

COLLECTIVE BARGAINING AGREEMENT

Between Cornwall Alternative School Inc. And
Saskatchewan Government And General Employees' Union
Local 5043



EFFECTIVE
February 1, 2024 to
January 31, 2028

ARTICLES OF A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CORNWALL ALTERNATIVE SCHOOL INC.

AND THE

SASKATCHEWAN GOVERNMENT AND

GENERAL EMPLOYEES' UNION

LOCAL 5043

February 1, 2024 – January 31, 2028

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ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this ____ day of _____, 2026.

between

CORNWALL ALTERNATIVE SCHOOL INC.
hereinafter referred to as "the Employer"

PARTY OF THE FIRST PART

and

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
LOCAL 5043
hereinafter 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 **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 The pronouns "they", "them" and "their" used throughout the Agreement shall represent all genders singular and plural.
- 2.7 **Permanent** – means an employee who has completed a probationary period of **ten (10) months** 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 **for a full business day**.
- 2.11 **Temporary** means a full-time position filled by an employee assigned for a specified period of time of at least one (1) 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 **Supervisory Employees** – employees who, on behalf of the Employer, exercises authority over other employees, including the hiring, assignment, evaluation, discipline, or effective recommendation of such actions. An employee shall not be considered supervisory solely by virtue of job title, seniority, technical expertise, or the routine or occasional direction of work.

- 2.14 **Position Classification Plan** means and includes the class of positions, the class specifications and the rules for the continuous administration of the amendments thereto.
- 2.15 **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

Supervisory Employees as defined in **Article 2.13**.

Executive Assistant

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

Harassment and Discrimination Free Workplace

The Employer and the Union agree that there shall be no discrimination by reason of age, race **or perceived race**, creed, colour, disability, sex, political activity, religious affiliation, marital status **or family status**, sexual orientation **or gender identity, nationality and/or ancestry, receipt of public assistance**, nor by reason of membership or activity in the Union.

The Employer shall ensure, insofar as is reasonably practical, that the employees are not exposed to harassment with respect to any matter or circumstance arising out of employment.

Employees shall be treated fairly and with respect. Employers and employees have a responsibility not to participate in harassment.

The Employer will not condone or tolerate unwanted, unwelcome attention or disrespectful behaviour that is harassing in nature, as stated in relevant provincial legislation during the term of this Agreement.

Employees are protected from harassment and discrimination under *The Saskatchewan Employment Act* and *The Saskatchewan Human Rights Code*.

The Employer may employ progressive discipline in cases of employees engaging in harassment and/or discrimination.

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

- a) Every employee who is now or later becomes a member of the Union shall maintain membership in the Union as a condition of the employee's employment.
- b) Every new employee shall, within thirty (30) days after the commencement of the employee's employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of the employee's employment.

- c) Notwithstanding paragraphs a and b, any employee in the Bargaining Unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of the employee's employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

4.6

Union Dues

- a) The Employer shall deduct, on behalf of the Union, from the employee's pay all initiation fees, dues, assessments and levies. The Employer shall remit such deductions to the Union at the conclusion of each pay period.
- b) The Employer shall provide with the due's submission a list of names, classifications and addresses of those who incurred the deductions.
- c) The Employer shall inform the Union of any new hires, resignations or retirements which occurred during each pay period. The notification shall state the date in which the change occurred.
- d) The Employer shall provide the information electronically.
- e) The Union shall provide the electronic template to the Employer.

4.7

Bargaining Unit Rights

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.

4.8

Income Tax (T-4) Slips

The Employer shall include the amount of Union dues paid by each Union member on their T-4 slip.

4.9

New Employees

The Employer **shall inform** new employees **of** the fact that a Collective Agreement is in effect, the conditions of employment **including those** set out in the Articles dealing with Union Security and Union Dues, **and the requirement to complete the Union Membership Registration Form.**

Within thirty (30) days of being notified, the Employer shall give one (1) hour during working hours to a representative of the Union to acquaint new members with the rights, benefits, and duties of union membership.

The Employer shall provide copies of the Collective Bargaining Agreement to all new employees in advance of their Union orientation.

4.10 Temporary Out-of-Scope Appointment

An employee who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from their 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 their consent except in cases of when no other alternative is available.

