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# **C.U.P.E. Collective Agreement**



**September 1, 2010 to August 31, 2013**

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## TABLE OF CONTENTS

1.0 APPLICATION AND FORCE OF COLLECTIVE AGREEMENT .....	1
2.0 DURATION AND TERM OF COLLECTIVE AGREEMENT.....	2
3.0 MANAGEMENT RIGHTS.....	3
4.0 UNION REPRESENTATION .....	4
5.0 DEFINITIONS .....	5
6.0 CLASSIFICATION OF EMPLOYEES .....	6
7.0 HOURS OF WORK.....	7
8.0 SENIORITY .....	7
9.0 STAFFING .....	8
10.0 PAY CLASSIFICATIONS & PAY SCALES.....	10
11.0 PAYMENT OF SALARY .....	12
12.0 GENERAL HOLIDAYS .....	13
13.0 VACATION PAY.....	14
14.0 OVERTIME .....	14
15.0 TIME OFF IN LIEU OF EXTRA HOURS WORKED .....	15
16.0 EMPLOYEE BENEFITS .....	16
17.0 LOCAL AUTHORITIES PENSION PLAN .....	17
18.0 SICK LEAVE .....	18
19.0 MATERNITY AND PARENTAL LEAVE .....	19
20.0 LEAVES OF ABSENCE .....	21
21.0 REDUCTION IN SCHOOL SUPPORT STAFF .....	24
22.0 GRIEVANCE PROCEDURE.....	25
23.0 LABOUR MANAGEMENT COMMITTEE .....	27
24.0 HEALTH AND SAFETY .....	28
25.0 PERSONNEL RECORD.....	28
26.0 CORRESPONDENCE/COMMUNICATION .....	29

**Sturgeon School Division No. 24**

**C.U.P.E. COLLECTIVE AGREEMENT  
September 1, 2010 to August 31, 2013**

BETWEEN The Sturgeon School Division No. 24, hereinafter called "The Employer".

AND CUPE, Local 4625, hereinafter called "The Union",

Whereas, The Union is the duly certified bargaining agent for the school support staff employed by The Employer, and

Whereas, such employee terms and conditions of employment and their salaries have been the subject of negotiation between the parties, and

Whereas, the parties desire that these matters be set forth in an agreement to govern the terms of employment of the school support staff.

NOW THEREFORE THIS AGREEMENT WITNESSETH -

**1.0 APPLICATION AND FORCE OF COLLECTIVE AGREEMENT**

- 1.1 The Employer recognizes the Canadian Union of Public Employees Local 4625 as the sole and exclusive bargaining agent for all employees included under Certificate 200-2005 specifically excluding teachers, custodial and caretaking staff, maintenance, central office personnel, community school coordinator, head cook, business manager and bus drivers. The employees to which this collective agreement applies shall be known collectively as the school support staff and herein referred to as the "employee" or where the context requires "employees". The Employer agrees that no representative of the Employer will enter into any agreement with individual employees or group of employees in the bargaining unit that addresses matters governed by the terms of this agreement.

## 2.0 DURATION AND TERM OF COLLECTIVE AGREEMENT

- 2.1 This agreement shall be in full force and effect from the date of execution hereof until August 31<sup>st</sup>, 2013 unless otherwise specifically provided for in the agreement.
- 2.2 The terms of this agreement shall take effect the date of signing except as specifically provided in the text of this agreement.
- 2.3 Wages shall apply to all employees, who are employees at Sept. 1, 2010.
- 2.4 Either party desiring to amend or terminate this agreement shall give notice in writing to the other not less than sixty (60) nor more than one hundred and twenty (120) days immediately preceding the termination of this agreement. In the event the foregoing notice is served, the parties shall commence collective bargaining within 30 days of receipt of such notice.
- 2.5 This collective agreement shall continue in full force and effect until a replacement agreement is concluded or until a legal strike or lockout commences in accordance with the Labour Relations Code.
- 2.6 The two parties may at any time by mutual agreement negotiate revisions in writing to this agreement. Any such revisions in writing agreed upon shall become effective from such date as may be mutually agreed by the parties.
- 2.7 If neither party gives notice to commence collective bargaining as outlined in this article, then this agreement shall be extended for one (1) further year past its termination date on the same terms and conditions as are set out herein except as to this provision for extension.
- 2.8 The Employer agrees that it will not cause or direct any lock-outs of its employees during the life of this agreement. In like manner, The Union agrees that no employee shall cause or take part in any sit-down, slow down, strike or stoppage of work during the life of this agreement.

