



Local Collective Bargaining Agreement

Between

The Board of Education of the Good Spirit School Division No. 204 of
Saskatchewan
(hereinafter called "the Board")

And

Deer Park Employees' Association
hereinafter called "the Association")

Effective: August 1, 2017-July 31, 2020

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PURPOSE OF AGREEMENT

The purpose of this Agreement is:

- i) To maintain and improve harmonious relations and settled conditions of employment between the Board and its employees;
- ii) To recognize the mutual value of joint discussions and negotiations;
- iii) To encourage efficiency in the operation;
- iv) To provide an amicable method of settling differences or grievances which may arise with respect to matters covered by this Agreement; and
- v) The parties hereto by these presents are entering into a collective agreement with respect to the terms and conditions of employment.

ARTICLE ONE: RECOGNITION

1.1 Bargaining Unit

The Board recognizes the Deer Park Employees' Association as the sole and exclusive collective bargaining agent for all Bus Drivers, Mechanics and Mechanic Helpers who are recognized members of the Association and recognizes the right of an employee to be represented by an Association Officer.

1.2 Management Responsibilities

The Association acknowledges and agrees that it is the exclusive right of the Employer to manage the affairs of the School Division and to direct the work force, except as may be limited or abridged by a specific provision of this Agreement.

1.3 Membership

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

1.4 Check Off of Association Dues

The Board agrees, upon written request of the Association, to deduct from the pay of employees, the amount of Association dues so authorized. The total sum so deducted shall be remitted by cheque to the Secretary-Treasurer of the Association not later than the 20th day of the following month, accompanied by a list containing the following information:

- i) Employee Name
- ii) Dues Deducted

1.5 Association Co-Operation

The Association agrees for itself and its members to loyally promote and uphold the regulations as set out by the Board for the proper maintenance of school services and to do everything possible to retain and create harmony and goodwill between the Board and the employee.

1.6 Correspondence

All correspondence between the parties arising out of the Agreement or incidental thereto shall pass to and from the Director or designate of the Board and the President of the Association. Correspondence may be sent to the Director or designate by the Vice-President of the Association, in the absence of the President. If a notice is mailed by registered post in Canada, it shall be conclusively deemed to have been received by the Addressee on the fourth (4th) business day following the mailing thereof. In this clause business day means any day except Saturday, Sunday or holidays.

ARTICLE TWO: NO DISCRIMINATION

2.1 The Parties Shall Not Discriminate

The Board and the Association agree that there will be no discriminatory practices with respect to an employee because of his race, creed, religion, colour, sex, marital status, physical disability, nationality, ancestry, place of origin, gender status, family status, disability, age, sexual orientation, and receipt of public assistance, or association activity. The Board shall not discriminate against any employee because of his connection with the Association or because of his non-membership in the Association or for activities in accordance with those rights and privileges defined in the applicable legislation of the Province of Saskatchewan and any subsequent or alternative enactment passed in the spirit of Labour harmony.

2.2 References

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or **any gender** has been used where necessary.

ARTICLE THREE: DEFINITION OF EMPLOYEE CATEGORIES

3.1 Employee Categories

All employees covered by this Agreement shall fall into the following categories:

- i) Permanent
- ii) Temporary
- iii) Casual
- iv) Job Share

3.2 Permanent Employees

Permanent employees shall be those persons employed on a continuous basis.

3.3 Temporary Employees

Temporary employees shall be those persons whose employment is for a known period of time with a start and end date of greater than thirty (30) calendar days.

3.4 Casual Employees

Casual employees shall be those persons whose employment is other than "Permanent" or "Temporary" as defined above.

3.5 Job Share Employees

Where two or more persons share a position/route subject to prior written approval having been obtained, from the Transportation Manager or designate, outlining the terms and conditions of the job share arrangement.

ARTICLE FOUR: GRIEVANCES

4.1 Definition of Grievance

A grievance exists when there is a dispute or difference of opinion between the Board and the Association or any employee as to the interpretation, or application of any provision of the Agreement or where either party or an employee alleges that any provision of the Agreement has been violated and the dispute, difference or allegation has not been resolved following an informal discussion between the parties involved.

4.2 Grievance Procedure

The Board and the Association agree that the grievance procedure should be an efficient mechanism for the resolution of grievances. The agreed procedure shall be as follows:

Step 1

- i) The grievance shall be presented in writing within five (5) working days of the alleged violation to the Human Resource Manager, **or designate**. The written grievance shall be submitted on the form prescribed in Appendix A and shall be signed by the employee concerned and either the President or Vice-President of the Association. The written grievance shall specify the Article and Section of the agreement alleged to have been violated, the circumstances and occurrence leading to the alleged violation and the outcome or adjustment requested. It shall not be acceptable to only allege the violation of the Agreement as a whole.
- ii) The employee concerned, an Association representative and the Human Resource Manager, **or designate** shall meet to discuss the grievance within five (5) working days of its receipt.
- iii) The Human Resource Manager, **or designate** shall render a written decision within five (5) working days of the meeting.

