

CORNWALL ALTERNATIVE SCHOOL, INC.

**February 1, 2009 -
January 31, 2013**

COLLECTIVE AGREEMENT

SGEU

**ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CORNWALL ALTERNATIVE SCHOOL, INC.
AND THE
SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 5043
February 1, 2009 – January 31, 2013**

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ARTICLES OF AN AGREEMENT made in duplicate this _____ day of _____, A.D. 20 __.

BETWEEN

CORNWALL ALTERNATIVE SCHOOL, INC., herein referred to as “the Employer.

PARTY OF THE FIRST PART;

AND

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES’ UNION, herein referred to as “the Union”.

PARTY OF THE SECOND PART.

ARTICLE 1 PURPOSE

WHEREAS it is the desire of both parties of this Agreement:

- a) To maintain and improve harmonious relations between the employer and the employees.
- b) To promote co-operation and understanding between the employer and the employees.
- c) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages.
- d) To encourage efficiency and safety in operations.
- e) To provide a high quality of service to the students enrolled in the program.
- f) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

ARTICLE 2 INTERPRETATION

In the Agreement, unless the context otherwise requires, the expression:

- 2.1 **Union** means the Saskatchewan Government and General Employees' Union representing the employees of CORNWALL ALTERNATIVE SCHOOL INC.
- 2.2 The **Employer** means the CORNWALL ALTERNATIVE SCHOOL INC.
- 2.3 **Employee** or **Employees** means a person to which the terms of this Agreement apply as indicated in Article 3.
- 2.4 **Principal/Chief Executive Officer** means the Principal/Chief Executive Officer of the CORNWALL ALTERNATIVE SCHOOL INC.
- 2.5 **Pay Plan** means the scale of wages as contained in Appendix 'A' and the rules governing its application as contained in Article 16.
- 2.6 **Plural or Masculine/Feminine Terms May Apply:** Wherever the feminine gender is used in this Agreement, it shall be considered as if the masculine gender has been used and whenever the singular term is used in this Agreement, it shall be considered as if the plural has been used where the context of the intent of the clause so requires or vice versa.
- 2.7 **Permanent** – means an employee who has completed a probationary period on initial appointment.
- 2.8 **Full-time** – means an employee who works full-time hours on a regularly scheduled basis.
- 2.9 **Part-Time** – means an employee who works less than full time either daily, weekly or monthly, but reports for work on a regularly scheduled basis.
- 2.10 **Casual Employee** – means an employee who is called in as required and works on a daily basis.
- 2.11 **Temporary** means a full-time position filled by an employee assigned for a specified period of time of at least one calendar month and not to exceed twelve (12) months. The period of time may be extended by mutual agreement.

- 2.12 **Project Workers** – Short term employees hired for specific project on grant funding.
- 2.13 **Position Classification Plan** means and includes the class of positions, the class specifications and the rules for the continuous administration of the amendments thereto.
- 2.14 **Class** means a group of positions involving duties and responsibilities so alike that the same qualifications may reasonably be required for, and the same schedule of pay can be equitably applied to all positions in the group.
- 2.15 **Board** means the Board of Directors of Cornwall Alternative School Inc.

ARTICLE 3 SCOPE

- 3.1 The terms of this Agreement shall apply to all employees of the employer excluding the following:
- 3.2 The Principal/Chief Executive Officer (CEO).
- Teachers who are represented by the Saskatchewan Teachers Federation.
- Project Workers – Subject to Article 16.1 (a).

ARTICLE 4 UNION SECURITY

- 4.1 **Recognition**
- The employer recognizes the Saskatchewan Government and General Employees' Union as the sole and exclusive Collective Bargaining Agent for all its employees except as excluded in Article 3.2. The employer agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the relationship between the employees and the employer or any differences that may arise between them.

No employee or group of employees shall undertake to represent the Union at meetings with the employer's representative without the proper authorization of the Union. The Union will supply the employer's representative with the name of its officers. The employer's representative shall supply the Union with a list of personnel with whom the Union may be required to transact business.

4.2 No Contracting Out

The employer agrees that all work or services performed by the employer shall not be subtracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non unit employees, except where mutually agreed by the parties.

4.3 Non Discrimination

The employer and the Union agree that there shall be no discrimination by reason of age, race, creed, colour, physical disability, sex, political activity, religious affiliation, martial status or sexual orientation nor by reason of membership or activity in the Union.

4.4 Refusal To Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross a picket line encountered in carrying out an employer's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Any employee not reporting for work as a result of this clause may have those hours deducted in wages.

4.5 Union Membership

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment apply for and maintain membership in the Union as a condition of employment provided that any employee in the appropriate bargaining unit

who is not required to maintain membership in the Union shall as a condition of employment tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

4.6 **Check-Off**

The employer agrees to deduct on behalf of the Union when requested in writing and accompanied by signed authorization cards, all initiation fees, monthly dues, assessment and levies, from and on behalf of all employees who are members of the Union from the employee's pay cheque each month. The employer shall remit such deductions to the Executive Director of Operations of the Union prior to the fifteenth day of the month following the calendar month in which such deduction is made, accompanied by a list of names, classifications and addresses of employees from whose wages the deductions have been made.

4.7 **Monthly Statement**

A monthly statement shall also be forwarded to the Executive Director of Operations of SGEU, showing the names of all new employees covered by this Agreement hired during the month, their date of hire, and the names of all employees who have terminated employment and their date of severance.

