COLLECTIVE BARGAINING AGREEMENT

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3730

and

THE BOARD OF EDUCATION OF
ST. PAUL'S ROMAN CATHOLIC SEPARATE SCHOOL
DIVISION NO. 20 OF SASKATCHEWAN

GREATER SASKATOON CATHOLIC SCHOOLS

SEPTEMBER 1, 2025 TO AUGUST 31, 2028

THIS AGREEMENT MADE

FOR THE PERIOD SEPTEMBER 1, 2025 TO AUGUST 31, 2028

BETWEEN:

THE BOARD OF EDUCATION OF ST. PAUL'S

ROMAN CATHOLIC SEPARATE SCHOOL DIVISION

NUMBER 20 OF SASKATCHEWAN

HEREINAFTER CALLED THE "BOARD"

PARTY OF THE FIRST PART

- AND -

THE CANADIAN UNION OF PUBLIC

EMPLOYEES AND ITS LOCAL 3730

HEREINAFTER CALLED THE "UNION"

PARTY OF THE SECOND PART

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GREATER SASKATOON CATHOLIC SCHOOLS MISSION

Greater Saskatoon Catholic Schools;
a welcoming community where we nurture faith,
encourage excellence in learning
and inspire students to serve others,
making the world a better place.

'We love because He first loved us.'
- 1 John 4:19

GREATER SASKATOON CATHOLIC SCHOOLS LOGO

A key feature of our logo is the perspective lines that represent rural and urban communities coming to forge a unique partnership. Reminiscent of rural landscapes, the lines merge into the towering structures of a "city" that is also a cross. The cross, in turn, is a growing tree of knowledge deeply rooted in the land and in the consciousness of Saskatchewan people.

Centred on the Bible, the rays of energy emanating from the cross reach into the expanded school division community through sharing and communication. The contemporary sans serif font demonstrates balanced proportions and has a timeless quality. Olive green complements both the biblical as well as the "growing minds" context.

The result is a logo that is rich in symbolism and one that successfully illustrates our Division's stability and strength.

PREAMBLE

NOW, THEREFORE, the Union recognizes that the school division is founded on the principles and values taught by the Roman Catholic Church and as such, it agrees that employees must respect such principles and values.

Whereas it is the desire of both parties to this Agreement to maintain and improve the existing harmonious relations between the Board and the Union, to promote cooperation and understanding between the Board and its employees, to recognize the mutual value of joint discussions and negotiations on matters pertaining to working conditions, hours of work, and scales of wages, to encourage effectiveness and efficiency of operation within the School Division, and to promote the morale, well-being and security of all employees included in the bargaining unit represented by the Union, the parties of this Agreement do hereby enter into, establish, and agree to the following terms:

ARTICLE 1 – PUBLIC RELATIONS

1.1 The Union agrees that its members will do everything possible to create good public relations with every person or organization to whom the Board may be responsible.

1.2 It is agreed that an employee under this Agreement shall not regularly engage in outside employment if it interferes with employment with the Board.

ARTICLE 2 – TERM OF AGREEMENT

2.1 This Agreement shall be in force and effect on and from September 1, **2025** A.D., up to and including August 31, **2028** A.D., and from year to year thereafter unless notification of desire to amend be given in writing.

2.2 Either party may, not before one hundred twenty (120) days and not later than sixty (60) days preceding the expiry date hereof, give notice in writing to the other party to negotiate a revision thereof.

2.3 The parties to the Agreement may, by mutual consent, revise any portion of the Agreement during the term of the Agreement.

ARTICLE 3 – SCOPE OF AGREEMENT

3.1 This Agreement shall apply to all employees employed by the Board of Education of St. Paul's Roman Catholic Separate School Division #20 of Saskatchewan, except the:

a) Members of LEADS (League of Educational Administrators Directors and Superintendents)

b) Chief Financial Officer

c) Teachers employed and functioning as such

d) Members of CUPE Local 2268

e) Students employed through Government grants/programs during the period May 1 - August 31

g) Employees serving in the capacity of Elder

h) Manager (Administrative Services – Human Resource Services)

i) Assistant Manager (Administrative Services – Human Resource Services Information Technology – Facilities)

j) Communications Consultant (Director Services)

k) Benefits Administrator (Human Resource Services)

l) Representative Work Force Consultant (Human Resource Services)

m) Executive Assistant (I, II, and III) (Administrative Services – Human Resource Services – Director Services – Learning Services)

n) Payroll Officers

o) Employees employed by the Board in positions within the former Humboldt Catholic School Division

p) **Non-LEADS Superintendents**

3.2 The exclusion from this Agreement of any other position shall be a matter of negotiation between the Union and the Board. Where no agreement can be reached, the Board or the Union may submit the matter to the Labour Relations Board.

3.3 The words "Employee" or "Employees" where hereinafter used shall mean any person covered by this Agreement.

3.4 The parties agree references to Board Policy and legislation is provided for information purposes only and the terms of such are not subject to collective bargaining.

ARTICLE 4 – UNION RECOGNITION

4.1 The Board agrees to recognize the Union as the sole collective bargaining agent for the employees identified in Article 3 – Scope of Agreement.

4.2 It is understood that employees shall only accept conditions of employment in accordance with the terms of this Agreement.

ARTICLE 5 – UNION SECURITY

5.1 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 their 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 their 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.

ARTICLE 6 – CHECK OFF

6.1 Dues Authorization

The Union shall furnish the Board with Dues Authorization Cards. The Board agrees to have each new employee sign such a card within thirty (30) calendar days of the commencement of employment.

6.2 Dues Check Off

The Board shall deduct initiation fees, assessments and monthly dues from the earnings of each employee at the rate or sum set by the Union and communicated by the Secretary-Treasurer of the Union to the Secretary of the Board in writing. Any changes or revisions thereof shall be forwarded in writing by the Union no later than the 10th day of any month in order for the changes or revisions to be effective in the current month; if the changes or revisions are received by the Board after the 10th day of any month, the changes or revisions shall not be effective until the next following month.

All funds deducted from an employee's earnings on behalf of the Union shall be remitted to the Secretary-Treasurer of the Union not later than the 15th day of the month following the month in respect to which deductions have been made. Such funds shall be accompanied by a list indicating the names of all employees from whose wage's deductions have been made, the total amount earned by the employee during this period, and the amount that has been deducted from each employee.

6.3 Dues Receipts

The Board agrees to record all Union Dues paid in the previous year on each employee's Income Tax (T4) slip.

ARTICLE 7 – NO DISCRIMINATION

7.1 The Board agrees that there will be no discrimination, interference, restriction or coercion experienced or practised with any of its employees by reason of race,

colour, political or religious affiliation, sex, marital status, gender identity or expression, sexual orientation, disability, age, national or ethnic origin, family status, genetic characteristics, place of residence, nationality, ancestry, place of origin, nor by reason of their membership or activity in a Trade Union.

ARTICLE 8 – RESPONSIBILITIES

8.1 Unless otherwise noted, all correspondence between the parties to this Agreement hereto arising out of this Agreement or incidental thereto shall pass to and from the Superintendent of Human Resource Services and the Recording Secretary of the Union. All responses shall be given within ten (10) working days. Copies of such correspondence shall also be submitted by the Superintendent of Human Resource Services to the Union President and by the Recording Secretary of the Union to the designated Superintendent.

8.2 The Union shall notify the Superintendent of Human Resource Services as to the current names of the Officers of the Union.

8.3 The Board agrees to acquaint new employees with the fact that a Collective Agreement is in effect, direct the employees to the Agreement online, to draw attention to the articles entitled Union Security and Check Off, and to advise them of the names of the Union Shop Steward, immediate Supervisor and designated Superintendent. All new employees shall also be provided with an outline of the Employee Benefits Plan and the Employee and Family Assistance Program.

8.4 The Board shall provide the Recording Secretary and the President of the Union with a copy of the letter sent to employees hired, terminated, demoted, promoted, transferred or appointed. Such notification shall be sent within two (2) days of the notice being sent to the employee.

8.5 During March of each year, a Seniority List by rank as of December 31 of the preceding year shall be provided by the Board to all members of the Local via email. Such a list shall include the name, classification, work location and date of hiring.

The Recording Secretary of the Union shall be provided with a staff list and number of working hours of each employee as requested.

8.6 The Board shall permit a new employee to meet with a representative of the Union during the employee's first month of employment within regular working hours and without loss of pay for a maximum of fifteen (15) minutes. Arrangements for such a meeting shall be made through the employee's immediate Supervisor.

8.7 The Board agrees, where practicable, any reports or recommendations about to be made to the Board dealing with matters included in this Agreement shall be communicated to the Union at such an interval before they are approved by the Board as to afford the Union a reasonable opportunity to consider them and make representation, if deemed necessary. Copies of all resolutions adopted by the Board and which affect this Agreement are to be forwarded to the Union.

8.8 The Board shall make available, on the GSCS website, a copy of the current Collective Agreement and provide a hard copy to all Executive Members, CUPE Representatives and Shop Stewards.

8.9 **a)** Performance evaluations shall be conducted regularly within a three (3) year cycle.

b) At the request of the employee, a performance evaluation may be conducted at any time. A copy will be provided to the employee and placed in the personnel file.

ARTICLE 9 – WORKPLACE SAFETY

9.1 **The Union, Board, and all CUPE Local 3730 members agree to abide by the Occupational Health and Safety Regulations. The Union and Employer recognize that Occupational Health and Safety is a shared responsibility. The parties recognize their obligation to promote, improve, and maintain health and safety standards and practices in order to prevent accidents and injuries, with the goal of enhancing the health and safety of all employees.**

9.2 The Duty to Accommodate within the workplace is a shared responsibility among the Employer, the Union, and the employee. The Employer and the Union agree to make every reasonable effort, short of undue hardship, to provide suitable modified employment to employees who are temporarily or permanently unable to return to the regular duties of their position because of a medically documented restriction resulting from workplace injury.

9.3 The Board shall provide parking and electrical plug in for personal vehicles for all staff working alone in a school and whose shift ends between the hours of 7:00 p.m. – 11:30 p.m.

9.4 The Union and the Board support the work of and will assist in ensuring the site based Occupational Health and Safety Committees function effectively and comply with applicable Acts and Regulations. The work of the Committee will be without loss of pay or benefits and considered time at work.

9.5 Violence in the Workplace

a) The Board 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 the regulations to *The Saskatchewan Employment Act* and *Occupational Health and Safety Regulations* "... 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".

c) Employees are encouraged to access Policy GBK: Employee Safety and Violence Prevention, which includes procedures for reporting, investigation, and preventative training for addressing situations of violence.

