

COLLECTIVE AGREEMENT

Between

**SASKATCHEWAN DISTANCE LEARNING
CORPORATION**



**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5544**

CUPE / *Canadian Union
of Public Employees*

September 1, 2024, to August 31, 2027

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 – TERM OF AGREEMENT.....	2
1.02 Duration.....	2
1.03 Written Notice	2
ARTICLE 2 – DEFINITIONS.....	2
2.01 Definitions.....	2
ARTICLE 3 – UNION SCOPE AND RECOGNITION.....	3
3.01 Scope	3
3.02 Job Security.....	5
3.03 Responsibility of the Employer.....	5
ARTICLE 4 – PAYMENT OF WAGES AND ALLOWANCES.....	5
4.01 Paydays.....	5
4.02 Increments.....	6
4.03 Increment Date on Promotion or Reclassification Upward.....	6
4.04 Promotional Formula	6
4.05 Multiple Salary Transactions on Same Date.....	7
4.06 Shift Differential	7
4.07 Temporary Pay for Work in a Higher/Lower Classification.....	7
4.08 Payments Due on Separation.....	7
4.09 Vacation on Separation	7
ARTICLE 5 – HOURS OF WORK.....	8
5.01 General.....	8
5.02 Paid Rest Periods	8
5.03 Assignment of Additional Work.....	8
5.04 Work on Saturdays and Sundays	8
ARTICLE 6 – OVERTIME.....	8
6.01 Overtime	8
6.02 Compensation for Overtime	8
6.03 Call-Back Pay	9
ARTICLE 7 – DESIGNATED HOLIDAYS.....	9
7.01 Designated Holidays.....	9
7.02 Additional Day (Floating Holiday).....	9
7.03 Part-time and Casual Employees	10
7.04 Designated Holiday During Vacation.....	10
7.05 Compensation for Holidays Falling on Saturday or Sunday.....	10
7.06 Pay for Work on Designated Holiday.....	10
ARTICLE 8 – VACATION.....	10
8.01 Vacation Entitlement	10
8.02 Service for Vacation Purposes.....	10
8.03 Employee to Provide Proof of Previous Eligible Service.....	11
8.04 Vacation for Twelve (12) Month Employees	11
8.05 Vacation Pay for Ten (10) Month Employees.....	11
8.06 Carryover of Vacation for Twelve (12) Month Employees.....	11

8.07 Change of Vacation to Sick Leave	11
ARTICLE 9 – BENEFITS	12
9.01 Pension Plan	12
9.02 Employee Benefit Plan	12
9.03 Benefits While on Leave of Absence or Lay Off.....	12
ARTICLE 10 – SICK LEAVE	13
10.01 Sick Leave Defined	13
10.02 Sick Leave Accrual	13
10.03 Scheduling of Medical Appointments	13
10.04 Proof of Illness	13
10.05 Sick Leave Without Pay.....	13
10.06 Reimbursement for Wage Replacement.....	14
10.07 No Salary for Unused Sick Leave Credits.....	14
ARTICLE 11 – MATERNITY, PARENTAL, AND ADOPTION LEAVE AND SUPPLEMENTAL EMPLOYMENT BENEFIT (SEB)	14
11.01 Leave to Attend Birth or Adoption	14
11.02 Maternity, Parental, and Adoption Leave.....	14
11.03 Supplemental Employment Benefits (SEB)	15
ARTICLE 12 – BEREAVEMENT LEAVE	16
12.01 Bereavement Leave.....	16
12.02 Compassionate Care / Critical Illness Leave	16
ARTICLE 13 – FAMILY SICK LEAVE	17
ARTICLE 14 – EARNED LEAVE (EXTRA-CURRICULAR)	17
14.01 Extra-Curricular Leave	17
14.02 Access to Earned Leave	18
ARTICLE 15 – OTHER LEAVES	18
15.01 Negotiation Leave.....	18
15.02 Union Leave.....	18
15.03 Emergency Leave	19
15.04 Extended Leave.....	19
15.05 Graduation Leave	20
15.06 Inclement Weather Leave.....	20
15.07 Jury or Witness Leave.....	20
15.08 Public Office Leave	20
15.09 Intimate Partner/Inter-Personal Violence Leave	20
15.10 Education Leave	20
ARTICLE 16 – PROFESSIONAL DEVELOPMENT	21
16.01 Employer Initiated.....	21
16.02 Employee Initiated	21
ARTICLE 17 – SENIORITY	21
17.01 Definition.....	21
17.02 Seniority List.....	21
17.03 Loss of Seniority	21
17.04 Employees Appointed to an Out-of-Scope Position.....	22
17.05 Employees Appointed Temporarily to an Out-of-Scope Position	22

ARTICLE 18 – VACANCIES AND NEW POSITIONS	22
18.01 Job Postings	22
18.02 Information in Postings.....	22
18.03 Appointment.....	23
18.04 Temporary Appointments.....	23
18.05 Probation	23
18.06 Trial Period.....	23
ARTICLE 19 – LAYOFF AND RECALL	24
19.01 Layoff Provisions.....	24
19.02 Automatic Layoff	26
19.03 Recall.....	26
ARTICLE 20 – TRANSFER OF EMPLOYEES.....	26
20.01 Transfer Procedure.....	26
20.02 Transfer due to Student Movement	26
20.03 Refusal of Transfer	26
ARTICLE 21 – REIMBURSEMENT OF EXPENSES	27
21.01 Tools, Clothing, and Boot Reimbursement.....	27
21.02 Employment Insurance (EI) Premium Reduction Rebate	27
21.03 Reimbursement of Expenses	27
ARTICLE 22 – WORKERS’ COMPENSATION.....	27
22.01 Reporting Workplace Injuries.....	27
22.02 Requirement to Apply for Long-Term Disability (LTD)	28
22.03 Workers’ Compensation Payments.....	28
22.04 Employer Top-up	28
22.05 Direct Payment by Workers’ Compensation	28
22.06 Employee Status and Benefits.....	29
ARTICLE 23 – DUTY TO ACCOMMODATE	29
ARTICLE 24 – HEALTH AND SAFETY	29
24.01 Co-operation on Safety	29
24.02 Occupational Health and Safety Act and Regulations	29
24.03 Occupational Health Committee.....	30
24.04 Safety Measures	30
24.05 Training of Workers.....	30
24.06 Violence in the Workplace.....	30
ARTICLE 25 – NO DISCRIMINATION AND HARASSMENT	30
25.01 No Discrimination.....	30
25.02 Harassment	30
ARTICLE 26 – JOB CLASSIFICATIONS AND RECLASSIFICATIONS	31
26.01 Job Descriptions	31
26.02 Elimination of Classifications.....	31
26.03 Changes in Classifications.....	32
ARTICLE 27 – ACCESS TO PERSONNEL FILE	32
ARTICLE 28 – TECHNOLOGICAL CHANGE	32
28.01 Hiring and Training due to Technological or Organizational Change.....	32

ARTICLE 29 – PROGRESSIVE DISCIPLINE	32
29.01 Progressive Discipline Steps	32
29.02 Representation	33
29.03 Removal of Discipline from File	33
29.04 Unjust Suspension or Dismissal	33
ARTICLE 30 – GRIEVANCE PROCEDURE AND ARBITRATION	33
30.01 Definition of a Grievance.....	33
30.02 Settlement of a Grievance.....	33
30.03 Discipline, Harassment, Violence, and Policy Grievances	35
30.04 Decision and Guideline	35
30.05 Arbitration: Technical Objections to Grievances	35
30.06 Expenses of the Board	36
Schedule 'A'	37
Effective September 1, 2024 to August 31, 2025	37
Schedule 'A'	37
Effective September 1, 2025 to August 31, 2026	37
Schedule 'A'	38
Effective September 1, 2026 to August 31, 2027	38
SIGNING PAGE	39
LETTER OF UNDERSTANDING No. 01.....	40

THIS AGREEMENT MADE THIS 4th DAY OF April, 2025

BETWEEN:

Saskatchewan Distance Learning Corporation

Hereinafter referred to as the "Employer"

OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 5544

Hereinafter referred to as the "Union"

OF THE SECOND PART

PREAMBLE

It is the desire of both parties to this Agreement:

- a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- b) To recognize the mutual value of joint discussions and negotiations and to identify the mutually agreed upon rates of compensation and working conditions;
- c) To encourage efficiency of operation and to promote the morale, well-being, and security of all the employees in the bargaining unit of the Union; and
- d) To promote an amicable method of settling differences or grievances that may arise with respect to matters covered by this Agreement.

The parties of this Agreement enter into, establish, and agree to the following terms:

ARTICLE 1 – TERM OF AGREEMENT

1.02 Duration

- a) This Agreement shall be effective from September 1, 2024, and shall remain in force up to and including August 31, 2027, and from year to year thereafter unless written notice is given pursuant to Article 1.02 – Written Notice.
- b) This agreement provides for its continuation during any negotiating period and all terms and conditions shall apply, unless otherwise contained, retroactive to the date of signing.

