

**COLLECTIVE AGREEMENT**

**Between**

**The Canadian Union of Public Employees Local No. 5123**

**And**

**The Board of Education of the Good Spirit School Division No. 204 of  
Saskatchewan**



**August 1, 2020 to July 31, 2023**

**TABLE OF CONTENTS**

PREAMBLE ..... 1

ARTICLE 1 - RECOGNITION ..... 1

    1.1 Description of Bargaining Unit ..... 1

    1.2 Work of the Bargaining Unit ..... 1

    1.3 No Other Agreements ..... 1

    1.4 Management Responsibilities ..... 1

    1.5 **Union Cooperation** ..... 1

    1.6 **Check Off of Union Dues** ..... 2

    1.7 Probation of Strikes and Lockouts ..... 2

    1.8 Correspondence ..... 2

    1.9 New Employees ..... 2

    1.10 Contact Information ..... 2

ARTICLE 2 – NO DISCRIMINATION ..... 2

    2.1 **The Parties Shall Not Discriminate** ..... 2

    2.2 References ..... 3

ARTICLE 3 – DEFINITION OF EMPLOYEE CATEGORIES ..... 3

    3.1 Employee Categories ..... 3

    3.2 Permanent Employees ..... 3

    3.3 Temporary Employees ..... 3

**3.4 Job Share Employees** ..... 3

ARTICLE 4 – GRIEVANCE PROCEDURE ..... 4

    4.1 Definition ..... 4

    4.2 Procedure ..... 4

    4.3 Decision of the Board ..... 5

    4.4 Time Limits ..... 5

    4.5 Expenses ..... 5

    4.6 Facilities for Meeting ..... 5

    4.7 Witness ..... 5

    4.8 Discipline and Dismissal ..... 6

    4.9 Right to Have a Steward Present ..... 6

    4.10 Record of Disciplinary Action ..... 6

ARTICLE 5 – LAYOFF AND RECALL ..... 6

5.1	Automatic Lay-off and Recall .....	6
5.2	Lay-off Notice .....	6
5.3	Lay-off.....	7
5.4	Recall.....	7
<b>5.5</b>	<b>Procedures for Bumping</b> .....	<b>7</b>
ARTICLE 6 – JOB POSTING AND APPOINTMENT .....		8
6.1	Job Posting.....	8
6.2	Appointment.....	8
ARTICLE 7 – PROBATION .....		9
ARTICLE 8 – SENIORITY .....		9
8.1	Definition.....	9
8.2	Seniority List .....	9
8.3	Loss of Seniority.....	9
ARTICLE 9 – SUSPENSION & DISCHARGE .....		10
ARTICLE 10 – ANNUAL VACATION, STATUATORY HOLIDAYS, AND CHRISTMAS CLOSURE .....		11
10.1	Vacation Entitlement.....	11
10.2	Public Holidays .....	11
ARTICLE 11 – SICK LEAVE .....		11
11.1	Definition.....	11
11.2	Basic Entitlement.....	11
11.3	Accumulated Entitlement .....	11
11.4	Proof of Illness .....	12
11.5	Notification.....	12
11.6	Statement .....	12
ARTICLE 12 – LEAVES OF ABSENCE .....		12
12.1	Bereavement/Compassionate.....	12
12.2	Personal Leave.....	13
12.3	Jury/Witness Duty Leave .....	13
12.5	Negotiation Leave .....	14
12.6	General Leave.....	14
12.7	Union Leave .....	14
ARTICLE 13 – PAYMENT OF WAGES AND HOURS OF WORK .....		15
ARTICLE 14 – BUS DRIVER QUALIFICATIONS & OBLIGATIONS.....		16
14.1	<b>Approved Drivers</b> .....	<b>16</b>

<b>14.2 Medical Examination .....</b>	<b>16</b>
<b>14.3 Driver In-Services.....</b>	<b>16</b>
ARTICLE 15 – OCCUPATIONAL HEALTH AND SAFETY.....	16
ARTICLE 16 – TERM OF AGREEMENT.....	16
16.1 Duration.....	16
SCHEDULE I .....	17
SCHEDULE II.....	18

## **PREAMBLE**

The purpose of this agreement is:

- a) To maintain and improve harmonious relations and settled conditions of employment between the Board and the Union;
- b) To recognize the mutual value of joint discussions and negotiations;
- c) To encourage efficiency in operation; and
- d) To promote an amicable method of settling differences or grievances which may arise with respect to matters covered by this agreement.