ARTICLE 10 – LABOUR RELATIONS COMMITTEE

10.1 The parties agree the Labour Relations Committee shall consist of equal representation appointed by the Union and the Board. A Board representative and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

10.2 The Labour Relations Committee shall meet with the objective to achieving an improved employee and Board relationship and a more effective and efficient work environment.

10.3 The Labour Relations 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 Board. The Committee shall have the power to make recommendations to the Union and the Board with respect to its discussions and conclusions.

10.4 Union representatives on the Labour Relations Committee shall receive full pay and benefits for time spent in meetings of the Committee.

ARTICLE 11 – GRIEVANCES

11.1 A grievance shall be defined as any unresolved difference or misunderstanding which an employee or the Union may desire to discuss and adjust with the Board. In order to maintain harmonious relationships and open lines of communication within the school division, an employee who considers they have

been aggrieved shall first discuss the matter with the immediate Supervisor or designate. If the issue cannot be settled satisfactorily within seven (7) working days, the employee shall inform the immediate supervisor that the matter shall be brought to the attention of the Union who shall act in accordance with the Grievance Procedure.

Grievances filed as a direct result of the awarding of a position pursuant to a Notice of Job Opening shall be referred to the hiring officer - the Board Officer who signed the Offer of Employment.

11.2 When the Union has reason to believe that the Board has erred in the general application or interpretation of the Collective Agreement, the matter shall be discussed with the Superintendent of Human Resource Services. The Superintendent of Human Resource Services shall discuss the matter with the Union within seven (7) working days of having received the matter and shall render a decision, in writing, within seven (7) working days of the discussion. If the issue is not resolved at this level, the Union shall have the right to initiate a grievance at Step 2 of the Grievance Procedure.

11.3 The time limits prescribed in Article 11.7 may be extended by mutual consent of both parties to this Agreement.

11.4 It is agreed and understood grievances shall be settled without stoppage of work on the part of the employees or lockout by the Board while Steps 1 to 4 of the Grievance Procedure are in effect or once a grievance has been submitted to arbitration.

11.5 It is agreed and understood that where an officer of the Board or Union is named in the Grievance Procedure, the Grievance shall be heard by a designate.

11.6 It is agreed and understood that, upon mutual agreement, the parties may refer any grievance back to the Grievance Resolution Committee at any stage of the grievance process.

11.7 <u>GRIEVANCE PROCEDURE</u>

<u>Step One - Grievance to the Superintendent of Human Resource Services</u>

The Union may refer the grievance, in writing, to the Superintendent of Human Resource Services within **twelve (12)** working days of the alleged occurrence. The Superintendent of Human Resource Services shall discuss the grievance with the Union within seven (7) working days of receipt of the grievance and shall render a decision, in writing, within seven (7) working days of the discussion. The Union may be accompanied by the employee involved if the latter so wishes.

The grievance shall include a written summary of the steps taken as prescribed

in Article 11.1 to resolve the issue prior to the Step One Grievance.

Step Two - Grievance to the Director

Failing satisfactory settlement of the grievance at Step One, the Union may refer the matter to the Director of Education, in writing, within seven (7) working days of having received the written decision of the Grievance Resolution Committee. The Director shall meet with the Union within fourteen (14) working days of receipt of the grievance and shall render a decision, in writing, within seven (7) working days of the said meeting. It is agreed and understood that a maximum of three (3) additional officers of the Board or Union may attend this meeting.

Step Three - Grievance to the Board of Education

Failing satisfactory settlement of the grievance at Step Two, the Union may make application, in writing, for a hearing with the Board of Education through the Secretary of the Board within seven (7) working days of having received the written decision of the Director of Education. The Union shall be granted a hearing with the Board within twenty-one (21) working days of receipt of the application by the Secretary of the Board. The Board shall render a written decision within seven (7) working days of the hearing.

Step Four - Grievance to Arbitration

Failing satisfactory settlement of the grievance at Step Three, the Union may refer the grievance to Arbitration within fourteen (14) working days of having received the written decision of the Board of Education.

11.8 GUIDELINES: GRIEVANCE RESOLUTION COMMITTEE

The purpose of the Grievance Resolution Committee is to seek resolution to non-policy grievances in the early stages of a grievance through a forum of discussion that maintains the integrity of the employee, the Union and the Board. The specific purpose is to seek a resolution which best meets the needs of all parties involved.

The membership shall include the Superintendent of Human Resource Services, the Designated Superintendent, the Chief Shop Steward/President and a Union Member of the Labour Relations Committee.

The membership may be expanded by mutual agreement.
The griever and the person charged in the grievance may attend Grievance Resolution Committee meetings if either wishes.

The Grievance Resolution Committee shall operate on a consensus model of decision making which would require all parties to agree to a decision. The

Grievance Resolution Committee, by mutual consent, may establish more specific guidelines regarding membership, timeframes, or process based on the individual circumstances of each case.

The Grievance Resolution Committee will communicate its decision in writing to the Union President and the Superintendent of Human Resource Services.

ARTICLE 12 – ARBITRATION

12.1 Where a grievance is referred to Arbitration, a single Arbitrator or a Board of Arbitration shall be established in accordance with the provisions of *The Saskatchewan Employment Act* of the Province of Saskatchewan.

12.2 The decision of the Arbitrator or the Board of Arbitration shall be final and binding on both parties to this Agreement.

12.3 In order to render a decision which it deems just and equitable, the Arbitrator or the Board of Arbitration shall have the right to waive formal procedural irregularities affecting the grievance if, in its opinion, such irregularities are not essential to the grievance being arbitrated. However, the Arbitrator or the Board of Arbitration shall not have the power to alter, modify or amend any provisions of this Agreement.

12.4 Should the parties to this Agreement disagree in the interpretation of the Arbitrator or the Board of Arbitration's decision, either party may apply to the Arbitrator or the Chairperson of the Board to reconvene the hearing for the sole purpose of clarifying the original decision.

12.5 Subject to the exceptions in Article 23, the fees and expenses of the Chair or Arbitrator shall be shared equally between the parties. Each party shall be responsible for its costs, fees and expenses of witnesses, and those of its Board of Arbitration member.

ARTICLE 13 – PROBATIONARY PERIOD

13.1 Probation shall be for the first ninety (90) calendar days of service by an employee with the Board. During the period an employee is on probation, the employee shall be entitled to all rights and privileges of this Agreement except with regard to dismissal.

13.2 After completion of the Probationary Period, seniority shall date from the original date of employment within the bargaining unit.

13.3 Notwithstanding the above provision, it is agreed that the Probationary Period for

an employee may be extended with the consent of the Board and Union for a maximum of two (2) ninety (90) calendar day periods.

13.4 No probationary employee will be eligible to apply for a vacancy within the Local until they have successfully completed their probationary period.

13.5 Probationary employees shall have a formal review completed by the employer at a minimum of forty-five (45) and ninety (90) calendar day intervals.

ARTICLE 14 – SENIORITY

14.1 Subject to the terms of Article 13.2, 14.1 b) and c), and Article 14.2, seniority shall be expressed in terms of years of service from the time an employee enters the employ of the Board.

a) Effective the date of signing of this Agreement, seniority is defined as the length of service in the bargaining unit and shall operate on a bargaining unit basis subject to b) and c). Current employees shall be placed on the seniority list in order of seniority as of date of signing of this Agreement.

b) Service gained as a casual employee shall not be considered as service for the purpose of determining seniority.

c) Where a casual worker is the successful candidate for a permanent position, any time worked in the previous six (6) months as a casual shall be pro-rated and credited toward their seniority date following the successful completion of the probationary period. The time recognized as a casual shall not be considered when determining the employee's increment date.

d) Service gained as a temporary employee shall be considered as service for the purpose of determining seniority. Seniority will date as the original date of hire as a temporary with the Board upon receiving a permanent position where there is no break in service of longer than one hundred eighty (180) calendar days.

e) When two (2) or more employees share the same starting date of employment, the employees shall be ranked on the seniority list in accordance with:

i) Employees with the greater daily hours of work shall be ranked higher.

ii) If employees have equal hours of work, the employee shall be ranked higher by the earlier date of application.

14.2 An employee shall lose all entitled seniority if the employee:

a) is dismissed for just cause;

b) resigns, in writing, and does not withdraw the resignation within five (5) working days;

c) retires;

d) is laid off for a continuous period in excess of eighteen (18) calendar months; or

e) fails to notify the Board of their intention to return to work after a layoff within ten (10) calendar days of being notified by registered mail to do so. If the employee fails to keep the Board informed as to their current address, the Board shall not be responsible for failure of a notice sent by registered mail to reach the employee.

ARTICLE 15 – VACANCIES AND NEW POSITIONS

The parties to this Collective Agreement are committed to the principles of diversity and agree to advocate for employment opportunities consistent with the representative workforce strategies of the parties.

15.1 The title and rates of pay applicable to new job classifications and the reclassification of any existing positions within the scope of this Agreement shall be subject to negotiation between the Union and the Board.

15.2 The membership of the Union shall be advised of all new and vacant positions of at least three (3) hours. Such advisement shall take the form of a Notice of Job Opening being sent to all work centres and emailed to all employees. During the School Division's summer break, a notice of job opening shall be submitted, by email, to the Union Secretary or designate. At the same time positions are advertised internally, they may also be advertised publicly.

It is agreed and understood that first preference for filling new and vacant positions of less than three (3) hours shall be extended to existing staff who have indicated their preference for additional assigned hours or for a change in location from their current location of equal hours to Human Resource Services.

15.3 All notices of Job Openings shall contain at least the following information: job classification, required qualifications, salary range, location, term of employment and exact hours of work if determined.

15.4 Employees shall make application within five (5) working days of the posting of the Notice of Job Opening in the Board Office.

15.5 Where more than one (1) employee from the Union makes application for a position the following procedures will be followed:

- The position shall be offered to the most senior applicant who is currently employed in the same job classification with the same job title as that posted and who possesses the required qualifications and ability. Applicants currently working in a higher paid position shall be treated in the same fashion as those holding the same job title.

- Where there are no such applicants the position shall be awarded based on qualifications and ability. When two (2) or more applicants are deemed to be equal with respect to qualifications and ability, seniority shall be the determining factor.

- Where only one (1) employee makes application for a position, the employee shall be offered the position provided he/she has the necessary qualifications and ability.

- The successful applicant shall be notified within one (1) week following the end of the posting period.

