absence, the Employer shall allow the employee to continue his employment without loss of any privilege connected with seniority, such seniority to be determined at the date the leave of absence began.

#### **20.04 Jury or Witness Leave**

- (a) An employee shall be granted leave of absence without loss of salary, benefits or seniority when subpoenaed to serve as a member of a jury or as a witness. Any remuneration awarded by the Court above actual expenses shall be repaid to the Employer up to the maximum of salary involved for the period of absence.
- (b) If appearing as a witness for the Court of Queen's Bench, the employee shall make application in accordance with "The Court of Queen's Bench Fees Regulations" for witness fees.

#### **20.05 Wellness/Personal Leave**

- (a) Wellness involves circumstances of a physical, mental, emotional, spiritual or psychological nature.
- (b) Upon request, employees shall be granted 2 Wellness Days per school year with pay.
- (c) Upon request, employees shall be granted 1 Personal Day per school year at 50% of their daily rate of pay.

#### **20.06 Special Leave**

An employee may be granted leave with full salary for 1 day per school year upon application to the Superintendent of Learning or designate, in respect to the following:

- (a) For absence from work for events considered Acts of God;
- (b) To participate in cultural or athletic events at the provincial or national level;
- (c) For First Responder situations at which the employee's presence is required;
- (d) To attend a secondary or post-secondary graduation ceremony involving self, spouse, child or grandchild;
- (e) To attend meetings of boards in which the employee holds an elected office, or
- (f) For pressing emergency situations not covered by any other clause in this Agreement.

#### **20.07 Maternity, Paternity, Adoption Leave**

- (a) An employee is entitled to maternity, parental and adoption leave in accordance with *The Saskatchewan Employment Act*.
- (b) For the purposes of seniority and rights of recall, maternity, parental or adoption leave does not constitute a break in service, and seniority and rights of recall continue to accrue.

#### **20.08 Supplemental Employment Benefits (SEB) Plan**

In recognition that there will be a health related portion of a maternity leave during which a woman will be medically unfit to work 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 the Employer and in accordance with the registration requirements of the Benefits Program, Canada Employment and Immigration.



Details of the plan are outlined in HR Procedure.

#### **20.09 Disability Leave**

(a) Return to Work

An employee who returns to work after being on disability leave for less than 2 years shall be placed in the position held immediately prior to the disability leave, providing the employee is able to perform the duties of the position.

(b) Inability to Return to Work

If, after being on disability leave for 2 calendar years, an employee is unable to return to work, the Employer and Union shall meet to determine whether the position vacated by the employee should be permanently posted. If, after 2 years, the employee is able to return to work, the employee's name shall be placed on a disability re-employment list. While on the list, the employee may also apply for positions for which he has seniority, providing qualifications and ability are sufficient for the work to be performed.

(c) Re-employment List

Employees whose names are placed on the disability re-employment list shall retain vacation service, sick leave credits and seniority for the entire period.

#### **20.10 Workers' Compensation**

In the event of an employee accessing Workers' Compensation, he shall continue to receive regular pay for a maximum period of 1 year and a minimum time defined by the employee's accumulated sick leave. The difference between the amount paid by Workers' Compensation and the full daily rate of pay shall be deducted from the employee's sick leave. During the 1 year period, the Workers' Compensation pay is turned over to the Employer. After 1 year or the exhaustion of the accumulated sick leave, the employee receives benefits directly from the Workers' Compensation Board.

### **ARTICLE 21 - RECOGNITION OF VOLUNTARY SERVICE**

**21.01** Employees who provide noon and/or extra-curricular supervision shall be recognized as per HR Procedure.

### **ARTICLE 22 – CLASSIFICATIONS**

#### **22.01 Job Classification Review**

When an employee feels he is completing duties that no longer comply with his current job description or his current job requirements, he may address his concerns with the area CUPE Vice President. If an application is warranted, it should be submitted in writing to the Superintendent of Learning or designate. The Superintendent of Learning or designate shall schedule a meeting to review the circumstances with the employee and the CUPE Vice President. Should a reclassification of the position occur, the employee currently fulfilling these duties shall be reclassified without posting the position.

#### **22.02 New Classifications**

Should a newly classified position be created, the classification title and the rate of pay shall be negotiated with the Superintendent of Learning or designate, the Union President and 3 Vice Presidents. A supplementary Agreement shall be

executed regarding the New Classification. The provisions to this Agreement with respect to filling the position shall apply.