## **ARTICLE 1 - RECOGNITION**

### **1.1 Description of Bargaining Unit**

The Board recognizes the Canadian Union of Public Employees and its Local 5123 as the sole and exclusive bargaining agent for all permanent bus drivers in the Canora, Invermay, and Sturgis attendance areas.

### **1.2 Work of the Bargaining Unit**

Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of substitute driving, instruction, experimenting, or in emergencies when permanent employees are not available and provided that the performing of the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

### **1.3 No Other Agreements**

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

### **1.4 Management Responsibilities**

Subject to articles of this agreement, the parties recognize the right, duty, and responsibility of the Board to organize the operation of the work force in the Good Spirit School Division, to maintain order, discipline and efficiency, to manage and direct employees in their duties with the object of fulfilling the legal responsibilities of the Board and in general to do all those things, being lawful, which in the opinion of the Board further these aims.

### **1.5 Union Cooperation**

**The Union agrees for itself and its members to loyally promote and uphold the regulations as set out by the Board for the proper maintenance of school services and to do everything possible to retain and create harmony and goodwill between the Board and the employee.**

1.6 Check Off of Union Dues

The Board agrees, upon written request of the **Union**, to deduct from the pay of employees, the amount of Union dues so authorized. The total sum so deducted shall be remitted **by cheque** to the **secretary-treasurer of the Union** not later than the twentieth (20<sup>th</sup>) **day** of the following month, accompanied by a list **containing the following information:**

i) **Employee Name**

ii) **Dues Deducted**

1.7 Probation of Strikes and Lockouts

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 lockout by the Board.

1.8 Correspondence

All correspondence between the parties arising out of this **agreement** shall pass to and from the **director of education** or designate and the **president** of the Union unless otherwise specified in this **agreement**.

1.9 New Employees

On the commencement of employment, the Board will identify the name of the shop steward as a part of the new employee's employment package.

1.10 Contact Information

The Employer will provide to the Union an annual list of employees in the bargaining unit. The list will include each person's name, mailing address, and phone number (if known). The Employer shall provide the Union with the contact information for newly hired employees during the school year.

**ARTICLE 2 – NO DISCRIMINATION**

2.1 The Parties Shall Not Discriminate

The Board and the Union agree that there shall be no **discriminatory practices** with respect to **an employee because of their**, race, creed, **religion**, colour, sex, **marital status, physical disability, nationality, ancestry, place of origin, gender status, family status, disability, age, sexual orientation, and receipt of public assistance, or union activity. The Board shall not discriminate against any employee because of their connection with the Union or because of their non-membership in the Union or for activities in accordance with those rights and privileges defined in the applicable legislation of the Province of Saskatchewan and any subsequent or alternative enactment passed in the spirit of labour harmony.**

## 2.2 References

Whenever the singular or masculine is used in this agreement, it shall be considered as if the plural or any gender has been used where necessary.

## **ARTICLE 3 – DEFINITION OF EMPLOYEE CATEGORIES**

### 3.1 Employee Categories

All employees covered by this agreement shall fall into the following categories:

- a) Permanent
- b) Temporary
- c) **Job Share**

### 3.2 Permanent Employees

Permanent employees shall be those persons employed on a continuous permanent basis.

### 3.3 Temporary Employees

Temporary employees shall be those persons whose employment is for a known period of time with a start and end date of greater than eighty (80) consecutive days worked. Temporary employees may be discharged due to shortage of work and in accordance with *The Saskatchewan Employment Act* notice periods.

### 3.4 Job Share Employees

**Where two (2) or more persons share a position/route, subject to prior written approval having been obtained, from the transportation manager or designate, outlining the terms and conditions of the job share arrangement.**

## ARTICLE 4 – GRIEVANCE PROCEDURE

### 4.1 Definition

A grievance exists when there is a dispute or difference of opinion between the Board and the Union or any employee as to the interpretation, or application of any provision of this agreement. A dispute involving a dismissal or discipline, or a general application or interpretation shall bypass Step 1 and 2.

### 4.2 Procedure

The procedure for the resolution of grievances shall be as follows:

#### Step 1

Before proceeding with a formal complaint, the Union shall first seek to approach the employee's immediate out-of-scope supervisor to discuss the potential means of resolving a complaint and to request assistance in resolving the matter on an informal basis.