15.6 Trial Period:

a) When a member of the Union is the successful applicant for a promotion or increase in hours, the employee shall be placed on trial for a period of ninety (90) calendar days. Conditional on satisfactory service the employee shall be declared permanent after the period of ninety (90) calendar days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, the employee may request, with five (5) working days' notice, to be returned to the former position and wage or salary rate. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and wage or salary rate.

b) When a member of the Union is the successful applicant of a lateral transfer, the employee shall be placed on a trial for a period of forty-five (45) calendar days. Conditional on satisfactory service, the employee shall be declared permanent after the period of forty-five (45) calendar days. It is agreed that the trial period may be extended with the consent of the Board and Union for an additional forty-five (45) days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform in

their new assignment, the employee may request, with five (5) working days' notice, to be returned to the former assignment. Any other employee promoted or transferred because of the rearrangement of positions shall also return to their former assignment.

c) Trial Period for Union Members Appointed to an Out-of-Scope Position

An employee temporarily filling an out-of-scope position for up to twelve (12) consecutive months shall continue to have Union dues deducted from each pay cheque for the purpose of seniority accrual and the employee being entitled to the rights and benefits provided by this Agreement upon their return to their Union position. The timeframe may be extended with mutual agreement of all parties.

Permanent employees appointed to a temporary out-of-scope position shall be returned to their former job classification upon termination of the temporary appointment.

15.7 The Employer will ensure appropriate orientation and on-site training is provided to support the employee in the performance of their duties.

15.8 The Board agrees to provide the names of all employees who make application for a posted position as well as the name of the successful applicant if requested within ten (10) working days of the appointment by an applicant for such a position.

The Board shall provide an explanation to all Union applicants who have been denied the position if requested by such an applicant.

15.9 In instances where an employee is expected to be absent from duty for a period of time exceeding thirty (30) consecutive working days, their position shall be temporarily filled according to Article 15, subject to the following:

a) Subsequent vacancies under thirty (30) consecutive working days shall be filled by assignment according to Article 21.1.

15.10 Employees who take a temporary vacancy shall return to their former position when the temporary vacancy ends.

ARTICLE 16 – REDUCTION OF STAFF AND RE-HIRING PROCEDURES

16.1 A layoff shall be 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.

16.2 In instances where the Board finds it necessary to reduce staff numbers within a

job classification, the employee in that classification with the least seniority shall be laid off.

16.3 The Union shall be notified by the Employer thirty (30) days prior to the elimination of a CUPE 3730 classification.

The Union shall be notified by the Employer to positions filled by a lower classification.

In the event that the Employer determines a vacancy will not be filled, the Union shall be notified with the rationale for not filling the vacancy within thirty (30) days of the vacancy.

16.4 Employees who lose their position either directly or indirectly through a reduction in staff shall either:

a) displace the least senior employee in his/her own classification, or

b) displace the least senior employee in another classification provided they have the necessary qualifications, ability and seniority.

The position selected, in either case, must be of equal or lesser number of working hours than the previously held position.

16.5 An employee who accepts a position in a lower paid classification shall be placed at the pay step held in the previous position.

16.6 Employees on layoff for a period of up to eighteen (18) months shall maintain, but not accrue, seniority.

16.7 In the event of a staff increase, no new employees shall be hired until the new position(s) have been offered to employees who are on layoffs and who are maintaining seniority and who have the qualifications and ability to fill the available position(s).

16.8 In order for employees to benefit by the provisions of Article 16.6, they must ensure the Secretary of the Board has knowledge of their current address.

16.9 All employees laid off in June shall be given an approximate recall date at the same time notice of layoff is issued.

ARTICLE 17 – NOTICE OF LAYOFF

17.1 In the event of a layoff employees shall receive the following notice:

a) At three (3) months and less than one (1) year of employment, any employee who is laid off or dismissed, except for just cause, shall be entitled to one (1) weeks' written notice.

b) After one (1) year, but less than three (3) years - two (2) weeks' written notice.

c) After three (3) years, but less than five (5) years - four (4) weeks' written notice.

d) After five (5) years, but less than ten (10) years - six (6) weeks' written notice.

e) After ten (10) years or more - eight (8) weeks' written notice.

ARTICLE 18 – DISMISSAL, SUSPENSION OR DISCIPLINE

18.1 The Board and the Union endorse the concept of progressive discipline and agree there shall be no discipline without just cause. Progressive discipline may take the form of verbal reprimand, written reprimand, suspension and dismissal. The severity of the incident ultimately dictates disciplinary response. Should an employee desire to provide a written response to any formal discipline, said communication shall form part of the personnel file.

The Board and the Union support effective communication of any performance/conduct concerns with the desired end of supporting improvement and encourage appropriate documentation of such communications.

18.2 An employee who has completed the probationary period shall be dismissed or suspended only for just cause upon the authority of the Board. Such employee and the Union shall be advised promptly, in writing, by the Board of the reason for the dismissal or suspension. Such employee shall have recourse to the Grievance Procedure.

18.3 The Board agrees that, in the event of the Union desiring to investigate the grounds for any dismissal or suspension of an employee, it will do everything that it reasonably can do to provide the Union with the grounds of the dismissal or suspension.

18.4 An employee who has been unjustly dismissed or suspended shall be immediately reinstated to their former position. The employee shall be compensated for all time lost in an amount equal to their normal earnings during the period of such dismissal or suspension, or by any other arrangement as to compensation 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.

18.5 a) The Board shall notify an employee, in advance, and hand deliver any letter of dissatisfaction it wishes to express concerning the employee within ten (10) working days of having verbally expressed such dissatisfaction. The letter shall become part of the employee's personnel record. Employees wishing to respond to the letter of dissatisfaction may do so by hand delivering or having a Union representative hand deliver a written response to the designated Superintendent within ten (10) working days of receiving the letter of dissatisfaction. The employee's response shall become part of the employee's personnel record.

b) An employee shall be notified they have the right to have a Union representative present at a meeting for the dismissal, suspension or discipline including the meeting to issue a letter of dissatisfaction. The Union shall be notified that a letter of dissatisfaction is being given to an employee and the Union shall receive a copy of the letter of dissatisfaction the same day the employee receives the letter.

18.6 Such reports outlined above shall not be used against an employee after a period of thirteen (13) months from the date of the letter(s) of dissatisfaction.

18.7 An employee's reports involving serious, non-performance issues such as inappropriate behaviour with students, harassment or theft may be used against an employee for a period of up to twenty-four (24) months from the date of the letter(s) of dissatisfaction, provided there have been no similar incidents within the period of time.

18.8 It is agreed that any written record regarding formative supervision/coaching will be removed from the employee's file after twelve (12) months.

ARTICLE 19 – ACCESS TO PERSONNEL FILE

19.1 Employees shall have access to their personnel file. Requests to view their file shall be directed to the Superintendent of Human Resources or designate. The file must be examined in the presence of the Superintendent or designate. Material in the file may not be removed from the Board Office and may not be amended or deleted without the approval of the Superintendent or designate. The Superintendent or designate shall, at the request of the employee, provide a copy of any or all records to which the employee has been granted access.

ARTICLE 20 – TRANSFER OF EMPLOYEES

20.1 The Board shall have the right to transfer employees within a job classification as conditions or circumstances may warrant, in consultation with the Union. At least ten (10) working days' notice shall be given to the employee prior to the transfer.

Transfers shall be restricted to the same city the employee is presently employed unless mutually agreed to by the employee, the Union and the Board.

20.2 It is understood:

a) there shall be no loss of salary to the employee unless mutually agreed to by the Board and the Union;

b) there shall be no change in the number of hours worked unless mutually agreed to by the Board and the Union;

c) at least five (5) working days' notice shall be given to the employee prior to the transfer, with a copy to the Union.

d) transfers shall be restricted to the same city that the employee is presently employed unless mutually agreed to by the employee, the Union and the Board.

20.3 Section 20.2 (c) may be waived by mutual agreement between the Board, the Union and an employee.

20.4 An employee may be transferred to a vacancy by mutual agreement of the Board and the Union.

ARTICLE 21 – CASUAL WORKERS AND TEMPORARY EMPLOYEES

21.1 Casual employees shall be defined as employees assigned to complete special projects or fill a vacancy created by an employee on an approved leave of absence for periods of less than thirty (30) consecutive working days. It is not the intent of the casual caretaker position to eliminate Building Services Helper or Caretaker positions. No Building Services Helpers employed as of the date of signing shall be laid off as a result of the utilization of casual caretakers.

a) **C**asual caretakers shall be paid as per Schedule A.

b) **C**asual caretakers who have accumulated 2080 hours, shall be paid at the Casual Caretaker rate, Step 2, Schedule A.

21.2 Temporary employees shall be defined as employees holding a position for a maximum of one year.

21.3 Temporary positions are non-permanent positions used to perform the following work:

a) relief of permanent employees who are absent from their regular duties

due to vacation, extended illness, and other approved leaves of absence;

b) project work with fixed commencement and completion dates;

c) continuous work which is for a maximum of one (1) year.

ARTICLE 22 – LEAVE ADJUDICATION

22.1 Leave adjudication in Greater Saskatoon Catholic Schools shall be in accordance with the Division Leave Guidelines which can be accessed on the School Division website and in accordance with the provisions of Policy GFA.

22.2 The Labour Relations Committee shall be provided with the opportunity to provide input and suggestions for any proposed changes to Division Leave Guidelines and/or Leave Policy prior to implementation.

22.3 The Board and CUPE Local 3730 agree and support the provisions of the Employment Insurance Compassionate Care Benefit provision. For information on the benefit, employees may contact Human Resource Development Canada at 1-800-206-7218 or www.hrdc.gc.ca.

ARTICLE 23 – TIME OFF FOR MEETINGS

23.1 An employee authorized as a representative of the Union shall suffer no loss in salary or benefits for time absent from duties for the purposes of:

a) participating in collective bargaining with the Board;

b) participating in grievance, conciliation, or arbitration proceedings on matters arising from this Agreement; or

c) participating in meetings of the Labour Relations Committee or sub-committees thereof.

23.2 The number of employee representatives participating in meetings for the purpose of collective bargaining shall not exceed five (5).

23.3 Employees who participate in meetings for the purpose of grievance, conciliation, or arbitration proceedings shall suffer no loss in salary for time absent from duty if their absence is approved, in advance, by the Superintendent or designate.

