
COLLECTIVE AGREEMENT
BETWEEN

PARKLAND SCHOOL
DIVISION NO. 70



AND

THE INTERNATIONAL UNION
OF OPERATING ENGINEERS,
LOCAL NO. 955



EFFECTIVE JANUARY 1, 2001
TO AUGUST 31, 2003

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* change or new provision

ARTICLE 1 PURPOSE

1.01 The purpose of this Agreement is to provide a method of fair and amicable adjustment of disputes and to stipulate the wages and other conditions of employment between the Employer and those employees who are covered by the provisions of this Collective Agreement.

ARTICLE 2 DEFINITIONS

2.01 Permanent Employee: an employee occupying a permanent position who has successfully completed the required probationary period.

2.02 Seasonal Employee: an employee occupying a seasonal position.

2.03 Temporary Employee: an employee occupying a temporary position.

2.04 Casual Employee: an employee other than a permanent, seasonal or temporary employee who has been hired to work on an occasional or intermittent basis.

2.05 Probationary Employee: an employee serving a probationary period of employment in a position coming under the scope of this Agreement.

2.06 Permanent Position: a set of tasks, duties and responsibilities which require the services of one person and which has been designated by the Employer as being required on a twelve (12) months per year basis indefinitely.

2.07 Seasonal Position: a set of tasks, duties and responsibilities which require the services of one person and which has been designated by the Employer as being required for a period of more than five (5) continuous months but less than twelve (12) continuous months on a year to year basis.

2.08 Temporary Position: a set of tasks, duties and responsibilities which require the services of one person and which has been established as such by the Employer in which the incumbent is required for a predetermined period of time or for a predetermined task or purpose of not less than three (3) months.

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- 2.09 Seniority: the length of continuous employment with the Employer in a position within the Scope of this Agreement, including periods of lay-off. Seniority accumulated prior to date of ratification of this Agreement must remain.
- 2.10 Disciplinary Act: is a penalty imposed upon the employee by the Employer and will include a written warning, suspension or dismissal.
- 2.11 ■ Student Employee: an employee other than a permanent seasonal or temporary employee who is twenty-five (25) years of age or less and who has been hired to work on an occasional or intermittent basis and who is currently attending or will be attending within four months, an education institution. Student employees may be used only for additional work when existing permanent and seasonal employees are not displaced.
- 2.12 In this Agreement (unless otherwise indicated in the contract), all words in the singular shall include the plural and all words in the plural shall include the singular: words of masculine gender shall include the female and vice versa.

ARTICLE 3 SCOPE AND UNION RECOGNITION

3.01 The Employer recognizes the Union as the sole Bargaining Agent in accordance with Alberta Labour Relations Board Certificate No. 52-95, for all employees of the Parkland School Division No. 70, except those covered by Certificate No. 54-95 and Certificate No. 190-95 and those persons exercising managerial or supervisory (as per article 3.02) functions or those who are employed in a confidential capacity in matters related to Labour Relations.

*3.02 The parties hereto agree that the terms managerial and supervisory shall, without limiting the generality of the foregoing, include the following:

- (A) Maintenance Supervisor
- (B) Manager, Student Transportation
- (C) Safety Supervisor, Student Transportation
- (D) Manager, School Facilities
- (E) Supervisor of Environmental Services

ARTICLE 4 APPLICATION

4.01 Notwithstanding clause 2.01, casual employees shall receive all the provisions of this Collective Agreement except:

Article 11: Seniority
Article 12: Probationary Employees
Article 13: Employment Opportunities (except clause 13.03)
Article 14: Application of Seniority
Article 15: Discipline and Dismissal
Article 16: Bereavement Leave
Article 17: *Clause 17.04*, Juror or Witness Leave
Article 18: Annual Vacation
Article 19: Named Holidays
Article 22: Medical and Sick Leave
Article 23: Other Benefits
Article 24: Grievance Procedure
Additional Allowances: No.'s 1, 3

Annual vacation and named holidays will be in accordance with the Employment Standards Code.

4.02 Notwithstanding clause 2.01, temporary or student employees shall receive all the provisions of this Collective Agreement except:

Article 11: Seniority
Article 12: Probationary Period
Article 14: Application of Seniority
Article 16: Bereavement Leave
Article 22: Medical and Sick Leave
Article 23: Other Benefits
Article 24: Grievance Procedure (in case of termination of employment)
Additional Allowances: No.1

ARTICLE 5 MANAGEMENT RIGHTS

5.01 The Union recognizes the right of the Employer to Management of its land, plant and equipment and the direction of the work forces including the right to hire, promote and/or transfer and the right to discipline, warn, suspend or dismiss any employee for just cause. The Union further recognizes the right of the Employer to operate and manage its affairs in accordance

with its commitments and responsibilities, including methods, processes and means of production or handling of services except as otherwise provided in this agreement.

- 5.02 The Union further recognizes the Employer's retention of those residual rights of management that are not specifically limited by the expressed terms of this Agreement.

ARTICLE 6 UNION DUES AND SECURITY

- 6.01 Any employee who, as of the effective date of this Agreement, is a member of the Union in good standing or who may become a member during the life of this Agreement shall, as a condition of employment, continue such membership. All employees covered by this agreement shall pay monies equal to the established dues of the Union.
- 6.02 Any new employee hired under the terms of this agreement shall, as a condition of employment, make application for membership in the Union within thirty (30) days.
- 6.03 Notwithstanding 6.02, any new employee who has not applied for membership in the Union, who chooses to opt out of membership of the Union, must notify the Union in writing within thirty (30) days after date of hire of his/her intention to opt out; otherwise such employee will automatically become and remain a member of the Union.
- 6.04 The Employer agrees to forward all Union dues deducted to the Union on or before the fifteenth (15th) day of the next month following the month for which dues have been deducted, together with a list of its members who had dues deducted in the previous month. Annually or upon request by the Union, the Employer agrees to provide mailing address, job classification, status of employment (permanent, seasonal, temporary or casual) and starting date to the Union.
- 6.05 Notification of any change in dues as aforesaid, shall be given by the Union to the Employer in writing at least thirty (30) days prior to the effective date of change.
- 6.06 So long as this Union remains the certified bargaining agent for the employees covered by this Agreement, the Employer agrees to recognize the Union as the sole bargaining agent in

the matter of all conditions specified in this Agreement.