### 3.0 MANAGEMENT RIGHTS

- 3.1 Management and the direction of the working force are vested solely and exclusively with The Employer, and shall not in any way be abridged except by specific restrictions as set forth in this agreement.
- 3.2 The Employer may create or designate new positions not covered in this agreement.
- 3.3 The Employer hereby retains the sole and exclusive control over any and all matters concerning:
  - 3.3.1 the operation, management and administration of its business;
  - 3.3.2 the determination of the location, relocation, or termination of any or all of its facilities, including, without limitation, the determination of whether services or work will be carried out, subcontracted or otherwise acquired;
  - 3.3.3 the direction and control of employees including, but not limited to the determination of the number and qualifications, both technical and medical, of employees to perform work; the determination of quality and quantity standards; and the required employee performance to meet such standards;
  - 3.3.4 the assignment of work or overtime;
  - 3.3.5 the right to select, hire, lay off, promote, discipline, suspend, discharge and retire;
  - 3.3.6 the right to determine job content;
  - 3.3.7 the right to determine the starting and closing time of work;
  - 3.3.8 the right to determine processes, methods and procedures to be employed, including technological change;

- 3.3.9 the right to make and enforce rules, including safety matters, and to perform all other functions inherent in the administration and control and/or direction of business, except as expressly specifically limited by the terms of this agreement.
- 3.4 The foregoing enumeration of Management's Rights shall not be deemed to exclude other rights of management not specifically set forth. The Employer therefore retains all rights not otherwise specifically covered by this agreement, irrespective of whether the same have been hereto exercised.

#### 4.0 UNION REPRESENTATION

- 4.1 The Employer agrees to deduct Union Dues at the rate prescribed by the Union, from the monthly salary of all employees whether or not they choose to become members of the Union and, shall remit such dues to the Union.
- 4.2 Dues shall be deducted on a pay period basis and the amount deducted shall be remitted to the Union no later than the 15th day of the following month.
- 4.3 The Employer shall remit Union Dues to the Union on a monthly basis accompanied by a list of employees, pertinent to the pay period, their employment site, their classification full time equivalent [FTE] status and current earnings, current dues deducted, home addresses and phone numbers.
- 4.4 Right to Union Representation
- An employee shall have the right to have a union representative present at a meeting which is called to discuss disciplinary action including written reprimand, suspension, demotion, or termination. The Employer will inform the employee of this right prior to such a meeting.
- 4.5 The Union will also be notified of all resignations, retirements, terminations, new hires, new positions, reclassifications, transfers, layoffs, and recalls within ten (10) working days of such transactions.

- 4.6 A representative of the Union who works in the same school shall have the right to make a brief presentation to a new employee for the orientation of the new employee with respect to the structure of the Local, the bargaining unit relationship and the Collective Agreement. This presentation shall be arranged by the union representative and the new employee outside of instructional hours.

## 5.0 DEFINITIONS

- 5.1 Full-time school based employees shall work a minimum of 200 days per year, and such other days as may be funded by the division and assigned by the school principal. Further, each full time employee shall work one of the weekly assignments described in Article 7.2 of this agreement.
- 5.1.1 PUF employees who work all days of the instructional calendar for PUF programs shall be considered as full-time employees.
- 5.2 Probationary employee is one who, at commencement of employment, works in a position for a probationary period of 3 months.
- 5.3 Permanent employee is one who has successfully completed the probationary period.
- 5.4 Part-time employee is one who works in a position established by the employer and which position requires services on less than a full time basis.
- 5.5 Temporary employee is one who, at the commencement of employment is hired on a full or part time basis, for a period of no fewer than 21 consecutive work days or more than 200 consecutive work days.
- 5.6 The substitute employee rate shall be Step One of the Ed. Asst. 1 rate.
- 5.6.1 Substitute employees shall not earn seniority and shall not have rights to promotion, transfer, layoff, recall, or benefits.
- 5.7 "Recall List" is a listing of the names of those employees who during the last six (6) continuous operational months have been laid off.

## 6.0 CLASSIFICATION OF EMPLOYEES

- 6.1 The Employer agrees to provide classification descriptions for all positions for which the Union is the bargaining agent. Upon request the Employer shall supply these to the employees and the Union. It is understood that positions, not employees, are classified.
- 6.2 When a new classification is established within the bargaining unit the Employer and the Union shall negotiate the wage rate that shall apply.
- 6.3 When the Employer creates a new classification description it shall forthwith provide the Union with this new classification description and identify any work location where it may be intended for immediate application.
- 6.4 The Employer may reclassify a position when new or altered duties and responsibilities are assigned to the position.
- 6.5 When the Employer reclassifies an existing position, it shall forthwith provide the Union with the work location and the classification description for the reclassified position.
- 6.6 An employee or the Union may apply to have a position reclassified when, in its opinion, new or altered duties and responsibilities are assigned to the position. Reclassification applications are to be addressed to Associate Superintendent, Human Resources and to the President of the Local.
- 6.7 When an employee's position is reclassified the incumbent will, if qualified, be placed in the new classification without the position being advertised. The President of the Union will be notified of any such reclassifications.
- 6.8 Should the employee or Union be unsatisfied with the decision of the Employer, the reclassification application may be referred to the Labour-Management Committee for review and recommendation.



## 7.0 HOURS OF WORK

- 7.1 The Employer may schedule an employee to work for up to forty (40) hours per week. The actual number of hours worked per day by any employee will be determined by The Employer and will be subject to the total hours allocated to each individual school.
- 7.2 Current daily time allotment will be maintained for all employees working more than the minimum 6.5 hours per day at the date of execution of this agreement. Full time employees shall work one of the following shifts:
- 40.0 hours per week
  - 37.5 hours per week
  - 35.0 hours per week
  - 32.5 hours per week
- 7.3 For employees who are paid for 6.5 hours per day or longer, every effort will be made to provide two fifteen minute paid breaks per shift, or the equivalent, based on operational constraints. Employees who are paid for less than 6.5 hours per day are entitled to one fifteen minute paid break per shift.