4.8 **Income Tax (T-4) Slips**

At the same time that Income Tax (T-4) slips are made available, the employer shall type the amount of union dues paid by each union member on their T-4 slip.

4.9 **New Employees**

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

A representative of the Union shall be given a reasonable period of time during working hours to acquaint new members with the benefits and duties of the union membership and of signing dues deduction authorization cards, etc.

4.10 **Temporary Out-of-Scope Appointment**

A employee who is temporarily filling an out-of-scope position shall continue to have union dues deducted from her pay cheque and shall be entitled to all benefits and rights afforded by this Agreement. No employee shall be appointed to an out-of-scope position without her consent except in cases of when no other alternative is available.

The Bargaining Unit shall have the right at any time to have the assistance of representatives of The Saskatchewan Government and General Employees' Union when dealing or negotiating with the employer. A representative shall have access to the employees, during working hours, in order to investigate and assist in settling any grievances.

4.12 **Bulletin Board**

The employer shall make available to the Union a bulletin board in each workplace so that the employees have access to it, upon which the Union shall have the right to post notices and information which may be of interest to the employees.

4.13 Employees shall be informed in writing of motions, resolutions, bylaws, rules and regulations adopted by the CORNWALL ALTERNATIVE SCHOOL, INC. which relate to the working conditions, staff, or matters covered by this Agreement.

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 **Definition of Grievance**

A grievance shall be defined as any unresolved difference or dispute between the Employer and any employee(s) or the Union pertaining to any of the following:

- a) Any matter relating to the terms of employment, conditions of employment, rates of pay, hours of work, or working conditions of any employee or employees under the provisions of this Agreement.**
- b) Any matter involving the interpretation, application, or alleged violation of any provisions of this Agreement.**

5.2 Stewards

The employer agrees to recognize that the duties of a steward shall be to assist any employee whom the steward represents, in preparing and presenting her grievance in accordance with the Grievance Procedure.

5.3 Names of Stewards

The Union shall notify the employer's representative(s) in writing of the name of each steward.

5.4 Permission to Leave Work

- 1) Any employee who feels that she has been aggrieved or any employee with relevant grievance information shall receive permission from her supervisor to leave temporarily without loss of pay, in order to discuss the complaint with the appropriate Union representative. If it is impossible to leave work immediately due to work requirements other arrangements shall be made on work time, as soon as possible.**
- 2) A steward or elected officer of the Union shall receive permission to leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure. The matter shall be dealt with as promptly as possible while on work time.**
- 3) No employee, steward, or elected Union Representative shall suffer loss of pay by reason of time spent with the Employer to discuss grievances or complaints.**

5.5 Procedure

Every effort shall be made to resolve problems through dialogue at the local level prior to filing a grievance. The employee/steward shall attempt to resolve the dispute through a meeting with the Principal/CEO or her designate.

Both parties shall be required to provide full disclosure at each step of the procedure of all information available regarding the dispute.

At any stage during the Grievance Process the time limits above may be extended by mutual agreement between the parties.

5.5.1 Step 1 – Filing a Grievance

Failing resolution of the dispute, the grievance shall be submitted in writing by the steward or SGEU Agreement Administration Advisor on behalf of the aggrieved to the Principal/CEO or designate within thirty (30) calendar days of failure of resolution at the local level.

The Principal/CEO shall render a written decision to the SGEU Agreement Administration Advisor with a copy to the grievor and steward within fifteen (15) calendar days of receipt of the grievance.

5.5.2 Step 2 – Meeting:

Upon receipt of the Step 1 letter, the SGEU Agreement Administration Advisor within thirty (30) calendar days may request a meeting with the Executive Director or Designate. The meeting shall be scheduled within thirty (30) calendar days of the date of the request. Upon mutual agreement of the parties, additional meetings may be required.

The meeting will include the grievor, steward if available, the SGEU Agreement Administration Advisor and the employer representative(s).

The meeting will:

- attempt to ascertain the facts and negotiate a resolution**
- if possible, agree to a joint statement of facts**
- based on the meeting the SGEU Agreement Administration Advisor and the Principal/CEO or Designate may agree in writing mediate the dispute.**

If settlement is not reached at Step 2, the Principal/CEO shall render the decisions in writing within sixteen (16) calendar days of the meeting.

5.5.3 Step 3 - Mediation

If settlement is not reached at Step 2, the SGEU Agreement Administration Advisor within twenty-eight (28) calendar days may apply for Mediation.

5.5.4 Step 4 – Arbitration

If settlement is not reached at Mediation, the SGEU Agreement Administration Advisor within twenty-eight (28) calendar days may apply for Arbitration.

The grievor(s) and steward shall receive leave with pay to attend grievance meetings with the Employer.

It is agreed that any member(s) of the paid staff of the Union may assist at any step of the grievance procedure.

5.5.5 Special Measures

- 1) Nothing in this Article precludes the parties from modifying the grievance procedure if another administrative step is required and agreed upon between the Employer and the Union.**
- 2) Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance, mediation or arbitration proceedings.**

5.6 Deviation from Grievance Procedure

After a grievance has proceeded to Step 1 by the Union, the Employer's representative shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee.

