

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4839
PEACE RIVER SUPPORT STAFF**

**SUPPORT STAFF COLLECTIVE
AGREEMENT**

SEPTEMBER 1, 2011 TO AUGUST 31, 2014

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COLLECTIVE AGREEMENT

THIS AGREEMENT is made in triplicate this _____ day of _____, 2012 pursuant to The Labour Relations Code.

BETWEEN

THE BOARD OF TRUSTEES OF THE
PEACE RIVER SCHOOL DIVISION NO. 10
(Hereinafter called the "Employer")

OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4839
(Hereinafter called the "Union")

OF THE SECOND PART.

WHEREAS, non-instructional personnel of the Employer are to be included as members of the Union under the provisions of the Labour Relations Code; and

WHEREAS the Employer has recognized the Canadian Union of Public Employees, Local 4839 as the sole official bargaining agent acting on behalf of all employees covered by the Alberta Labour Board Certificate #29-2008.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - TERM

- 1.1 This agreement will become effective September 1, 2011 and shall remain in force and effect up to and including August 31, 2014 or until varied by collective bargaining as herein provided for.
- 1.2 All provisions of this agreement shall be applicable to the entire term of this agreement notwithstanding its execution date.
- 1.3 This agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.
- 1.4 Not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the termination of this Agreement either party may give to the other party a notice in writing of its intention to commence collective bargaining.

- 1.5 The parties will meet within thirty (30) days of receipt of the notice to bargain to exchange proposals.

ARTICLE 2 - RECOGNITION AND COVERAGE OF AGREEMENT

- 2.1 The Employer hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in 2.2 and the Union recognizes the responsibility of representing the interest of all such employees.
- 2.1.1 The Union shall have the right at anytime to have the assistance of a business agent when dealing with or negotiating with the Employer.
- 2.2 The bargaining unit to which this agreement is applicable, is all employees covered by Alberta Labour Board Certificate #29-2008.
- 2.3 All salaries, allowances, terms and benefits, unless otherwise provided for in this agreement, shall be pro-rated for each staff member subject to this agreement on the basis of their full time equivalency (fte). The fte represents the proportion of time a part time employee is regularly scheduled to work in relation to full-time service.
- 2.4 Whenever the masculine or feminine is used in this Agreement, it shall be considered to refer to either gender except in Article 20 where it clearly relates to the feminine.
- 2.5 It is the responsibility of each employee to at all times be familiar with the terms and conditions of employment as addressed in this collective agreement.

ARTICLE 3 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 3.1 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage the business in all respects, unless otherwise provided by this Collective Agreement. The Employer reserves all rights not specifically restricted or limited by the provisions of this Collective Agreement including the right to:
- a. maintain order, discipline and efficiency;
 - b. make or alter, from time to time, rules and regulations, to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;
 - c. direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit(s) or classification(s), and to determine whether or not a position will be continued or declared redundant;

- d. hire, promote, transfer, layoff, recall and to demote, discipline, suspend or discharge for proper and sufficient cause.
- 3.2 The Employer shall not discriminate against any member of the Union, or intimidate or coerce because the member
- 3.2.1 has testified or otherwise participated in or may testify or otherwise participate in a proceeding authorized or permitted under this collective agreement or in a proceeding under the Labour Relations Code,
 - 3.2.2 has made or is about to make a disclosure that the member may be required to make in a proceeding authorized or permitted under this collective agreement or in a proceeding under the Labour Relations Code, or
 - 3.2.3 has made an application or filed a complaint under the Labour Relations Code.

ARTICLE 4 – UNION MEMBERSHIP

- 4.1 All employees covered by this agreement shall be required to pay Union dues. The Employer shall make known to all prospective employees the existence of the Union.
- 4.2 The Union shall advise the Employer in writing of any change in the amounts of dues to be collected by the Union from the employees covered by this agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 4.3 The Employer, as directed by the Union in writing, shall deduct the amount of the Union dues from the pay of all employees covered by this agreement. The deductions remitted shall be accompanied by particulars identifying each employee by name and classification and if a new employee, showing starting date of employment. On October 31 and March 31, the Employer will provide the Union with an updated list of names, addresses and phone numbers of all members of the bargaining unit.
- 4.4 No Employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or any of its officers which may conflict with this Collective Agreement.

ARTICLE 5 - TASK ASSIGNMENTS

- 5.1 No part of this agreement shall be construed as meaning that an employee shall do only tasks of the classification in which he/she is employed nor shall any part of this Agreement be construed as meaning that certain tasks shall be performed only by certain classified employees.

ARTICLE 6 - HOURS OF WORK (Also See Schedules I, II, III & IV)

- 6.1 Each employee is required to record his/her attendance, indicating all periods of absence and reasons for absence on the prescribed form. This form, signed by the supervisor, is to be submitted to the Central Office at the end of every pay period.

ARTICLE 7 – OVERTIME AND TIME OFF IN LIEU

- 7.1. It is understood that, from time to time, an employee may be required to work in excess of the regular daily and/or weekly hours. An employee who is required to work excess hours [pre-authorized by the employee's immediate supervisor] shall be paid at 1.5 times the employee's regular rate of pay for such hours worked that are in excess of 8 hours per day or 44 hours per week, whichever is greater. For other excess hours, the regular rate of pay shall apply. An employee may apply, and the Employer may approve, the accumulation of such excess hours to be taken as "time off in lieu". Hours worked up to 8 hours per day or 44 hours per week, whichever is greater, shall accumulate at the straight time rate. Hours in excess of 8 hours per day or 44 hours per week, whichever is greater, shall accumulate at the overtime rate. Time credits unused as of Sept. 1 of every school year shall be paid out at the straight time rate.

