

INTERPRETIVE BULLETIN

2018-2021 Collective Bargaining Agreement

The purpose of this Interpretive Bulletin is to summarize and explain the substantive changes in the 2018-2021 collective agreement between Prairie Valley School Division and CUPE Local 5252 as agreed by all parties. This bulletin also addresses articles that often require clarification or further information for the purposes of clarity (explanatory notes relating to articles that are not changed are shown in italics).

Note that as a result of additions or deletions to the agreement, the numbering of certain sections may be different, so please always consult the current version of the contract. Changes in grammar, punctuation, spelling or wording that are of a housekeeping nature are not addressed in this bulletin.

Article 1 – Definitions

1.2 Term Employee clarifies that the summer break is not counted for term positions. For example, a vacancy that starts on June 1 and goes to August 31 would not be considered a three month term because two of the three months are over the summer break; this vacancy therefore would not need to be posted.

Article 2 – Recognition

2.6 Discipline and Dismissal adds a definition of progressive discipline, outlines the general process used to address job related behaviour or performance that does not meet expected standards and notes that the process can vary depending on the circumstances.

Article 8 – Probation

8.11 Probationary Period clarifies that the six month probationary period excludes the summer break for 10 month employees. For example, an employee who starts work on May 1 would be on probation for the months of May and June, then September through December.

8.11 also clarifies that if a member changes job classifications, the six month probationary period applies.

Article 9 - Probation

9.30(d) Loss of Seniority clarifies that an employee who permanently vacates their position, including moving to a non-CUPE position with Prairie Valley School Division, shall lose their seniority.

The bargaining team also discussed the method of tracking seniority and agreed that as of the 2019-2020 school year, a single seniority list will be maintained that includes both term and permanent employees.

Article 10 – Layoffs

Article 10.6(a) Substitute Employees on Layoff confirms that employees impacted by a layoff will continue to be paid their regular rate of pay for substitute work in any job classification. Preference for substitute work is based on seniority.

Article 11 – Vacancies and New Positions

11.3 Role of Seniority in Filling Vacancies and New Positions requires that an employee appointed to a term position must complete that term before starting another term. This provides stability for students and schools and avoids situations requiring multiple postings to fill and refill a term position.

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Article 12 – Hours of Work

12.2 Caretakers removes the staffing formula for caretaking positions (1 FTE per 24,000 square feet) and moves this formula into the Staffing Guidelines in AP 4040 – Staff Allocations, consistent with all other school-based positions.

12.31 Paid/Unpaid Rest Periods revises the language to better articulate entitlement to rest periods. School-based employees who work six hours or more are entitled to two breaks; employees who work less than six hours are entitled to one break. This was typical practice, but was not well phrased in the agreement.

12.5 Occasional Flextime and 12.6 Averaged Hours corrects language relating to classifications that are entitled to average a portion of their annual hours by removing the reference to “flexing”. Averaging hours and flexing hours are two distinct and different provisions. These two articles often cause confusion so are worthy of some clarification.

Article 12.5 provides employees the opportunity to flex their schedules slightly in order to accommodate a need where there is not a contractual leave that is applicable to the situation. It is intended to be occasional, planned in advance with the immediate supervisor and cannot interfere with the needs of students. An example might be if child care arrangements mean an employee must pick up their child an hour earlier than usual for one day next week. The immediate supervisor may permit the employee to work an extra hour prior to this date, in order to leave an hour early. This is not intended as a means for employees to build up extra ‘vacation-like’ time. Rather it is to be used in occasional situations where an employee requires some flexibility.

Article 12.6 describes Averaged Hours for some employee groups and is separate and distinct from occasional flex time. Averaged hours are intended to allow employees flexibility in scheduling where the needs of students and schools requires an employee to work hours that are outside of the normal work day. An example is the requirement for a caretaker to work on a Saturday to clean the school during a basketball tournament. The caretaker may, in consultation with the immediate supervisor and administrator, vary their schedule for the week prior to the tournament (perhaps by working 1.5 hours less each day for three days) in order to have 4.5 hours available to work the day of the tournament. Again, both parties agree that this is not used as a method of creating an alternate work schedule but is to meet the needs of students and schools outside of regular work hours. Immediate supervisors are responsible for monitoring the timesheets of employees who are allowed to average their hours to ensure that they are averaging only to the extent allowed by the agreement.

12.7 Unassigned Block Hours (UBH) simplifies allotments by converting UBH to hours from days and moving the entitlements into a single table in Schedule A. It also removes the requirement for Administrative Assistants to work five UBH days during the summer break, as not all schools require all Administrative Assistants to work the full five days. Note that the full allotment of 37.5 hours (equal to 5 days) is still available to be worked if the time is needed.

