

CORNWALL ALTERNATIVE SCHOOL, INC.

**February 1, 2016 to
January 31, 2019**

COLLECTIVE AGREEMENT

SGEU

Saskatchewan Government and General Employees' Union

**ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CORNWALL ALTERNATIVE SCHOOL, INC.
AND THE
SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 5043**

February 1, 2016 – January 31, 2019

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ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this 30 day of May, 2017.

between

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

PARTY OF THE FIRST PART

and

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
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 **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 **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).

Supervisory Employees as define in *The Saskatchewan Employment Act*.

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, marital 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**

- 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 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 dues 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 her 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.

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 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.

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 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**

- a) 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.
- 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 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.

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 to 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.

Arbitrationa) **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 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 included. Unless otherwise specified by the employee, a copy will be supplied to the Executive Director of Operations of SGEU. 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 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 an SGEU **employee**, Labour Relations Officer 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 **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 lay-off, unless through sickness or other just cause.

ARTICLE 9 APPOINTMENTS AND EMPLOYEE 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 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.

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 **employees**, selected by **employees**, 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 ***The Saskatchewan Employment 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 **employees** 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 **Counsellor and Outreach Worker**

- 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 **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 **employees** and the Principal/CEO. An additional one hour **daily** of flex time is to be scheduled by mutual agreement between the employee and the Principal/CEO **to fulfil job obligations such as: lesson preparation crisis counselling.**
- b) **Counsellor and Outreach employees shall be entitled to paid time off for all school holidays from the end of August to the end of June inclusive as determined yearly by the Regina Public School Board.**

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) Activities that require employees to work with students on a rest day or overnight shall be compensated by receiving one day in lieu. **These days in lieu expire one calendar year from the date incurred.**
- 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 80 hours in a four week period.
- b) The **Maintenance Fireman** shall manage duties over the four 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 80 hours.
- c) The **Maintenance Fireman** 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.
- d) **Approved** hours worked in excess of the 80 hours in the four week averaging period shall be taken as time in lieu **during** the following four week averaging period unless otherwise agreed to by the **Maintenance Fireman** and **Principal/CEO**.
- e) The Maintenance Fireman shall receive 1.5 times her regular wage for a minimum of three (3) hours when working on a public holiday.

12.4

Nutritional Co-ordinator

- a) The hours of work shall not exceed 6 hours a day, but shall not be less than a minimum of 4 hours a day, Monday through Friday.
- b) **The averaged regular hours of work for the Nutritional Co-ordinator shall not exceed 120 hours in a four (4) week period. Core hours of work when school is in session will be 8:30 a.m. through 1:30 p.m.**
- c) **The Nutritional co-ordinator shall inform the Principal/CEO should she 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 120 hours shall be taken as time in lieu during the four week averaging period the immediate following the time in which it was accrued.**

ARTICLE 13 DESIGNATED HOLIDAYS

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

- 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 (40 hours) per year until ten (10) years of service have been attained. In the tenth (10th) year she shall be entitled to fifteen (15) days (60 hours) paid vacation. Vacation will be scheduled between July 1st and August 20th each year.**
- c) **The Nutritional Co-ordinator shall have seventeen (17) vacation days (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 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

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).

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

iii) 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 15.1d).

iv) The Board may grant paid compassionate leave in excess of five 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) 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

f) 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
- iv) employees presence is required
- v) to attend university convocations or
- vi) graduations involving self, spouse, sons,
- vii) daughters, or parents
- viii) up to two 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 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

a) 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.)

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 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 **employees** and the Principal/CEO.

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

c) 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.

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 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 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.
- v) 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.
- vi) Employees on such leave shall continue to accrue seniority during the term of the leave.
- vii) 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

- 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 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 (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 by June 1st (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:

- a) Only permanent positions may be job shared.

- b) One 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 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:

- i) The parties to this agreement shall negotiate in each instance, rate of pay, hours of work, seniority accumulation, earning of benefits, and union membership.
- ii) Project workers shall not work normally done by the bargaining unit nor shall the hiring of Project Workers displace any existing workers.
- iii) 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 **employees** 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**

- 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 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.
- c) 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 fulfil her commitment she shall be responsible to reimburse the employer.
- d) Should the employer die or become disabled during the period of the leave or during the return to service neither the employee nor 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 Saskatchewan Employment 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.

18.2 **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 Saskatchewan Employment Act***.

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 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.

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 (4%) matching contribution Registered Savings Plan.

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 Occupational 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 LIFE INSURANCE

The Employer shall pay \$10 per month toward a Group Life Insurance premium for each employee. The remaining balance shall be deducted from each Employee's pay.

ARTICLE 25 TERMS OF AGREEMENT

25.1 Duration

This agreement shall be in effect from February 1, 2016 to January 31, 2019 and shall continue from year to year thereafter, unless written notice under Article 25.2 is given.

25.2 Notice of Changes

Either party may, not less than **sixty (60)** days nor more than **one hundred twenty (120)** 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. **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 will remain in effect until a new Agreement is concluded

APPENDIX A - PAY SCHEDULE

February 1, 2017 – January 31, 2018

	Step 1	Step 2	Step 3	Step 4
Counsellor	\$56,697.05	\$58,115.09	\$59,772.03	\$60,954.73
Outreach Worker	\$56,697.05	\$58,115.09	\$59,772.03	\$60,954.73
Maintenance Fireman	\$22,591.24			
Nutritional Co-ordinator	\$28,240.65			

February 1, 2018 – January 31, 2019

	Step 1	Step 2	Step 3	Step 4
Counsellor	\$57,830.99	\$59,277.39	\$60,967.47	\$62,173.82
Outreach Worker	\$57,830.99	\$59,277.39	\$60,967.47	\$62,173.82
Maintenance Fireman	\$23,043.06			
Nutritional Co-ordinator	\$28,805.63			

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION 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 30 day of May, 2017.

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

Signed on behalf of:
Cornwall Alternative School, Inc.

Original Signed by: _____
Rob Nixon
Bargaining Unit Chair

Original Signed by: _____
Monica Garinger
Principle/CEO

Original Signed by: _____
Cheryl McCreary

Original Signed by: _____
Craig White

Original Signed by: _____
Kathy Cook
Labour Relations Officer