ARTICLE 8 - GENERAL HOLIDAYS

- 8.1 Employees shall be entitled to General holidays and general holiday pay as per Alberta Employment Standards Code governing General holidays.
- 8.2 Other holidays with pay, may be granted at the discretion of the Employer from time to time.

ARTICLE 9 – PERSONAL, UNION AND SICK LEAVES OF ABSENCE

- 9.1 Leave of Absence without pay and benefits may be granted at the discretion of the Employer.
- 9.2 Sick leave will be granted to an employee for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability. Sick leave with pay shall be granted to a maximum of that employee's accumulated sick leave at the beginning of the school year plus the employee's unused entitlement for the current school year. Once the sick leave entitlement has been fully used, no further salary or benefits shall be paid by the Employer.

- 9.3 Unused sick leave of all employees shall accumulate at the completion of each complete year of service with the Employer to the credit of the employee to a maximum of ninety (90) calendar days.
- 9.4 Employees shall be allowed to use two (2) of their accumulated sick days per school year for family dependant illness and appointments.
- 9.5 Deduction from salary for unpaid leaves of absences of up to 15 consecutive days shall be as follows:
For 12 month employees 1/260 of annual salary per day, for every day of absence;
For 10 month employees 1/200 of annual salary per day, for every day of absence;
For school secretaries, office managers, info specialists and school based tech assistants, 1/205 of annual salary per day, for every day of absence.
- 9.6 Sick leave shall be earned on the basis of two days per month of employment excluding probationary periods.
- 9.7 An employee who is absent from duties to obtain necessary medical or dental treatment or because of accident disability or sickness for a period of more than three (3) consecutive working days per month shall be required to present a medical certificate within one week of resuming normal duties.
- 9.8 When an employee's tenure of employment is terminated by the Employer and when the terminated employee is not rehired by the Employer within one hundred twenty (120) calendar days, all accumulated sick leave shall be cancelled. When an employee leaves the employment of the Employer voluntarily, accumulated sick leave is cancelled immediately.
- 9.9 An employee returning from extended disability (in excess of 60 working days) may be required to pass a medical examination before returning to duty.
- 9.10 Union Business
- 9.10.1 In The event that an Employee is elected or appointed to the bargaining committee for the Union, he shall be granted leave at his regular rate of pay and benefits for the purpose of attending joint collective bargaining, conciliation or mediation meetings in the establishment of a new collective agreement. The Union shall reimburse the Employer for all pay and benefits during the period of absence.
- 9.10.1.1 If an accredited representative of the Union is required to meet with the Employer, or attend a hearing to discuss a grievance during work hours, he shall be granted leave with pay and

benefits subject to suitable arrangements with his immediate supervisor concerning his own work responsibilities. The Union shall reimburse the Employer for all pay and benefits during the period of absence.

9.10.1.2 If the employee who is grieving is required to attend an initial grievance meeting, he shall be granted leave with pay and benefits at his regular rate of pay and benefits. For all subsequent absences the union shall reimburse the Employer for all pay and benefits during the period of absence.

9.10.2 An employee who is elected to attend a Union convention, conference, school, or to attend any other Union function or meeting of the Union, its affiliated or chartered bodies, or any other labour organization with which the Union is affiliated, shall be granted leave of absence with pay and benefits. The Union shall reimburse the Employer for all pay and benefits during the period of absence.

ARTICLE 10 - PAID VACATION & VACATION PAY

10.1 Twelve month employees

10.1.1 After one year of continuous service, employees shall be entitled to paid annual vacations.

10.1.2 For all employees working on a twelve month basis, the length of vacation shall be as follows:

- 1 year continuous employment: 2 weeks
- 2-7 years continuous employment: 3 weeks
- 8-15 years continuous employment: 4 weeks
- 16-25 years continuous employment: 5 weeks
- 26+ years continuous employment: 6 weeks

10.1.3 A leave of absence without pay and benefits, greater than 30 calendar days, shall not interrupt continuous employment status. However, the leave shall not be counted as time worked for vacation purposes.

10.1.4 All paid vacation leave must be taken within the 12 month period of the yearly entitlement.

10.1.5 Unless approved in writing by the Secretary-Treasurer, paid vacation leave shall not be banked from one period to another.

10.1.6 Although an attempt will be made to accommodate employees' wishes as to when they want their vacation, it remains the Employer's right to schedule vacations to suit the operational needs of the Division.

10.2. Other Employees

10.2.1 Vacation pay in lieu of vacation shall be paid monthly.

10.2.2 Employees who terminate employment shall receive any vacation pay entitlement due at the time of termination.

10.2.3 Excepting 12-month employees, all employees shall receive vacation pay in lieu of vacation at the following rate:

- 0-1 year continuous employment: 4% gross salary
- 2-7 years continuous employment: 6% gross salary
- 8-15 years continuous employment: 8% gross salary
- 16-25 years continuous employment: 10% gross salary
- 26+ years continuous employment: 12% gross salary

Continuous employment is not affected by the length of the work day or the hours worked per week.

10.2.4 Excepting 12-month employees, all employees' vacation periods shall be scheduled to coincide with non-operational days during the summer months.

ARTICLE 11 - PROBATIONARY PERIOD

11.1 Each new employee shall serve a 90 calendar day probationary period before being eligible for the Sick Leave provisions, or the Benefits provisions of this agreement. At the conclusion of the 90 day probationary period the terms of the entire agreement shall apply.

ARTICLE 12 – PROMOTIONS & PLACEMENT PROCEDURE

12.1 When the Employer is filling a permanent position, applications from current permanent employees who are part of the bargaining unit shall be considered at the same time as all other applicants. Where the Employer has evaluated ability, required qualifications and training to be relatively equal between two [2] or more candidates, the senior applicant shall be awarded the position.