#### Step 2

Failing agreement after Step 1, the Union shall seek to settle the grievance with the **superintendent of human resources** or designate. The Union will submit to the **superintendent of human resources** or designate, a written statement of the grievance and redress sought, within ten (10) working days of its occurrence and a hearing shall be held. The grievance shall specify the article and section of the agreement alleged to have been violated, the circumstances and occurrence leading to the alleged violation.

The employee concerned, a local representative, and the **superintendent of human resources** or designate shall meet to discuss the grievance within ten (10) working days of its receipt.

The **superintendent of human resources** or designate shall render a written decision within seven (7) working days after the hearing.

#### Step 3

Failing agreement after Step 2, application shall be made to the **director of education**, in writing, within ten (10) working days of the written decision under Step 2, or in the case of dispute involving a dismissal or discipline, or a general application or interpretation, the Union will submit a written statement of the grievance and redress sought, within thirty (30) working days of its occurrence through the **director of education**.

The **director of education** shall give their decision in writing within seven (7) working days of the hearing.

#### Step 4

Grievances which are not resolved after Step 3 may be referred to a **board of arbitration** within ten (10) working days of the written decision under Step 3. Upon mutual agreement, the **Employer** and the **Union** may choose to resolve the grievance through mediation prior to referring the grievance to a **board of arbitration**.

The **board of arbitration** shall consists of one (1) member appointed by the **Union**, who shall be appointed within ten (10) working days of the written decision under Step 3, one (1) member appointed by the **Board**, who shall be appointed within ten (10) working days of the appointment of the **Union** nominee, and a **chairperson**, jointly named by the two (2) members so appointed.

Where the appointees of the parties fail to agree, within ten (10) working days of their appointment, on the appointment of the **chairperson**, either party may request the **chairperson** of the **labour relations board** to make the third member appointment.

#### 4.3 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 ninety (90) working days.

#### 4.4 Time Limits

- a) The time limits fixed in the grievance procedure may be extended by consent of the parties to this **agreement**.
- b) In the event the initiator of the grievance fails to follow the procedure and time limits established in this article, the grievance shall be deemed to be abandoned.

#### 4.5 Expenses

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

#### 4.6 Facilities for Meeting

The **Board of Education** will supply the necessary facilities for the grievance meetings.

#### 4.7 Witness

Subject to prior approval by the **d**irector of education or designate, at any stage of the grievance procedure, the Union may have the assistance of the employee concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

4.8 Discipline and Dismissal

Subject to Article 7 – Probation, discipline and dismissal shall only be for just cause. The Board agrees to adhere to the principles of progressive discipline. A dismissed or disciplined employee shall be given the reason for the dismissal or discipline in the presence of a local shop steward or designate and the Union shall be advised promptly in writing of the reason.

4.9 Right to Have a Steward Present

Employees shall have the right to have their steward, local union officer, or CUPE staff representative present at any disciplinary discussion with supervisory personnel. Where a supervisor intends to interview employees for disciplinary purposes, the supervisor shall so notify the employee in advance for the purpose of the interview in order that the employee may contact their steward, local union officer, or CUPE staff representative and request the steward's attendance at the interview. A steward or local union officer shall have the right to consult with a CUPE staff representative and to have that representative present at any disciplinary discussion with supervisory personnel, which might be the basis of disciplinary action.

4.10 Record of Disciplinary Action

Upon written request to the **d**irector of education, any record of disciplinary action may be removed upon mutual agreement between the **d**irector of education, Union, and employee providing the written request is made after a reasonable length of time. Employees may choose to submit a written comment with respect to any disciplinary action in the file. Such comment shall be attached to the relevant document and included in the file.

**ARTICLE 5 – LAYOFF AND RECALL**

5.1 Automatic Lay-off and Recall

Notwithstanding "Lay-off Notice" Article 5.2, bus drivers employed on the basis of the school year shall be deemed to be laid off for school vacation periods. This **a**rticle shall serve as notice of lay-off and recall. Recall shall be automatic except when notice of lay off has been given under Article 5.2

5.2 Lay-off Notice

Permanent employees may be laid off indefinitely in accordance with *The Saskatchewan Employment Act* notice periods. The Union will be copied the notices.