4.11 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.

4.12 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, employees, 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 their 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**

- a) Any employee who **perceives** that they have been aggrieved or any employee with relevant grievance information shall receive permission from **their** 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.
- b) 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.
- c) 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 reasonable effort shall be made to resolve workplace concerns through dialogue at the local level as early as possible. Employees are entitled to seek the assistance of the Union at any stage of the process.

Where appropriate, the employee and/or Steward or alternate Union representative shall attempt to resolve the matter through a meeting with the Principal/CEO or their designate prior to the filing of a grievance.

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 **below** may be extended by mutual agreement between the parties.

a) **Step 1 – Filing a Grievance**

Failing resolution of the dispute, the grievance shall be submitted in writing by the Steward or SGEU Labour Relations Officer 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 Labour Relations Officer with a copy to the grievor and Steward within fifteen (15) calendar days of receipt of the grievance.

b) Step 2 – Meeting

Upon receipt of the Step 1 letter, the SGEU Labour Relations Officer 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 Labour Relations Officer 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 Labour Relations Officer 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 fifteen (15) calendar days of the meeting.

c) Step 3 - Mediation

If settlement is not reached at Step 2, the SGEU Labour Relations Officer within thirty (30) calendar days may apply for Mediation.

d) Step 4 – Arbitration

If settlement is not reached at Mediation, the SGEU Labour Relations Officer within thirty (30) 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 employees of the Union may assist at any step of the grievance procedure.

5.6

Special Measures

- a) 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.

- b) Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance, mediation or arbitration proceedings.

5.7 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.

5.8 Failure to Act within Time Limits

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.

- a) **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.

b) **Role of the Mediator**

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

c) **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.

d) **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

a) **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.

b) **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:

- i) If called by the Employer, leave without loss of pay and expenses paid by the Employer.
- ii) If called by the Union, leave and expenses are paid by the Union.
- iii) If called by the arbitrator, the parties shall share equally the costs.

c) **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.

d) **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 Just Cause

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. **Disciplinary records shall be removed from the employee's personnel file** after twelve (12) months following a disciplinary action, unless there **are disciplinary documents of the same or similar severity**.

7.3 Employee Files

- a) Personnel records of an employee shall be **permitted to be reviewed by the employee** 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.
- b) **The Union representative is permitted to make notes or copies from the employee's file with written consent of the employee; the file shall not be removed from the Employer's office.**

7.4 Verbal Reprimand

The Principal/CEO may verbally outline to the employee any reasons for the reprimand, how they should correct their work and what will happen if their misconduct continues. There is no official written report of an oral reprimand. A shop Steward **or alternate Union representation** 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 **or alternate Union representation** 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 included. Unless otherwise specified by the employee, a copy will be supplied to the Director of Operations of SGEU. A shop Steward **or alternate Union representation** shall be present as an advocate, **unless waived by the employee.**

7.7

Dismissal

- a) Dismissal shall be effected by the **Principal** or their designate. **Any decision to dismiss an employee shall be communicated in writing, clearly outlining the reason(s) for the dismissal. The notice shall also include details of the applicable notice period or pay in lieu of notice, consistent with legislation and this Agreement.**
- b) **Prior to making a decision regarding dismissal, the Employer shall ensure that all relevant circumstances have been considered and that the employee has had the opportunity to respond to any allegations. Where just cause for dismissal is established, the Employer may dismiss the employee without notice or pay in lieu of notice. The reasons for such dismissal shall be clearly stated in writing.**
- c) **In cases of verified gross misconduct, the Employer may terminate employment without notice or pay in lieu of notice. However, such action shall only be taken after a fair and objective review of the circumstances, ensuring the employee has been afforded an opportunity to provide their account of events.**

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 Union Representation

An employee shall have the right to have their Steward **or alternate Union representative** present 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 a Labour Relations Officer and to have **them** 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 employees 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 layoff, unless through sickness or other just cause.

ARTICLE 9 APPOINTMENTS AND EMPLOYEE CHANGES

9.1 Staffing

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 Employees**

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.