ARTICLE 24 – JURY OR COURT WITNESS DUTY

24.1 The Board shall grant leave of absence to an employee who serves as a juror or witness in any court.

24.2 The Board shall pay such an employee the difference between the employee's normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

ARTICLE 25 – MATERNITY, ADOPTION AND PARENTAL LEAVE

25.1 **a)** Employees who have been in the employ of the Board for a continuous period of **thirteen (13)** weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence, shall be eligible for Maternity Leave without pay. For the purposes of eligibility, layoffs during the School Division's summer break shall not be considered as service or as a break in service. It is agreed and understood that the same Maternity Leave SEB-Plan made available to teachers shall also be made available to employees covered by the terms of this Agreement. (See Appendix I).

b) Maternity leave shall cover a period of up to twenty-six (26) weeks. Upon request, Maternity Leave without pay shall be extended up to an additional fifty-two (52) weeks for a total of seventy-eight (78) weeks or eighteen (18) months.

c) Applications for Maternity Leave must be submitted, in writing, to the Superintendent at least four (4) weeks prior to the commencement date of the leave and must specify the actual commencement and termination dates of such leave. Such application must be accompanied by a certificate from a qualified medical practitioner, certifying the applicant is pregnant. However:

i) The time limits referred to in this article shall be waived if such is recommended by the employee's medical practitioner.

ii) The time limits referred to in this article may be waived by mutual consent of the employee and the Board.

d) At the discretion of the Board, Maternity Leave shall be granted to employees whose pregnancy is terminated for reasons other than the normal birth of the child.

e) Leave shall be available to an employee who adopts a child. The

employee shall notify the Board as soon as possible after the Approval of Adoption. Such leave will be for a period of up to twenty-six (26) weeks. Leave beyond twenty-six (26) weeks will be by mutual agreement of the Board and the employee.

f) Employees who have been in the employ of the Board for a continuous period of **thirteen (13)** weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence, are entitled to up to thirty-four (34) weeks of Parental Leave for employees who were entitled to Maternity Leave or Adoption Leave, or up to thirty-seven (37) weeks of Parental Leave for employees who were not entitled to Maternity Leave or Adoption Leave. For the purpose of eligibility, layoffs during July and August shall not be considered service or as a break in service.

g) Upon the expiration of **Maternity,** Adoption**, and/or Parental** Leave an employee shall be returned to their former position at the current rate of pay with no loss of benefits.

h) An employee to whom Maternity, Adoption or Parental Leave has been granted and who intends to resume employment with the Board after the leave expires shall, at least ten (10) working days prior to the day on which **they** intend to resume employment, notify the Board of intention to do so.

i) Employees on Maternity Leave are entitled to accumulate sick leave and vacation credits only during the time they are in receipt of SEB Plan benefits. For the purpose of seniority and rights of recall, being on Maternity, Adoption and Parental Leave does not constitute a break in service, and seniority and rights of recall continue to accrue while an employee is taking Maternity, Adoption or Parental Leave. Should an employee on Maternity Leave wish to continue participation in the Board's Employee Benefits Plan, the Board shall continue to pay its share of the premiums in accordance with Article 50 - Employee Benefits Plan.

ARTICLE 26 – UNION LEAVE

26.1 An employee who is elected or selected for a full-time position with the Union shall be granted Leave of Absence for a period of up to one (1) calendar year. Upon the request of CUPE Local 3730, such leave shall be renewed or extended by the Board for a period of time not exceeding one (1) additional calendar year. The employee shall receive their 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.

26.2 Except by mutual agreement, no more than one (1) employee from CUPE Local 3730 shall be on Leave of Absence for a full-time Union position.

26.3 Upon written request to the Superintendent of Human Resource Services or Designate, a minimum of ten (10) working days prior to a Union Convention, conference, or workshop, employees appointed or elected by the Union to represent CUPE Local 3730 at Union Conventions or workshops shall be permitted, after receiving authorization from the Superintendent or designate, to attend such events. This authorization shall not be arbitrarily withheld.

The Union shall reimburse the Board for all wages and benefits paid to the employee by the Board during such leave. No more than five (5) members may be away at any one time unless otherwise agreed to by the parties to this Agreement.

26.4 Upon request, in writing, to the designated Superintendent or designate, the President of CUPE Local 3730 shall be granted up to one (1) day leave of absence each month with no loss of pay or benefit at no cost to the Board. The Union shall reimburse the Board for all wages and benefits paid to the employee by the Board during such leave.

ARTICLE 27 – PROFESSIONAL DEVELOPMENT LEAVE

27.1 Leave of Absence from duties for a period of time up to one (1) calendar year may be granted by the Superintendent of Human Resource Services to employees for the purpose of educational upgrading in a field of study related to the work done for the Board.

27.2 The conditions surrounding such leave shall be as follows:

a) The leave may be either with or without pay.

b) Registration and other related costs may be paid by the Board.

c) For leaves of two (2) weeks or less - the employee shall continue to accrue the benefits of this Agreement. Upon return, the employee shall be placed in their former position.

d) For leaves of more than two (2) weeks - no such leave may be granted unless the Superintendent and the employee mutually agree, in advance of the leave, to the conditions surrounding the employee's job placement and employment commitment to the Board at the expiration of the leave. In terms of seniority, the leave shall not be considered as a break in service. Upon return to duty, all other rights and benefits provided by this Agreement shall be at their former level. Applications for leave are to be

submitted to the Superintendent at least one (1) month in advance of the commencement date of the proposed leave.

27.3 An employee may request the Board pay the registration fee and other related costs in regard to their enrolment in a specific job related course or training seminar. Applications must be made before the commencement date of the course or seminar. Approved reimbursement will be paid upon the employee successfully completing the course or seminar.

27.4 When the Board requires an employee to enrol in a specific course, the Board will pay the registration fee and other approved costs, and the employee shall suffer no loss of pay or benefits if during the employee's normal work schedule. If the course is outside of these hours, time in lieu will apply.

ARTICLE 28 – EXTENDED LEAVE

28.1 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 Superintendent of Human Resources Services or designate.

28.2 Upon return from an extended leave, employees are guaranteed employment in the same or a comparable position to that held at the time the leave began, the same accrued benefits, and the same salary increment level at current rates of pay. Notice of intention to return to work from an extended leave must be provided at least ten (10) working days prior to the actual date of return to work.

ARTICLE 29 – LAY MINISTRY LEAVE

29.1 Employees who wish to perform duties as a lay minister during working hours may request leave with pay. Such leave may be granted provided the Board incurs no replacement costs.

29.2 By mutual agreement with their immediate supervisor, employees may be allowed to adjust their schedule to accommodate a lay ministry leave.

ARTICLE 30 – SICK LEAVE

30.1 Sick leave means the period an employee is absent from work with full pay by virtue of being sick or disabled.

30.2 An employee may be required to provide a certificate from a medical practitioner to the Superintendent of Human Resources for any illness in excess of **five (5)** consecutive **working** days, certifying the employee was unable to carry out their

duties due to illness before allowing sick pay. When management requests the Board approved medical certificate be completed, the employee shall be reimbursed for the cost of the certificate up to a maximum of fifty dollars ($50.00). Following the receipt of the completed medical certificate, management may, at its discretion, request a second medical opinion by a practitioner of their choice at the expense of the Board.

30.3 From the first day of the month following the date of hire, full-time employees occupying twelve (12) month positions shall earn two (2) days sick leave per month, with the unused portion to accumulate up to a maximum of one hundred eighty (180) working days. Full-time employees occupying ten (10) month positions shall earn two (2) days sick leave per month for the months of September to June inclusive, with the unused portion to accumulate up to a maximum of one hundred eighty (180) working days. Employees on a part-time basis shall have such credit pro-rated with a maximum accumulation of one hundred eighty (180) pro-rated days.

30.4 New employees shall not be eligible for sick leave for the first thirty (30) days from their date of hire. After thirty (30) days they shall be credited with two (2) days of sick leave per month in accordance with Article 30.3.

30.5 Absences due to illness shall first be charged against the current year's accumulation. Absence in excess of the current year's accumulation shall be charged to the employee's sick leave credit standing at the start of the year.

30.6 An employee on Workers' Compensation or sick leave, shall not continue to accumulate sick leave credits beyond a period of absence of twelve (12) months.

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

30.8 Every employee who is absent on account of illness or who must leave the work place due to illness shall notify their immediate Supervisor as soon as is reasonably possible.

30.9 Wages for time lost due to compulsory quarantine shall be paid to employees when certified by a medical officer, and shall not be charged to sick leave.

30.10 Upon return from sick leave without pay or long-term disability, employees are guaranteed, for a period of twelve (12) months, employment in the same position to that held at the time the leave or long-term disability began, the same accrued benefits, and the same salary increment level at current rates of pay. Thereafter, an employee may return to their former position, or to a comparable position at the same accrued benefits and the same salary increment level at current rates of pay.

Notice of intention to return to work from sick leave without pay or long-term disability must be provided by the employee where reasonably possible at least five (5) working days prior to return to work. The Board may require, at Board expense if applicable, a written clearance from a physician indicating the employee is able to return to work.

30.11 It is expected employees shall, where possible, book medical, dental, or other appointments outside their regularly scheduled hours of work.

30.12 The Duty to Accommodate within the workplace is a shared responsibility between the Employer, the Union, and the employee. The Employer and the Union agree to make every reasonable effort, short of undue hardship, to provide suitable modified employment to employees who are temporarily or permanently unable to return to the regular duties of their position because of a medically documented restriction resulting from illness.

ARTICLE 31 – INTERPERSONAL VIOLENCE PROVISIONS

31.1 When an employee faces situations of violence or abuse in their personal life, the Union and Board recognize that the employee may require support. Employees are eligible to access interpersonal violence leave as per division leave guidelines.

ARTICLE 32 – WORKERS' COMPENSATION DIFFERENTIAL

32.1 Employees receiving benefits from the Workers' Compensation Board for total loss of earning capacity as a result of carrying out their duties for the School Board, shall be paid by the Board an amount equivalent to the difference between their regular salary and the amount received from the Workers' Compensation Board. Such differential shall only be payable for a period not exceeding twelve (12) months.

ARTICLE 33 – RECOGNITION OF SERVICE PAYMENTS

33.1 The date on which an employee is hired to a permanent/continuing position shall be designated as the "anniversary date" for the purpose of this Article.

33.2 An employee on a leave of absence for personal reasons will not receive credit for that leave when calculating a Recognition of Service Payment. Time away for all other types of approved leaves will be credited for up to the first year of the approved leave. All Recognition of Service payments will be calculated at the employee's regular rate of pay in effect for the employee's permanent position on the employee's last day of employment.

