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COLLECTIVE AGREEMENT

January 1, 1996 to December 31, 1996

between

The Parkland School Division No. 70

-and-

**The
International Union of
Operating Engineers
Local 955**



LOCAL NO. 955



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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 **lod**.

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.
- 2.09 Seniority: the length of continuous or accumulated months of employment with the employer and portions thereof in days within the Scope of this Agreement, not including period 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.

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) Shop Foreman
 - (B) Maintenance Supervisor
 - (C) Building Operations Co-ordinator
 - (D) Manager, Student Transportation
 - (E) Safety Supervisor, Student Transportation
 - (F) Operations Co-ordinator, Student Transportation

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:	Juror or Witness Leave
Clause 17.04	
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, 2, 3, 4, 5, 6, 7, 9, 12, 13, 14.

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

4.02 Notwithstanding **clause 2.01**, temporary 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.'s 4, 7, 12, 13, 14.

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 plus mailing address, job classification, status of employment (permanent, seasonal, temporary or casual) and starting date.

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 **d** 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** a 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 Superintendent of Schools.
- 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, or positions and that the wage rates for these classifications or positions 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**, on ~~or~~ about March 1 of each year, a list of employees' names, including those on lay-off, and date employment **commenced**. 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** including illness, disability or injury in excess of one (1) year. An extension of up to one (1) year may be granted by the Employer upon written application of the employee.
- (d) He is dismissed for just cause;
- (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 Mitten application to the Employer if they so desire. The Employment Bulletin shall contain the following information:

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

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, all other things 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 thirty (30) 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.

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 current 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** ten (10) 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** 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**.
- 16.02** If considerable travel is involved, up to **two** (2) days travel time with pay may **be** granted.
- 16.03** Immediate family **includes** current 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.
- 16.04** 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 manager.
- 16.05** Employees requesting a **bereavement** leave will discuss leave requirements with their designated manager.
- 16.06** Bereavement leave will not be granted during any period where an Employee is on vacation.

ARTICLE 17 LEAVE FOR SPECIAL CIRCUMSTANCES

- 17.01** The Employer may grant leaves with or without pay for reasons not defined in this agreement.
- 17.02** **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.
- 17.03** if the employee requests this leave **due** to illness in the **family**, a medical **certificate** may be required indicating the **employee's** presence is necessary.

17.04

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.

17.05

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**.

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 as of December 31st shall receive fifteen (15) work days of vacation credits in the subsequent year(s).**
- (b) **An employee who has completed eight (8) full years of service as of December 31st shall receive twenty (20) work days of vacation credits in the subsequent year(s).**
- (c) **An employee who has completed seventeen (17) full years of service as of December 31st shall receive twenty five (25) work days of vacation credits in the subsequent year(s).**
- (d) **An employee who has completed less than (12) full months of service as of December 31st in any given calendar year shall receive whole vacation day credits in accordance with the following schedule:**

Calendar Service						
	Exact Credit	Whole credit	Exact Credit	Whole credit	Exact credit	Whole credit
1 month	1.25	2	1.67	2	2.08	3
2 months	2.50	3	3.33	4	4.17	5
3 months	3.75	4	5.00	5	6.25	7
4 months	5.00	5	6.67	7	8.33	9
5 months	6.25	7	8.33	9	10.42	11
6 months	7.50	8	10.00	10	12.50	13
7 months	8.75	9	11.67	12	14.58	15
8 months	10.00	10	13.33	14	16.67	17
9 months	11.25	12	15.00	15	18.75	19
10 months	12.50	13	16.67	17	20.83	21
11 months	13.75	14	18.33	19	22.92	23

- (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 eight (8) years of consecutive service, eight percent (8%)
- d) after completing seventeen (17) years of consecutive service, ten percent (10%).

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 Permanent employees may break their holidays in) up to three (3) periods, the smallest being not less than one (1) week during their eligibility period. The designated manager may, however, under special circumstances, vary the length of the holiday.

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 manager, pursuant to the preceding terms of this agreement, and the designated manager 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.

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 Pay
7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
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** 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.
- 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 dally 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.
- 20.07** In each working day there ~~will be~~ a ten (**10**) 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 foreman, 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 foreman 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 **travelled** 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 travelled in the employee's vehicle.

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 (1) hour off for one (1) **hour** of **overtime** worked. 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** is was earned.

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".

- (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 **retro-active** 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.
- (d) Notwithstanding the above, an employee (**including** casual employees) appointed to perform as an equipment **operator** or bus **driver** **will** receive the higher rate for all hours worked **while** in that category.