9.6 **Probationary Periods**

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

Performance evaluations **shall** 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, they shall be returned to their former position with no loss of seniority **or terminated at any point during the probationary period.**

9.7 **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 Layoff

A layoff 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 Layoffs

Both parties recognize that job security shall increase in proportion to length of service; therefore, in the event of a layoff, 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) **The employee(s) to be recalled** 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 Layoff

The Employer shall notify employees who are to be laid off thirty (30) working days prior to the effective date of layoff. A copy of the notice of layoff shall be sent to the **Union's Labour Relations Officer**. If the employee has not had the opportunity to work the days as provided in this Article, **they** shall be paid for the days for which work was not made available, excepting where funding cuts necessitate immediate layoff. Total discontinuation of funding from one (1) or both funders will result in immediate layoff, subject to *The Saskatchewan Employment Act* provisions.

11.6

Severance Package

In the event of dissolution of the Corporation, **all legislated and Collective Agreement rights of employees being terminated or laid off will apply. Corporate assets shall be utilized to pay debts, including but not limited to the payment of outstanding wages owing to terminating employees and any pay in lieu of notice of termination.**

Minimum notice requirements shall be as follows:

Employee's Period of Employment	Minimum Period of Written Notice
Less than one (1) year	One (1) week
One (1) year or more, but less than three (3) years	Two (2) weeks
Three (3) years or more, but less than five (5) years	Four (4) weeks
Five (5) years or more, but less than ten (10) years	Five (5) weeks
Ten (10) years or more	Eight (8) weeks

ARTICLE 12 HOURS OF WORK AND OVERTIME

12.1

Counsellor and Outreach Worker

- a) The core hours of work shall be **8:30 a.m. to 3:30 p.m.**, Monday to Friday with a daily unpaid lunch break from 12:05 p.m. to 12:35 p.m. Lunch hour supervision shall be required of each employee on a rotation basis to be determined by **mutual agreement between** employees and the Principal/CEO.

- b) **Notwithstanding Article 12.2(a), where extenuating circumstances require a Counsellor to remain at the school beyond their regular hours of work, the Counsellor shall remain until the matter is resolved and shall receive equivalent time off in lieu for all additional time worked.**

12.2

Overtime

- a) Assignment of overtime shall be determined by employees and approved in advance by the Principal/CEO or designate and shall be voluntary.
- b) **Employees who are required to work with students on a scheduled day of rest or overnight shall be compensated with equivalent hours off in lieu. Where the hours worked exceed the daily standard, such excess hours shall be compensated at the applicable overtime rate and credited as time off in lieu accordingly. All lieu time earned under this provision shall expire one (1) calendar year from the date it was accrued.**
- c) If in unforeseen circumstances the employee is unable to take the time in lieu incurred, the time worked shall be paid out at overtime rates.

12.3

Maintenance Fireman

- a) The averaged regular hours of work for the Maintenance Fireman will not exceed **one hundred (100)** hours in a four **(4)** week period.
- b) The Maintenance Fireman shall manage duties over the four **(4)** week period in such a manner as to eliminate or minimize any overtime; therefore, the Maintenance Fireman will be expected to reduce the number of hours worked on a day when possible to ensure the averaging period is not greater than **one hundred (100)** hours.
- c) The Maintenance Fireman shall inform the Principal/Chief Executive Officer should they reach the maximum **one hundred (100)** 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.
- d) Approved hours worked in excess of the **one hundred (100)** hours in the four **(4)** week averaging period shall be taken as time in lieu during the following four **(4)** week averaging period unless otherwise agreed to by the Maintenance Fireman and Principal/CEO.

- e) The Maintenance Fireman shall receive **one and one-half (1.5)** times their regular wage for a minimum of three (3) hours when working on a public holiday.

12.4

Nutritional Coordinator

- a) The hours of work shall not exceed **six (6)** hours a day but shall not be less than a minimum of **four (4)** hours a day, Monday through Friday.
- b) The averaged regular hours of work for the Nutritional Coordinator shall not exceed **one hundred and twenty (120)** hours in a four (4) week period. Core hours of work when school is in session will be **8:00 a.m.** through **1:00 p.m.**
- c) The Nutritional Coordinator shall inform the Principal/CEO should they reach the maximum 120 hours prior to the end of the averaging period. The Principal/CEO will approve the time in lieu for the remainder of the averaging period.
- d) Approved hours worked in excess of **one hundred and twenty (120)** hours shall be taken as time in lieu during the four (4) week averaging period immediately following the time in which it was accrued.

