

COLLECTIVE AGREEMENT

BETWEEN



CANADIAN ROCKIES REGIONAL DIVISION #12

AND



CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4306

**SEPTEMBER 1, 2012 - AUGUST 31, 2016**



Canadian Office & Professional Employees  
Local #491

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**COLLECTIVE AGREEMENT**

**BETWEEN**

**CANADIAN ROCKIES REGIONAL DIVISION #12  
(hereinafter called "THE EMPLOYER")**

**OF THE FIRST PART**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #4306  
Chartered by the Canadian Union of Public Employees,  
(hereinafter called "THE UNION")**

**OF THE SECOND PART**

WHEREAS it is the desire of both parties to this Agreement:

- (1) To maintain the existing harmonious relations of employment between the Employer and the Union;
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages;
- (3) To encourage efficiency in operation;
- (4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

AND WHEREAS the parties desire that methods of bargaining and all matters pertaining to the work conditions of the Employees be drawn up in an Agreement:

IT IS AGREED AS FOLLOWS:

**ARTICLE 1 - DEFINITIONS**

- 1.01 Regular Full-Time Employee – A regular full-time employee is an employee who is employed to fill a regular full-time position established by the Employer and works the full-time hours of work as set out under Article 11.

- 1.02 Regular Part-Time Employee - A regular part-time employee is an employee who is employed to fill a regular part-time position established by the Employer and who on a daily or weekly basis works less than the hours of a regular full-time employee. Wages, benefits, and other provisions of this Agreement shall be prorated according to the proportion that weekly hours of work bear to the weekly hours of work of regular full-time employees. To be eligible for insurance benefits a regular part-time employee must work more than 15 hours per week.
- 1.03 Temporary Employee – A temporary employee is an employee employed to fill a temporary position on a full-time or part-time basis for up to 12 months. Temporary employees who have been continuously employed for periods of 12 months shall be considered regular full-time or regular part-time as the case may be.
- 1.04 Casual Employee – A casual employee is an employee employed on a day to day basis as sick relief, etc.
- 1.05 Employee – when used in the collective agreement means “regular employee” unless otherwise stated.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer, or anyone authorized to act on its behalf recognizes the Canadian Union of Public Employees, Local 4306 as the sole collective bargaining agent for the unit of employees described in the current certificate issued by the Alberta Labour Relations Employer, excepting those employees employed in the capacity of lunchroom monitor.
- 2.02 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Employer's Secretary Treasurer or designate, and the President of the Union or designate.
- 2.03 The Employer agrees that matters of Policy, rules and regulations which affect employees within the bargaining unit shall be communicated to the Union, by the Employer's Secretary Treasurer or designate and a copy shall be forwarded to each Employer facility to be made available to the employees covered by this Agreement, by posting. The Union may also post notices of meetings or correspondence of an official nature.

- 2.04 The Employer or its representative shall make available to the Union, on request, information required by the Union, such as job descriptions, job classifications, wage rates, and information pertaining to pensions and benefit plans, and any relevant documentation pursuant to grievance proceedings.
- 2.05 The Employer shall provide adequate space in each facility for posting notices.
- 2.06 Correspondence - The Union will be notified in writing by the 15th of each month, of all hires for regular full-time, regular part-time or temporary positions, layoffs, resignations, retirements, transfers, and terminations for the preceding month. The location of staff members involved in such changes will be included.
- 2.07 The Employer and the Union agree that all employees shall provide a minimum of two (2) full weeks of notice of their intention to terminate employment in order to terminate in good standing.