ARTICLE 22 MEDICAL AND SICK LEAVE

- 22.01** 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 (00) calendar days.**
- 22.02** 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.
- 22.03** 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 22.02 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.
- 22.04** The Employer may require the employee to produce a Medical Certificate substantiating any illness for which sick leave is **claimed**.
- 22.05** Upon full retirement, between the age of **fifty-five (55)** and sixty four (**64**) **years inclusive**, an employee shall be entitled to **be** paid out twenty-five percent (25%) of his remaining accumulated **sick** leave.
- 22.06** **The** Employer may require **an** employee to be examined by a **physician** named by the Employer, at the Employer's expense.

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** to the extent of one third (**1/3**) of the **cost** of the premium for the basic plan. Seasonal employees on lay-off may only remain on the Employer's **group provided** that they pay the whole premium in advance for the months they are laid off.

23.02 For each eligible permanent and seasonal employee, the Employer **agrees** to contribute eighty (80) percent of the **cost** of the premium for the **following benefits** when available to the Employer through the Alberta **School Employee Benefit Plan**:

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

Seasonal employees on lay-off may only remain on the **Alberta School Employee Benefit Plan** provided that they pay the whole premium in advance for the months they are laid off.

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 Canada Employment and Immigration Commission **regulations**.

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 1 - 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.

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 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 Mitten 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 **sewed** 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.

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 patties. 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.
- 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 BUS DRIVERS

26.01 Except as **provided** elsewhere in this agreement the hours of **work for** bus drivers shall not be fixed and are **recognized** to vary **according** to route length. For purposes of calculating **benefit** entitlement the work day assignment **will** be recognized as **.5 F.T.E.**

26.02 The Employer may make regulations governing the operation of school buses. These regulations **will** be **put** in written **form** and when completed will be given to each bus driver.

26.03 Bus drivers shall be paid at the "route rate" for their regularly scheduled route, at the "extra trip rate" for all other **approved** trips and at the "waiting rate" for waiting time.

26.04 Bus drivers, as part of their regular duties and compensation, are required to:

- (a) Take the bus to the County Services Building at least once a month for regular **servicing** and one other time for **additional** repairs if necessary at no additional pay. Any driver that is required or requested to bring the bus to the County **Services** Building for repairs or **servicing**, beyond the 2 days noted above, may charge at the waiting **time** rated provided no alternate vehicle has been **supplied**.

- (b) Operate the bus on the prescribed route every day that the Parkland School Division school busses **are** operating.
- (c) Complete the **School Bus Driver Improvement Program** sponsored by the Parkland School Division No. **70**, Transportatton Department.
- (d) Provide a driver's medical as required for provincial license.
- (e) Attend the annual School Bus Driver's Seminar.

ARTICLE 27 DURATION OF AGREEMENT

27.01 Unless specified elsewhere in this agreement ~~this agreement shall be in full force and effect as of January 1, 1996 and shall continue in full force and effect through and including the thirty-first (31st) day of December 1996,~~ 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.

27.02 **Negotiated increases** or changes **will** apply only to **employees** employed **at** the date of signing the agreement.

27.03 The notice required hereunder shall **be validly** and **sufficiently sewed** at the office of the Parkland School Division and of the Union.

27.04 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**

GENERAL CLASS	TIONS	May 19	Sept 1	Dec 31
		1994	1994	1994
		(-3%)	(-2%)	(-2%)
Equipment Operator II		14.90		14.60
Equipment Operator I		12.90		12.64
Courier/Caretaker				12.15
Maintenance Service Worker IV		14.75		14.46
Maintenance Service Worker III		13.85		13.57
Maintenance Service Worker II		12.90		12.64
Maintenance Service Worker I		12.35		12.10
FACILITIES CLASSIFICATIONS				
Carpenter		17.06		16.72
Electrician		17.06		16.72
Painter		15.09		14.79
Plumber		17.06		16.72
Area Maintenance Man		16.87		16.53
		(-5%)	(-2%)	
Caretaker IV		12.62	12.37	
Caretaker III		12.26	12.02	
Caretaker II		11.30	11.07	
Caretaker I		10.41	10.20	

	May 19 1994	Sept 1 1994	Dec 31 1994
STUDENT TRANSPORTATION CLASSIFICATIONS			
	(-3%)		(-2%)
Mechanic, Motor	17.06		16.72
Partsman	15.09		14.79
	(-5%)		(-2%)
School Bus Driver (Special Needs)	16.46		16.13
School Bus Driver (Regular)	40.35*		39.54*
* <u>Daily</u> rate, route distance up to 64 km, inc. Per Kilometer rate over 64 km	.06		.059
Extra trip rate	.19/km	.186/km	
Waiting time rate (per hour) (waiting time is calculated as total time minus driving nearest quarter hour)	8.80	8.62	
Extra trip rate (minimum per trip) (mile 0 is calculated from the starting location of the trip)	11.07	10.85	
Allowance for handicapped passenger (regular route)	19.00		18.62