### **22.03 Abolition of Classifications**

In the event the Employer is considering the abolition of classifications covered by this Agreement, 30 days' notice of the intention shall be communicated to the Union.

### **22.04 Job Descriptions**

The Employer agrees to notify the Union President by email when an updated job description for a Unionized position is placed on the website. The descriptions shall be available for comment by the Union President.

## **ARTICLE 23 - WORKING CONDITIONS**

### **23.01 Professional Development**

The Employer believes in thoughtful schools where students and staff focus on learning. In an effort to advance and promote lifelong learning, funding will be made available to facilitate professional development opportunities for all staff.

### **23.02 Pension Plan**

In addition to the Canada Pension Plan, every employee eligible shall join the pension plan under *The Municipal Employees' Pension Act*. The Employer and the employee shall participate and make contributions in accordance with the provisions of The Municipal Employees' Pension Plan.

### **23.03 Benefits**

The Employer shall maintain membership in the Saskatchewan School Boards Association Benefit Plan for employees working 15 hours per week or more. The Employee Benefit Plan shall be composed of the following:

- (a)
  - i. CORE Accidental Death & Dismemberment;
  - ii. CORE Life Insurance;
  - iii. Dental Plan C;
  - ii. Extended Health Care B;
  - iii. Long Term Disability Plan A;
  - iv. Employee Family Assistance, and
  - v. Vision Plan A.

On behalf of the employee, the Employer shall pay 100% of the premium for the benefits listed above except Vision, which will be 50% Board paid and 50% employee paid.

### **23.04 Employment Insurance Rebate**

Pursuant to the *Employment Insurance Act 1996*, the Employer shall forward to the Union Treasurer as soon as possible after January 31<sup>st</sup> of each year, an amount equal to 5/12 of the premium reduction obtained on behalf of each CUPE member in its employ.

## **ARTICLE 24 - OCCUPATIONAL HEALTH AND SAFETY**

### **24.01 Legislation**

When the provisions of Article 24 reference the Act, they are referring to *The Saskatchewan Employment Act*, Parts III and V. When the provisions of Article 24

reference the Regulations, they are referring to *The Occupational Health and Safety Regulations, 1996*.

**24.02 Co-operation on Safety**

The Union and the Employer shall co-operate in improving conditions which will provide adequate training and protection to employees engaged in hazardous work.

**24.03 Union-Employer Safety Committee**

An Occupational Health Committee shall be established in accordance with the Act and the Regulations and will include representation from the Union.

**24.04 Health Committee Pay Provisions**

The Occupational Health Committee shall hold meetings in accordance with the Regulations. Additional meetings may be called by either the Union or the Employer to deal with unsafe, hazardous or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of minutes of all Committee meetings shall be sent to the Employer and the Union and shall be posted on designated bulletin boards.

**24.05 Safety Measures**

- (a) Employees working in unsanitary or dangerous jobs shall be supplied with the necessary tools, training, safety equipment and protective clothing. This shall include reimbursement once every 24 months to a maximum of \$200.00 for the purchase of required protective footwear. Where special circumstances warrant, employees may apply for additional reimbursement.
- (b) No employee shall be disciplined for exercising any action outlined in the Act or the Regulations.

**ARTICLE 25 - HOURS OF WORK AND SHIFTS**

**25.01 Call Back**

Employees shall be paid 3 hours at overtime rates for each occasion the employee is called back to duty whether or not he is required to be on duty for the full 3 hours.

**25.02 Posting Caretaker Schedules**

A schedule of hours of work of caretakers shall be established and posted in each school by the Facilities Manager or designate at least 2 weeks in advance.