### 5.3 Lay-off

- a) **Employees will be laid off by attendance area pursuant to Article 5.2. An employee laid off will automatically have their name placed on the casual drivers list.**
- b) **Where driving routes are combined, seniority, location of residence, driving record, and loss of route shall be considered to determine who is laid off.**

### 5.4 Recall

- a) Prior to posting a permanent position **in Area North or Area South** pursuant to “Job Posting” Article 6.1, notice of recall shall be given **by telephone (or text if the employee is not available by telephone) and followed up in writing by mail or electronic means** and the employee shall, within **three (3)** working days from the date of **notification**, advise the **director** or designate as to whether **they** wish to return to work and in the event the employee wishes to return, **they** must do so no later than **five (5) working** days from the date of the **notice** advising of the recall.
- b) It shall be the responsibility of the employee to keep the **superintendent of human resources**, or designate informed of **their** current address, telephone number, **and email if available**.

### 5.5 Procedures for Bumping

**5.5.1 If an employee receives layoff notice and chooses to bump, providing they have the required qualifications, knowledge, education, skills and abilities for the position, the procedure shall be as follows:**

**5.5.1.1 Bump an employee with the least seniority within the same classification and hours of work within the attendance area in which the employee is presently working; or**

**5.5.1.2 Bump an employee with the least seniority within the same classification within the area in which the employee is presently working.**

**For the purpose of this article, area shall be defined as follows:**

- i) **Area 1: Sturgis**
- ii) **Area 2: Canora**
- iii) **Area 3: Invermay**

- 5.5.2** Employees, after being advised of their options, shall be granted up to three (3) working days to select their option, if no selection is made, the employee shall be deemed on layoff.
- 5.5.3** Employees who work in more than one (1) classification and choose to bump as outlined above in Article 5.5.1 shall do so in the classification in which majority of their assignment is spent.
- 5.5.4** The division will incur no additional cost as a result of the employee bumping out of their attendance area. (The school bus will not be allowed to leave the attendance area.)

## **ARTICLE 6 – JOB POSTING AND APPOINTMENT**

### **6.1** Job Posting

**6.1.1** When the director or designate proceeds to fill a permanent **position**, employees **in that classification** on layoff shall be recalled pursuant to “Recall” Article 5.4. If **this** position remains vacant, **a job notice outlining the details of the position shall be posted as follows:**

- i) **Good Spirit School Division website**
- ii) **Bus garage bulletin board**

**A copy of the notice shall be sent to the Union by email to the president.**

**6.1.2** When a permanent vacancy or temporary vacancy known to be greater than **thirty (30) calendar days** is to be filled, the director of education or designate shall post a notice of the vacancy.

**6.1.3** The notice shall be posted for at least seven (7) calendar days prior to the close of receipt of applications unless a shorter notice is required due to operational needs and in such case, the Union will be notified. The director or designate may also advertise the position externally during the time the job positing is in effect.

### **6.2** Appointment

**6.2.1** The appointment shall be made from applicants the director or designate considers to possess the required qualifications, knowledge, education, skills **and** abilities. In the event there are two (2) or more applicants the director or designate considers **to** possess the required qualifications, knowledge, **education**, skills and abilities, place of residence, and seniority shall be the deciding factor in the appointment.

**6.2.2 An unsuccessful internal candidate shall be given notice of not being selected.**

**6.2.3 The Board will assume no additional financial obligations (i.e. return home mileage, etc.) as a result of a driver accepting a position not within their attendance area. (The Board will define attendance areas.)**

## **ARTICLE 7 – PROBATION**

7.1 All newly hired employees shall be on probation. **Employees will be on probation** for six (6) months work and will have no seniority rights during this period. During the probationary period, the employee may be discharged for general unsuitability. After successful completion of the probationary period, seniority shall be effective from the original date of hire. The probation period may be extended for a further period of six (6) months upon agreement of the director or designate and the Union.

## **ARTICLE 8 – SENIORITY**

### 8.1 Definition

Subject to “Probation” Article 7, seniority shall be determined on the basis of:

- a) Permanent Employees: continuous service commencing from the last date of hire with the Board
- b) Temporary Employees: continuous service commencing from the last date of hire with the Board subject to “Loss of Seniority” Article 8.3 (f).

### 8.2 Seniority List

- a) An employee seniority list shall be posted once each year at the Sturgis and Yorkton bus garages, on or before the end of September, in a place or places accessible to all employees and shall be open to protest for a period of thirty (30) calendar days from the date of posting. The seniority on the pervious year’s list is not open to any challenge. On presentation by the Union of proof of error, a correction shall be made immediately. The seniority listed including corrections is deemed correct. A copy of each seniority list along with any corrections shall be sent to the Union’s recording secretary.
- b) For the purpose of determining the seniority of two (2) or more employees who have the same bargaining unit wide seniority, their birth month and day will be used. The employee with the earliest birth month and day will be considered senior.

