

COLLECTIVE AGREEMENT

SOURCE	Company		
EFF. DATE	96	09	01
TERM.	98	08	31
No. OF EMPLOYEES	140		
NOMBRE D'EMPLOYÉS	CB-		

BETWEEN

THE WILD ROSE SCHOOL DIVISION NO. 66

and

THE CENTRAL ALBERTA ASSOCIATION OF
MUNICIPAL AND SCHOOL EMPLOYEES

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COLLECTIVE AGREEMENT

BETWEEN.

THE WILD ROSE SCHOOL DIVISION NO. 66,
hereinafter called the "Employer",

AND

**THE CENTRAL ALBERTA ASSOCIATION OF
MUNICIPAL AND SCHOOL EMPLOYEES,**
hereinafter called the "Association",

NOW THEREFORE the parties agree **as** follows:

ARTICLE 1 **TERM OF COLLECTIVE AGREEMENT**

- 1.01 Unless otherwise specifically provided **for** in **this** Collective Agreement, this Collective Agreement shall be in full force and **effect** from July 31, 1996, if ratified by both parties on or before August 19, 1996, otherwise, the first of the month following the date of signing of this Collective Agreement by the parties or September 1, 1995, whichever is the later, until August 31, 1998.
- 1.02 Either **party** may give to the other party, not less than sixty (60) calendar days nor more than one hundred and fifty (150) calendar days prior to the expiration date of this collective agreement, notice in writing of its desire to commence collective bargaining to amend this Collective Agreement. The party serving notice shall provide its complete set of desired amendments along **with** the written notice. At the first meeting between the parties, the party receiving notice shall provide its complete set of desired amendments.
- 1.03 Where notice to commence collective bargaining has been served, **this** Collective Agreement shall continue until a renewal Collective Agreement is reached or a strike or lockout occurs
- 1.04 The parties agree that only the hourly wage rates under Appendix A may be opened for negotiation by either party not less than **sixty** (60) calendar days nor more than one hundred and fifty (150) calendar days prior to August 31, 1997. Should the parties fail to reach agreement on any *salary* adjustment (increase or decrease), the matter may be referred to arbitration under the provisions of Article 13, Grievance Procedure. Any salary adjustment (increase or decrease) established by or for the parties prior to September 1, 1997 will commence no sooner than September 1, 1997 and if established by or for the parties after September 1, 1997, no sooner than the first of the month following ratification by both parties, unless otherwise mutually agreed to by the parties, or first of the month following the date the arbitration board issues its decision, unless specified otherwise by the arbitration board

ARTICLE 2 MANAGEMENT RIGHTS

- 2.01 The Association recognizes the Employer's retention of those residual rights of management that are not specifically limited by the express terms of this Collective Agreement

ARTICLE 3 SCOPE

- 3.01 The Employer recognizes the Association **as** the sole bargaining agent for all office and clerical employees, library personnel, teacher assistants, therapists and technicians, **as** defined by the *Alberta Labour Relations Board* certificate 255-94, who are employed by the Employer.
- 3.02 Notwithstanding Clause 3.01, this Collective Agreement shall not apply to incumbents of managerial positions established by the Employer and incumbents of the following positions:
- Executive Secretary to the Superintendent of Schools
 - Executive Secretary *to* the Assistant Superintendent of Schools
 - Executive Secretary to the Secretary-Treasurer
 - Senior Payroll Clerk
- 3.03 Notwithstanding Clause 3.01, this Collective Agreement shall not apply to casual employees and persons employed under wage subsidy employment programs that are designed as employment training programs or job creation programs to complement the existing work force and such employees will not replace regular or temporary positions covered under this Collective Agreement.
- 3.04 Where the Employer creates a new classification within the scope of this Collective Agreement, the Employer shall provide the president of the Association ~~Local~~ with a copy of the proposed job description, rating and pay category. The Association will be given the opportunity to provide input within ten (10) working days following the date of notification by the Employer.

ARTICLE 4 INTERPRETATION

- 4.01 In this Collective Agreement, unless the context otherwise requires.
- (a) Regular employee is a school based or central office employee hired to fill a regular full-time or regular part-time position established by the Employer
 - (b) Regular positron is a position established as such, the duties of which arc of a continuing nature of indefinite extent

- (c) Temporary employee **is** a school based or central office employee hired *to* fill a temporary full-time or temporary part-time position established by the Employer.
- (d) Temporary position is a position established as such in which the incumbent is required for continuous employment for a limited **period** of not less than four (4) consecutive months.
- (e) Probationary employee **is** a regular or temporary employee who is serving the probationary period **as** set out in Article 9 of this Collective Agreement and whose employment may be terminated by the Employer without access to the grievance procedure.
- (f) Casual employee is one other than a regular full-time or regular part-time, temporary or probationary employee.
- (g) Anniversary date shall be the date the employee commences employment.
- (h) The feminine gender shall mean and include the masculine and similarly, the singular shall mean the plural and vice-versa **as** applicable.