1.03 Written Notice

Either party may, not less than sixty (60) days nor more than one hundred and twenty (120) days before the expiry date hereof, give notice in writing to the other party to negotiate a revision thereof.

ARTICLE 2 – DEFINITIONS

2.01 Definitions

- a) "Academic year" is defined as the portion of the school year commencing on the first school day and ending on the last school day of that school year as determined by the Employer.
- b) "Casual Employee" is one who is hired for a period of less than three (3) months or one who is not scheduled to work on a regular and recurring basis.
- c) "Community" means the village, town, or city in which the Employer employs any employee.
- d) "Employee" means a person to whom the terms of this Agreement apply.
- e) "Fiscal year" is defined as the period commencing on September 1st in one calendar year and ending on August 31st in the next calendar year.
- f) "Government" means His Majesty the King, in the right of the province of Saskatchewan.
- g) "Hourly rate of pay" means the rate of pay assigned to a position but excludes any other payment or allowance.
- h) "Layoff" is defined as a reduction in the work force or a general reduction in the number of assigned working hours for employees within a job classification.
- i) "May" means no duty to act under this Agreement.
- j) "Must", "shall", and "will" means the duty under this Agreement to act and to fail to act is to violate this Agreement.

- k) "Permanent Employee" is one who is hired for a permanent position and has successfully completed the probation period.
- l) "Temporary Employee" is one who is hired to replace an employee who is absent or to fill an interim position of three (3) months or more but not more than twenty-four (24) months.
- m) "They", "their", "themselves" includes a reference to a person or persons wherever the language or context requires.

ARTICLE 3 – UNION SCOPE AND RECOGNITION

3.01 Scope

This Agreement shall apply to all employees of Saskatchewan Distance Learning Corporation (Sask DLC), excluding the following:

- a) President/CEO
 - Vice-President of Corporate Services
 - Executive Director of Finance, Planning and Human Resources
 - Director of Privacy, Policy and Planning
 - Director of Human Resources
 - Human Resource Consultant
 - Director of Finance
 - Manager of Finance
 - Financial Analyst
 - Accounting Clerk
 - Director of Communications
 - Manager of Communications
 - Communications Consultant
 - Executive Director of Information Technology
 - Director of Information Technology
 - Director of System Support & Reporting
 - Data Analyst
 - IT Senior Program Analyst
 - IT System Administrator
 - Superintendents
 - Assistant Superintendents
 - Manager of Practical and Applied Arts
 - Program Development Manager
 - Senior Indigenous Advisor
 - Educational Psychologist
 - Manager of Facilities
 - Supervisor of Facilities
 - Payroll and Benefits Clerk

Executive Administrative Assistants
Instructors
Social Worker
Speech Language Pathologist

- b) Any Sask DLC positions covered under the Saskatchewan Teachers' Federation Union.
- c) The exclusion of any position from this Agreement shall be a matter of negotiation between the Union and the Employer. Where no agreement can be reached, the Employer or the Union may submit the matter to the Labour Relations Board.

3.02 Union Recognition

a) Union Security

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

b) Dues Check-Off

- i) The Employer agrees, upon receipt of written authorization of the employee, to deduct Union dues from the pay of employees each payday. The total sum deducted to be remitted to the Secretary-Treasurer of the Union.
- ii) The Employer shall remit the total sum deducted to the Union not later than the fifteenth (15th) day of the following calendar month in which such deduction is made, accompanied by a list of names, job titles, hire dates, mailing addresses, and email addresses of employees from whose wages the deductions have been made. Such list shall be transferred electronically from the Employer to the Union.
- iii) The Union will notify Human Resources of the names of the Officers and Shop Stewards.
- iv) An employee who is temporarily filling an out-of-scope position will continue to pay union dues based on their hourly rate of pay in the higher-level position.
- v) Written notice of a change in the amount of union dues must be given to the Employer at least thirty (30) calendar days in advance of that date that the dues change is effective.

3.03 Bulletin Boards & Email

The Union shall have a right to post notices of interest to the membership on existing bulletin boards or on bulletin boards provided for that purpose which are accessible to employees.

Prior to any correspondence to CUPE members as a group using the Employer's email system, the email shall be reviewed and pre-approved by Human Resources.

3.04 Liaison Committee

- a) The Liaison Committee shall consist of Union and Employer representatives, and the Liaison Committee will establish mutually agreed to ground rules.
- b) The Liaison Committee shall meet at least once a year with the objectives of achieving an improved employee and Employer relationship and a more effective and efficient work environment.
- c) The Liaison Committee shall not have jurisdiction over wages or any matter of collective bargaining. The committee shall not supersede the activities of any committee of the Union or the Employer. The committee shall have the power to make recommendations to the Union and the Employer.
- d) Union representatives on the Liaison Committee shall not lose regular pay and benefits for time spent in meetings of the Committee.

3.02 Job Security

- a) No employee shall be laid off or have their hours of work reduced due to the Employer contracting out work or services. Further, employees covered by this Agreement shall not suffer a reduction in pay as a result of the Employer contracting out work.
- b) The Union will be consulted prior to any contracting out of bargaining unit work and be provided an opportunity to propose alternatives to the contracted services.

3.03 Responsibility of the Employer

- a) All issues arising out of this Agreement shall be communicated between Human Resources and the Union. All responses shall be given within fourteen (14) calendar days.
- b) The Employer agrees to provide all new employees with orientation materials provided by the Union as part of the onboarding process.
- c) The Employer shall make available, on the Employer intranet site, a copy of the current Collective Agreement. The Union shall be responsible for the preparation of the Collective Agreement for original signatures.

ARTICLE 4 – PAYMENT OF WAGES AND ALLOWANCES

4.01 Paydays

- a) Employees will be paid on a bi-weekly basis. Employees will receive a statement of earnings showing hours paid, gross earnings, the reason and amount of deductions, net earnings, total accumulated sick leave credits and where applicable, adjustments for prior pay periods.

- b) Employees who commence employment between pay periods will be entitled to prorated salary and benefits on the next bi-weekly payroll run, provided the information is received in time for the payroll run. If the information is not received in time the employee will be paid on the subsequent payroll run.
- c) Employees who return to work following unpaid leaves of absence between pay periods will be entitled to prorated salary on the next bi-weekly payroll run, provided the information is received in time for the payroll run. If the information is not received in time the employee will be paid on the subsequent payroll run.

4.02 Increments

- a) An employee will be entitled to annual increments of four percent (4%) within their pay level in accordance with Schedule 'A' until they reach the maximum. Increments shall be effective the first of the day of the pay period following the anniversary of the employee's date of hire.
- b) Service for the purpose of earning annual increments means actual time spent at work together with absences from work including periods of layoff; approved leave of absence without pay of less than thirty (30) days; leave of absence due to illness or disability; and maternity, parental, and adoption leave without pay. Actual time spent at work will not be prorated for less than full-time employees.
- c) Employees who have successfully completed their probationary period will be entitled to receive annual increments.
- d) Head Caretakers who successfully bid into a Caretaker position will be recognized for service for the purposes of increments in the Caretaker classification for experience accumulated in the Head Caretaker classification.

4.03 Increment Date on Promotion or Reclassification Upward

If the increase yields ten percent (10%) or more of the employee's current hourly rate of pay, the increment date will be changed to the nearest pay period one (1) year subsequent to the promotion. If the adjustment is less than ten percent (10%), the employee's increment date will remain the same.

4.04 Promotional Formula

On promotion an employee shall receive a salary increase of eight percent (8%) applied to their hourly rate, subject to the minimum and maximum of the higher pay level.

For the purposes of this article, an employee's current hourly rate of pay shall be the rate of pay of the position the employee is working at the time the employee is offered the promotion, provided the employee has successfully completed the probationary period for that position. If the employee has not completed the probationary period for that position the employee's current hourly rate of pay shall be deemed to be the rate of pay for the position they last held and completed a probationary period. If the employee has not completed a probationary period, the employee's rate of pay shall be the minimum of the new pay level.

4.05 Multiple Salary Transactions on Same Date

Multiple salary transactions will be applied in the following order:

- a) Increment;
- b) Economic Adjustment;
- c) Appointment/Promotion/Transfer.

4.06 Shift Differential

- a) Effective date of signing, a shift differential in the amount of one dollar (\$1.00) per hour shall be paid to all employees, for all hours worked between the hours of 6:00 p.m. and 6:00 a.m., as required by the Employer in writing.
- b) Shift differential shall not be part of regular wage rates or be used in calculating overtime rates, nor shall it be paid for any hours for which overtime rates are being paid.
- c) Shift differential shall not be paid when an employee requests to work hours between 6:00 p.m. and 6:00 a.m. and such request is approved by the Employer in writing.