**25.03 Hours of Work**

- (a) The overtime threshold for employees working in one classification shall be 40 hours per week, 8 hours per day and 2,080 hours per year for the following positions:
    - i. Caretakers (subject to Sub-Article 25.08);
    - ii. Cooks;
    - iii. Facility Operators (subject to Sub-Article 25.08);
    - iv. Journeyman Cook;
    - v. Journeymen/Trades (subject to Sub-Article 25.08);
    - vi. Kitchen Aides;
    - vii. Nutrition Co-ordinators, and
    - viii. Transportation Porters.
- The overtime threshold for employees working in one classification shall be

37.5 hours per week, 7.5 hours per day and 1,950 hours per year for the following positions:

- i. Audio Visual Technicians;
  - ii. Community School Co-ordinators;
  - iii. Educational Assistants;
  - iv. Library Assistants and Technicians;
  - v. School Liaison Workers, and
  - vi. Secretaries.
- (b) Community School Co-ordinators and School Liaison Workers shall have flexible work schedules.
- (c) When employees are employed in 2 different job classifications, flexible work hours shall be permitted, with prior approval, provided that the individual does not exceed 40 hours of work per week. Positions will not be restructured to provide employees with an opportunity to maximize the 40 hour work week. Should an employee exceed 40 hours in a work week without prior approval, the regular rate of pay shall apply.

**25.04 Overtime on Regularly Scheduled Days**

All time worked in excess of the regular full-time hours shall be paid at the rate of double time (2X) thereafter.

**25.05 Overtime on Days Off**

Days off shall be consecutive, and employees required to work on their regularly assigned days of rest shall be paid at the rate of double (2X) time.

**25.06 Paid Rest Periods**

Scheduling of rest breaks shall occur in consultation with the employee and are subject to operational feasibility. The Principal/Supervisor shall endeavor to provide a rest break of up to 15 minutes in the 1<sup>st</sup> half and 2<sup>nd</sup> half of the workday.

**25.07 Compressed Work Week**

(a) As mutually agreed among the Local Union Vice President, Employee(s), Supervisor and Superintendent of Learning or designate, work hours may be re-arranged to allow for a compressed work week. These arrangements may be made during periods of school closure or to accommodate caretaking and maintenance requirements within the School Division. Possible long or short term scheduling arrangements may be made, subject to operational feasibility. Reasonable requests shall be considered.

(b) Should an employee on a compressed work week use a leave or sick day, as provided for and outlined within this Agreement, it is understood his regular daily hours prior to the compressed work week shall apply. Further, the available hours for any leave shall not exceed 8 hours per day.

**25.08 Outside Employment**

If an employee is engaged or engages in employment with another employer or operates a business, it shall be understood that such other employment or business shall not conflict with the employee's position, nor shall it interfere with the employee's ability to work. Also, such other employment or business shall not conflict with Board Policy regarding provision of services or purchase of goods and materials.

## **ARTICLE 26 - PAY CRITERIA**

### **26.01 Twelve Month Pay Period**

Employees who work 10 months may choose to have their pay divided into 12 equal monthly pay periods. A request shall be made in writing to the Payroll Manager or designate prior to the start of the school year.

### **26.02 Payday**

- (a) Paydays shall be on the 15<sup>th</sup> of the month, or the Friday preceding the 15<sup>th</sup>, if that date falls on a weekend or holiday, and on the final business day of the month.
- (b) For casual employees, paydays shall be on the 6<sup>th</sup> and 21<sup>st</sup> of the month or the Friday preceding these dates if that date falls on a weekend or holiday.

### **26.03 Performing Duties in a Higher Paid Classification**

- (a) An employee within a specific school required to fill a position in a classification with a higher rate of pay shall be paid in the higher classification at the same increment as his current classification.
- (b) When considering employees to fill a position in a classification at a higher rate of pay, appointment from within that school shall be made on the basis of seniority with qualifications and ability being sufficient for the position to be filled.

### **26.04 Increments**

Permanent employees shall receive an increment in pay in accordance with Schedule "A", on the anniversary date of hire. Temporary and casual employees shall receive an increment in pay in accordance with Schedule "A" when they have been paid the equivalent of full-time hours for 1 year in their classification.

### **26.05 Starting Rate of Pay for Temporary and Casual Employees**

The starting rate of pay for temporary and casual employees shall be at the base rate of the increment in their classification.

## **ARTICLE 27 - PAYMENT OF ALLOWANCES**

### **27.01 Automobile Allowance**

- (a) The allowance payable to employees authorized to use privately owned vehicles for School Division business is as follows:
  - Vehicle: Kilometer rate as set annually by the Employer, or an allowance of \$5.50 per day for each day that a vehicle is used.
- (b) When an individual is required to utilize his truck for School Division business, the allowance is as follows:
  - Truck: Kilometer rate as set annually by the Employer, plus 2.5 cents per kilometer, or an allowance of \$6.00 per day for each day that a vehicle is used.