Step 2

- i) Failing agreement after Step 1, application shall be made to the Director of Education, in writing, within ten (10) working days of the written decision under Step 1.
- ii) At the request of either party a hearing with the employee concerned and an Association representative may be convened within 10 (ten) working days of receipt of the grievance. If a hearing is not requested, the Director shall conduct an investigation and render a written decision.
- iii) The Director shall give a decision in writing within seven (7) working days of the hearing.

Step 3

- i) Grievances which are not resolved after Step 2 may be referred to a Board of Arbitration within six (6) working days of the Board's and Association's decisions. **Upon mutual agreement, the employer and the Union may choose to resolve the grievance through mediation prior to referring the grievance to a Board of Arbitration.**
- ii) The Board of Arbitration shall consist of one (1) member appointed by the Association, one (1) member appointed by the Board and a Chairperson jointly named by the two (2) members so appointed. In the event the appointed members fail to agree on the appointment of a chairperson the appointment of a chairperson shall be made by the chairperson of the Labour Relations Board.
- iii) The Board and the Association shall each pay one-half (1/2) of the remuneration and expenses of the person appointed as chairperson of the Board of Arbitration.

4.3 Decision of the Board

The Board of Arbitration shall:

- i) not be vested with the power to change, alter, modify, delete, or amend the terms of this Agreement;
- ii) be limited to dealing with the issues which were submitted to it for arbitration; and
- iii) render a final and binding decision within ninety (90) working days.

4.4 Time Limits

Any time limits expressed in the grievance procedure may be extended by mutual agreement between the parties. In the event the initiator of the grievance fails to follow the procedure and the time limits established in this Article, the grievance shall be deemed to be abandoned and settled on the basis of the Employer's last response.

ARTICLE FIVE: LAY-OFF AND RECALL

5.1 Automatic Lay-off and Recall

- i) Pursuant to "Notice of Lay-off" Article 5.2, bus drivers employed on the basis of the school year shall be deemed to be laid off for school vacation periods. This Article shall serve as notice of lay-off and recall. Recall shall be automatic except when notice of lay-off has been given under Article 5.2. All permanent employees shall be provided with a copy of the school calendar and shall be advised, as soon as possible, of any changes to the calendar.

5.2 Notice of Lay-off

- i) An employee may be laid off due to shortage of work in accordance with *the Saskatchewan Employment Act*.
- ii) The Association will be notified of all Lay-offs as they occur.

5.3 Lay-off

- i) Employees will be laid off by attendance area pursuant to Article 5.2(i). An employee laid off will automatically have their name placed on the casual drivers list.
- ii) Where driving routes are combined, seniority, location of residence, driving record and loss of route shall be considered to determine who is laid off.

5.4 Recall

- i) **For the purposes of this Article, recalls shall apply to employees/positions located in Area North or Area South and processed as follows:**
- ii) Prior to posting a permanent position in **Area North or Area South** pursuant to “Job Posting” Article 6.1, notice of recall shall be given by **telephone (or text if the employee is not available by telephone) and followed up in writing by mail or electronic means** and the employee shall, within **three (3)** working days from the date of **notification**, advise the Director or designate as to whether he wishes to return to work and in the event the employee wishes to return he must do so no later than **five (5)** working days from the date of the **notice** advising of the recall.
- iii) It shall be the responsibility of the employee to keep the Human Resource Manager, **or designate** informed of his current address **and telephone number**.
- iv) The Board will assume no additional financial obligation (i.e. return home mileage, etc) as a result of an employee accepting a position not within their attendance area or greater than five (5) kilometers from their place of residence. (The Board will define Attendance Areas.)

5.5 Procedures for Bumping

- 5.5.1 If an employee receives layoff notice and chooses to bump, providing he has the required qualifications, knowledge, education, skills and abilities for the position, the procedure shall be as follows:
 - 5.5.1.1 Bump an employee with the least seniority within the same classification and hours of work within the attendance area in which the employee is presently working;
 - 5.5.1.2 Bump an employee with the least seniority within the same classification and hours of work within the Area in which the employee is presently working;
- For the purpose of this Article, Area shall be defined as follows:
- i) Area North – Preeceville, Norquay, Kamsack
 - ii) Area South – Melville, Grayson
- 5.5.2 Employees, after being advised of their options, shall be granted up to 3 working days to select their option, if no selection is made, the employee shall be deemed on layoff.
 - 5.5.3 Employees who work in more than one classification and choose to bump as outlined above in Article 5.5.1 shall do so in the classification in which majority of their assignment is spent.

- 5.5.4 The division will incur no additional cost as a result of the employee bumping out of their attendance area. (The school bus will not be allowed to leave the attendance area.)