4.07 Temporary Pay for Work in a Higher/Lower Classification

When an employee is assigned by the Employer to perform the duties of another position temporarily, the employee shall be paid as follows:

- a) If the temporary work is of a higher classification, the employee shall be paid for each hour or portion of an hour so assigned, based on the promotional formula. In no case will the employee be paid at less than the minimum or more than the maximum of the higher pay level.
- b) If the temporary work is of a lower classification, and the temporary assignment is not voluntary action taken by the employee or as a result of disciplinary action taken by the Employer, the employee's regular rate of pay shall be maintained.

4.08 Payments Due on Separation

Payments due an employee on separation will be made within fourteen (14) calendar days. Payments include earned but unused vacation leave, earned days off, banked overtime, and any gratuities for which the employee may be eligible. However, payment may be withheld pending an accounting and settlement of any monies payable to the Employer such as accountable advances, over expended leave or inventory not accounted for.

4.09 Vacation on Separation

An employee leaving Sask DLC shall be paid for unused earned vacation at the employee's rate of pay at the time of separation.

An employee leaving Sask DLC who has been granted more vacation than they earned will have that amount deducted from any monies owed to them by the Employer. The amount will be calculated on the employee's rate of pay at the time of separation.

ARTICLE 5 – HOURS OF WORK

The following provisions shall apply to all classifications:

5.01 General

a) Hours of Work

The normal daily and weekly hours of work for full-time employees shall be a maximum of eight (8) hours per day or forty (40) hours per week.

b) Scheduling

The scheduling of the hours of work is the responsibility of the Employer, subject to Article 5.01 a) – Hours of Work. Employees shall work hours as assigned by the Employer and shall be subject to the hours of work arrangements in this Agreement.

5.02 Paid Rest Periods

Rest breaks of fifteen (15) minutes shall be provided to all employees within each three (3) hours of work. Rest breaks are normally taken during the first and second half of the workday.

5.03 Assignment of Additional Work

Relief assignments and extra hours of work shall be offered to permanent part-time and laid-off employees within their community provided the hours do not conflict with an employee's permanent schedule. The assignment shall be offered, by seniority, to employees who express interest in writing to the immediate supervisor in accepting additional hours and who possess the required qualifications and ability.

5.04 Work on Saturdays and Sundays

Under special circumstances, the Employer may schedule, by mutual agreement, an employee to work Saturdays and/or Sundays for the efficient operations of the Employer. An employee who is scheduled to work on a Saturday and/or Sunday who normally does not will have the option of taking up to two (2) consecutive days off, either prior to or following the day(s) worked.

ARTICLE 6 – OVERTIME

6.01 Overtime

All authorized time worked beyond eight (8) hours per day or forty (40) hours per week shall be considered as overtime. Overtime must be pre-approved by the immediate supervisor after consulting with Human Resources.

6.02 Compensation for Overtime

a) If the Employer requires an employee to work more than eight (8) hours per day, the employee shall receive, in addition to other amounts due, pay at the rate of time and

one-half (1 ½) for each part of an hour in excess of eight (8) hours for the first two (2) hours and double time thereafter.

b) **Time in Lieu of Overtime Pay**

- i) Employees may choose to bank time off in lieu of overtime pay at rates as outlined in 6.02 a) to a maximum of three (3) days per fiscal year.
- ii) Employees shall not be permitted to carry days over to the following year and will be paid out for any unused time in lieu no later than September 30th.
- iii) Time off in lieu shall be taken with the approval of the immediate supervisor subject to operational requirements.
- iv) Time off in lieu shall be banked and taken on a prorated basis subject to the employee's scheduled hours of work.

6.03 **Call-Back Pay**

- a) An employee who is called back to work after leaving the place of employment and after completing the normal daily or weekly hours will be paid overtime rates for a minimum of two (2) hours. All callbacks must receive prior authorization from the immediate supervisor.
- b) This Article does not apply in the case of pre-arranged, mutually agreed substitutions of hours or scheduled overtime.

ARTICLE 7 – DESIGNATED HOLIDAYS

7.01 **Designated Holidays**

The following days shall be recognized as Designated Holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and all other statutory holidays proclaimed by the federal, provincial, or civic authorities.

7.02 **Additional Day (Floating Holiday)**

Employees are entitled to one (1) additional day per fiscal year.

Twelve (12) month employees will be advanced the floating holiday at the beginning of the fiscal year. The floating holiday will be mutually agreed to between the employee and the employee's supervisor in the fiscal year in which it is granted. The floating holiday cannot be carried over into the succeeding fiscal year.

Ten (10) month and casual employees will be paid in accordance with Article 7.03 – Part-time and Casual Employers, which includes the floating holiday.

7.03 Part-time and Casual Employees

Ten (10) month and casual employees will be paid 5.4 percent (5.4%) of regular earnings on each pay period in lieu of pay for designated holidays. Earnings for this purpose will include shift differential.

7.04 Designated Holiday During Vacation

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

7.05 Compensation for Holidays Falling on Saturday or Sunday

When a designated holiday falls on a Saturday or Sunday and an employee is not scheduled to work, the employee shall be granted an additional day off as scheduled by the Employer.

7.06 Pay for Work on Designated Holiday

Employees who are required to work on a designated holiday shall receive holiday pay in accordance with Article 7.01 – Designated Holidays, plus one and one-half (1 ½) times the employee's regular rate of pay for all hours worked or three (3) hours at the employee's regular rate of pay, whichever is greater.

ARTICLE 8 – VACATION

8.01 Vacation Entitlement

The Employer recognizes the following as the annual vacation entitlement:

- a) At commencement of employment, and up to and including seven (7) years of continuous employment, fifteen (15) days or 3/52nds of earnings;
- b) At commencement of eight (8) years of continuous employment and up to and including fourteen (14) years of continuous employment, twenty (20) days or 4/52nds of earnings;
- c) At commencement of fifteen (15) years of continuous employment and up to and including twenty-one (21) years of continuous employment, twenty-five (25) days or 5/52nds of earnings;
- d) At commencement of twenty-two (22) years of continuous employment and every year thereafter, thirty (30) days or 6/52nds of earnings.

8.02 Service for Vacation Purposes

Years of service to determine vacation entitlement shall include all current and previous employment with the Employer.

Years of service accumulated by an employee who, prior to being employed by Sask DLC, resigned from:

- a) the Government of Saskatchewan;
- b) Board, Commission or Crown Corporation of the Government;
- c) Saskatchewan Health Authority; a Board of Education in Saskatchewan; a Saskatchewan University;
- d) an employer whose employees were represented by the Union; or
- e) a paid position of the Union;

shall be credited to the employee for determining vacation entitlement only.

Notwithstanding the above, an employee will not receive credit for years of service to determine vacation from any previous employment from which the employee is receiving a pension.

8.03 Employee to Provide Proof of Previous Eligible Service

It will be the employee's responsibility to inform the Employer of any previous eligible service, and to provide the appropriate documentation. The effect of any eligible previous service shall not be retroactive but will be effective from the date of application.

8.04 Vacation for Twelve (12) Month Employees

Twelve (12) month employees shall be granted vacation based upon the years of service they will have completed on September 1st annually. Vacation entitlements shall be advanced at the beginning of each fiscal year.

If an employee reaches a vacation entitlement threshold during the fiscal year, a prorated amount of vacation for the additional week will be added to their vacation balance the following fiscal year.

8.05 Vacation Pay for Ten (10) Month Employees

Vacation pay will be calculated and paid on each cheque to all employees who normally work on the basis of the academic year in accordance with Article 8.01 – Vacation Entitlement.

8.06 Carryover of Vacation for Twelve (12) Month Employees

The Employer may approve carryover of up to five (5) days of vacation from one fiscal year to the next based on a written request from the employee. In special circumstances, the Employer may approve a carryover of up to an additional five (5) days.

8.07 Change of Vacation to Sick Leave

An employee whose vacation leave is interrupted because of illness or accident that requires hospitalization or is incapacitated due to illness (e.g. prescribed bed rest), may request to have the period of hospitalization or incapacity charged to available sick leave accumulation. When the Employer so requires, the employee will provide medical evidence to support such confinement in accordance with Article 10.04 – Proof of Illness.

ARTICLE 9 – BENEFITS

9.01 Pension Plan

- a) It shall be mandatory that all new employees become members and contribute to the Public Employees' Pension Plan (PEPP).

Pension contributions shall be as follows:

- i) The employee contributions shall be five percent (5%) and Employer contributions shall be 8.6 percent (8.6%) of gross regular salary.
- b) Employees who were part of the original transfer agreement between Sun West School Division, CUPE Local 4802, and the Employer, will remain with the Municipal Employees' Pension Plan (MEPP).

Pension contributions shall be as follows:

- i) The employee contributions shall be nine percent (9%) and Employer contributions shall be nine percent (9%) of gross regular salary.
- c) Contributory earnings for pension purposes shall be based on regular salary plus supplementary earnings except overtime, professional fees, severance pay, career assistance and group life taxable benefit.
- d) The Employer shall notify the Union of all proposed amendments to either pension plan.