## 8.0 SENIORITY

- 8.1 Seniority shall be defined as the date that an employee commenced continuous service with the Employer in a position included in the bargaining unit.
- 8.2 The normal interruptions during the scheduled school vacation periods shall not constitute a break in service for the calculation of seniority.
- 8.3 Seniority shall not continue to accumulate in the event of:
- temporary layoff in excess of ninety [90] consecutive calendar days;
  - personal leave of absence without pay in excess of thirty [30] consecutive calendar days;
  - a temporary board assignment in a position outside the bargaining unit which continues beyond 180 consecutive calendar days.

- 8.4 Employees shall lose seniority only in the event they:
- are laid off for a period in excess of 180 consecutive calendar days;
  - are terminated for just cause;
  - resign from employment in the bargaining unit;
  - successfully complete probationary periods for positions exempted from this agreement.
- 8.5 Should a temporary employee in an assignment of 190 days or longer, within thirty days of the expiry of the temporary assignment, be successful in obtaining a regular full-time or regular part-time position, the employee shall be credited with seniority [at no cost to the employer] for the time worked in the long term temporary assignment.
- 8.6 The Employer will, by October 30 and April 30 of each year, provide the Union with an updated seniority list of all employees within the bargaining unit in a mutually acceptable format.

## 9.0 STAFFING

- 9.1 Positions are filled by candidates who possess the necessary skills, training, and experience, as described in the classification description.
- 9.2 Employees who currently occupy positions in the bargaining unit shall be maintained in their positions and are eligible to receive all future pay increments and economic increases.
- 9.3 The Union (President/Designate) shall be notified as to Union job openings in excess of twenty (20) consecutive working days. A copy of the posting will be faxed or sent electronically to the schools and the positions shall be advertised on the Sturgeon School Division web site for a period not less than five (5) consecutive business days. The posting must state the hours per week, work location, required qualifications and classification.
- 9.4 In the event that a Union position becomes available during July and/or August, notice shall be posted on the Sturgeon School Division web site for five (5) consecutive days and the President of the Union shall be notified in writing.

9.5 Appointments shall be made on the basis of an evaluation of all qualifications including skills, training, knowledge, performance and seniority, as per article 8.1. In the event that the qualifications of the applicants are relatively equal, seniority with the Employer will be considered as the determining factor in the selection process. First consideration will be given to permanent employees covered by this collective agreement.

9.5.1 Should no qualified applicant[s] apply for a job opening included in the bargaining unit, the following order of consideration may be used:

9.5.1.1 The position may be re-posted/advertized at the same level until a qualified candidate is selected; or

9.5.1.2 The position may be filled by an internal applicant from applications received, as a training and experience opportunity at one classification series and pay level lower, but in no case less than their current rate of pay. If the candidate achieves full qualification within one (1) year of undertaking the position, they shall be placed permanently into the position at the regular pay level. If the candidate is unable to achieve the required qualifications within the specified time frame, then the position shall be reposted and the employee will revert back to their previous position, or

9.5.1.3 If no internal applicants exist the position shall be "under-filled" by one of the applicants, who shall be paid at a step in the immediate-lower classification in the same series, until such time as the new employee achieves the qualifications (training and experience) for the position. This process must be completed within the school year of appointment, or the position shall be re-posted for the succeeding school year, if required.

9.6 A permanent employee who is the successful applicant for a temporary position shall maintain and accrue seniority, and shall revert back to the employee's former position upon completion of the temporary position.

9.7 All new appointees to staff shall, immediately prior to commencing employment, submit a medical certificate of health.

**10.0 PAY CLASSIFICATIONS & PAY SCALES**

PAY CLASSIFICATIONS

<b>PAY SCALE</b>	<b>CLASSIFICATIONS</b>
<b>Pay Group 1</b>	Library Clerk Office Clerk 1 Cafeteria Clerk Educational Assistant 1
<b>Pay Group 2</b>	Therapy Assistant Educational Assistant 2 Office Clerk 2
<b>Pay Group 3</b>	Library Technician Administrative Assistant Cafeteria Technician Accounts Clerk Educational Assistant 3 Educational Assistant 3/Cosmetology Educational Assistant 3/High School Science
<b>Pay Group 4</b>	Vocational Assistant Divisional Administrative Assistant Educational Assistant 4 Licensed Practical Nurse

**Retroactive to September 1, 2010 – 2.5%**

<b>Pay Classifications</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>1</b>	16.84	17.73	18.65	19.52	20.42	21.33
<b>2</b>	17.73	18.65	19.52	20.42	21.33	22.22
<b>3</b>	18.65	19.52	20.42	21.33	22.22	23.12
<b>4</b>	23.00	24.28	25.58	26.87	28.14	29.43

**September 1, 2011 – 1.5%**

<b>Pay Classifications</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>1</b>	17.09	18.00	18.93	19.81	20.73	21.65
<b>2</b>	18.00	18.93	19.81	20.73	21.65	22.55
<b>3</b>	18.93	19.81	20.73	21.65	22.55	23.47
<b>4</b>	23.35	24.65	25.96	27.27	28.56	29.87