12.2 The Employer shall post vacant or newly created positions for seven (7) calendar days. Notwithstanding, in the interest of reassigning or promoting staff within a site, the Employer may increase a Schedule I employee's FTE, within or between classifications, without posting provided the additional FTE is less than 0.50 FTE.

Where more than one employee at a site is interested in increasing their FTE through this provision, and the Employer has evaluated their ability, required qualifications and training to be relatively equal, the senior employee shall be assigned the additional FTE.

- 12.3 Promoted employees shall be on a trial period of sixty (60) days worked. Should the employee be unsatisfactory in the new position, he/she shall revert to their former or similar position and wage rate. Where the employee's former position is not available, the employee will be reverted to a similar position at that site or within the town limits.
- 12.4 In promotion of employees where the Employer has evaluated ability, required qualifications and training to be relatively equal, the senior applicant shall be awarded the position.
- 12.5 Simultaneous to media advertising, a notice of intention to fill any job position, be it regular or temporary, or copy of the advertisement, in any position defined under Article 2.2, of the Agreement, shall be posted on staff bulletin boards during the school year.

ARTICLE 13 – SENIORITY

- 13.1 Seniority is defined as the length of service in the permanent employ of the Employer from the last date of hire and shall be used as a factor in determining promotions, transfers, demotions, lay-offs and recall. Seniority for all employees shall be based on hours worked. The Employer shall maintain a seniority list showing the date upon which an employee's service commenced. An up-to-date seniority list shall be sent to the Union in September of each year. After the completion of the probationary period, seniority shall be effective from the original date of employment.
- 13.2 An employee shall only lose his/her seniority in the event:
 - (a) He/she is discharged for just cause and is not reinstated.
 - (b) He/she resigns in writing.
 - (c) He/she is laid off for a period greater than 12 consecutive months.
- 13.3 An employee shall retain but not accrue seniority if he/she is absent from work for a period of greater than 18 consecutive months on WCB or LTD claim.

ARTICLE 14 – LAY-OFF AND RECALL

- 14.1 In the event of a lay-off, where ability, qualifications and training are, as determined by the Employer, relatively equal within a classification, the Employee with the least seniority in the school or within the appropriate department shall be the first laid off.

- 14.2 In the event of a recall, where ability, qualifications and training are, as determined by the Employer, relatively equal, the Employee with the most seniority in the school or within the appropriate department shall be the first recalled.
- 14.3 Employees may be placed on lay-off with seventy-two (72) hours notice in the event of a labour dispute between the Employer and its school employees represented by another bargaining agent.
- 14.4 Recall rights shall be discontinued twelve (12) months following the effective date of layoff with no further employment commitments or obligations.
- 14.5 A layoff shall be defined as a separation from a permanent or seasonal position due to lack of work. Employees who experience a separation from their position due to school break for the summer months shall be considered laid off.

ARTICLE 15 - GRIEVANCE PROCEDURE

- 15.1 The following grievance procedure is in accordance with the requirements of the Labour Relations Code, and provides for the peaceful settlement of any differences arising from the interpretation, application or operation of this agreement, including any question as to whether the differences are arbitrable, and shall be dealt with as follows:

15.1.1. Step 1

Such grievance shall first be discussed by the aggrieved within fifteen (15) days from the date of the incident giving rise to the grievance, or from the date the aggrieved first had knowledge of the incident, whichever is later, with their supervisor, with the objective of resolving the matter informally.

15.1.2. Step 2

If the aggrieved is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) days of raising the matter with their supervisor, the aggrieved may file the grievance in writing to the Secretary-Treasurer of the Employer or designate and the Union. Such written submission shall be made within ten (10) days of the Step 1 response or expiry of the timeline for a Step 1 response, whichever is the shorter period. Such submission shall set out the name of the grievor(s), particulars regarding the nature of the grievance, the articles of this agreement which is alleged to have been violated, and the remedy sought. The grievor shall be offered the opportunity to present their concerns to

the Secretary-Treasurer or designate, either directly or through union representation, with the objective of resolving the matter.

15.1.3. The Employer and the Union recognize there may be value in having further discussions related to an issue that has been presented by an employee as a grievance. In addition to the requirements of the grievance procedure, by mutual agreement the Employer or designate may meet with the grievor and their union representative, with the objective of resolving the matter. Where the parties have met under this provision, the Employer or designate shall communicate its response to the grievor and the Union within ten (10) days of their meeting.

15.1.4 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 Board. Grievance Mediation shall 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. Selection of a Mediator shall be completed by mutual agreement between the Employer and the Union. Each party to the grievance mediation shall bear in equal proportions the expense of the Mediator.

15.1.5 Step 3

In the event the grievance is not resolved to the satisfaction of the grievor, within ten (10) days following receipt of the Step 2 response or expiry of the timeline for a Step 2 response, whichever is the shorter period, the grievor may by written notice require the establishment of an arbitration board as hereinafter provided.

- a) Such notice must be given to the Secretary-Treasurer or designate within ten (10) days after either the Step 2 response or expiry of the timeline for a Step 2 response, whichever is the shorter period.
- b) Concurrently with the notice by the Union to the Secretary-Treasurer or designate requiring the establishment of an arbitration board, the Union shall name its nominee to the arbitration board, and the recipient of the notice shall within five (5) days of receipt inform the other party of its nominee to the arbitration board.
- c) The two (2) nominees so appointed shall within five (5) days of the appointment of the second of them, appoint a third person who shall be Chairperson of the arbitration board. In the event of failure to agree on the appointment of a Chairperson, any party

may request the Director of Mediation Services make the necessary appointments.