### 8.3 Loss of Seniority

Seniority rights shall be lost only in the event:

- a) An employee is discharged for just cause;
- b) An employee resigns from **their** employment with the Board and the resignation is accepted;
- c) An employee retires from his employment with the Board;
- d) An employee fails to comply with Article 5.4 entitled “Recall”;
- e) A permanent employee is laid off for a period longer than twenty-four (24) consecutive months. This time limit shall be extended by only the time worked as a temporary employee during the lay off period; **and**
- f) A temporary employee has not worked for the Board within twelve (12) consecutive months.

## **ARTICLE 9 – SUSPENSION & DISCHARGE**

**9.1 No employee shall be disciplined or discharged without just cause. In case of discipline or discharge, the employee shall be advised in writing by the director or designate of the reasons for such actions. All discipline and discharge is subject to the grievance procedure.**

**9.2 Without restricting the generality of Article 9.1, the Board and the Union agree that the penalty for the following action shall be:**

- i) A bus driver who drives a school bus when they do not hold a valid Saskatchewan School Bus Driver’s license or who does not possess a valid Saskatchewan Driver’s license shall be discharged.**
- ii) A bus driver with fifteen (15) or more SGI demerit points on their drivers abstract shall be subject to an unpaid suspension until a defensive driving course has been completed.**

**9.3 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings for the period of suspension or discharge; however, if reinstatement is not acceptable, the parties will negotiate payment in lieu of notice. Compensation shall be processed during the pay period next following such reinstatement or termination.**

## **ARTICLE 10 – ANNUAL VACATION, STATUTORY HOLIDAYS, AND CHRISTMAS CLOSURE**

### **10.1 Vacation Entitlement**

Annual vacation entitlement will be in accordance with the following:

- a) Up to and including seven (7) years of employment – 3/52nds of yearly earnings.
- b) From the eighth (8<sup>th</sup>) anniversary of employment and up to and including sixteen (16) years of employment – 4/52nds of yearly earnings.
- c) From the seventeenth (17<sup>th</sup>) anniversary of employment and up to and including twenty-five (25) years of employment – 5/52nds of yearning earnings; and
- d) From the twenty-sixth (26<sup>th</sup>) anniversary of employment – 6/52nds of yearly earnings.

Bus drivers shall receive vacation pay in lieu of annual vacations. The applicable vacation pay is to be paid each pay period.

### **10.2 Public Holidays**

Employees shall be paid for public holidays in accordance with *The Saskatchewan Employment Act*. Therefore, employees who are laid off during the school vacation periods of Christmas break, February break, Easter break, and summer break will not be paid for public holidays during those layoff periods.

## **ARTICLE 11 – SICK LEAVE**

### **11.1 Definition**

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 an accident for which compensation is not payable under *The Workers' Compensation Act, 2013* or *The Automobile Accident Insurance Act*.

### **11.2 Basic Entitlement**

Permanent and temporary employees shall be entitled to sick leave in the amount of two (2) days for each month worked.

### **11.3 Accumulated Entitlement**

The unused portion of an employee's annual sick leave shall accumulate to a maximum of one hundred and fifty (150) days.

#### 11.4 Proof of Illness

The **d**irector or designate may require the employee to provide a medical certificate for any illness where three (3) consecutive working days of illness are claimed pursuant to this **a**rticle when there are attendance concerns. The **d**irector or designate may require a second medical certificate from a medical practitioner selected by the **d**irector or designate and at the expense of the Board.

#### 11.5 Notification

Every employee who is absent on account of illness shall notify his immediate out-of-scope supervisor without delay. Failure to do so, without good cause, shall deprive the employee from the benefits to which **they** would normally be entitled for that illness prior to the time due notice is received by the supervisor.

#### 11.6 Statement

Employee's monthly pay statements shall show the number of sick leave days accumulated. If an employee believes that the number shown is incorrect, **they** shall provide evidence of error to the **d**irector or designate within the academic year the statement was issued otherwise the number shown will be deemed correct and not be open to any retroactive challenge.

### ARTICLE 12 – LEAVES OF ABSENCE

#### 12.1 Bereavement/Compassionate

##### 12.1.1 Definition:

For the purposes of this **a**rticle, immediate family (including common-law) is defined as father, mother, brother, sister, son, daughter, husband, wife, and grandchildren, legal guardian, or ward.