ARTICLE SIX: JOB POSTING AND APPOINTMENT

6.1 Job Posting

6.1.1 When the Director or designate proceeds to fill a permanent position, employees in that classification on layoff shall be recalled pursuant to "Recall" Article 5.4. If this position remains vacant, a job notice outlining the details of the position shall be posted as follows:

- i) Good Spirit School Division website
- ii) bus garage bulletin board

A copy of the notice shall be sent to the Association.

6.1.2 When a permanent vacancy or temporary vacancy known to be greater than thirty (30) calendar days is to be filled, the Director of Education or designate shall post a notice of the vacancy.

6.1.3 The notice shall be posted for at least **seven (7)** calendar days prior to the close of receipt of applications **unless a shorter notice is required due to operational needs and in such case the Association will be notified**. The Director or designate may also advertise the position externally during the time the job posting is in effect.

6.2 Appointment

6.2.1 The appointment shall be made from applicants the Director or designate considers to possess the required qualifications, knowledge, education, skills and abilities. In the event there are two (2) or more applicants the Director or designate considers to possess the required qualifications, knowledge, education, and skills and abilities, **place of residence and seniority** shall be the deciding factors in the appointment.

6.2.2 An unsuccessful internal candidate shall be given notice of not being selected.

6.2.3 The Board will assume no additional financial obligations (i.e. return home mileage, etc.) as a result of a driver accepting a position not within their attendance area. (The Board will define Attendance Areas.)

ARTICLE SEVEN: PROBATION

7.1 All newly hired employees, including casual employees, shall be on probation for the first one hundred twenty (120) days worked and will have no seniority rights during this period. During the probationary period, the employee may be discharged for general unsuitability. After

successful completion of the probationary period, seniority shall be effective from the original date of hire.

ARTICLE EIGHT: SENIORITY

8.1 Seniority Accumulation

Seniority shall be determined on the following basis:

- i) Casual bus drivers shall accumulate seniority in direct proportion to the days worked. One or more work occasions in the same day shall be counted as one day.
- ii) Permanent and temporary bus drivers shall accumulate seniority based on days worked. They shall not be entitled to seniority credits for days for which they have been granted leave without pay for either a complete or partial day except for maternity leave, parental leave and adoption leave in accordance with *The Saskatchewan Employment Act*.
- iii) Mechanic and Mechanic Helper shall accumulate seniority based on date of hire.
- iv) Pursuant to "Probation" Article 7, seniority is established after the probation period.
- v) For the purpose of determining the seniority of two (2) or more employees who have the same bargaining unit wide seniority, their birth month and day will be used based on the calendar year. The employee with the earliest birth month and day will be considered the senior.
- vi) **Employees wishing to transfer from permanent, temporary or job share employment to casual or less than permanent employment may be allowed to do so without severing their employment. Employees wishing to transfer shall provide at least two (2) weeks written notice and upon written agreement of the Employer, they shall retain and continue to accrue seniority rights in their new position.**

8.2 Seniority List

An up-to-date seniority list shall be posted once each year, in September, in a place accessible to all employees and shall be open to protest for a period of thirty (30) days from date of posting. On presentation by the Association President of proof of error, a correction shall be made immediately. A copy of the seniority list along with any corrections shall be sent in accordance with Article 1.6 entitled "Correspondence" and will be deemed correct.

8.3 Loss of Seniority

Seniority and all rights of this collective agreement shall be lost in the event the employee:

- i) Is discharged for just cause;
- ii) Resigns from his employment with the Board;
- iii) Retires from his employment with the Board;
- iv) Fails to comply with section 5.4(i);
- v) Is laid off for a period longer than twenty-four (24) consecutive months. This time limit shall be extended by only the time worked as a casual or temporary employee during this lay off period;
- vi) Has not worked as an employee for the Board within twelve (12) consecutive months. This time limit shall be extended by only the time worked as a casual or temporary employee during this period.

ARTICLE NINE: SUSPENSION AND DISCHARGE

- 9.1 No employee shall be disciplined or discharged without just cause. In case of discipline or discharge, the Employee shall be advised in writing by the Director or designate of the reasons for such actions. All discipline and discharge is subject to the grievance procedure.
- 9.2 Without restricting the generality of Article 9.1 the Board and Association agree that the penalty for the following action shall be discharge:
- i) a bus driver who drives a school bus when he does not hold a valid Saskatchewan School Bus Driver's license **or who does not possess a valid Saskatchewan Driver's license.**
- 9.3 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings for the period of suspension or discharge; however, if reinstatement is not acceptable, the parties will negotiate payment in lieu of notice. Compensation shall be processed during the pay period next following such reinstatement or termination.