5.7 Failure to Act Within Time Limits

If the initiator of the grievance fails to follow the time limits without mutual agreement, the grievance shall be deemed to have been withdrawn. Where the recipient of the grievance fails to respond within the prescribed time limits, the grievance shall advance to the next step, unless mutual agreement to extend timelines.

5.8 Technical Objections to Grievances

It is not the intention of the employer or the Union to evade the settlement of grievances on a procedural technicality; however, it is clearly understood that the time limits established herein are for the sake of procedural orderliness and are to be adhered to. Should either party

fail to adhere to the time limits, the onus is on that party to show a justifiable reason why.

5.9 Changes to the Agreement

Any mutually agreed changes to the Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance Procedure.

5.10 Access to Grievance Information from Employer

The employer agrees to provide to the Union or Steward relevant payroll information when requested in writing and accompanied by signed authorization of the employee concerned.

ARTICLE 6 MEDIATION-ARBITRATION

6.1 Mediation

The best resolution to disagreements or disputes is a solution worked out between the parties.

The parties by mutual agreement may engage mediation services to resolve a grievance. The mediator will be agreed to by the Employer and the Union, and the costs associated with the mediation process will be equally shared between the parties.

6.1.1 Selection of a Mediator

The parties will reach agreement on a mutually acceptable mediator as needed. If agreement cannot be obtained between the parties then either party can apply to the Minister of Labour to have a mediator appointed.

6.1.2 Role of the Mediator

The role of the mediator is to assist the parties to achieve a mutually acceptable resolution of the grievance.

6.1.3 Rules Applicable to Grievance Mediation

Any document provided prior to or during the mediation will be returned to the issuing party at the conclusion of the mediation process.

Settlements reached at mediation will not be considered a precedent or normal practice and will not be raised in support of any future grievance.

Anything said or done at mediation will not be used against either the Employer, employee, or the Union at any subsequent arbitration.

At any subsequent arbitration hearing or any hearing on the matter by the Labour Relations Board, the mediator will not be a witness.

No transcripts or records will be kept by the mediator other than the mediation occurred, when, where, the parties to the dispute and whether settlement was achieved.

Parties to the mediation will have the authority to conclude a settlement at mediation.

6.1.4 Grievance Mediation Process

The mediator will provide an introduction or the mediation process, e.g. – concept, ground rules, process and questions.

The process will be determined by the parties to the mediation with respect to the collective agreement, opportunities to comment, and meeting as a group or individually with the mediator.

If a settlement can be reached, the terms of the settlement will be put in writing, and signed by the parties.

If no agreement is possible, the mediator will verbally set out respective positions, and points of difference.

The mediator may shut down the mediation process if it appears resolution is unlikely.

6.2 Arbitration

6.2.1 Selection of an Arbitrator

The parties will reach agreement on a mutually acceptable arbitrator as needed. If agreement cannot be reached

between the parties then either party can apply to the Minister of Labour to have an arbitrator appointed.

6.2.2 Procedure

The arbitrator shall fix a time and place of sittings, after consultation with the parties.

The arbitrator shall determine the procedure, but shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure.

No grievance shall be defeated by any formal or technical objection. The arbitrator shall have the power to allow all pertinent information to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

In the event that an employee is called as a witness in the arbitration hearing, the Employer shall grant leave and expenses which shall be applicable as follows:

- a) If called by the Employer, leave without loss of pay and expenses paid by the Employer.
- b) If called by the Union, leave in accordance with Article 17.14, and expenses paid by the Union.
- c) If called by the arbitrator, the parties shall share equally the costs.

6.2.3 Decision of the Arbitrator

The arbitrator shall render a decision within thirty (30) days of the end of the hearings

The decision shall be final, binding and enforceable on all parties.

The arbitrator shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions. Subject to the foregoing, the arbitrator shall have the power to dispose of the grievance by any arrangement which the arbitrator deems just and equitable.

Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision.

6.2.4 Expenses of the Arbitrator

The fees and expenses of the arbitrator and any other common expenses shall be shared equally by both parties.

ARTICLE 7 DISCIPLINE, SUSPENSION, DISMISSAL

7.1 Any employee may be dismissed or suspended but only for just cause, and only upon the authority of the employer. In the event the employer initiates a disciplinary action against an employee, the following procedure shall be followed.

7.2 Burden of Proof

In cases of disciplinary action against an employee, proof of just cause shall rest with the employer. The record of an employee shall not be used at any time after twelve (12) months following a disciplinary action, unless there is a repeated disciplinary action for the same or similar circumstances.

7.3 Records of Employees

Personnel records of an employee shall be open to her scrutiny upon request and in the presence of the employer. A Union representative, upon request in writing by the employee, shall have access to the file.

7.4 Verbal Reprimand

The Principal/CEO may verbally outline to the employee any reasons for the reprimand, how she should correct her work and what will happen if her misconduct continues. There is no official written report of an oral reprimand. A shop steward shall be present as a witness.

7.5 Letter of Reprimand

The Principal/CEO may reprimand an employee by means of a letter of reprimand to the employee within forty-five (45) calendar days of the event of the complaint. Such letters shall become part of an employee's record, (subject to Article 7.2).