For the purpose of this section, extended family is defined as grandparent, uncle, aunt, niece and nephew, as well as those members of the spouses' immediate and extended family.

##### 12.1.2 Application:

An employee shall be granted compassionate leave with pay for up to five (5) consecutive working days per occasion to attend a critical illness or death in the immediate family.

An employee shall be granted compassionate leave with pay for up to three (3) consecutive school days, per occasion, in the event of a critical illness, death, and funeral in the extended family.

For the purpose of this article, “critical illness” shall mean an illness or circumstances that a physician deems life threatening or where a physician believes death to be imminent.

**12.1.3 Each employee shall apply for bereavement leave under this article in writing to the director or designate either before or after the date of the leave.**

**12.1.4 The director, at their discretion, may grant compassionate leave without pay in excess of five (5) days and in instances other than immediate family.**

**12.1.5 In extenuating circumstances such as extensive travel, an employee may be granted leave with pay in excess of two (2) days for extended family. In order for such a request to be considered, the employee shall supply the details of the request to the director.**

## **12.2 Personal Leave**

**Each employee may be entitled to leave for personal reasons. Requests for leave shall be made in writing to the director or designate. A maximum of five (5) days personal leave with pay may be granted during each academic year. Personal leave is defined as:**

- i) An emergency, accident, sickness, or serious illness of an employee’s parent, spouse, common-law spouse, child, common-law child;**
- ii) Attending to non-routine medical and dental appointments or specialist referrals which cannot be scheduled outside of working hours or for the family noted in i) above;**
- iii) Attending a funeral as a pallbearer; and**
- iv) To attend secondary graduation or post-secondary convocation of self, child, or spouse; the number of such days in any one (1) academic year shall not exceed two (2).**

## **12.3 Jury/Witness Duty Leave**

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

The employee shall pay to the Board any remuneration other than expenses, which **they** receive, for such absence. With respect to the Court of Queen’s Bench, the employee, if appearing as a witness, shall make application in accordance with “The Queen’s Bench Fees Regulations” for witness fees.

The employee shall notify the director or designate as soon as possible after receipt of notice for such absence.

This article does not apply to an employee:

- i) Who has a direct or indirect interest in the outcome of any proceedings and who has not been subpoenaed; or
- ii) Who appears as an accused in any proceedings.

#### **12.4 *Saskatchewan Employment Act Leaves***

**An employee shall be entitled to maternity, parental, adoption, interpersonal violence, compassionate care, crime related death or disappearance, organ donation, critical ill child/adult, and other legislative leaves in accordance with *The Saskatchewan Employment Act of the Province of Saskatchewan.***

#### **12.5 Negotiation Leave**

If the parties agree to meet to conduct negotiations during working hours, the Board will provide leave without loss of pay for up to four (4) employees for their time spent in direct negotiations. The Union will advise the director or designate of the membership of the Union bargaining committee.

#### **12.6 General Leave**

The director or designate may grant a leave of absence without pay to any employee requesting such leave. All requests for leave under this article must be made in writing and must be approved by the director or designate before any leave is taken.

#### **12.7 Union Leave**

An employee who is elected for a position with the Union shall be granted leave of absence for a period of up to one (1) year. Such leave may be extended for one (1) additional year upon written request of the employee. Such employee shall receive pay and benefits as provided in this agreement, but the Union shall reimburse the Board for all pay and benefits during the period of absence

Application must be made in writing to the director or designate at least thirty (30) working days in advance.

Subject to work requirements of the school division, employees elected to represent the Union at conventions or educational workshops shall be allowed a leave of absence without loss of pay or benefits. Application must be made in writing to the director or designate at least ten (10) working days in advance. The Union shall reimburse the Board for all pay and benefits during the period of absence. Leave shall be granted subject to the following conditions:

- i) Only one (1) employee shall be allowed this leave at any one time;
- ii) Up to a maximum of five (5) consecutive days may be taken at any one time.

## **ARTICLE 13 – PAYMENT OF WAGES AND HOURS OF WORK**

### **13.1 Hours of Work**

#### **13.1.1 Bus Driver**

The normal daily hours of work of a bus driver are deemed to be four and one half (4.5) hours per driving day and includes the driver's regular route travel time as reported to the Board each year and also includes time for cleaning, warm-up, checking, fuel-up, and servicing. The period of employment shall be defined as the academic year.