### ARTICLE 3 - DISCRIMINATION

- 3.01 (a) ~~There shall be no discrimination against any employee covered by this Agreement with respect to race, colour or creed, sexual orientation or by reason of membership or non-membership in the union.~~  
**The Employer and the Union agree not to discriminate against any employee covered by this Agreement with respect to the protected grounds provided for in Human Rights legislation or the *Alberta Labour Relations Code*. Such protected grounds for discrimination include, but are not limited to race, colour or national or ethnic origin, or by reason of his membership or non-membership in a labour union.**
- (b) **The Employer shall maintain a policy addressing discrimination and harassment. Any complaint alleging discrimination or harassment shall be dealt with through this policy as the initial step in addressing the complaint.**
- (c) Article 3.01 (a) shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

## ARTICLE 4 - DUES DEDUCTIONS

- 4.01 After the signing of this Agreement existing employees who are or who become Union members shall remain Union members in good standing; new employees shall, as a condition of employment, become members within thirty (30) days of commencing employment and shall remain members in good standing.
- 4.02 Monthly Union dues, shall be deducted from every employee covered by this Agreement and forwarded to the Treasurer of the Local by the fifteenth 15th day of the following month, along with a listing of employees from whom dues have been deducted.
- 4.03 Union dues deduction shall be included on the employee's T-4 Slip.

## ARTICLE 5 – SENIORITY

- 5.01 Seniority is defined as length of service with the Employer from the last date of hire and shall be bridged during periods of shut down. The Employer shall maintain an up-to date list of commencement of employment and shall supply the Union with a copy of this list by April 30<sup>th</sup> and **October 30<sup>th</sup>** of each year. **Any discrepancies shall be brought to the Employer's attention within thirty (30) calendar days.**
- 5.02 Seniority shall be lost immediately upon termination, resignation, retirement or after twelve (12) consecutive months of inactive service with the Employer.
- 5.03 Newly hired employees shall serve a probationary period of ~~one hundred and eighty (180)~~ **ninety (90)** work days. Successful completion of the probation period will be documented by way of a formal evaluation based on the applicable job description.

## ARTICLE 6 - PROMOTIONS

- 6.01 (a) When the Employer is filling a vacant regular position, applications from current employees who are part of the bargaining unit shall be considered at the same time as all other applicants. Where the Employer determines that the educational system needs are best met and the Employer feels ability and required qualifications are equal between two (2) or more candidates, the senior applicant shall be awarded the position.
- (b) Subject to clause 2.07, the Employer shall post vacant or newly created regular positions for seven (7) calendar days.

- 6.02 Promoted employees shall be on a trial period of thirty (30) days worked. Should the employee be unsatisfactory in their new regular position, they shall revert to their old position and wage rate if the position is vacant or be placed in the first available position for which they are qualified.
- 6.03 In promotion of employees where the Employer feels ability and required qualifications are equal, the senior applicant shall be awarded the regular position.

## **ARTICLE 7 - LAYOFF AND RECALL**

- 7.01 A layoff shall be defined as a reduction in the work force or a reduction in the standard hours of work as defined in this Agreement. Where an employee reaches a mutually satisfactory arrangement with the Employer regarding the reduction in the standard hours of work, the provisions of this Article shall be waived.
- 7.02 For other than prescheduled layoff, the Employer shall provide as much notice as possible but shall provide no less than 5 days notice of layoff.
- 7.03 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off by classification in the reverse order of seniority provided the remaining employees have the required qualifications to perform the work available.
- 7.04 (a) Employees shall be recalled by classification in order of seniority provided they have the required qualifications to perform the work that is available. Recall shall be deemed to have been carried out five (5) calendar days following the registration of a letter to the last known address of the employee.
- (b) On the first business day of each calendar month, employees on lay-off shall contact the Employer to confirm availability for work and to provide current contact information. Failure by an employee to comply with these requirements shall be deemed a resignation from employment with the Employer.
- 7.05 No new employees shall be hired until those employees on layoff have been given the opportunity of recall.
- 7.06 Contracting Out

No Employee(s) shall lose their employment, nor suffer a reduction in regular wages or hours of work, as specified in this Collective Agreement, as a result of Contracting Out.

- 7.07 ~~For the period September 1, 2005 to August 31, 2007,~~ **If** a regular position becomes available due to an Employer approved leave of absence for the incumbent and the regular position is known to be available for a period longer than seventy (70) working days, temporary staffing for the available regular position will first occur from employees on layoff, subject to the provisions of Article 7. Should the Employer not find a suitable replacement from those employees on layoff, the temporary employment opportunity will be posted by the Employer in accordance with Article 6.