**April 1, 2012 - 1.5%**

<b>Pay Classifications</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>1</b>	17.35	18.27	19.21	20.11	21.04	21.98
<b>2</b>	18.27	19.21	20.11	21.04	21.98	22.89
<b>3</b>	19.21	20.11	21.04	21.98	22.89	23.82
<b>4</b>	23.70	25.02	26.35	27.68	28.99	30.32

**September 1, 2012 – Wage Re-opener**

## 11.0 PAYMENT OF SALARY

- 11.1 The Employer shall pay each ten-month employee his/her pay in equal amounts of one-twelfth of his/her pay on the second last operational day of each month from September to May inclusive. On the last operational day of June, he/she shall receive two twelfths of his/her ten-month pay and on the second last banking day of August, he/she shall receive one twelfth of his/her pay (taking into consideration necessary adjustments).
  - 11.1.1 Pay shall be made by the Employer by direct deposit to the employee's designated banking institution.
- 11.2 Employees who have resigned or whose employment is terminated on the last operational day in a school year shall receive all pay due to them on the last operational day of June.
- 11.3 Unless specifically permitted by the agreement, authorized by the employee, or required by law, pay of an employee shall not be withheld beyond the regular date of payment.
- 11.4 A permanent employee shall normally receive an increment for each complete year of experience with The Employer until such time as the maximum salary for their classification is reached.
- 11.5 A year of experience shall be interpreted as
  - 11.5.1 For each period of at least one hundred and ninety (190) days in a school year during which the employee has actually provided service.
  - 11.5.2 For a minimum of one hundred and ninety (190) days in a period of two consecutive school years during which an employee has actually provided service.
- 11.6 Increments will be paid as hereunder
  - 11.6.1 No later than 30 days upon completion of the required 190 days.
  - 11.6.2 No employee may achieve more than one increment in a twelve month period.

- 11.7 An employee who is promoted to a position in a higher pay group shall be placed on the step of the new grade which results in a pay increase no less than five percent [5.0%] above her/his former rate. Upon promotion to such a position the employee's anniversary date for purposes of advancement on the wage scale shall become this date of promotion.
- 11.8 When, as a result of the absence of an incumbent, an employee is assigned to carry out the principle duties of a position which has a higher pay grade for five [5] or more working days, the employee shall be paid at the step for the higher grade which provides no less than a five percent [5.0%] increase above her/his regular rate, retroactive to the first day of the assignment.
- 11.9 Newly hired employees with directly related experience and/or formal education will be paid according to the following schedule:
- 11.9.1 2 years experience or less - Start at Step I
  - 3 – 4 years experience - Start at Step II
  - 5 years or more experience - Start at Step III
  - 11.9.2 Certificate or Diploma - Add one more additional step
  - 11.9.3 Notwithstanding 11.9.1 or 11.9.2, there may occur very occasional, difficult-to-recruit, postings when the Employer must go beyond this schedule. Each time such a situation occurs, the Employer shall offer the Union the opportunity to meet and discuss the factors that have resulted in this situation.

## 12.0 GENERAL HOLIDAYS

- 12.1 All employees may receive the following general holidays provided the relevant provisions of the Employment Standards Code are met:
- |                    |                  |
|--------------------|------------------|
| New Year's Day     | Labour Day       |
| Alberta Family Day | Thanksgiving Day |
| Good Friday        | Remembrance Day  |
| Easter Monday      | Christmas Day    |
| Victoria Day       | Boxing Day       |
| Canada Day         |                  |
- 12.2 All hours worked on general or Employer declared holidays shall be defined as overtime.

- 12.3 All hours worked by an employee shall be recorded on the employee's time sheet.

### 13.0 VACATION PAY

- 13.1 Vacation Entitlement
  - 13.1.1 After completing one (1) year of service 4%
  - 13.1.2 After completing two (2) years of service 6%
  - 13.1.3 After completing eight (8) years of service 8%
  - 13.1.4 After completing fifteen (15) years of service 10%
  - 13.1.5 Effective September 1, 2008, after completing twenty-five [25] years of service 12%
- 13.2 A vacation year shall commence on July 1st in any calendar year and terminate on June 30th of the following calendar year.
- 13.3 An employee earns vacation leave as follows:
  - 13.3.1 During all days worked.
  - 13.3.2 While on sick leave up to sixty (60) consecutive working days.
  - 13.3.3 While on any other approved leave of absence up to thirty (30) consecutive working days, unless specifically stated differently in a written contract with The Employer.

### 14.0 OVERTIME

- 14.1 Overtime shall be defined as
  - 14.1.1 all hours worked on a regular day that exceed eight (8) hours of work by the employee;
  - 14.1.2 all hours worked on Saturdays and Sundays unless the employee is normally scheduled to work on those days;



- 14.1.3 all hours worked on general or Board declared holidays;
- 14.2 All overtime shall require approval in advance by the Principal/designate.
- 14.3 All hours worked up to [forty] 40 hours per week shall be paid at the employee's regular rate of pay. Hours worked in excess of forty [40] hours per week shall be paid at the rate of one and one-half [1 ½] times the employee's regular rate of pay.
- 14.4 When an employee is called from home for extra work [i.e. not scheduled in advance] the employee shall be paid a minimum of three [3] hours pay at the overtime rate.

