

COLLECTIVE AGREEMENT

between

**THE BOARD OF TRUSTEES
ST. ALBERT PROTESTANT SEPARATE SCHOOL
DISTRICT No. 6**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1099**

September 1, 2010 – August 31, 2012

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THIS AGREEMENT is made and entered into this 11th day of May, 2011.

BETWEEN: The St. Albert Protestant Separate School District No. 6
(hereinafter called "the Board")

OF THE FIRST PART

AND: The Canadian Union of Public Employees, Local 1099
(hereinafter called "the Union").

OF THE SECOND PART

PURPOSE

The parties hereto have bargained collectively and have come to an Agreement in respect to wages, hours of work and other conditions as set forth herein. The Board and the Union agree as follows:

1. Union Recognition

1.1 The Board recognizes the Union as the collective bargaining agency on behalf of all employees, excluding all certified teaching personnel, the Superintendent of Schools, the Deputy Superintendent, the Associate Superintendent Finance, the Executive Assistant to the Superintendent/Board Secretary, the Administrative Assistant to the Deputy Superintendent, the Executive Assistant to the Deputy Superintendent, the Executive Assistant to the Associate Superintendent of Finance, the Coordinator of Communications, the Coordinator of Information Systems, the Manager of Facilities Services, the Manager of Transportation Services, the Supervisor of Facilities Services, and those employed in a confidential capacity in matters relating to labour relations.

2. Definition

2.1 Deputy Superintendent, wherever used throughout this Agreement means the Deputy Superintendent, Human Resources.

3. Grievances

3.1 If any differences concerning the interpretation, application, operation or any alleged violation of the Agreement arises between the Board and its employees, the alleged violation shall be dealt with as follows:

3.1.1 An employee who has a grievance may, together with a Union representative, present it to his/her immediate supervisor in writing within thirty (30) days of the occurrence of

any alleged violation of the Agreement. The supervisor shall provide a written reply to the employee within five (5) days.

- 3.1.2 In the event that the matter is not satisfactorily adjusted by the supervisor, the employee may submit to the Superintendent/designate as soon as possible, and in any case, not later than seven (7) days after the answer of the supervisor, particulars of the grievance and the redress sought.
- 3.1.3 The Superintendent/designate shall, if requested, meet with the employee within seven (7) days of the submission at which time the Union may make representation on behalf of the employee. The decision of the Superintendent/designate will be sent to the Union and the employee within three (3) days after the hearing.
- 3.1.4 If the employee is not satisfied with the decision of the Superintendent/designate, the Union may within seven (7) days of that decision submit the matter to the Board. The Board or a committee of the Board shall meet within fourteen (14) days of the submission to consider the case, at which time the Union may make representation on behalf of the employee. The decision of the Board or its Committee will be sent to the Union and the employee within three (3) days after the hearing.
- 3.1.5 If the employee is not satisfied with the decision of the Board, the Union may submit the matter to a grievance arbitration panel and shall so notify the Board in writing, within thirty (30) days of the meeting of the Board or its Committee.
- 3.1.6 The grievance arbitration panel shall consist of three (3) members. The Board and the Union shall each appoint one (1) member to the panel and so advise the other party in writing of the name and address of the appointee within thirty (30) days of the meeting of the Board or its Committee. The third member of the panel shall be the chairman who shall be selected and appointed jointly by the two panel members appointed by the Board and the Union.
- 3.1.7 The grievance arbitration panel shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
- 3.1.8 The grievance arbitration panel shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 3.1.9 The findings and decisions of a majority of the grievance arbitration panel is the award of the panel which shall be final and binding upon the parties and upon any employee affected by it. In the event of no majority, the decision of the chairman governs and it shall be deemed to be the award of the panel.
- 3.1.10 Each of the Board and the Union shall bear the expense of its respective appointee to the grievance arbitration panel, and both parties shall bear equally the expense of the chairman.

- 3.1.11 All of the grievance procedure time limits shall be exclusive of Saturdays, Sundays and statutory holidays. Any of the time limits may be extended at any stage upon written consent of the Board or the Superintendent/designate (where applicable) and the Union.
- 3.1.12 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Clause 3.1.1 of this Agreement may be by-passed.
- 3.1.13 Failure of the grievor or Union representative to adhere to any of the procedural time limits shall result in the termination of the grievance. Failure of the Board to adhere to any of the procedural time limits shall permit the employee to advance the grievance to the next step in the procedure.
- 3.1.14 Where a grievance arises as a result of a suspension or dismissal of employment, the grievance may be commenced in writing at Clause 3.1.3 within thirty (30) days of when the grievor first became aware of the suspension or dismissal.

4. **Management**

- 4.1 The Board agrees that no employees, other than those defined in clauses 7.3.2, 7.2 and 7.5 of this Agreement, can be dismissed or disciplined without just cause.
- 4.2 The Union recognizes that it is the right and function of the Board to manage the affairs of the School District including its operation and the direction of the working forces.
- 4.3 The Board also has the right to make and alter from time to time rules and regulations which are to be observed by the employees. Such rules and regulations shall not be inconsistent with this Agreement.

5. **General Provisions**

- 5.1 Both the Board and the Union agree that there shall be no discrimination, interference, restraint or coercion against any employee because of race, colour, creed, nationality, sexual orientation, gender, political affiliation, or membership or non-membership in the Union.
- 5.1.1 No permanent employees shall lose their employment, suffer a reduction in wages or normal hours of work, as a result of contracting out, during the period of September 1, 2010 to August 31, 2012, at which time this subclause expires and does not continue forward.
- 5.2 Union activity may take place within the Board's premises with approval of the Deputy Superintendent. At no time shall any Union activity interfere with the programs and services of the Board.
- 5.3 There shall be no strike, slow-down or lockout during the life of this Agreement.