## **ARTICLE 28 - BUS DRIVERS**

### **28.01 Hours of Work**

The normal daily hours of work for a bus driver are determined from the time shown on the driver's pick-up and drop-off schedule. In addition, daily hours will include time for cleaning, sanitizing the interior of the bus, warm up, circle check, fueling, paper work and commuting to and from the driver's residence with the bus as well as trips for service to the designated garage.

### **28.02 Casual Bus Driver List**

A list of approved casual bus drivers shall be made available to all bus drivers. As changes occur to this list, it will be updated and circulated.

### **28.03 Driver Responsibility**

In the event a driver requires a leave of absence from his duties, approval shall be obtained in accordance with the leave provisions. The bus driver shall book a casual driver from the approved list and advise the Transportation Manager or designate of the arrangements.

### **28.04 Duties Beyond the Regular Route**

- (a) Cleaning a Spare Bus  
Drivers shall be paid \$12.00 per hour plus up to \$15.00 to use a truck wash with receipts once per month. The Transportation Manager or designate may authorize additional cleaning.
- (b) Service Trips Outside the Attendance Area  
The Transportation Manager or designate shall authorize all service trips before they occur.
  - i. Bus - \$12.00 per hour plus meals at Division rates (if applicable).
  - ii. Private Vehicle - \$12.00 per hour plus kilometers and meals at Division rates.
- (c) Bus Driver Evaluation Meetings  
Drivers shall be paid \$12.00 per hour, for a minimum of 3 hours, to attend evaluation meetings as required by the Transportation Manager or designate.

### **28.05 Extra-curricular Trips**

Drivers shall be paid \$20.00 per trip, plus the per kilometer rate for actual kilometers travelled, plus the minimum wage rate for wait time.

- i. Day Trips: Wait time to a maximum of 8 hours per day with additional hours paid at the overtime rate of double (2X) the minimum rate.
- ii. Overnight Trips: Paid to a maximum of 8 hours per day wait time plus meals and accommodation at Division rates.
- iii. Wait Time: Calculated from the time the bus arrives at the destination and is unloaded until the bus is loaded for the return trip.

### **28.06 Allowances and Reimbursements**

- (a) Bus Wash Reimbursement  
Regular drivers shall be reimbursed, with supporting receipts, up to the maximum listed in Schedule "A".
- (b) Plug In Allowance  
Regular drivers shall be paid from November 1<sup>st</sup> to March 30<sup>th</sup> inclusive.
  - i. Gas (Refer to Schedule "A")
  - ii. Diesel (Refer to Schedule "A")For absences of 4 or more consecutive days, this rate shall be deducted from the regular driver and paid to the casual driver.

**28.07 Casual Bus Drivers**

- (a) **Cleaning a Bus**  
Casual drivers shall be paid \$12.00 per hour plus up to \$15.00 to use a truck wash with receipts once per month. The Transportation Manager or designate may authorize additional cleaning.
- (b) **Professional Development**  
Casual drivers requested and invited to attend Professional Development days shall be paid at the daily rate and kilometers of the shortest rural division route for the school year.
- (c) **Bus Pick-up**  
If the Employer requires a casual bus driver to pick up a bus, the driver shall receive \$10.00 for bus pick-up and delivery plus mileage at the Division rate for use of his personal vehicle.

**28.08 Ride Along Pay**

A bus driver employed by the Division on a casual or permanent basis shall be paid \$12.00 per hour when, with the Employer's approval, he accompanies another driver for reasons such as learning a new route.

**28.09 Examination and Medical Costs for S Endorsement**

The Employer shall provide a bus for drivers to use when obtaining or renewing the S endorsement on their drivers' licenses. Each bus driver shall be reimbursed the cost of obtaining or renewing an S endorsement as well as the medical fees assessed for required medical examinations. Drivers traveling to the test site with their vehicles shall be reimbursed mileage for the return trip from their homes to the test site.

**28.10 Route Changes**

The Employer may alter routes at its discretion during the school year and adjust kilometers accordingly.

**SCHEDULE "A"**  
**September 1, 2019 – August 31, 2020**

For the purposes of this Agreement, employees working on a 10-month basis shall receive the September rate of pay for the scheduled days within a given school year.