ARTICLE 13 DESIGNATED HOLIDAYS

Designated holidays refer to specific days recognized as non-school days by the Regina Public School Board, including all school holidays from end of June to the end of August.

ARTICLE 14 ANNUAL VACATION

14.1

Vacation Entitlement

- a) Upon completion of ten (10) months of employment the Counsellor and Outreach employees shall be entitled to paid vacation during July and August when school is not in session. Paid vacation shall be pro-rated for Counsellor and Outreach employees who have not completed a full ten (10) months of employment by July 1st.
- b) The Maintenance Fireman shall have vacation with pay calculated at a rate of ten (10) days **(forty (40) hours)** per year until ten (10) years of service have been attained. In the tenth (10th) year they shall be entitled to fifteen (15) days **(sixty (60) hours)** paid vacation. Vacation will be scheduled between July 1st and August 20th each year.

- c) The Nutritional Coordinator shall have seventeen (17) vacation days **(ninety (90) hours)** with pay per year. These days shall be scheduled to coincide with Regina Public School designated school holidays between September and June. These days typically total eight (8) days over Christmas and New Year's season, five (5) days over Easter season and four (4) days over February mid-winter break. The months of July and August shall be scheduled unpaid leave.

14.2

Cancelling of Approved Vacation Leave

Any **expense** 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

- a) **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).

- i) **Designated holidays occurring when an employee is on sick leave shall not be charged against the employee's sick leave credits.**

- b) **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.

- c) **Compassionate Leave**

- i) Employees shall be granted an unpaid leave of absence for up to twenty-six (26) weeks for which compensation is paid under Employment Insurance Compassionate Care.

- ii) Employees shall be granted leave of absence without loss of pay for a period up to and including five **(5)** working days to

attend to a serious illness and/or death of a spouse, close relatives or close friend.

- iii) The Board may grant paid compassionate leave in excess of five **(5)** days.

d) **Employee Crisis Leave**

When an employee is required to seek shelter from domestic violence or enters a rehabilitation program for addictions, or other personal crisis, the employee shall be entitled to draw on unexpended sick leave or vacation leave or shall be granted a leave without pay.

e) **Personal Legal Matters**

An employee may be granted leave with pay for a period of up to and including ten **(10)** 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

f) **Other Leaves**

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 **employee's presence is required.**
- iv) to attend university convocations or graduations involving self, spouse, **children, parents, or other dependants.**
- v) up to two **(2)** days to attend personal matters

g) **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.

h) **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:

- i) employees will be granted leave of absence to attend conventions and conferences of the SGEU to which they are delegates.
- ii) employees will be granted leave of absence to attend Union education courses.
- iii) employees will receive leave of absence with pay and without loss of benefits.
- iv) The Union agrees to reimburse the Employer for all wages and benefits paid by the Employer under this Article.
- v) Employees shall continue to accumulate seniority and all benefits while on leave of absence under (a) and (b) above.
- vi) 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 their term of office. Such employee shall continue to receive their salary and benefits from the Employer, conditional on reimbursement of such salary and full benefits by the Union **to the** Employer.

15.2

Unpaid Leave

a) **Parenting, Maternity, Parental and Adoption Leave**

Leave without pay to **the maximum as per the Saskatchewan Employment Act** 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 their 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).

b) **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 **Employer** and shall be eligible to apply every four (4) years.

Where more than one (1) 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 employees and the Principal/CEO.

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

c) **Long Term Union Leave**

The Employer may grant leave without pay for up to one (1) year to an employee who is elected to a full-time office or position with the Union.

d) **Long Term Disability or W.C.B. Leave**

- i) 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.
- ii) 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.
- iii) If the leave is greater than one (1) year, employees shall be placed on the recall list for their position or an equivalent position when they are fit to return to work.
- iv) If the leave is greater than one (1) year, an extension of up to six (6) 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.
- v) If the leave is greater than that provided in Article **15.2.(d)(iii)** and **15.2(d)(iv)**, the employee shall be placed on the recall list for their position or an equivalent position when they are fit to return to work.
- vi) Employees on such leave shall continue to accrue seniority during the term of the leave.