ARTICLE TEN: ANNUAL VACATION, STATUTORY HOLIDAYS AND CHRISTMAS CLOSURE

10.1 Vacation Entitlement

Annual vacation entitlement will be in accordance with the following:

- i) up to and including seven (7) years of employment – 3/52^{nds} of yearly earnings
- ii) from the eighth (8) anniversary of employment and up to and including sixteen (16) years of employment – 4/52^{nds} of yearly earnings;
- iii) from the seventeenth (17) anniversary of employment and up to and including twenty-five (25) years of employment – 5/52^{nds} of yearly earnings; and
- iv) from the twenty-sixth (26) anniversary of employment - 6/52^{nds} of yearly earnings.

Bus Drivers shall receive vacation pay in lieu of annual vacation leave. The applicable vacation pay is to be paid each pay period.

10.2 Public Holidays

- i) Employees shall be paid for public holidays in accordance with the applicable provincial legislation. Therefore, employees who are laid off during the school vacation periods of Christmas break, February break, Easter break and summer break will not be paid for public holidays during those layoff periods.
- ii) Employees who work on the basis of the calendar year shall be entitled to all holidays found in the applicable provincial legislation, plus Boxing Day and Easter Monday.

10.3 Christmas Closure

The Board of Education has determined that Melville bus garage will be closed for the period of December 25th to January 1st inclusive in each year. This decision will have no impact on:

- the salary, earned, accrued, or paid to
- holidays earned, accrued, or taken by, the employees who work on the basis of the 12 month calendar.

ARTICLE ELEVEN: SICK LEAVE

11.1 Sick Leave Defined

Sick leave is defined as period of time an employee is absent from work with pay by virtue of personal illness, disability or because of an accident for which compensation is not payable under *The Workers' Compensation Act, 2013* or *The Automobile Accident Insurance Act*.

11.2 Basic Entitlement

Each permanent and temporary employee shall be entitled to sick leave in the amount of two days (2) for each month worked.

11.3 Accumulated Entitlement

Unused portion of an employee's sick leave shall accumulate to a maximum of one hundred and fifty (150) days.

11.4 Proof of Illness

The Director or designate may require the employee to provide a medical certificate for any illness where three (3) or more working days of illness are claimed pursuant to this Article in a thirty (30) day calendar period or when there are attendance concerns. The Director or designate may require a second medical certificate from a medical practitioner selected by the Director or designate and at the expense of the Board.

11.5 Notification

Every employee who is absent on account of illness shall notify their immediate supervisor, as applicable without delay, and failure to do so, without good cause, shall deprive such employee from the benefits to which he would normally be entitled for that illness prior to the time due notice is received by the Supervisor.

11.6 Statement

Employee's monthly pay statements shall show the number of sick leave days accumulated. If an employee believes that the number shown is incorrect, they shall provide evidence of error to the Director or designate within the academic year the statement was issued otherwise the number shown will be deemed correct and not be open to any retroactive challenge.

ARTICLE TWELVE: LEAVES OF ABSENCE

12.1 Bereavement/Compassionate Leave

12.1.1 Definition

For the purposes of this Article, immediate family (including common-law) is defined as: father, mother, brother, sister, son, daughter, husband, wife, and grandchildren, legal guardian, or ward.

For the purpose of this section, extended family is defined as grandparent, uncle, aunt, niece, and nephew, as well as those members of the spouses' immediate and extended family.

12.1.2 Application

An employee shall be granted compassionate leave with pay for up to five (5) consecutive working days per occasion to attend a critical illness and/or death in the immediate family. For the purpose of this Article, "critical illness" shall mean an illness or circumstances that a physician deems life threatening or where a physician believes death to be imminent.

An Employee shall be granted compassionate leave with pay for up to three (3) consecutive school days, per occasion, in the event of a serious illness, death and funeral in the extended family.

12.1.3 Each employee shall apply for bereavement leave under this Article in writing to the Director or designate either before or after the date of the leave.

12.1.4 The Director, at his/her discretion, may grant compassionate leave without pay in excess of five (5) days and in instances other than immediate family.

12.1.5 In extenuating circumstances such as extensive travel, an Employee may be granted leave with pay in excess of two (2) days for extended family. In order for such a request to be considered, the Employee shall supply the details of the request to the Director.

12.2 Personal Leave

12.2.1 Each employee may be entitled to leave for **personal reasons**. Requests for leave shall be made in writing to the Director or designate. A maximum of five (5) days **personal leave** with pay may be granted during each academic year. **Personal leave** is defined as:

- i) an emergency, accident, sickness or serious illness of an employee's parent, spouse, common-law spouse, child, common-law child;
- ii) attending to non-routine medical and dental appointments or specialist referrals which cannot be scheduled outside of working hours for the family noted in i) above.
- iii) attending a funeral as a pallbearer.