- 5.4 No employee covered by this Agreement shall be required or permitted to make any written or oral agreement with the Board or its representative which may conflict with the terms of the Agreement.
- 5.5 The Board shall provide bulletin board space dedicated solely for CUPE use which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings. Any other notices shall require approval of the Board or its designate prior to posting.
- 5.6 Whenever the masculine or feminine is used in this Agreement, it shall be considered as if the feminine or masculine has been used where the context of the party or parties hereto so require.
- 5.7 An employee shall have the right to have access to his/her personnel file upon reasonable notice and to respond to anything contained therein in writing, the response to be included in the employee's file.
- 5.8 An employee or group of employees shall have the right upon request, to have a shop steward or Union officer present at any discussions with supervisory personnel that may have a significant impact on the current collective agreement or working conditions of the employees. Such attendance shall be at the expense of the Union. This clause shall not prevent the meeting from occurring if a Union representative is not available. However, in the case of a disciplinary meeting, the employee shall be informed of his/her right to Union representation and shall be given at least four (4) hours notice to arrange for Union representation unless immediate disciplinary action is required.
- 5.9 Where the Employer determines an employee has been overpaid, the Employer has a right to recover the overpayment. The Employer shall consult with the employee to determine an agreeable schedule for repayment. The Employer will endeavour to identify a schedule for repayment which would avoid creating an undue hardship for the employee.

6. Union Membership and Dues

- 6.1 Any employee has the right to decide to join or not to join the Union. However, should an employee decide to become a member of the Union, then as a condition of employment, he/she must maintain his/her membership in the Union.
- 6.2 The Board shall deduct from each employee's salary an amount equal to the Union dues, as the Union may establish, and remit same to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month.
- 6.2.1 The Union agrees any employee hired under special government funded programs shall be exempt from paying union dues.
- 6.3 The Union dues cheque shall be accompanied by a list of names of those employees from whose wages Union due deductions have been made. At least twice per year the list of names shall include home addresses of the employees.

7. Employee Definitions

- 7.1 **Regular Employee** - shall be one who has been in the Board's service for a period of six (6) months continuous service, and who is employed to fill either a regular full-time position or a regular part-time position, subject to clause 8.1.
- 7.2 **Regular Part-time Employee** - shall be one who is employed to fill a regular staff position but at less than the normal hours of work. Wages and seniority of a part-time employee shall be prorated according to the proportion his/her hours of work bear to the normal hours of work.
- 7.3 **Temporary Employee** - shall be either:
- one who is hired for a period of more than three (3) months and less than twelve (12) months for a new position not of a regular nature; or
 - one who is hired as sick relief or to replace an employee who is on a leave of absence for a period of more than three (3) months and less than twenty-four (24) months.
- 7.3.1 The rate of pay shall be that which applies to the position being filled. Should the position be extended beyond twelve (12) months in the case of a new position, or twenty-four (24) months in the case of sick relief or leave of absence, the position shall become permanent and the job shall be posted.
- 7.3.2 If the temporary position arises as the result of sick relief or leave of absence, the temporary employee will be deemed to be terminated with no recourse upon the return of the incumbent.
- 7.4 **Casual Employee** - shall be one who is hired for a period of three (3) months or less and shall receive only those benefits required by law and the wages stated herein. If an employee is hired to fill a casual position that extends beyond the three (3) month period, it shall become a temporary position and the rate of pay shall be that which applies to the position being filled. This rate of pay will be applicable from the starting date of the position.
- 7.5 **Lunch room supervisors** - shall receive only those benefits required by law and the wage rate specified herein.

8. Probationary Period

- 8.1 **Probationary Employee** - shall be one with less than six (6) months continuous service who was employed to fill a regular full-time or regular part-time position. Employees may have their probationary periods extended up to an additional three (3) months at the option of the Board. The Union shall be notified of such an extension.
- 8.2 **Temporary Employee** - will be required to serve a six month probationary period during which time the employee can be dismissed without just cause.
- 8.3 **Casual or Regular Part-time Employee** - in the event that a casual or part-time employee obtains a regular full-time position, his/her service as a casual or part-time employee during the preceding twenty-four (24) months will accumulate toward completion of the probationary

period (to a maximum credit of three (3) months), provided that the regular position is in the same section in which the casual or part-time employee was engaged.

9. **Seniority**

- 9.1 Seniority is defined as the length of service of regular and regular part-time and temporary employees in the bargaining unit and shall be used in determining preference or priority for layoffs and recall.
- 9.2 The Board shall maintain seniority lists, one clerical and one custodial, showing the date upon which each employee's service commenced. Up-to-date seniority lists shall be sent to the Union in January of each year and upon request; however, not more frequently than at three (3) month intervals. Seniority shall operate on a section wide basis in each unit, clerical and custodial. The list can be provided in electronic form.
- 9.2.1 For purposes of this Article, custodial includes Maintenance Workers, Custodians, Caretakers, and Caretakers-Floater and such other classifications as may be agreed to from time to time. Clerical includes other classifications in Appendix A and such other classifications as may be agreed to from time to time but excludes all classifications included in custodial.
- 9.3 Notwithstanding clause 8.3, during the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period, without recourse to the Grievance Procedure, unless the Union claims discrimination as the basis for termination. After completion of the probationary period for a regular or regular part-time or temporary employee, seniority shall be effective from the original date of employment including appointment as a temporary.
- 9.4 Any leave of absence of more than thirty (30) days shall not be counted toward the accumulation of the seniority of any employee, with the exception of any absence compensable by the Workers' Compensation Board and/or sick leave in which case such absence up to one (1) year shall count toward the accumulation of seniority.
- 9.5 Retention of Seniority Rights - The Christmas, Spring and Summer Recesses will not affect the seniority or continuity of an employee's employment.
- 9.6 In the event that the Board shall merge, amalgamate or combine any of its operations or functions with another Board, the Board agrees to negotiate the melding of seniority rights for all employees of the new Board.
- 9.7 Notwithstanding clause 9.4, an employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Board.

