

COLLECTIVE AGREEMENT

between

HORIZON SCHOOL DIVISION No. 67

and

CANADIAN UNION OF PUBLIC EMPLOYEES

 **LOCAL No. 3203**

September 1, 2008 to August 31, 2013

TABLE OF CONTENTS

| ARTICLE | TITLE | PAGE |
|---------|--------------------------------------|------|
| 1 | Employee Definitions | 3 |
| 2 | Application | 4 |
| 3 | Probationary Period | 5 |
| 4 | Union Recognition and Responsibility | 5 |
| 5 | New Classifications | 6 |
| 6 | Relationship | 7 |
| 7 | Union Dues | 7 |
| 8 | Seniority | 7 |
| 9 | Grievance Procedure | 10 |
| 10 | Hours of Work | 12 |
| 11 | Statutory Holidays | 13 |
| 12 | Annual Vacation | 13 |
| 13 | Sick Leave | 14 |
| 14 | Leaves of Absence | 14 |
| 15 | Benefits | 16 |
| 16 | Personnel Records | 17 |
| 17 | Payment of Wages and Allowances | 18 |
| 18 | Use of an Employee's Vehicle | 23 |
| 19 | Notices | 24 |
| 20 | Term of the Collective Agreement | 24 |

COLLECTIVE AGREEMENT

BETWEEN:

**HORIZON SCHOOL DIVISION No. 67
(Hereinafter called "The Employer")**

PARTY OF THE FIRST PART

- AND -

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL No. 3203
(Hereinafter called "The Union")**

PARTY OF THE SECOND PART

PREAMBLE - It is the intent and purpose of the parties hereto that this Collective Agreement, to the extent and in the manner specifically provided for herein, shall:

- (a) ensure harmonious, efficient and uninterrupted operation of the school system, realizing the first consideration is the welfare of the students of the system,
- (b) recognize that the Employer must continue to serve the public in an efficient manner, and that the parties will encourage efficiency in operations,
- (c) promote the morale, well-being, security and efficiency of all the employees covered under the terms of this agreement,
- (d) provide for the prompt and equitable adjustment of differences which may arise between the employees, the Union and the Employer, and
- (e) recognize the mutual value of joint discussions and collective bargaining on matters pertaining to wages and working conditions.

ARTICLE 1 - EMPLOYEE DEFINITIONS

- 1.1 "Regular Employee" means a regular full-time employee or regular part-time employee.
- 1.2 The term "Regular Full-Time Employee" denotes all employees falling within the scope of this Agreement who are employed in a full-time position of a continuing nature, and who have successfully completed their probationary period(s).
- 1.3 The term "Regular Part-Time Employee" denotes all employees who normally work on a regular basis a lesser number of hours than a full-time employee, and who

have successfully completed their probationary period(s). A "Regular Part-Time Employee" shall only be entitled to those applicable benefits as set out in Article 15 on a pro-rata basis.

- 1.4 The term "Casual Employee" denotes all employees who do not meet the requirements of 1.1, 1.2, 1.3, 1.5, 1.6, 1.7 and 1.8 and/or hired to replace an employee who is absent due to vacation, sickness, authorized leave of absence or to meet unanticipated increases in workload for under 3 months duration.
- 1.5 The term "Temporary Employee" denotes all employees hired for a specific job of a one-time nature, a work overload, or a position that is directly tied to specific grants or funding (i.e. PUF assistants, STEP employees, etc.), of a minimum duration of three (3) months and a maximum duration of ten (10) months.
- 1.6 The term "Probationary Employee" when used in this agreement shall mean any employee filling a regular position coming within the scope of the Agreement and is serving the required probationary period.
- 1.7 Employees defined as "Ten-Month Employees" are regular employees and will work either the first or second teacher day of the school year, as determined by the School Administrator, as well as all the student days for the school in which they work. Notwithstanding the above, all school secretaries will work all the teacher days for the school in which they work. All ten-month employees are entitled to statutory holidays with pay, as defined in this Agreement under Article 11.
- 1.8 All other regular employees will work twelve (12) months a year and are entitled to statutory holidays with pay, as defined in this Agreement under Article 11.

ARTICLE 2 - APPLICATION

- 2.1 The provisions of this Collective Agreement, unless otherwise stated, shall apply to regular full-time and regular part-time employees, except that during the probationary period the following Article shall not apply: Article 8 Seniority.
- 2.2 Temporary employees shall receive only those benefits required by statute, the sick leave as per Article 13, the wages as per Article 17, and shall be subject to termination on notice from the Employer.
- 2.3 Casual employees shall receive only those benefits required by statute, the wages as per Article 17, and shall be subject to termination on notice from the Employer.
- 2.4 Regular part-time employees working less than the normal full-time hours of work set forth in the Collective Agreement shall:
 - (a) receive the wage rates, increments, and any other applicable conditions of employment specified in this Collective Agreement on a pro-rata basis according to the proportion that their hours of work bear to full-time hours of work in the classification of the particular employee.

- (b) not be paid for less than three hours of continuous daily employment unless mutually agreed to between the Union, Employer and Employee.
- (c) be entitled to additional hours of work on the basis of seniority prior to casual employees, provided the employee has the ability to perform the work available.