Also, please remember the following regarding UBH:

- *It is not mandatory for each employee to use the full allocation of UBH hours each year however if the immediate supervisor determines a need, the employee is required to work the hours.*
- *Administrators are to complete a plan for UBH use with every employee who is allocated hours as per APF-7310.3. This plan is to be completed at the start of the school year.*

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- *The first priority for use of UBH is to compensate employees for attending staff meetings. All employees should be included regularly in staff meetings or other team meetings as needed to ensure they are properly informed of things affecting their work.*
- *UBH is not pro-rated for FTE.*
- *If an employee works in more than one position in the same school i.e.) part time library assistant and part time administrative assistant, it is highly unlikely that they will need to or be able to use the full allocation of UBH for each position (in this case, 130 hours in total). Use APF-7310.3 to plan the hours as needed without exceeding the total.*
- *If an employee has two part-time positions in two or more schools, each principal should plan using APF-7310.3 with the understanding that the full allocation is available to that employee in each school, however scheduling conflicts may prevent the use of the full allocation in both schools. Discuss the needs and scheduling with the employee to determine the best use of the hours in accordance with student and school needs.*

Article 15 – Leaves

15.18 Family Leave is revised to increase the number of days to attend medical, dental or optical appointments or for unforeseen illness or family counselling for a family member from two days to four days.

15.21 Compassionate Leave now includes step families within the definition of immediate family.

15.31 Maternity, Parental and Adoption Leave increases the number of days an employee may take off for the birth or adoption of a child from three days to five days. This leave is intended for an employee whose partner is giving birth.

15.5 Personal Leave is revised to remove the requirement to provide the reason for the leave. As always, employees are expected to communicate with their immediate supervisor about leaves.

15.10 Union Leave is revised to provide for up to two days per month for the CUPE President and Treasurer to attend to union business. The cost of these days is reimbursed by CUPE.

Some general reminders regarding leaves of absence:

- *All employees are responsible for obtaining approval for their leaves from their immediate supervisor or Human Resources, as applicable.*
- *All leaves must be entered in Absence Management by the employee. If extraordinary circumstances prevent an employee from entering the absence, the employee is to make arrangements with the immediate supervisor for entry of the absence.*
- *APA-4072.1 lists absence codes along with the corresponding articles from the LINC, CUPE and COE agreements. If you are unsure as to which code to use, [APA-4072.1](#) and/or your immediate supervisor can provide guidance.*
- *Immediate supervisors are responsible for reconciling absences, which involves verifying the date, absence reason, absence duration, substitute name and duration and for catching any absences that are not entered.*

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15.4 Compassionate Care Family Leave is unchanged but is often misunderstood. This leave is granted in cases where an employee is requesting an unpaid leave to care for a family member who is terminally ill. Employees in this situation may be eligible for Employment Insurance benefits upon providing required documentation to Service Canada along with an application for benefits.

*This leave is distinct from 15.22 Bereavement Leave and 15.23 Serious Illness/Injury Leave. Compassionate Care Family Leave requires a request to Human Resources and is an **unpaid leave**.*

Article 17 - Wages

17.11 Pay Dates and 17.12 Summer Savings are revised to reflect twice monthly pay dates, as per current practice and *The Saskatchewan Employment Act*.

17.22 Substitute Wages is revised to specifically address pay rates for substitute work. The key change is that as of September 1, 2019, regular employees (either permanent or temporary) will be paid in accordance with the classification they are choosing to sub in and at the employee's current step.

For example, an Administrative Assistant at step 3 of the grid who chooses to sub as an Educational Assistant will be paid at step 3 of the Educational Assistant grid. This is equitable as employees will be paid for the work they are doing. (At present, an Administrative Assistant subbing as an Educational Assistant is paid on the Administrative Assistant grid, which is a higher rate of pay than a regular Educational Assistant would earn for the same work.) If retired/terminated employees return to substitute/casual work, they will be paid on step 1 of the sub grid, not their "old" step.

Remember that Article 10.6(a) Substitute Employees on Layoff confirms that employees impacted by a layoff will continue to be paid their regular rate of pay for substitute work in any job classification.

17.34 Magnet Routes is a new section that articulates how drivers on magnet routes will be paid. The daily rate of pay is based on 4.5 hours at the charter rate and is more equitable than the previous, undocumented method which paid a full, additional daily base rate plus a kilometer allowance.

17.35 Annual Retention Bonus is an annual bonus paid to permanent bus drivers in recognition of the difficulty in recruiting and retaining bus drivers in many areas of the school division. The total amount of this bonus is unchanged, however, the base amount will be reduced based on personal leave days in excess of days allowed in 15.5 Personal Leave. For example, an employee who takes three personal leave days (the maximum allowed under 15.5) and works the entire year will receive the full \$600 bonus, paid in September for the previous year. An employee who takes 13 days (10 more than allowed under 15.5) will receive \$550. An employee who takes 30 personal leave days (27 more than allowed under 15.5) will receive \$477.