ARTICLE 5 APPLICATION

- 5.01 The provisions of **this** Collective Agreement apply to regular or temporary employees employed to work full-time hours of work and, on a pro-rated basis, to regular or temporary employees employed to work less than full-time hours of work, except that during the probationary period the following shall not apply:
- (a) Article 10, Seniority
 - (b) Article 11, Layoff and Recall
 - (c) Article 12, Discipline and Dismissal
 - (d) Article 13, Grievance Procedure (in the case of termination of employment)
 - (e) Article 14, Job Opportunities
 - (f) Article 21, Leave of Absence, Clause 21.02
- 5.02 Temporary employees whose term of employment is less than 9 months shall receive all provisions of this Collective Agreement except:
- (a) Article 10, Seniority
 - (b) Article 11, Layoff and Recall
 - (c) Article 12, Discipline and Dismissal
 - (d) Article 13, Grievance Procedure (in the case of termination of employment)
 - (e) Article 14, Job Opportunities
 - (f) Article 21, Leaves of Absence, Clause 21 02
 - (g) Article 25, Local Authorities Pension Plan

- 5.03 The provisions of this Collective Agreement shall not be interpreted in such a manner as to permit the duplication or pyramiding of any benefits or premiums provided under the terms of this Collective Agreement.

ARTICLE 6 ASSOCIATION DUES AND DUTIES

- 6.01 The Employer shall deduct from the gross pay of each employee covered by this Collective Agreement, monthly **membership** dues as advised by the Association. Such deductions shall be forwarded to the treasurer of the Association not later than the fifteenth (15) day of the month following and shall be accompanied by a list of the names and work locations of the employees from whom deductions have been made and the amount of each deduction.
- 6.02 The Employer shall not withhold approval for leave of absence without **pay** for employees elected or appointed to represent the Association on Association business provided that ~~the~~ Employer **is** given at least **three (3) work** days advance notice in writing and the Employer decides the position requirement *can* be fulfilled.
- 6.03 (a) Grievance and negotiation meetings shall be scheduled outside of the normal hours of **work** of employees involved, unless otherwise mutually agreed to by the Employer and the Association.
- (b) Where ~~the~~ Employer requires an employee to attend at a grievance or negotiation meeting during the normal hours of **work** of the employee, time off with pay will be granted by the Employer.
- 6.04 The Association, with the Employer's prior approval, shall have the right to post notices for Association business on Employer bulletin boards.
- 6.05 The Association shall have the right to use the Employer's courier service for Association business within the established itinerary of the courier.
- 6.06 The Association agrees to indemnify and save the Employer harmless from any liability or action out of the operation of this Article.

ARTICLE 7 HOURS OF WORK

- 7.01 Full-time school based employees will work thirty-five (35) hours per week.
- 7.02 Full-time central office employees will work thirty-seven and one-half (37.5) hours per week.
- 7.03 Employees working the normal hours of work of full-time employees shall receive two (2) fifteen (15) minute breaks and a one (1) hour uninterrupted, unpaid lunch break, except where unforeseen operational needs require otherwise. Where the Employer and employee mutually agree, the unpaid lunch break may be thirty (30) minutes.

- 7.04 Employees working less than the normal hours of work of full time employees shall receive one (1) fifteen (15) minute break, providing *the* shift is a minimum of three (3) hours, and a minimum thirty (30) minute uninterrupted, unpaid lunch break, except where unforeseen operational needs require otherwise.
- 7.05 Notwithstanding Articles 7.01, 7.02, 7.03 and 7.04 alternate hours of work may be agreed to between the Employer and employees for short periods of time in order to take advantage of the summer season.
- 7.06 Spring break and Christmas break will normally be non-working days for school-based employees.
- 7.07 The Employer will establish the work days for each school term and provide the Association with **the opportunity** to comment prior to implementation. Employees affected by the established work **days** will be informed prior to the commencement of the school term.
- 7.08 **An** employee, including an employee who does not normally work on the scheduled professional development day, who is required by the Employer to attend an Employer designated professional development day will be paid for their regular hours for attendance on that day.
- 7.09 This article **shall** not be construed **as** a guarantee of hours of work per day or week or a guarantee of days **of** work per week or per year.

ARTICLE8 OVERTIME

- 8.01 Overtime is all time authorized by **the** Employer and worked by an employee in *excess* of seven (7) hours per day for school based employees. All full-time and part-time employees will have *two* consecutive designated days of rest assuming unforeseen operational needs **permit**. An employee assigned to work on **a** designated day of rest will be paid overtime rates.
- 8.02 Overtime is all time authorized by the Employer and worked by **an** employee in excess of seven and one half (7.5) hours per day for central office employees. All full-time and part-time employees will have two consecutive designated days of rest assuming unforeseen operational needs permit. **An** employee assigned to work on a designated day of rest will be paid overtime rates.
- 8.03 Overtime worked will be paid at a rate of one and one half (1.5) times the normal hourly rate of pay.

ARTICLE 9 PROBATIONARY PERIOD

- 9.01 The probationary period for all new employees shall be one hundred and twenty (120) calendar days from the date employment commenced.
- 9.02 A probationary employee may be terminated at any time during the employee's probationary period, without notice, for just cause or for unsuitability and without recourse to the grievance procedure.
- 9.03 The Employer shall provide a performance appraisal of each probationary employee at least once during the employee's probationary period.