12.3 Jury Leave

12.3.1 An employee who is absent from work as a result of being subpoenaed to serve on a jury shall be paid his normal salary while absent subject to the following conditions:

- i) The employee shall pay to the Board any remuneration other than expenses which he receives for such absence.
- ii) The employee shall notify the Board as soon as possible after receipt of notice for such absence.

12.4 Maternity Leave

Leave shall be granted in accordance with the applicable provincial legislation.

12.5 Parental Leave

Leave will be granted in accordance with the applicable provincial legislation.

12.6 Adoption Leave

Leave will be granted in accordance with the applicable provincial legislation

12.7 Negotiation Leave

If the parties agree to meet to conduct negotiations during working hours, the Board will provide leave without loss of pay for up to four (4) employees for their time spent in direct

negotiations. The Union will advise the Director or designate of the membership of the Union Bargaining Committee.

12.8 General Leave

The Director or designate may grant a leave of absence without pay to any employee requesting such leave. All requests for leave under this article must be made in writing and must be approved by the Director or designate before any leave is taken.

ARTICLE THIRTEEN: PAYMENT OF WAGES AND HOURS OF WORK

13.1 Hours of Work

13.1.1 Bus Driver

The normal daily hours of work of a bus driver are deemed to be four and one half (4.5) hours per driving day and includes the driver's regular route travel time as reported to the Board each year and also includes time for cleaning, warm-up, checking, fuel-up and servicing. The period of employment shall be defined as the academic year.

13.1.2 Mechanic & Mechanic Helper

Full time equivalent hours of work shall be eight (8) hours per day or forty (40) hours per week. The period of employment shall be defined as the calendar year.

13.1.3 Averaging of Hours

Notwithstanding the above, upon mutual written agreement between the employee and the employer, full time equivalent hours of work may be scheduled up to ten (10) hours per day and an average of one hundred and sixty (160) hours in a four (4) week period without receiving overtime.

13.2 Overtime

Scheduled hours of work shall not exceed eight (8) hours in a given day or forty (40) hours in a given week. All time authorized by the Director or designate worked beyond eight (8) hours in a given day or forty (40) hours in a given week will be considered as overtime and will be compensated at the rate of time and one-half (1.5) the regular base rate.

Notwithstanding the above, where by mutual agreement an employee has elected to be scheduled ten (10) hours in a given day and one hundred and sixty (160) hours in a four (4) week period, all time authorized by the Director or designate worked beyond ten (10) hours in a given day or one hundred and sixty (160) in a four (4) week period will be considered as overtime and will be compensated at the rate of time and one-half (1.5) of the regular base rate.

13.3 Payment of Wages

Employees shall be paid on or before the 28th day of the month by direct deposit to the employee's financial institution. When the 28th of the month falls on a weekend, payment will be made on the previous Friday. The December payday will be the last day of school before Christmas vacation.

A casual employee shall be paid no later than the fifth (5th) business day of the month following a month in which the employee provided substitute service.

ARTICLE FOURTEEN: BUS DRIVER QUALIFICATIONS AND OBLIGATIONS

14.1 Approved Drivers

No person shall operate a school vehicle except the driver assigned by the Director or designate. The regular driver will select an alternate driver from the approved spare driver list in the event that they are unable to perform their duties. The alternate driver shall operate the vehicle in accordance with terms of this Agreement.

14.2 Medical Examination

The Director or designate at his discretion may require a bus driver to take a medical exam and/or driving exam, periodically, at the Board's expense.

14.3 Driver In-Services

When attendance is required by the Director or designate for in-service meetings, drivers shall be compensated at the rate outlined in Schedule III.

14.4 Regulations

Employees shall comply with all provisions of the legislation and regulations as from time to time promulgated by the Province of Saskatchewan and all policies of the Board.

ARTICLE FIFTEEN: SAFETY AND HEALTH

15.1 Compliance

The parties agree to adhere to the relevant portions of *The Saskatchewan Employment Act* and the Regulations made thereunto.

ARTICLE SIXTEEN: TERM OF AGREEMENT

16.1 Duration

This agreement shall be effective from August 1, 2017 and shall remain in force until and including July 31, 2020 and from year to year thereafter unless written notice is given as provided in accordance with the applicable legislation.

SCHEDULE I: HOURS OF WORK

<u>Classification</u>	<u>Hours</u>	<u>Between</u>	<u>Year</u>
Mechanic	8/day; 40/week	0800 – 1700	Calendar
Mechanic Helper	8/day; 40/week	0800 – 1700	Calendar
Bus Driver	As per Article 13.1		Academic