An employee shall only lose his/her seniority in the event:

- 9.7.1 He/she is discharged for just cause and is not reinstated.

- 9.7.2 He/she resigns in writing.
- 9.7.3 He/she is absent from work in excess of five (5) working days without sufficient cause.
- 9.7.4 He/she fails to return to work within three (3) working days following a layoff, after being so notified by registered mail or by letter delivered by courier, with the exception of illness or for reasons consistent with clause 15 of this Agreement.
- 9.7.5 He/she is laid off for a period longer than one (1) year.

10. Promotions and Transfers

- 10.1 When a new permanent position is created or a vacancy occurs in a permanent position, the Board shall notify the Union and employees in writing and post notice of the position on all bulletin boards for five (5) working days, so that all employees will be aware of the vacancy or new position and be able to make written application for the position. Such notice shall contain the following information:
 - 10.1.1 Nature of position, required knowledge and education, ability and skills, shift, and wage and salary rate and range.
- 10.2 Both parties recognize the principle that job opportunity should increase in proportion to seniority.

Seniority, where qualifications, required knowledge, education, experience, skills and ability are relatively equal, shall be used in determining preference or priority for promotion and transfer.
- 10.3 Notwithstanding 10.1 and 10.2 positions designated by the employer as return-to-work positions may be filled by the employer with employees needing modified duty upon return to work. In such cases, the employer will not be required to post the positions and seniority provisions will be waived.
- 10.4 Appointments from within the bargaining unit shall be made within three (3) weeks of posting; notwithstanding the foregoing, in the event that none of the applicants are suitable, the Board may make the appointment from any source.
- 10.5 If an employee is promoted or transferred to a position covered by the Union's Certificate, then the promoted or transferred employee shall be considered to be on a trial period of three (3) months in his/her new position. The trial period may be extended another three (3) months if necessary. The Union will be notified before an extension is implemented giving the reasons therefore. Should this employee be unsatisfactory in his/her new position, the employee will revert to his/her former or comparable position and wage rate.
 - 10.5.1 Should the employee request a transfer back to his/her previous position during the trial period for personal reasons, the request may be approved provided that the original

position is vacant. In the event the position is not vacant, the employee may be transferred to a similar or alternate position.

- 10.6 Within five (5) working days of the date of appointment to a vacant position, the name of the appointee shall be telephoned to each internal applicant who was interviewed.

11. **Job Classification and Reclassification**

- 11.1 It is agreed that the Board may institute new classifications and that the wages for these classifications shall be subject to negotiations between the Board and the Union. If the parties cannot agree, then the Board shall establish a wage rate and the Union may submit the matter directly to arbitration through the Grievance Procedure in Article 3. The positions shall be advertised in accordance with the procedures set forth in this Agreement.
- 11.2 The Employer agrees to maintain classification specifications for all employees for which the Union is the bargaining agent. The Board shall provide copies of newly created classification specifications to the Union when applicable. Upon request by an employee, but not more than once per year, the Employer shall supply a classification specification to the employee.

12. **Layoff and Rehiring Procedure**

- 12.1 Both parties recognize that job security should increase in proportion to the length of seniority. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority, providing the remaining employees are qualified to do the work. Laid off employees shall be recalled in the order of their seniority in the event of any vacant positions, providing the employee is qualified to do the work and has left a forwarding address with the District Office. No new employees will be hired until those laid off have been given an opportunity of re-employment.
- 12.2 Notification of Layoff - The Board shall notify employees, other than casual employees, who are to be laid off, ten (10) working days for regular employees and five (5) working days for probationary employees before the layoff is to be effective. Such notice shall be in writing. The Board may make payment in lieu of notice.
- 12.3 Continuation of Benefits - In the event of a layoff, employees so affected will be given the right to continue benefit plans through direct payments by the employee for a period not exceeding six (6) months subject to the requirements of the plans. This clause shall be noted on all layoff notices received by employees of the Board.
- 12.4 If an employee is brought back on staff following a layoff not exceeding sixty (60) working days, his/her accumulated sick leave benefits will be reinstated. Notwithstanding the above, the Board in its discretion may authorize the reinstatement of an employee's accumulated sick leave following a longer period of layoff.
- 12.5 The accrual of seniority and sick leave shall not be affected by a layoff of thirty (30) days or less.

13. **Re-engagement of Former Employees**

13.1 When an employee leaves the Board's service and is later re-engaged, his/her seniority and other benefits shall date only from the time of his/her re-engagement.

14. **Hours of Work**

14.1 The normal hours of work for Maintenance staff shall be eight (8) hours per day and forty (40) hours per week and for Custodians, Caretakers and Caretakers-Floater shall be seven and one-half (7 1/2) hours per day and thirty-seven and one-half (37 1/2) hours per week between the following daily hours. There shall be no split or rotating shifts except for the daytime Caretakers and Caretakers-Floater.

