



COLLECTIVE AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION OF THE
NORTH EAST SCHOOL DIVISION No.200**

AND

TEAMSTERS LOCAL UNION NO. 395

September 1, 2022 – August 31, 2025

Table of Contents

PREAMBLE.....	1
ARTICLE 1 - SCOPE.....	1
ARTICLE 2 – MANAGEMENT RIGHTS.....	1
ARTICLE 3 – UNION SECURITY.....	1
ARTICLE 4 – DEFINITIONS.....	2
ARTICLE 5 – REGULATIONS	2
ARTICLE 6 – PROBATIONARY PERIOD.....	2
ARTICLE 7 – SENIORITY.....	2
ARTICLE 8 – CONFLICTING AGREEMENT	3
ARTICLE 9 – EMPLOYEE REPRESENTATION	3
ARTICLE 10 – BID SYSTEM	4
ARTICLE 11– PROMOTION	4
ARTICLE 12 – TRAINING	4
ARTICLE 13 – DISCRIMINATION AND WORKPLACE HARASSMENT	4
ARTICLE 14 – HEALTH & SAFETY	5
ARTICLE 15 – NOTIFICATION OF INJURED WORKER	5
ARTICLE 16 – FAILURE TO MAINTAIN QUALIFICATIONS	5
ARTICLE 17 – SICK LEAVE	5
ARTICLE 18 – SICK LEAVE ENTITLEMENT.....	6
ARTICLE 19 – PROOF OF ILLNESS	6
ARTICLE 20 – MEDICALS.....	6
ARTICLE 21 – GENERAL LEAVE	6
ARTICLE 22 – BEREAVEMENT LEAVE.....	7
ARTICLE 23 – JURY OR COURT WITNESS LEAVE.....	7
ARTICLE 24 – PRESSING MATTERS LEAVE	7
ARTICLE 25 – COMPASSIONATE LEAVE.....	8
ARTICLE 26 – MATERNITY, PATERNITY AND ADOPTION LEAVE.....	8
ARTICLE 27 – CORPORATE HOLIDAYS	9
ARTICLE 28 – LAYOFFS	9
ARTICLE 29 – SCALE OF WAGES	10
ARTICLE 30 – VACATION ENTITLEMENT.....	10
ARTICLE 31 – HOURS OF WORK AND OVERTIME.....	10

ARTICLE 32 – BENEFITS & PENSION	11
ARTICLE 33 – EARLY NOTIFICATION OF RESIGNATION INCENTIVE	12
ARTICLE 34 – DISCIPLINE PROCEDURE	12
ARTICLE 35 – GRIEVANCE PROCEDURE.....	13
ARTICLE 36 – JOINT LABOUR RELATIONS MEETINGS.....	14
ARTICLE 37 – NO STRIKE OR LOCK-OUT	14
ARTICLE 38 – SAVING CLAUSE.....	15
ARTICLE 39 – SUCCESSOR RIGHTS & OBLIGATIONS.....	15
ARTICLE 40 – DURATION	15
Schedule ‘A’	16
Letter of Understanding #1.....	20
Letter of Understanding #2.....	21
Letter of Understanding #3.....	22

PREAMBLE

The purpose of this Agreement is:

- a) To maintain and improve harmonious relations and settled conditions of employment between the Board and the Union;
- b) To recognize the mutual value of joint discussions and negotiations;
- c) To encourage efficiency in operation;
- d) To promote an amicable method of settling differences or grievances which may arise with respect to matters covered by this Agreement.

ARTICLE 1 - SCOPE

- 1.1 The Board recognizes the Teamsters Local Union No. 395 as the sole bargaining agent for all employees covered by the Certification Order of the Saskatchewan Labour Relations Board dated May 17, 2019 (LRB File No. 186-18) (the Certificate).

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.1 The Union recognizes and acknowledges the sole right and function of the North East School Division is to manage the workforce, including the right to plan, direct and control Board operations; to maintain an efficient and productive workforce; and to require employees to observe Board procedures, subject to the provisions of this Agreement or *The Saskatchewan Employment Act*.

ARTICLE 3 – UNION SECURITY

- 3.1 Every employee and casual employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment and every new employee and casual employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union as a condition of employment. New employees and casual employees will be required to sign an application card for Union Membership. It is agreed that the newly filled out membership cards will be mailed to the Local Union Head Office.
- 3.2 The Board agrees that upon written request by the Union, to deduct from the pay of employees and casual employees, the amount of Union Dues so authorized, initiation fees or assessments levied in accordance with Union by-laws. Deductions shall be made and forwarded to the Secretary-Treasurer not later than the 30th day of the month following the month to which such deductions apply, accompanied by a list of the names and dues deducted.