Classification	Year 1	Year 2	Year 3
Audio Visual Technician	22.01	22.63	23.32
Caretaker	20.35	20.96	21.62
Caretaker Fireman Head Caretaker	21.17	21.79	22.42
Community School Coordinator	27.29	28.66	30.03
Cook	20.55	21.09	21.48
Educational Assistant I	18.41	19.39	
Educational Assistant II	19.66	20.64	21.57
Facility Operator	22.52	23.14	23.77
Journeyman	33.31		
Journeyman Cook	22.38	22.92	23.31
Kitchen Aide	18.78	19.20	19.75
Lead Caretaker - NBCHS	22.52	23.14	23.77
Lead Secretary - NBCHS	22.17	23.26	24.40
Library Assistant	19.49	20.47	21.40
Library Technician	20.66	21.28	21.97
Nutrition Coordinator	21.90	22.44	22.83
School Liaison Worker I	24.23	25.61	26.97
School Liaison Worker II	29.73	31.53	33.33
Secretary	20.82	21.91	23.05
Tradesperson	22.50	23.55	24.59
Bus Drivers			
Rural Route Daily Rate	57.45		
Rural Route Kilometer Rate	0.2593		
Urban Route Daily Rate	66.14		
Urban Route kms outside town limits	0.2542		
Wheelchair Allowance Daily Rate	10.00		
Plug Allowance NOV-MAR Gas	325.00		
Wash Reimbursement SEP-JUN Gas	250.00	with receipts	
Plug Allowance NOV-MAR Diesel	400.00		
Wash Reimbursement SEP-JUN Diesel	250.00	with receipts	
Transportation Porter	12.44		



**SCHEDULE "A"**  
**September 1, 2020 – August 31, 2021**

For the purposes of this Agreement, employees working on a 10-month basis shall receive the September rate of pay for the scheduled days within a given school year.

Classification	Year 1	Year 2	Year 3
Audio Visual Technician	22.23	22.85	23.54
Caretaker	20.57	21.18	21.84
Caretaker Fireman Head Caretaker	21.39	22.01	22.64
Community School Coordinator	27.51	28.88	30.25
Cook	20.77	21.31	21.70
Educational Assistant I	18.63	19.61	
Educational Assistant II	19.88	20.86	21.79
Facility Operator	22.74	23.36	23.99
Journeyman	33.53		
Journeyman Cook	22.60	23.14	23.53
Kitchen Aide	19.00	19.42	19.97
Lead Caretaker - NBCHS	22.74	23.36	23.99
Lead Secretary - NBCHS	22.39	23.48	24.62
Library Assistant	19.71	20.69	21.62
Library Technician	20.88	21.50	22.19
Nutrition Coordinator	22.12	22.66	23.05
School Liaison Worker I	24.45	25.83	27.19
School Liaison Worker II	29.95	31.75	33.55
Secretary	21.04	22.13	23.27
Tradesperson	22.72	23.77	24.81
Bus Drivers			
Rural Route Daily Rate	58.33		
Rural Route Kilometer Rate	0.2619		
Urban Route Daily Rate	66.14		
Urban Route kms outside town limits	0.2542		
Wheelchair Allowance Daily Rate	10.00		
Plug Allowance NOV-MAR Gas	325.00		
Wash Reimbursement SEP-JUN Gas	250.00	with receipts	
Plug Allowance NOV-MAR Diesel	400.00		
Wash Reimbursement SEP-JUN Diesel	250.00	with receipts	
Transportation Porter	12.66		

**SCHEDULE "A"**  
**September 1, 2021 – August 31, 2022**

For the purposes of this Agreement, employees working on a 10-month basis shall receive the September rate of pay for the scheduled days within a given school year.