ARTICLE 3 - PROBATIONARY PERIOD

- 3.1 The probationary period is the first one hundred and twenty (120) days worked for newly hired employees to allow the employer to determine an employee's suitability and compatibility for continued employment.
- 3.2 A probationary employee may be terminated at any time during the probationary period for just and proper cause without recourse to the grievance procedure.
- 3.3 Upon successful completion of his/her probationary period, a probationary employee's initial date of hiring will be established as his/her date of commencement and his/her seniority shall be credited back to the commencement date.

ARTICLE 4 - UNION RECOGNITION AND RESPONSIBILITY

- 4.1 The Union recognizes the responsibilities imposed upon it as the bargaining agent of the unit and realizes that in order to provide maximum opportunities for continuing employment and good working conditions, the Employer must continue to serve the community in an efficient manner.
- 4.2 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall notify the Employer in writing of the names of the Union's officials who have functions under this agreement and stating their functions.
- 4.3 No employee shall make a written or verbal agreement with the Employer or its representative, which may conflict with the terms of this collective agreement, or without the authorization of the Union Executive.
- 4.4 No employees other than those authorized by the Employer shall interpret any part of this agreement on behalf of the Employer; nor shall a member of the Union, other than the Union Executive members or Union Staff officials interpret this Agreement on behalf of the Union.
- 4.5 The Employer recognizes CUPE Local No. 3203 as the sole and exclusive collective bargaining agency for all its employees who are members of the Union as per authority granted by the Alberta Labor Relations Code and the decision of the Alberta Labor Relations Board Certificate No. 233-95 excluding the following: Superintendent of Schools, Deputy Superintendent, Associate Superintendent, Director of Programs & Services, Director of Curriculum & Instruction, Secretary to

the Board and Superintendents, Finance Director, Human Resources Coordinator, Payroll/Personnel Coordinator, Secretary-Receptionist, Transportation Coordinator, Communications & Information Coordinator, Computer Technicians, Facilities Manager, Native Liaison Counsellor, Family School Liaison Counsellors, Career Counsellors and the Child Youth Care Workers.

- 4.6 The Board will maintain the right to exclude employees from the bargaining unit for managerial reasons in accordance with the provisions of the Alberta Labour Relations Code.
- 4.7 All support staff employees will be members of the Union unless they go through the procedures according to Section 29 (2) of the Alberta Labour Relations Code.
- 4.8 All support staff employees will pay Union dues. Those who are exempted in 4.4(c) will designate their dues as per Section 29 (2) of the Alberta Labour Relations Code.
- 4.9 Any employee who is now a member of the Union and any employee who hereafter becomes a member of the Union shall, as a condition of employment, maintain such membership for the duration of the Collective Agreement.
- 4.10 The Employer and Union agree to establish a Union-Management Committee comprised of five (5) members from the Union and five (5) members from the Employer.
- 4.11 Meeting of the Union-Management Committee shall be held at times mutually agreeable to both parties.

ARTICLE 5 - NEW CLASSIFICATIONS

- 5.1 If the Employer creates a new position within any group covered by the certification, which may not be included in the salary schedule of this Collective Agreement, it shall establish the salary structure and then give written notice to the Union.
- 5.2 If the Union fails to object, in writing, within thirty (30) calendar days of receipt of the notice from the Employer, the salary structure shall be considered as established.
- 5.3 If the Union objects to the salary structure established by the Employer and by negotiation succeeds in revising the salary structure, the revised salary structure shall be retroactive to the date the new position was implemented.
- 5.4 Failing resolution of the matter by negotiation, within a further thirty (30) calendar days of receipt of the notice from the Employer, it may be referred to arbitration as hereinafter provided.

ARTICLE 6 - RELATIONSHIP

- 6.1 The Union acknowledges that it is the exclusive right and function of the Employer to exercise its function of management under which it shall have among others, the right to:
- (a) Maintain order, discipline, and efficiency;
 - (b) Hire, direct, transfer, promote and lay-off;
 - (c) Discharge, demote, and suspend or otherwise discipline employees for just and reasonable cause.
 - (d) Determine job content and classification; and
 - (e) Set the level of quality of work performance.
- 6.2 The Employer agrees that these functions in Article 6.1 will be exercised in a manner consistent with the provisions of this Agreement. A claim that the Employer has exercised these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a grievance.
- 6.3 The Employer retains the exclusive right to manage and control operations subject only to the express terms of the Collective Agreement.
- 6.4 The Employer and Union agree that no Employee shall be subject to harassment or sexual harassment as per Board policies GBEB and GBJ.

ARTICLE 7 - UNION DUES

- 7.1 During the term of this Agreement, the Employer shall, on behalf of the Union, deduct from the salary of all support staff covered by this Agreement, Union dues and shall remit these dues to the Treasurer of the Union within fifteen (15) days of the end of each month. Along with this remittance, the Employer will forward a list of the employees' names, addresses, and phone numbers from whom the deductions were made and the amount of the deductions.

ARTICLE 8 - SENIORITY

- 8.1 Seniority, as referred to in this Agreement, shall mean the length of continuous service from the last date a non-probationary employee entered the employ of the Employer.
- 8.2 The Employer will maintain a seniority list showing the following:
- (a) Employee's name
 - (b) Employee's date of hire

- (c) Employee's classification (when Division Office's software can produce)

The Employer will mail a copy to the Union not later than November 15th each year.