ARTICLE 4 – DEFINITIONS

- 4.1 Board - The Board of Education of the North East School Division No. 200.
- 4.2 Union - Teamsters Local Union No. 395.
- 4.3 Employee - a mechanic or school bus driver employed by the Board and covered by the Certificate.
- 4.4 Casual employee – an employee hired whose work is irregular or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and reoccurring basis. Casual employees may also be employed for a short duration to replace employees who are absent for any reason.
- 4.5 School bus driver – an employee who has been assigned a regular school bus route and has completed their probationary period.
- 4.6 Mechanic – an employee who repairs and maintains vehicles and has completed their probationary period.

ARTICLE 5 – REGULATIONS

- 5.1 Employees and casual employees shall follow the applicable regulations and legislation of the Province of Saskatchewan, this Agreement and Board Administrative Procedures.

ARTICLE 6 – PROBATIONARY PERIOD

- 6.1 New employees shall be on probation for a continuous working period of one hundred and twenty (120) calendar days from the date of hire.
- 6.2 Upon successful completion of the probationary period, seniority shall be effective from the original date of employment in the position and the employee shall be entitled to all rights and privileges of this Agreement.
- 6.3 The probationary period may be extended by mutual agreement between the Board and the Union.
- 6.4 During the probationary period the Board may terminate the employee for any reason at its discretion. The Union shall be notified in writing of all dismissals of probationary employees.

ARTICLE 7 – SENIORITY

- 7.1 Seniority commences upon the successful completion of the probationary period, and shall be effective from the employee's date of hire in a permanent position with the Board.

- 7.2 An employee shall lose their seniority if they:
- a) Retire;
 - b) Resign;
 - c) Are terminated by the Board for just cause and not reinstated;
 - d) Fail to return to work after being recalled. In the event of a recall, employees will have seven (7) calendar days' notice provided to their last known address or phone number and shall return to work in accordance with the recall, failing which the employee will lose all recall rights;
 - e) Are on layoff for twelve (12) months.
- 7.3 A seniority list of all employees covered by this Agreement showing name, classification and seniority date will be posted annually by the end of October on the Board's internal website. A copy of the seniority report will be provided to the Union Business Agent. Employee's seniority shall carry over from one academic year to the next.
- 7.4 For the purpose of determining the seniority of two (2) or more employees who have the same initial date of hire, the senior employee shall be determined by Bus Driver part one training/interview date
- 7.5 Any employee wishing to protest their seniority must do so formally in writing to the Human Resources Department and the Union within thirty (30) days of the posting of the seniority listing.
- 7.6 There shall be two (2) separate groups for all seniority purposes:
- a) School bus drivers
 - b) Mechanics

ARTICLE 8 – CONFLICTING AGREEMENT

- 8.1 No employee or casual employee shall be required or permitted to make a written or verbal agreement with the Board or its representatives which may conflict with the terms of this Agreement or Letters of Understanding.

ARTICLE 9 – EMPLOYEE REPRESENTATION

- 9.1 The Union members shall elect, or the Union may appoint, two (2) Shop Stewards. Upon written notice to the Board of such election, or appointment, the Board shall recognize such Shop Stewards and shall not discriminate against them for lawful Union activity.
- 9.2 Authorized agents of the Union shall not visit employees at their place of work unless prior approval has been obtained from the Superintendent of Human Resources. If approved, the Union will follow the Board's rules and procedures for visitor attendance and will not engage in any activity that interferes with or disrupts the normal course of the operations.
- 9.3 The Board shall make available existing bulletin boards for the posting of Union notices, regarding elections, meetings and general announcements provided they are authorized and signed by an Agent of the Local Union.

9.4 It is agreed that employees and casual employees must act in a professional manner and follow the Board's rules, directions, administrative procedures, Code of Conduct and handbooks.

ARTICLE 10 – BID SYSTEM

10.1 When a route has a permanent vacancy the Board shall post the vacancy for seven (7) calendar days.

10.2 Positions will be filled based on ability, qualifications and distance located from the applicable route. Where two or more applicants are deemed to be equal with respect to the above criteria seniority shall be the determining factor.

10.3 Extra Curricular trips will be offered on a continuous rotational basis to all qualified casual employees in the attendance area. The Board reserves the right to offer these trips to school bus drivers when it is operationally feasible.

ARTICLE 11– PROMOTION

11.1 When an employee within the Bargaining Unit covered by this Agreement receives a leave of absence to take a temporary out of scope position within the Board, they may retain their seniority for a maximum of one (1) calendar year within the former unit.

11.2 At the end of one (1) calendar year, the employee must exercise their seniority rights by returning to their former unit or relinquish all such seniority rights.

ARTICLE 12 – TRAINING

12.1 School bus drivers will be provided the opportunity for a ride along or a trial run on the route they will operate. When possible, casual employees shall be provided the opportunity for a ride along or trial run on the route they will operate. Additional training may occur relating to transporting intensive needs students

12.2 The Board will make an effort to provide a minimum of seven (7) calendar days' notice to employees or casual employees having to attend mandatory safety and other meetings.