Classification	Year 1	Year 2	Year 3
Audio Visual Technician	22.23	22.85	23.54
Caretaker	20.57	21.18	21.84
Caretaker Fireman Head Caretaker	21.39	22.01	22.64
Community School Coordinator	27.51	28.88	30.25
Cook	20.77	21.31	21.70
Educational Assistant I	18.63	19.61	
Educational Assistant II	19.88	20.86	21.79
Facility Operator	22.74	23.36	23.99
Journeyman	33.53		
Journeyman Cook	22.60	23.14	23.53
Kitchen Aide	19.00	19.42	19.97
Lead Caretaker - NBCHS	22.74	23.36	23.99
Lead Secretary - NBCHS	22.39	23.48	24.62
Library Assistant	19.71	20.69	21.62
Library Technician	20.88	21.50	22.19
Nutrition Coordinator	22.12	22.66	23.05
School Liaison Worker I	24.45	25.83	27.19
School Liaison Worker II	29.95	31.75	33.55
Secretary	21.04	22.13	23.27
Tradesperson	22.72	23.77	24.81
Bus Drivers			
Rural Route Daily Rate	58.33		
Rural Route Kilometer Rate	0.2619		
Urban Route Daily Rate	66.14		
Urban Route kms outside town limits	0.2542		
Wheelchair Allowance Daily Rate	10.00		
Plug Allowance NOV-MAR Gas	325.00		
Wash Reimbursement SEP-JUN Gas	250.00	with receipts	
Plug Allowance NOV-MAR Diesel	400.00		
Wash Reimbursement SEP-JUN Diesel	250.00	with receipts	
Transportation Porter	12.66		

## Classification Descriptions

<b>Audio Visual Technician:</b>	An employee who meets the qualifications of a library technician and is responsible for equipment setup, use, inventory, repair, maintenance and bookings of audio visual equipment at NBCHS.
<b>Community School Co-ordinator:</b>	Educational requirements in accordance with the Ministry of Education.
<b>Facility Operator:</b>	An individual who holds a Fifth Class Power Engineering Certificate and is responsible for the building maintenance, systems monitoring, maintenance and repair at NBCHS.
<b>Lead Caretaker - NBCHS:</b>	An employee who is responsible for building stewardship and leading four or more caretakers on the evening shift at NBCHS.
<b>Journeyman:</b>	An employee holding and maintaining journeyman status in a field recognized and required by the Division. Currently these include: carpenter, electrician, mechanic and plumber.
<b>Library Assistant:</b>	An employee without a post-secondary education.
<b>Library Technician:</b>	An employee holding a certificate or diploma from a recognized educational institution. Employees who have been previously grandfathered will also fit into this category.
<b>Nutrition Co-ordinator:</b>	An employee coordinating the nutrition program at community schools and holding a Food Handling Certificate.
<b>School Liaison Worker I:</b>	An employee holding a certificate or diploma from a recognized educational institution in the following areas: Social Services, Human Services, Psychology, Sociology or equivalent.
<b>School Liaison Worker II:</b>	An employee holding a degree from a recognized educational institution in Social Services, Human Services, Psychology, Sociology or equivalent.
<b>Lead Secretary - NBCHS:</b>	An employee who is responsible for leading a team of secretaries at NBCHS.
<b>Tradesperson:</b>	An employee holding a certificate in a field recognized and required by the Division, and/or having above average skills and proven abilities in the trades areas for which journeyman status has not been obtained.

**LETTER OF UNDERSTANDING**  
**GRANDFATHERING QUALIFICATIONS**

The Parties to this Agreement recognize that there is an increased emphasis placed on post secondary educational requirements, as a result of an increase in special needs students and the diversity of the Living Sky School Division.

It is also recognized that experienced employees provide a valuable service to the students of the Living Sky School Division No. 202.

Permanent employees of the Living Sky School Division No. 202 as of January 1, 2007 will be deemed to be qualified within the classification for which they are currently employed and are eligible to apply for positions which may become vacant within their given classification. The employer reserves the right to ask for specialized qualifications where it is deemed in the best interest of the students for which the service will be provided.

Signed

The Canadian Union of Public  
Employees Local No. 4747

Rona Upor  
Janelle Roth  
Adelle Craswell  
Lenore Davison

Living Sky School Division No. 202  
Board Representatives

Frances Love  
Ken Gault  
Kay Schultz  
Diane Ford

**LETTER OF UNDERSTANDING**

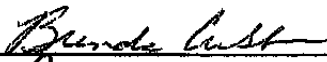
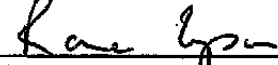
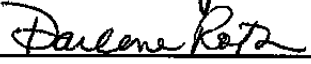
**GRANDFATHERING OF NUTRITIONIST POSITIONS**

The Parties to this Agreement recognize that the Nutrition Coordinator position is an in scope position in all schools within Living Sky School Division as outlined in Article 5 – SCOPE. It is recognized that the two individuals currently working as Nutritionists at Cando Community School will be 'grandfathered' as out of scope as long as they are employed as Nutritionists at Cando Community School. On the date each of the current employees permanently vacates these two positions, the vacancy will be filled in scope with a Nutrition Coordinator.