14.1.1 Maintenance Staff
- 6:00 a.m. to 6:00 p.m.
30 minutes off for lunch

14.1.2 Custodians, Caretakers and Caretakers-Floater
- 6:00 a.m. to 11:30 p.m.
(full-time)
30 minutes off for lunch

14.2 Part-Time Caretakers
- as required between
6:00 a.m. to 11:30 p.m.

14.3 The normal hours of work for the following classifications shall be seven (7) hours per day and thirty-five (35) hours per week between the following daily hours:

14.3.1 Human Resources staff - 6:00 a.m. to 5:00 p.m.

14.3.2 School secretaries and other clerical staff as defined in Article 9.2.1 -
7:00 a.m. to 5:00 p.m.

Full-time clerical employees shall be entitled to a one (1) hour unpaid lunch period per day. Part-time employees, who work a minimum of four (4) hours per day, shall be entitled to a one-half (1/2) hour unpaid lunch period.

14.4 During Christmas, Spring Break or Summer Vacations, all employees shall revert to a daytime working schedule with the exception of the District Office custodian and caretakers who shall continue normal hours of work.

14.5 A full-time employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift. A part-time employee shall be entitled to one such rest period.

14.6 For the purpose of computing the average hourly rate of pay for monthly rated clerical staff, one hundred and fifty-two (152) hours shall constitute a full working month. Custodial employees shall be based on one hundred and sixty-three (163) hours. Maintenance employees shall be based on one hundred and seventy-three (173) hours.

14.7 14.7.1 The Board may implement flex hours during Christmas, Spring Break or Summer Vacation with the agreement of the Superintendent or designate and the employee. It is understood that overtime on a daily basis shall not apply due to flex time.

14.7.2 The Board may implement flex hours to accommodate High School hours of operation with the agreement of the Superintendent or designate and the employee. It is understood that overtime on a daily basis shall not apply due to flex time.

15. **Pay Periods**

15.1 All employees covered by this Agreement, with the exception of casual and lunch supervisors, shall be paid so as to provide them one (1) full banking day on or before the last day of a calendar month. The final date for inclusion of overtime credit or absence without pay debit shall be the fifteenth (15th) day of the month for which payment of wages is calculated. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime and deductions.

15.2 The casual and lunch supervisors will be paid on the tenth (10th) of the month with the final date for inclusion of hours being the last day of the previous month.

16. **Annual Vacation**

16.1 Definitions:

16.1.1 **Vacation Time** - Annual vacation time with pay granted to an employee.

16.1.2 **Vacation Credit** - Refers to vacation time earned.

16.1.3 **Week Day** - Any day other than a Sunday and Saturday.

16.1.4 **Work Day** - Any day on which attendance at a place of duty is required of any employee or employees.

16.1.5 **Year** - A year for purposes of 16.2 is a year ending August 31.

16.1.6 **Year** - A year for purposes of 16.3 is a year of service, ending on the employee's employment anniversary date, irrespective of the employee's regular hours of work within the year of service.

- 16.2 An employee shall take vacation time according to a pre-arranged schedule authorized by the Deputy Superintendent with timing dependent on operational requirements. Individual employees shall be consulted on the schedule prior to the decision by the Deputy Superintendent. The Board may allow an employee to carry forward up to ten (10) working days vacation time for one (1) year.
- 16.3 An employee shall accumulate paid vacation hours, based on regular hours of work, in accordance with the employee's years of employment at the following rates (the equivalent number of vacation days is provided below for information purposes only):
- Less than one (1) year:
Six percent (6%) - equivalent to one and one-quarter (1 1/4) working days for each month
- One (1) Year or more:
Six percent (6%) - equivalent to fifteen (15) working days
- After Eight (8) Years:
Eight percent (8%) - equivalent to twenty (20) working
- After Thirteen (13) Years:
Ten percent (10%) - equivalent to twenty-five (25) working
- After Twenty-Five (25) Years:
Twelve percent (12%) - equivalent to thirty (30) working days
- 16.4 Entitlement to vacation time shall be calculated based on vacation credits earned per month. Employees who are absent, to a maximum of six (6) months in any year, on sick leave or as a result of an accident compensable under the Workers' Compensation Act, shall not lose vacation credit as a result of such absence.
- 16.5 If any day within a period of an employee's vacation time is a statutory or proclaimed holiday (clause 18) extra time of one (1) day for each such holiday shall be allowed and shall be taken by the employee immediately after the period of vacation time or at such other time as may be authorized provided that when vacation time is authorized to be taken in two (2) or more separate periods, extra time shall be allowed for such holidays falling on only one of those periods.
- 16.6 For the purposes of this Agreement, the twenty-fifth (25th) and twenty-sixth (26th) days of December, but not any other day on which the District offices are closed for the Christmas season as in clause 16.5 above, shall be deemed statutory holidays. Employees shall not be required to access their accumulated vacation for any days or portion thereof that are paid holidays declared by the Board.
- 16.7 An employee who takes additional time following a period of vacation time without the prior authorization of the Deputy Superintendent, or without good and sufficient reason, may be subject to discipline up to and including dismissal.

- 16.8 When an employee is allowed to take any leave of absence, other than sick leave, in conjunction with a period of vacation time, the vacation time shall be deemed to precede the additional leave of absence.
- 16.9 Employees whose normal hours of work do not include the Christmas, Spring and Summer Recesses and who do not use their vacation credits by July 1st, shall be paid out in a separate direct deposit at the end of July. Upon termination of the service of an employee, any remaining vacation credits will be paid out.
- 16.10 Where an employee can demonstrate to the Board's satisfaction that during his/her vacation period he qualified for sick leave or bereavement leave, there shall be a re-scheduling of such vacation entitlement.