ARTICLE 10 SENIORITY

- 10.01 Seniority is defined as the length of service under the scope of this Agreement, measured in years, prorated to a full time equivalent, and determined in accordance with the rules set out in clauses 10.03 to 10.07 below.
- 10.02 Upon successful completion of the probationary period, seniority shall be effective from the date of commencement of the probationary period.
- 10.03 For the purposes of this Article:
- (a) A Central ~~Office~~ F.T.E. is a twelve (12) month employee who occupies a position established by the Employer and such position requires services on a twelve (12) month annual basis, or may be a nine (9) month or ten (10) month employee whose work year coincides with the applicable school year.
 - (b) A School Based F.T.E. is a nine (9) month or ten (10) month employee whose work year coincides with the applicable school year.
- 10.04 Where an employee, prior to becoming an employee of the Employer, was employed by an organization or agency the operations of which were subsequently assumed by the Employer, such employee's seniority shall date from her last date of hire with the original agency subject to satisfactory proof of previous employment and clause 10.01.
- 10.05 Seniority shall only accrue during
- (a) periods the employee is at work,
 - (b) periods of authorized leaves of absence for up to one (1) month in any year,
 - (c) periods of absence because of illness, disability or injury for up to three (3) months in any year,
 - (d) scheduled days off,
 - (e) vacation and named holidays, and
 - (f) maternity leave up to three (3) months

10.06 Seniority shall be maintained, but shall not accrue during.

- (a) periods of authorized leaves of absence in excess of one (1) month;
- (b) periods of absence because of illness, disability or injury in excess of three (3) months;
- (c) lay-offs; and
- (d) the time following the first three (3) months of maternity leave.

10.07 Seniority shall be lost and an employee shall be deemed terminated for any one of the following reasons:

- (a) an employee **is** on any period of absence, including illness, disability or injury in excess of twelve (12) months. Upon application, an additional extension of up to a maximum of twelve (12) months may be granted by the Employer.
- (b) upon return to work or within three (3) days of the expiration of the leave, an employee fails **to** provide reasons satisfactory to the Employer **for** failing to return to work on termination of any authorized leave of absence, vacation or suspension or utilizes **a** leave of absence for purposes other than those for which the leave of absence was granted.
- (c) an employee is laid off in excess of twelve (12) months.
- (d) an employee **is** recalled to work after **a** layoff and fails to advise the Employer within five (5) working days of notice sent by registered **mail** to the employee's last address on record with the Employer that the employee intends to return to work; or the employee **fails** within the said five (5) working day period of time to provide the Employer with an acceptable reason for not returning to work; or the employee fails to return to work within the said five (5) working day period of being so notified to do so by the Employer.
- (e) an employee resigns or retires.
- (f) an employee is dismissed and is not reinstated through the grievance procedure.

10.08 The Employer will provide a seniority list to the Association no later than April 30 of each year.

10.09 Where a period of employment as a temporary employee is contiguous with employment as a regular employee, that period of temporary employment shall be included, after successful completion of the probationary period, in the calculation of seniority for that employee.

ARTICLE 11 LAYOFF AND RECALL

- 11.01 In the event of layoff, where all other factors are considered by the Employer to be relatively equal, seniority by classification shall govern. Subject to the aforementioned, the principle shall be the employee with the least seniority shall be the first laid off.
- 11.02 In the event of recall of laid-off employees where all other factors are considered relatively equal by the Employer, seniority by classification shall govern. Subject to the aforementioned, the principle shall be the employee with the greatest seniority shall be the first recalled.
- 11.03 New employees shall not be hired within a classification while there are employees on layoff from that classification who are, in the opinion of the Employer, willing, qualified and able to perform the work.
- 11.04 **An** employee who has been laid off and has not been recalled within twelve (12) months shall be deemed to have terminated her employment and forfeited **all rights** to recall.
- 11.05 For the purposes of Article 11 the classifications of Teacher Assistant I and Teacher Assistant II will be treated as one classification.

ARTICLE 12 DISCIPLINE AND DISMISSAL

- 12.01 Except for the **dismissal** of a probationary employee, no employee shall be disciplined or dismissed **except** for just cause.
- 12.02 Any disciplinary action which is intended to form **part** of any employee's personnel file shall be communicated in writing to the employee.
- 12.03 When an employee is to be suspended, demoted or dismissed, the employee shall be notified at least three (3) hours in advance of the time, place and purpose of the interview. At the employee's option, the employee may be accompanied, at the Association's expense, by an available Association representative of the employee's choice. The reasons given for the suspension, demotion or dismissal shall be confirmed in writing to the employee within ten (10) days of the date of the interview and a copy of the letter will be forwarded to the Association, where the employee requests, in writing, for the Employer to do so.

ARTICLE 13 GRIEVANCE PROCEDURE

- 13.01 Any alleged grievance arising from the contravention, interpretation, meaning, operation or application of this Collective Agreement shall be subject to grievance procedure and an earnest effort shall be made to settle the difference.
- 13.02 Either the employee, Association or the Employer may institute a grievance under the terms of this Collective Agreement.