ARTICLE 7 LABOUR/MANAGEMENT COMMITTEE

7.01 There shall be a Labour/Management Committee consisting of four (4) Parkland School Division employees appointed by the Union and four (4) members appointed by the Employer. The Union Business Agent may also attend. The Labour/Management Committee shall meet quarterly to discuss items of mutual concern. The committee shall not alter, amend, or change the terms of this Agreement.

7.02 In the event of significant staff reductions of a permanent nature affecting Union members, a special Labour/Management Committee meeting may be held before a final decision is made.

ARTICLE 8 DISCRIMINATION

The Employer and the Union mutually agree that at no time will either of them discriminate against any employee covered by this Agreement, because of their membership in, or activity on behalf of the Union, or on account of their specific rights arising under the Alberta Individual's Rights Protection Act.

ARTICLE 9 UNION REPRESENTATIVES AND STEWARDS

9.01 The Employer recognizes the right of the Job Stewards, Chief Stewards and/or the Business Agent to deal with complaints and grievances as permitted by the Collective Agreement.

9.02 The Union shall inform the Employer in writing within ten (10) days of their appointment as to the names and addresses of its officers, negotiating committee members, Job and Chief Stewards and the areas they represent and any other persons who are authorized representatives of the Union in matters which are appropriate under the provisions of this Agreement. The Union shall also inform the Employer in writing of any changes to such a list of names.

9.03 The Employer agrees that a Job Steward or a Chief Steward may conduct a review of any dispute within their area arising from the application of this Agreement. Where permission is granted to a Job Steward or Chief Steward from the Steward's designated manager to leave their employment for up to two

(2) hours, the Steward shall suffer no **loss** of pay or benefits. Permission to leave the worksite shall not be unreasonably withheld. The review process may only utilize Employer controlled information after appropriate consent is obtained from the Employer.

9.04 When the Employer and the Union agree to participate in meetings or committees during the employee's normal working hours, employees shall suffer no **loss** of pay or benefits.

9.05 Leaves of absence for Collective Bargaining will be limited to a maximum of four (4) employees. The affected wages of the employees on the Union Negotiating Committee during the course of negotiations will be shared equally by the Employer and the Union. Unless otherwise agreed to, negotiation meetings shall be conducted during normal working hours and no further compensation shall be paid for any time in excess of an employee's normal working hours.

9.06 The Business Agent of the International Union of Operating Engineers may have access to an employee(s) during their normal working hours to conduct a review of any dispute arising from the application of this Agreement upon prior authorization of the Employer. Permission will not be unreasonably withheld.

ARTICLE 10 CLASSIFICATIONS

10.01 The establishment and maintenance of a classification plan covering employees within the jurisdiction of the Union shall be the responsibility of the Employer. The Employer shall develop classification specifications in accordance with the classification plan and shall provide specifications to the Union as they become available. The Employer shall consult with the Union to discuss any changes to the classification specifications prior to implementation.

10.02 It is agreed that the Employer may institute new classifications and that the wage rates for these classifications shall be fixed by the Employer in writing within five (5) working days, after consultation with the Union.

ARTICLE 11 SENIORITY

- *11.01** The Employer shall provide, and distribute to each workplace by January 1 of each year, a list of employees' names, including those on lay-off, and most recent date of hire of each employee. A copy of this list shall be sent to the Union at the same time. Where the Union requires seniority information for specific members affected by lay-off or recall, the Union may request and the Employer shall provide such information.
- 11.02** If an employee is promoted or transferred to a position within the Parkland School Division but outside the unit covered by this Agreement and later returns to a position covered by this Agreement, he will maintain his seniority that he had when promoted or transferred but shall not accumulate seniority while working outside the Agreement.
- 11.03** When an employee leaves the Employer's service and is later re-engaged, his seniority shall date from the date of re-engagement.
- 11.04** When vacant positions are being filled and where all other factors are relatively equal, then seniority shall be the deciding factor.
- 11.05** An employee shall lose his seniority and be deemed terminated in the event:
- a) He fails to return to work following a lay-off within seven (7) working days after being notified of his recall, unless an extension is granted by the Employer. In the event of an extension, the Employer may recall the next senior employee able to perform the work on a temporary basis until the recalled employee is available. It shall be the responsibility of the employee to keep the Employer informed of his current address.
 - b) He is laid-off for a period of longer than twelve (12) consecutive months.
 - c) He is absent from work for any reason which includes illness, disability or injury, and the provisions of Section 22.06, in excess of one (1) year. An extension of
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up to one (1) year may be granted by the Employer upon written application of the employee.

d) He is dismissed for just cause, that is sustained if grieved;

e) He resigns.

ARTICLE 12 PROBATIONARY EMPLOYEES

12.01 The normal probationary period for new employees (except casual) shall be ninety (90) days worked.

12.02 The Employer must notify the Union and the employee of the completion of the probationary period in writing.

12.03 After the successful completion of the probationary period, seniority must be effective from the date employment commenced.

12.04 All new permanent and seasonal employees on probation must be entitled to all terms and conditions of this Agreement except with regard to dismissal. Probationary employees may be terminated at any time during their probationary period at the Employer's sole discretion and no access to the grievance procedure will be available.