#### **15.0 TIME OFF IN LIEU OF EXTRA HOURS WORKED**

- 15.1 Pursuant to section 23 of the Employment Standards Code, an employee will be required to enter into an agreement with The Employer for time off in lieu of overtime.
- 15.2 An employee may take time off in lieu of hours worked in excess of the regular shift or choose to be paid for all such approved hours worked during the school year. Credit for time-in-lieu shall be granted for periods of time of fifteen consecutive minutes or more.
  - 15.2.1 All permanent and temporary employees shall select either the "time in lieu" or the "cash payment" method of payment for extra hours worked not later than September 15 of each School Year or at the date of hire if after September 15. There shall be only one method of payment per year per employee.
- 15.3 Time off in lieu of extra hours worked shall be included on the employee's time sheet and taken within the school year in which it is earned.
  - 15.3.1 Time off in lieu of extra hours worked shall be taken at a time mutually agreed upon by The Employer and the employee. Approval shall not be unreasonably denied.
- 15.4 Any time-in-lieu earned but unused in a school year shall be paid out in the August pay on an hour-for-an-hour basis.

- 15.5 All hours worked on this 'time off in lieu' option shall result in time off in lieu on an hour-for-hour basis.
- 15.6 All extra hours worked shall require approval in advance by the Principal/designate.

## 16.0 EMPLOYEE BENEFITS

- 16.1 Participation in the Extended Disability and Life Insurance provisions of the Alberta School Employee Benefit Plan or a plan of equivalent or better benefit provision shall be a condition of employment for all employees working twenty (20) hours or more per week in a permanent position or a temporary position greater than three [3] months duration.
  - 16.1.1 The Employer shall administer Schedule 2 of the Life Insurance provisions Plan or a plan of equivalent or better benefit provision and shall pay the premiums to a maximum of 85% of the cost of the premiums. Effective Oct. 1, 2008, the Employer shall pay to a maximum of 90% of the cost of the premiums.
  - 16.1.2 The Employer shall administer Plan D of the Extended Disability provisions Plan or a plan of equivalent or better benefit provision and shall pay the premiums to a maximum of 85% of the cost of the premiums. Effective Oct. 1, 2008, the Employer shall pay to a maximum of 90% of the cost of the premiums.
- 16.2 Participation in the Dental Care provisions of the Alberta School Employee Benefit Plan or a plan of equivalent or better benefit provision shall be a condition of employment for all employees working twenty (20) hours or more per week, except an employee may waive participation by stating that they have coverage through their spouse.
  - 16.2.1 The Employer shall administer plan 3 of the Dental Care provisions or a plan of equivalent or better benefit provision and shall pay the premiums to a maximum of 75% of the cost of the premiums. Effective Oct. 1, 2008, the Employer shall pay to a maximum of 90% of the cost of the premiums.
- 16.3 The Employer shall administer the Alberta School Employee Benefit Plan, Extended Health Care Plan 1 or a plan of equivalent or better benefit provision and shall pay 85% of the cost of the premiums. Effective Oct. 1, 2008, the Employer shall pay to a maximum of 90% of the cost of the premiums.

- 16.4 The Employer shall administer the Alberta Health Care Insurance Plan for all employees who register in that plan and shall pay the premiums to a maximum of 85% of the cost of the premiums. Effective Oct. 1, 2008, the Employer shall pay to a maximum of 90% of the cost of the premiums.
- 16.5 The Employer shall provide for each employee a Health Spending Account that adheres to Revenue Canada requirements. The Health Spending Account shall be \$300 per full-time employee and administered for other employees in accordance with 16.6 of this agreement. The account shall be used for the benefit of the eligible employee, the employee's spouse and his/her dependents. Effective September 1, 2011, the Health Spending Account shall be \$360 per full-time employee and administered for other employees in accordance with 16.6 of this agreement.
- 16.6 The amount of premiums payable by The Employer for those hired on a part-time basis shall be pro-rated, except for part-time continuous employees in the 0.9 - 0.99 FTE range.
- 16.7 The benefits provided in this section of the plan are deemed to include any and all of the employee portion of an employer rate reduction provided under the Employment Insurance Act. This shall apply retroactively to the benefits provided under all previous agreements between the parties.
- 16.8 Health Care Benefits coverage and premium subsidy ends on the date an employee resigns or on the date of termination of employment.
- 16.9 The Employer agrees to make available to employees through payroll deduction and at no cost to the Employer, a Registered Retirement Savings Plan with the Division's banker.

#### **17.0 LOCAL AUTHORITIES PENSION PLAN**

- 17.1 Participation in the Local Authorities Pension Plan shall, subject to eligibility requirements and the following conditions, be a condition of employment.

- 17.1.1 All employees eligible for L.A.P.P. coverage are considered "12" month basis employees.
- effective January 01, 1986 for ten (10) month employees who were contributing to the plan at that time.
  - effective September 01, 1986 for all eligible ten (10) month employees coming on staff.
- 17.1.2 Employees who are employed without a termination date and working twenty-seven-point-five (27.5) hours or more per week must join the plan upon application and successful completion of the 90-day probationary period.
- 17.1.3 Employees who are employed with a termination date or working less than twenty-seven-point-five (27.5) hours per week are not eligible to join the plan.