- 8.3 Seniority shall be lost and an employee shall be deemed terminated for any one of the following reasons:

- (a) he/she is discharged and not reinstated;
- (b) he/she resigns on his/her own accord or retires;
- (c) he/she is absent from work in excess of three (3) working days without sufficient cause;
- (d) he/she fails to return to work on termination of any authorized leave of absence, vacation or suspension or utilizes a leave of absence for purposes other than those for which the leave of absence is granted;
- (e) he/she is laid off for a period in excess of eighteen (18) months
- (f) he/she is on long term disability beyond two (2) calendar years from the date he/she commenced on long term disability.

- 8.4 In determining the preference for filling vacancies, newly created positions, transfers and promotions, within the bargaining unit, the following shall apply:

- (a) When qualifications and past performance are met, seniority shall be the deciding factor. For the purposes of this article the Employer shall be the sole judge.
- (b) For the purposes of Article 8.4 and 8.5 qualifications shall mean education, experience, knowledge, skills, and the ability to perform the functions of the position or positions in question. Further when the job is a direct contact with a student or a group of students, it shall include suitability to work with the students or group of students the applicant will have to work with.
- (c) When filling a vacancy or a newly created position, the Employer shall post the position for a period of seven (7) calendar days in each site. Notwithstanding the above, all vacancies or newly created positions shall be posted on the Employer's web site.
- (d) During those periods when schools are not in operation, i.e. Christmas break, Easter Break, Spring break and summer break; positions shall be advertised on the Employer's web site.
- (e) Bargaining unit employees, who have submitted a written application for the vacant or newly created position, the following order for consideration of applicants shall apply:

- (i) Firstly, bargaining unit employees from within the site;
 - (ii) Next, bargaining unit employees from other sites;
 - (iii) Next, casual and temporary employees in the Bargaining Unit;
 - (iv) If there are no qualified employees within the bargaining unit then the Employer may consider qualified employees outside the bargaining unit.
 - (v) The Employer shall have the right to fill the position with a temporary or casual employee until a permanent selection is made.
- (f) When an employee is promoted, transferred, filling a vacancy or a newly created position and the change is not working for any reason, the Employer will notify the Union Executive and the matter will be referred to the Labour Management Committee for resolution. If the matter cannot be resolved through the Labour Management Committee the matter will be subject of a grievance.

8.5 A lay-off shall be defined as reduction in the work force or a reduction in hours of work due to lack of work or discontinuance or reduction of a service and the following shall apply:

- (a) Where the remaining employees have the qualifications to perform the remaining work, lay-offs shall be in reverse order of seniority from within the site where the lack of work or the discontinued or reduced service occurs. Employees shall be recalled in order of their seniority provided they have the qualifications to perform the work available.
- (b) A laid-off employee will be placed on a recall list in order of seniority and will be given the first opportunity to fill a vacant position or to work in a casual or temporary position in order of seniority, provided the employee has the qualifications to perform the work available.
- (c) Employees who are affected by lay-off and accept temporary or casual work will not adversely affect their lay-off status and they will continue to have full recall rights and seniority status.
- (d) When an employee on lay-off is recalled and the position requires travel in excess of fifty (50) kilometres, the employee will have the right to remain on lay-off with full recall and seniority rights.
- (e) Employees who have been affected by a lay-off shall have first opportunity to return to their site when a position becomes available.

8.6 The President of the Union shall be notified in writing of all hirings, lay-offs, transfers, recalls, and terminations occurring within the bargaining unit, within ten (10) calendar days of their occurrence.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.1 The parties to this Collective Agreement agree that it is of the utmost importance to settle grievances as quickly as possible.
- 9.2 A grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and any employee or between the Employer and the Union relating to the interpretation, application or administration of this Collective Agreement, or an allegation that this Collective Agreement has been violated.
- 9.3 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. Therefore, strict adherence to the provisions of the grievance procedure is mandatory. In the event the respondent does not process the grievance from one step to the next within the time limits stated, the grievance will be considered conceded. In the event the grievant does not process the grievance from one step to the next within the time limits stated, the grievance will be considered to be abandoned. Time limits may only be extended by the written agreement of both parties.
- 9.4 An employee shall have the right to have a Shop Steward, Union Executive member or a Union Staff representative present at any disciplinary matter or at any step of the grievance procedure.