15.1.6 The arbitration board shall hear and determine the grievance and shall issue an award in writing not later than fifteen (15) days after commencement of the hearings. The time period may be extended by the mutual consent of the parties.

- a) Such award shall be final and binding upon the parties and any employee affected by it.
- b) The decision of a majority of the arbitration board is the award of the board, but where there is no majority (or unanimity) the decision of the Chairperson governs and shall be deemed to be the award of the board.
- c) The arbitration board by its decision shall not alter, amend or change the terms of this agreement.
- d) Each party to the grievance shall bear in equal proportions the expense of the Chairperson.
- e) All the time limitations in this article shall be exclusive of Saturdays, Sundays and other holidays.

15.2 The purpose of this Grievance procedure is to ensure the Grievance is processed in an expeditious manner. Therefore, compliance with the grievance provisions is mandatory.

15.3 If the respondent fails to comply with the provisions the grievance may be processed to the next step. If the grievor fails to comply with the provisions, the grievance shall be considered abandoned.

15.4 Any of the time limits contained in this Article may be extended by the mutual consent of the parties.

ARTICLE 16 - SALARY SCHEDULE REFERENCE

16.1 Salary shall be according to the Schedules attached to and forming part of this Collective Agreement.

16.2 If the employee commences on or before the fifth (5th) working day of the month, salary adjustments and benefits become effective the first (1st) day of the fourth (4th) pay period, following the date of employment.

- 16.3 If the employee commences on the sixth (6th) working day of the month, or later, salary adjustments and benefits will be effective the first (1st) day of the fifth (5th) pay period following the date of employment.
- 16.4 The adjustment date for incremental advancement shall be at the beginning of the school year and February 1.
- 16.5 A part time employee must actually work 75% of the stated full time hours for their classification since they last received an increment to qualify for an increment.
- 16.6 Term specific maintenance personnel returning to the employ of this Employer, within twelve (12) months of their most recent end date, shall gain an experience increment upon actually having worked 75% of the stated full time hours for their classification within a period of three consecutive employment years.
- 16.7 An experience increment gained will be applied on the next employment year following the employment year in which the employee actually worked 75% of the stated full time hours for their classification. The unused portion of the accumulated hours over and above these requisite hours will be credited to the next increment.
- 16.8 Notwithstanding Article 16.6, employees are entitled to only one experience increment per employment year.
- (Employment year in Articles 16.6 & 16.7 shall mean anniversary date of employment)
- 16.9 Leaves of absence in excess of thirty (30) consecutive calendar days shall not be counted as time worked for incremental purposes.

ARTICLE 17 - BENEFITS (See Schedule I, II, III, & IV)

- 17.1 Effective the first month after ratification of this agreement the Employer shall contribute to a medical plan in accordance with Schedule I, II, III and IV.
- 17.2 Except as set out in Schedules I, employees employed less than full time shall receive premium contributions prorated based on the full time equivalency rate applicable to that category. (At no time shall the Employer's contributions exceed the premium payable).
- 17.3 Subject to the master policies of the insurance plan, membership in all plans listed shall be a condition of employment for support staff working .5 fte or greater and is not available for any support staff working less than .5 fte. An employee may

waive participation in the plan by stating she/he has coverage through her/his spouse and filling out a waiver card to that effect.

- 17.4 The Employer shall retain and utilize both the employer's share and the employee's share of any rebate due under the *Employment Insurance Commission Act* or regulations.

ARTICLE 18 - NORTHERN TRAVEL BENEFIT

- 18.1 Provided that all requirements of the Canada Revenue Agency have been met, for the purposes of this agreement, \$4,000.00 (or such maximum amount allowed by the Canada Revenue Agency) of the annual salary as set out by this Agreement shall be considered to be a Travel Assistance Benefit paid in a designated area as defined by the Canada Revenue Agency and shall be indicated as such in the appropriate box on the Annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the Employer.

ARTICLE 19 - MATERNITY – PARENTAL LEAVE

- 19.1 Maternity leave shall be for a period of up to 15 weeks. In addition to maternity leave, a parent may take an additional 37 weeks for parental leave pursuant to Alberta Employment Standards. If the mother takes the parental leave, this leave shall occur in a contiguous fashion with the maternity leave.
- 19.2 The health related portion of each employee's maternity leave shall be as determined by medical documentation with such leave beginning the day the employee begins the leave regardless of whether this date is the date of delivery or several weeks in advance of the delivery date but in no instance shall this date be more than eight weeks in advance of the delivery date.
- 19.3 The Employer will register and implement a 95% Supplementary Unemployment Benefits (S.U.B.) plan which each employee shall access for pay during the health-related portion of her maternity leave. The Employer shall pay its portion of each employee's benefit plan premiums during the health-related portion of her maternity leave. The remainder of the maternity leave not covered by the health-related portion shall be without pay and benefits. S.U.B. shall be payable for a maximum of 17 weeks or for the period covered by accumulated sick leave, whichever is less. After 90 consecutive calendar days of illness the employee shall apply for E.D.B. benefits and no further salary, benefit contributions, or S.U.B. shall be payable.
- 19.4 Each employee shall endeavour to notify the Employer of her leave requirements three months in advance, however, she shall give the Employer at least two weeks notice of the day on which she intends to commence maternity leave. In each case

maternity leave must commence no later than the actual date of delivery. Such notice shall be in writing.

- 19.5 Prior to the leave commencing, each employee shall endeavour to provide the Employer with the date she plans on returning to work, however, she shall give the Employer at least four weeks notice of the day on which she intends to work. Such notice shall be in writing.
- 19.6 An employee returning from maternity leave may be required to pass a medical examination before returning to duty.
- 19.7 An employee may be required to submit medical certificates in order to receive the S.U.B.