33.3 Payments shall be paid to an employee within thirty (30) days after the termination of employment for any reason.

33.4 The payment due an employee who dies while in the employ of the Board shall be paid to their estate or beneficiary.

33.5 Recognition of Service Payments shall be made on the following basis:

a) After five (5) years of service
- one (1) week of wages at the regular rate of pay.

b) After ten (10) years of service
- four (4) weeks wages at the regular rate of pay.

c) After fifteen (15) years of service
- five (5) weeks wages at the regular rate of pay.

d) After twenty (20) years of service
- six (6) weeks wages at the regular rate of pay.

e) After twenty-five (25) years of service
- eight (8) weeks wages at the regular rate of pay.

ARTICLE 34 – CLASSIFICATION OF PERSONNEL AND RATES OF PAY

34.1 The classification of employees to whom this Agreement applies and the wages and salaries of each classification shall be in accordance with the rates set out in Schedule "A" attached, or such other schedule as may from time to time be in force between the parties.

ARTICLE 35 – DAYS OF EMPLOYMENT

35.1 The days of employment and hours of work for Service Staff shall be as noted:

	Days of Employment	Hours of Work per Day
Full Time (12 month)	All	8.0

35.2 All full-time employees shall work forty (40) hours per week during a five (5) consecutive day week.

35.3 With the exception of the classification of rental commissionaire, no employee shall be required to work on Saturdays or Sundays.

35.4 Full time staff shall be granted fifteen (15) minute rest periods both preceding and following their lunch period.

35.5 The Superintendent of Human Resource Services or designate, shall adjust the working hours of employees to provide for less late afternoon or evening work during the Spring, Summer, or Christmas Vacation periods.

35.6 During the summer break, usual working hours are seven and three-quarters (7 3/4) hours per day on each working day without a reduction in earnings.

The hours indicated may be altered where there is agreement among the school principal, the employee, and the Superintendent of Human Resource Services or designate.

35.7 Usual working hours shall be as noted. The hours indicated may be altered where there is agreement among the school principal, the employee, and the Superintendent of Human Resource Services or designate.

Service Centre Employees – 7:30 a.m. to 4:00 p.m. with a one-half (1/2) hour lunch period.

Head Caretakers (Elementary School) – 7:00 a.m. to 11:30 a.m. and 1:30 p.m. to 5:00 p.m.

Building Operators – 7:30 a.m. to 4:00 p.m. with a one-half (1/2) hour lunch period.

Head Caretakers (High School) and Caretakers (8 hrs) – 3:15 p.m. to 11:15 p.m. which would include a twenty (20) minute lunch break on the premises except in the event of a rental beyond 11:00 p.m. at least one (1) head caretaker/caretaker shall be on duty between the hours of 3:45 p.m. and 11:45 p.m. with a twenty (20) minute lunch break on the premises. Eight (8) hour shifts starting at 1:00 p.m. or later shall include a twenty (20) minute lunch break on the premises within the eight (8) hour shift.

Building Services Helpers – work eight (8) hours per day as assigned by Management.

High School Daytime Caretakers – work 7:30 a.m. to 4:00 p.m. with a one-half (1/2) hour lunch break.

Employees with six (6) hour or greater shifts starting at 1:00 p.m. or later shall include a twenty (20) minute lunch break on the premises within the shift. Employees with six (6) hour or greater shifts starting at 1:00 p.m. or later may combine the two (2) rest periods and the lunch break so that two (2) breaks of twenty-five (25) minutes each may be taken during a shift provided there is mutual agreement between the employee and the immediate supervisor. Breaks cannot be taken at the beginning or at the end of the shift.

ARTICLE 36 – PAY UPON CHANGE OF CLASSIFICATION

36.1 An employee who receives a position at a higher job classification shall receive an increase in salary. Placement on the salary grid shall be at the increment level which provides for a salary higher than the employee's previous salary. When the hourly salary increase is less than $0.25 (twenty-five cents) the employee shall be placed on the salary grid at the next highest increment.

36.2 The increment date for employees who receive a promotion will be the commencement date in the new position.

36.3 An employee who applies for and receives a position at a lower job classification shall be placed on the salary grid based on their years of service.

ARTICLE 37 – PERFORMING DUTIES OF A DIFFERENT PAID CLASSIFICATION

37.1 When an employee is required by the Board to temporarily perform the duties of a lower paid job classification, the employee shall not suffer any reduction in earnings.

37.2 Employees who agree to be assigned to temporarily perform the duties of a higher paid job classification for **two (2)** full working days or more shall receive an increase in salary from the first day of being assigned to the higher pay classification. Placement on the salary grid shall be at the increment level which provides for a salary closest to the employee's previous salary. When the hourly salary increase is less than $0.25 (twenty-five cents) the employee shall be placed on the salary grid at the next highest increment. Upon returning to their former position the employee's salary shall revert to its previous level.

The above clause does not apply to persons employed in Building Services Helper and Labourer classifications.

ARTICLE 38 – PUBLIC HOLIDAYS WITH PAY

38.1 Public Holidays shall include the following:

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

and all other holidays proclaimed by the Federal, Provincial or civic authorities.

38.2 Where a public holiday falls on an employee's day off or during an employee's annual vacation period, another day off with pay shall be granted in lieu of the holiday. Such a day is to run continuously with the employee's regular days off or immediately preceding or following the annual vacation period and shall be treated as the Public Holiday for the purpose of this Agreement.

38.3 It is understood and agreed that an employee and the Superintendent may mutually agree to waive the provisions of Article 37.2 in favour of an alternate day.

38.4 Public Holidays for ten (10) month employees shall include those Public Holidays falling between August 15th and June 30th of the following year.

ARTICLE 39 – VACATION

39.1 Employees shall be entitled to annual vacation with pay as follows:

a) Dates of an employee's annual vacation period must be approved by the immediate Supervisor and the Superintendent.

b) It is desirable that the majority of vacation time be scheduled during the summer break in each year. However, with approval of the immediate Supervisor and appropriate Superintendent, an employee may take vacation at another time.

c) The anniversary date for computing vacation time shall be the employee's date of hire.

d) Effective September 1, 2019, vacation days shall be earned as follows:

i) During the 1st and subsequent years of employment, including the 6th year – fifteen (15) days vacation.

ii) During the 7th and subsequent years of employment, including the 14th year – twenty (20) days vacation.

iii) During the 15th and subsequent years of employment, including the 22nd year – twenty-five (25) days vacation.

iv) During the 23rd and subsequent years of employment – thirty (30) days vacation.

Employees will receive vacation pay on the basis of 3/52nd's, 4/ 52nd's, 5/52nd's or 6/52nd's of their gross earnings in a calendar year.

39.2 Years of service for the purpose of determining vacation entitlement shall be

calculated from date of hire and shall not be pro-rated.

39.3 An employee leaving the service of the Board at any time prior to their vacation shall be entitled to vacation pay as set forth in this Agreement.

39.4 Annual vacation leave shall be changed to sick leave under the following circumstance - where an employee has requested and received approval for their annual vacation and the employee subsequently becomes ill and is absent from work and it is determined, by statement of a duly qualified medical practitioner, the employee will be ill at the commencement of vacation.

When these circumstances exist, that period of annual vacation leave subsequently charged to sick leave shall be taken as annual vacation leave at a time mutually agreed to by the employee and the immediate supervisor.

39.5 If any employee is hospitalized while on vacation, their vacation shall be extended by the number of days deemed necessary for convalescence by an employee's physician to the maximum number of vacation days as previously approved for the vacation providing evidence is given by a statement of a qualified medical practitioner to the appropriate Superintendent.

ARTICLE 40 – OVERTIME

40.1 If the Board requires or permits an employee to work more than eight (8) hours per day or forty (40) hours per week, the employee shall receive pay at the rate of time and one-half (1 ½) for each part of an hour in excess of eight (8) hours per day or forty (40) hours per week for the first two (2) hours and double time thereafter.

40.2 All overtime must be authorized, in advance, by the Superintendent or designate.

40.3 Employees required to work on Public Holidays shall be paid their regular rate of pay plus two (2) times their regular rate of pay. A minimum of three (3) hours' pay shall be payable.

40.4 Overtime rates of pay for Call-Backs shall be double time. A minimum of three (3) hours' pay shall be payable. For the purpose of this Article, a Call-Back shall be defined as follows:

> An instance where an employee is called back to duty after having completed their normal shift of work and after having left the employee's place of employment for the day or where an employee is called to duty on their regular day off, with the assigned duties having to do with matters of an emergency nature relating to the security or protection of school district property or facilities. Examples of such instances would be water or fire

damage and break-ins.

40.5 Subject to Article **40.3** and **40.4**, employees who work more than eight (8) hours per day or forty (40) hours per week due to work on security checks shall receive pay at the rate of time and one-half (1 ½) their regular rate of pay for each part of an hour in excess of the eight (8) hours per day or forty (40) hours per week.

ARTICLE 41 – TRAVEL ALLOWANCE

41.1 Employees assigned by the Superintendent or Assistant Manager of Human Resource Services to perform their duties in more than one (1) school or work centre shall receive a travel allowance, which can be claimed monthly. No application shall be made until at least seventy (70) kilometres have been accumulated, nevertheless, all allowances shall be paid at the end of each school year, calendar year, and at the termination of employment.

41.2 Travel Allowances shall be paid according to the Board rates, as per the Public Service Commission rates.

41.3 No payment shall be made for travel between the employee's home and their designated place of employment or the first facility they begin their day at, whichever comes first.

41.4 Employees assigned by their Immediate Supervisor to use their vehicles on an occasional basis in the performance of their duties shall receive a travel allowance.

41.5 Only those employees whose duties require travelling from one work station to another may be required to use their vehicle in the performance of their duties.

ARTICLE 42 – SALARY INCREMENTS

42.1 Annual salary increments for full time employees shall be payable upon the anniversary date of the commencement of employment with the Board. If employment commenced after the first day of a month, the anniversary date shall be one (1) year after the first day of the month following the date of employment.

42.2 Effective the first of the month following ratification, annual salary increments for part-time employees shall be payable upon the anniversary date of the date of hire in the employee's current classification. If employment commenced after the first day of a month, the anniversary date shall be one (1) year after the first day of the month following the date of employment.

ARTICLE 43 – PROTECTIVE CLOTHING

43.1 The Board will provide and maintain, at no charge to employees, protective and safety footwear, uniforms, gloves and other protective clothing subject to the approval of the Immediate Supervisor.