This change to the bonus structure is intended to improve equity so that employees who limit their personal leave to the three days provided in the agreement will receive a higher bonus than those who choose to take additional days. Note that additional days of personal leave are only considered in exceptional situations and not because of vacation plans.

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Article 18 – Expense Reimbursements

18.22 Reimbursement for Electricity (bus plug-in) is revised from a flat amount to a formula so that the reimbursement will be updated annually using SaskPower’s [consumption calculator](#) and the formula in the agreement.

Other expense reimbursements are now listed in Schedule C for easier reference.

Article 19 – Pension and Group Benefits

19.3 Group Benefits While on Unpaid Leave of Absence (not including layoff) is revised to stipulate that the employer will pay group benefit premiums on behalf of employees who are in receipt of Workers’ Compensation. If you paid your own benefit premiums while receiving WCB benefits over the past 12 months, please contact HR@pvsc.ca with the details.

Please remember that employees continue to have access to the Employee and Family Assistance Plan (EFAP) that provides free of charge, short term counselling and support in a variety of areas. Look on InSite under Human Resources/Support Staff or click [here](#) for more information.

Article 21 - Lunch Hour Supervision and Extra-Curricular

21.2 Extra-curricular Activities is revised to add a new category of recognition for employees who complete 220 hours or more of extra-curricular supervision at the rate of one day’s pay at Step 1, Class 4 of the provincial teachers’ grid.

Also please note that the rate for noon hour supervision was increased from \$16.22 per hour to \$18.00 per hour as of February 2019.

Schedule A – Pay Periods, Non-student working days, Unassigned Block Hours and Statutory Holidays

This table is revised to clarify and simplify the information. It now includes pay periods per year (20 or 24), hours per day (6.17 to 8), whether the classification has fixed or averaged hours, the number of non-student working days (3 to 13), unassigned block hours expressed in hours (0 to 97.5) and statutory holidays (10 or 12).

The “Number of Non-student Working Days” column replaces the previous “Days/Year” column. To determine your total working days in a year, take the student days as set by the Board annually (182 for 2018-2019 and 2019-2020) and add the non-student working days from the table in Schedule A. Non-student working days are revised for Administrative Assistants, Library Assistants, Social Workers, Family Liaison Workers and Community School Coordinators and in some cases Unassigned Block Hours are also adjusted, to take into account the needs of schools and employees.

Hours per day are adjusted from 7.5 hours to 8 hours for Nutritional Coordinator.

Schedule C – Rates of Pay

Schedule C is updated to reflect annual increases of 1.0% (2018-2019), 1.5% (2019-2020) and 1.5% (2020-2021). In addition, the grid for Family Liaisons is increased to be equal to the grid for Administrative Assistants.

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Retroactive pay for September 2018 through June 2019 will be paid by September 15, 2019 to allow Payroll staff sufficient time to prepare the calculations over the sum. Retroactive pay owing will not be included in summer 2019 Records of Employment; the 1% increase for two months will have a minimal impact on 2018-2019 insurable earnings and will be included in 2019-2020 insurable earnings. Please do not ask Payroll to provide estimates of gross or net retroactive pay.

Revised substitute rates are effective as of the month following contract ratification.

Wage and vacation increments are unchanged; here is a reminder of how they work:

Type of Increment	Applicable Date	Service that Counts	Service that does not Count
Wage	Annually, on the first of the month in which you started a permanent position. Your date resets if you are rehired following a resignation.	<ul style="list-style-type: none"> - Permanent position - Term position - Paid leaves of absence 	<ul style="list-style-type: none"> - Maternity leave - Unpaid general leave - Layoff - Casual/substitute work
Vacation	Annually, on the anniversary date of your hire into any position. Your date resets if you are rehired following a resignation.	<ul style="list-style-type: none"> - Permanent position - Term position - Maternity leave - Other unpaid leaves - Layoff - Casual/substitute 	n/a

When moving from one classification to another (for example, from Educational Assistant to Administrative Assistant or Bus Driver to Educational Assistant), if the wage grid is the same for both positions your increment date will not change. If the wage grid is higher in the new position, you will increment annually from the date of hire into the new position.

When moving to a position with a higher wage grid, you are not automatically moved to the same step as your current wage. Your new rate of pay will be the hourly wage which is the same as your current or the next higher wage. For example, an Educational Assistant at step 3 (\$21.14 per hour) with an increment date of February 1 accepts a position as an Administrative Assistant with a start date of September 15. The employee will be placed at step 2 of the Administrative Assistant grid (\$21.57 per hour) and will increment on September 1 in subsequent years.

The exception is when a bus driver moves to a different position (e.g., Educational Assistant, Administrative Assistant). Bus drivers are paid a daily rate that does not translate to an hourly rate and only have three steps on the grid. A bus driver will be credited for years of service in their placement on the grid of the new position, to a maximum of step 3. The new increment date will be adjusted to reflect the date of hire into the new position.