ARTICLE 20 - SUBROGATION

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

20.1.1 Cost of Absence means the total remuneration paid by the Employer during a period when the employee was absent from work.

20.1.2 Interest means interest calculated in accordance with the provisions of the Alberta Judgement Interest Act, SA 1984, c.J-0.5, and amendments and regulations thereto.

20.1.3 Judgement or Settlement means an order of a court of competent jurisdiction or an agreement whereby the employee agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payments (s), or through the purchase of an annuity, or any of them.

20.1.4 Remuneration means the salary, allowances, benefit premiums, and other monies paid to or in respect of the employee by the Employer.

20.1.5 Employee means a employee in respect of whom the Employer has incurred a Cost of Absence, and includes the employee's Personal Representative, Trustee, Guardian or the Estate of the deceased employee.

- 20.2 In the event that the Employer incurs a Cost of Absence as a result of an act or omission of a third party, the Employer is subrogated to any right or recovery of the employee from the third party in the amount of the Cost of Absence and without restricting the generality of the foregoing, the following provisions apply:

- 20.2.1 The employee shall advise the Employer in advance of the employee's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a Cost of Absence;
 - 20.2.2 the employee shall upon request by the Employer include the Cost of Absence, as calculated by the Employer, in the employee's claim;
 - 20.2.3 the Employer shall have the right (but not the obligation) to maintain an action in the name of the employee and engage a solicitor (including the employee's solicitor) to recover the Cost of Absence;
 - 20.2.4 the employee agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages, and attend examinations for discovery or assist as a witness where required;
 - 20.2.5 the employee will not settle his/her claim without the prior written consent of the Employer as to the amount of the Cost of Absence to be recovered by the Employer;
 - 20.2.6 upon resolution of the amount of the Cost of Absence payable to the Employer, the Employer may, upon default of payment by the employee following demand by the Employer offset the agreed upon amount of the Cost of Absence payable to the employee by the Employer;
 - 20.2.7 the employee shall not release any third party from the Cost of Absence without the consent of the Employer; and
 - 20.2.8 the Employer's consent to settlement shall not be unreasonably withheld.
- 20.3 When as a result of Judgement or Settlement with the consent of the Employer, the employee recovers a sum equal to all of the Cost of Absence, the employee shall, as of the date of Settlement or Judgement, pay the full Cost of Absence recovered to the Employer plus interest, less a proportionate share of legal fees payable thereon by the employee to his/her solicitor with respect to such recovery.
- 20.4 When as a result of Judgement or Settlement with the consent of the Employer, the employee recovers a sum equal to a portion of the Cost of Absence, the employee shall as of the date of Settlement or Judgment, pay to the Employer, the amount of the Cost of Absence recovered plus interest, less a proportionate share of legal fees payable thereon by the employee to his/her solicitor with respect to such recovery.

- 20.5 The employee will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provision of this article.
- 20.6 In exercising any of its rights under this clause, the Employer shall have due regard for the interests of the employee.
- 20.7 When as a result of Judgment or Settlement with the consent of the Employer, the employee recovers a sum equal to all of, or a portion of the Cost of Absence, and where the Employee has paid to the Employer the Cost of Absence (whether all or a portion), the Employer shall reinstate to the employee the number of sick days used during the absence in an amount equivalent to the proportion of the Cost of Absence recovered (whether all or a portion).


IN WITNESS WHEREOF the parties have executed this Agreement this 17TH day of MAY, 2012.


THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4839, PEACE RIVER SUPPORT STAFF


per: President


per: Chairperson
Employees' Negotiating Committee

THE BOARD OF TRUSTEES OF THE PEACE RIVER SCHOOL DIVISION NO. 10


per: Chairman


per: Secretary-Treasurer

Schedule I – Educational Assistants, Office Managers, Secretaries, Information Specialist, School Based Technicians

Category Definitions:

1 – “Educational Assistants” applies to persons designated by the Employer as E.C.S. Assistants Special Needs Assistants and Teaching Assistants (1400 hours paid over 12 months)

2 – “Information Specialist” applies to persons designated by the Employer as School Librarians (1435 hours paid over 12 months)

3 – “Secretaries” applies to persons designated by the Employer as School Secretaries (1435 hours paid over 12 months)

4 – “Office Managers and Secretaries” applies to persons designated by the Employer as School Office Managers (1435 hours paid over 12 months)

5 - "School Based Technicians" applies to persons designated by the Employer as School Based Technicians (1435 hours paid over 12 months)

Annual

Effective September 1, 2011 – 2.5%

	1	2	3	4	5
1 Educational Assts	24,059	25,774	27,461	29,260	30,903
2 Info Specialists	24,920	26,656	28,486	30,206	32,042
3 Secretaries	28,006	29,716	31,433	32,265	33,243
4 Office Mgrs & Sec	28,901	30,668	32,445	33,303	34,315
5 School Based Tech Asst.	33,674	35,685	37,695	39,705	41,716

Hourly (presented for illustrative purposes only)

Effective September 1, 2011– 2.5%

	1	2	3	4	5
1 Educational Assts	17.19	18.41	19.62	20.90	22.07
2 Info Specialists	17.37	18.58	19.85	21.05	22.33
3 Secretaries	19.52	20.71	21.90	22.48	23.17
4 Office Mgrs & Sec	20.14	21.37	22.61	23.21	23.91
5 School Based Tech Asst.	23.47	24.87	26.27	27.67	29.07

The above salary grids include general holiday pay.

The parties recognize that the salary is earned over the duration of the school calendar year and that the Employer will equally distribute this earned salary to the employee over twelve (12) months.