## **ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE**

- 8.01 Where a supervisor intends to interview an employee for purpose of issuing written discipline, the supervisor shall notify the employee in advance of the purpose of the interview. The employee ~~shall~~ **may** forthwith contact their Union Steward and a union representative may be present at the interview.
- 8.02 Whenever the Employer or their authorized agent deem it necessary to censure an employee in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the President of the Union with a copy to the employee involved. An employee considered by the Union to be wrongfully or unjustly disciplined shall be entitled to a hearing commencing with Step 2 of the grievance procedure.
- 8.03 The Employer may suspend or discharge any employee for just cause. An employee considered by the Union to be wrongfully or unjustly suspended or discharged shall be entitled to a hearing commencing with Step 3 of the grievance procedure.
- 8.04 A copy of any report on, or evaluation of, an employee that is to become part of the employee's record shall be given to the employee. The employee's written reply or comments in regard to such a report or evaluation must also become part of the record. On request, an employee may examine their file. File documents more than twenty-four months old will not be used in disciplinary proceedings, and shall be removed from the files of the Employer.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 The Employer acknowledges the right of the Union to appoint, or otherwise select, Shop Stewards who shall be an employee of the Employer and the appointment of Stewards shall be communicated to the Employer.



9.02 Should a dispute arise between the Employer and any Employee(s) regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner:

Step 1 - Within fourteen (14) days of the alleged occurrence of a possible dispute an attempt shall be made to verbally settle disputes between the Employee and the immediate supervisor. Upon failure to settle dispute with the immediate supervisor within seven (7) days, the aggrieved Employee shall submit the grievance to the appropriate Steward or Union official.

Step 2 - Failing agreement at Step 1, if the Union considers the grievance to be justified, the Employee(s) concerned, together with the Steward or Union official, shall first submit the grievance in writing stating the grievance concerned to the Employer's Secretary-Treasurer within twenty-eight (28) days of the alleged occurrence of a possible dispute. The Employer shall render a decision in writing to the Union within seven (7) days of receipt of the grievance. If requested, a hearing shall be held at this step.

Step 3 - Failing agreement being reached in Step 2, application may be made to the Employer in writing within seven (7) days of the Employer's response, stating the grievance concerned and a hearing shall be granted with the Superintendent or designate following the application. The Superintendent or designate shall render a decision in writing to the union within seven (7) days of receipt of the grievance.

Step 4 - Failing satisfactory settlement within seven (7) days after the hearing in Step 3, the Employer or the Union, on giving thirty (30) days notice in writing to the other party of their intention may refer the dispute to arbitration.

9.03 Where a dispute involving a question of general application or interpretation occurs, the Employer and the Union may agree to by-pass Steps 1 and 2 of this Article provided that notice is given within fourteen (14) days of the alleged grievance.

9.04 Replies to grievances shall be in writing except in regards to Step 1.

9.05 Grievances settled within the time allowed shall date from the time the grievance was filed.

9.06 The Employer shall supply the necessary facilities for the grievance meetings.

#### 9.07 Amending of Time Limits

Time limits set out for processing of grievances and arbitrations shall be adhered to except in the case of mutual agreement in writing to alter the time limits. If the Union fails to comply with the provisions of the grievance procedure the grievance is at an end. If the respondent fails to comply with the provision of this procedure the grievance proceeds to the next step.

- 9.08** The Employer and the Union agree to consider "Grievance Mediation" as an alternative disputes resolution process for those issues that have been or may be referred to an Arbitration ~~Employer~~ **Panel**. Grievance Mediation ~~shall~~ **may** be entered into by mutual consent in writing and further, unless mutually agreed otherwise in writing, the results of such mediation are not binding nor do they preclude continuing with the arbitration process.