## 18.0 SICK LEAVE

- 18.1 Sick leave, with pay, shall be granted to an employee for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness, or disability at the rate of one and one half days (1.5) per month, fifteen (15) days per year, accumulative to a maximum of one-hundred (100) work days.
- 18.2 An employee granted sick leave shall be paid for the period of such leave at their basic rate of pay and the number of days thus paid shall be deducted from their accumulated sick leave up to the amount of days accumulated at the time the sick leave commenced.
- 18.2.1 After ninety (90) calendar days of continuous medical disability, if the employee qualifies, the Alberta School Employee Benefit Plan, Extended Disability plan shall take effect, and no further sick leave shall be paid.
- 18.3 Employees become eligible to receive sick leave benefits on or before the first day of the calendar month following one month of continuous employment.

18.4 The payment of sick leave benefits can only cease on the date of lay off or separation when notice of lay off or separation was given prior to the beginning of the disability. In all other situations relating to lay off or separation, sick leave benefits must be paid for the lesser of the disability, the use of all accumulated sick leave, or 15 weeks.

18.4.1 Accumulated sick days will not be lost while an employee is on the recall list.

18.5 A medical certificate may be required by The Employer for any absence due to illness exceeding three days. The Employer shall be entitled to require at any time an examination by a doctor or dentist selected by The Employer at the Employer's expense.

18.6 Sick leave credits will not be accumulated during the time that an employee is in receipt of Extended Disability Benefits or leave of absence without pay greater than thirty consecutive calendar days.

18.7 An employee may use up to three [3] days of his/her sick leave entitlement per school year in order to attend to the medical needs of his/her sick child, spouse, parent, or other individual who resides in the employee's household.

## 19.0 MATERNITY AND PARENTAL LEAVE

19.1 A pregnant employee who has been employed by an Employer for at least 52 consecutive weeks is entitled to 15 weeks of maternity leave without pay.

19.2 A pregnant employee must give her employer at least 6 weeks written notice of the date she will start her maternity leave.

19.3 An employee who does not give her employer prior notice of maternity leave before starting it is still entitled to maternity leave if, within 2 weeks after she ceases to work, she provides her employer with a medical certificate:

19.3.1 indicating that she is not able to work because of a medical condition arising from her pregnancy, and

19.3.2 giving the estimated or actual date of delivery.

- 19.4 An employee is entitled to parental leave as follows:
- 19.4.1 37 consecutive weeks, within 52 weeks after the child's birth
  - 19.4.2 in the case of an adoptive parent who has been employed by the employer for at least 52 weeks after the child is placed with the adoptive parent for the purpose of adoption.
- 19.5 An employee must give the employer at least 6 weeks written notice of the date the employee will start parental leave unless
- 19.5.1 the medical condition of the birth mother or child makes it impossible to comply with this requirement;
  - 19.5.2 the date of the child's placement with the adoptive parent was not foreseeable.
- 19.6 If the employee cannot comply with the written notice requirement for any of the reasons stated in subsection 19.5.1 or 19.5.2, the employee must give the employer written notice at the earliest possible time of the date the employee will start or has started parental leave.
- 19.7 No employer may terminate the employment of, or lay off, an employee who:
- 19.7.1 has started her maternity leave, or
  - 19.7.2 is entitled to or has started parental leave.
- 19.8 An employee must give the employer at least 4 weeks written notice of the date on which the employee intends to resume work and in any event must give notice not later than 4 weeks before the end of the leave period to which the employee is entitled or 4 weeks before the date on which the employee has specified as the end of the employee's leave period, whichever is earlier.
- 19.9 Where an employee is entitled to resume work under this section, the employer must:
- 19.9.1 reinstate the employee in the position occupied when maternity or parental leave started, or

- 19.9.2 provide the employee with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the employee when the maternity or parental leave started.
- 19.10 An employee who does not wish to resume employment after maternity or parental leave must give the employer at least 4 weeks written notice of intention to terminate employment.
- 19.11 The Employer shall implement a Supplementary Employment Benefits Plan for employees with at least 12 months continuous employment at the time of the maternity leave.
- 19.11.1 The Plan shall provide employees on maternity leave with the maximum salary allowable under a Supplementary Employment Benefits Plan during the illness or disability portion of their maternity leave.
- 19.12 The employee may access the Supplementary Employment Benefits Plan only during the period that the employee is receiving E.I. Maternity benefits and is unable to work due to health related absence while on maternity leave. This will in no event exceed 15 weeks.
- 19.13 The Employer shall pay the portion of the employee's benefit plan premiums specified in Clause 16.0 of the Collective Agreement during the illness or disability portion of their maternity leave.

## 20.0 LEAVES OF ABSENCE

- 20.1 Leave necessitated by the critical illness or death of a spouse, child, parent, brother, sister, parent of spouse, son-in-law, daughter-in-law or relation who is a member of the employee's household shall be granted with full salary by The Employer as follows:
- 20.1.1 Up to and including four (4) operational days for critical illness;
- 20.1.1.1 The Employer may require a medical certificate under clause 20.1.1 at its discretion.