ARTICLE 13 EMPLOYMENT OPPORTUNITIES

13.01 In filling a permanent, seasonal or temporary position the Employer shall notify the Union and post the position on all bulletin boards designated by the Employer for a minimum of ten (10) working days **so** that all members will have knowledge of same. Any member may make written application to the Employer if they **so** desire. The Employment Bulletin shall contain the following information:

- nature of position
- abilities and **skills**
- shift and rate of pay
- designation - permanent, seasonal or temporary
- regular hours worked per week
- initial employee reporting base

When the Employer is filling a vacancy of three (3) hours or

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- less, or adding additional regularly scheduled hours at a worksite, up to and including three (3) hours, the Employer may distribute the work by seniority to one (1) or more part-time employees employed at the site. If they decline to accept the hours, then the position shall be posted in accordance with this Agreement.
- 13.02 The Union agrees that it shall be the exclusive right of the Employer to determine which person shall be hired or transferred as the successful applicant to fill a posted vacancy and the Employer agrees that, individual qualifications and ability to do the job being relatively equal, present employees shall have the first opportunity to fill the vacancy.
- 13.03 Casual and temporary employees shall be considered as "present employees" for the purpose of this article only, if they have performed any work for the Employer within sixty (60) working days preceding the posting of the Employment Bulletin.
- 13.04 The Employer shall have the right to fill a vacancy on a casual basis during the posting and selection period for a maximum period of forty-five (45) working days or:
- a) if no qualified employees respond to the job posting (in the Employer's opinion) until the position is filled by a new hire;
 - b) in the event that a qualified employee is awarded the position, the thirty (30) working days can be extended a further thirty (30) working days when it is necessary to post a second position as a result of filling the first vacancy. Any further extension will require Union consent.
- 13.05 The Union hereby recognizes the right of the Employer to be the final judge as to the merits of all job applications subject to 13.02.
- 13.06 The Business Agent of the Union shall be notified, in writing, of all appointments, hirings, layoffs, recalls, terminations or leaves of five (5) working days or longer granted to any employee within the bargaining unit.

13.07 When a vacancy has been filled a notice showing who has been appointed shall be posted on all bulletin boards designated by the Employer within ten (10) working days.

*13.08 Any permanent or seasonal employee who fills a posted vacancy or who is promoted or transferred to a position outside the bargaining unit shall be on a trial period for thirty (30) working days. However, if the employee proves unsatisfactory or does not wish to remain in the position during the trial period, the Employer shall place the employee in the employee's former position, if available or transfer the employee to a comparable position.

ARTICLE 14 LAYOFF AND RECALL

14.01 In the event of lay-off by the Employer, employees shall be laid off within each affected department by classification series in the reverse order to their seniority provided that those remaining have the required knowledge, qualifications, abilities and skills to fill the positions available.

It is understood that permanent employees shall also have the opportunity to exercise their seniority rights over seasonal employees and seasonal employees shall **also** have the opportunity to exercise their seniority rights over casual or temporary employees.

14.02 Employees shall be recalled in order of their seniority within each affected department by classification series when work becomes available provided they have the required knowledge, qualifications, abilities and skills to fill the positions available.

It is understood that permanent employees shall also have the opportunity to exercise their seniority rights over seasonal employees and seasonal employees shall also have the opportunity to exercise their seniority rights over casual or temporary employees.

14.03 It shall be the responsibility of the employee to keep the Employer informed of his current address.

ARTICLE 15 DISCIPLINE AND DISMISSAL

15.01 In the event of a Disciplinary Act taken by the Employer, the

employee will have the right to be accompanied by an available Union representative.

15.02 A copy of all correspondence related to an act of discipline will be forwarded to the Business Agent of the Union.

ARTICLE 16 BEREAVEMENT LEAVE

*16.01 For purposes of this article, employees will direct requests for leave to their designated supervisor.

16.02 In the event of a death of a member of the employee's immediate family up to three (3) days leave with pay will be granted.

16.03 If considerable travel is involved, up to two (2) days travel time with pay may be granted.

16.04 Immediate family includes current or former spouse, child, parent, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, parent of spouse, grandparent, grandchild, or relative who is a member of the employee's household.

*16.05 In the event of a death of a close friend, or of a relative who is not immediate family, up to one half day with pay may be granted to attend the funeral provided that prior approval is obtained from his designated supervisor.

*16.06 Employees requesting a bereavement leave will discuss leave requirements with their designated supervisor.

16.07 Bereavement leave will not be granted during any period where an employee is on vacation.

ARTICLE 17 LEAVE FOR SPECIAL CIRCUMSTANCES

*17.01 For the purposes of this article, employees will direct requests for leave to their designated supervisor.

17.02 The Employer may grant leaves with or without pay for reasons not defined in this Agreement.

17.03 When the employee requests this leave, the employee either at the time of the request or upon his return to work, shall provide details, in writing, of the special circumstances requiring

such leave.

17.04 An employee shall be granted two (2) days leave with pay per year to care for an injured or ill spouse, child or parent.

17.05 An employee required to appear in Court as a subpoenaed witness or summoned juror shall be given a leave of absence with pay for that purpose provided that the employee shall pay any fees received from that appearance to the Employer, up to a maximum of the employee's salary.

17.06 An employee shall use a leave of absence only for the purpose for which it is granted. If a leave of absence is used for any other purpose, the employee may be subject to discipline in accordance with Article 15.

