

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE WILD ROSE SCHOOL DIVISION  
NO. 66**

**And**

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

**SEPTEMBER 1, 2009 TO AUGUST 31, 2012**

11364 (06)

# INDEX

<u>ARTICLE</u>	<u>PAGE#</u>
<b>1.</b> Term of Collective Agreement .....	<b>2</b>
<b>2.</b> Management Rights .....	<b>2</b>
<b>3.</b> Scope .....	<b>2</b>
<b>4.</b> Interpretation .....	<b>3</b>
<b>5.</b> Application .....	<b>3</b>
<b>6.</b> Association Dues and Duties .....	<b>4</b>
<b>7.</b> Hours of Work .....	<b>5</b>
<b>8.</b> Overtime .....	<b>5</b>
<b>9.</b> Probationary Period .....	<b>6</b>
<b>10.</b> Seniority .....	<b>6</b>
<b>11.</b> Layoff and Recall .....	<b>7</b>
<b>12.</b> Discipline and Dismissal .....	<b>8</b>
<b>13.</b> Grievance Procedure .....	<b>8</b>
<b>14.</b> Job Opportunities .....	<b>9</b>
<b>15.</b> Acting Incumbency .....	<b>10</b>
<b>16.</b> Payment of Wages .....	<b>10</b>
<b>17.</b> General .....	<b>11</b>
<b>18.</b> Named Holidays .....	<b>11</b>
<b>19.</b> Earned Vacation .....	<b>12</b>
<b>20.</b> Sick Leave .....	<b>13</b>
<b>21.</b> Leaves of Absence .....	<b>13</b>
<b>22.</b> Maternity/Parental Leave .....	<b>14</b>
<b>23.</b> Adoption Leave .....	<b>15</b>
<b>24.</b> Health Plan Benefits .....	<b>16</b>
<b>25.</b> Local Authorities Pension Plan .....	<b>16</b>
<b>26.</b> Employer/Employee Liaison Committee .....	<b>17</b>
Signature Page .....	<b>17</b>
APPENDIX A .....	<b>18</b>
APPENDIX B .....	<b>20</b>

# 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 September 1, 2009 to August 31, 2012.
- 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. At the first meeting between the parties, both shall exchange their 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.

## **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 Article 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  
Human Resources Supervisors  
First Nations, Metis and Inuit (FNMI) Coordinator  
Occupational Health and Safety Officer

3.03 Notwithstanding Article 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 position is a position established as such, the duties of which are 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. A regular employee who agrees to fill a temporary position shall retain their status as a regular employee.
- (d) Temporary position is a position established as such in which the incumbent is required for continuous employment for a limited period of not more than six (6) 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
- (9) Article 21, Leave of Absence,

- 5.02 Temporary employees whose term of employment is less than 6 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 20, Sick Leave
  - (g) Article 21, Leaves of Absence,
  - (h) Article 24, Health Plan Benefits
  - (i) 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. The Employer shall, prior to September 30<sup>th</sup> of each year, provide the Association with a list of members covered under this agreement which would include the name, address and telephone number as provided by the member. It is not the responsibility of the Employer to insure the accuracy of the information.
- 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.
- 7.10 Notwithstanding Article 8, hours worked in excess of 7 in a day in order to accommodate school calendars, early dismissal, and professional learning community schedules, will be considered to be at straight time and part of the employee's regular weekly hours.

**ARTICLE 8**

**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.
- 8.04 Notwithstanding Article 8.03, employees assigned to non-school sites may request that overtime hours be taken as time off in lieu on an hour for hour basis. A request to take time off in lieu shall be made prior to the commencement of the working of any overtime. Unless an employee agrees, no employee shall be required to take time off in lieu of overtime.

**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. Should the probationary period extend into a period when work is suspended for a period in excess of ten (10) calendar days, the probationary period shall be extended by a period equal to the period of the suspension of work. A suspension of work shall include, but not be limited to, summer, Christmas and Easter/spring breaks, and periods of layoff or medical leave.
- 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 Articles 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 Article 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

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 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 for illness, disability or injury for a period of twenty four (24) consecutive months.
- (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<sup>th</sup> 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 School Assistant and Teaching Assistant 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, disciplined, 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, discipline, 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 Article 13.03, the grievor concerned may, within ten (10) days after having received the decision in Article 13.03, submit to the Superintendent of Schools or designate a written statement of the particulars of the complaint, the Article or Articles 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 Articles 13.04 (b) or 13.05, the grievor concerned shall within ten (10) days of receipt of the decision in Articles 13.04 (b) or 13.05 notify the

School Board in writing that the grievor 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 Articles 13.04(a) or 13.06, either of the parties to this Collective Agreement 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 Article 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 endeavor 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 The Employer shall, at the end of each month, provide the union with a list of positions that have been filled and the name, address and telephone number of the person filling the position
- 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 a 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 move up one step on the grid on September 1<sup>st</sup> of each year. **All** new employees hired after February 28<sup>th</sup> will not be eligible for their first increment until September 1<sup>st</sup> of the year following their year of hire.
- 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.