- 20.1.2 Up to and including four (4) operational days in the event of death.
  - 20.1.2.1 In the event that the relative lives further than five hundred [500] kilometers from the employee's home, one additional day shall be granted for travel.
- 20.2 Leave with full salary shall be granted by the Employer for up to two (2) operational days in the event of the death of a grandparent, grandchild, grandparent of spouse, grandchild of spouse, brother-in-law or sister-in-law.
- 20.3 Leave with pay shall be granted for up to one operational day in the event of the death of an uncle or aunt.
- 20.4 Effective January 1, 2009, in the event that the relative referred to in 20.2 or 20.3 lives further than five hundred [500] kilometers from the employee's home, one additional day shall be granted for travel.
- 20.5 If a spouse, parent, parent-in-law, child, stepchild, brother, sister, grandparent, grandparent of spouse, grandchild, brother-in-law, or sister-in-law suffers from a serious illness the Employer shall approve leave as provided by the Employment Insurance Act.
- 20.6 Temporary leave of absence shall be granted as follows:
  - 20.6.1 With pay:
    - 20.6.1.1 For one (1) operational day to attend convocation at the post-secondary institution at which the employee or the employee's son, daughter or spouse is receiving a degree;
    - 20.6.1.2 For one (1) operational day for the adoption of a child;
    - 20.6.1.3 For one (1) operational day of paternal leave in the event of a birth.



20.6.1.4 For one operational day for other personal reasons. Unused days may be accumulated to a maximum of two (2) days. Such leave shall not be used to extend a vacation period or a long weekend without the prior approval of the Employer. The number of employees accessing this Clause from a school on any one day shall not exceed 20% of the school's support staff. Leaves under this Clause will be granted on a first come first served basis.

20.6.1.5 Leave of absence without loss of salary shall be granted for jury duty or any summons related thereto provided that the employee remits to The Employer any stipend (excluding allowances and/or expenses set by the court or other body).

20.6.1.6 Upon the recommendation of the employee's immediate supervisor for operational days on which the employee is unable to reach the workplace from the employee's residence, because of impassable roads due to inclement weather.

20.6.2 With half pay:

20.6.2.1 For one (1) operational day in order to write an examination in an academic or professional course;

20.6.2.2 For one (1) operational day for serving as a pallbearer.

20.7 The Employer agrees that leave of absence without pay, but maintenance of seniority, benefits and other privileges, will be granted to a designated employee for conducting Union Business at large for a period not in excess of eight (8) working days in any one year, except with permission of the Employer. In such cases the Employer will continue the employee's pay and invoice the Union appropriately.

20.8 All leaves shall be reported on the appropriate form provided by the Employer.

## 21.0 REDUCTION IN SCHOOL SUPPORT STAFF

### Layoff

- 21.1 In the event of lay-off, employees shall be retained on the basis of seniority provided they have the required ability and qualifications to do the work required.
- 21.2 The Employer will notify employees and the Union, in writing, who is to be laid off with ten (10) working day's prior notice to the layoff.
- 21.3 Where operational circumstances permit, employees shall be laid off or transferred in the reverse order of seniority. Each time such a situation occurs, the Employer shall offer the Union the opportunity to meet and discuss the factors that have resulted in this situation.
- 21.4 Every reasonable effort will be made to maintain employee assignments from the previous year.

### Recall

- 21.5 Employees laid off shall remain on the "Recall List" for six (6) continuous operational months and will not be terminated until such time has expired with no recall. Employees who refuse a recall to an equivalent position will forfeit any recall rights.
  - 21.5.1 Employees shall be recalled in order of seniority provided an Employee has the required training, experience and qualifications for the assignment.
  - 21.5.2 Full-time employees will be recalled prior to part-time employees.
  - 21.5.3 Part-time employees, while on layoff, shall be given preference for employment over temporary or casual employees.
- 21.6 No new employees will be hired in a classification until those laid off from the same classification have been given an opportunity of re-employment, in writing, with a copy to the Union.

## 22.0 GRIEVANCE PROCEDURE

- 22.1 The grievance procedure is to ensure that any grievance is processed in an expeditious manner, therefore, compliance with the provisions is mandatory. If The Employer fails to comply with the provisions, the grievance may be processed to the next step. If the grievor or the Union fails to comply with the provisions, the grievance shall be considered abandoned.
- 22.2 Any difference between any support staff member covered by this Agreement, or in a proper case between The Union and The Employer, concerning the interpretation, application, operation or alleged violation of this Agreement, and further including any dispute as to whether the difference is arbitrable, shall be dealt as follows:
- 22.2.1 An employee or the Union shall have the right at any time to have the assistance of a C.U.P.E Representative.
- 22.2.2 At all levels of the grievance procedure:
- 22.2.2.1 a sincere attempt shall be made by both parties to follow the Collective Agreement through discussion to resolve problems in the workplace.
- 22.2.2.2 a meeting shall be arranged to discuss the problem and exchange information.
- 22.3 Step 1 – Discussion
- 22.3.1 An employee who believes that there is a problem arising out of the interpretation, application or alleged violation of this Collective Agreement or labour legislation, shall first discuss the matter with the employee's immediate supervisor within ten (10) days of when the employee first became aware of, or reasonably should have become aware of, the occurrence. "Immediate Supervisor" means that person from whom an employee normally receives work assignments. The employee shall have the right to be accompanied by a Steward or Union Officer while discussing the matter with the employee's immediate supervisor.
- 22.3.2 The immediate supervisor shall advise the employee their decision, in writing, within five (5) days of the date the matter was first discussed.