SCHEDULE II: RATES OF COMPENSATION – MECHANIC AND MECHANIC HELPER

Hourly Rates of Pay – Effective August 1, 2017

<u>Economic Adjustment</u>	<u>*Aug.1/17</u>			
	<u>0-3 months</u>	<u>4-15 months</u>	<u>16-27 months</u>	<u>28+ months</u>
<u>Journeyman Mechanic</u>	<u>\$4,794.40/mo.</u>	<u>\$4,962.53/mo.</u>	<u>\$5,134.13/mo.</u>	<u>\$5,364.67/mo.</u>
<u>Journeyman Mechanic</u>	<u>\$27.66/hr.</u>	<u>\$28.63/hr.</u>	<u>\$29.62/hr.</u>	<u>\$30.95/hr.</u>
<u>Mechanic Helper</u>	<u>\$3,007.33/mo.</u>	<u>\$3,066.27/mo.</u>	<u>\$3,118.27/mo.</u>	<u>\$3,178.93/mo.</u>
<u>Mechanic Helper</u>	<u>\$17.35/hr.</u>	<u>\$17.69/hr.</u>	<u>\$17.99/hr.</u>	<u>\$18.34/hr.</u>

*In Lieu of an Economic Adjustment for the 2017/18 school year, on the September 2018 monthly pay, employees shall receive a lump sum payment of 1.25% of gross wages.

<u>Economic Adjustment</u>	<u>1.5% - Aug.1/18</u>			
	<u>0-3 months</u>	<u>4-15 months</u>	<u>16-27 months</u>	<u>28+ months</u>
<u>Journeyman Mechanic</u>	<u>\$4,865.47/mo.</u>	<u>\$5,037.07/mo.</u>	<u>\$5,210.40/mo.</u>	<u>\$5,444.40/mo.</u>
<u>Journeyman Mechanic</u>	<u>\$28.07/hr.</u>	<u>\$29.06/hr.</u>	<u>\$30.06/hr.</u>	<u>\$31.41/hr.</u>
<u>Mechanic Helper</u>	<u>\$3,052.40/mo.</u>	<u>\$3,113.07/mo.</u>	<u>\$3,165.07/mo.</u>	<u>\$3,227.47/mo.</u>
<u>Mechanic Helper</u>	<u>\$17.61/hr.</u>	<u>\$17.96/hr.</u>	<u>\$18.26/hr.</u>	<u>\$18.62/hr.</u>

<u>Economic Adjustment</u>	<u>1.75% - Aug.1/19</u>			
	<u>0-3 months</u>	<u>4-15 months</u>	<u>16-27 months</u>	<u>28+ months</u>
<u>Journeyman Mechanic</u>	<u>\$4,950.40/mo.</u>	<u>\$5,125.47/mo.</u>	<u>\$5,302.27/mo.</u>	<u>\$5,539.73/mo.</u>
<u>Journeyman Mechanic</u>	<u>\$28.56/hr.</u>	<u>\$29.57/hr.</u>	<u>\$30.59/hr.</u>	<u>\$31.96/hr.</u>
<u>Mechanic Helper</u>	<u>\$3,106.13/mo.</u>	<u>\$3,166.80/mo.</u>	<u>\$3,220.53/mo.</u>	<u>\$3,284.67/mo.</u>
<u>Mechanic Helper</u>	<u>\$17.92/hr.</u>	<u>\$18.27/hr.</u>	<u>\$18.58/hr.</u>	<u>\$18.95/hr.</u>

1. Insurance on Mechanics' Tools

The Board shall provide insurance coverage on the tools owned by the mechanics at the Bus Garage. The employees shall be responsible for the deductible in the event of loss.

2. Tool Allowance

Upon proof of receipt and subject to approval of the Transportation Manager, Mechanics shall be reimbursed up to a maximum of \$800 per academic year for the maintenance and replacement of tools.

3. Cell Phone Allowance

- i. Upon written application to the Director or designate, a cell phone allowance of \$25.00 per month worked shall be paid to a regular permanent mechanic and may be prorated on a daily basis of \$1.00/day or weekly basis for partial months worked.
- ii. If the division monthly cell phone allowance rate increases, this negotiated cell phone allowance rate will increase to the same rate.

SCHEDULE III: RATES OF COMPENSATION – BUS DRIVER

1. Daily Rate of Pay for Regular Route Bus Drivers

- i) Daily rate of pay for regular route bus drivers for scheduled driving days, including cancellations due to weather conditions.

Economic Adjustment	*Aug 1/17	1.5%-Aug.1/18	1.75%-Aug.1/19
Monthly Rate	\$1413.40	\$1434.68	\$1459.84
Basic Per Day (up to 110 km)	\$76.40	\$77.55	\$78.91
Next 111 – 199 km @	.2623 cents/km	.2662	.2709
Over 200 km @	.2854 cents/km	.2897	.2948

***In Lieu of an Economic Adjustment for the 2017/18 school year, on the September 2018 monthly pay, employees shall receive a lump sum payment of 1.25% of gross wages, exclusive of plug in rates, cell phone and bus washing allowances, employment insurance rebate and retention incentives.**

- ii) The route distance used to calculate the daily rate of pay for permanent bus drivers shall be the route distance as established on September 30th of each year.
- iii) Although the bus route may change from time to time throughout the period of time from September 1 to June 30, the daily rate of pay shall be based upon the route distance as of September 30th.