12.3 The Board will make every effort to notify employees or casual employees of any cancellations in a timely fashion.

ARTICLE 13 – DISCRIMINATION AND WORKPLACE HARASSMENT

13.1 The Board and the Union agree that they will not discriminate against any persons or employees by reason as defined in *The Saskatchewan Human Rights Code*.

13.2 The Board and the Union will jointly work to achieve a workplace free of harassment as defined by the *North East School Division Administrative Procedures* – <http://www.nesd.ca>.

ARTICLE 14 – HEALTH & SAFETY

- 14.1 The Board and the Union shall continue to cooperate in enhancing the safety measures now in effect and further agree that the provisions for Health & Safety Committees as provided for under *The Saskatchewan Employment Act* shall be carried out.
- 14.2 The Union members on the committee shall be elected/appointed by the Union.
- 14.3 School bus drivers shall maintain the bus assigned to the route they are driving, in a clean and sanitary condition as required by *The Traffic Safety Act* and the Board.
- 14.4 The Board shall ensure that an employee or casual employee is trained in all matters that are necessary to protect the health and safety of the member at the place of employment. Additional training may occur related to working with intensive needs students.

ARTICLE 15 – NOTIFICATION OF INJURED WORKER

- 15.1 Employees and casual employees shall be responsible to report all injuries which occur on the job, immediately to their immediate supervisor. Immediately is defined as “the same day as the injury”.

ARTICLE 16 – FAILURE TO MAINTAIN QUALIFICATIONS

- 16.1 School bus drivers and casual employees who fail to maintain the required driver’s license and who continue to drive a school bus shall be deemed to have been terminated.
- 16.2 Should an instance arise that is not a result of a driver’s action or inaction, where a license or qualification is suspended or revoked, the employee or casual employee is required to notify the Manager of Transportation immediately. The Board will determine the necessary course of action required.

ARTICLE 17 – SICK LEAVE

- 17.1 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease and required to be absent from work by order of a Public Health Officer, or because of an accident for which compensation is not payable under *The Workers’ Compensation Act* or *The Automobile Accident Insurance Act*. Employees in receipt of sick leave benefits, who are also in receipt of wage replacement under *The Automobile Accident Insurance Act*, shall assign any such payments to the Board, and the employee’s sick leave credits will be adjusted accordingly.
- 17.2 Medical Appointments
Absence from work for medical or dental and optical appointments must receive prior approval of the employee’s immediate supervisor. Unless emergent, approval will be required at least two (2) weeks prior to the date for which leave is required. Appointments should be booked in a way that minimizes time away from work.

ARTICLE 18 – SICK LEAVE ENTITLEMENT

- 18.1 Employees shall be entitled to two (2) days sick leave without the loss of pay for each month of service they complete.
- 18.2 Unexpended sick leave shall be credited to the employee for a possible future sickness and shall accumulate up to a maximum of one hundred and eighty (180) working days.
- 18.3 Employees who work on the basis of an academic year will not earn sick leave credits for the months of July and August.
- 18.4 During Board approved leaves without pay of longer than ten (10) days sick leave credits do not accrue. Employees maintain but do not earn credits during all approved leaves.
- 18.5 The employee shall be advised on their pay statement of the amount of sick leave accrued to their account.
- 18.6 The monthly sick leave credit shall be pro-rated for those employees who work less than the full time equivalent hours.

ARTICLE 19 – PROOF OF ILLNESS

- 19.1 After three (3) consecutive days ill, employees may be required to obtain and present a certificate from a duly qualified medical practitioner acceptable to the Board stating that the employee was ill and unable to work.
- 19.2 When the Board requests a medical certificate, the Board shall be responsible for the costs assessed by the medical practitioner to obtain the certificate.

ARTICLE 20 – MEDICALS

- 20.1 At the Board's request, an employee may be required to have a physical or medical examination and provide a report from a duly qualified medical practitioner acceptable to the Board. This shall be complied with by all employees.

ARTICLE 21 – GENERAL LEAVE

- 21.1 During an academic year, the Board may grant leave without pay of up to a maximum of 12 (twelve) days, when an employee submits a request at least four (4) weeks in advance to the employee's immediate supervisor. A written response is to be provided to the employee within seven (7) working days subsequent to receipt of the request.
- 21.2 An employee on general leave of absence shall not accrue vacation but shall accrue their seniority, and shall retain vacation credits earned prior to commencing leave of absence.

21.3 An employee who has been granted leave of absence of any kind or for any period, and over-stays their leave of absence without permission, shall be assumed to have abandoned their position with the Board, and may be terminated.