17. **Leave of Absence**

- 17.1 In addition to leaves granted under articles 16, 17.3 - 17.7, 18 and 19, the Deputy Superintendent may at his/her discretion, grant leave of absence with or without pay and with or without benefits for such period as he/she deems adequate.
- 17.2 All applications for leave of absence under this article shall be made in writing to the Deputy Superintendent.
- 17.3 An employee with at least twelve (12) months continuous service with the Board shall be eligible for maternity leave under the following conditions:
- 17.3.1 Maternity leave shall be without pay, sickness allowances or Board contributions to staff benefit premiums except during any period(s) of such leave which are health related as determined by the employee's physician or in accordance with clause 19.3;
 - 17.3.2 During such period(s), the employee shall access sick leave benefits through the employer funded and registered Supplementary Unemployment Benefits (SUB) Plan, which shall not reduce the employee's sick leave entitlement under clause 19.1;
 - 17.3.3 The employee shall be required to apply for Employment Insurance benefits to access the registered SUB plan;
 - 17.3.4 The benefits under the SUB plan are a substitution for and to the exclusion of any other benefits set out in this agreement that might otherwise be available for such periods of absences.
- 17.4 On return from maternity leave, an employee shall be placed in his/her previous classification and where possible in his/her previous position.
- 17.5 An employee shall be granted a maximum of five (5) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death or serious illness of a parent, wife, husband, common-in-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, former guardian, fiance, or any second degree relative who has been

residing in the same household. In addition, the Deputy Superintendent may at his/her discretion grant such leaves in the case of death or serious illness of other persons. Where burial occurs outside the province, such leave shall include as well, reasonable travelling time without pay.

17.6 One-half (1/2) day leave shall be granted without loss of salary to attend a funeral as a pallbearer. An additional one-half (1/2) day without loss of salary may be granted at the discretion of the Deputy Superintendent.

17.7 Union Functions - Subject to operational requirements, leave of absence without pay and without the loss of seniority shall be granted upon request to the Deputy Superintendent to employees elected or appointed to represent the Union at Union functions. The Board will, however, pay the above employees their regular pay as though they had worked, billing the Union for time lost and any other deductible benefits during the leave of absence.

18. Statutory Holidays

18.1 The following holidays with pay will be granted:

18.1.1	New Year's Day	Victoria Day
	Labour Day	Remembrance Day
	Good Friday	Easter Monday
	Canada Day	Thanksgiving Day
	Christmas Day	Boxing Day
	Family Day	

and any other day declared as a national or provincial holiday.

18.1.2 When any of the above noted holidays, except Remembrance Day, fall on a Saturday or Sunday, and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purposes of this Agreement.

18.2 Local Holidays - Employees shall have leave with pay on any day duly proclaimed as a civic holiday within the City of St. Albert under the provision of the City Act.

18.3 In order to qualify for statutory holiday pay, employees will be required to work a full shift on the last scheduled working day immediately prior to and the first scheduled full working day immediately following the holiday, unless on leave of absence or sick leave for not more than thirty (30) days.

19. Sickness

19.1 Definitions (for the purposes of this article only):

19.1.1 **Illness** - Any illness, injury or quarantine restriction affecting an employee, but not including the non-health-related portion of maternity leave.

- 19.1.2 **Casual Illness** - An illness which causes an employee to be absent from duty for a period of three (3) successive work days or less, and includes medical and dental appointments.
 - 19.1.3 **General Illness** - An illness which causes an employee to be absent from duty for a period of more than three (3) successive work days.
 - 19.1.4 **Medical Certificate** - A certificate stating the duration of an employee's illness including the health-related portion of maternity leave, made on the letterhead of and signed by a medical doctor in attendance.
 - 19.1.5 **Work Day** - Any day on which an employee is expected to be on duty.
- 19.2 A regular employee shall be entitled to sick leave pay benefits. Regular part-time employees shall also be entitled to sick leave pay benefits pro-rated according to the proportion which their hours of work bear to the normal hours of work. The following terms and conditions shall apply to sick leave pay benefits to which regular employees are entitled:
- 19.2.1 All regular employees shall be entitled to accumulate annual sick pay credits from the date of employment at the full pay rate of one and one-half (1 1/2) days per month.
 - 19.2.2 The unused portion of sick leave in any year may be cumulative from year to year to a maximum of ninety (90) days. The daily rate of pay for sick leave used shall be one hundred percent (100%).
 - 19.2.3 Proven abuse of sick leave regulations by any one employee may be cause for discipline, up to and including dismissal.
 - 19.2.4 The Board will advise each employee of his/her accumulated sick leave in September of each year.
 - 19.2.5 Upon 90 continuous calendar days absence for illness, an employee shall be required to apply for Extended Disability Benefits and no further compensation shall be provided by the Board.
- 19.3 Evidence of Illness:
- 19.3.1 Any illness causing the absence of an employee from duty must be reported to his/her supervisor as soon as possible and a medical certificate must be submitted to the District Office in respect of any employee who suffers an illness which causes him to be absent from duty longer than three (3) working days. Notwithstanding, where the Board deems it necessary, employees may be required to submit a medical certificate at an earlier date.
 - 19.3.2 In the case of prolonged absence caused by general illness, an employee may be required to be examined by a medical doctor appointed by the Board who shall submit

a medical certificate as to the condition of the employee, the further time considered requisite for his/her complete recovery and a statement as to his/her fitness for work.

19.3.3 An employee, who refuses to be so examined or who fails to furnish a certificate satisfactory to the Board, may be denied sick benefits under these regulations.

19.3.4 Medical Exams - In accordance with Section 98 of the School Act, the Board may require any person employed by it to undergo a medical examination by a physician named or approved by the Board.