9.5 **Complaint Stage**

An employee or an executive member of the Union on behalf of an employee will request a meeting with the employee's immediate supervisor to discuss the complaint within fifteen (15) working days of the circumstances that give rise to the complaint. The immediate supervisor in consultation with the Associate Superintendent – Finance & Operations, will issue a decision, in writing within five (5) working days following the date of the meeting. Failing settlement, then;

9.6 **Step I**

Within five (5) working days of receipt of the supervisor's decision, the employee, or an executive member of the Union on behalf of the employee, shall submit a written grievance signed by him/her to the Associate Superintendent – Finance & Operations, in the case of School Administration Support and Assistants, and to the Facilities Manager, in the case of Caretakers and Maintenance personnel. The nature of the grievance, the remedy sought, and the Article or Articles of the Collective Agreement, which are alleged to have been violated, shall be set out in the grievance. The Associate Superintendent – Finance & Operations and the Facilities Manager will deliver his/her decision in writing within five (5) working days following the date on which the grievance was presented to him/her. Failing settlement, then;

9.7 Step II

Within five (5) working days following the decision under Clause 9.5, the employee, or an executive member of the Union on behalf of the employee, shall submit the written grievance to the Superintendent of Schools. The Superintendent of Schools will deliver his/her decision in writing within five (5) working days from the date on which the written grievance was presented to him/her. The parties shall, at the request of either party, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then;

9.8 Step III

Within five (5) working days following the decision under Clause 9.6 written application shall be made by the employee, or an executive member of the Union on behalf of the employee, to the Employer stating the grievance concerned and a hearing shall be granted by the Employer at either the next regular meeting of the Employer following the application; or a special meeting of the Employer held within ten (10) working days of receipt of the application. Failing settlement, then;

9.9 Step IV

Within ten (10) working days following the decision under Clause 9.7, either party shall notify the other in writing of its desire to submit the grievance to Arbitration, provided the grievance has been properly processed according to the provisions required by the Grievance Procedure. Such written notice shall specify the nature of the grievance, the Article or Articles of this Collective Agreement upon which the grievance is based, the redress sought and the name and address of the party's appointee to the Arbitration Board.

9.10 Within ten (10) working days of receipt of notice under Clause 9.8, the recipient shall inform the other party of the name and address of its appointee to the Arbitration Board. The two appointees so selected shall within ten (10) working days of the appointment of the second of them appoint a third person as Chairman. In the event the two appointees are unable to agree on a Chairman, either party may request the person be appointed in accordance with the provisions of the Labour Relations Code.

9.11 The Arbitration Board shall have no power to add to, subtract from, or modify any of the terms of this Collective Agreement, or any other terms made supplemental hereto, or to arbitrate any matter not specifically provided for by this Collective Agreement, or to enter any new provisions into this Collective Agreement.

9.12 Each party shall pay the fees and expenses of its appointee to the Arbitration Board and shall share equally the fees and expenses of the Chairman.

ARTICLE 10 - HOURS OF WORK

- 10.1 This Article provides the basis for establishing work schedules and for the calculation and payment of overtime, but shall not be read or construed as a guarantee of hours of work per day or week or a guarantee of days of work per week. The Employer may vary the length of the work day or week as required to suit the needs of the Employer subject to the overtime provisions of the Agreement.
- 10.2 For full-time (12 month) employees, the normal work week covered by this Agreement shall be a maximum of forty (40) hours per week normally consisting of five (5) days of eight (8) hours each.
- 10.3 For full-time based secretaries, the normal work week covered by this Agreement shall be a maximum of thirty-five (35) hours per week normally consisting of five (5) days of seven (7) hours each. Scheduling of weekly hours of work shall be done to meet the need of the school, but shall not exceed forty(40)hours per week.
- 10.4 For full-time based Secretary Assistants and Assistants, the normal work week covered by this Agreement shall be a maximum of thirty (30) hours per week normally consisting of five (5) days of six (6) hours each. Scheduling of weekly hours of work shall be done to meet the need of the school, but shall not exceed forty (40) hours per week.
- 10.5 It is recognized that due to the nature of the Employer's operations, employees can be required to perform work in addition to their normal hours.
- 10.6 Overtime is all time authorized by the Employer and worked by an employee in excess of eight (8) hours per day or in excess of forty-four (44) hours per week.
- 10.7 Notwithstanding the above, employees defined in Articles 10.2 to 10.4 inclusive shall be paid at their regular rate of pay for extra hours worked up to and including eight (8) hours per day or forty-four (44) hours per week.
- 10.8 All extra time and overtime must be approved in advance by the School Administrator or the Facilities Manager.
- 10.9 Employees called in to work shall be paid a minimum of three (3) hours at the regular rate of pay for the classification they are working in with the exception of the hours of work of those employees, who by mutual agreement of the Union and the Employer work less than three (3) hours.

In these circumstances, the employee will be paid a minimum of those hours that the Union and the Employer have mutually agreed to.

Employees already on staff, who are given hours in addition to their regular scheduled hours for that day, will be paid for actual hours worked at their regular rate of pay. When overtime occurs the overtime provisions of this Agreement shall apply.

- 10.10 By mutual agreement between the Employer and the employee involved, time off on an hour for hour basis may be granted in lieu of cash payment for overtime worked. If no mutual agreement can be reached, cash payment will be made.
- 10.11 Overtime shall be paid at one and one-half (1 1/2) times the employee's regular rate of pay.
- 10.12 The overtime provisions do not apply to seminars or courses related to an employee's occupation or service.
- 10.13 Emergency call-outs shall be paid at two (2) times the employee's regular rate with a two (2) hour minimum. The Employer will determine what constitutes an emergency.