ARTICLE 22 – BEREAVEMENT LEAVE

22.1 In the event of a death of an immediate family member, an employee will be granted leave not to exceed five (5) days paid leave per occasion. Such leave will be taken within the period of fourteen (14) calendar days of notification of the death. Should the initial prayer service, wake, funeral or interment occur outside of this timeframe, pre-approval is required. In the event of a death of an immediate family member, upon request, the Superintendent of Human Resources on behalf of the Board will grant additional bereavement leave of up to 2 days without pay.

22.2 Immediate family includes father, mother, step-father, step-mother, spouse or common-law partner, same sex partner, sons and daughters, step-sons, step-daughters, brother and sisters, step-brothers and step-sisters, grandparents, grandchildren, daughter-in-law, son-in-law, parents-in-law, brothers-in-law and sisters-in-law.

22.3 In the event of a death of a family member as described in 22.4 an employee will be granted leave not to exceed three (3) days paid leave per occasion. Such leave will be taking within the period of fourteen (14) calendar days of notification of the death. Should the initial prayer service, wake, funeral or interment occur outside of this timeframe, pre-approval is required.

22.4 Family includes grand-parents-in-law, uncles-in-law, aunts-in-law, uncles, aunts, nephews and nieces, guardians, foster parents and wards.

ARTICLE 23 – JURY OR COURT WITNESS LEAVE

23.1 When an employee is absent by reason of a summons to serve as a juror or a subpoena to serve as witness, the employee shall not suffer any loss of salary or wages while serving. The amount paid by the Board shall be the difference between the employee's normal salary and the indemnity (exclusive of travel and sustenance) paid by the court. This article shall not apply to an employee who has a direct interest in the outcome of any proceedings or who is appearing as an accused in any proceedings.

ARTICLE 24 – PRESSING MATTERS LEAVE

24.1 Based on need, an employee may be granted leave of absence not to exceed three (3) days with pay within an academic year to attend to urgent pressing personal matters requiring the employee's immediate attention.

24.2 This leave may include but is not limited to:

- medical appointments for spouse, child, parent and parent-in-law;
- inclement weather (applies to mechanics only);
- personal emergencies;
- to attend the funeral of someone not covered in this Agreement;

- to attend the High School graduation or Post-Secondary graduation of self, spouse or dependent;
- to attend a wedding of a child, step-child, parent, parent-in-law, sibling, sibling-in-law, step siblings or which the employee is in the wedding party.

24.3 All requests will be dealt with on a case by case basis at the discretion of the Superintendent of Human Resources.

24.4 It is understood that this leave will not be used for personal recreation or leisure, family recreation or leisure, or community recreation or leisure. This leave will not be accessed to attend to the employee's business or commercial enterprises.

ARTICLE 25 – COMPASSIONATE LEAVE

25.1 In the event of a serious illness of a family member an employee shall be granted leave not to exceed five (5) days paid leave per academic year.

25.2 Serious illness to be defined as a life-threatening medical situation that has a significant element of anxiety, urgency or severity for the employee.

25.3 Family includes father, step-father, mother, step-mother, spouse or common-law partner, same sex partner, sons, step-sons, daughters, step-daughters, brothers, step-brothers, sisters, step-sisters, grandparents, grandchildren, daughters-in-law, sons-in-laws, parents-in-law, brothers-in-law and sisters-in-law, guardians, foster parents and wards.

25.4 The Superintendent of Human Resources, on behalf of the Board, may grant additional compassionate leave in excess of five (5) days without pay.

ARTICLE 26 – MATERNITY, PATERNITY AND ADOPTION LEAVE

26.1 For purposes of eligibility, layoffs during the months of July and August shall not be considered service or as a break in service.

26.2 While on maternity, adoption or parental leave, an employee shall accrue service for purposes of vacation entitlements, but no vacation credits will accumulate during the leave.

26.3 While on maternity, adoption or parental leave, sick leave benefits will not accumulate.

26.4 Subject to the provisions of the Municipal Employees' Pension Plan, employees may have the ability to maintain their contributions during this leave.

26.5 Extensions may be granted by mutual agreement of the Board and the employee. However, the maximum combined leave that will be granted under this article shall not exceed eighteen (18) months.

26.6 Notice of intention to return to work or a request for change in the length of the maternity, adoption or parental leave must be forwarded to the Superintendent of Human Resources, in writing, at least four weeks prior to the expiration of such leave.

26.7 When an employee returns from maternity, adoption or parental leave, they shall, wherever possible, be placed in the employee's former classification and location at the current rate of pay.

ARTICLE 27 – CORPORATE HOLIDAYS

27.1 An employee or casual employee who is entitled to holiday pay pursuant to *The Saskatchewan Employment Act*, shall be entitled to the following statutory holidays with pay at regular straight time hourly rates:

All calendar year (12 month) employees:

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

and any other provincially declared holidays.