*17.07 a) An employee on maternity leave shall apply for employment insurance benefits at the earliest opportunity and remain in receipt of such benefits for the full period of time for which employee insurance benefits are available to the employee during the maternity leave. The provisions of article 22 and 23 shall not apply to any employee on maternity leave. An employee on maternity leave shall access the supplementary employment benefit plan established by the Employer for salary top up and benefit premium contributions during the health related portion of the maternity leave.

b) A pregnant employee who has been employed by the Employer for a continuous period of at least 12 months is entitled to maternity leave without pay. A pregnant employee, as referred to above, is entitled to maternity leave of a period not exceeding fifty-two (52) consecutive weeks commencing at any time during the period of 12 weeks immediately preceding the estimated date of delivery and if the actual date of delivery is after the estimated date of delivery, an additional period consisting of the time between the estimated date of delivery and the actual date of delivery. Subject to 17.09, the maternity leave shall include a period of at least six (6) weeks immediately following the actual date of delivery.

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- 17.08 A pregnant employee shall give the Employer at least two (2) weeks notice, in writing, of the day on which she intends to commence maternity leave and, if **so** requested by the Employer, shall provide the Employer with a medical certificate certifying that she is pregnant and giving the estimated date of delivery. A pregnant employee is entitled to commence maternity leave, referred to in 17.07, on the expiration of the two (2) weeks notice given.
- 17.09 An employee, with the agreement of the Employer, may shorten the duration of the six (**6**) week period following the actual date of delivery by providing the Employer with a medical certificate indicating that resumption of work by the employee will not endanger her health.
- 17.10 An employee who fails to comply with 17.08 and who is otherwise entitled to maternity leave for the period specified in 17.07 if within two (2) weeks after she ceases to work she provides the Employer with a medical certificate indicating that she is not able to work by reason of a medical condition arising from her pregnancy and giving the estimated date of delivery or actual date of delivery.
- 17.11 When an employee takes maternity leave under this Article and is unable to return to work after the expiration of the period referred to in 17.07 by reason of a medical condition of the employee or the child arising after the date of delivery, the Employer shall grant the employee a further period, of maternity leave without pay of not more than three (3) weeks if she provides the Employer with a medical certificate indicating that owing to a medical condition arising following the date of delivery she is not able to return to work at that time.
- 17.12 If during the 12 week period immediately preceding the estimated date of delivery the pregnancy of an employee interferes with the performance of the employee's duties, the Employer may, by notice in writing to the employee, require the employee to commence maternity leave under this Article.
- "17.13 A male employee shall be granted one (1) day paternity leave with pay at the time of the birth of each of his children. The rate and duration of such paternity leave benefits **do** not change in the event of a multiple birth.

ARTICLE 18 ANNUAL VACATION

***18.01** Annual vacation with pay for permanent employees shall be earned as follows:

- a) An employee who has completed twelve (12) full calendar months of service from date of hire shall receive fifteen (15) work days of vacation.
- b) An employee who has completed seven (7) full years of service from date of hire shall receive twenty (20) work days of vacation.
- c) An employee who has completed fifteen (15) full years of service from date of hire shall receive twenty five (25) work days of vacation.
- d) An employee who has completed less than (12) full months of service from date of hire shall receive vacation days based on a prorated amount in accordance with 18.01(a).
- e) An employee leaving the service of the Employer with less than one year shall receive pay in lieu of vacation at the rate of four percent (4%) of straight time earnings.

18.02 Seasonal employees shall receive, in lieu of an annual vacation, a payment according to the following schedule:

- a) up to one (1) year of service, four percent (4%)
- b) after completing one (1) year, six percent (6%)
- c) after completing seven (7) years of consecutive service, eight percent (8%)
- d) after completing fifteen (15) years of consecutive service, ten percent (10%).

This amount shall be paid at each pay period.

18.03 The period for calculating holiday pay allowance for seasonal employees shall be from the first day of January to the 31st day of December.

***18.04** Employees may request vacation leave(s) in an amount that is not greater than their total accumulated vacation days earned

to date. Subject to orderly operation of the school division, the Employer shall grant such request(s). No employee shall accumulate more than two (2) times their annual vacation days entitlement in their vacation bank on August 31 of any year. In the event that the employee has accumulated more than two (2) times their entitlement on August 31, the Employer shall meet with such employee within thirty (30) calendar days to develop a vacation schedule to reduce their accumulated vacation days below the allowable limit by the following August 31. If the Employer and the employee are not able to reach mutual agreement on the schedule, the Employer shall schedule vacation for the employee.

- 18.05 By mutual consent, the above holiday may be taken on one (1) unbroken period, or in the event mutual consent is not possible, a minimum of two (2) weeks may be taken during the summer as scheduled by the Employer.
- *18.06 All permanent employees shall take their holidays, at the discretion of the designated supervisor, pursuant to the terms of this Agreement, and the designated supervisor shall post a holiday list prior to May 1st in each year. Changes in this holiday list may be negotiated between the employees and management.
- 18.07 Employees shall submit vacation requests between March 1 and March 31 for the following twelve months. Requests made after March 31 shall be on a first come, first serve basis. If two or more requests are received on the same day after March 31 for the same vacation time, seniority shall be the deciding factor.

ARTICLE 19 NAMED HOLIDAYS

- 19.01 a) The Employer recognizes the following as paid holidays:
1. New Years Day
 2. Family Day
 3. Good Friday
 4. Easter Monday
 5. Victoria Day
 6. Canada Day
 7. Civic Holiday
 8. Labour Day
 9. Thanksgiving Day

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10. Remembrance Day
 11. Christmas Day
 12. Boxing Day

- b) Hourly-rated employees, paid on the basis of time sheet hours only, will be paid 4.8% of their calendar year regular earnings.
- c) **All** other employees will receive pay for the above named holidays for which they are eligible at their regular rate of pay.