- 13.03 Within ten (10) days of the act giving rise to the alleged grievance the employee shall first seek to settle the dispute with the employee's immediate supervisor. The supervisor shall render a decision within ten (10) days of the employee first seeking settlement of the alleged grievance with the immediate supervisor.
- 13.04 (a) The Employer may institute a grievance within twenty (20) days of the act giving rise to the grievance coming to the attention of the Superintendent of Schools and shall forward particulars in writing to the Association. The Association shall render a decision in writing within twenty (20) days.
- (b) The Association may institute a grievance within twenty (20) days of the act giving rise to the grievance coming to the attention of the Association and shall forward particulars in writing to the Superintendent of Schools. The Superintendent of Schools shall render a decision in writing within twenty (20) days.
- 13.05 Failing satisfactory settlement in clause 13.03, the griever **concerned** may, within ten (10) days after having received the decision in clause 13.03, submit to the Superintendent of Schools or designate a written statement of the particulars of the complaint, the clause or clauses contravened and the redress sought. The Superintendent of Schools shall render a decision in writing within ten (10) days of receipt of such notice.
- 13.06 Failing settlement being reached in clause 13.04 (b) or 13.05, the griever concerned shall within ten (10) days of receipt of the decision in clause 13.04 (b) or 13.05 notify the School Board in writing that the griever rejects such decision and within ten (10) days the School Board's Grievance **Committee** shall review the grievance and render a written decision.
- 13.07 If the grievance is unresolved after clause 13.04 (a) or 13.06, either of the parties may notify the other in writing within ten (10) days of the decision of its desire to submit the difference to arbitration, and the notification will contain a statement indicating the difference **and** the party's nominee to an Arbitration Board.
- 13.08 Within seven (7) days after a receipt of notification provided for in clause 13.07 the party receiving such notice shall inform the other party of the name of its appointee to an Arbitration Board.
- 13.09 Where appointees to an Arbitration Board have been named by the parties, the parties shall, within seven (7) days endeavour to **select** a mutually acceptable Chairperson for the Arbitration Board. If the party's nominees are unable to agree upon the choice of a Chairperson they shall immediately request the Director of Mediation to appoint a Chairperson

- 13.10 After a Chairperson has been selected or appointed, the Arbitration Board shall meet with the parties within twenty-one (21) days and shall render its decision in writing to the parties as soon as possible after the completion of the hearing.
- 13.11 A decision of a majority of the Arbitration Board or if there is no majority the decision of ~~the~~ Chairperson shall be the decision of the Arbitration Board.
- 13.12 Any Arbitration Board decision shall be governed by ~~the~~ terms of *this* Collective Agreement and shall not alter, amend or change any terms of this Collective Agreement.
- 13.13 Each **party** to a grievance shall **bear** the expenses of its respective nominee and the two **parties** shall bear equally the expenses of the chairperson.
- 13.14 Except for an arbitration hearing, the hearing of grievances at any stage of the grievance procedure shall be held outside of the normal working day **of** the employee. Should a grievance **be** advanced to arbitration, the Employer shall *not* **bear** any costs for the attendance of the grievor or any representatives or **witnesses** for the grievor at any arbitration hearing.
- 13.15 **Time** limits referred to in this Article are exclusive of Saturdays, Sundays and **named** holidays and may be extended by mutual agreement in **writing** between the parties. Should the grievor or the **party** filing the grievance fail to meet any of ~~the~~ time **limits** outlined in this Article, the grievance will be **deemed** to be concluded.

ARTICLE 14 JOB OPPORTUNITIES

- 14.01 Where the Employer decides to fill a vacant regular position or **temporary** position under this collective agreement, the Employer shall notify the Association and advertise the position including posting the position at each work site for **five** (5) work days. The advertisement shall contain the following as information only:
- (i) Nature of position
 - (ii) Abilities and skills
 - (iii) Designation - Regular or Temporary
- 14.02 Vacancies shall be filled wherever possible from within ~~the~~ bargaining unit.
- 14.03 When promotions and transfers are being considered, and where the Employer has determined that all other factors are relatively equal, then seniority shall be ~~the~~ deciding factor.
- 14.04 When a vacancy has been filled, a notice showing who has **been** selected shall be posted in each work place within ten (10) working days.

- 14.05 An employee who is promoted or transferred to an equivalent or higher paid position shall be on a trial **period** of three (3) months provided, however, that 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 to a comparable position as **soon as** possible.
- 14.06 **An** employee's pay step and anniversary date for annual increment purposes shall not be changed **as** a result of transfer to a position in the same pay category.
- 14.07 When an employee is demoted to, requests **a** transfer to, or successfully applies for a position in a lower pay category they shall be placed in that lower category at the step the employee is **on** just prior to assuming the position and there will be no change to the employee's anniversary date for annual increment purposes.
- 14.08 *An* employee who is promoted or reclassified to a higher pay category shall be placed in the new pay category at the step **at least equal** to an amount represented by one step in her former pay category, with no change to the employee's anniversary date for annual increment purposes.

ARTICLE 15 ACTING INCUMBENCY

- 15.01 When, **as** the result of the absence of an incumbent, an employee is appointed for five (5) consecutive work days or longer to **temporarily** accept the responsibility and to **carry** out the duties of a position that has a higher **pay category** normally held, the rate of pay shall be equivalent to that which the employee would be entitled if promoted to that position. That rate shall be paid for each day of the temporary appointment.
- 15.02 An acting incumbent may also be required to perform some of the duties of her regular position.
- 15.03 Acting incumbency provisions shall not apply where an employee is designated reasonable additional duties to be **carried** out for an employee on annual vacation.
- 15.04 All temporary assignments of this nature must be **authorized** in writing by the Employer.