Additional proclaimed federal statutory holidays will be subject to negotiation.

All academic year (10 month) employees:

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

and any other provincially declared holidays during the academic year.

Additional proclaimed federal statutory holidays will be subject to negotiation.

ARTICLE 28 – LAYOFFS

28.1 Provided the employee is qualified, seniority shall prevail in the event of layoffs or route amalgamation, with the junior employee in the affected area, if applicable, being laid off first. The employee will have the option of being placed on the Casual Bus Driver List.

28.2 Provided the employee is qualified and in the affected attendance area, the Board agrees to recall laid off employees on a seniority basis commencing with the last employee laid off for a period not to exceed the time limit identified in Article 7 – Seniority 7.2 (e).

28.3 The Board will issue a Record of Employment based on the deadlines identified by Service Canada.

ARTICLE 29 – SCALE OF WAGES

29.1 The classifications and rates of pay for employees and casual employees covered by this Agreement shall be set forth in Schedule “A” which shall form part of this Agreement.

29.2 School bus drivers, mechanics and casual employees shall be paid at the rate outlined in Schedule “A” for attendance at pre-approved meetings and/or training.

ARTICLE 30 – VACATION ENTITLEMENT

30.1 Employees and casual employees shall receive vacation entitlement as follows:

- a) After one (1) year of continuous service and up to and including nine (9) years of continuous service, three (3) weeks of vacation.
- b) At the commencement of ten (10) years of continuous service and up to and including nineteen (19) years of continuous service, four (4) weeks of vacation.
- c) At the commencement of twenty (20) years of continuous service and up to and including twenty-three (23) years of continuous service, five (5) weeks of vacation.
- d) At the commencement of twenty-four (24) years of continuous service and every year thereafter, six (6) weeks of vacation.

30.2 Except for unforeseen emergent situations, a twelve (12) month employee shall submit a request for vacation leave at least four (4) weeks in advance to the employee’s immediate supervisor. A written response is to be provided to the employee within seven (7) working days subsequent to receipt of the request.

30.3 Employees having less than one year of service will have their vacation entitlement pro-rated.

30.4 Vacation pay for ten (10) month employees and casual employees will be calculated and paid on each pay cheque.

30.5 Twelve (12) month employees may carry over their unused vacation time up to a maximum of ten (10) days. Any carryover beyond ten (10) days as of August 31st shall be paid out to the employee.

ARTICLE 31 – HOURS OF WORK AND OVERTIME

31.1 A school bus driver or casual employee when driving a regular route will be credited four and a half (4 ½) hours for transporting students, completing the daily vehicle inspection and the shut down at the end of the day. It may include other items such as fueling, routing issues, traffic delays, deadhead, breakdowns and cleaning of the bus.

31.2 When a school bus driver or casual employee is booked on an extra-curricular trip they shall be paid each hour from start to finish. The start and finish location is the school. Casual employees or school bus drivers if changing buses, will be provided an additional half hour (½) hour for pre-trip and post-trip.

31.3 Compensation for maintenance trips from the school to the Division garage or designated service centre and return will be paid at the maintenance trip rate as outlined in Schedule "A".

31.4 School bus drivers or casual employees on regular routes who report for work shall not suffer a loss of earning for failure to operate a route where such failure is due to mechanical failure of the bus, inclement weather, hazardous road conditions or school closures provided the employee has made every effort to contact the Manager of Transportation or designate.

31.5 Nothing in this Article shall be construed as limiting the Board's right to combine, amend or alter routes to meet operational requirements.

31.6 Overtime

When the needs of the operation require it, employees and casual employees may be required to work overtime. Employees shall be compensated for authorized overtime. The Board reserves the right, in all instances, to assign work in such a way as to eliminate the payment of overtime hours.

A school bus driver, mechanic or casual employee required to work in excess of eight (8) hours per day or forty (40) hours per week will be paid at (2X) times the applicable hourly rate, as outlined in Schedule "A" for the additional hours.

For all mechanics, the normal work day shall be eight (8) hours, excluding lunch breaks. Mechanics may, with prior approval, in lieu of overtime pay bank hours up to a maximum of eighty (80) hours. Banked time shall be taken at a time mutually acceptable between the employee and the immediate supervisor during the fiscal year. Banked time will not be carried over from year to year.

ARTICLE 32 – BENEFITS & PENSION

32.1 The Board agrees to provide health benefit coverage for school bus drivers as follows:

<u>Benefit Premium</u>	<u>Employer Paid</u>	<u>Employee Paid</u>
Life Insurance (1 x annual)	100%	0%
Accidental Death & Dismemberment (1 x annual)	100%	0%
Long Term Disability - Plan D	0%	100%
Extended Health	75%	25%
Dental - Plan C	75%	25%
Vision - Plan A	75%	25%
Employee Family Assistance Plan (EFAP)	75%	25%

Should there be any premium increase to this plan, it is agreed that the cost will be shared at the above mentioned percentages.