### **ARTICLE 10 - ARBITRATION**

#### 10.01 Composition of Arbitration Panel

When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing within the aforesaid thirty (30) days in Step 4 addressed to the other party of the Agreement naming the nominee to an Arbitration Panel. Within fourteen (14) days the other party shall provide the name and address of its appointee. If the recipient of the notice fails to appoint a nominee, or if the two appointees fail to agree upon a Chair within thirty (30) days, the appointment shall be made by the Director of Mediation upon the request of either party.

#### 10.02 Who May Be An Arbitrator

No person shall be selected as a member of an Arbitration Panel who:

- (1) is acting, or has within a period of six (6) months preceding the date of appointment, acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties.
- (2) has any pecuniary interest in the matters referred to the Panel.

### 10.03 Arbitration Procedure

The Arbitration Panel may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it. It shall hear and determine the difference or allegation and render a decision within fourteen (14) days from the time the Chair is appointed. The decision of a majority shall be the decision of the Arbitration Panel.

### 10.04 Expenses of the of Arbitration Panel

Each party shall pay:

- (1) The fees and expenses of the nominee it appoints;
- (2) One-half the fees and expenses of the Chair.
- ~~(3) Canadian Rockies Regional Division #12 shall save whole the wages and benefits of any employees attending an Arbitration Panel.~~

### 10.05 Witnesses

At any stage in the grievance or arbitration procedure the parties may have the assistance of the Employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

10.06 The Arbitration Panel shall not be empowered to alter or amend any of the terms of this Agreement. However, in grievances concerning discipline, the Arbitration Panel shall have the right to alter or amend any penalty or disciplinary action imposed by the Employer.

10.07 As an alternative to the above outlined three person panel, the Employer and the Union may by mutual agreement in writing, appoint a single arbitrator who shall then constitute the Arbitration Panel.

## **ARTICLE 11 - HOURS OF WORK**

11.01 The standard hours of work shall be:

Seven (7) hours per day for all Support Staff, except Teaching Assistants who shall work a six (6) hour day.

The standard work year shall approximately follow the school calendar. The specific work calendar shall be determined by the end of May each year as part of the budget preparations.

- 11.02 Employees working in excess of five (5) consecutive hours per day shall be entitled to at least a one half (1/2) hour unpaid meal break.
- 11.03 Where practicable, the Employer will provide notice of five (5) calendar days to an employee where a permanent change in the hours of work for that employee will occur.

## **ARTICLE 12 - OVERTIME**

- 12.01 Hours worked in excess of the above standard hours shall be deemed to be overtime hours and shall only be permitted on the following basis: the overtime must be preauthorized by the Administrator and the employee affected shall be compensated at straight time for the first hour, time and one-half (1 ½) for the next four (4) hours, and double time (2X) for any additional hours in any one work day.

## **ARTICLE 13 - HOLIDAYS**

- 13.01 The Employer recognizes the following as Paid Holidays for employees covered by this collective agreement:

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

Employees on layoff during July/August shall not be paid for:

Canada Day unless it falls on a working day and they work on the first normal working day following Canada Day.

Labour Day unless the employee works the Friday before Labour Day.

Where Remembrance Day falls on a day that is normally a day off for an employee, no pay or day off in lieu for the holiday shall accrue.

13.02 In order to be paid for a holiday, an employee must be at work or on approved leave of absence with pay on the last normal working day before and the first normal working day following the Paid Holiday.

#### **ARTICLE 14 – VACATION**

14.01 Effective September 1, 2000, during the first two years of service employees shall be entitled to two weeks vacation with pay to be paid on the basis of 4% of regular earnings. After two (2) years service employees shall be entitled to three weeks vacation to be paid on the basis of 6% of regular earnings. After eight (8) years service employees shall be entitled to four (4) weeks vacation with pay to be paid on the basis of 8% of regular earnings. Effective September 1, 2005, after seventeen (17) years of service employees shall be entitled to five (5) weeks vacation with pay to be paid on the basis of 10% of regular earnings.