ARTICLE 16 PAYMENT OF WAGES

- 16.01 The hourly wage rates for classifications under this Collective Agreement are **contained** in **Appendix A**.
- 16.02 An employee who has **not** reached the maximum step for the pay category **for** the classification designated by the Employer, will be eligible to receive an increment upon completion of each full year of service and the recommendation of her supervisor

- 16.03 Employees shall be paid once each working month, on the last day of the month except where the last day **of** the month falls on a non-working day, in which case pay day shall be the last applicable working day. For the month of September, 1996 only, the Board will provide a mid month advance after which, the mid month advance provision will terminate from the Collective Agreement.

ARTICLE17 GENERAL

- 17.01 An employee shall have **the** right to review her personnel file upon request. **An** employee shall be given a copy of any or all the contents of her personnel file upon request.
- 17.02 **An** employee shall have **the** right to provide the Employer **with** material relevant to her employment or education which shall be added to her personnel file.
- 17.03 The Employer shall provide to each employee a copy of her current job description.
- 17.04 All employees shall be classified in accordance with the classifications outlined in Appendix B of **this** Collective Agreement. This clause shall not restrict the Employer's right to create new classifications in Appendix B during the **life** of this Collective Agreement as per clause 3.04.
- 17.05 When an employee **takes** an Employer approved course, seminar or workshop that is relevant to her work, **she shall** be reimbursed for tuition and **required** text **books** upon satisfactory completion and upon submission of receipts. Where an employee **is** required by the Employer to **take a** course, seminar or workshop, the employee shall be paid (including overtime as applicable) for travel to and attendance at such course, seminar or workshop. The Employer shall **pay** for all textbooks **and** related materials.
- 17.06 There shall be no discrimination exercised by either party to this Collective Agreement in respect of any employee by reason of age, race, color, creed, national origins, religious affiliation, sex, marital **status**, nor by reason of membership or non-membership or activity in **the** Association, nor because of exercising any right provided by law or this Collective Agreement.
- 17.07 Where the Employer requests and **the** employee agrees to use **the** employee's vehicle on Employer business, such use shall be reimbursed at the prevailing School **Board** rate. Travel to and from work shall not be **paid**.
- 17.08 **An** employee who is resigning from her employment with the Board shall provide two (2) **weeks** written notice of the employee's intention to resign.
- 17.09 **An** employee shall be given two (2) weeks written notice of termination of **the** position the employee holds or of the cut **in** hours of that position.

ARTICLE 18 NAMED HOLIDAYS

18.01 The Employer recognizes the following **as** paid named holidays:

- (a) Labour Day
- (b) Thanksgiving Day
- (c)** Remembrance Day (except where that day falls on a Saturday or Sunday)
- (d) Christmas Day
- (e) Boxing Day
- (f) New ~~Year's~~ Day
- (g) Family Day
- (h) Good Friday
- (i) ~~Easter~~ Monday
- (j) Victoria Day
- (k) Canada Day
- (l)** Alberta Heritage Day

18.02 To be eligible for payment for any of the above mentioned holidays **an** employee must have worked the last work day immediately prior to and the next work day immediately following the **named** holiday or be on an authorized paid leave.

18.03 An employee who works on a named holiday shall be paid for **all** hours worked on that day at one **and** one-half (1-1/2) times ~~the~~ employee's basic rate of pay plus, subject to 18.02, the employee's regular entitlement for that day.

ARTICLE 19 EARNED VACATION

19.01 School based employees shall receive, in lieu of an annual vacation, a payment based on straight time **earnings** according *to* the following schedule:

- (a) Less than one (1) complete school year of service - four percent (~~4%~~).
- (b)** After completing one (1) school year of service - **six** percent (6%)
- (c)** After completing eight (8) consecutive school years of service - **eight percent** (8%).
- (d)** After completing seventeen (17) consecutive school years of **service** - **ten percent** (10%).

- 19.02 Central office employees shall earn vacation credits according to the following schedule:
- (a) Less than one (1) complete year of service - two (2) weeks.
 - (b) After completing one (1) year of service - three (3) weeks.
 - (c) After completing eight (8) consecutive years of service - four (4) weeks.
 - (d) After completing seventeen (17) consecutive years of service - five (5) weeks.
- 19.03 Any change to an employee's vacation entitlement under clauses 19.01 or 19.02 will be implemented the first of the month following the completion of the required years of service.
- 19.04 In the event of termination or layoff, any vacation entitlements accrued to the employee shall be **paid** out in cash.
- 19.05 Vacations for Central Office employees shall be scheduled by the Employer taking into account employees' **requests**. Where more than one employee **requests** one available vacation period, **seniority** shall be the determining factor when, in the opinion of the Employer, all other factors are equal.
- 19.06 Central **Office** employees may request to *carry* forward *earned* vacation **entitlements** from one year to the next, provided **the** *carried* over vacation does not exceed her annual entitlement.