The Board agrees to provide health benefit coverage for mechanics as follows:

Benefit Premium

	<u>Employer Paid</u>	<u>Employee Paid</u>
Life Insurance (2 x annual)	100%	0%
Accidental Death & Dismemberment (2 x annual)	100%	0%
Long Term Disability - Plan D	0%	100%
Extended Health	100%	0%
Dental - Plan C	100%	0%
Vision - Plan A	100%	0%
Employee Family Assistance Plan (EFAP)	100%	0%
Health Care Spending Account	\$250/year	

32.2 Pension Plan

The Board and the employees are participating parties in the Municipal Employees' Pension Plan in accordance with the provisions of *The Municipal Employees' Pension Act*.

ARTICLE 33 – EARLY NOTIFICATION OF RESIGNATION INCENTIVE

33.1 The Board agrees to offer the Early Notification of Resignation Incentive as outlined in the Early Notification Incentive Program Memo available on the [NESD Intranet](#)

ARTICLE 34 – DISCIPLINE PROCEDURE

34.1 The Board and Union agree that in instances where discipline is involved that the principles of progressive discipline will be followed.

34.2 In all cases where the Board considers that an employee or casual employee's conduct warrants disciplinary action the member will be advised of their right to have a Union Representative present, unless the member has waived their right to Union representation.

34.3 It is the employee or casual employee's responsibility to arrange attendance by a representative of the Union to any such disciplinary meeting. The Board shall make reasonable effort to arrange meetings at suitable times for both the member and Shop Steward.

34.4 Where an allegation of serious misconduct is made against an employee or casual employee, the Board may place the member on leave with pay pending an investigation.

34.5 An employee or casual employee will receive a copy of any disciplinary record placed on their file, including written reprimands, with a copy to the Union Business Agent.

34.6 The Board and the Union agree that after twenty-four (24) at work months, inclusive of July and August for academic year employees or casual employees, following the imposition of any discipline that the discipline shall be removed, upon written request from the member, from their personnel file provided the member has had no subsequent discipline placed on their file during this period.

34.7 With reasonable notice, an employee or casual employee may submit a request to the Human Resources Department to see their employee file during regular business hours. File contents

examined may not be removed by the member. Records will be reviewed in the presence of the Superintendent of Human Resources or designate.

ARTICLE 35 – GRIEVANCE PROCEDURE

35.1 Definition

A grievance exists when there is a dispute or difference of opinion between the Board and the Union or any employee or casual employee as to the interpretation, or application of any Article of the Agreement.

35.2 Prior to formally submitted grievances, employees or casual employees are encouraged to first discuss their complaint with their immediate supervisor. The Union and the Board shall endeavor to resolve issues prior to commencing the formal grievance procedure.

Step One

A discussion between the Union and the immediate supervisor shall take place within ten (10) working days from the date on the which the circumstances upon which the grievance was based were known or should have been known by a grievor. The supervisor shall give an oral answer to the grievor within ten (10) working days.

Step Two

- a) If the dispute is not resolved satisfactorily in Step One, a written grievance setting forth the issue, the Articles in question and the remedy requested and signed by the Union Business Agent, shall be presented to the Superintendent of Human Resources or designate by the Union within ten (10) working days of the aforementioned discussion.
- b) A meeting shall be convened by the Superintendent of Human Resources or designate with the Union to discuss the grievance within seven (7) working days of its receipt.
- c) A written decision shall be rendered by the Superintendent of Human Resources or designate to the Union within seven (7) working days of such meeting.

Step Three

- a) Failing agreement under Step Two, a written request for a meeting may be made by the Union to the Director of Education within ten (10) working days of receipt of the decision at Step Two. A meeting shall be convened by the Director of Education with the Union to discuss the grievance within seven (7) working days of its receipt.
- b) The Director of Education shall send their decision, in writing, to the Union within seven (7) working days of the meeting.

Step Four

- a) Grievances which cannot be resolved through the above may be referred to a Board of Arbitration within twenty (20) working days following receipt of the decision at Step Three.
- b) The Board of Arbitration shall consist of one (1) member appointed by the Union, one (1) member appointed by the Board, and a chairperson, mutually agreed to by the Board and the Union.

- c) Where the parties fail to agree within twenty (20) working days on the appointment of a chairperson, either party may request the Minister of Labour to make the third member appointment.
- d) The Board of Arbitration shall:
 - i. not be authorized to alter modify or amend any part of this Agreement nor render a decision incompatible with the provisions of this Agreement nor to consider any matter not pertaining to the present grievance; and
 - ii. render a final and binding decision.