19.4 Sick Leave Without Pay - Up to a maximum of six (6) months sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

20. Overtime

20.1 All time worked beyond the normal hours of work as described in article 14 of this Agreement or on a holiday shall be considered as overtime.

20.1.1 Clerical employees, as defined in Article 9.2.1, scheduled to work less than seven (7) hours in one (1) day will be entitled to overtime rates after seven (7) hours of work.

20.1.2 Custodial employees scheduled to work less than seven and one-half (7 1/2) hours on one (1) day will be entitled to overtime rates after seven and one-half (7 1/2) hours of work.

20.2 Overtime rates shall apply for work as follows:

20.2.1 On a Regular Work Day - Time and one-half (1 1/2) for the first four (4) hours of overtime and double (2x) time after four (4) hours of overtime in any one day or shift.

20.2.2 On a Regularly Scheduled Day Off - Double time (2x).

20.2.3 On a Holiday - Time and one-half (1 1/2) plus another day off at a time mutually agreed upon by the Deputy Superintendent and the employee.

20.3 Employees shall not be required to, but shall have the option of time off in regular hours to equalize any overtime rated hours at a time mutually agreed upon by the Deputy Superintendent and the employee. Employees may request, in writing, by November 15th of each year, a payout of all or part of his/her overtime not utilized through time off. Employees shall be paid the requested payout at the end of December of each year. The maximum amount of time that can be accumulated in lieu of overtime pay is forty (40) hours.

20.4 Minimum Call Back Time - Every employee who is called out and required to work in an emergency outside his/her normal hours of work as described in article 14 of this Agreement shall be paid for a minimum of three (3) hours at overtime rates, and shall be paid from the time he

leaves his/her home to report for duty until the time he arrives back upon proceeding directly from work.

- 20.5 Employees in the Maintenance Department, who are required to do standby duty, shall be paid at the rate of eleven (\$11.00) dollars per day for week days - Monday through Friday inclusive and thirty-three (\$33.00) dollars per day for weekends or statutory holidays. These rates shall be in addition to Article 20.4. Effective September 1, 2011, the standby rate shall be increased to twenty-two dollars (\$22.00) per day for week days and sixty-six dollars (\$66.00) per day for weekends or statutory holidays.

21. **Pay Grades and Work Classifications**

- 21.1 Pay grades and work classifications shall be according to Appendix A attached to and forming part of this Agreement.
- 21.2 When an employee, other than a casual employee, is assigned in writing to a higher classification, that employee shall be paid in the higher classification from the first (1st) day of the assignment.

22. **Local Authorities Pension Plan, Alberta School Employee Benefit Plan and Alberta Health Care Plan**

- 22.1 **Local Authorities Pension Plan** - All employees eligible to participate as full-time permanent members as defined by Local Authorities Pension Administration shall be members of the Local Authorities Pension Plan. Eligible part-time employees working at least 14 hours a week but less than 30 hours per week can elect to participate on a voluntary basis subject to Local Authorities Pension Plan regulations.

- 22.2 **Alberta School Employee Benefit Plan (ASEBP)** - With respect to the benefits identified in clause 22.3, all employees eligible to participate shall be members of the Alberta School Employee Benefit Plan as a condition of employment.

Alberta Health Care Plan - All employees eligible to participate shall be members of the Alberta Health Care Plan as a condition of employment, with the exception of those covered through a spousal plan.

- 22.3 In accordance with the provisions of the Alberta School Employee Benefit Plan, the Board shall pay one hundred percent (100%) of the premiums in respect of benefits under the "Life and Accidental Death and Dismemberment" part of the Plan, and each employee who is a member of the Plan shall pay one hundred percent (100%) of the premium in respect of benefits under the "Extended Disability" part of the Plan.
- 22.4 The Board shall pay 100% of the ASEBP Extended Health Plan 1 which includes the 100% direct bill drug card.
- 22.5 **Dental Plan** - The Board agrees to implement the ASEBP Dental Plan 3 which includes 100% Basic Dentistry, 60% Periodontics (\$1,500/participant/ lifetime), 50% Extensive Dentistry. The benefits are limited to a combined maximum on Basic and Extensive of \$1,500 for each participant per

year. The plan shall be compulsory for all employees hired after March 1, 1982. The Board agrees to pay seventy-five percent (75%) of the premium of the said Plan.

22.6 **ASEBP Vision Plan** - The Board agrees to pay 100% of the ASEBP Vision Plan 3.

22.7 The Board shall pay 100% of the Alberta Health Care Plan premiums.

22.8 **Health Spending Account** - Effective September 1, 2011, the Employer will establish for each regular employee a Health Care Spending Account that adheres to Canada Customs and Revenue Agency requirements. The Employer will contribute \$20.83 per month (equivalent to \$250.00 annually) for each eligible employee. Contributions will be suspended during unpaid leaves of absence in excess of thirty days and for the non-health related portion of maternity leave. The unused balance will be carried forward for a total accumulation of two years. Employees leaving the employ of the Employer will forfeit any remaining balance.

23. **Workers' Compensation**

23.1 An employee prevented from performing his/her regular work with the Board on account of an occupational accident that is recognized by the Workers' Compensation Board (WCB) as compensable within the meaning of the Act, shall receive from the Board the difference between the amount payable by the Workers' Compensation Board and his/her regular salary. Both parties agree that the Board has the option to bring in an equal or better plan.

23.2 Employees commencing a WCB claim subsequent to January 1, 2009 shall remit any entitlement from WCB to the Board. Where possible, WCB will be authorized by the employee to remit payment directly to the Board. Where the employee has sufficient sick leave credits, the Board will pay the difference between the amount payable by the Workers' Compensation Board and his/her regular salary.