#### **13.1.2 Averaging of Hours**

Notwithstanding the above, full-time equivalent hours of work may be scheduled up to ten (10) hours per day and an average of one hundred and sixty (160) hours in a four (4) week period without receiving overtime.

### **13.2 Overtime**

Scheduled hours of work shall not exceed eight (8) hours in a given day or forty (40) hours in a given week. All time authorized by the director or designate worked beyond eight (8) hours in a given day or forty (40) hours in a given week will be considered as overtime and will be compensated at the rate of time and one-half (1.5) the regular base rate.

Notwithstanding the above, where an employee has an averaging of hours arrangement, (i.e. bus driver and EA) has been scheduled ten (10) hours in a given day and one hundred and sixty (160) hours in a four (4) week period, all time authorized by the director or designate worked beyond ten (10) hours in a given day or one hundred and sixty (160) in a four (4) week period will be considered as overtime and will be compensated at the rate of time and one-half (1.5) of the regular base rate.

### **13.3 Payment of Wages**

Employees shall be paid on or before the twenty-eight (28<sup>th</sup>) day of the month by direct deposit to the employee's financial institution. When the twenty-eighth (28<sup>th</sup>) of the month falls on a weekend, payment will be made on the previous Friday. The December payday will be the last day of school before Christmas vacation.

**A casual employee shall be paid no later than the fifth (5<sup>th</sup>) business day of the month following a month in which the employee provided substitute service.**

## **ARTICLE 14 – BUS DRIVER QUALIFICATIONS & OBLIGATIONS**

### **14.1 Approved Drivers**

**No person shall operate a school vehicle except the driver assigned by the director or designate. The regular driver will select an alternate driver from the approved spare driver list in the event that they are unable to perform their duties. The alternate driver shall operate the vehicle in accordance with terms of this agreement.**

### **14.2 Medical Examination**

**The director or designate, at their discretion, may require a bus driver to take a medical exam, at the Board's expense.**

### **14.3 Driver In-Services**

**When attendance is required by the director or designate for in-service meetings, drivers shall be compensated at the rate outlined in Schedule II.**

### **14.4 Regulations**

**Employees shall comply with all provisions of the legislation and regulations as from time to time promulgated by the Province of Saskatchewan and all policies of the Board.**

## **ARTICLE 15 – OCCUPATIONAL HEALTH AND SAFETY**

The parties agree to adhere to the relevant portion of *The Saskatchewan Employment Act* and the applicable regulations made thereunto.

## **ARTICLE 16 – TERM OF AGREEMENT**

### **16.1 Duration**

**This agreement shall be effective from August 1, 2020 and shall remain in force until and including July 31, 2023 and from year to year thereafter unless written notice is given as provided in accordance with the applicable legislation.**

**SCHEDULE I  
HOURS OF WORK**

CLASSIFICATION	DAYS	HOURS	YEAR
Bus Driver	Student Days	<b>As per Article 13.1</b>	Academic

## SCHEDULE II

### RATES OF COMPENSATION – BUS DRIVER

#### 1. Daily Rate of Pay for Regular Route Bus Drivers

Daily rate of pay for regular route bus drivers for scheduled driving days, including cancellations due to weather conditions.

Economic Adjustment	2% August 1, 2020	2% August 1, 2021	2% August 1, 2022
<b>Monthly Rate</b>	<b>\$1481.02</b>	<b>\$1510.64</b>	<b>\$1540.82</b>
Basic Per Day (up to 110 km)	<b>\$80.49</b>	<b>\$82.10</b>	<b>\$83.74</b>
Next 111 – 199 km @	<b>0.2763</b>	<b>0.2818</b>	<b>0.2874</b>
Over 200 km @	<b>0.3007</b>	<b>0.3067</b>	<b>0.3128</b>

- a) The route distance used to calculate the daily rate of pay for permanent bus drivers shall be the route distance as established on September 30<sup>th</sup> of each year.
- b) Although the bus route may change from time to time throughout the period of time from September 1 to June 30, the daily rate of pay shall be based upon the route distance as of September 30<sup>th</sup>.