9.02 Employee Benefit Plan

- a) All eligible employees shall participate in the Government of Saskatchewan – Executive Government Employees Benefit Plan, including:

- i) Dental Plan
- ii) Extended Health Care Benefits
- iii) Group Life Insurance

The premium costs for the Dental Plan and Extended Health Care Benefits shall be paid one hundred percent (100%) by the Employer. The Employer will also pay the premium cost for the first \$25,000 of Group Life Insurance coverage. Any changes to the plans/coverage will require consultation with the Union prior to implementing.

- b) The Employer agrees to purchase an Employee Family Assistance Plan at the Employer's expense.

9.03 Benefits While on Leave of Absence or Lay Off

Employees on a definite leave of absence or layoff without pay are entitled to earn benefits as follows:

- a) For the first seventy-five (75) consecutive calendar days or less of leave; all benefits except designated holidays that fall in the period of leave.
- b) After seventy-five (75) consecutive calendar days of definite leave; seniority up to eighteen (18) months, for the period of definite leave only.

- c) Notwithstanding the above, all employees granted maternity, parental, adoption or prolonged illness/injury leave will continue to earn seniority and increments for the period of definite leave to a maximum of twenty-four (24) months.

ARTICLE 10 – SICK LEAVE

10.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, attending personal medical appointments, exposed to contagious disease, or because of an accident for which compensation is not payable under *The Workers' Compensation Act* or *The Automobile Accident Insurance Act*.

10.02 Sick Leave Accrual

- a) All employees shall earn sick leave credits equivalent to one and one-half (1 ½) days per month of employment. Sick leave will be cumulative from year to year.
- b) Sick leave will be prorated for employees working less than a full month.
- c) Employees who work an academic year will not earn sick leave credits for the months of July and August.
- d) Sick leave credits are not lost and do not accrue during Employer approved leaves without pay.

10.03 Scheduling of Medical Appointments

Employees shall endeavour to schedule personal medical appointments outside of the scheduled hours of work whenever possible. The employer may request verification of time and location of appointment.

10.04 Proof of Illness

An employee may be required to provide a certificate from a qualified medical practitioner to their immediate supervisor for any illness in excess of three (3) consecutive days, or five (5) working days in thirty (30) calendar days, certifying the employee was unable to carry out their duties due to illness before allowing sick pay. When the Employer requests a medical certificate, the Employer shall be responsible for the costs assessed by the physician to obtain the certificate.

10.05 Sick Leave Without Pay

- a) Sick leave without pay will be granted by the employee's immediate supervisor and Human Resources (or designate) for a maximum of one (1) calendar year to an employee who has exhausted all sick leave credits and is not in receipt of other benefits. Further extension of this leave may be granted by Human Resources.
- b) Upon return from sick leave without pay of long-term disability, employees are guaranteed employment in the same or comparable position to that held at the

time the leave or long-term disability began, at the same accrued benefits and the same salary increment level and at the current rates of pay.

- c) Notice of intention to return to work from sick leave without pay or long-term disability must be provided by the employee at least twenty-one (21) calendar days prior to return to work and following the employee's advisement by a physician.

10.06 Reimbursement for Wage Replacement

Employees in receipt of sick leave benefits, who are also in receipt of wage replacement under *The Automobile Accident Insurance Act*, shall report such payments to the Employer and shall reimburse the Employer for any paid sick leave applying to the same period. The employee's sick leave credits, to the value of the reimbursement, shall be reinstated accordingly.

10.07 No Salary for Unused Sick Leave Credits

At the termination of employment, the employee has no claim for salary in lieu of unused sick leave.

ARTICLE 11 – MATERNITY, PARENTAL, AND ADOPTION LEAVE AND SUPPLEMENTAL EMPLOYMENT BENEFIT (SEB)

11.01 Leave to Attend Birth or Adoption

An employee shall be granted leave with pay for one (1) working day to attend to the birth or adoption of their own child and/or the transfer home of the child.

11.02 Maternity, Parental, and Adoption Leave

- a) Maternity, parental, and adoption leave will be provided in accordance with *The Saskatchewan Employment Act* and all other applicable legislation and regulations.
- b) General Provisions for Maternity, Parental, and Adoption Leave
 - i) For purposes of eligibility, layoffs during the months of July and August of ten (10) month employees shall not be considered service or as a break in service.
 - ii) While on maternity, parental, or adoption leave, an employee shall accrue service for purposes of vacation entitlements, but no vacation credits will accumulate during the leave.
 - iii) While on maternity, parental, or adoption leave, sick leave benefits shall not accumulate.
 - iv) Subject to the qualifying provisions of the pension plan, an employee on leave under this Article may elect to maintain pension contributions for the period in which they normally would have been employed.

- v) Further extensions may be granted by mutual agreement of the Employer and the employee under Article 15.04 – Extended Leave.
- vi) Notice of intention to return to work or a request for change in the length of the maternity, parental, or adoption leave shall be forwarded to Human Resources, in writing, at least four (4) weeks prior to the expiration of such leave.
- vii) On return from maternity, parental, or adoption leave, an employee shall, if possible, be placed in the employee's former position at the current rate of pay, or in a comparable position with no reduction in wages.

11.03 Supplemental Employment Benefits (SEB)

- a) Sask DLC agrees to provide employees on Maternity/Legal Adoption/Parental Leave with a top-up from the employee's gross weekly Employment Insurance (EI) benefit to ninety-five percent (95%) of the employee's regular salary for the first seventeen (17) weeks of Employment Insurance Maternity/Adoption/Parental Leave Benefits. The seventeen (17) week period will include the one (1) week EI waiting period.

- b) Entitlement

An employee shall be eligible for SEB Plan benefits they:

- i) Are on Maternity/Parental/Legal Adoption leave.
- ii) A permanent employee and has been employed a minimum of six (6) months prior to the start date of the requested leave; and
- iii) In receipt of Employment Insurance benefits.

- c) Promissory Note

Employees receiving benefits under this Article will be required to sign a promissory note for a return to service commitment for the same number of weeks that the SEB is received. In exceptional circumstances, the employee may request a waiver of the service commitment or repayment of the SEB. When a request has been received the Union and the Employer will meet within ten (10) calendar days to review the request. Decisions, in writing, will be provided to the employee within seven (7) calendar days following the meeting.

- d) Maximum Eligible Period

The maximum time to be used in determination of benefit periods shall be a total of seventeen (17) weeks.

- e) Administration of SEB Plan

- i) An employee shall apply to the Employer for SEB Plan benefits using forms as established by the parties. The application and its administration by the Employer shall occur according to the following guidelines:
 - 1) The employee shall make application for benefits under Article 11.03 b) – Entitlement, no later than one hundred and twenty (120) days following the birth of their child.

f) Calculation and Payment of Benefits

- i) For the period of eligibility as determined in Article 11.03 b) – Entitlement, the Employer shall pay to the employee the amount required on a pay period basis to supplement the employee's Employment Insurance benefit to ninety-five percent (95%) of earnings at the regularly scheduled hours and the employee's hourly rate of pay.
- ii) The employee's regularly scheduled hours will be equivalent to their average weekly hours as determined by their previous thirteen (13) weeks of employment, with the exclusion of any approved leaves of absence or layoff.
- iii) Benefit payments under the provisions of this Article shall be subject to the usual deductions as if the employee was actively working and as required by the respective benefit plan sponsors.

ARTICLE 12 – BEREAVEMENT LEAVE

12.01 Bereavement Leave

- a) An employee shall be granted leave with pay for a period up to five (5) working days to attend to a death in the immediate family.
- b) For the purposes of this Article, immediate family is defined as: fiancée, spouse or common-law partner, parent, sibling, brother-in-law, sister-in-law, son/daughter-in-law, grandparent, child, or grandchild of employee or employee's spouse or common-law-partner.
- c) The immediate supervisor, in consultation with Human Resources, may grant at their discretion, bereavement leave with or without pay in excess of five (5) days in instances other than immediate family.
- d) An employee shall be granted up to one (1) working day with pay to participate in a funeral service in an official capacity.
- e) An employee shall be granted up to one (1) working day with pay to attend the funeral of an uncle, aunt, first cousin, niece, or nephew.

12.02 Compassionate Care / Critical Illness Leave

Employees shall be entitled to Compassionate Care / Critical Illness Leave without pay in accordance with the *Employment Insurance Act*.

An employee shall be granted leave with pay for a period of up to five (5) working days to attend to critical illness / compassion in the immediate family.

ARTICLE 13 – FAMILY SICK LEAVE

- a) Employees with sufficient accumulated sick leave available to them shall be granted leave with pay up to a maximum of seven (7) days per fiscal year to provide for the medical care of individuals for whom the employee has a duty of care.
- b) Such leave shall be deducted from the employee's accumulated sick leave.

ARTICLE 14 – EARNED LEAVE (EXTRA-CURRICULAR)

14.01 Extra-Curricular Leave

- a) Extra-curricular activities are considered to be those that are beyond the required hours of employment, voluntary, and include the direct involvement of students.
- b) Eligible extra-curricular activities are included in the Employer's Administrative Procedure/Policy document.
- c) Earned leave for extra-curricular activities shall be awarded on the basis of four (4) hours of leave for every thirty (30) hours of commitment to a maximum of sixteen (16) hours of leave per school year.