ARTICLE 11 - STATUTORY HOLIDAYS

- 11.1 An employee shall be entitled to the following paid statutory holidays: New Year's Day, Family Day, Good Friday, Canada Day, Victoria Day, Labor Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day and the civic holiday whenever such holiday falls on an employee's scheduled working day, provided the employee has worked for the employer for at least thirty (30) days during the preceding twelve (12) months and the employee is at work the scheduled work day immediately preceding and the scheduled work day immediately following such statutory holiday, unless the employee has been granted permission by the Employer to be absent.
- 11.2 If a statutory holiday falls, or is observed, during an employee's scheduled vacation period, that day shall be treated as a statutory holiday and no deduction will be made from the employee's vacation credits.
- 11.3 When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time agreed to between the Employer and employee.
- 11.4 Ten month employees shall not be entitled to the August Civic holiday or Canada Day.

ARTICLE 12 - ANNUAL VACATION

- 12.1 Employees covered by this Agreement shall receive paid vacations in accordance with the following schedule:
- (a) Less than one (1) year of continuing service: five-sixths (5/6) of a workday per complete month or 4%.
 - (b) One (1) or more years of continuing service: fifteen (15) work days or 6%.

- (c) Ten (10) or more years of continuing service: twenty (20) work days or 8%.
- (d) Twenty (20) or more years of continuing service: twenty-five (25) work days or 10%.

- 12.2 In this Article, vacation year means the period from July 1st of one year to June 30th of the following year.
- 12.3 An employee whose vacation leave is disrupted by an illness or injury requiring hospitalization, after his/her vacation has begun, shall be entitled to re-schedule that portion of the vacation period affected by the illness or injury, provided that the nature and period of the disability is substantiated by a doctor's certificate.

ARTICLE 13 - SICK LEAVE

- 13.1 In the first year of service with the Employer, a regular full-time or regular part-time employee shall be entitled to two (2) sick days for each completed month of service accumulated to a maximum of twenty (20) working days per school year. During the second and subsequent years of service, annual sick leave with full salary will be granted for ninety (90) calendar days.
- 13.2 After an employee has been absent from work to obtain necessary medical or dental treatment, or because of accident, disability or sickness, the entitled number of sick days as stipulated in 13.1, no further salary or benefits shall be paid. If applicable to the employee, the provisions of the ASEBP shall take effect. An employee, who in his/her second or subsequent year of service, returns to work after ninety (90) calendar days of continuous absence, shall have his/her sick leave in clause 13.1 reinstated.
- 13.3 A regular full time, regular part time or temporary employee who is not eligible to participate under the provisions of ASEBP shall be entitled to two (2) sick days for each completed month of service accumulated to a maximum of sixty (60) working days, to obtain medical or dental treatment, or because of accident, disability or sickness.
- 13.4 The Employer may require a medical certificate from an employee who is absent from work to obtain medical or dental treatment, or because of accident, disability or sickness. The Employer reserves the right to request an independent medical or dental evaluation. The Employer will pay the fees associated with the medical or dental evaluation if so requested.
- 13.5 When an employee leaves employment all sick leave shall be cancelled.

ARTICLE 14 - LEAVES OF ABSENCE

- 14.1 Leaves of absence with or without pay and benefits require the written permission of the Superintendent or designate and applications for such absences must be

submitted in writing to the School Principal, or to the Facilities Manager in the case of maintenance employees, at least one (1) week in advance to ensure consideration. In case of an emergency, a request for leave of absence should be submitted at the earliest possible time.

14.2 **With Pay and Benefits**

A leave of absence with pay shall be granted for the following reasons:

- (a) Compassionate Leave - An employee shall be granted three (3) regularly scheduled work days, if necessary, in case of death of a parent, guardian, wife, husband, brother, sister, son, daughter, step-child, aunt, uncle, niece, nephew, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law. Such days shall normally be taken in the period, which extends from the date of death up to and including the day following interment unless agreed otherwise. Where the burial occurs three hundred and fifty (350) kilometres or more from the employee's residence the Employer may grant such additional time as necessary for travel, not to exceed three (3) days.
- (b) Critical Illness - An employee shall be granted two (2) regularly scheduled consecutive work days, if necessary, in the case of critical illness of a parent, guardian, wife, husband, brother, sister, son, daughter, step-child or any other person whom at the time of illness is a member of the employee's household.

Where critical illness is not followed by death within 30 days, the Employer may require a medical certificate stating that critical illness was the reason for absence. Such medical certificate may be requested by the Employer within 30 days of their being notified.

- (c) Pallbearer's Leave - One half-day leave to attend an in-town funeral as pallbearer provided such request is made in writing twenty-four (24) hours in advance.
- (d) Jury Duty - While serving as a juror, provided that any fee received be paid over to the Employer.
- (e) Union Functions - For negotiations, formal grievances, and arbitration procedures taking place during work hours if requested by the Employer.
- (f) Impassable Road Condition - For those days on which the employee is unable to reach the school from his/her place of residence because of impassable roads, when the absence is approved by the principal.

- 14.3 An employee may request in writing up to one (1) day leave with pay, consistent with the normal hours of work on that day in each school year to attend to the medical concerns of members of the employee's family. Such request shall be made to the Superintendent in writing one week prior to the leave unless such leave is due to a medical emergency.