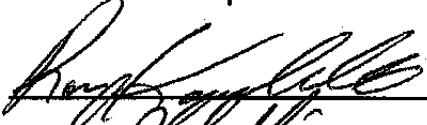

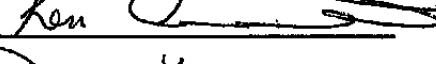

Dated this 21<sup>st</sup> day of October, 2010.

Signed

The Canadian Union of Public  
Employees Local No. 4747

  
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Living Sky School Division  
No. 202 Board Representatives

  
\_\_\_\_\_  
  
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\_\_\_\_\_  
  
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**MEMORANDUM OF AGREEMENT**  
**RED CIRCLED EDUCATIONAL ASSISTANTS**

The Parties to this Agreement recognize that both education and experience are vital to the interests of employees and the students whom they serve.

Effective September 1, 2016, any educational assistants previously hired that do not hold the educational assistant certificate or equivalent from a recognized post-secondary education institution shall be placed on the grid noted below.

	Step 1	Step 2	Step 3
Red Circled Educational Assistants	\$18.48	\$19.46	\$20.39

The employee shall remain on this grid until such a time as the "Educational Assistant I" grid surpasses the grid above, at which point they shall move to that pay grid, or until such time as they attain the required education to be included in the "Educational Assistant II" classification. Upon proof of successful completion of the certificate or equivalent from a recognized post-secondary institution, the employee will be placed at the appropriate step of the Educational Assistant II salary grid.

Employees who are red circled in the grid above will have the ability to progress from step 1 to step 2 and step 2 to step 3 based on service as noted in the collective agreement.

Dated this 19 day of December, 2016

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

THE BOARD OF EDUCATION OF THE  
LIVING SKY SCHOOL DIVISION NO. 202

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES NO. 4747

B. V. [Signature]  
H. P. [Signature]  
 \_\_\_\_\_  
 \_\_\_\_\_

Angail C. Ideck  
Cheryl Johnston  
Brenda [Signature]  
Melissa [Signature]

LETTER OF UNDERSTANDING

EDUCATIONAL ASSISTANTS CLASSIFICATIONS

The Parties to this Agreement recognize the importance of post-secondary training for the betterment of our students.

The parties agreed to two separate Educational Assistant Classifications as follows.

Educational Assistant I – An employee without the applicable certificate from a recognized post-secondary institution.

Educational Assistant II – An employee holding a certificate from a recognized post-secondary institution in the following program areas:  
Educational Assistant, Teachers Assistant, Early Child Education, Youth Care Worker or equivalent.

This agreement is deemed to form part of the Collective Agreement between the Board of Education of the Living Sky School Division No. 202 and CUPE Local No. 4747, September 1, 2016 – August 31, 2020, and shall be attached to the same until such point as the parties agree to its removal.

Attached to and forming part of the Collective Agreement between the Board of

Dated this 19<sup>th</sup> day of December, 2016.

Signed

The Canadian Union of Public  
Employees Local No. 4747

Living Sky School Division  
No. 202 Board Representatives

Melissa Mac

B. Vidar

Brenda Lisen

H. [Signature]

Angail C. Neck

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Cheryl Johnston

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE EXECUTED ON THE FIRST DAY AS WRITTEN ABOVE.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

THE BOARD OF EDUCATION OF THE  
LIVING SKY SCHOOL DIVISION NO. 202

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES NO. 4747

\_\_\_\_\_  
Ronna Pethick

\_\_\_\_\_  
Brenda Cubbon (CUPE President)

\_\_\_\_\_  
Richard Hiebert

\_\_\_\_\_  
Andrea Figurski

\_\_\_\_\_  
Ron Kowalchuk

\_\_\_\_\_  
Gail Franson

\_\_\_\_\_  
Tracie Heintz

\_\_\_\_\_  
Melissa Ma

\_\_\_\_\_  
Brenda Vickers

\_\_\_\_\_  
Abigail Heck

\_\_\_\_\_  
Lonny Darroch

\_\_\_\_\_  
Barry Graff

\_\_\_\_\_  
Marie Kjargaard

\_\_\_\_\_  
Jim Shevchuk