Earned leave for extra-curricular activities shall be awarded as follows:

- i) Thirty (30) hours = Four (4) hours of Earned Extra-curricular Leave
 - ii) Sixty (60) hours = Eight (8) hours of Earned Extra-curricular Leave
 - iii) Ninety (90) hours = Twelve (12) hours of Earned Extra-curricular Leave
 - iv) One hundred twenty (120) hours = Sixteen (16) hours of Earned Extra-curricular Leave
- d) Hours may be accumulated over two (2) years until an increment of four (4) hours of earned leave is earned. An earned maximum of sixteen (16) hours of earned leave shall be recognized in any school year. Extra-curricular hours above the maximum accumulation of one hundred twenty (120) hours shall not carry forward to the following school year.
 - e) The signed and approved documentation of the accumulation of extra-curricular hours shall be submitted to the employee's immediate supervisor no later than June 30th. Earned extra-curricular leave may be accessed once the earned hours of leave have been credited.
 - f) Hours can be claimed with the following considerations:
 - i) To a maximum of six (6) hours per day on a school day Monday to Thursday.
 - ii) To a maximum of sixteen (16) hours per day on a Friday, Saturday, or Sunday.
 - g) Extra-curricular leave to a maximum of sixteen (16) hours of earned leave may be carried over to the following year.

- h) By June 30th employees may choose to be paid for earned extra-curricular leave at the employee's regular rate of pay. In order to be paid, hours earned must meet the thresholds in Article 14.01 c), above. Lesser amounts will not be paid. Payment for extra-curricular leave shall be made by July 31st.
- i) Employees who will not be employed during the following school year shall have the earned extra-curricular leave hours that were credited in accordance with Article 14.01 c), or portion thereof, paid out at the rates established above.

14.02 Access to Earned Leave

- a) When an employee requests to access earned extra-curricular leave, it shall be scheduled in consultation with the principal.
- b) A maximum of thirty-two (32) hours of earned leave, at the employee's regularly scheduled hours, may be used in any school year. These may be any combination of Earned Leave for extra-curricular supervision and/or days carried over from the preceding year.

ARTICLE 15 – OTHER LEAVES

15.01 Negotiation Leave

- a) The Union shall give advance notice to the Employer as to the members of its bargaining committee or any changes made thereto.
- b) Should negotiation sessions between the Employer and the Union be held at a time when a Union representative is scheduled to work, the Employer shall approve a leave of absence without loss of pay or benefits for a maximum of seven (7) members of the Union's bargaining committee for the time spent in negotiations.
- c) The Union and the Employer shall equally share any additional costs associated with negotiations such as room rental and meals.

15.02 Union Leave

- a) When a Union representative is requested by the Employer to attend a meeting scheduled during a time the representative is scheduled to work, the employee shall suffer no loss of pay or benefits. The Union will not be expected to reimburse the Employer for the associated substitute cost to replace the Union representative.
- b) Employees elected or selected to represent the Union at conventions or educational workshops shall be allowed a leave of absence without loss of pay or benefits. The Union shall reimburse the Employer for all pay and benefits during the period of absence. Application shall be made to the Human Resources Manager and leave shall be granted subject to the following conditions:

- i) Up to four (4) employees shall be allowed to access this leave at any one time. Additional employees may be allowed to access this leave based on the operational needs of the Employer.
 - ii) A maximum of five (5) consecutive days may be taken at any one time.
 - iii) A maximum of fifteen (15) days per annum shall be allowed per union member.
 - iv) An employee requesting such leave of absence shall provide the Employer with fourteen (14) calendar days' notice before taking such leave.
- c) When an employee is requested by the Employer to participate in meetings for the purpose of grievance, conciliation, or arbitration proceedings, they shall suffer no loss in salary for the time absent from duty if their absence is approved, in advance, by their immediate supervisor or Human Resources.
 - d) The Union will not be expected to reimburse the Employer for the associated backfill cost to replace the Union representative.
 - e) 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 without pay and without loss of seniority for a period of up to one (1) year. An additional leave of absence without pay and without loss of seniority, may be granted for up to one (1) year within a three (3) year time period commencing at the start of the initial leave based on the operational needs of the Employer. An employee requesting such leave of absence shall provide the Employer with four (4) weeks' notice before taking such leave.
 - f) The Employer will send an invoice to the Union at least twice per year for reimbursement of Union leaves. The Union will submit information to the Employer including the date of the meeting and the period of leave as prepared or at least twice per year.

15.03 Emergency Leave

- a) Leave may be granted to the employee by the immediate supervisor for emergency purposes only and for a period not exceeding one (1) day per occasion.
- b) A written request must later be submitted to Human Resources to determine if the leave will be with or without pay.

15.04 Extended Leave

- a) Leave of absence for personal reasons without pay and without loss of accrued benefits for a maximum of one (1) calendar year may be granted by the employee's immediate supervisor in consultation with Human Resources.
- b) Upon return from extended leave without pay, employees are guaranteed employment in the same or comparable position to that held at the time the leave began, at the same accrued benefits and the same salary increment level and at the current rates of pay.
- c) Notice of intention to return to work from extended leave without pay must be provided by the employee at least twenty-one (21) calendar days prior to return to work.

15.05 Graduation Leave

- a) An employee shall be granted leave with pay for one (1) working day for attendance at a secondary or post-secondary graduation for self, spouse, or dependent when the graduation or convocation is scheduled on a day that the employee is scheduled to work.
- b) When the graduation or convocation occurs more than 200 kilometers from the employee's work location, the employee will be entitled to one (1) additional day of leave without pay, to accommodate travel.

15.06 Inclement Weather Leave

An employee may be granted leave with or without pay for absences from work for events considered Acts of God (such as disaster, fire, flood, snowstorm).

15.07 Jury or Witness Leave

An employee shall be allowed leave of absence without loss of salary, benefits, or seniority when subpoenaed to appear as a witness in a court case or to serve as a member of a jury. The employee shall reimburse the Employer any remuneration awarded by the court equal to the paid leave applying to the same period.

15.08 Public Office Leave

Employees shall be entitled to Public Office Leave without pay in accordance with *The Saskatchewan Employment Act*.

15.09 Intimate Partner/Inter-Personal Violence Leave

Interpersonal violence leave will be provided in accordance with *The Saskatchewan Employment Act*. Employees may access up to five (5) days of paid leave, accessing the employee's accumulated sick leave balance, and up to five (5) days of unpaid leave. Additional leave may be provided. Employees may contact Human Resources for further support.

15.10 Education Leave

- a) The Employer may grant an employee a definite leave of absence without pay for educational purposes for a maximum of two (2) years.
- b) Upon return from education leave without pay, employees are guaranteed employment in the same or comparable position to that held at the time the leave began, at the same accrued benefits and the same salary increment level and at the current rates of pay.
- c) Notice of intention to return to work from education leave without pay must be provided by the employee at least twenty-one (21) calendar days prior to return to work.

ARTICLE 16 – PROFESSIONAL DEVELOPMENT

16.01 Employer Initiated

Where an employee is required by the Employer or by legal requirement to take any course or workshop, the employee shall not have any loss of pay, and where the course or workshop is on a day not normally worked by the employee, the employee shall be paid for hours worked. The employee will be paid for any travel time where the total hours exceed that employee's regular workday. The Employer shall pay all costs of instruction and instructional materials. Employees who incur costs for travel related to attending a workshop or course shall be compensated for the actual cost of eligible expenses to a maximum of the Employer established rate. Receipts must be attached, and eligible travel costs shall be limited to kilometrage or other travel, accommodations, meals, and parking fees. If otherwise eligible expenses are provided as part of the course or workshop, the foregoing shall not apply.

16.02 Employee Initiated

Where an employee requests attendance at any course or workshop, the Employer may grant leave for such purpose. The employee shall not have any loss of pay, and the Employer shall pay all costs of instruction and instructional materials or a portion thereof. The Employer may also grant additional expenses incurred by the employee.

ARTICLE 17 – SENIORITY

17.01 Definition

- a) Seniority is defined as the length of continuous service in the bargaining unit as expressed in terms of years of service from the date of hire in the bargaining unit. Seniority shall continue to be accumulated subject to Article 17.03 – Loss of Seniority.
- b) Scheduled school breaks shall not constitute a break in service for academic year employees.
- c) When two (2) or more employees have exactly the same seniority, the Employer and the Union will determine the most senior based on chance.

17.02 Seniority List

The Employer shall provide a copy to the Union of the seniority list with an effective date of December 31st on or before February 28th of each year. Upon proof of error, the Employer will immediately revise the seniority list and forward a copy to the Union.