- (a) Request for family medical leave shall not be unreasonably withheld however, granting of the leave will be subject to the availability of replacement staff and the operational requirements of the site involved.
- (b) Family shall be defined as spouse, child, stepchild, a parent or any other person residing in the employee's household.
- (c) The Employer may require a medical certificate stating the reason for the absence. The Employer may request such medical certificate within 30 days of the leave.

14.4 **With Partial Pay**

A leave of absence with pay and benefits may be granted provided that an amount equivalent to the salary of a casual employee is forthcoming to the Employer by the employee, through payroll deduction, as follows:

- (a) For one day, plus one day for traveling, if necessary, to attend the convocation or graduation of the employee, employee's spouse or child from a post secondary institution.

14.5 **Without Pay**

- (a) Maternity/Parental/Adoption Leave - An employee shall be entitled to leave in accordance with Alberta Employment Standards Code and the following shall apply:
 - (i) the employee shall apply where possible three (3) months in advance of the date of commencement of the leave;
 - (ii) where matters arising from an adoption or birth of a child prevents such notice the leave will not be denied;
 - (iii) employees granted leave under this clause shall be returned to the employee's previous position when possible or to a position of a comparable nature;
 - (iv) employees shall give one pay period notice prior to the date they wish to return to work.
- (b) Union Functions - To represent the Union at conventions and conferences.
- (c) Personal Leave - Personal Leave shall be granted in accordance with Policy GDB. Such leave shall not be unreasonably denied.

ARTICLE 15 - BENEFITS

15.1 The Employer agrees to make available to eligible regular full-time employees the plans listed below. Part-time employees working .6 full-time equivalent or more shall be entitled to those applicable benefits on a pro rata basis and within the eligibility guidelines as set out by the benefit plan. These benefits will be made available to the following employee classifications as follows:

| | |
|---|---|
| Regular Secretaries and Secretary Assistants: | at time of employment |
| Regular Assistants: | upon completing the probationary period |
| Library Assistants: | at time of employment |
| Maintenance Secretary: | at time of employment |
| Regular Caretakers and Caretaker Assistants: | at time of employment |
| Regular Maintenance: | at time of employment |

(a) Alberta School Employee Benefit Plan (ASEBP):

- (i) Long Term Disability - Plan D;
- (ii) Life, Accidental Death and Dismemberment - Schedule 2;
- (iii) Extended Health Care - Plan 1;
- (iv) Dental Care - Plan 3;
- (v) Vision Care Plan 2

(b) Alberta Health Care Insurance

15.2 All eligible employees shall be members of the ASEBP - Plan D, Schedule 2, Plan 2 as defined in 15.1 (a) (i), (ii) and (v).

15.3 With respect to clause 15.1 it is understood that participation in ASEBP - Extended Health Care Plan 1, Dental Plan 3 and Alberta Health Care Insurance is not a condition of employment.

15.4 The Employer's contribution towards the plans stated in clause 15.1 will be amalgamated into one sum and applied first to those premiums, which are non-taxable. The Employer's contribution to these plans will be:

| | |
|-----------------------------|--------------------|
| Effective September 1, 2008 | \$235.00 per month |
| Effective September 1, 2009 | \$254.00 per month |
| Effective September 1, 2010 | \$272.00 per month |
| Effective September 1, 2011 | \$290.00 per month |
| Effective September 1, 2012 | \$308.00 per month |

per eligible employee pro-rated according to Article 2 – Application.

15.5 All eligible employees, as identified in Policy GCBC, shall participate under the provisions of the Local Authorities Pension Plan. The Employer's contribution shall be in accordance with the regulations of the Plan.

15.6 It is understood that payments towards the aforementioned benefit plan shall permit the Employer to retain and not pass on to the employees, any rebates or premiums otherwise required under the Employment Insurance regulations.

15.7 After an employee has been receiving benefits under the ASEBP, Long Term Disability for more than two (2) years, his/her employment will be terminated.

ARTICLE 16 - PERSONNEL RECORDS

16.1 An employee shall have the right to have access to, review, and make copies of, at the employee's cost, his/her personnel records, in the presence of the Payroll/Personnel Coordinator.

ARTICLE 17 - PAYMENT OF WAGES AND ALLOWANCES

17.1 All employees except casual and temporary, shall be paid by the 27th of each month.

17.2 Casual and temporary employees shall be paid within five (5) working days of the end of the pay period.

17.2.1 Recognition of Experience and Training

The starting salary of a newly hired regular full-time or regular part-time employee shall recognize previous experience to the position on the basis of equivalent full-time experience as specified below:

| | |
|-----------------------------|---------------|
| Length of Experience | Starting Rate |
| Less than 1 year | Year 1 Rate |
| 1 year within past 4 years | Year 2 Rate |
| 2 years within past 5 years | Year 3 Rate |
| 3 years within past 6 years | Year 4 Rate |

When the Employer is considering recognizing a new employee's past experience, the decision to place the employee on the salary grid utilizing the above shall be by mutual agreement of the Employer, Employee and the Union.

17.3 Employee's salaries and wages shall be paid in accordance with Schedule "A" through "E".

17.4

**SCHEDULE "A" – SCHOOL ADMINISTRATION SUPPORT
SECRETARY**

RATE OF PAY

| Effective Date | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-------------------|--------|--------|--------|--------|--------|
| September 1, 2008 | 16.84 | 17.68 | 18.52 | 19.36 | 20.23 |

Those employees with an approved training certificate, which is directly applicable to their job duties, will be paid an additional \$1.00 per hour.