ARTICLE 20 SICK LEAVE

- 20.01 The Employer shall grant to each full-time employee and to each part-time employee on a prorated basis based on their current full-time equivalency (F.T.E.) one and one half (1-1/2) work days of sick leave credits per full month worked. Sick leave credits may be accumulated to a maximum of ninety (90) work days. Should **an** employee upon the coming into effect of this Collective Agreement have accumulated sick leave credits in excess of ninety (90) work days, that employee will **retain** their accumulated sick leave credits, but will not *earn* or accumulate any further sick leave credits until the employee's accumulated sick leave is reduced below ninety (90) work days.
- 20.02 An employee granted sick leave shall be paid for the period of such leave at her basic rate of pay **and** the number of days thus **paid** shall be deducted from her accumulated sick leave credits **up** to the total amount of the employee's accumulated credits **at** the time sick leave commenced. Where an employee qualifies for long term disability benefits, she shall not be entitled *to* any further salary and health **plan** benefits. Her remaining accumulated total of credits **shall** be maintained until she returns from disability.

- 20.03 The Employer may require an employee to provide proof of illness. Any requests must be made on or before the date of return to work.
- 20.04 **An** employee shall be entitled to use sick leave credits for the purpose of travelling to and attending at medical and dental appointments or treatments.
- 20.05 A statement of accumulated sick leave credits shall be provided **to** each employee on or before September 1 of each year.

ARTICLE 21 LEAVES OF ABSENCE

- 21.01 Leaves of absence with pay **shall** be granted to an employee according to the following schedule:
- (a) In the event of a death of a member of **the** employee's immediate family **up to three (3) days** will be granted to attend **to** their social and family responsibilities. If considerable travel is involved, **up to two (2) days** travel time may be granted.
 - (b) In the event of critical illness in **the** employee's immediate family, up to three (3) days will be granted. **A** medical certificate may be required indicating the **employee's presence is necessary**.
 - (c) For the purposes of clauses 21.01 (a) and 21.01 (b), immediate family of the employee shall **mean** 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 permanently lives in the employee's household.
 - (d) For the purpose of an employee attending her own wedding, convocation or graduation from a post-secondary institution, one (1) day providing the event occurs on a working day.
 - (e) An employee required to appear in **court** as a subpoenaed witness or summoned juror shall be granted leave provided that the employee shall pay to the Employer any *salary* reimbursement received from that appearance, up to a maximum of the employee's *salary*.
 - (f) For personal reasons, up to two (2) days per year, less one half (1/2) the cost of the replacement. Personal days may be accumulated to a maximum of five (5) days. The parties will review the usage during the next round of negotiations to determine if the Board has incurred additional costs as a result of changing from cost of the replacement to the one half (1/2) cost of the replacement.
- 21.02 **An** employee who *makes* an effort to reach her place of employment but cannot because of severe weather conditions may be entitled to salary subject *to* a recommendation of the principal and the approval of the Superintendent of Schools.

- 21.03 The Employer may grant leave of absence with pay and with benefits, without pay and with benefits, with pay and without benefits or without pay **and** without benefits upon written request with particulars from an employee.

ARTICLE 22 MATERNITY LEAVE

- 22.01 Employees who have completed twelve (12) months of **service**, including July and August for school year employees, shall be entitled to maternity leave for a **period** of up to eighteen (18) weeks.
- 22.02 The health related portion of each employee's maternity leave shall be **as** determined by medical documentation **as** required by the Employer.
- 22.03 The Employer has implemented a Supplemental Unemployment Benefits (SUB) Plan that will pay 95% of *salary* during the health related portion **of** maternity leave. *All* employees shall be required to **access** the SUB Plan **during** the health related portion of their maternity leave. The SUB benefit shall replace sick leave and the employee **shall** have no access to sick leave benefits while on maternity leave. The Employer shall **pay its portion of** each employee's benefit plan premiums during her **maternity** leave. The remainder of the maternity leave not covered by the **health** related portion shall be without **pay**. **SUB** shall be payable for a maximum of seventeen (17) weeks or for the **period** covered by accumulated sick leave, whichever is less. Notwithstanding **the** above, in the event that the **claim falls** during a **period** in which an employee would not normally have worked the employee shall not be **entitled** to payment of any additional SUB payments and benefits during this period. The Employer shall advise each employee to apply for L.T.D. benefit at least thirty (30) days in advance of her expected eligibility for such benefit. After ninety (90) consecutive calendar days of sickness the employee shall apply for L.T.D. benefits and no further *salary* or SUB shall be payable by the Employer.
- 22.04 In addition to **the** maternity leave, each employee shall be eligible for further personal leave without pay and **the** Employer's portion of benefit premiums for **up** to thirty-four (**34**) weeks provided such is continuous and complete within twelve (12) months of the date the employee first went on maternity leave. During this thirty-four (**34**) week **period**, each employee shall be eligible to maintain her benefit plan coverage provided she pays 100% of the premium. The terms of this personal leave shall be **arranged** between each employee and the Employer.
- 22.05 (a) Each employee shall endeavor to notify the Employer of her leave requirements three (3) months in advance, however, she shall give **the** Employer at least two (2) weeks notice of the day on which she intends to commence maternity leave. Such notice shall be in writing accompanied by a medical *certificate* certifying that the employee is pregnant **and** giving the estimated date of birth of **the** child.