17.03 Loss of Seniority

An employee shall not lose seniority rights if absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose seniority in the event the employee:

- a) is discharged for just cause and is not reinstated;
- b) submits a resignation in writing;
- c) retires;
- d) has had an involuntary break in service of one hundred eighty (180) calendar days or greater in duration;
- e) fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause, or unless employees who work on the basis of the academic year refuse short-term employment during school vacation periods. It shall be the responsibility of the employee to provide a current address to the Human Resources Manager or designate; or
- f) is laid off for a period longer than two (2) years.

17.04 Employees Appointed to an Out-of-Scope Position

An employee within the scope of this Agreement who occupies a position that is moved out-of-scope shall maintain but not earn seniority while occupying that position. However, if the employee is subsequently appointed to an in-scope position, all previous seniority will be returned to the employee.

An employee within the scope of this Agreement who applies for and is awarded an out-of-scope position shall have their seniority maintained for one full calendar year. At the completion of the one year, they shall lose all accumulated seniority.

17.05 Employees Appointed Temporarily to an Out-of-Scope Position

An employee within the scope of this Agreement who is appointed temporarily to an out-of-scope position, will continue to earn seniority, and shall continue to have union dues deducted from their salary and shall be entitled to all the benefits and protections afforded by this Agreement.

ARTICLE 18 – VACANCIES AND NEW POSITIONS

18.01 Job Postings

When a vacancy in a permanent position or a newly created position, or a temporary position of a duration of three (3) months or more is to be filled, the Employer shall post the notice for a minimum of fourteen (14) calendar days so that employees have the opportunity to make application.

A shorter posting period of seven (7) calendar days will be allowed for internal competitions/expressions of interest, upon mutual agreement.

18.02 Information in Postings

Such posting notice shall contain the following information: nature of position, location,

necessary qualifications and ability, rate of pay or range, and deadline for application.

18.03 Appointment

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

Where an appointment requires specialized qualifications and experience, and where one applicant is demonstrably more specialized than those with seniority, the former applicant may be appointed. Where such an applicant is appointed, the Employer shall forward to the Union the name of the successful applicant and the rationale for the appointment.

18.04 Temporary Appointments

- a) Temporary appointments shall be made on the same basis as permanent appointments.
- b) Permanent employees appointed to temporary positions shall be returned to their former positions upon the termination of the temporary appointment. Subsequent temporary vacancies created by the appointment of a permanent appointment to fill a temporary position shall not be subject to Article 18.01 – Job Postings.
- c) Upon expiration of the temporary period of employment, no notice of termination shall be required.

18.05 Probation

- a) A newly hired employee shall be on probation for six (6) months of active employment.
- b) During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except that:
 - i) the Employer has the right to discharge the employee for unsuitability, and
 - ii) the employee shall not have access to seniority in application for posted positions as provided in Article 18.03 – Appointment.
- c) The probationary period specified in Article 18.05 a) may be extended by mutual consent between the parties to this Agreement. Request for an extension to the probation period may be made by either party at any time prior to completion of the initial probation period.
- d) Performance appraisals will be completed on all employees during probation. Appraisals will be completed during the second (2nd) and fifth (5th) months.

18.06 Trial Period

- a) An employee appointed to a different position shall serve a trial period of six (6) months of active employment from the date of appointment. In the event the successful applicant is determined to be unsatisfactory in the position during the trial period or if the employee so wishes, the employee shall be returned to the employee's former position and wage or salary rate. Any other employee affected by the reversion shall also be returned to the employee's former position and wage or salary

rate.

- b) The trial period may be extended by mutual consent between the parties to this Agreement. Request for an extension to the trial period may be made by either party at any time prior to completion of the initial trial period.

ARTICLE 19 – LAYOFF AND RECALL

19.01 Layoff Provisions

a) Notice

When a layoff is necessitated, senior employees within the workplace and within their job classifications shall be retained provided they possess the necessary qualifications and ability.

The Employer shall notify employees who are to be laid off with the following written notice:

- i) Less than one (1) year of employment
 - two (2) weeks' notice
- ii) After one (1) year, but less than three (3) years of employment
 - three (3) weeks' notice
- iii) After three (3) years, but less than five (5) years of employment
 - four (4) weeks' notice
- iv) After five (5) years, but less than ten (10) years of employment
 - six (6) weeks' notice
- v) After ten (10) years or more
 - eight (8) weeks' notice

If notice is not given as above, then the employee shall be paid for the part of the notice period not received in lieu of notice.

b) Options of Permanent Employees

An employee who has completed an initial probation period and whose position is being abolished or who is being laid off will have the right to exercise any one (1) of the following options:

- i) An employee on probation may revert to their former position in which they held permanent status;
- ii) To exercise bumping on the basis of their total seniority;
- iii) To go on layoff and be entitled to exercise their re-employment rights;

- iv) To retire, if eligible; or
- v) To resign and receive severance.

The intent of bumping is to maintain the employee's rate of pay, occupation level, and location/community where possible.

The Employer will determine the occupations and positions to which an employee is qualified to bump and shall so notify the employee and the Union in writing.

c) Bumping Options

- i) An employee with the least total seniority in a permanent equivalent position;
- ii) An employee with the least total seniority in a permanent lower-level position;
- iii) A vacant equivalent position; or
- iv) A vacant position at a lower-level position.

d) Rights of Employees who are Bumped

Bumping rights described in the previous articles will also apply to a permanent employee who has been bumped.

e) Re-Employment List

- i) The Employer will maintain a re-employment list in the following instances:
 - 1) Employees who were unable to bump;
 - 2) Employees who received a notice of layoff and elected not to bump or access severance.
- ii) The employee's name will remain on the re-employment list for a two (2) year period from the date of layoff.
- iii) An employee whose name is on the re-employment list will be entitled to three (3) call-backs within their community. The employee will have their name removed from the re-employment list following rejection of the third call-back or at the expiration of the two (2) year period, whichever occurs first.
- iv) At the expiration of two (2) years or the employee has rejected three (3) call-backs, whichever occurs first, the employee will be entitled to receive severance based on their original layoff date.
- v) At any time, an employee on the re-employment list may choose to remove their name from the list and access severance based on their original layoff date.
- vi) The employee has the responsibility to advise Human Resources in writing of any restriction(s) they wish to place on their re-employment rights, or any change of personal contact information.
- vii) Employees on the re-employment list may apply for any posted opportunities. If the employee successfully obtains a permanent position their name shall be removed from the list.

c) Knowledge of Current Address

In order for employees to benefit by the provisions of this Article, they must ensure Human Resources has knowledge of their current address.

19.02 Automatic Layoff

Employees who work on the basis of the academic year shall be laid off for the school vacation periods. The layoff will be deemed to be effective following the last paid holiday as prescribed by Article 7.01 – Designated Holidays during the vacation period. Recall following the school vacation periods shall be automatic unless the Employer has served notice of layoff in accordance with Article 19.01 – Layoff Provisions. This Article will serve as notice of layoff and recall for the school vacation periods.

A Record of Employment will be automatically/electronically submitted by Human Resources to Service Canada for each period of automatic layoff.

19.03 Recall

No new employee shall be hired until those laid off have been given the opportunity to apply for positions posted in accordance with Article 18 – Vacancies and New Positions.

ARTICLE 20 – TRANSFER OF EMPLOYEES

20.01 Transfer Procedure

The Employer shall have the right to transfer employees within a job classification as conditions or circumstances may warrant. Transfer procedure will include consultation with the employee and notification to the Union, and will be subject to the following conditions:

- a) There shall be no loss of salary or change in the number of hours worked unless mutually agreed to by the employee, the Union, and the Employer.
- b) At least ten (10) working days' notice shall be given to the employee prior to the transfer.
- c) Transfers shall be restricted to the same community the employee is presently employed unless mutually agreed to by the employee, the Union, and the Employer.

20.02 Transfer due to Student Movement

Where the Employer has determined the need to transfer within a community as a result of student movement, an employee in that job classification at that location may voluntarily request to transfer. In the event no employee voluntarily requests to transfer, the employee with the least seniority in that job classification at that location will be transferred.

20.03 Refusal of Transfer

If an employee does not accept a transfer, they shall be laid off in accordance with the layoff and recall provisions under Article 19 – Layoff and Recall.

ARTICLE 21 – REIMBURSEMENT OF EXPENSES

21.01 Tools, Clothing, and Boot Reimbursement

All permanent employees will receive a reimbursement of up to three hundred dollars (\$300.00) per year (September 1st to August 31st) for the purchase of tools, clothing, and/or CSA approved work boots as required by the Employer upon preapproval by the Superintendent, Principal, Vice-Principal, or designate. Expense claims must be forwarded to Corporate Finance to receive reimbursement.

21.02 Employment Insurance (EI) Premium Reduction Rebate

The parties agree that the Employer's premium payment for the first twenty-five thousand dollars' (\$25,000.00) coverage of group life insurance for each eligible and participating employee is inclusive of the employees' share of the EI Rebate. This is subject to the Employer eligibility to receive the EI Premium Reduction Rebate.