ARTICLE 17            GENERAL

- 17.01            An employee shall have the right to review her personnel file upon reasonable notice. 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 make available to all employees a copy of the Employers' classification manual.
- 17.04            All employees shall be classified in accordance with the classifications outlined in Appendix B of this Collective Agreement. This Article shall not restrict the Employer's right to create new classifications in Appendix B during the life of this Collective Agreement as per Article 3.04.
- 17.05            (a)            When an employee takes an Employer approved course, seminar or workshop that is relevant to his/her work, he/she shall be reimbursed for tuition and required text books upon satisfactory completion and upon submission of receipts.
- (b)            When 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 Employer 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 scheduled work day immediately prior to and the next scheduled 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 Article 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%).
- (e) After completing nineteen (19) consecutive school years of service – eleven percent (11%).
- (f) After completing twenty (20) consecutive school years of service – twelve percent (12%).

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.
- (e) After completing nineteen (19) consecutive years of service – five and one half (5.5) weeks
- (f) After completing twenty (20) consecutive years of service – six (6) weeks

19.03 Any change to an employee's vacation entitlement under Articles 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 credits commenced. Where an employee qualifies for extended 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<sup>st</sup> 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 five (5) days will be granted, inclusive of any travel requirements, to attend to their social and family responsibilities.
- (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 Articles 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) Up to one day to attend the funeral of aunts or uncles of the employee, or spouse, or nieces and nephews of the employee.

- (e) 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.
- (f) 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.
- (g) Subject to prior authorization by the Employer, for personal reasons and on a with pay basis, up to twenty one (21) hours per year for full time school based staff and twenty two and one half (22.5) hours for full time central office employees. This Article shall be applicable to part time employees on a basis pro-rated to the period of the employee's actual service in the year bears to a full year of service.

21.02 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 / PARENTAL LEAVE**

22.01 Employees are eligible for Maternity and or Parental leave as provided for under the Province of Alberta's Labour Standards legislation

22.02 The health related portion of each employee's maternity leave shall be as determined by medical documentation provided to the Employer by the employee.

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 Each employee shall be eligible for parental leave without pay and the Employer's portion of benefit premiums for up to thirty-seven (37) weeks provided such is continuous and complete within twelve (12) months of the date the employee first went on maternity, or in case of male employees, the birth of the child. During this thirty-seven (37) week period each employee shall be eligible to maintain benefit plan coverage provided that the employee pays 100% of the premium. The terms of this parental 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 Article 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 (2) 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 Articles 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 Article 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 as provided under the Province of Alberta's Labour Standards legislation and such leave shall be on a without pay and without the Employer's portion of the contribution toward benefit plan premiums basis .

23.02 Adoption leave consists of a period of not more than thirty-seven (37) weeks of leave commencing on the date on which the adoptive parent first obtains custody of the child being adopted. The adoption leave shall terminate on the date determined by the employee prior to the commencement of the leave and subject to the provisions of this Article.

23.03 Only one (1) adoptive parent of a child shall be granted adoption leave under this Article, at one time.



**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) – 92.5% of premium
- (b) Extended Disability Benefits (Plan D) – 92.5% of premium
- (c) Extended Health Care (Plan 1) – 92.5% of premium
- (d) Dental Care (Plan 3) – 92.5% of premium

The effective date for participation of eligible employees shall be the first of the month following the employees date of hire unless the effective date of hire is the 1<sup>st</sup> of a month.

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 92.5% 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 Articles 24.01 and 24.02 shall be prorated for part-time employees based on their full-time equivalency (F.T.E.).

24.07 The Employer will provide the opportunity for employees to "bank" a portion of earnings monthly for payment of benefit premiums for the months of July and/or August.

24.08 The Employer will establish a Health Spending Account (HSA) that adheres to Canada Revenue Agency (CRA) requirements. Effective September 1, 2011, the Employer will establish annual HSA credits of \$250 per eligible employee, contributed in equal monthly installments, prorated to an employee's FTE. For the purposes of this article an eligible employee shall be a regular employee with an annual FTE of 0.50 or greater.