Education Recognition Increments:

Within six months from date of ratification by the parties, the Employer shall provide to the Union a list of accredited training programs that may be considered for eligibility for the Education Increment. This list is not intended to be all inclusive, but rather to provide a standard for assessment of relevant training programs. To improve their understanding and maximize opportunities for the increment, employees are advised to seek prior approval for such training. This information would be reviewed and updated as required.

Additional increments may be earned for relevant education completed by the employee as follows:

Educational Assistants:

\$1100.00 education increment for EA positions upon successful completion of a recognized program of studies that supports the EA role, such program to have a minimum of 234 hours of course work (i.e. University of Calgary Teacher Assistant Certificate Program). \$550 Education increment upon successful completion of one half of the program of studies being completed by the staff member.

Information Specialist

\$1100.00 education increment for Library staff positions upon successful completion of a recognized program of studies that supports the Librarian role, such program to have a minimum of 192 hours of course work (i.e. SAIT Library Operations Assistant program). \$550.00 Education increment will be granted following successful completion of one half of the program of studies being completed by the staff member.

Office
Managers &
Secretaries

\$1100.00 Education increment for office staff positions upon successful completion of a recognized program of studies that supports the business administration role of office personnel, such program to have a minimum of 600 hours of course work (i.e. SAIT Business Administration Certificate Program). \$550.00 Education increment will be granted following successful completion of one half of the program of studies being completed by the staff member.

Staff members are reminded that it is their responsibility to provide information that substantiates they have completed the program prior to receiving the education increment.

The examination of equivalencies shall be conducted by the office of the Secretary-Treasurer with such examination reviewing the program of studies of the program that is claimed to be equivalent. The staff member requesting recognition of the equivalency is responsible for providing the detailed information required to make this determination, such detail to include but not be limited to detailed course descriptions and the number of hours required to complete the program.

Service Recognition Increments:

Employment for the purpose of services recognition increments shall not be affected while employees are on leave due to illness or disability for a period of less than one year.

6-10 Years	\$200.00 per year
11-15 Years	\$350.00 per year
16-20 Years	\$500.00 per year
21-25 Years	\$650.00 per year
26 + Years	\$850.00 per year

Benefits

All Categories:

The Employer shall contribute up to \$78.65 per month per employee for contribution towards a medical plan. Medical plans may include Blue Cross, or coverage through a medical plan carrier as established by the Employer. The Employer shall continue to make the contributions during July and August of each year.

The Employer shall make the full contribution for any employee with a 0.5 f.t.e. assignment or greater. Employees with an assignment of less than 0.5 f.t.e. shall be subject to prorating the benefit.

The Employer is willing to provide to all Employees within this bargaining unit the following benefit plan:

- Life Insurance: 100% of premium rate contributed by Employee
- Disability: 100% of premium rate contributed by Employee
- Extended Health Care: 87.5% of family rate premium contributed by Employer
- Dental: 87.5% of family rate premium contributed by Employer
- Vision: 87.5% of family rate premium contributed by Employer

This benefit plan shall be made available to all Employees employed with a 0.50 FTE or greater (not prorated). Employees working less than 0.50 FTE shall not be eligible for participation in the benefit plan.

Effective the first of the month following ratification, the Employer shall pay 89% of the premiums for the Extended Health Care, Dental and Vision plans identified above.

Effective September 1, 2012, the Employer shall pay 90.5% of the premiums for Extended Health Care, Dental and Vision plans identified above.

Effective September 1, 2013, the Employer shall pay 92.0% of the premiums for Extended Health Care, Dental and Vision plans identified above.

Office Managers and Secretaries:

Employees in this category shall participate in the Local Authorities Pension Plan.

Pension Plan Contribution:

The Employer will contribute 50% of the employees contribution to an RRSP up to a maximum of 1.5% of the employees annual salary for those employees not currently in the Local Authorities Pension Plan. The employe shall establish their contribution level at the beginning of the school year or when they commence employment.

Schedule II - Maintenance Operations

(2,080 hours paid over 12 months)

The Employer will register and implement a 95% Supplementary Unemployment Benefits [SUB] Plan which each employee shall apply for and, if eligible, access during the period[s] of apprenticeship training. The Employer shall pay its portion of each employee's benefit plan premiums during the apprenticeship. SUB shall be payable for the period during which an employee is away from normal duties during the apprenticeship training, including the EI waiting period. Each employee accessing this benefit plan does so with the understanding that he/she is committing to provide to the Employer twelve consecutive months of service for each term of apprenticeship covered by the Plan, upon completion of the apprenticeship program and is liable for reimbursement to the Employer funds provided under the plan in proportion to any shortfall in service commitment.

The school division shall administer the provision of and cleaning of coveralls in accordance with administrative practice for all Schedule II & III employees in the support staff department.

Schedule II & III employees shall receive an annual safety and equipment allowance of \$300.00 to be paid on their January paycheque.

Category Definition:

- 1) Maintenance Repairman I
- 2) Maintenance Repairman II
- 3) Maintenance Repairman III
- 4) Maintenance Repairman IV with Painter certification or Carpenter uncertified
- 5) Maintenance Repairman V with Carpenter or Plumbing certification
- 6) Maintenance Repairman VI with Plumbing and Gas certification
- 7) Maintenance Repairman VII with Electrical certification

Annual

Effective September 1, 2011 – 2.5%

	Sept. 1/11 – 2.5%	1	2	3	4	5
1	Maint Repairman I	44,482	45,726	46,969	48,370	49,451
2	Maint Repairman II	49,451	50,281	51,113	51,950	52,781
3	Maint Repairman III	56,096	57,784	59,410	61,077	62,731
4	Maint Repairman IV	62,731	63,977	65,220	66,458	67,702
5	Maint Repairman V	67,702	68,959	70,200	71,441	72,688
6	Maint Repairman VI	68,791	69,877	70,963	72,045	73,134
7	Maint Repairman VII	69,877	70,963	72,045	73,134	74,214