19.02 In the event that any of the holidays specified in sub-clause 19.01 above fall on a regular working day during the period of a permanent employee's annual vacation, one (1) extra day shall be added to his annual vacation for each day **so** accruing.

19.03 If a holiday specified in sub-clause 19.01 above falls on a Saturday, Sunday or regular day off, at any time in the year, an additional one (1) day's holiday will be allowed in lieu thereof.

19.04 **All** hours worked on any of the above named holidays by permanent, seasonal and temporary employees shall in addition to the regular wage be paid for at the rate of two (2x) times the regular rate.

19.05 The pay provisions outlined in this article will apply to work performed on the designated day and not the actual statutory holiday.

19.06 To be eligible for a named holiday with pay or pay in lieu, an employee must:

- a) have worked for the Employer for not less than thirty (30) days in the twelve (12) month period preceding the holiday, and
- b) have worked on the last regular working day preceding and the first regular working day following the named holiday, or be absent for reasons acceptable to the Employer, and
- c) work on the named holiday when required or scheduled to do **so**.

ARTICLE 20 HOURS OF WORK AND OVERTIME

- *20.01 a) The regular work week for all employees shall be Monday to Friday inclusive except as outlined in 20.02. This clause shall only apply to those eligible employees who were employed by the Employer prior to May 2, 1994, and have since continuously been employed.
- b) Employees working in the facilities classifications shall have regular hours of work between the hours of 8:00 a.m. to 4:30 p.m. Monday to Friday, with a one-half hour unpaid lunch period. Any work outside of the regular hours of work shall be paid at the rate of one and a half times the regular rate of pay. By mutual agreement between the Employer and the employee(s), these hours of work may be varied for special projects or summer hours.
- Employees in the facilities classifications called out for work that starts one and a half hours or less prior to their regular start time shall be paid at the overtime rate, rather than the minimum call-out pay of four (4) hours pay provided for in clause 20.10.
- 20.02 Those employees employed by the Employer prior to May 2, 1994, who have worked an alternate work week shall not be eligible for the provisions outlined in 20.01.
- 20.03 The regular hours of work for all employees shall be up to forty (40) hours per week.
- 20.04 The regular hours of work for all employees shall be up to eight (8) hours per day.
- 20.05 Overtime requires prior approval by the designated manager.
- 20.06 a) All consecutive hours worked which exceed the daily full time equivalent of 1.00 or total hours worked which exceed the weekly full time equivalent of 1.00 shall be paid for at a rate of one and one half (1 1/2) times the regular rate.
- b) All time taken as paid leave must be considered as time worked for purposes of computing overtime.

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- 20.07 In each working day there will be a fifteen (15) minute rest break during the course of four **(4)** continuous hours of employment. There shall be an unpaid lunch break of not more than one (1) hour during the course of six (6) continuous hours worked.
- 20.08 The supervisor or head caretaker, when requested to distribute overtime work, shall distribute such work as equally as possible among the employees. No employee shall be denied future overtime for failure to work overtime on a given occasion. Should no one be available the supervisor or head caretaker has the right to assign overtime.
- 20.09 If an employee is required to work over eleven (11) hours in any one (1) day he shall be granted a second meal break of not less than one half (1/2) hour with pay.
- 20.10 Any employee called in for work outside of his regular work day shall be entitled to a minimum of four **(4)** hours of wages at the regular rate and travel allowance at the prevailing Employer rate from and to the employee's residence for the distance traveled in the employee's private vehicle.
- In the event of any subsequent call-outs in the same day, those call-outs shall be paid at the applicable overtime rate for hours worked plus mileage to and from the employee's residence if traveled in the employee's vehicle.
- Designated employees called by phone to deal with an emergency response that can be resolved by phone shall be entitled to a minimum of *two* (2) hours of wages at the regular rate.
- 20.11 Four **(4)** hours of pay will be paid to employee's reporting for their regular shift, if there is no work available.
- It is agreed by the parties that where there is no work available in the employee's classification the Employer may offer alternative work and if such work is declined the minimum specified herein will not be paid.
- 20.12 Employees will be paid semi-monthly.

*20.13 No employee shall be required to take time off in lieu of overtime. Overtime may be taken off at a mutually acceptable time based on one and one-half (1 1/2) hours off for each one (1) hour of overtime worked. Unless the Employer agrees, no more than two (2) banked days can be taken consecutively. If the time off is not taken within a six month period, the time banked shall be paid out at the overtime rate based on the pay rate at which it was earned.

*20.14 Employees designated by the Employer as being on call shall receive a premium of eight (8) hours pay at regular rates for each seven consecutive day period that they are on call. The premium shall be prorated if the employee is designated as being on call for a shorter period of time. When employees are on call, they shall not be entitled to the two (2) hour phone emergency premium provided for in article 20.10.

*20.15 Employees required to work a split shift shall receive a premium of \$.30 per hour for each split shift worked.

ARTICLE 21 RATES OF PAY AND ACTING INCUMBENCY

21.01 The Employer agrees that during such times as this Agreement is in force, it will pay all persons covered by the terms of this Agreement the minimum rates set forth in Schedule "A", attached hereto and marked "Wage Schedule".

21.02 a) When as the result of the absence of an incumbent, an employee (except a casual employee) is appointed for more than one (1) consecutive work day to temporarily accept the responsibility and to carry out the duties of a position that has a higher pay category than that normally held, the rate of pay shall be equivalent to that which the employee would be entitled if occupying that position. This rate of pay shall be retroactive to the first day of the temporary appointment.

b) When as the result of the absence of an incumbent, a casual employee is appointed for more than five (5) consecutive scheduled work days to temporarily accept the responsibility and to carry out the duties of a position that has a higher pay category than that normally held, the rate of pay shall be equivalent to that which the employee would be entitled if occupying that

position. For casual employees the higher rate of pay shall be applicable on the sixth (6th) consecutive scheduled work day in that position and any days in that position thereafter except for an approved leave of absence.