15.3 **Benefit Coverage While on Leave**

At the request of the employee, contributions for the pension plan, long term disability, extended health and dental, and life insurance benefit packages will be paid during the leave by the Employer provided the employee provides postdated cheques or pre-authorized payments sent on an agreed upon date.

15.4 **Notice for Return From Leave of Absence**

- a) 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 **no later than** thirty (30) days prior to the expiration of the leave. The Principal/CEO is not required to allow an employee to resume their employment until after the expiration of the thirty (30) days' notice.
- b) 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 **no later than** June 1st (prior to the expiry date) of their intent to return to work. **If the employee fails to notify the Employer, their position will be forfeited.**

15.5 **Term Appointment During Leave of Absence**

Where an employee is granted a leave of absence under this Article, the Employer may appoint a term employee to fill the position for the duration of the approved leave. Such term appointment shall be for a definite period and shall not exceed the length of the employee's approved leave or one (1) year, whichever is shorter.

A term appointment made under this clause shall not create any expectation, right, or entitlement to continuing employment beyond the stated term and shall not infringe upon, diminish, or prejudice the job protection or reinstatement rights of the employee on leave. Upon return from leave, the employee shall be reinstated to their former position or, where that position no longer exists, an equivalent position, in accordance with this Agreement.

15.6 **Job Sharing**

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

- a) Only permanent positions may be job shared.

- b) One **(1)** of the employees sharing a job shall be a permanent, and the position shall be considered as belonging to the permanent employee.
- c) 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.
- d) All job-sharing arrangements shall be negotiated and mutually agreed between the **permanent employee, sharing employee, Principal/CEO and the Union.**

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 **may** elect as to the option of salary payment on **or before** September 1st of each year, **failing which, shall be 1/12.**

16.2 Statement of Earnings

The Employer shall **provide a detailed pay statement** for employees to review their gross amount earned, itemized deductions, net amount payable **and all other provisions as defined in *The Saskatchewan Employment Act*.**

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 **Public Service Government Employment** Collective Agreement.
- b) The meal rates shall be as negotiated in the **Public Service Government Employment** 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 **eight percent (8%)**

of gross salary or the next step in the TPHD classification whichever is greater.

16.5

Tuition Fees

- a) Tuition fees for Employer required classes or education shall be paid by the Employer.
- b) 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 one's work duties **provided funds are available.**
 - 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.
- c) Prior to the release of funds, the employee shall agree **in writing** to a return-to-service commitment **following the completion of** Employer-funded education or training, **for a period not to exceed two (2) years.**

Where an employee fails to fulfil the agreed-upon return-to-service commitment, the employee shall reimburse the Employer a pro-rated portion of the Employer-funded costs, calculated based on the remaining unfulfilled portion of the commitment period.

- d) **In case of death, permanent disability, or demonstrated financial hardship, the Employer may waive all or part of any repayment obligation under this Article. Such discretion shall not be exercised unreasonably.**

16.6

Salary Progression for Counsellors

Counsellors shall be hired at the salary rate set out in Step 1 of Appendix A. Upon each anniversary date of their hire, they shall advance one salary step until reaching the maximum of Step 4.

ARTICLE 17 JOB DESCRIPTIONS

17.1

Provision of Job Descriptions

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 **and changing** positions **a minimum of thirty (30) days prior to effect, and/or upon request by the Union.**

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 they are incorrect, 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 Workplace Health and Safety

The Employer shall make provisions for the safety and health of employees during hours of work. Employees shall 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 Saskatchewan Employment Act* and ***The Occupational Health and Safety regulations***.

18.2 Refusal of Unsafe Work

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 Saskatchewan Employment Act* and ***The Occupational Health and Safety Regulations***, and shall immediately notify the CEO or Principal of any such unsafe workplace or equipment

18.3 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 **pay** 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 (**15th**) day of the month following the calendar month that the deductions were made.

ARTICLE 21 EXTENDED HEALTH COVERAGE

- 21.1 The Employer shall pay **one hundred percent** (100%) of all monthly premiums for single coverage as required by the agreed upon Extended Health Plan available to SGEU members.
- 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 (1) person representing the Employer and one (1) 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 **Employer**.