21.03 Reimbursement of Expenses

a) Reimbursement for In Town Car Use

Should an employee be required and agrees to use their personal vehicle to conduct business on behalf of the Employer, the employee shall receive five dollars (\$5.00) for each day an employee is required to use their vehicle for in-town travel. In addition to the above, the employee shall receive an allowance per kilometer at Government of Saskatchewan approved rates. The Employer may provide a vehicle, and the foregoing shall not apply.

b) Reimbursement for Meals

Employees who are required to travel from their usual place of work on approved Sask DLC business shall be compensated for each meal at Government of Saskatchewan approved per diem rates. If a meal is provided the foregoing shall not apply.

c) Expense Claims

Expense claims shall be submitted at the end of each month. All claims must be received by Corporate Finance no later than August 15th annually.

ARTICLE 22 – WORKERS' COMPENSATION

22.01 Reporting Workplace Injuries

When an employee is injured in the performance of work-related duties, the Employee shall immediately report the injury to their immediate supervisor and to the Workers' Compensation Board (WCB) using the required forms.

22.02 Requirement to Apply for Long-Term Disability (LTD)

An employee in receipt of benefits under Workers' Compensation for ninety (90) calendar days or more will make application for LTD.

Should the employee qualify for LTD benefits, this will allow for a continuous source of compensation without delay when they may no longer qualify for Workers' Compensation benefits yet continue to be medically unable to work due to injury or illness.

22.03 Workers' Compensation Payments

When an employee is injured in the performance of their duties, or incurs an industrial illness, and the accident or illness is compensable under the provisions of *The Workers' Compensation Act, 2013*, they will be compensated as follows:

- a) The total compensation received by the employee will not exceed their regular net salary.
- b) An employee's normal earnings will be the average of their previous twelve (12) months, with the exclusion of any approved leaves of absence or layoff, or as defined by the WCB, whichever is greater.
- c) Pending receipt of payments from Workers' Compensation, an employee will receive regular net salary. However, the Employer may limit such earnings to the amount of an employee's accumulated sick leave at the commencement of their disability. The Employer may require the employee to provide proof of their disability.
- d) In the event that the employee's WCB claim is denied, the employee's sick leave will be charged against the employee's available sick leave credits.

22.04 Employer Top-up

- a) From and including the date of injury until no more than one (1) year from the date of injury, the employee shall receive their regular net salary, and any benefits payable from Workers' Compensation shall be paid directly to the Employer on behalf of the employee.
- b) After one (1) year from the date of injury to not more than two (2) years from the date of injury or until the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive their regular net salary, and any benefits payable from Workers' Compensation shall be paid directly to the Employer on behalf of the employee. The difference between the employee's regular net salary and the benefit payable from Workers' Compensation will be charged against the employee's available sick leave credits.

22.05 Direct Payment by Workers' Compensation

Two (2) years from the date of injury or when the employee's sick leave credits are exhausted, whichever occurs first, the employee will be placed on a leave of absence and receive payments directly from Workers' Compensation only.

22.06 Employee Status and Benefits

- a) Up to two (2) years from the date of injury or until the employee's sick leave credits are exhausted, whichever occurs first, the employee will be deemed to be an active employee and earn all benefits except vacation leave.
- b) An employee receiving payment from Workers' Compensation will be entitled to carry forward any earned, unused vacation leave up to and including the full entitlement for the month in which the injury occurred until they return to work.
- c) Employees who are paid directly by the WCB will be credited with seniority for the duration of the disability up to a maximum of two (2) years.

ARTICLE 23 – DUTY TO ACCOMMODATE

The parties are jointly committed to re-integrating employees back into the workplace who have suffered an occupational or non-occupational illness or injury. In circumstances where a member of the bargaining unit may be unable to perform the regular duties of the employee's position due to a medically documented mental or physical disability, the parties agree to work together to consider how the employee's disability can be accommodated, and the affected employee shall participate and cooperate fully in the process.

ARTICLE 24 – HEALTH AND SAFETY

24.01 Co-operation on Safety

The Union and the Employer recognize that occupational health and safety is a shared concern, and they will cooperate in promoting and improving rules, training and practices that will enhance the work environment for all employees.

Notwithstanding the above, the parties recognize the Employer's responsibility to ensure, insofar as reasonably practicable, the health, safety, and welfare at work of all the Employer's employees. Additionally, the parties recognize the employees' responsibility to take reasonable care to protect their health and safety and the health and safety of the students and other employees who may be reasonably affected by their acts or omissions.

24.02 Occupational Health and Safety Act and Regulations

The current *Saskatchewan Employment Act and Regulations* shall apply. The legislation allows every worker the right to know the hazards at work, participate in occupational health and safety and refuse work which the worker believes is unusually dangerous.

24.03 Occupational Health Committee

An Occupational Health Committee, as provided by *The Saskatchewan Employment Act* and *Regulations* shall be implemented. The Occupational Health Committee shall hold regular meetings or as requested by the Union or the Employer to deal with all unsafe conditions.

24.04 Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment, and protective clothing.

24.05 Training of Workers

In accordance with *The Saskatchewan Employment Act* and *Regulations*, the Employer shall ensure that a worker is trained in matters that are necessary to protect the health and safety of the worker when a worker begins work at the place of employment and when a worker is moved from one work activity or worksite to another that differs with respect to hazards, facilities, or procedures.

24.06 Violence in the Workplace

- a) The Employer and the Union agree that violence against employees in the workplace is not acceptable and agree to work together towards elimination of the incidence and causal factors of violence.
- b) Violence is defined in accordance with Article 3-26(1) of *The Occupational Health and Safety Regulations, 2020*, as "... the attempted, threatened, or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that the worker is at risk of injury."

ARTICLE 25 – NO DISCRIMINATION AND HARASSMENT

25.01 No Discrimination

The Employer and Union agree that there shall be no discrimination, interference, restriction, or coercion experienced or practiced with any employee under any of the prohibited grounds as defined by *The Saskatchewan Human Rights Code, 2018*, or by reason of membership or activity in a trade union.

25.02 Harassment

- a) No form of sexual or personal harassment shall be allowed in the workplace or in work related situations. The principles and values of the Employer include the right of all employees to self-respect and dignity.

- b) In accordance with *The Saskatchewan Employment Act and Regulations*, harassment means
 - i) any inappropriate conduct, comment, display, action or gesture by a person towards an employee,
 - 1) that either:
 - A) is based on any prohibited ground as defined in *The Saskatchewan Human Rights Code, 2018* or on physical size or weight; or
 - B) subject to subsections (c) and (d), adversely affects the employee's psychological or physical wellbeing and that the person knows or ought reasonably to know would cause the employee to be humiliated or intimidated; and
 - 2) that constitutes a threat to the health and safety of the employee; or
 - ii) any conduct, comment, display, action or gesture by a person towards an employee that:
 - 1) is of a sexual nature; and
 - 2) the person knows or ought reasonably to know is unwelcome.
- c) To constitute harassment for the purposes of this Article 25.02(b)(i)(1)(B), either of the following must be established:
 - i) repeated conduct, comments, displays, actions or gestures; or
 - ii) a single, serious occurrence of conduct, a single serious comment, display, action, or gesture that has a lasting harmful effect on the employee.
- d) Harassment does not include any reasonable action that is taken by an employer, or a manager or supervisor employed or engaged by an employer, relating to the management and direction of the Employer's employees or the place of employment.
- e) The Employer recognizes its responsibility to maintain a policy on harassment that includes education, training, and procedures for resolving situations that occur. Harassment complaints shall first be addressed through the Employer policy on harassment.

ARTICLE 26 – JOB CLASSIFICATIONS AND RECLASSIFICATIONS

26.01 Job Descriptions

Job descriptions will be made available to all employees.

26.02 Elimination of Classifications

The Union shall be notified by the Employer of its intent to eliminate existing

classifications.

26.03 Changes in Classifications

- a) When there is a significant change to the duties and responsibilities of any position or when the Union contends that an employee is incorrectly classified or a new classification is created in the scope of the agreement, the rate of pay shall be subject to negotiation between the Employer and the Union.
- b) If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall be retroactive to the date of submission in writing of the reclassification.

ARTICLE 27 – ACCESS TO PERSONNEL FILE

Employees shall have access to their personnel file. Requests to view their file shall be directed to the Human Resources Director or designate.

The file must be examined in the presence of the Human Resources Director or designate. The Human Resources Director or designate, at the request of the employee, shall provide a copy of any or all records in the file.

ARTICLE 28 – TECHNOLOGICAL CHANGE

28.01 Hiring and Training due to Technological or Organizational Change

In the event that the Employer introduces a technological change as defined by *The Saskatchewan Employment Act and Regulations*; and the change would have an impact on three (3) or more employees:

- a) No additional employees shall be hired as a result of the change until the employees already on staff are allowed a training period to acquire the necessary knowledge and/or skills to occupy the positions affected by the change.
- b) The period of said training shall be negotiated between the Employer and the Union.