- c) An acting incumbent may also be required to perform some of the duties of his regular position.

ARTICLE 22 MEDICAL AND SICK LEAVE

- *22.01 For the purposes of this article, employees will notify their designated supervisor.
- 22.02 The Employer shall grant to the employee one and one-half (1 1/2) work days of sick leave per month. Effective January 1, 1986 unused sick leave entitlement may be accumulated to a maximum of ninety (90) calendar days.
- 22.03 Employees who have accumulated a total credit greater than ninety (90) days prior to the aforementioned date shall upon each return to work after receiving long term disability benefits receive an accumulated sick leave credit of the balance of their prior accumulation.
- 22.04 For employees who have accumulated a total entitlement of greater than sixty (60) calendar days the entitlement shall not be reduced below thirty (30) calendar days upon return to work after receiving long term disability benefits. In the event that an employee referred to in Article 22.03 is absent on sick leave, the days such employee is off work shall first be deducted from the rebuildable credit of up to ninety (90) days rather than from those days in excess of ninety (90) credited to employees of long standing.
- 22.05 The Employer may require the employee to produce a Medical Certificate substantiating any illness for which sick leave is claimed.
- 22.06 The Employer may require an employee to be examined by a physician named by the Employer, at the Employer's expense. A copy of the physician's report and any test results obtained, shall be given to the employee.

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- 22.07 Modified Return to Work Program:
- a) The modified return to work program is a trial period to allow employees to return to work from extended disability leave or W.C.B. disability. The trial period shall not constitute time worked under Clause 11.05 (c).
 - b) The Union and the Employer recognize that each case must be assessed on the needs of the Employer and the employee and will be “without prejudice”.

22.08 The parties agree that a professional physiotherapist shall conduct functional fitness testing matched to job requirements acceptable to both parties on all new hires or employees returning to work after disability leave of two **(2)** months or more. Such testing shall be done to determine fitness for work and failure may result in the employee being judged not fit for work. The results of such testing and any report shall be provided to the employee, WCB or the Employer’s insurance carrier, as appropriate.

ARTICLE 23 OTHER BENEFITS

23.01 For each permanent and seasonal employee on the Employer’s group with the Alberta Health Care Insurance Plan, the Employer agrees to contribute eighty-five percent (85%) of the cost of the premium for the basic plan. Seasonal employees on lay-off for a period not exceeding two **(2)** months may remain on the Employer’s group insurance plan and the Employer shall continue the Employer’s contributions towards the plan on the same basis as prior to the lay off.

*23.02 For each eligible permanent and seasonal employee, the Employer agrees to contribute eighty-five percent (85%) of the cost of the premium for the following benefits when available to the Employer through the Alberta School Employee Benefit Plan or any other plan as may be agreed upon by the Employer and the Union. Seasonal employees on layoff for a period not exceeding two (2) months may remain on the Employer’s group insurance plan and the Employer shall continue the Employer’s contribution towards the plan on the same basis as prior to the lay off:

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- a) Life and Accidental Death and Dismemberment (Schedule 2)
 - b) Extended Health Care (Plan 1)
 - c) Long Term Disability (Plan D)
 - d) Dental Care (Plan 3).

23.03 Employer contributions toward benefit plans shall entitle the Employer to retain and not pass on to employees any rebates of premiums otherwise required under Human Resources Development Canada regulations.

23.04 The Employer and employees shall make contributions to the Local Authorities Pension Plan or its successor in accordance with the provisions of that plan.

ARTICLE 24 GRIEVANCE PROCEDURE

24.01 Any grievance arising from the contravention, interpretation, meaning, operation or application of any of the terms of this Agreement shall be subject to Grievance Procedures, and an earnest effort shall be made to settle the difference in the following manner. Either the Union or the Employer may institute a grievance under the terms of this Agreement:

- a) The Union shall institute a grievance within ten (10) working days of the act(s) giving rise to the grievance.
- b) The Employer shall institute a grievance within forty-four (44) working days of the act(s) giving rise to the grievance coming to the attention of the Employer.

24.02 The Employer and the Union shall commence the grievances at Step II.

24.03 GRIEVANCE STEPS

STEP I - Within ten (10) working days of the act giving rise to the grievance, the employee(s) concerned together with the Steward shall first seek to settle the dispute in a meeting with the designated manager, and/or appropriate manager.

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- STEP II - Failing satisfactory settlement within two **(2)** working days after the dispute was submitted under Step I, the employee(s) concerned together with the Steward, shall within five (5) working days submit to the next level of management a written statement of the particulars of the complaint, the article or articles contravened and of the redress sought. That manager shall meet with the grievor and the Steward and/or the Chief Steward, and render a decision in writing within five (5) working days of receipt of such notice.
- STEP III - Failing settlement being reached in Step II, the employee(s) concerned together with a representative of the Union shall, within five (5) working days of receipt of the decision of the manager in Step II, notify the Superintendent of Schools in writing, that it rejects such decision and following a meeting between the grievor, Steward, Business Agent and representatives of the Employer to hear the grievance, the Superintendent of Schools shall render a decision within seven (7) working days of receipt of such notice.
- STEP IV - Failing settlement being reached in Step III, the grievor shall notify, within ten (10) working days of receipt of the decision from Step III, the Superintendent of Schools in writing, that it rejects such decision. Within the next ten (10) working days, a grievance committee comprised of two (2) members appointed by the Employer and two **(2)** members appointed by the Union, shall review the grievance and render a written decision. A majority decision of this committee shall be final and binding upon the parties and any employee affected by the decision.
- STEP V Should the parties fail to reach agreement under the Grievance Procedures, Steps I to IV, either party may notify the other party in writing of its desire to submit the grievance to an Arbitration Board. Such written notice must be served within ten (10) working days following completion of the Grievance Procedure. The notice shall name the party's appointee to the Arbitration Board. Within five (5) working days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two **(2)** appointees selected shall, within five **(5)** working days, select a Chairman.