TRADES APPRENTICES

Third year (90% Journeyman Rate)

Second year (75% Journeyman Rate)

First year (60% Journeyman Rate)

If, after each employee has had his or her **pre-ratification** rate **reduced** by the above percentages, an employee who is at a rate above the **rate** on Schedule A of this agreement will be red **circled**.

ADDITIONAL ALLOWANCES

1. A journeyman tradesman **with** an extra ticket that is separate and **distinct** and **related** to the employee's work will **be** paid an additional forty dollars (\$40.00) per month; for the purpose of this clause, journeyman plumbers and gas fitters are to be considered separate and distinct trades.
2. Journeyman Mechanics and others required by the Employer to provide a substantial amount of their **own** tools will receive a tool allowance of **\$300.00** per year to **be** paid in December prorated to **service** for the year and will be supplied with coveralls.
3. Journeyman Mechanics who **are** required by the Employer to obtain a **Commercial Vehicle Inspection** Licence and do **so** will receive an additional fifteen dollars (\$15.00) per month.
4. 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.
5. The Employer **will** pay for the medical requirements of **Class I and Class II licences** if the position requires such licence.
6. The Maintenance **Service** Worker III, formerly designated as Shop Handyman, will **be supplied with coveralls**.

7. 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.
8. 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 AM.** shall receive a premium of **thirty cents (.30)** per hour for **all** hours worked during that shift.
9. Bus Drivers using their own power for plug-ins **will** receive thirty dollars (**\$30.00**) per month **for** the months of November, December, January, February **and March;** to be paid monthly.
10. 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.
11. An additional **\$0.57** per hour shall be **paid** to **Head Caretakers** responsible for a **school** exceeding **100,000** square feet in size.

LETTER OF UNDERSTANDING (I)

This letter shall be attached to the collective agreement and only **apply** to those **employees** who **were** employed as of **May 2, 1994** and **since** remained continuously employed by the Employer. Such employees shall be **eligible to receive the following entitlements:**

- (i) School bus driven after three (3) years of service** shall receive an additional ten dollars (\$10.00) per month and thereafter an additional three dollars (\$3.00) per month for each **year's service** to a maximum of fifty dollars (\$50.00) per month. Employees **employed as of May 2, 1994** and who are receiving an entitlement under this **provision** shall have this entitlement frozen at that rate for the duration of this agreement.
- (ii) Effective January 1, 1987** all other employees who **qualify** for the seniority **bonus** as **outlined in (1)** shall receive an **additional five (5) cents** per hour for **1987** and **continue to** receive an additional five (5) cents each subsequent year to a **maximum of sixty (60) cents** per hour, Employees employed **as of May 2, 1994** and who are receiving an **entitlement** under **this** provision shall have this entitlement frozen at that rate for the duration of this agreement.

Employees employed **after May 2, 1994**, shall not be **eligible** for the above entitlements.

LETTER OF UNDERSTANDING (II)

In standardizing the agreement with hourly rates of pay **it** should be noted that **it is not** the Employer's intention to **arbitrarily** reduce **employee's hours** of work.

LETTER OF UNDERSTANDING (111)

For the purpose of implementing a "common anniversary date" for vacation credit purposes, the parties hereby agree that:


- (i) During **1994**, permanent employees shall receive their applicable vacation credits on the anniversary of their appointment to a **permanent** position in accordance with **articles 18.01 (a); (b), and (c)** of the **1991-92 collective agreement, and;**
- (ii) At the end of **1994**, permanent employees shall receive a pro-rated amount of vacation credits in accordance with the table in **article 18.01 (d)** in the new (1994) collective agreement **which will** be available for use in **1995**, and;
- (iii) The Employer's policy on carry-over of unused vacation **credits shall be** relaxed until **December 31, 1995**.

FOR THE PARKLAND SCHOOL
DIVISION NO. 70

FOR THE INTERNATIONAL
OPERATING ENGINEERS
LOCAL NO. 955


CHAIRMAN, BOARD OF
EDUCATION


BUSINESS MANAGER


ASSOCIATE SUPERINTENDENT


RECORDING
CORRESPONDING
SECRETARY

Date: May 13/96

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.

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