Hourly (presented for illustrative purposes only)

Effective September 1, 2011 – 2.5%

	Sept. 1/11 – 2.5%	1	2	3	4	5
1	Maint Repairman I	21.39	21.98	22.58	23.25	23.77
2	Maint Repairman II	23.77	24.17	24.57	24.98	25.38
3	Maint Repairman III	26.97	27.78	28.56	29.36	30.16
4	Maint Repairman IV	30.16	30.76	31.36	31.95	32.55
5	Maint Repairman V	32.55	33.15	33.75	34.35	34.95
6	Maint Repairman VI	33.07	33.59	34.12	34.64	35.16
7	Maint Repairman VII	33.59	34.12	34.64	35.16	35.68

The above salary grids include general holiday pay.

Effective September 1, 2012, increase all wages by 2.5%.

Effective September 1, 2013, increase all wages by 2.5%.

Shop Lead Hand:

The Employer may designate one or more individuals as a “shop lead hand”. When such a position is designated, the individual that is appointed to that role shall receive an allowance in addition to their regular salary in the amount of \$2,560.00 per year.

Apprenticeship:

Apprenticeship wages shall be paid at the rates agreed to in the government apprenticeship contract, plus 5% from the first year experience line of the journeyman rate.

Educational Recognition Increments:

Additional increments will be paid to journeymen tradesmen that receive and successfully complete additional training in a complementary trade as follows (approval for enrolling in complementary trade program must be received by their supervisor).

- Successful completion of 1st year apprenticeship \$400 over grid
- Successful completion of 2nd year apprenticeship \$800 over grid
- Successful completion of 3rd year apprenticeship \$1,200 over grid
- Successful completion of 4th year apprenticeship \$1,600 over grid

Training in a complementary trade must be received through a registered apprenticeship program. This does not apply to journeyman tradesman that may have one or two years of apprenticeship training waived as a result of the training they received in their primary trade.

Service Recognition Increments:

Employment for the purpose of services recognition increments shall not be affected while employees are on leave due to illness or disability for a period of less than one year.

6-10 Years	\$200.00 per year
11-15 Years	\$350.00 per year
16-20 Years	\$500.00 per year
21-25 Years	\$650.00 per year
26 + Years	\$850.00 per year

Benefits:

The Employer is willing to provide to all Employees within this bargaining unit the following benefit plan:

- Life Insurance: 100% of premium rate contributed by Employee
- Disability: 100% of premium rate contributed by Employee
- Extended Health Care: 87.5% of family rate premium contributed by Employer
- Dental: 87.5% of family rate premium contributed by Employer
- Vision: 87.5% of family rate premium contributed by Employer
- Employees shall participate in the Local Authorities Pension Plan
- The Employer contributions to benefits in this section shall continue while an employee employed under this schedule is attending apprenticeship training.

This benefit plan shall be made available to all Employees employed with a 0.50 FTE or greater (not prorated). Employees working less than 0.50 FTE shall not be eligible for participation in the benefit plan.

Effective the first of the month following ratification, the Employer shall pay 89.85% of the premiums for the Extended Health Care, Dental and Vision plans identified above.

Effective September 1, 2012, the Employer shall pay 90.5% of the premiums for Extended Health Care, Dental and Vision plans identified above.

Effective September 1, 2013, the Employer shall pay 92.0% of the premiums for Extended Health Care, Dental and Vision plans identified above.

Schedule III - Transportation Operations

(2,080 hours paid over 12 months)

The Employer will register and implement a 95% Supplementary Unemployment Benefits [SUB] Plan which each employee shall apply for and, if eligible, access during the period[s] of apprenticeship training. The Employer shall pay its portion of each employee's benefit plan premiums during the apprenticeship. SUB shall be payable for the period during which an employee is away from normal duties during the apprenticeship training, including the EI waiting period. Each employee accessing this benefit plan does so with the understanding that he/she is committing to provide to the Employer twelve consecutive months of service for each term of apprenticeship covered by the Plan, upon completion of the apprenticeship program and is liable for reimbursement to the Employer funds provided under the plan in proportion to any shortfall in service commitment.

The school division shall administer the provision of and cleaning of coveralls in accordance with administrative practice for all Schedule II & III employees in the support staff department.

Schedule II & III employees shall receive an annual safety and equipment allowance of \$300.00 to be paid on their January paycheque.

Annual

Effective September 1, 2011 – 2.5%

	1	2	3	4	5
1 Bus Fleet Maintenance Technician	68,163	69,422	70,674	71,915	73,174
2 Lead Bus Fleet Maint. Technician	71,503	72,764	74,003	75,262	76,517

Hourly (presented for illustrative purposes only)

Effective September 1, 2011 – 2.5%

	1	2	3	4	5
1 Bus Fleet Maintenance Technician	32.77	33.38	33.98	34.57	35.18
2 Lead Bus Fleet Maint. Technician	34.38	34.98	35.58	36.18	36.79

The above salary grids include general holiday pay.

Effective September 1, 2012, increase all wages by 2.5%.

Effective September 1, 2013, increase all wages by 2.5%.

Apprenticeship:

Apprenticeship wages shall be paid at the rates agreed to in the government apprenticeship contract, plus 5% from the first year experience line of the journeyman rate.

Education Recognition Increments

Training in a complementary trade must be received through a registered apprenticeship program. This does not apply to journeyman tradesman that may have one or two years of apprenticeship training waived as a result of the training they received in their primary trade.

Additional Education recognition increments will be paid to journeymen tradesmen that receive and successfully complete additional training in a complementary trade as follows (approval for enrolling in complementary trade program must be received by their supervisor).