43.2 The Board will provide and maintain coveralls at no charge to employees.

ARTICLE 44 – BANKING OF TIME TO EARN RELEASED DAYS

44.1 All employees shall be permitted to bank working time to earn release days according to the following provisions:

a) By agreement between the Immediate Supervisor and an employee, an employee may work more than their assigned number of hours per day. Such additional time shall not be considered as overtime. Instead, time off with pay on a one-for-one basis shall be granted. Such time off must be taken during the calendar year in which the banking occurred and shall be granted when mutually convenient to the Immediate Supervisor and the employee.

b) Employees may bank up to the equivalent of five (5) days of assigned working time per **school** year.

c) Employees wishing to carry over banked time from one (1) school year to another must make such request prior to August 20th. No carryover shall be permitted without the approval of the Immediate Supervisor.

ARTICLE 45 – PENSION PLAN

45.1 Permanent employees shall, as a condition of employment, participate in the Municipal Employees' Pension Plan on their first day of employment. Non-permanent employees may choose to either participate or not participate prior to completion of seven hundred (700) hours of work in each of two (2) consecutive years. After seven hundred (700) hours, employees must participate.

ARTICLE 46 – RESIGNATIONS AND RETIREMENTS

46.1 Employees wishing to retire shall make every effort to give a minimum of two (2) weeks' notice to the Board. This may be waived by the Board.

46.2 Employees shall provide a minimum statutory notice of two (2) weeks when resigning from the Board. An employee may request to rescind their resignation up to five (5) calendar days following the Board's acceptance of the resignation.

ARTICLE 47 – HARASSMENT

47.1 The principles and values of the School Division include the right of all employees to self-respect and dignity. It is agreed the workplace should be free from all forms of personal harassment.

47.2 Harassment is any objectionable conduct, comment, or display directed at another based on, but not limited to, gender, race or place or origin, physical appearance, age or disability.

47.3 Employees who feel they are victims of harassment shall as a first recourse, use the provisions of Board Policy GBH. If that is not successful, the employees may appeal under the grievance procedure beginning at Step One.

If a grievance is referred to Arbitration in accordance with Article 11, the Arbitrator or Arbitration Board may, in its own deliberations, make a determination whether or not reasonable supervisory practices related to job performance constituted harassment.

ARTICLE 48 – TECHNOLOGICAL CHANGE

48.1 In the event the Board introduces a technological change as defined in Section 41 of the Trade Union Act, 1972; and the change would have an impact on five (5) 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 technological change.
b) The period of said training shall be negotiated between the Board and the Union.

48.2 Employees who are laid off due to the implementation of a technological change as stated in 47.1 shall maintain the protection of Article 15 (Vacancies and New Positions) and Article 16 (Reduction of Staff and Rehiring Procedures) of the Collective Agreement for as long as they hold seniority rights.

48.3 Due to an operational change or technological advance which requires new or greater skills on the part of a permanent employee than already possessed by such an employee, the Board will provide at least three (3) months' notice of such requirements. The Board will also provide an opportunity for training or retraining provided the employee displays sufficient aptitude for the new tasks. Otherwise, the affected employee will be transferred to another position within the School Division. No additional employees shall be hired as a result of the change until employees already on staff are allowed a training period to acquire the necessary

knowledge and/or skills to occupy those positions affected by the technological change or change in operational procedure.

ARTICLE 49 – SCHOOL RENTALS

49.1 As per the letter of understanding, the opportunity to make additional income due to the rental of a school as a rental commissionaire shall be extended first to the school caretaker. Where the caretaker declines, the Superintendent shall arrange to have the building in the same condition as it was before the rental.

49.2 Where caretakers are on duty during a school rental, they shall be responsible for the work associated with the rental.

ARTICLE 50 – OTHER PROVISIONS

50.1 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law, proclamation or regulation now existing or hereafter enacted, shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent part of the Agreement for negotiation.

50.2 Wherever the singular or masculine are used in this Agreement, it shall be considered as if the plural or feminine has been used.

50.3 Pay dates shall be on a semi-monthly basis: the 15th and the last day of each month. If pay dates fall on a weekend or holiday, the pay date shall be the preceding banking day.

50.4 Newly appointed Building Operators, Head Caretakers Level II, Head Caretakers Level III, and Head Caretakers Level IV shall be required to hold at least a valid Fireman's Certificate or higher certification.

50.5 The Board agrees it will do what it reasonably can do to provide caretaking service when a caretaker is off duty due to illness or authorized leave providing the proper notification of absence has been given.

50.6 Professional Fees

a) The actual cost of examination and certification fees related to licensing (i.e., Fireman's Certificate, 5th Class Power Engineer's Certificate, Red Seal Trades, Journeyperson's Certificate, etc.) shall be reimbursed to the employee by the Board upon documented successful completion. A copy of the certificate shall also be retained in the employee's personnel file.

b) The Board may also reimburse employees for all professional/licensing fees that are relevant for their position with the Board.

ARTICLE 51 – EMPLOYEE BENEFITS PLAN

51.1 An eligible employee shall, as a condition of employment, participate in the Board's Employee Benefits Plan. This plan shall include:

- $75,000 Term Life Insurance
- $50,000 Accidental Death and Dismemberment Insurance
- $20,000 Spousal Term Life Insurance
- $10,000 Dependents' Term Life Insurance
- Long Term Disability
- Dental Care

- 100% Extended Health Care Services and Supplies;

- 80% Prescription Drug Co-Insurance, Saskatchewan Formulary, nine-dollar ($9.00) Deductible;

- Vision Care at 100% - Three hundred fifty dollars ($350.00) per person per twenty-four (24) months [including one (1) eye examination].

- **Effective July 1, 2026, paramedical benefit maximum of three hundred dollars ($300.00) for each covered service per employee and eligible dependents.**

- Benefit Plan Enhancement for Doctor Recommended Orthopaedic Footwear and Inserts:

  - One hundred dollars ($100) in addition to one hundred fifty dollars ($150) per calendar year for stock item orthopaedic shoes
  - One hundred fifty dollars ($150) in addition to four hundred dollars ($400) per three (3) calendar years for custom made orthotic foot appliances

- Employees currently in receipt of benefits as of August 31, 2011 will continue to receive the full range of benefit options to which they are entitled as of that date.

- Employees hired after August 31, 2011 and who work thirty (30) hours a week or more shall be entitled to the full range of benefit options available to them.

- Employees hired after August 31, 2011 and who work less than thirty (30) hours a week and more than fifteen (15) hours a week shall be entitled full

individual benefits and dependent drug coverage, but shall not be entitled to family benefits.

- Current employees, who, after August 31, 2011, elect to reduce their hours of work to an amount less than thirty (30) hours per week and more than fifteen (15) hours per week shall be entitled to the same benefit coverage as if they were hired after August 31, 2011 and worked the reduced hours.

51.2 The cost of Life Insurance, Accidental Death and Dismemberment Insurance, Spousal Life Insurance, Dependents' Insurance, and Long Term Disability shall be shared equally between the Board and each employee. The Board shall pay 100% of the cost of the Dental Care benefit and the Extended Health and Vision benefit. Effective on date of signing, the Board shall provide coordinated benefits for those employees whose spouses participate in a Board administered benefit plan or in another benefit plan that permits coordination with the Board's benefit plan.

51.3 If provided for by the Board's current Term Life Insurance Plan, employees, upon retirement and at their own initiative and expense, shall have the option to continue Term Life Insurance.

ARTICLE 52 – JOB SECURITY

52.1 No employee shall be laid off or have their hours of work reduced due to the Board contracting out work or services.

52.2 If there is an amalgamation, annexation or merger of the Board, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence.

ARTICLE 53 – APPRENTICESHIP

Board approved apprenticeships shall be enacted under the terms of the Apprenticeship Act of the Province of Saskatchewan. In general terms, the program will operate as follows:

53.1 Apprenticeship positions shall be established in certain trades according to requirements and within the limits of facilities available for training. Positions will be posted as temporary positions and will be filled in accordance with Article 15 "Vacancies and New Positions". Positions may be filled at different levels of experience within a trade. An employee in an apprenticeship program who wishes to return to their previous position may do so in accordance with Article 28 "Extended Leave".

53.2 An employee filling an apprenticeship position shall be entitled to all rights and benefits in the Agreement for the length of the apprenticeship assignment. Apprentices will be given leave to attend courses required by the Apprenticeship Branch. Such leave will be partially funded by the Board to the maximum amount that does not result in a reduction of Employment Insurance payments to the employee.

53.3 The term of an apprenticeship position will be until the apprentice achieves Journeyperson status or until the apprentice fails twice at the same level of the program. The term may be extended if the failure is due to extenuating circumstances.

53.4 The rate of pay for apprentices shall be in accordance with Schedule "A".

ARTICLE 54 – STANDBY

54.1 Standby assignment shall mean a period during the employee is not on regular duty and must be available to respond to return to duty. The employees utilized for standby shall be assigned such duties on a rotational basis.

a) The employee on standby assignment shall be paid at the rate of **one hundred dollars ($100.00)** per week.

b) The standby payment shall be in addition to any time in-lieu that may be earned when the employee has to attend to a facility when needed.