- (b) Notwithstanding clause 22.05 (a), where an employee is unable to provide the said two (2) weeks notice as a result of premature labour or medical complications, she shall, within two weeks of the date she ceased work, provide 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 give the estimated date of delivery or the actual date of delivery.
 - (c) Notwithstanding clauses 22.05 (a) and (b), if during the ten (10) week period immediately preceding the estimated date of delivery medical evidence indicates 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.
- 22.06 Prior to the maternity leave commencing, each employee shall endeavor to provide the Employer with the date she plans on returning to work, however, she shall give the Employer at least two (2) weeks notice of the day on which she intends to return to work. Such notice shall be in writing.
- 22.07 Upon expiration of the maternity leave the employee shall be reinstated to the same position within the School Division as held at the commencement of the leave. An employee returning from personal leave, as per clause 22.04, shall be reinstated to a position of similar responsibilities held at the commencement of the leave. This does not imply that an employee on leave has any advantage or disadvantage in the event that staff reductions become necessary in a particular classification.
- 22.08 Provisions of this article shall not exceed those normally granted to an employee on sick leave.

ARTICLE 23 ADOPTION LEAVE

- 23.01 Employees shall be eligible for adoption leave without pay and without the Employer's portion of the contribution toward benefit plan premiums under the following conditions.
- 23.02 The Employer shall grant adoption leave to an employee who is the adoptive parent of a child and who:
- (a) has been in the employment of the Employer for a continuous period of at least twelve (12) months, including July and August for school year employees, and
 - (b) the employee shall inform the Secretary Treasurer of the Employer of application for adoption and notify the Secretary Treasurer of the Employer as soon as notice of adoption becomes available.

- 23.03 Adoption leave consists of a period of not more than eight (8) weeks of leave commencing on the date on which the adoptive parent first obtains custody of the child being adopted. The adoptive leave shall terminate on a date determined by the employee and the Secretary Treasurer of the Employer provided however that such date is fixed prior to the commencement of the leave.
- 23.04 Only one (1) adoptive parent of a child shall be granted adoption leave under this clause.

ARTICLE 24 HEALTH PLAN BENEFITS

- 24.01 The Employer agrees to share the monthly premium costs of eligible employees for the following benefits when available to the Employer through the Alberta School Employees Benefit Plan:
- (a) Life and Accidental Death and Dismemberment (Schedule 2) - 85% of premium
 - (b) Extended (Long Term) Disability Benefits (Plan D) - 85% of premium
 - (c) Extended Health Care (Plan 1) - 85% of premium
 - (d) Dental Care (Plan 3) - 85% of premium
- 24.02 The Employer agrees to share the monthly premium costs of eligible employees enrolled under the Employer's group Alberta Health Care plan on the basis of 85% of premium.
- 24.03 Payments made towards benefit plans by the Employer shall permit the Employer to retain and not pass on to the employees any rebates of premiums otherwise required under Canada Employment and Immigration Commission regulations.
- 24.04 The Employer shall make available to all eligible employees brochures outlining the above plans.
- 24.05 School based employees who work five consecutive days in either July and/or August shall be eligible for the cost sharing outlined in Article 24.01.
- 24.06 The premium contributions provided for under clauses 24.01 and 24.02 shall be prorated for part-time employees based on their full-time equivalency (F.T.E.).
- 24.07 Notwithstanding clauses 24.01 and 24.02, those employees of the former **Rocky Mountain School Division** who are in receipt of premium contributions of 75% over a twelve month basis, will continue to receive that contribution level until August 31, 1996. Effective September 1, 1996, the provisions of clauses 24.01 and 24.02 shall take effect. The pro ration provisions of clause 24.06 also applies to these employees.

ARTICLE 25 LOCAL AUTHORITIES PENSION PLAN

25.01 Eligible employees will participate in the Local Authorities Pension Plan according to its regulations and as administered by the Employer.

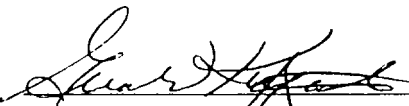
ARTICLE 26 EMPLOYER/EMPLOYEE LIAISON COMMITTEE

26.01 The Employer and the Association agree to establish a joint Employer/employee liaison committee comprised of two (2) employees covered by this Collective Agreement and two (2) management representatives. The purpose of the committee will be to discuss issues of mutual concern. The committee will meet outside of the normal work hours of the two (2) employee representatives.

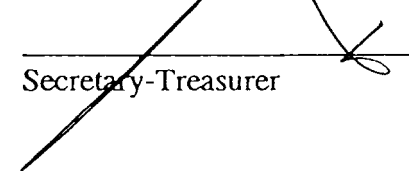
In witness whereof the parties have executed this Collective Agreement this 26 day of August, 1996.