ARTICLE 29 – PROGRESSIVE DISCIPLINE

29.01 Progressive Discipline Steps

Except in cases of gross misconduct, the Employer agrees that the following progressive discipline will be used in dealing with employees whose job performance and/or conduct is

not satisfactory:

- a) Verbal warning
- b) Written warning
- c) Final written warning or suspension
- d) Termination of employment

The employee shall have the opportunity to state their side of the case in advance of discipline being imposed.

29.02 Representation

In cases where the Employer considers an employee's conduct to warrant disciplinary action (dismissal for just cause, suspension, verbal or written reprimand, or investigation for possible discipline) the employee shall be given the reason, in writing, in the presence of a Union representative. Copies of all disciplinary letters shall be provided to the employee and the Union.

29.03 Removal of Discipline from File

Upon written application to Human Resources or designate, the employee may request to have written reprimands removed from their file after two (2) years of subsequent active employment during which no formal disciplinary action is taken. Human Resources or designate has the ability to grant or deny the request. Denial would only occur in situations involving discipline for proven matters of a more serious nature such as, but not limited to, sexual harassment or theft.

29.04 Unjust Suspension or Dismissal

An employee who has been unjustly suspended or dismissed shall be immediately reinstated in the employee's former position without loss of seniority. The employee shall be compensated for all time lost in an amount equal to the employee's normal earnings during the dismissal or suspension, or by any other arrangement, which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

ARTICLE 30 – GRIEVANCE PROCEDURE AND ARBITRATION

30.01 Definition of a Grievance

A grievance shall be defined as any complaint, dispute or disagreement between the Employer and the Union or any member(s) of the Union regarding the interpretation, application, or alleged violation of this Agreement.

30.02 Settlement of a Grievance

- a) Prior to formally submitting grievances, employees are encouraged to first discuss their complaint with their immediate supervisor. Any discussions held will be informal

and without prejudice and will explore available solutions. The Union and the Employer shall endeavour to resolve issues prior to commencing the formal grievance procedure.

- b) Any time limits expressed in the grievance procedure may be extended by mutual agreement between the parties.
- c) An effort shall be made to settle any grievance fairly and promptly in the following manner:

STEP 1

- a) The Union shall first present the grievance in writing to the immediate supervisor and Human Resources within thirty (30) calendar days of the event giving rise to the grievance or of the date when the employee first became aware of the grievable matter.
- b) Within seven (7) calendar days from the date the grievance is received, the Union and Human Resources shall meet to discuss the alleged infraction. If required, the grievor may be in attendance.
- c) Human Resources shall give a decision in writing to the Union within fourteen (14) calendar days of the above meeting.

STEP 2

- a) Failing satisfactory settlement at Step 1, if the Union decides to proceed with the grievance, it shall present the grievance, in writing, to the Executive Director of Finance, Planning and Human Resources within fourteen (14) calendar days of the receipt of the decision under Step 1.
- b) Within seven (7) calendar days from the date the grievance is denied at Step 1, the parties shall meet to discuss the alleged infraction. If required, the grievor may be in attendance.
- c) The Executive Director of Finance, Planning and Human Resources shall give a decision in writing to the Union within fourteen (14) calendar days of the above meeting.

STEP 3

- a) Failing agreement under Step 2, a written application for a meeting with the Vice-President of Human Resources may be made by the Union through the Human Resources Director within fourteen (14) calendar days of receipt of the decision at Step 2.
- b) A meeting shall occur between the parties within thirty (30) calendar days from the date of request.
- c) The parties will attempt to exchange information prior to or during Step 3 of the process with the objective of:
 - i) attempting to ascertain the facts and negotiate a resolution;
 - ii) failing resolution by negotiation, agreeing to a joint statement of facts; and

- iii) based on the joint statement of facts, each party will recommend an appropriate course of action.
- d) If settlement cannot be reached at Step 3, the Vice-President of Corporate Services or designate shall render their decision in writing within fourteen (14) calendar days of receipt of the grievance or, fourteen (14) calendar days from the date of the meeting, whichever is applicable.

STEP 4 - Arbitration

- a) Failing satisfactory settlement being reached in Step 3, the Union shall refer the grievance to arbitration or withdraw within thirty (30) calendar days of receipt of the written decision at Step 3.
- b) Where a grievance has been referred to arbitration, the parties may agree to attempt to resolve the grievance through an alternate dispute resolution process.
- c) The Board of Arbitration shall consist of one (1) member appointed by the Union, one (1) member appointed by the Employer, and a chairperson, jointly named by the two (2) members so appointed.
- d) Where, within fourteen (14) calendar days of their appointment, the Employer and Union appointees fail to agree on the selection of a chairperson, either party may request the Chairperson of the Labour Relations Board to appoint a chairperson to the Board of Arbitration.

30.03 Discipline, Harassment, Violence, and Policy Grievances

- a) When the Union has reason to believe the Employer has erred in the general application or interpretation of the Agreement that has implications for more than one (1) work site, the Union shall have the right to initiate a grievance at Step 2 of the Grievance Procedure.
- b) When an employee is suspended or dismissed, the Union shall have the right to initiate a grievance at Step 2 of the Grievance Procedure.
- c) When a grievance cites harassment or violence, the Union shall have the right to initiate a grievance at Step 2 of the Grievance Procedure. Grievances related to harassment or violence shall be dealt with in a way that respects the confidentiality of all parties but recognizes the principles of fairness and justice.

30.04 Decision and Guideline

The decision of the Arbitration Board shall be final and binding on the parties. The Arbitration Board in reaching its decision shall not have the power to add to, subtract from, alter, or amend the Agreement.

30.05 Arbitration: Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. A Board of Arbitration shall have 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 it deems just and equitable.

30.06 Expenses of the Board

The Union and the Employer shall each pay one-half ($\frac{1}{2}$) of the remuneration and expenses of the Chairperson of the Board of Arbitration.

Schedule 'A'
Effective September 1, 2024 to August 31, 2025

Classification Level	Minimum	Maximum
Level 1	\$19.94	\$22.81
Level 2	\$21.14	\$23.55
Level 3	\$22.40	\$24.95
Level 4	\$23.74	\$26.44
Level 5	\$25.64	\$28.56
Level 6	\$27.69	\$30.83
Level 7	\$29.90	\$33.30
Level 8	\$32.29	\$35.97
Level 9	\$35.52	\$39.56
Level 10	\$39.08	\$43.52
Level 11	\$42.98	\$47.87
Level 12	\$47.28	\$52.65

Schedule 'A'
Effective September 1, 2025 to August 31, 2026

Classification Level	Minimum	Maximum
Level 1	\$20.54	\$23.49
Level 2	\$21.77	\$24.26
Level 3	\$23.07	\$25.70
Level 4	\$24.45	\$27.23
Level 5	\$26.41	\$29.42
Level 6	\$28.52	\$31.75
Level 7	\$30.80	\$34.30
Level 8	\$33.26	\$37.05
Level 9	\$36.59	\$40.75
Level 10	\$40.25	\$44.83
Level 11	\$44.27	\$49.31
Level 12	\$48.70	\$54.23

Schedule 'A'

Effective September 1, 2026 to August 31, 2027

Classification Level	Minimum	Maximum
Level 1	\$20.95	\$23.96
Level 2	\$22.21	\$24.75
Level 3	\$23.53	\$26.21
Level 4	\$24.94	\$27.77
Level 5	\$26.94	\$30.01
Level 6	\$29.09	\$32.39
Level 7	\$31.42	\$34.99
Level 8	\$33.93	\$37.79
Level 9	\$37.32	\$41.57
Level 10	\$41.06	\$45.73
Level 11	\$45.16	\$50.30
Level 12	\$49.67	\$55.31

SIGNING PAGE

Signed this 4th day of April, 2025 at Saskatoon, Saskatchewan.

ON BEHALF OF:

SASKATCHEWAN DISTANCE
LEARNING CORPORATION

Michelle Miller

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 5544:

[Signature]

Danielle Schneider

[Signature]

[Signature]

Cory Ouellette

[Signature]

[Signature]

LETTER OF UNDERSTANDING No. 01

between

Saskatchewan Distance Learning Corporation (Sask DLC)

and

Canadian Union of Public Employees, Local 5544

RE: Retroactive Pay

Retroactive pay adjustments for the period from September 1, 2024 and the date of signing this Agreement shall apply to:

- a) Current Employees
 - i) Permanent
 - ii) Temporary
- b) Casual Employees
- c) Retired Employees

Eligible retired employees of Sask DLC will be required to apply in writing to Human Resources within ninety (90) calendar days from the date of signing this Agreement for any of the retroactive pay benefits contained herein. Applications will be accepted via email to human.resources@saskdlc.ca and must include the employee's full name, current address and bank account information for direct deposit as provided by the financial institution.

Signed this 4th day of April, 2025 at Saskatoon, Saskatchewan.

ON BEHALF OF:

ON BEHALF OF:

**SASKATCHEWAN DISTANCE
LEARNING CORPORATION**

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 5544:**