24. **Health and Safety**

24.1 The Board and the Union agree that the Union will have two (2) elected representatives on the District Health and Safety Committee.

24.2 The Committee shall meet on a quarterly basis unless otherwise agreed by the parties.

24.3 **Safety Footwear Allowance**

(a) Where the Board requires an employee to wear safety footwear, the Board shall reimburse such employee, upon proof of purchase of CSA approved footwear, an amount up to \$100 per calendar year.

(b) In the event an employee does not use this entitlement in one year, the employee shall be able to accrue this allowance to a maximum of two hundred (\$200.00) dollars.

25. Employment Insurance Premium Reduction

25.1 The Board and the Union agree that the total amount of the employee share of the Employment Insurance Commission premium reduction by reason of the employee benefit programs provided by the Board, which is attributable to the employees covered by this Agreement shall be paid by the Board to the Union as soon as possible after the end of each calendar year. These funds shall be administered and used by the Union to fund professional development activities during Teachers' Convention days for the employees covered by this Agreement.

26. Term of Agreement

26.1 **Effective Date** - This Agreement shall be binding and in effect from September 1, 2010 to August 31, 2012. Unless otherwise specified, all changes shall be effective the first of the month following date of ratification. Either party desiring to propose amendments to this Agreement shall, between the period of not less than sixty (60) and not more than one hundred and twenty (120) days prior to the termination date, give notice in writing to the other as to their intent. Within thirty (30) working days of receipt of such notice, the parties shall meet to commence negotiations.

26.2 This Agreement shall remain in force and effect beyond its termination date during negotiations between the parties pursuant to the requirements of the Alberta Labour Relations Code.

26.3 Both parties shall adhere fully to the terms of this Agreement during the periods of bonafide collective bargaining, and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms mutually agreed upon, shall, unless specified, apply retroactively to that date.

IN WITNESS WHEREOF the Board and the Union have executed this Agreement in triplicate by their respective officers hereunto duly authorized this 11th day of May A.D. 2011.

On behalf of the

ST. ALBERT PROTESTANT BOARD OF EDUCATION

PER *Joan Suttler*
Chair

PER *[Signature]*
Superintendent of Schools

On behalf of the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1099

PER *Bob Stewart*
President

PER *Janet Bruden*
C.U.P.E. Representative

APPENDIX A

Effective September 1, 2010 (general wage increase of 2.92%):

CLASSIFICATION

Purchasing/Distribution

	Start Rate	Job Rate
1	\$ 19.67	\$ 20.56
2	\$ 21.71	\$ 22.69
3	\$ 24.00	\$ 25.09
4	\$ 31.49	\$ 32.92

Central Office Support:

	Start Rate	Job Rate
1	\$ 18.70	\$ 19.54
2	\$ 19.13	\$ 20.00
3	\$ 20.90	\$ 21.85
4	\$ 22.15	\$ 23.15
5	\$ 23.16	\$ 24.21
6	\$ 24.44	\$ 25.56
7	\$ 25.45	\$ 26.60
8	\$ 26.47	\$ 27.68

Teacher Aides:

	Start Rate	Job Rate
1	\$ 16.26	\$ 17.00
2	\$ 17.48	\$ 18.27
3	\$ 18.71	\$ 19.55
4	\$ 19.38	\$ 20.25
5	\$ 20.21	\$ 21.13
6	\$ 21.56	\$ 22.55

School Secretaries:

	Start Rate	Job Rate
1	\$ 17.16	\$ 17.93
2	\$ 18.24	\$ 19.07
3	\$ 20.25	\$ 21.17
4	\$ 21.43	\$ 22.40
5	\$ 22.42	\$ 23.43

High School Office Manager:

	Start Rate	Job Rate
1	\$ 23.77	\$ 24.84

Library Technician:

	Start Rate	Job Rate
1	\$ 18.24	\$ 19.07
2	\$ 20.25	\$ 21.17
3	\$ 21.64	\$ 22.62

School Assistants:

	Start Rate	Job Rate
1	\$ 16.08	\$ 16.81
2	\$ 16.95	\$ 17.71
3	\$ 17.30	\$ 18.08

Food Service Workers:

	Start Rate	Job Rate
1	\$ 15.82	\$ 16.54
2	\$ 18.28	\$ 19.11
3	\$ 20.32	\$ 21.23

Maintenance Workers:

	Start Rate	Job Rate
1	\$ 20.50	\$ 21.43
2	\$ 21.71	\$ 22.69
3	\$ 25.34	\$ 26.48
4	\$ 32.99	\$ 34.48

For Information Only:

MW4 includes, but is not limited to, employees who are Journeymen-Electricians, Plumbers/Gasfitters, Carpenters, Instrument Mechanics.

Custodians:

	Start Rate	Job Rate
1	\$ 19.97	\$ 20.87
2	\$ 20.55	\$ 21.48
3	\$ 21.01	\$ 21.96
4	\$ 22.11	\$ 23.12
5	\$ 22.58	\$ 23.61

Caretakers-Floater:

	Start Rate	Job Rate
2	\$ 19.10	\$ 19.97

Caretakers:

	Start Rate	Job Rate
1	\$ 17.00	\$ 17.78
2	\$ 19.10	\$ 19.97
3	\$ 19.10	\$ 19.97
4	\$ 19.10	\$ 19.97

Accountant:

	Start Rate	Job Rate
1	\$ 34.14	\$ 35.69

Technical Analyst:

	Start Rate	Job Rate
1	\$ 22.51	\$ 23.52
2	\$ 27.16	\$ 28.40
3	\$ 31.27	\$ 32.68

Rehabilitation Aide:

	Start Rate	Job Rate
1	\$ 23.17	\$ 24.22

Interpreter:

	Start Rate	Job Rate
1	\$ 25.43	\$ 26.58

Lunchroom Supervisor:

	Start Rate	Job Rate
1	\$ 15.65	\$ 16.36

Casual Staff:

	Start Rate	Job Rate
1	\$ 14.43	\$ 15.09

Lifeskills Coordinator

	Start Rate	Job Rate
1	\$ 30.80	\$ 32.20

Effective September 1, 2011, increase all wages by 3.00%.