2. Temporary and Casual Drivers for Regular Bus Routes

Regular route per day amounts.

3. Field Trip Rates

Effective August 1, 2017	\$17.39 per hour plus 15.38 cents/km over 100 km
Effective August 1, 2018	\$17.65 per hour plus 15.61 cents/km over 100 km
Effective August 1, 2019	\$17.96 per hour plus 15.88 cents/km over 100 km

- i) Where an employee is required and authorized to use a personal vehicle to pick up a bus for academic based activities, the Board approved mileage rate shall apply. Drivers shall be compensated for kilometers driven from their residence to the regular drivers' residence, or to the garage, as the case may be, and return when using their personal vehicle to pick up a bus.
- ii) Driving time and distance shall be calculated from the commencement of the trip, requested arrival at the school to the return to the school. The minimum hours to be paid for each trip shall be two (2) hours (including waiting time).
- iii) Except in unforeseen circumstances (i.e. inclement weather), if a trip is cancelled less than twenty-four (24) hours prior to the commencement of the trip, the driver shall be compensated the minimum times as indicated in Article (ii) above.

4. Plug-In Power

- i) Rates payable annually on January 28th to permanent drivers for full season
- ii) Temporary and casual bus drivers will be compensated for plug-in power for each day they work during the period of November 1 to March 31 inclusive. The equivalent amount will in turn be deducted from the regular driver that the spare is driving for.

	<u>Diesel Buses</u>	<u>Gasoline Buses</u>
Effective January 1, 2017	\$ 320.34	\$ 204.22

- iii) Effective January 1, 2012 and subsequently, prior to January 28th of each year, increases in SaskPower rates between January 1st and December 31st of the previous year will be determined, and rates payable to the drivers will be increased by the percentage amount of any such increase.

5. Bus Servicing

Applicable to those drivers who specifically drive their bus to a designated school division garage for service from/to school.

Effective August 1, 2017	\$17.39 per hour
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Effective August 1, 2018	\$17.65 per hour
Effective August 1, 2019	\$17.96 per hour

Drivers shuttling buses for repair to various locations outside their regular bus service areas, shall be paid the following rates:

Effective August 1, 2017	\$17.39 per hour
Effective August 1, 2018	\$17.65 per hour
Effective August 1, 2019	\$17.96 per hour

6. Bus Driver In-Services

Bus Drivers shall receive compensation in accordance with Article 3 Schedule III entitled “Field Trip Rates” for actual time spent attending school division sponsored in-services.

7. Bus Driver Medicals and Test Fees

Regular and spare drivers, who have driven at least thirty (30) times during the previous three (3) school years, shall be reimbursed for medical and driver test fees associated with re-qualification. The maximum reimbursement shall be \$150.00. Claims for reimbursement must be supported by the original copy of the appropriate receipts.

8. Allowance for Wheel-chair Buses and Students with Special Needs

Drivers transporting students in wheelchairs shall receive an allowance of \$7.18 per day per student for each scheduled day. **Effective August 1, 2018 the daily rate shall increase to \$7.29 and effective August 1, 2019 the daily rate shall be increased to \$7.42.**

Subject to written approval by the Director or designate, where a driver is required to physically assist loading, securing and unloading a student with special needs they may make application to the Director or designate and receive **the specified daily** allowance per student for each scheduled day.

9. Cell Phone Allowance

- i) Upon written application to the Director or designate, a cell phone allowance of \$25.00 per month worked shall be paid to regular permanent drivers and may be prorated on a daily basis of \$1.00/day or weekly basis for partial months worked.
- ii) If the division monthly cell phone allowance rate increases, this negotiated cell phone allowance rate will increase to the same rate.
- iii) Upon written application to the Director or designate, spare drivers shall receive an additional \$1.00 per day worked in recognition for carrying a cell phone.

10. Bus Washing Allowance

Drivers shall receive an allowance of \$150.00 per academic year.

Casual employees working 5 consecutive days for the same driver will receive a \$5 bus wash allowance.

11. Special Circumstance and Pre-Kindergarten

Effective August 1, 2017	\$17.39
Effective August 1, 2018	\$17.65
Effective August 1, 2019	\$17.96

Subject to prior approval by the Transportation Manager, where the distance from the garage or home to the reassigned route is in excess of 50 km (one way) the driver shall receive one-half (1/2) hour additional pay and where the distance is in excess of 100 km (one way) the driver shall receive one (1) hour additional pay. The hourly amount will not be paid when the km rate has been paid.