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- STEP VI Notwithstanding Step V, both parties, by agreement, may refer a grievance to a single Arbitrator whose decision shall be final and binding on all parties.
- STEP VII If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to select a Chairman within the time limit above, the appointment shall be made by the Minister of Labour upon the request of either party.
- 24.04 The Arbitration Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to it. It shall herein determine the difference of allegation and render a decision within ten (10) working days from the time the Chairman is appointed.
- 24.05 The decision of the majority shall be the decision of the Board, and shall be binding on all parties. In no event shall the Board alter, amend or change the terms of this Agreement.
- 24.06 Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision which it shall do within three (3) working days of the service of the Arbitration Board award upon the parties.
- 24.07 Each party shall pay:
(a) the fees and expenses of the Arbitrator it appoints;
(b) one-half of the fees and expenses of the Chairman;
(c) one-half of the fees and expenses of the single Arbitrator appointed under Step VI.
- 24.08 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties to this Agreement.
- 24.09 At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangement shall be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

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- 24.10 In the event of termination, the grievance shall be advanced to Step III.
- 24.11 If the initiator of a grievance does not receive a response to the grievance within the time limits set forth in this Article 24.00, the grievance may be advanced to the next step of the grievance procedure unless such time limits have been extended by mutual consent in writing.
- 24.12 For the purpose of the Grievance and Arbitration Articles, working days shall mean days on which the Parkland School Division Office is open.

ARTICLE 25 PRINTING

- 25.01 The Employer agrees to print this Agreement and the Union agrees to pay one half of the reproduction cost involved in producing a copy of this Agreement for each affected employee.

ARTICLE 26 DURATION OF AGREEMENT

- *26.01 Unless specified elsewhere in this Agreement, this Agreement shall be in full force and effect as of January 1, 2001 and shall continue in full force and effect through and including the thirty-first (31st) day of August, 2003, and from year to year thereafter unless written notice to commence collective bargaining is given by either party not less than sixty (60) nor more than one hundred and twenty (120) days prior to the expiry date of this Agreement.
- 26.02 Negotiated increases or changes will apply only to employees employed at the date of signing the Agreement.
- 26.03 The notice required hereunder shall be validly and sufficiently served at the office of the Parkland School Division and of the Union.
- 26.04 If no Agreement is reached at the anniversary date of this Agreement and notice to commence collective bargaining has been served the Agreement shall remain in effect, until a new Agreement is reached or a strike or lockout occurs.

**WAGE SCHEDULE
SCHEDULE A - HOURLY RATES**

FACILITIES

CLASSIFICATIONS	January ■ 2001	January ■ 2002
Master Electrician	20.82	21.86
Electrician	20.55	21.58
Plumber	20.55	21.58
Carpenter	20.21	21.22
Area Maintenance	19.99	20.99
Maintenance Service Worker II	15.11	15.86
Maintenance Service Worker I	13.60	14.28
Student Employee	8.81	*
Courier	14.34	*

CUSTODIAL DEPARTMENT

CLASSIFICATIONS	January 1, 2001	January ■ 2002
Caretaker I (<i>Casual</i>)	11.68	*
Caretaker II (<i>Caretaker</i>)	13.16	*
Caretaker III (<i>Chargehand</i>)	14.36	*
Caretaker IV (<i>Head Caretaker</i>)	14.41	*
Caretaker V (<i>Head Caretaker</i>)	14.69	*
Caretaker VI (<i>Head Caretaker</i>)	15.27	*

Effective January 1 to December 31, 2002, the percentage increase applied to (*) would be 3.75% or an amount equal to the percentage increase on the C4 - Fourth Year Maximum position on the salary grid contained with the Collective Agreement with the Alberta Teachers' Association, Parkland Local #10 for the period of September 1, 2001 to August 31, 2002, which ever is higher.

Effective January ■ to August 31, 2003, the percentage increase applied to all rates would be equal to the percentage increase on the C4 - Fourth Year Maximum position on the salary grid contained within the Collective Agreement with the Alberta Teachers' Association, Parkland Local #10 for the period of September 1, 2002 to August 31, 2003.

SCHOOL CLASSIFICATIONS

Level I
(*Caretaker VI*)
Spruce Grove Composite High School
Memorial Composite High School
Broxton Park School

Level II
(*Caretaker V*)
Blueberry Community School
Brookwood School
Duffield School
Forest Green School
Graminia School
High Park School
Meridian Heights School
Millgrove School
Muir Lake Community School
Queen Street School
Seba Beach School
Stony Plain Central School
Woodhaven Junior High School

Level III
(*Caretaker IV*)
Entwistle School
Keephills School
Parkland Village School
Tomahawk School
Wabamun School
Central Office

TRADES APPRENTICES

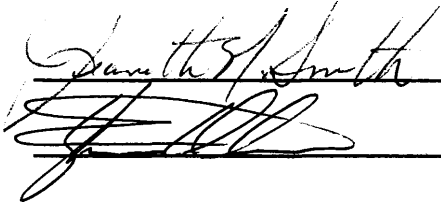
Third year (90% Journeyman Rate)
Second year (75% Journeyman Rate)
First year (60% Journeyman Rate)