#### 2. Field Trip Rates

Effective August 1, 2020 - \$18.32 per hour plus 16.20 cents/km over 100 km

Effective August 1, 2021 - \$18.69 per hour plus 16.52 cents/km over 100 km

Effective August 1, 2022 - \$19.06 per hour plus 16.85 cents/km over 100 km

- a) Where an employee is required and authorized to use a personal vehicle to pick up a bus for academic based activities the Board approved mileage rate shall apply. Drivers shall be compensated for kilometers driven from their residence to the regular drivers' residence, or to the garage, as the case may be, and return when using their personal vehicle to pick up a bus.
- b) Driving time and distance shall be calculated from the commencement of the trip, departure from the school to the return to the school. The minimum hours to be paid for each trip shall be two (2) hours (including waiting time).
- c) Except in unforeseen circumstances (i.e. inclement weather), if a trip is cancelled less than twenty-four (24) hours prior to the commencement of the trip, the driver shall be compensated at the minimum time as indicated in Article (b) above.

#### 3. Plug-in Power

- a) Rates payable annually on January 28<sup>th</sup> to permanent drivers for full season.

- b) **Temporary and casual bus** drivers will be compensated for plug-in power for each day they work during the period of November 1 to March 31 inclusive. **The equivalent amount will in turn be deducted from the regular driver that the spare is driving for.**

Effective January 1, 2021	<u>Diesel Buses</u>	<u>Gasoline</u>
	\$320.34	\$204.22

- c) Effective January 1, 2021 and subsequently, prior to January 28<sup>th</sup> of each year, increases in SaskPower rates between January 1<sup>st</sup> and December 31<sup>st</sup> of the previous year will be determined, and rates payable to the drivers will be increased by the percentage amount of any such increase.

4. Bus Servicing

Applicable to those drivers who specifically drive their bus to a designated school division garage for service from/to school. Drivers shuttling buses for repair to various locations outside their regular bus service area shall be paid the hourly rate and will not be paid the per kilometer rate.

Effective August 1, 2020 - **\$18.32** per hour  
 Effective August 1, 2021 - **\$18.69** per hour  
 Effective August 1, 2022 - **\$19.06** per hour

Drivers shuttling buses for repair to various locations outside their regular bus service areas, shall be paid the following rates:

Effective August 1, 2020 - **\$18.32** per hour  
 Effective August 1, 2021 - **\$18.69** per hour  
 Effective August 1, 2022 - **\$19.06** per hour

5. Bus Driver In-services

Bus drivers shall receive compensation in accordance with Article 2 Schedule II entitled “Field Trip Rates” for **actual time spent** attending school division sponsored in-services.

6. Bus Driver Medicals and Test Fees

**Regular and spare drivers, who have driven at least thirty (30) times during the previous three (3) school years, shall be reimbursed for medical and driver test fees associated with re-qualifications.** The maximum reimbursement shall be \$150.00. Claims for reimbursement must be supported by the original copy of the appropriate receipts.

7. Allowance for Wheelchair Buses

Drivers transporting students in wheelchairs shall receive an allowance of \$7.57 per day **per student for each scheduled day**. Effective August 1, 2021 the daily rate shall increase to \$7.72 and effective August 1, 2022 the daily rate shall increase to \$7.87.

Subject to written approval by the director or designate, where a driver is required to physically assist loading, securing, and unloading a student with special needs they may make application to the director or designate and receive the specified daily allowance per student for each scheduled day.

8. Cell Phone Allowance

- i) Upon written application to the director or designate, a cell phone allowance of \$25.00 per month worked shall be paid to **regular permanent drivers who use their personal cell phone for work and may be** prorated on a daily basis of \$1.00/day or weekly basis for partial months worked.
- ii) If the division monthly cell phone allowance rate increases, this negotiated cell phone allowance rate will increase to the same rate.
- iii) **Upon written application to the director or designate, spare drivers shall receive an additional \$1.00 per day worked in recognition for carrying a cell phone.**

9. Bus Washing Allowance

Drivers shall receive an allowance of \$150.00 per academic year.

**Casual employees working five (5) consecutive days for the same driver will receive a \$5.00 bus wash allowance.**

10. Split Shift Recruitment/Retention Adjustment

In recognition of the difficulty of recruiting and retaining bus drivers due to the requirement of unsociable split shifts, effective for the 2020-2021 school year the prorated annual adjustment shall increase to \$593.86. For the 2021-2022 school year the rate shall be \$605.74 and for the 2022-2023 school year the rate shall be \$617.85.

NOTE: Retroactive pay will be provided to all current active bus drivers effective August 1, 2020 based on the rates identified in Schedule II.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

On Behalf of CUPE Local 5123:

On Behalf of Good Spirit School Division No. 204:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

JG/bs:cope491