22.4 Step II - Written Grievance to the Associate Superintendent of Human Resources

22.4.1 If the grievance is not resolved through Step I, the grievance shall, within ten (10) days of the decision of the immediate supervisor, be forwarded in writing by the Union and the employee concerned, to the Associate Superintendent of Human Resources, specifying the nature of the grievance and the redress sought.

22.4.2 The Associate Superintendent of Human Resources shall within five (5) days of receiving the grievance, meet with the Union and the Grievor. A written decision, shall be given to the Union within five (5) calendar days of the receipt of the meeting.

22.5 Step III

22.5.1 If the grievance is not resolved under Step II above, the Union shall, within ten (10) days of receipt of the written decision of the Associate Superintendent of Human Resources, submit the grievance in writing to the Board of Trustees.

22.5.2 The Trustees shall meet with the Union, within five (5) days of receipt of the grievance. A written decision shall be given to the Union, within five (5) days of receipt of the meeting.

22.6 Arbitration Procedure

22.6.1 If the grievance is not settled under Step III above, the Union shall within ten (10) days of receiving the decision of the Board of Trustees, notify the Employer in writing of its intention to submit the grievance to arbitration and shall inform the Employer of the name of the person or persons that the Union is willing to accept as the single arbitrator.

- 22.6.2 The Employer shall, within ten (10) days of receipt of such notice:
- 22.6.2.1 notify the Union if it accepts the person, or one of the persons the Union has submitted for the arbitrator, or
  - 22.6.2.2 provide the Union with the names of people the Board of Trustees are willing to accept as a sole arbitrator.
  - 22.6.3 If the parties are unable to agree to an arbitrator within 20 days of the Union's submission in 22.6.2.1 above, they shall apply in writing to the Director of Mediation Services to appoint a single arbitrator.
- 22.7 The arbitrator may, during the arbitration, proceed in the absence of any party or person who, after notice, fails to attend or fails to obtain an adjournment.
- 22.8 The arbitrator shall inquire into the grievance and issue an award in writing, and the award is final and binding on the parties and on every member affected by it.
- 22.9 The parties agree to share equally the expenses of the arbitrator.
- 22.10 Where any reference in clauses 22.2-22.6 is to a period of days, such period shall be exclusive of Saturdays, Sundays, statutory and Employer declared holidays.

### **23.0 LABOUR MANAGEMENT COMMITTEE**

- 23.1 The Committee shall enjoy the full support of both parties in the interests of enhanced communications between the Union and the Employer.
- 23.2 The Committee shall have the authority to
- review and investigate matters of mutual concern between the union and the Employer, including but not limited to policy and regulations, concerning support staff working conditions;
  - make recommendations to the respective principals.

The parties agree that the Committee shall have no power to add to, detract from, or in any way modify the terms of the Collective Agreement.

- 23.3 The Committee shall be composed of equal representation by each party, with no less than three (3) representatives for each party.
- 23.4 An Employer and Union representative shall be designated as joint chairpersons in presiding over meetings and shall alternate in presiding over meetings.
- 23.5 Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. Minutes shall not be distributed until after they have been signed by the parties.
- 23.6 The Committee shall meet at the call of either party.

#### 24.0 HEALTH AND SAFETY

- 24.1 The parties recognize an employee's right to a safe working environment. The Employer has the primary responsibility for ensuring that a safe environment prevails in the workplace and to take appropriate measures to achieve this result. Employees have a responsibility to assist the Employer in this regard.

#### 25.0 PERSONNEL RECORDS

- 25.1 Upon prior arrangement, Employees have the right to review their personnel files. Employees shall have the right to obtain a copy of any material contained in their personnel files at no cost to the employees. Employees may have a representative of the Union present during such review. An employee may respond to any documents in the personnel file and such response, if in writing, will become part of that file. After twenty-four (24) months, an employee may request removal of disciplinary reports and they shall be considered as expired and not in effect provided that there have been no further reports issued or disciplinary action taken within the twenty-four (24) month period.

**26.0 CORRESPONDENCE/COMMUNICATION**

26.1 For the purpose of official correspondence, the Union shall address  
Title Superintendent, Sturgeon School Division No. 24  
Address 9820 – 104 Street, Morinville, Alberta T8R 1L8  
Phone (780) 939-4341

For the purpose of official correspondence, the Employer shall address the Union at the address on file with the Employer.

IN WITNESS WHEREOF the parties have executed this agreement this

24<sup>th</sup> day of August, 2011.

**C.U.P.E. LOCAL 4625**



Chairman, Negotiating Committee



President

**THE BOARD OF TRUSTEES OF THE STURGEON SCHOOL DIVISION NO. 24**



Chairman, Negotiating Committee



Secretary Treasurer