The employee's reply to the specific complaints, accusations, or expressions of dissatisfaction shall also be recorded. Letters of reprimand will be forwarded to the Union unless otherwise specified by the employee. A shop steward shall be present as **an advocate.**

7.6 **Suspension**

The Principal/CEO may reprimand an employee by giving notice of the suspension and the reasons for it in writing. The days of suspension shall be include. Unless otherwise specified by the employee, a copy will be supplied to the Executive Director of Operations of S.G.E.U. A shop steward shall be present as **an advocate.**

7.7 **Dismissal**

Dismissal shall be effected by the Chairperson of the Board or her designate. The employee shall receive written notice of the action which shall include a specific statement of just cause.

The employer shall give thirty (30) calendar days' notice in writing or pay in lieu of such notice.

In cases of gross misconduct the employer may terminate an employee immediately without providing notice.

7.8 An employee considered by the Union to be wrongfully or unjustly disciplined shall be entitled to a hearing under the Grievance Procedure (Article 5

7.9 **Reinstatement of Rights**

An employee who has been unjustly suspended, or dismissed, shall under this Article, upon reinstatement, receive all rights and benefits retroactive to the date of suspension, or dismissal.

7.10 **Right To Have a Steward**

An employee shall have the right to have her steward at any discussion with **principal/CEO** which the employee believes might be the basis of disciplinary action.

a) Where the Employer intends to meet with an employee for disciplinary purposes, the employee shall be notified in writing, in advance, the purpose of the meeting, and informed of the right to have a Union representative

present at the meeting. The member will be given sufficient time to arrange union representation and if necessary to schedule at a later date.

- b) A steward or union representative shall have the right to consult with an SGEU staff Agreement Administration Advisor and to have her present at any discussion with the principal/CEO.**

ARTICLE 8 SENIORITY

8.1 Definition

The seniority of an employee is defined as the length of service with the employer.

8.2 Seniority of Less than Full-time

Seniority for less than full-time shall be based on the number of paid hours worked.

8.3 Seniority Lists

The employer shall maintain a seniority list of all employees showing the date upon which each employee entered the service of the employer and in the case of less than full-time, the number of hours worked. Such lists shall be sent to the Union in September of each year and shall be accessible to staff for review.

8.4 Loss of Seniority

Seniority shall be broken for the following reasons:

- a) an employee is dismissed and is not reinstated
- b) resignation in writing not withdrawn within six (6) days of its submission
- c) failure to return to work without an acceptable reason to management following the completion of a leave of absence or within fifteen (15) days' notification by the employer to return to work following a lay-off, unless through sickness or other just cause.

ARTICLE 9 APPOINTMENTS AND STAFF CHANGES

9.1 When a new position is created, or when a vacancy of a temporary or permanent nature occurs, inside the bargaining unit, the employer shall immediately notify the Union in writing and post notice of position in the office of the workplace for a minimum of one week.

Job competitions shall allow a minimum of seven (7) days for applications to be submitted. Where the employer and the Union reach an agreement, bulletining may not be required for that particular position.

9.2 Information on Posting

The bulletin shall set out the following information:

- a) name of position;
- b) a brief description;
- c) qualifications required;
- d) salary;
- e) hours of work;
- f) deadline date for application and other pertinent information.

9.3 Notification of Applicants

- a) The Employer shall notify the Union of the applicants for the job and of the seniority of the applicants.
- b) The Union shall have the right to have an observer present during all aspects of in-house competition.
- c) There shall be no outside advertising until it is determined that there are no in-house qualified applicants.

9.4 Notification of Successful Competition

Following the closing date for the receipt of applications, the Employer shall notify the Union and any applicants within the Bargaining Unit of the appointment of the successful applicant. The employer shall provide a full written explanation and notification of any shortcomings in their qualifications to all senior applicants who have been denied promotion or transfer.

9.5 **Promotions or Appointments to Permanent Staff**

Providing qualifications are sufficient to perform the required duties, the applicant with the most seniority in the bargaining unit shall be appointed to the position within thirty (30) days after the closing date of the bulletin. Qualifications shall include experience, education and ability.

Should there be no employee qualified for the position and the Board wishes to fill the position with an outside applicant, a hiring committee shall be established. The voting members of the hiring committee shall consist of the Principal/CEO, representation from the Employer and the Union. The applicant shall be mutually agreed upon by both parties of this Agreement.

9.6 **Hiring of Principal/CEO**

A working committee shall be established that includes one representative from the Agency's unionized staff, selected by staff, to interview candidates for the position and recommend a selection to the Board, for the hiring of the Principal/CEO.

9.7 **Probationary Periods**

All employees hired by the employer, upon initial appointment or when promoting or changing classification, shall serve a probationary period of 10 working months from the date of hire.

Performance evaluations may be completed on employees who are on probation. Such ratings shall be completed in writing at the third, sixth and ninth month of the probationary period.

Should an employee's performance fail to meet the requirements of the new positions, or if the employee so chooses, she shall be returned to her former position with no loss of seniority.

9.8 **Completion of Probationary Periods**

At the successful completion of the probation the employee shall be so informed in writing.

ARTICLE 10 JOB SECURITY

10.1 Present Conditions and Benefits

All rights, benefits and working conditions which employees enjoyed, received or possessed at time of certification, shall continue to be enjoyed and possessed insofar as they are not inconsistent with this Agreement, but may be modified by mutual agreement between the employer and the Union.