SCHEDULE "A" – WAGES

September 1, 2025 – August 31, 2026

	1	2	3	4
Rental Commissionaire	18.00			
Casual Caretaker	17.87	18.91		
Level 1 Caretaker	22.19	23.33	24.48	25.60
Level 2 Building Service Helper High School Daytime Caretaker	22.82	23.97	25.13	26.24
Level 3 Labourer	23.42	24.75	26.01	27.29
Level 4 Head Caretaker Level I	24.04	25.41	26.76	28.16
Level 5 Materials Agent	24.65	26.11	27.49	28.99
Level 6 Head Caretaker Level II Elementary School Head Caretaker Level II High School	26.53	27.99	29.42	30.87
Level 7 Head Caretaker III	27.40	28.87	30.29	31.74
Level 8 Skilled Labourer Head Caretaker IV Painter	28.27	29.71	31.16	32.62
Level 9 Building Operator	28.82	30.36	31.81	33.21
Level 10 Journeyperson Painter	31.52	32.97	33.39	34.79
Level 11 Buyer	31.90	33.39	34.79	36.22
Level 12 Journeyperson Carpenter Journeyperson Electrician Journeyperson Head Painter Journeyperson Plumber	36.98	38.52	40.15	41.78
Level 13 Electrical Foreman Maintenance Foreman Mechanical Foreman	39.64	41.05	42.55	43.97

SCHEDULE "A" – WAGES

September 1, 2026 – August 31, 2027

	1	2	3	4
Rental Commissionaire	18.00			
Casual Caretaker	18.40	19.48		
Level 1 Caretaker	22.86	24.03	25.21	26.37
Level 2 Building Service Helper High School Daytime Caretaker	23.50	24.69	25.88	27.03
Level 3 Labourer	24.12	25.49	26.79	28.11
Level 4 Head Caretaker Level I	24.76	26.17	27.56	29.00
Level 5 Materials Agent	25.39	26.89	28.31	29.86
Level 6 Head Caretaker Level II Elementary School Head Caretaker Level II High School	27.33	28.83	30.30	31.80
Level 7 Head Caretaker III	28.22	29.74	31.20	32.69
Level 8 Skilled Labourer Head Caretaker IV Painter	29.12	30.60	32.09	33.60
Level 9 Building Operator	29.68	31.27	32.76	34.21
Level 10 Journeyperson Painter	32.47	33.96	34.39	35.83
Level 11 Buyer	32.86	34.39	35.83	37.31
Level 12 Journeyperson Carpenter Journeyperson Electrician Journeyperson Head Painter Journeyperson Plumber	38.09	39.68	41.35	43.03
Level 13 Electrical Foreman Maintenance Foreman Mechanical Foreman	40.83	42.28	43.83	45.29

SCHEDULE "A" – WAGES

September 1, 2027 – August 31, 2028

	1	2	3	4
Rental Commissionaire	18.00			
Casual Caretaker	18.95	20.06		
Level 1 Caretaker	23.55	24.75	25.97	27.16
Level 2 Building Service Helper High School Daytime Caretaker	24.21	25.43	26.66	27.84
Level 3 Labourer	24.84	26.25	27.59	28.95
Level 4 Head Caretaker Level I	25.50	26.96	28.39	29.87
Level 5 Materials Agent	26.15	27.70	29.16	30.76
Level 6 Head Caretaker Level II Elementary School Head Caretaker Level II High School	28.15	29.69	31.21	32.75
Level 7 Head Caretaker III	29.07	30.63	32.14	33.67
Level 8 Skilled Labourer Head Caretaker IV Painter	29.99	31.52	33.05	34.61
Level 9 Building Operator	30.57	32.21	33.74	35.24
Level 10 Journeyperson Painter	33.44	34.98	35.42	36.90
Level 11 Buyer	33.85	35.42	36.90	38.43
Level 12 Journeyperson Carpenter Journeyperson Electrician Journeyperson Head Painter Journeyperson Plumber	39.23	40.87	42.59	44.32
Level 13 Electrical Foreman Maintenance Foreman Mechanical Foreman	42.05	43.55	45.14	46.65

OTHER CONSIDERATIONS

Shift Premium – Eight (8.0) hours Caretakers and Head Caretakers who work on a shift that commences at 1:00 p.m. or later will be eligible for a shift premium.

Effective May 01, 2019: Seventy cents ($0.70) per hour

Payments will be made on a ten (10) month equalized basis beginning in September and ending in June.

Determination of Annual and Monthly Salaries for Employees Being Paid on an Hourly Basis

Number of days worked in the academic year	+	Number of Public Holidays in the employee's work year	x	Number of hours worked per day	x	Hourly rate	=	Annual rate

Trades Apprentice:

Current staff members entering a Trades Apprenticeship Program shall be paid according to the following formula:

Years 1 and 2
The same salary that would be payable had they remained in the job classification held immediately prior to the appointment to the position of Trades Apprentice.

Year 3
80% of the Schedule A rate payable to the particular trade or the same salary that would be payable had they remained in the job classification held immediately prior to the appointment to the position of Trades Apprentice, whichever is the greater.

Year 4
90% of the Schedule A rate payable to the particular trade or the same salary that would be payable had they remained in the job classification held immediately prior to the appointment to the position of Trades Apprentice, whichever is the greater.

SIGNING PAGE

In witness whereof the Parties hereto have caused these presents to be executed the day and year first above written:

ON BEHALF OF THE:

Board of Education of
St. Paul's Roman Catholic Separate School Division #20, of Saskatchewan:

Signed: _____
Chair, Board of Education

_____
Superintendent, Human Resources

Signed: _____
Chief Financial Officer,
Board of Education

_____
Manager, Human Resources

ON BEHALF OF THE:

Canadian Union of Public Employees and its Local 3730:

Signed: _____
President, CUPE Local 3730

Signed: _____
Vice-President/Chief Steward, CUPE Local 3730

Date: Sept. 18, 2026

APPENDIX I – SUPPLEMENTAL EMPLOYMENT BENEFITS PLAN

7.8.1 Preamble

In recognition that there will be a physical and/or mental health related portion of any maternity leave during which a woman will be medically unfit for duty as an employee for health related reasons due to pregnancy, delivery or post-delivery, benefits for this period will be paid under the provisions of a "Supplemental Employment Benefits Plan" (SEB Plan) designed by boards of education in accordance with the registration requirements of the Benefits Program, Canada Employment and Immigration.

7.8.2 SEB Plan Provisions

7.8.2.1 Eligibility

An employee shall be eligible for SEB Plan benefits if she is:

a) on maternity leave. Notwithstanding this requirement, should the employee be medically unfit for duty as an employee for health related reasons due to pregnancy, delivery or post-delivery at the expiration of her maternity leave, she shall be deemed, for the purposes of this article only, to be on maternity leave until the earliest of her recovery, the expiration of her Employment Insurance benefits and her having received maximum SEB Plan benefits in accordance with this article;

b) medically unfit for duty as an employee for health-related reasons due to pregnancy, delivery or post-delivery; and

c) in receipt of Employment Insurance benefits or serving the one (1) week waiting period.

7.8.2.2 Determination of Eligible Benefit

7.8.2.2.1 Every employee who is eligible for SEB Plan benefits in accordance with 7.8.2.1 shall be entitled to such benefits for a presumptive period of twelve (12) weeks commencing the date of delivery without being required to provide medical evidence.

7.8.2.2.2 Every employee who is eligible for SEB Plan benefits in accordance with 7.8.2.1 and who is medically unfit for duty as an employee for health-related reasons due to pregnancy, delivery or post-delivery prior to and/or following the presumptive period established in 7.8.2.2.1 shall submit

medical evidence to the Board in accordance with 7.8.2.4. The period of claim shall include all periods of time during which the employee meets the criteria of 7.8.2.1.

7.8.2.2.3 The Board of Education reserves the right to require further medical evidence to support a claim for benefits referred to in 7.8.2.2.2. Such evidence shall be from a medical practitioner designated by the Board, with expense of same to be borne by the Board, and the employee shall direct her medical practitioners to release those portions of her medical records which relate to her claim for SEB Plan benefits to the medical practitioner designated by the Board and shall authorize the medical practitioner designated by the Board to report directly to the Board with respect to that employee's condition.

7.8.2.3 Maximum Eligible Period

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

7.8.2.4 Application Procedures

7.8.2.4.1 An employee shall apply to the Board of Education for SEB Plan benefits using forms as established by the parties in accordance with 7.8.2.4.2 and 7.8.2.4.3. The application and its administration by the Board of Education shall occur according to the following guidelines:

7.8.2.4.1.1 a) The employee shall make application for benefits under 7.8.2.2.1 no later than one hundred and twenty (120) days following the birth of her child.

b) The employee shall make application for benefits under 7.8.2.2.2 and shall submit the required medical forms no later than thirty (30) days beyond the last day the employee is medically unfit for duty as an employee for health-related reasons due to pregnancy, delivery or post-delivery.

7.8.2.4.1.2 The Board of Education shall administer the application in a timely fashion and shall commence payment of benefits in accordance with the Collective Agreement. Upon receipt of the application and medical form, if applicable, the claim shall be approved or a second opinion requested within fourteen (14) days. In the event that the Board of Education does not request a second medical opinion as herein set out within fourteen (14) days, the request for extended benefits is deemed approved.

7.8.2.4.1.3 If a request for a second medical is made by a Board of Education, that opinion shall be obtained as a result of a personal interview with a medical practitioner mutually agreed upon by the Board and employee.

7.8.2.4.1.4 Any medical information provided in relation to receipt of benefits shall be held in the strictest confidence.

7.8.2.4.2 The application forms shall be common to all Boards of Education and shall be agreed upon by the parties to the Collective Agreement.

7.8.2.4.3 The medical forms shall be common to all Boards of Education and shall be agreed upon by the parties to the Collective Agreement.

7.8.2.5 Calculation and Payment of Benefits

7.8.2.5.1 For the period of eligibility as determined in 7.8.2.2, the Board of Education shall pay to the employee the amount required on a weekly basis to supplement the employee's Employment Insurance benefit to 95% of her salary entitlement.

7.8.2.5.2 The employee's weekly salary entitlement shall be calculated as follows:

$$\frac{5}{\text{Number of work days in the year}} \times \text{Rate of salary in effect}$$

7.8.2.5.3 Benefits under the provisions of this article shall be payable in respect of the number of work days prescribed by the Collective Agreement.

7.8.2.5.4 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.

APPENDIX II – GENERAL PERSONNEL POLICIES – PERSONAL HARASSMENT
LEGAL REF: OHS Act 2(1)(l) Saskatchewan Human Rights Code

STATEMENT OF POLICY

Employees of Greater Saskatoon Catholic Schools shall conduct themselves in their personal interactions and relationships in a manner that is free from harassment.

RATIONALE

Greater Saskatoon Catholic Schools believes all personal interactions and relationships are to be characterized by mutual respect which acknowledges the dignity and affirms the worth of each person.

AUTHORITY

- The Education Act, Section 85
- The Occupational Health and Safety Act 2 (1) (1)
- Saskatchewan Human Rights Code
- Policy GBG – Employee Health and Safety
- Policy GBK – Employee Safety and Violence Prevention

GUIDELINES

1. There are two main types of harassment.

   The first type is harassment related to the prohibited grounds, which is defined as any inappropriate conduct, comment, display, action or gesture by a person that:

   - is made on the basis of race, creed, religion, color, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; and

   - constitutes a threat to the health or safety of the worker.

   The second type relates to personal harassment, or what is sometimes referred to as "bullying". Personal harassment is defined as any inappropriate conduct that adversely affects a worker's psychological or physical well-being, and that the perpetrator knows or ought reasonably to know would cause a worker to be humiliated or intimidated.