12. Split Shift Recruitment/Retention Adjustment

In recognition of the difficulty of recruiting and retaining bus drivers due to the requirement of unsociable split shifts, effective for the **2017/18** school year bus drivers on permanent or temporary contracts will receive an annual adjustment of \$563.75 to be prorated based on months actually worked and paid monthly. **For the 2018/19 school year the rate shall be \$572.20 and for the 2019/20 school year the rate shall be \$582.22.**

13. Sub Bus Driver Recruitment/Retention Incentive

In recognition of the difficulty of recruiting and retaining substitute bus drivers due to the requirement of irregular and unsociable split shifts effective for the **2017/18** school year substitute bus drivers who drive thirty (30) to forty nine (49) student days in a school year, excluding field trips, temporary contracts, bus servicing or other special trips, will receive an annual incentive of \$128.13 paid in August of each year. **For the 2018/19 school year the rate shall be \$130.05 and for the 2019/20 school year the rate shall be \$132.33.**

Substitute bus drivers who drive fifty (50) or more student days in a school year, excluding field trips, temporary contracts, bus servicing or other special trips, will receive an annual incentive of \$256.25 paid in August of each year. **For the 2018/19 school year the rate shall be \$260.09 and for the 2019/20 school year the rate shall be \$264.65.**

IN WITNESS WHEREOF, the parties hereto have caused these presence to be executed this _____ day of _____, A.D. 2018.

Deer Park Employees Association

Good Spirit School Division Negotiation Committee

APPENDIX A: GRIEVANCE FORM

GOOD SPIRIT SCHOOL DIVISION NO. 204

Case No.: _____ Date: _____

Employee(s) _____

Classification _____

Supervisor _____

To: Director or designate, Good Spirit School Division No. 204

We the undersigned claim that _____

Therefore we request that _____

Signatures:

Employee (s)

D.P.E.A. President or Vice-President

LETTER OF UNDERSTANDING NO. 1

BETWEEN

**THE BOARD OF EDUCATION OF THE GOOD SPIRIT SCHOOL DIVISION NO. 204 OF
SASKATCHEWAN**

AND

DEER PARK EMPLOYEES' ASSOCIATION

Whereas Article 13.3 of the Collective Agreement states the employer shall pay employees on or before the twenty-eighth (28th) day of each month; and,

Whereas the Saskatchewan Employment Act, Section 2-33 (2) states the employer may only pay an employee on a monthly basis if the employee is paid a salary expressed as a monthly wage;

Therefore, the parties hereby agree that, effective immediately, the parties agree to continue to pay contracted unionized support staff on a monthly basis and adjust Schedule II and III to reflect both monthly and hourly wage rates.

This Letter of Understanding shall be effective for the term of the collective bargaining agreement between the parties, and shall continue from year to year thereafter, unless either party provides three (3) months' notice to amend or terminate this letter of understanding.

**Signed this _____ day of _____, 2018 in _____,
Saskatchewan.**

**ON BEHALF OF:
DEER PARK EMPLOYEES
ASSOCIATION**

**ON BEHALF OF:
GOOD SPIRIT SCHOOL
DIVISION # 204**

LETTER OF UNDERSTANDING NO.2

Between

THE BOARD OF EDUCATION OF THE GOOD SPIRIT SCHOOL DIVISION NO. 204 OF SASKATCHEWAN

And

DEER PARK EMPLOYEES' ASSOCIATION


The parties mutually agree that:

1. That ARTICLE 1.1 - BARGAINING UNIT of the Collective Agreement between the parties covering the period of August 1, 2017 to July 31, 2020 shall be amended by removing the position of "Mechanics" from the scope of the bargaining unit.
2. That effective December 1, 2018 "Mechanics" will be deemed to be Out-of-Scope positions and the parties may make a joint application to the Labour Relations Board to amend the certification order accordingly.
3. That ARTICLE EIGHT: SENIORITY be amended by removing the words "Mechanic and" from Article 8.1. iii).
4. That ARTICLE THIRTEEN: PAYMENT OF WAGES AND HOURS OF WORK be amended by removing the words "Mechanic &" from Article 13.1.2.
5. That SCHEDULE I: HOURS OF WORK and SCHEDULE II: RATES OF COMPENSATION – MECHANIC AND MECHANIC HELPER be amended by removing the words and classifications of "Mechanic" and "Journeyman Mechanic" and further that Schedule II be amended by deleting the following sections in their entirety: 1. Insurance on Mechanics Tools, 2. Tool Allowance and 3. Cell Phone Allowance.
6. That the respective Articles and Schedules shall be amended as outlined in 1-5 above when a new agreement is negotiated

This Letter of Understanding shall remain in force and effect for the term of the collective agreement and from year to year thereafter and.

Signed this 22 day of November, 2018 at Yorkton SK,

**ON BEHALF OF:
DEER PARK EMPLOYEES ASSOCIATION**

asch...


**ON BEHALF OF:
GOOD SPIRIT SCHOOL
DIVISION #204**