Pay will be based on years of service.

Pay will be calculated using total number of teacher days plus applicable statutory holidays.

Secretaries who are employed in schools, which operate on a modified school year, will be paid based on a thirty-five (35) hour work week.

Time-off in lieu should be taken for additional hours/days worked.

Evaluation processes will be conducted in accordance with Policy GDN.

Secretaries will work five (5) additional days in July and/or August, on days requested and approved by the School Administrator. The employee will have the flexibility to be paid for the days worked or to take time off in lieu of the days worked, during the school year, upon approval from the School Administrator or designate.

SECRETARY ASSISTANT

RATE OF PAY

| Effective Date | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-----------------------|---------------|---------------|---------------|---------------|---------------|
| September 1, 2008 | 15.84 | 16.68 | 17.52 | 18.36 | 19.23 |

One dollar (\$1.00) less per hour, at each grid level, than the Secretary rate.

Those employees with an approved training certificate, which is directly applicable to their job duties, will be paid an additional \$1.00 per hour.

Pay will be based on years of service.

Pay will be calculated using total number of student days and either the first or second teacher day plus applicable statutory holidays.

Secretary Assistants who are employed in schools, which operate on a modified school year will be paid based on a thirty (30) hour work week.

Evaluation processes will be conducted in accordance with Policy GDN.

Schools with positions in this category are:

| | |
|----------------------|-------------------|
| D.A. Ferguson School | 30 hours per week |
| Vauxhall High School | 30 hours per week |
| W.R. Myers School | 60 hours per week |

These are maximum allotted hours from total school staff.

Secretary Assistants will work five (5) additional days in July and/or August, on days requested and approved by the School Administrator. The employee will have the flexibility to be paid for the days worked or to take time off in lieu of the

days worked, during the school year, upon approval from the School Administrator or designate.

17.5

SCHEDULE "B" - ASSISTANTS

RATE OF PAY

| Effective Date | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-----------------------|---------------|---------------|---------------|---------------|---------------|
| September 1, 2008 | 14.56 | 15.41 | 16.26 | 17.11 | 17.94 |

Those employees with an approved training certificate, which is directly applicable to their job duties, will be paid an additional \$1.00 per hour.

Pay will be based on years of service.

Pay will be calculated using total number of student days and the first teacher day plus applicable statutory holidays.

Assistants who are employed in schools, which operate on a modified school year will be paid based on a thirty (30) hour work week.

Evaluation processes will be conducted in accordance with Policy GDN.

17.6

SCHEDULE "C" SCHOOL LIBRARY SUPPORT

RATES OF PAY

| Effective Date | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-----------------------|---------------|---------------|---------------|---------------|---------------|
| September 1, 2008 | 15.19 | 16.00 | 16.81 | 17.62 | 18.42 |

Those employees with an approved training certificate, which is directly applicable to their job duties, will be paid an additional \$1.00 per hour.

Pay will be based on years of service.

Pay will be calculated using total number of student days and the first teacher day plus applicable statutory holidays.

School Library Support who are employed in schools, which operate on a modified school year, will be paid based on a thirty (30) hour work week.

Evaluation processes will be conducted in accordance with Policy GDN.

17.7

SCHEDULE "D" - CARETAKERS

RATES OF PAY

REGULAR

| Effective Date | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-------------------|--------|--------|--------|--------|--------|
| September 1, 2008 | 17.99 | 18.46 | 18.93 | 19.40 | 19.89 |

ASSISTANT

| Effective Date | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-------------------|--------|--------|--------|--------|--------|
| September 1, 2008 | 15.74 | 16.40 | 17.06 | 17.72 | 18.38 |

Pay will be based on years of service.

17.8

SCHEDULE "E" - MAINTENANCE

RATES OF PAY

| | September 1, 2008 |
|---|-------------------|
| Journeyman: Painter, Plumber, Electrician, Carpenter | 28.86 |
| Tradesman | 23.44 |
| Maintenance Worker | 17.36 |
| Temporary Maintenance I | 14.00 |
| Temporary Maintenance II | 16.00 |
| Temporary Maintenance III | 18.00 |
| Temporary Maintenance IV | 20.00 |

| | |
|--------------------|--|
| Journeyman | Must be certificated in the trade for which he/she was hired |
| Tradesman | Individual proficient in the skills required in his/her position, but does not have journeyman certification |
| Maintenance Worker | Individual who has the necessary skills for the requirements of his/her position |
| Temporary | Seasonal and untrained labour to assist regular maintenance staff |

Up to two hundred dollars (\$200.00) per year will be provided to regular Maintenance Employees upon the receipt of an invoice for the purchase of appropriate clothing or footwear as approved by the Facilities Manager.

MAINTENANCE ADMINISTRATIVE SUPPORT

RATES OF PAY

| Effective Date | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-----------------------|---------------|---------------|---------------|---------------|---------------|
| September 1, 2008 | 16.84 | 17.68 | 18.52 | 19.36 | 20.23 |

Those employees with an approved training certificate, which is directly applicable to their job duties, will be paid an additional \$1.00 per hour.