- Successful completion of 1st year apprenticeship \$400 over grid
- Successful completion of 2nd year apprenticeship \$800 over grid
- Successful completion of 3rd year apprenticeship \$1,200 over grid
- Successful completion of 4th year apprenticeship \$1,600 over grid

Service Recognition Increments:

Employment for the purpose of services recognition increments shall not be affected while employees are on leave due to illness or disability for a period of less than one year.

6-10 Years	\$200.00 per year
11-15 Years	\$350.00 per year
16-20 Years	\$500.00 per year
21-25 Years	\$650.00 per year
26 + Years	\$850.00 per year

Benefits:

The Employer is willing to provide to all Employees within this bargaining unit the following benefit plan:

- Life Insurance: 100% of premium rate contributed by Employee
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- Extended Health Care: 87.5% of family rate premium contributed by Employer
- Dental: 87.5% of family rate premium contributed by Employer
- Vision: 87.5% of family rate premium contributed by Employer
- Employees shall participate in the Local Authorities Pension Plan

- The Employer contributions to benefits in this section shall continue while an employee employed under this schedule is attending apprenticeship training.

This benefit plan shall be made available to all Employees employed with a 0.50 FTE or greater (not prorated). Employees working less than 0.50 FTE shall not be eligible for participation in the benefit plan.

Effective the first of the month following ratification, the Employer shall pay 89.85% of the premiums for the Extended Health Care, Dental and Vision plans identified above.

Effective September 1, 2012, the Employer shall pay 90.5% of the premiums for Extended Health Care, Dental and Vision plans identified above.

Effective September 1, 2013, the Employer shall pay 92.0% of the premiums for Extended Health Care, Dental and Vision plans identified above.

Schedule IV - Support Services Clerical

(1,820 hours per year paid over 12 months)

Applies to all clerical support positions for Transportation and Maintenance Operations

Annual

Effective September 1, 2011 – 2.5%

	1	2	3	4	5
1 Administrative Support I	34,890	36,412	37,933	39,452	40,975
2 Administrative Support II	37,931	39,452	40,975	42,480	43,990
3 Administrative Support III	41,704	43,242	44,775	46,287	47,783

Hourly (presented for illustrative purposes only)

Effective September 1, 2011 – 2.5%

	1	2	3	4	5
1 Administrative Support I	19.17	20.01	20.84	21.68	22.51
2 Administrative Support II	20.84	21.68	22.51	23.34	24.17
3 Administrative Support III	22.91	23.76	24.60	25.43	26.25

The above salary grids include general holiday pay.

Effective September 1, 2012, increase all wages by 2.5%.

Effective September 1, 2013, increase all wages by 2.5%.

Service Recognition Increments:

Employment for the purpose of services recognition increments shall not be affected while employees are on leave due to illness or disability for a period of less than one year.

6-10 Years	\$200.00 per year
11-15 Years	\$350.00 per year
16-20 Years	\$500.00 per year
21-25 Years	\$650.00 per year
26 + Years	\$850.00 per year

Benefits:

The Employer is willing to provide to all Employees within this bargaining unit the following benefit plan:

- Life Insurance: 100% of premium rate contributed by Employee
- Disability: 100% of premium rate contributed by Employee

- Extended Health Care: 87.5% of family rate premium contributed by Employer
- Dental: 87.5% of family rate premium contributed by Employer
- Vision: 87.5% of family rate premium contributed by Employer
- Employees shall participate in the Local Authorities Pension Plan
- The Employer contributions to benefits in this section shall continue while an employee employed under this schedule is attending apprenticeship training.

This benefit plan shall be made available to all Employees employed with a 0.50 FTE or greater (not prorated). Employees working less than 0.50 FTE shall not be eligible for participation in the benefit plan.

Effective the first of the month following ratification, the Employer shall pay 89.5% of the premiums for the Extended Health Care, Dental and Vision plans identified above.

Effective September 1, 2012, the Employer shall pay 90.5% of the premiums for Extended Health Care, Dental and Vision plans identified above.

Effective September 1, 2013, the Employer shall pay 92.0% of the premiums for Extended Health Care, Dental and Vision plans identified above.

LETTER OF UNDERSTANDING - FLEX TIME AND MODIFIED WORK WEEK AGREEMENT

The parties agree to renew this letter of understanding with the changes identified below:

1. Notwithstanding Article 7 of the Peace River Support Staff Agreement, additional hours worked over 8 hours per day or 44 hours per week may be used for flex time or a modified work schedule.
2. This must be mutually agreed upon by both the employee and supervisor. Where an agreement cannot be reached the employee's work schedule defaults to the regular work week.
3. Additional hours worked to qualify for flex time or a modified work week agreement are not subject to the 1.5 times calculation, and will be used up as straight lieu time or may be paid out. Arrangements for use of the accrued additional hours either on a determined date or on a regularly scheduled time-off during the work week must be agreed upon by both the employee and supervisor.
4. If the additional hours worked to qualify for flex time or a modified work schedule are paid out, the additional hours will be paid out at the rate accrued. All accrued additional hours unused as of Sept. 1 of every school year shall be paid out.
5. At the time additional hours are approved, the employee and employer must agree if the additional hours are to accrue at the overtime rate of 1.5 or as straight lieu time (to be used as flex time or a modified work week). Employee's timesheets (signed by both supervisor and employee) will specify which hours worked are accruing at the overtime rate and which are straight-time. Where it is indicated on the timesheets that additional hours worked are accrued at 1.5 times as outlined under Article 7, the indicated additional hours are subject to the qualifications and provisions under Article 7.
6. This agreement terminates on August 31, 2014.