10.2 Employer Amalgamation

In the event the employer merges or amalgamates with any other body, the employer shall where it is within the employer's control, ensure that:

- a) employees shall be credited with all seniority rights with the new employer.
- b) all service credits relating to vacation with pay, sick leave credits and all other benefits shall be recognized by the new employer.
- c) conditions of employment and wage rates for the new employee shall be equal to the best provisions in effect with either employer.
- d) no employee shall suffer a loss of employment, **wages and benefits** as a result of merger.
- e) preference in location of employment arising from the merger shall be determined on the basis of seniority.

ARTICLE 11 LAYOFFS AND RECALLS

11.1 Definition of Lay-off

A lay-off shall be defined as reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

11.2 Role of Seniority in Lay-offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in reverse order of their bargaining-wide seniority. An employee about to be laid-off may bump any employee with less seniority providing the employee exercising the right is qualified to perform the work of the less senior employee.

11.3

Recall Procedure

- a) employees shall be recalled in the order of seniority.
- b) employees who have been laid off shall have the right to refuse work that would constitute a demotion or temporary employment without loss of seniority.
- c) employees who choose to take employment offered to them which would constitute demotion or temporary employment shall not lose their right to re-employment to positions equivalent to those from which they were laid off.
- d) employees shall be given thirty (30) days' notice of recall in written form.

11.4

No new Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

11.5

Advance Notice of Lay-off

The employer shall notify employees who are to be laid off thirty (30) working days prior to the effective date of lay-off. A copy of the notice of lay-off shall be sent to the Executive Director of Operations of the Union. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available, excepting where funding cuts necessitate immediate lay-off. Total discontinuation of funding from one or both funders will result in immediate lay-off, subject to *Labour Standards Act*, provisions.

11.6

Severance Package

In the event of dissolution of the Corporation, after dispersal of assets and payment of outstanding debts. all permanent staff will receive a severance package consisting of one months salary, or an equal portion thereof, for each year of service based on the Corporations ability to pay.

ARTICLE 12 HOURS OF WORK AND OVERTIME

12.1 Hours of Work

- a) The core hours of work shall be 9:00 a.m. to 3:00 p.m., Monday to Friday with a daily unpaid lunch break from 11:40 a.m. to 12:10 p.m. Lunch hour supervision shall be required of each employee on a rotation basis to be determined by staff and the Principal/CEO. An additional daily one hour of flex time is to be scheduled by mutual agreement between the employed and the Principal/CEO.
- b) Additional hours of work may be required to fulfill job obligations (ie.: lesson preparation, crisis counseling) and shall be monitored by the employees.

12.2 Overtime

- a) Assignment of overtime shall be determined by staff and approved by the Principal/CEO and shall be voluntary.
- b) Activities that require employees to work with students on a rest day or overnight shall be compensated by receiving one day in lieu.

12.3 Maintenance Fireman

- i) **The regular hours of work for the maintenance fireman will not exceed 80 hours in a four week period.**
- ii) **The employee shall manage the four week period in such a manner as to eliminate or minimize any overtime; therefore, the employee will be expected to reduce the number of hours in a week where possible to ensure the averaging period is not greater than 80 hours.**
- iii) **The employee shall inform the Principal/Chief Executive Officer should she reach the maximum 80 hours prior to the end of the averaging period. The Principal/Chief Executive Officer will approve time in lieu for the remainder of the averaging period.**
- iv) **At the end of the averaging period, hours worked in excess of the 80 hours in the four week averaging period shall be taken as time in lieu in the following four week averaging period unless otherwise agreed to by the employee and employer.**
- v) **The Maintenance Fireman shall have vacation with pay calculated at a rate of 7.5 days per year until five years of service have been attained. In the 5th (fifth) year, the**

Maintenance Fireman shall be entitled to 10 (ten) days vacation with pay until 10 (ten) years of service have been attained. In the 10th (tenth) year she shall be entitled to 13 (thirteen) days of vacation with pay. Designated holidays will be scheduled between July 1 and August 20.

12.4 Lunch Co-ordinator

- i) The hours of work shall be from 8:30 a.m. to 12:30 p.m., Monday through Friday.**
- ii) The employee shall manage her time in such a manner as to eliminate or minimize any overtime; therefore, the employee shall be expected to reduce the number of hours in a day or days in a month where possible to ensure the averaging period is not greater than 80 (eighty) hours per month.**
- iii) At the end of the averaging period, hours worked in excess of the 20 (twenty) hours in a one week averaging period shall be taken as time in lieu on a non-student school day.**
- iv) The Lunch Co-ordinator's designated holidays shall be all school holidays, determined by the Regina Public School Board.**

ARTICLE 13 DESIGNATED HOLIDAYS

13.1 Designated holidays will be all school holidays from the end of August to the end of June inclusive, determined yearly by the Regina Public School Board.

ARTICLE 14 ANNUAL VACATION

- 14.1**
- a) Annual vacation shall be taken in July and August in each year as determined by the Regina Public School Board.**
 - b) Summer supervision of the facility shall be required of each staff during July or August on an equally distributed basis, as mutually agreed upon by staff and the Principal/CEO. Employees are entitled to there vacation uninterrupted once it has been mutually agreed upon and scheduled.**

Summer supervision of the facility shall include:

- 1) picking up and referral of messages and mail
- 2) visual security check of the building.
- c) For temporary staff working less than 12 months, vacation shall be calculated at a rate of 3/52 per year.