#### **ARTICLE 15 - SICK LEAVE**

15.01 Sick leave is defined as a period of time an employee is absent from work due to a disability or illness for which they are not eligible for Workers' Compensation.

15.02 Effective September 1, 2005, sick leave credits shall begin to accumulate following completion of 6 months of service at the rate of .75 work days for each full month worked thereafter. Following completion of 12 months of service, sick leave credits will accrue at the rate of 1.5 work days for each full month worked thereafter. Sick leave credits can accrue to a maximum of 70 work days. Sick leave credits are earned on a pro rata basis based on full-time equivalency.

15.03 The daily rate of sick leave pay shall be 100% of regular rate of pay.

15.04 If sick or disabled for more than two (2) consecutive days employees may be asked to produce a certificate from a physician or dentist designated by the Employer attesting to the illness or disability claimed. Costs incurred to obtain the certificate shall be borne by the Employer.

15.05 A record of unused sick leave will be maintained by the Employer. Employees will be advised at the end of January of the amount of unused sick leave to each employee's credit, as of December 31 of the prior year.

## ARTICLE 16 - LEAVE OF ABSENCE

### 16.01 Critical Illness Leave and Bereavement Leave

#### 16.01.01

Leave of absence for the purpose of critical illness and bereavement shall be granted with pay under the following conditions:

- (a) Up to three (3) school days for the critical illness and five (5) school days for the death, of an employee's spouse, son or daughter, parent, brother, sister or parent of spouse;
- (b) Up to three (3) school days for the critical illness and three (3) school days for death of grandparent, grandchild, grandparent of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other relative who is a member of the employee's household.

#### 16.01.02

Those days referred to in clause 16.01.01 may be extended at the discretion of the Employer should additional time be required for travel.

#### 16.01.03

Before payment is made under this Article, the Employer may require a medical certificate stating that critical illness was the reason for the absence. Critical illness when used in this collective agreement shall mean a life threatening illness requiring the attendance of the employee in a care giving capacity.

### 16.02 Leave for Negotiations

- (a) The Employer will allow time off without pay and without benefits for up to two (2) employees to serve as permanent members of the Local Union Collective Bargaining Committee. During a leave of absence granted pursuant to this clause, the employee shall claim wages and benefits applicable to the period of leave and the Union shall reimburse the Employer.
- (b) Members of the Local Union Collective Bargaining Committee may be increased to more than two (2) employees by mutual agreement of the Employer and the Union. The provisions of clause 16.02 (a) shall apply to any leave granted under this sub-clause.

### 16.03 Union Leave

Upon request to the Employer, leave of absence without pay and without benefits shall be allowed employees to attend meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies, and any Labour organization with which the Union is affiliated. During a leave of absence granted pursuant to this clause, the employee shall claim wages and benefits applicable to the period of leave and the Union shall reimburse the Employer.

### 16.04 Court Leave

Leave with pay shall be granted to Employees subpoenaed or summonsed to appear for jury or witness duty, for other than a case instituted by the Employee, and the Employee shall forward any witness or jury pay to the Employer.

### 16.05 General Leave

- (a) Additional leave for any other purpose may be granted at the discretion of the Employer with pay and benefits, without pay, or without pay and benefits.
- (b) Provided an employee has the required qualifications:
  - (i) where the approved leave is for six (6) months or less, an employee returning from leave of absence is entitled to return to their previous position or a position in the same classification if their previous position no longer exists.
  - (ii) where the approved leave is greater than six (6) months, an employee is entitled to return to a similar position with the Employer if available, or the next available vacancy in a similar position.

### 16.06 Maternity Leave

#### 16.06.01

An employee shall be granted Maternity Leave in accordance with the Employment Standards Code. During the currency of the statutory maternity leave the Employer will continue the employee's participation in the insurance benefit plans in accordance with the provisions of the plan and will continue to pay its portion of the premiums.

16.06.02

During the health related portion of maternity leave the employee shall access the Employer's 95% supplementary unemployment insurance benefit (S.U.B.) plan in lieu of salary to the maximum of their accumulated sick leave entitlements.