**ON BEHALF OF THE
WILD ROSE
SCHOOL DIVISION No. 66**

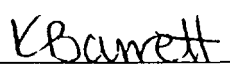
**ON BEHALF OF THE
CENTRAL ALBERTA ASSOCIATION OF
MUNICIPAL AND SCHOOL EMPLOYEES**



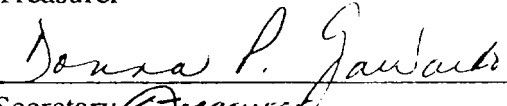
Chairman




Secretary-Treasurer



President

Treasurer


Secretary-Treasurer


Negotiating Committee Chairperson

**APPENDIX A
HOURLY WAGE RATES**

PAY CATEGORY	STEPS						
	1	2	3	4	5	6	7
1	9.22	9.60	9.95	10.34	10.72	11.11	11.51
2	9.73	10.17	10.59	11.04	11.49	11.92	12.35
3	11.15	11.66	12.16	12.67	13.18	13.69	14.16
4	12.87	13.45	14.04	14.63	15.21	15.81	16.40

HOURLY WAGE RATES

EFFECTIVE SEPTEMBER 1, 1996 OR FIRST OF THE MONTH FOLLOWING RATIFICATION OF THE COLLECTIVE AGREEMENT BY BOTH PARTIES, WHICHEVER IS THE LATER

PAY CATEGORY	STEPS						
	1	2	3	4	5	6	7
1	9.31	9.70	10.05	10.44	10.83	11.22	11.63
2	9.83	10.27	10.70	11.15	11.60	12.04	12.47
3	11.26	11.78	12.28	12.80	13.31	13.83	14.30
4	13.00	13.58	14.18	14.78	15.36	15.97	16.56

APPENDIX B
CLASSIFICATIONS

PAY CATEGORY 1	Teacher Assistant I Secretary/Clerk I Library Assistant I
PAY CATEGORY 2	Teacher Assistant II Secretary/Clerk II Library Assistant II Vocational Assistant II
PAY CATEGORY 3	Secretary/Clerk III Library Assistant III Vocational Assistant III
PAY CATEGORY 4	Secretary/Clerk IV

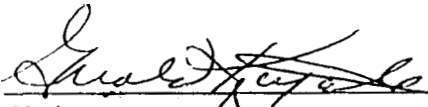
**LETTER OF UNDERSTANDING
REGARDING EMPLOYER/EMPLOYEE LIAISON COMMITTEE**

The Employer and the Association agree that when either party raises issues to be discussed in the Employer/Employee Liaison Committee relating to pensions or pay days, the Employer/Employee Liaison Committee shall meet within 30 days of written notice from one party to the other or such longer time period that is mutually agreed to in writing by the chairs of the committee.

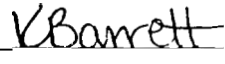
In witness whereof the parties have executed this Letter of Understanding this 26 day of August, 1996.

**ON BEHALF OF THE
WILD ROSE
SCHOOL DIVISION No. 66**

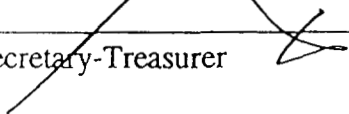
**ON BEHALF OF THE
CENTRAL ALBERTA ASSOCIATION OF
MUNICIPAL AND SCHOOL EMPLOYEES**



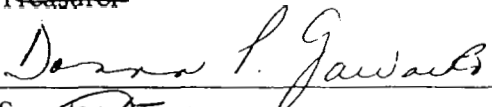
Chairman



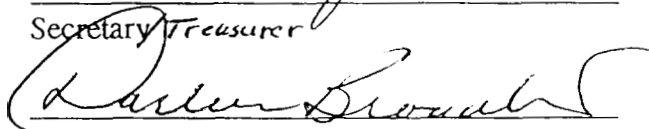
President



Secretary-Treasurer

~~Treasurer~~


Secretary/Treasurer



Negotiating Committee Chairperson

**LETTER OF UNDERSTANDING
REGARDING THERAPISTS**


In the event that the Employer hires any therapists the terms and conditions of employment will be in accordance with the provisions of this Collective Agreement plus the following provisions of the 1994/95 Collective Agreement:

- 18.01
- 18.04
- 21.06
- 22.01
- 26
- Appendix B

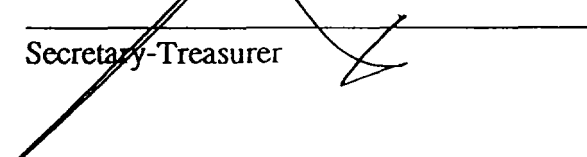
In witness whereof the parties have executed this Letter of Understanding this 26 day of August, 1996.

**ON BEHALF OF THE
WILD ROSE
SCHOOL DIVISION No. 66**

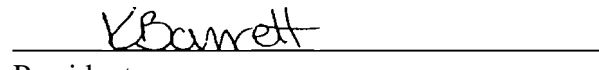
**ON BEHALF OF THE
CENTRAL ALBERTA ASSOCIATION OF
MUNICIPAL AND SCHOOL EMPLOYEES**



 Chairman




 Secretary-Treasurer

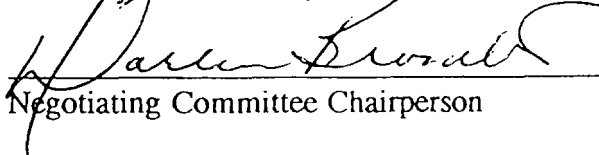


 President

 Treasurer



 Secretary-Treasurer



 Negotiating Committee Chairperson