Pay will be based on years of service.

MAINTENANCE CLERICAL SUPPORT

RATES OF PAY

| Effective Date | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-----------------------|---------------|---------------|---------------|---------------|---------------|
| September 1, 2008 | 15.84 | 16.68 | 17.52 | 18.36 | 19.23 |

One dollar (\$1.00) less per hour, at each grid level, than the Maintenance Administrative Support rate.

Those employees with an approved training certificate, which is directly applicable to their job duties, will be paid an additional \$ 1.00 per hour.

Pay will be based on years of service.

For the years subsequent to 2008 – 2009, salary increases shall be calculated as follows:

The annual provincial Base Funding grant increase that lies outside any provincially committed increase to agreements negotiated at the provincial level shall be applied to the salary grid to take effect September 1st of each year.

- 17.9 The anniversary date for grid movement shall be September 1, of a school year where a regular employee has worked 120 full-time equivalent days (10 month employee) or 150 full-time equivalent days (12 month employee).

Employees transferring to a higher classification shall move to the corresponding yearly rate in the higher classification.

Employees voluntarily moving into an equal or lower paid classification shall be paid at the corresponding yearly rate in the new classification.

When an employee involuntarily moves into a lower paid classification, the employee's salary will be "Grandfathered" until such time as the employee's salary

in the new classification is equal to or greater than the new classification the employee has transferred.

17.10 All regular ten-month employees and twelve-month employees will have their salary paid over a twelve-month period.

17.11 Wage and training certificate rates contained within Schedules "A", "B", "C", "D" and "E" shall be deemed to be retroactive for all employees included in the bargaining unit as of the date both the Employer and the Union ratify the Collective Agreement.

Employees who have left the employ of the Employer during that period between the effective date of the Collective Agreement and the date of ratification shall be entitled to a retroactive adjustment upon:

- a) Receipt of a written request identifying current and complete mailing address, and
- b) Determination by the Employer that the individual's retroactive adjustment exceeds thirty-five dollars fifty dollars (\$50.00).
- c) Such notice shall be provided to the Payroll/Personnel Coordinator within thirty (30) calendar days of the date of ratification by both the Employer and the Union.

Retroactive wages shall be processed for all employees except casual and temporary, by the 27th of the month following the month of ratification by both the Employer and Union. Retroactive wages for casual and temporary employees shall be paid within five (5) working days of the end of the month following the month of ratification by both the Employer and Union.

Any other provisions agreed upon during negotiations for this new contract are not considered retroactive and shall be processed by the 27th of the month for all employees except casual and temporary, the month following the month of ratification by both the Employer and Union. Payment of other provisions agreed during negotiations for casual and temporary employees shall be paid within five (5) working days of the end of the month following the month of ratification by both the Employer and Union.

For the term of this collective agreement, retroactivity shall only apply from September 1, 2008.

ARTICLE 18 – USE OF AN EMPLOYEE'S VEHICLE

18.1 The Union and Employer agree that when an Employee is required to use their personal vehicle for School Board business such use shall be in accordance with the Board Policy EEACAA.

ARTICLE 19 - NOTICES

- 19.1 Each employee shall keep the Employer informed of his current address and telephone number.
- 19.2 All communications between the parties, unless otherwise specified, shall be addressed to:
 - (a) In the case of the Union, the President and/or Secretary of the Union, or his/her representative who shall be an employee of the Employer, at the Union's last known address.
 - (b) In the case of the Employer, the Superintendent and/or designate.
- 19.3 The Employer agrees to the use of existing bulletin boards for posting Union material.

ARTICLE 20 - TERM OF THE COLLECTIVE AGREEMENT

- 20.1 This Collective Agreement shall be in full force and effect for the period from September 1, 2008 to August 31, 2013. Either party may give to the other, notice in writing, at least 120 days prior to the expiry date of its intention to commence collective bargaining. At the first meeting between the parties, following such notice, the parties agree to exchange details of any amendments sought.

Dated this 20th day of AUGUST, 2008.

Signed on behalf of the Employer

Signed on behalf of the Union

Sharon Holtman

Barbara Wright

Norma Peters

[Signature]

Terry Nishan

Brenda Osterman

Linda Papp

LETTER OF UNDERSTANDING

Between

HORIZON SCHOOL DIVISION No. 67

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL No. 3203

RE: ALLOCATION OF ASSISTANT TIME WITH SPECIAL NEEDS STUDENTS

It is agreed that should a special needs student leave the school between September 30, 2008 and the Christmas break, the hours assigned to the school staff shall continue until the start of the Christmas break.

Should a special needs student leave the school between the resumption of school in January 1, 2009 and the end of the school year, the hours assigned to the school staff shall continue until the end of the school year.

This Letter of Understanding shall be in effect until June 30, 2009. The parties agree that they will meet prior to the end of the 2008-2009 school year in order to review the application of this Letter of Understanding.

Dated this 20th day of AUGUST, 2008.

Signed on behalf of the Employer

Signed on behalf of the Union

Sharon Holtman

Barbara Wright

Norma Peters

[Signature]

Leiny Ninkman

Brenda (H) Teravine

Linda Pym