16.07 Parenting Leave

16.07.01

An employee shall be granted parenting leave in accordance with the Employment Standards Code. During the currency of the statutory parenting leave the employee shall have the option of maintaining, at the employees own expense, participation in the various insurance plans in accordance with the provisions of the plan.

16.08 Personal Leave

16.08.01

Upon request to the principal, with two weeks notice where possible, an employee shall be granted two (2) days personal leave per school year except where circumstances put such a leave in conflict with the interests of the school. These days shall not be used to extend a holiday period or long weekend, except at the discretion of the superintendent.

16.08.02

For any employee employed for 60 work days or less in a school year, the provisions of clause 16.08.01 do not apply.

16.08.03

Any employee employed for 61 to 100 work days in a school year shall be granted one (1) day personal leave per school year in place of the provisions under clause 16.08.01.

## **ARTICLE 17 – SAFETY**

17.01 The Union and the Employer shall co-operate in continuing and perfecting the safety measures now in effect.

17.02 To achieve this goal, two (2) representatives of the Union shall participate in the Joint Occupational Health and Safety Committee.



## **ARTICLE 18 - PAYMENT OF WAGES**

- 18.01 Pay day shall be the third to last banking day of each month. Pay shall be in accordance with Schedule "A" of this Agreement.
- 18.02 Employees shall, upon their request, have their base salary paid over a twelve (12) month period.

## **ARTICLE 19 - PENSION PLAN**

- 19.01 It is agreed that the present pension plan with the Local Authorities Pension Plan will be continued.

## **ARTICLE 20 - MANAGEMENT RIGHTS**

- 20.01 Except as otherwise specifically limited by the express provisions of this Collective Agreement, the Union recognizes that the Employer shall have the sole and exclusive right to determine all matters pertaining to the conduct of its management of the Employer and its affairs, and that the direction of the working forces is fixed exclusively in the Employer and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:
- (1) maintain order and efficiency;
  - (2) hire, retire, discharge, promote, demote, classify, transfer, lay off, recall, suspend or otherwise discipline employees;
  - (3) make and enforce and alter from time to time rules and regulations to be observed by the employees.

## **ARTICLE 21 - BENEFITS**

- 21.01 The Employer will provide the following benefits, subject to the terms and conditions of the applicable contracts and/or government regulations:

Life & Accidental Death/Dismemberment – Plan 2	Dental Care – Plan 3
Extended Disability Benefit – Plan D	Vision Care – Plan 3
Extended Health Care – Plan 1	Alberta Health Care

- 21.02 The Employer shall pay 80% of the premium cost and the employee shall pay 20% of the premium cost for the plans set out under clause 21.01. Effective September 1, 2009, the Employer shall pay 85% of the premium cost and the employee shall pay 15% of the premium cost for the plans set out under clause 21.01.
- 21.03 It shall be a condition of employment for all employees to participate in the Alberta School Employees Benefit Plan or equivalent and Alberta Health Care Insurance. In accordance with the terms of the insurance carriers, an employee may be exempted from participation in the Extended Health Care plan, the Dental plan, the Vision Care plan or Alberta Health Care Insurance provided the employee provides proof of participation in these or similar plans elsewhere.

## **ARTICLE 22 - CASUAL AND TEMPORARY EMPLOYEES**

- 22.01 For temporary employees, other than those benefits required by law, Schedule A and the grievance procedure, no other provisions of this Collective Agreement shall apply to temporary employees.
- 22.02 For casual employees, other than those benefits required by law, the start rate in Schedule A and the grievance procedure, no other provisions of this Collective Agreement shall apply to casual employees.

## **ARTICLE 23 - TERM OF AGREEMENT**

- 23.01 This Agreement shall be binding and remain in effect from **September 1, 2012 to August 31, 2016**, and shall continue from year to year thereafter, unless either party gives to the other party notice in writing, not more than one hundred and twenty (120) days and not less than sixty (60) days from the termination date in the year that it desires its termination or amendment.