35.3 The Board of Arbitration's decision shall be final and bind the Board, the Union and employee(s) concerned.

35.4 Each of the parties hereto which equally share the expense of the Chairperson of the Board of Arbitration.

35.5 There are cases in which both parties may agree to the use of a sole arbitrator.

35.6 Where a dispute involving a question of general application or where a group of employees has a grievance or in the case of a dismissal or suspension, Step One of this Article may be bypassed.

35.7 The time limits fixed in this article may be extended by written mutual agreement of the parties.

35.8 If the parties settle a grievance at Step Two or Step Three, they shall exchange written communication confirming settlement.

ARTICLE 36 – JOINT LABOUR RELATIONS MEETINGS

36.1 Labour Relations meeting will be held to discuss any questions of mutual interest other than those being the object of a grievance or those being the jurisdiction of the Health and Safety Committee. These meetings shall occur at least twice (2) per year. These meetings will include two (2) Stewards. Employees who are granted leave to attend meetings will do so without loss of pay or benefits. Requests by Stewards to attend will not be unreasonably denied.

ARTICLE 37 – NO STRIKE OR LOCK-OUT

37.1 It is agreed to by the parties hereto that there shall be no lockouts by the Board, or strikes or other collective action, which will stop or interfere with work by the Union during the term of this Agreement.

37.2 In the event of a strike, by a labour group other than those covered by this agreement, involving the employer's property or operations and no lock out by the employer, the employees may choose to remain on the job in accordance with their work obligations. Furthermore, no member of this bargaining unit shall be disciplined for refusing to cross a legal picket line.

ARTICLE 38 – SAVING CLAUSE

38.1 If any provisions of this Agreement are found to contrary to any law, the law will take precedence until amendments can be made to this Agreement to comply with the law.

ARTICLE 39 – SUCCESSOR RIGHTS & OBLIGATIONS

39.1 The parties agree that the provisions of *The Saskatchewan Employment Act* dealing with successor rights and obligations will apply.

ARTICLE 40 – DURATION

40.1 The duration of this Agreement shall be in force and effective from the date of signing, up to and including August 31, 2025 and from year to year thereafter unless written notice is given.

40.2 Either Party wishing to amend this Agreement shall give notice in writing of such desire to the other Party not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiry date of this Agreement.

Schedule 'A'

School Bus Driver:

	Current	Sept 1, 2022 3.5%	Sept 1, 2023 3.5%	Sept 1, 2024 3.5%
Daily Rate	\$52.09	\$53.91	\$55.80	\$57.75
		Flat Rate	Flat Rate	Flat Rate
KM Rate	\$0.218	\$0.23	\$0.24	\$0.24
Extra-Curricular Trips	\$15.79	\$16.34	\$16.91	\$17.50
In-service Trips	\$15.00	\$15.53	\$16.07	\$16.63
Maintenance Trips	\$15.00	\$15.53	\$16.07	\$16.63

- a) The route distance used to calculate the daily rate of pay for school bus drivers shall be the route distance, as established between Transportation Services and the school bus driver, on the last working day of September of each school year.
- b) Although the bus route may change from time to time throughout the school year, the daily rate of pay shall be based upon the route distance as of the last working day of September.
- c) For the 2022-2023 school year, the route distance will be set as of the end of the month following the signing of this agreement.

	Current	Sept 1, 2022	Sept 1, 2023	Sept 1, 2024
Town Bus Allowance	\$13.00/day	\$13.46	\$13.93	\$14.42

Town Bus Allowance will be paid to drivers whose route is exclusively within the Town of Nipawin

Special Needs Allowance	
Extra Assistance Required	\$8.00/day
Wheelchair Life	\$15.00/day

<u>Allowances</u>	Current	Sept. 1, 2022 3.5%	Sept. 1, 2023 3.5%	Sept 1, 2024 3.5%
Bus Washes Provided the bus is maintained in a clean and orderly state	\$154.43	\$162.00	\$167.00	\$173.00
Bus Plug-Ins	\$231.19	\$239.28	\$247.65	\$256.32
Casual employee Bus Plug-ins/per day	\$1.96	\$2.03	\$2.10	\$2.17

The allowance for bus washing will be paid on an annual basis by July 15th.

Plug-ins which will be paid in ten (10) equal installments from November through March. Casual employees will receive a per day allowance as outlined above.

Cell Phone Allowance

Effective, September 1, 2023, a cell phone allowance of seventeen dollars and fifty cents (\$17.50) per month shall be paid to school bus drivers.