ADDITIONAL ALLOWANCES

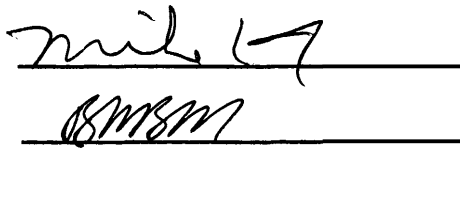
1. Apprentices will be paid 75% of their wages based on the established work week (Article 20.01, 20.03 and 20.04), semimonthly while attending trade school as part of their apprenticeship program.
2. The Employer will ensure that it carries liability insurance for the actions of all employees in the course of their employment while performing regular or specifically assigned duties and no deduction will be made from any employee on account of premiums, deductibles or claims for actions carried out during the course of their employment.
3. Any employee except school custodial staff who works a regularly scheduled shift, in which the majority of hours excluding overtime fall between the hours of 6:00 P.M. and 8:00 A.M. shall receive a premium of thirty cents (.30) per hour for all hours worked during that shift.
4. Employees requested to use their own vehicles on school business will be paid at the prevailing Employer rate. The Employer may make regulations governing the submission, approval and payment of claims for employee vehicles used.

IN WITNESS WHEREOF the parties have executed this Agreement this
26 day of April, 2001.

**FOR THE PARKLAND
SCHOOL DIVISION NO. 70**



**FOR THE INTERNATIONAL
OPERATING ENGINEERS, LOCAL
NO. 955**



INFORMATIONAL MEMO

The current Parkland School Division No. 70 policy on the accumulation of vacation and sick leave credits while away from work (except for regular vacation) is:

1. Worker's Compensation- accumulation of sick leave and vacation benefits will continue for the first 90 calendar days.
2. Leave of Absence With Pay - accumulation of sick leave and vacation benefits will continue for the duration of the leave.
3. Leave of Absence Without Pay- accumulation of sick leave and vacation benefits will continue for the first month or 31 days, whichever is shorter.
4. Sick Leave (Paid by Employer) - accumulation of sick leave and vacation benefits will continue for 90 calendar days or until the paid sick leave has expired, whichever is shorter.
5. Sick Leave (Unpaid) - there will be no accumulation of sick leave and vacation benefits.
6. Maternity Leave -there will be no accumulation of sick leave and vacation benefits.
7. Long Term Disability- there will be no accumulation of sick leave and vacation benefits.

NOTE: THE FOREGOING IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT PART OF THE COLLECTIVE AGREEMENT.

LETTER OF UNDERSTANDING (I)
between
PARKLAND SCHOOL DIVISION NO. 70
(hereinafter referred to as the "Employer")
and
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 955
(hereinafter referred to as the "Union")

11.05 (c)
11.05 (c)

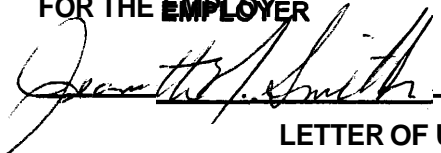
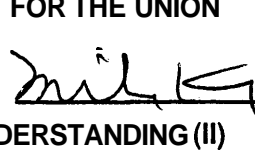
Pursuant to clause 11.05(c), the Union has requested that the above clause be removed from the Collective Agreement on the grounds that it is contrary to legislation.

The Employer desires that this clause remain in the Collective Agreement on the grounds that the application of the clause would be within their management rights.

Therefore, in the absence of an agreement between the parties to remove clause 11.05 (c) from the Collective Agreement, the Employer acknowledges that the Union believes that the clause has no legal standing.

FOR THE EMPLOYER

FOR THE UNION

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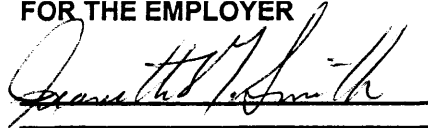
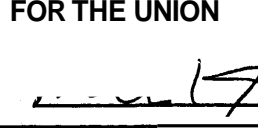
LETTER OF UNDERSTANDING (II)
between
PARKLAND SCHOOL DIVISION NO. 70
(hereinafter referred to as the "Employer")
and
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 955
(hereinafter referred to as the "Union")

The Employer believes in the on-going training and professional development of all staff. This letter reconfirms the Employer's commitment to policy G10 "Professional Development for All Staff" and to policy G10.1 "Support Staff Development".

Therefore, the Union and Employer agree to the establishment and implementation of professional development activities for Union members.

FOR THE EMPLOYER

FOR THE UNION

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LETTER OF UNDERSTANDING (III)
between
PARKLAND SCHOOL DIVISION NO. 70
(hereinafter referred to as the "Employer")
and
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 955
(hereinafter referred to as the "Union")

RE: TRANSITION OF SEASONAL EMPLOYEES TO PERMANENT STATUS

The parties agree, that effective June 1st, 1999:

1. Job postings will be for permanent positions only.
2. Current seasonal employees may at their option choose to remain as seasonal employees or by application to the Employer convert to permanent status. The option to convert to permanent status shall be available from June 1st, 1999 to August 31st, 2000.
3. Seasonal employees converting to permanent status shall accrue vacation leave in accordance with the Collective Agreement effective September 1st, 1999, with vacation pay continuing to be paid out until then. In the first year of permanent status converted part-time employees shall be eligible for leave without pay commensurate with the employee's years of service.
4. Converted part-time employees shall be allowed at the employee's option to compress their holidaytime for periods of vacation of two (2) weeks or longer; ie: two (2) weeks at eight (8) hours per day instead of four (4) weeks at four (4) hours per day.
5. Converted part-time employees shall be eligible at the employees option to combine their hours in July and August; ie: work eight (8) hours per day for the month of July and bank four (4) hours a day to be paid out during a leave of absence in August.
6. Vacation may be requested by the employee throughout the year as mutually agreed upon with the School Division, subject to operational requirements.

FOR THE EMPLOYER

FOR THE UNION