Either party desiring to propose changes or amendment to this Agreement shall within the above stated period, give notice in writing to the other party with a list of the changes or amendments proposed.

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

THIS AGREEMENT SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

**ON BEHALF OF CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 4306**



\_\_\_\_\_  
JOANNE PASEMKO

**ON BEHALF OF CANADIAN ROCKIES  
REGIONAL DIVISION #12**



\_\_\_\_\_  
DAVE MACKENZIE



\_\_\_\_\_  
CHRIS MACPHEE

DATE

Jan 14/14

DATE

Jan. 9, 2014

**SCHEDULE "A" – WAGES**

JOB TITLE	HOURLY RATES September 1, 2012 - August 31, 2014				HOURLY RATES September 1, 2015 - August 31, 2016			
	Start	After 1 years of service	After 3 years of service	After 5 years of service	Start	After 1 year of service	After 3 years of service	After 5 Years of service
	ASL Interpreter	\$28.23	\$31.37	\$32.63	\$33.94	\$29.08	\$32.31	\$33.61
Network Support Analyst	\$25.88	\$28.75	\$29.92	\$31.10	\$26.66	\$29.61	\$30.82	\$32.03
Administrative Assistant	\$19.83	\$22.03	\$22.92	\$23.84	\$20.42	\$22.69	\$23.61	\$24.56
Computer Tech								
Accounts Payable								
Library Technician	\$19.52	\$21.68	\$22.54	\$23.46	\$20.11	\$22.33	\$23.22	\$24.16
Education Assistant								
Career Practitioner								
Signing TA	\$22.70	\$24.86	\$25.85	\$26.89	\$23.38	\$25.61	\$26.63	\$27.70
Clerk Typist								
Library Clerk	\$15.74	\$17.49	\$18.19	\$18.90	\$16.21	\$18.01	\$18.74	\$19.47

Service is calculated from position start date.

**LETTER OF UNDERSTANDING  
BETWEEN  
CANADIAN ROCKIES REGIONAL DIVISION #12  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4306**

**RE: LABOUR MANAGEMENT ADVISORY COMMITTEE**

The parties agree to trial a Labour Management Advisory Committee for the term of this agreement in accordance with the following:

- a) The Labour Management Advisory Committee shall determine its own terms of reference, however, it shall not have jurisdiction over wages, or any matters of collective bargaining, including the administration of this Collective Agreement.
- b) The Labour Management advisory Committee shall consist of up to four (4) representatives of the Union and up to four (4) representatives of the Employer.
- c) Upon written request by either party, the committee shall schedule a meeting within thirty (30) calendar days. This timeline may be extended in writing by mutual agreement of the parties.
- d) Items for discussion may be added to the agenda with a minimum of forty-eight (48) hours notice.

This letter shall expire and have no further force and effect as of August 31, 2016.

ON BEHALF OF CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 4306



JOANNE PASEMKO

ON BEHALF OF CANADIAN ROCKIES  
REGIONAL DIVISION #12



DAVE MACKENZIE



CHRIS MACPHEE

DATE

Jan 14 / 14

DATE

Jan 9, 2014

**LETTER OF UNDERSTANDING  
BETWEEN  
CANADIAN ROCKIES REGIONAL DIVISION #12  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4306**

**RE: REVIEW OF HARASSMENT POLICY**

**Upon written request by the Union, the parties shall meet with to discuss issues the Union has identified as potential changes to the Employer's Harassment Policy. The written request must be submitted to the Superintendent by the Union within thirty (30) calendar days following the signing of this collective agreement. The meeting will be held within thirty (30) calendar days following receipt of the Union's written request. The parties may mutually agree to amend these timelines.**

**ON BEHALF OF CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 4306**



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JOANNE PASEMKO

**ON BEHALF OF CANADIAN ROCKIES  
REGIONAL DIVISION #12**



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DAVE MACKENZIE



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CHRIS MACPHEE

DATE

Jan 14/14

DATE

Jan-9, 2014