The Maintenance Fireman/Lunch Program Co-ordinator shall have vacation with pay calculated starting at a rate of 3/52 per year, until five (5) years service have been attained. In the fifth year, the Maintenance Fireman/Lunch Program Co-ordinator shall be entitled to twenty (20) days vacation with pay until ten (10) years of service have been attained. In the tenth year, the Maintenance Fireman/Lunch Program Co-ordinator shall be entitled to twenty-five (25) days vacation with pay. The Employer and the employee shall mutually agree upon the scheduling of vacation leave.

14.2 Cancellling of Approved Vacation Leave

Any experience or losses experienced by an employee arising from the Employer cancelling or interrupting vacation periods shall be paid by the Employer.

ARTICLE 15 ABSENCE FROM WORK

15.1 Paid Leave

15.1.1 Sick Leave

Employees shall be credited with two (2) days leave for each month of employment. The maximum accumulation of such days shall be forty (40) days for sick leave purposes.

There shall be no pay out of sick leave accumulation upon separation.

Accumulated sick leave credits may be used for illness, preventive health care.

Non full-time employees shall receive sick leave credits on a prorated basis (based on the hours worked).

15.1.2 Parenting Leave

A maximum of eight (8) days per year from accumulated sick leave credits may be used for parenting requirements.

Such leave shall be non-accumulative.

15.1.3 **Compassionate Leave**

- a) Employees shall be granted leave of absence without loss of pay for a period up to and including five working days to attend to a serious illness and/or death of a spouse, close relatives or close friend.
- b) Employees shall be granted leave of absence without loss of pay for a period of time up to one working day to act in an official capacity in situations not covered by Article 15.1.4.
- c) The Board may grant paid compassionate leave in excess of five days.

15.1.4

- a) An employee may be granted leave with pay for a period of up to and including ten working days per school year in order to attend examination for discovery, pre-trial conferences or trials in the following actions to which an employee is a party:
 - i) matrimonial settlement
 - ii) child custody or access
 - iii) maintenance or support
 - iv) annulment process
 - v) damages for personal injury
- b) Without restricting the reasons for which leaves may be granted an employee may be granted leave with full salary in respect to the following:
 - i) for absence from work for events considered Acts of God
 - ii) to attend important meetings of voluntary community
 - iii) to attend cultural and athletic activities at which employees presence is required
 - iv) to attend university convocations or graduations involving self, spouse, sons, daughters, or parents
 - v) up to two days to attend personal matters

15.1.5 **Jury Duty**

Time spent on a scheduled working day by an employee required to serve as a juror or court witness shall be considered as time worked at the appropriate rate of pay, less any payment received from the courts.

15.1.6 **Union Leave**

The employer agrees that it is the right of all employees to participate in the affairs of the Union. Therefore, providing that adequate program coverage is maintained:

- a) employees will be granted leave of absence to attend conventions and conferences of the SGEU to which they are delegates.
- b) employees will be granted leave of absence to attend union education courses.
- c) employees will receive leave of absence with pay and without loss of benefits.
- d) The Union agrees to reimburse the Employer for all wages and benefits paid by the Employer under this Article.
- e) employees shall continue to accumulate seniority and all benefits while on leave of absence under (a) and (b) above.
- f) an employee who is elected or selected for a full-time position with the Union, Saskatchewan Federation of Labour, or Canadian Labour Congress shall, upon mutual agreement, be granted leave of absence without loss of seniority or benefits for a period of one year. Such leave shall be renewed each year, upon mutual agreement, during his/her term of office. Such employee shall continue to receive his/her salary and benefits from the employer, conditional on reimbursement of such salary and full benefits by the Union as Employer.

15.2 **Unpaid Leave**

15.2.1 **Parenting, Maternity, Paternity, and Adoption Leave**

Leave without pay to a maximum of one year shall be granted to an employee for parenting purposes. Application must be

submitted, where possible, to the Principal/CEO two (2) months in advance of the required leave.

There will be no loss of seniority or benefits while on parenting leave. Upon return from such leave, the employee shall be reinstated in her former position.

(At the request of the employee contributions for pension plan or future benefit packages shall be paid during the leave by the employer and the employee shall reimburse the employer for such funds.)

15.2.2 **Leave for Other Reasons**

Leave without pay to a maximum of one (1) year may be granted to an employee for other than parenting leave. Requests for such leave shall be submitted to the Principal/CEO in writing two (2) months in advance of the required leave, but no later than April 30 of the school year.

To be eligible for such leave, employees must have at least two (2) years of service with the agency and shall be eligible to apply for every four (4) years.

Where more than one employee requests leave of absence, approval for such leave shall be at the Principal/CEO's discretion. Where the Principal/CEO limits the number of employees to be off on leave of absence, the criteria for approval shall be based on seniority and previous leave of absence usage by those employees under this article.

The arrangement and timing of such leave shall be agreed between staff and the Principal/CEO.

Upon return from such leave, the employee shall be reinstated in her previous position or an equivalent position.

15.2.3 **Long Term Union Leave**

The Employer may grant leave without pay for up to one year to an employee who is elected to a full-time office or position with the Union.