Personal harassment typically involves repeated occurrences. A single incident may also constitute harassment, if it is serious or severe, and is shown to have a lasting harmful effect on a worker.

2. Reasonable supervisory practices shall not be construed to be personal harassment.

3. If an employee reasonably believes that she/he has been personally harassed, appropriate procedures are to be undertaken. For the purpose of these procedures, the person who feels harassed is the complainant and the alleged harasser is the respondent.

4. Because allegations of personal harassment are of a sensitive nature and may have serious consequences on both the complainant and the respondent, it is strongly encouraged:

    4.1 That complainants, respondents and supervisors keep an accurate record of all events, dates and circumstances related to any alleged incident or review;

    4.2 That reviews be conducted so as to respect the confidentiality of all parties but recognizing the principles of fairness and natural justice;

    4.3 That summaries of decisions confirming complaints shall form part of the personnel file of the respondent;

    4.4 That in cases where harassment is found to have occurred, the supervisor may inform the complainant of the services of the Employee and Family Assistance Program;

    4.5 That the initiation of vexations or malicious complaints is of itself a form of personal harassment and is subject to the provisions of this policy;

    4.6 That employees may, as an alternative, initiate grievance procedures as contained within collective agreements;

    4.7 That employees may, at any time throughout a harassment review or investigation, file a complaint with the Saskatchewan Human Rights Commission or Saskatchewan Labour, Occupational Health and Safety Branch; and

    4.8 That each school or workplace staff shall discuss a code of practice intended to establish common understandings as to acceptable standards of conduct so as to prevent or forestall incidents of personal harassment.

5. The Director of Education may designate from time to time persons to whom complaints may be directed.

PROCEDURES

1. Complainants have three (3) recommended courses of action: personal contact, a verbal report, or a written report.

2. Because it is often best if allegations of personal harassment can be resolved closest to the source of the harassment, it is recommended that the complainant first approach the respondent to attempt to resolve the alleged harassment.

3. If the complainant believes personal contact would not satisfactorily resolve the situation, the complainant may report the incident verbally to her/his immediate supervisor or Superintendent of Education.

   The immediate supervisor or Superintendent of Education shall review the complaint and report verbally her/his findings to the complainant and the respondent within two (2) weeks. Such a review shall include an interview with the respondent and may include other interviews as deemed appropriate.

4. Notwithstanding the preceding protocols, the complainant may submit a formal, written complaint to her/his immediate supervisor or Superintendent of Education. In the event the respondent is the immediate supervisor or Superintendent of Education, the written complaint shall be forwarded to the Director of Education or her/his designate.

   Following receipt of the formal, written complaint, the immediate supervisor or Superintendent of Education shall investigate the complaint and provide a written response in an appropriate format to the Director of Education or her/his designate, with a copy within three (3) weeks to the complainant and to the respondent. Such a review shall include an interview with the respondent and may include other interviews and collection of evidence as deemed appropriate.

5. If the alleged harassment is determined to be true, the respondent will be subject to disciplinary procedures as determined by the Director of Education which may include any or a combination of a verbal reprimand, written reprimand, suspension and/or dismissal.

6. The disciplinary procedures shall be communicated to the complainant who shall hold the same in confidence.

7. The complainant and respondent may appeal the disciplinary procedures to the Director of Education within two (2) weeks, such an appeal to be reviewed by the Director of Education and a report to be provided within thirty (30) days to the respondent and to the complainant.

REFERENCES

Statement of Educational Commitment of Greater Saskatoon Catholic Schools:

- To foster good human relationships
- To promote peace through equity, just laws, respect for Canada and global interdependence
- To support staff members as witnesses of their faith to students, each other, and the community
- To support staff members and their families in sadness and joy

FORMS
Written Reports

DATE APPROVED
June 19, 1996

DATE AMENDED
April 2004
December 2009

LETTER OF UNDERSTANDING #1

BETWEEN: THE BOARD OF EDUCATION OF ST. PAUL'S ROMAN CATHOLIC SEPARATE SCHOOL DIVISION #20 OF SASKATCHEWAN

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3730

RE: SCHOOL RENTALS – RENTAL COMMISSIONAIRE

CUPE 3730 acknowledges and accepts that the Board will, from time to time, permit non-profit organizations and similar community based groups to use, for a fee, certain school facilities for the purpose of conducting a meeting, program or activity. For the purpose of this Letter of Understanding, such permitted use is described as a "school rental" or "school rentals".

The Board and CUPE 3730 agree that, in order to accommodate school rentals, it may be necessary for the Board to engage the service of one or more Rental Commissionaires who will be required to perform the following tasks:

- Open the facility for the school rental;
- Remain present at the facility during the school rental;
- Provide and attend to any emergencies which might arise during the school rental;
- Provide security during the time of the school rental;
- Ensure, to the extent reasonably possible, that, at the conclusion of the school rental, the facility is left in the same condition and circumstance as it was before the rental;
- Report to the principal the circumstances of any damage, exceeding normal wear and tear, which may have occurred during the school rental.

The Board and CUPE 3730 agree that the opportunity to work as a Rental Commissionaire during a school rental shall be extended first to CUPE 3730 staff employed at the relevant school.

The Board and CUPE 3730 agree that, where no CUPE 3730 member of the school agrees to provide services required to accommodate the school rental, the Board shall employ a Rental Commissionaire from within the bargaining unit whenever possible and shall take such reasonable steps to ensure that the facility is left in the same condition as it was before the school rental.

The Board and CUPE 3730 agree that, in the event CUPE 3730 members at the school agree to serve as Rental Commissionaires, such members shall be compensated at the rate of $18.00/hour for the duration of the rental.

The Board and CUPE 3730 agree that, where the hours worked by a CUPE 3730 member, as a Rental Commissionaire, increase the total hours worked by that member to more than eight (8) hours per day or forty (40) hours per week, the compensation for the applicable overtime hours shall be paid at time and one-half (1 ½) the Rental Commissionaire rate for each part of an hour in excess of eight (8) hours per day or forty (40) hours per week.

The Board and CUPE 3730 agree that, to the extent this Letter of Understanding may be inconsistent with the provisions of Article 41 of the collective bargaining agreement, the terms and conditions of this Letter of Understanding shall prevail and shall supersede such provisions, but nothing in this Letter of Understanding shall limit the right of CUPE 3730 members to receive compensation, calculated in accordance with Article 41, with respect to hours worked other than as a Rental Commissionaire for a school rental.

ON BEHALF OF THE:

Board of Education of
St. Paul's Roman Catholic Separate School Division #20, of Saskatchewan:

Signed: _____
Chair, Board of Education

Signed: _____
Chief Financial Officer,
Board of Education

_____
Superintendent, Human Resources

_____
Manager, Human Resources

ON BEHALF OF THE:

Canadian Union of Public Employees and its Local 3730:

Signed: _____
President, CUPE Local 3730

Signed: _____
Vice-President/Chief Steward, CUPE Local 3730

Date: Sept. 18, 2026

LETTER OF UNDERSTANDING #2

BETWEEN: THE BOARD OF EDUCATION OF ST. PAUL'S ROMAN CATHOLIC SEPARATE SCHOOL DIVISION #20 OF SASKATCHEWAN

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3730

RE: BUILDING SERVICES HELPERS – VACANCIES AND NEW POSITIONS

The Board and CUPE 3730 agree existing Building Services Helper position vacancies shall be filled in accordance with the provisions of Article 15. As one means of supporting the representative workforce strategy of the partners, new Building Services Helper Positions which increase the Building Services Helper FTE allocation beyond 7.0 FTE are not subject to the provisions of Article 15 and will be posted as open positions available for public competition. Hiring is to support the representative workforce strategy of the partners.

ON BEHALF OF THE:

Board of Education of
St. Paul's Roman Catholic Separate School Division #20, of Saskatchewan:

Signed: _____
Chair, Board of Education

_____
Superintendent, Human Resources

Signed: _____
Chief Financial Officer,
Board of Education

_____
Manager, Human Resources

ON BEHALF OF THE:

Canadian Union of Public Employees and its Local 3730:

Signed: _____
President, CUPE Local 3730

Signed: _____
Vice-President/Chief Steward, CUPE Local 3730

Date: Sept. 18, 2026

LETTER OF UNDERSTANDING #3

BETWEEN: THE BOARD OF EDUCATION OF ST. PAUL'S ROMAN CATHOLIC SEPARATE SCHOOL DIVISION #20 OF SASKATCHEWAN

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3730

RE: RETROACTIVE PAY

The Board and CUPE 3730 agree retroactive pay will be provided to current members of CUPE 3730 employed on September 1, **2025**, those hired between September 1, **2025** and the contract signing date and those who have retired under the provisions of MEPP between September 1, **2025** and the date of signing.

ON BEHALF OF THE:

Board of Education of
St. Paul's Roman Catholic Separate School Division #20, of Saskatchewan:

Signed: _____
Chair, Board of Education

_____
Superintendent, Human Resources

Signed: _____
Chief Financial Officer,
Board of Education

_____
Manager, Human Resources

ON BEHALF OF THE:

Canadian Union of Public Employees and its Local 3730:

Signed: _____
President, CUPE Local 3730

Signed: _____
Vice-President/Chief Steward, CUPE Local 3730

Date: Sept. 18, 2026

LETTER OF UNDERSTANDING #4

BETWEEN: THE BOARD OF EDUCATION OF ST. PAUL'S ROMAN CATHOLIC SEPARATE SCHOOL DIVISION #20 OF SASKATCHEWAN

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3730

RE: DIVERSITY AND INCLUSION INITIATIVES

The Board and CUPE 3730 acknowledge the significance of diversity and inclusion efforts to remove barriers, provide equitable opportunities and ensure the representation and full participation of all. Both parties agree in good faith to work collaboratively to achieve diversity and inclusion goals, honouring the inherent dignity of all current and prospective employees of The Board of Education of St. Paul's Roman Catholic Separate School Division #20, of Saskatchewan.

ON BEHALF OF THE:

Board of Education of
St. Paul's Roman Catholic Separate School Division #20, of Saskatchewan:

Signed: _____
Chair, Board of Education

_____
Superintendent, Human Resources

Signed: _____
Chief Financial Officer,
Board of Education

_____
Manager, Human Resources

ON BEHALF OF THE:

Canadian Union of Public Employees and its Local 3730:

Signed: _____
President, CUPE Local 3730

Signed: _____
Vice-President/Chief Steward, CUPE Local 3730

Date: Sept. 18, 2026

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