Mechanics:

	Current	Sept. 1, 2022 2.5%	Sept. 1, 2023 2.5%	Sept 1, 2024 2.5%
<u>Journeyperson Mechanic:</u>				
Step 1	\$33.24	\$34.07	\$34.92	\$35.79
Step 2	\$34.40	\$35.26	\$36.14	\$37.04
Step 3	\$35.57	\$36.46	\$37.37	\$38.30
Step 4	\$36.73	\$37.65	\$38.59	\$39.55

Mechanic Worker:

Step 1	\$23.43	\$24.02	\$24.62	\$25.24
Step 2	\$24.83	\$25.45	\$26.09	\$26.74
Step 3	\$26.20	\$26.86	\$27.53	\$28.22
Step 4	\$27.56	\$28.25	\$28.96	\$29.68

Mechanic Helper:

Step 1	\$19.44	\$19.93	\$20.43	\$20.94
Step 2	\$20.35	\$20.86	\$21.38	\$21.91
Step 3	\$21.36	\$21.89	\$22.44	\$23.00

MECHANIC ALLOWANCES

A. Clothing Allowance

The Board agrees to provide mechanics:

- a reflective safety shell on an exchange and as required basis,
- clean coveralls on an exchange and as required basis, and
- gloves, safety glasses and hard hats.

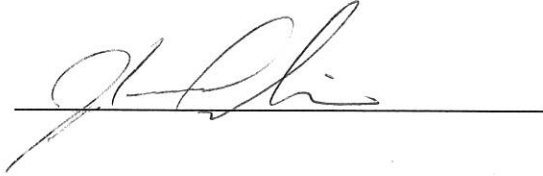
B. Boot Allowance

Effective September 1, 2022 – August 31, 2023, CSA approved footwear shall be reimbursed upon presentation of a receipt to a maximum of two hundred and fifty (\$200) dollars annually.

Effective September 1, 2023, CSA approved footwear shall be reimbursed upon presentation of a receipt to a maximum of two hundred and fifty (\$250) dollars annually.

Dated this 24th day of February, 2023 at Melfort, Saskatchewan.

ON BEHALF OF THE
Teamsters Local Union No. 395



ON BEHALF OF THE
Board of Education
of the North East School Division No. 200





Melissa White

Wanda McLeod

Jacqui Brezell

Letter of Understanding #1

Between
The Board of Education
of the North East School Division No. 200

And

Teamsters Local Union No. 395

Re: Additional Vacation time for Mechanics

It is mutually agreed that effective the date of the signing this Letter of Understanding, the terms will be defined as follows:

In the event there are common Division Office closure dates, the mechanics will have vacation entitlement increased by five (5) days for the eligibility identified in this contract. The approval of the office closure occurring and the specific dates would be decision made annually by the Director of Education and communicated no later than August 31 for the following fiscal year.

The Board may/shall give sixty (60) days' notice to terminate this Letter of Understanding.

Letter of Understanding #2
 Between
 The Board of Education
 Of the North East School Division No. 200
 And
 Teamsters Local Union No. 395

Re: Temporary Employment - Mechanic Helper (Apprentice) Thomas Horn

It is mutually agreed that the general terms will be as follows:

- An employer approved apprenticeship shall be enacted under the terms of the *Apprenticeship and Trade Certification Act, 2019* of the Province of Saskatchewan.
- A temporary position shall be established according to requirements and within the limits for training.
- The temporary position will be available for a maximum of 4 years, starting in September 2021, and will be reviewed in June of each year to ensure the required Apprenticeship Program progress is met. The maximum of four (4) years may be extended due to unforeseen circumstances.
- The Mechanic Helper (apprentice) will be provided a leave without pay to attend courses required by the Apprenticeship Branch. Such leave will not be funded by the employer.
- The rate of pay for the Mechanic Helper (apprentice) shall be:

Year	Hours	Rate
Start - Year 1	0 – 1800	Mechanic Helper Step 1
Year 2	1801 - 3600	Mechanic Helper Step 2
Year 3	3601 - 5400	68% of the Journeyperson Mechanic Step 1 Hourly Rate
Year 4	5401 - 6300	82% of the Journeyperson Mechanic Step 1 Hourly Rate
	6301	90% of the Journeyperson Mechanic Step 1 Hourly Rate

- The employer reserves the right to end the temporary contract should the Mechanic Helper (Apprentice) not meet the requirements of the Apprenticeship Program.

Letter of Understanding #3
Between
The Board of Education
Of the North East School Division No. 200

And

Teamsters Local Union No. 395

Re: Grandfathering of daily rate – Bus Driver - Kim Kerfoot

It is mutually agreed that that the terms will be defined as follows:

Due to a compensation restructuring in 2015, Kim Kerfoot – Route 68 Bus Driver is red-circled at a daily rate of \$95.54 plus vacation pay.

The employee will continue to be frozen at \$95.54 until September 1, 2024 or sooner, if the daily rate and route kilometre identified in the “Schedule A” wage grid equals or exceeds the \$95.54 rate through annual increases, and/or kilometre increases, or the employee applies for another route.