CLASSIFICATION

Purchasing/Distribution

	Start Rate	Job Rate
1	\$ 20.26	\$ 21.18
2	\$ 22.36	\$ 23.37
3	\$ 24.72	\$ 25.84
4	\$ 32.43	\$ 33.91

Central Office Support:

	Start Rate	Job Rate
1	\$ 19.26	\$ 20.13
2	\$ 19.70	\$ 20.60
3	\$ 21.53	\$ 22.51
4	\$ 22.81	\$ 23.84
5	\$ 23.85	\$ 24.94
6	\$ 25.17	\$ 26.33
7	\$ 26.21	\$ 27.40
8	\$ 27.26	\$ 28.51

Teacher Aides:

	Start Rate	Job Rate
1	\$ 16.75	\$ 17.51
2	\$ 18.00	\$ 18.82
3	\$ 19.27	\$ 20.14
4	\$ 19.96	\$ 20.86
5	\$ 20.82	\$ 21.76
6	\$ 22.21	\$ 23.23

School Secretaries:

	Start Rate	Job Rate
1	\$ 17.67	\$ 18.47
2	\$ 18.79	\$ 19.64
3	\$ 20.86	\$ 21.81
4	\$ 22.07	\$ 23.07
5	\$ 23.09	\$ 24.13

High School Office Manager:

	Start Rate	Job Rate
1	\$ 24.48	\$ 25.59

Library Technician:

	Start Rate	Job Rate
1	\$ 18.79	\$ 19.64
2	\$ 20.86	\$ 21.81
3	\$ 22.29	\$ 23.30

School Assistants:

	Start Rate	Job Rate
1	\$ 16.56	\$ 17.31
2	\$ 17.46	\$ 18.24
3	\$ 17.82	\$ 18.62

Food Service Workers:

	Start Rate	Job Rate
1	\$ 16.29	\$ 17.04
2	\$ 18.83	\$ 19.68
3	\$ 20.93	\$ 21.87

Maintenance Workers:

	Start Rate	Job Rate
1	\$ 21.12	\$ 22.07
2	\$ 22.36	\$ 23.37
3	\$ 26.10	\$ 27.27
4	\$ 33.98	\$ 35.51

For Information Only:

MW4 includes, but is not limited to, employees who are Journeymen-Electricians, Plumbers/Gasfitters, Carpenters, Instrument Mechanics.

Custodians:

	Start Rate	Job Rate
1	\$ 20.57	\$ 21.50
2	\$ 21.17	\$ 22.12
3	\$ 21.64	\$ 22.62
4	\$ 22.77	\$ 23.81
5	\$ 23.26	\$ 24.32

Caretakers-Floater:

	Start Rate	Job Rate
2	\$ 19.67	\$ 20.57

Caretakers:

	Start Rate	Job Rate
1	\$ 17.51	\$ 17.78

2	\$ 19.67	\$ 20.57
3	\$ 19.67	\$ 20.57
4	\$ 19.67	\$ 20.57

Accountant:

	Start Rate	Job Rate
1	\$ 35.16	\$ 36.76

Technical Analyst:

	Start Rate	Job Rate
1	\$ 23.19	\$ 24.23
2	\$ 27.97	\$ 29.25
3	\$ 32.21	\$ 33.66

Rehabilitation Aide:

	Start Rate	Job Rate
1	\$ 23.87	\$ 24.95

Interpreter:

	Start Rate	Job Rate
1	\$ 26.19	\$ 27.38

Lunchroom Supervisor:

	Start Rate	Job Rate
1	\$ 16.12	\$ 16.85

Casual Staff:

	Start Rate	Job Rate
1	\$ 14.86	\$ 15.54

Lifeskills Coordinator

	Start Rate	Job Rate
1	\$ 31.72	\$ 33.17

Letter of Understanding – No Reduction in Work Days

There will be no reduction in working days in the 2010-11 and 2011-12 school years. This letter applies only to a general reduction in working days applicable to all Teacher Aides and Rehabilitation Aides and would not interfere with the Board's right to vary work assignments for individual employees. This letter of understanding expires on August 31, 2012 and does not continue forward.

On behalf of the

ST. ALBERT PROTESTANT BOARD OF EDUCATION

PER


Chair

PER


Superintendent of Schools

On behalf of the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1099

PER


President

PER


C.U.P.E. Representative

Letter of Understanding – Labour Management Committee

The parties agree that a Labour Management Committee be formed consisting of up to three (3) representatives of the Employer and up to two (2) representatives of the Local Union and the CUPE National Representative.

The parties agree that Labour Management meetings will be held on a regular basis at least two (2) times a year. In the event that there is no agenda proposed by either party the meeting may be cancelled.

Representatives of the Union shall suffer no loss of regular pay as a result of attendance at such meetings.

This letter of understanding shall expire on August 31, 2012.

On behalf of the

ST. ALBERT PROTESTANT BOARD OF EDUCATION

PER *Jean Little*
Chair

PER *[Signature]*
Superintendent of Schools

On behalf of the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1099

PER *Bob Stankovic*
President

PER *Janet Budnick*
C.U.P.E. Representative