ARTICLE 22 REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

It is agreed between the parties, (the Employer and the **Union**) **the Employer shall match employee contributions to a Registered Retirement Savings Plan (RRSP) up to a maximum of five percent (5%) of the employee's eligible earnings. Contributions shall be administered through payroll deduction and remitted in accordance with the plan terms.**

ARTICLE 23 LIFE INSURANCE

The Employer shall pay **ten dollars (\$10.00)** per month toward a Group Life Insurance premium for each employee. The remaining balance shall be deducted from each employee's pay.

ARTICLE 24 TERMS OF AGREEMENT

24.1 Duration

This Agreement shall be in effect from February 1, **2024**, to January 31, **2028**, and shall continue until **a new Agreement is concluded** per Article **24.2**.

24.2 Notice of Changes

Either party may, no less than sixty (60) days nor more than one hundred **and** twenty (120) days prior to the expiry date of this Agreement, give notice in writing to the other party to renegotiate a revision to the Collective Agreement. Upon receipt of notice the parties shall immediately engage in collective bargaining. Where written notice has been given pursuant to this Article, the provisions of this Agreement **shall** remain in effect until a new Agreement is concluded.

APPENDIX A - PAY SCHEDULE

Wage Increase

Retroactive to February 1, 2024, all employees shall receive a wage increase of two point five percent (2.5%). Employees shall further receive an additional wage increase of two point five percent (2.5%) effective February 1, 2025, and subsequent wage increases of two point five percent (2.5%) effective February 1, 2026, and February 1, 2027. All wage adjustments shall be applied to and reflected in the existing pay grid.

February 1, 2023 – January 31, 2024

	Step1	Step 2	Step 3	Step 4
Counsellor	\$62,604.26	\$64,170.04	\$65,999.62	\$67,305.54
Outreach Worker	\$62,604.26	\$64,170.04	\$65,999.62	\$67,305.54
Maintenance Fireman	\$24,944.63			
Nutritional Coordinator	\$31,491.94			

February 1, 2024 – January 31, 2025

	Step1	Step 2	Step 3	Step 4
Counsellor	\$64,169.37	\$65,774.29	\$67,649.61	\$68,988.18
Outreach Worker	\$64,169.37	\$65,774.29	\$67,649.61	\$68,988.18
Maintenance Fireman	\$25,619.50			
Nutritional Coordinator	\$32,279.24			

February 1, 2025 – January 31, 2026

	Step1	Step 2	Step 3	Step 4
Counsellor	\$65,773.60	\$67,418.65	\$69,340.85	\$70,712.88
Outreach Worker	\$65,773.60	\$67,418.65	\$69,340.85	\$70,712.88
Maintenance Fireman	\$26,259.98			
Nutritional Coordinator	\$33,086.22			

February 1, 2026 – January 31, 2027

	Step1	Step 2	Step 3	Step 4
Counsellor	\$67,417.94	\$69,104.11	\$71,074.37	\$72,480.71
Outreach Worker	\$67,417.94	\$69,104.11	\$71,074.37	\$72,480.71
Maintenance Fireman	\$26,916.48			
Nutritional Coordinator	\$33,913.37			

February 1, 2027 – January 31, 2028

	Step1	Step 2	Step 3	Step 4
Counsellor	\$69,103.39	\$70,831.72	\$72,851.23	\$74,292.72
Outreach Worker	\$69,103.39	\$70,831.72	\$72,851.23	\$74,292.72
Maintenance Fireman	\$27,589.39			
Nutritional Coordinator	\$34,761.21			

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION LOCAL 5043 and THE CORNWALL ALTERNATIVE SCHOOL INC. hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this 8th day of July, 2026.

Signed on behalf of:
Saskatchewan Government
and General Employees' Union
Local 5043

Signed on behalf of:
Cornwall Alternative School Inc.

Original Signed By: _____
Rob Nixon
Bargaining Unit Chair

Original Signed By: _____
Eunice Cameron
Chairman of the Board

Original Signed By: _____
Rannel Motsi
Labour Relations Officer