15.2.4

Long Term Disability or W.C.B. Leave

- a) Employees who are on Long Term Disability or Workers' Compensation shall be given an unpaid leave of absence until they are fit to return to work.
- b) In the first year of such leave, employees who are fit to return to work and are able to perform the duties required shall be reinstated in their previous position or an equivalent position.
- c) If the leave is greater than one year, employees, shall be placed on the recall list for their position or an equivalent position when they are fit to return to work.
- d) If the leave is greater than one year, an extension of up to six months leave shall be granted if the employer is reasonably assured that the employee will be fit to return to work within that time frame.
- e) If the leave is greater than that provided in Article 15.2.4(b) and 15.2.4(c), the employee shall be placed on the recall list for their position or an equivalent position when they are fit to return to work.
- f) Employees on such leave shall continue to accrue seniority during the term of the leave.
- g) The Employer and the Union agree to find employment when possible, within the bargaining unit for employees able to work, but unable to fully return to their former position.

15.3

Notice for Return From Leave of Absence

Notice of intention to return to work, or request for a change of length of leave of absence must be forwarded to the Principal/CEO thirty (30) days prior to the expiration of the leave. The Principal/CEO is not required to allow an employee to resume her employment until after the expiration of the thirty (3) days' notice.

15.3.1

In those instances where the leave will be expiring during the months of July, August and up to September 15th, the employee shall be required to advise the Principal/CEO by June 1 (prior to the expiry date) of their intent to return to work.

15.4

Job Sharing

It is agreed that employees shall be eligible to share jobs under the following conditions:

- 1) Only permanent positions may be job shared.
- 2) One of the employees sharing a job shall be a permanent, and the position shall be considered as belonging to the permanent employee.
- 3) Renegotiations of the term of job sharing shall be completed by April 30 of each year or thirty (30) days prior to the expiry of the term.
- 4) All job sharing arrangements shall be negotiated and mutually agreed between the parties.

ARTICLE 16 PAY ADMINISTRATION

16.1 Permanent and Temporary Full-Time

Payment of salary shall be monthly at 1/12 or 1/10 of the annual rate on the **28th** of each month. The employee shall elect as to the option of salary payment on September 1st of each year.

a) Project Workers

The following conditions shall apply when hiring Project Workers:

- 1) The parties to this agreement shall negotiate in each instance, rate of pay, hours of work, seniority accumulation, earning of benefits, and union membership.
- 2) Project workers shall not work normally done by the bargaining unit nor shall the hiring of Project Workers displace any existing workers.
- 3) The definition of Project Worker shall be subject to Article 2.12.

16.2 Statement of Earnings

The Employer shall make available on request the payroll records for staff to review their gross amount earned, itemized deductions and net amount payable.

16.3 Travel and Allowances

- a) All employees authorized to use their vehicles in the performance of their duties shall receive the mileage rate as per the PSC – PS/GE Collective Agreement.

- b) The meal rates shall be as negotiated in the PSC – PS/GE Collective Agreement.
- c) The accommodation rates shall be actual and reasonable charges supported by a receipt.
- d) The above rates shall be adjusted in accordance with any negotiated rates between the SGEU and the Public Service Commission.

16.4 **Temporary Performance of Higher Duties**

An employee who is assigned higher duties shall be paid accordingly to the promotional formula: of a minimum increase of 8% of gross salary or the next step in the TPHD classification whichever is greater.

16.5 **Tuition Fees**

16.5.1 Tuition fees for employer required classes or education shall be paid by the employer.

16.5.2 An employee may request **funding for additional** educational opportunities of the Board. The board shall not unreasonably deny requests that may contribute to the performance of ones work duties.

- i) **Applications to the Board shall be submitted to the Board prior to the date the educational opportunity is to commence. The Board shall notify the applicants of its decision as soon as possible prior to the date on which the educational is to begin.**
- ii) **The Board shall reimburse the recipient upon successful completion of the educational opportunity.**

16.5.3 **Prior to release of funds, the employee shall commit to an agreed upon return to service commitment up to a maximum of two years for employer funded education or training. Should the employee not fulfill her commitment she shall be responsible to reimburse the employer.**

16.5.4 **Should the employer die or become disabled during the period of the leave or during the return to service neither the employee or her estate be under any obligation to repay any refund.**

ARTICLE 17 JOB DESCRIPTIONS

17.1 Employees shall be given a job description upon commencement of employment with the Regina Cornwall Alternative School. All existing employees shall be supplied with a job description specific to all duties and expectations of the position.

17.2 **Job Descriptions shall be Submitted to the Union**

The Employer agrees to submit to the Union, job descriptions for all new positions.

17.3 **Manual of Job Descriptions**

Job Descriptions currently maintained, shall be kept in the Employer's office and shall be available for inspection. A copy of the Job Descriptions shall be provided to the Union upon request.

17.4 **Changes in Job Descriptions**

When the volume of work or the duties of any job description is altered or changed, or where the Union or employee feels she is incorrectly, or when a new job description not covered in Appendix "A" is being created during the term of this Agreement, the rate of pay, hours of work, and qualifications shall be subject to negotiations between the parties. All settlements shall be retroactive to the initiation of the request in writing, subject to the Grievance and Arbitration procedure.

ARTICLE 18 SAFETY AND HEALTH

18.1 The Employer shall make provisions for the safety and health of employees during hours of work. Employees shall endeavour to point out health and safety hazards.

The parties recognize the importance of Occupational Health and Safety in the workplace and the Employees shall have the full protection of *The Occupational Health and Safety Act*.

An Occupational Health and Safety Committee, consisting of an equal number from the employees and the Employer shall be established to meet and to co-operate in resolving all unsafe hazardous or dangerous working conditions. This

Committee shall meet on a regular basis. Representatives of the Union shall suffer no loss of pay for attending such meetings.

18.3 **No Discipline**

No employee shall be disciplined for refusal to work on a job or to operate any equipment that is unsafe, as provided under the provisions of *The Occupational Health and Safety Act*.

18.4 **First Aid**

Adequate first aid supplies shall be made available in all Employer work sites.

ARTICLE 19 DENTAL PLAN

19.1 The employer shall pay the premiums for the dental plan, as per Plan II, for all **SGEU** employees as identified in Article 3.

19.2 **Any increase of cost to the Dental Plan shall be paid by the employer to maintain the current level of coverage.**

19.3 **Any new hire requesting or requiring family or couple coverage shall be responsible for the difference in premiums.**

ARTICLE 20 LONG TERM DISABILITY

20.1 The employer agrees to deduct from and on behalf of all employees, long term disability premiums as per the SGEU Long Term Disability Plan Text.

20.2 The employer agrees to remit, to the Union, all Long Term Disability premiums prior to the fifteenth day of the month following the calendar month that the deductions were made.

ARTICLE 21 EXTENDED HEALTH COVERAGE

21.1 The employer **shall** pay **100% of** all monthly premiums for single coverage as required **by the agreed upon** Extended Health Plan **available to SGEU members.**

a) **The employer shall continue to provide top-up for spousal coverage to those SGEU members grandfathered.**

21.2 Any increase to the cost of the Extended Health Plan shall be paid by the employer to maintain the single coverage of benefits for all employees.

21.3 During the length of this agreement a Joint Committee consisting of one person representing the employer and one person representing the employees shall review the current costs of the Dental Plan, Extended Health to see if the costs of the premiums can be reduced. The current level of coverage and benefits shall be maintained at its existing level of coverage. Any changes to the Benefits Carrier(s) must be mutually agreed upon by the Union and the Board.

ARTICLE 22 REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

It is agreed between the parties, (the employer and the employees) to establish and maintain a (3%) matching contribution Registered Savings Plan. The matching contributions will increase to 4% effective April 1, 1999.

ARTICLE 23 HARASSMENT AND DISCRIMINATION FREE WORKPLACE

The Union and the Employer recognize the rights of Employees to work in an environment free of ethnic, racial, personal and gender discrimination, **as defined under the Saskatchewan Occupation Health and Safety Act and Regulations**. The Employer may use progressive discipline in the case of an Employee who engages in discrimination and/or harassment.

ARTICLE 24 TERMS OF AGREEMENT

24.1 Duration

This agreement shall be in effect from **February 1, 2009 to January 31, 2013** and shall continue from year to year thereafter, unless written notice under Article 24.2 is given.

24.2

Notice of Changes

Either party may, not less than thirty (30) days nor more than sixty (60) days prior to the expiry date of this agreement, may give notice in writing to the other party to renegotiate a revision to the Collective Agreement. Where written notice has been given pursuant to this Article, the provisions of this Agreement will remain in effect until a new Agreement is concluded.

APPENDIX “A” – PAY SCHEDULE

Base Salary				
April 1, 2009 to April 2010				
	Step 1	Step 2	Step 3	Step 4
Counsellor	\$45,971.00	\$47,171.00	\$48,371.00	\$49,571.00
Outreach Worker	\$47,938.99	\$49,138.00	\$50,538.99	\$51,538.99
Maintenance		\$19,101.55		
Lunch Program Co-ordinator		\$15,918.86		

Base Salary				
April 1, 2010 to April 2011				
	Step 1	Step 2	Step 3	Step 4
Counsellor	\$47,809.84	\$49,057.84	\$50,305.84	\$51,553.84
Outreach Worker	\$49,856.55	\$51,103.52	\$52,560.55	\$53,600.55
Maintenance		\$19,865.61		
Lunch Program Co-ordinator		\$16,555.61		

Base Salary				
April 1, 2011 to April 2012				
	Step 1	Step 2	Step 3	Step 4
Counsellor	\$49,244.14	\$50,529.58	\$51,815.02	\$53,100.46
Outreach Worker	\$51,352.25	\$52,636.63	\$54,137.37	\$55,208.57
Maintenance		\$20,461.58		
Lunch Program Co-ordinator		\$17,052.28		

Base Salary				
April 1, 2012 to April 2013				
	Step 1	Step 2	Step 3	Step 4
Counsellor	\$50,229.02	\$51,540.17	\$52,851.32	\$54,162.47
Outreach Worker	\$52,379.30	\$53,689.36	\$55,220.12	\$56,312.74
Maintenance		\$20,870.81		
Lunch Program Co-ordinator		\$17,393.33		

SIGNING PAGE

The Cornwall Alternative School Inc. and the Saskatchewan Government and General Employee's Union hereby agree, that the attached document shall form the Collective Agreement between the parties.

CORNWALL ALTERNATIVE SCHOOL
INC.

SASKATCHEWAN GOVERNMENT
AND GENERAL EMPLOYEES' UNION

Dated:_____

Dated:_____