**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**

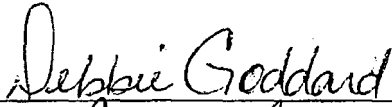
**EMPLOYER/EMPLOYEE LIASISON COMMITTEE**

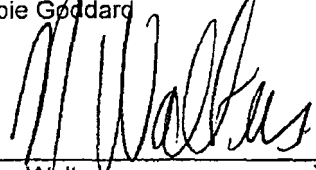
26.01 The Employer and the Association agree to establish a joint Employer/Employee liaison committee comprised of two (2) employees covered by this Collective Agreement and two (2) management representatives .The purpose of the committee will be to **discuss** issues of mutual concern. The committee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

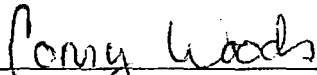
In witness whereof the parties have executed this Collective Agreement this 21<sup>ST</sup> day of

OCTOBER , 2009.

On behalf of the  
Central Alberta Association of Municipal  
Employees

  
Debbie Goddard

  
Nancy Walters

  
Corry Woods

On behalf of the  
Wild Rose School Division No.66 School

Keith arren, Board Chair

  
Gordon Majeran, Secretary Treasurer

## APPENDIX A

Effective September 1, 2009 the following wage schedule shall be *in effect*:

Classification:	Step	Step	Step	Step	Step	Step	Step
	1	2	3	4	5	6	7
School Assistant	14.64	15.18	15.69	16.24	16.75	17.27	17.80
Teaching Assistant	16.53	17.14	17.75	18.35	18.97	19.57	20.16
Library Technician	17.46	18.10	18.74	19.39	20.04	20.68	21.34
Vocational Assistant	17.76	18.55	19.34	20.15	20.96	21.75	22.54
Administrative Services I	16.20	16.76	17.33	17.90	18.47	19.03	19.59
Administrative Services II	17.29	18.03	18.75	19.47	20.19	20.96	21.62
Administrative Specialist	20.22	21.17	22.02	22.85	23.70	24.55	25.39
School Business Coordinator	19.96	20.71	21.49	22.26	23.04	23.79	24.56
Technology Facilitator	19.73	20.39	21.04	21.69	22.34	23.02	23.66
Instructional Tradesperson	29.00	29.00	29.00	29.00	29.00	29.00	29.00
School Wellness Worker	27.55	28.80	30.07	31.31	32.56	33.81	35.06
Payroll Specialist	20.22	21.17	22.02	22.85	23.70	24.55	25.39
SIS Coordinator	23.10	23.90	24.70	25.50	26.30	27.10	27.90

Effective September 1, 2010 the following wage schedule shall be in effect:

Classification:	Step	Step	Step	Step	Step	Step	Step
	1	2	3	4	5	6	7
School Assistant	15.14	15.68	16.19	16.74	17.25	17.77	18.30
Teaching Assistant	17.03	17.64	18.25	18.85	19.47	20.07	20.66
Library Technician	17.96	18.60	19.24	19.89	20.54	21.18	21.84
Vocational Assistant	18.26	19.05	19.84	20.65	21.46	22.25	23.04
Administrative Services I	16.70	17.26	17.83	18.40	18.97	19.53	20.09
Administrative Services II	17.79	18.53	19.25	19.97	20.69	21.46	22.12
Administrative Specialist	20.72	21.67	22.52	23.35	24.20	25.05	25.89
School Business Coordinator	20.46	21.21	21.99	22.76	23.54	24.29	25.06
Technology Facilitator	20.23	20.89	21.54	22.19	22.84	23.52	24.16
Instructional Tradesperson	29.50	29.50	29.50	29.50	29.50	29.50	29.50
School Wellness Worker	28.05	29.30	30.57	31.81	33.06	34.31	35.56
Payroll Specialist	20.72	21.67	22.52	23.35	24.20	25.05	25.89
SIS Coordinator	23.60	24.40	25.20	26.00	26.80	27.60	28.40

## APPENDIX A - continued

Effective September 1, 2011 the following wage schedule shall be in effect:

<b>Classification:</b>	<b>Step</b>	<b>Step</b>	<b>Step</b>	<b>Step</b>	<b>Step</b>	<b>Step</b>	<b>Step</b>
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>School Assistant</b>	15.45	15.99	16.51	17.07	17.60	18.13	18.67
<b>Teaching Assistant</b>	17.37	17.99	18.62	19.23	19.86	20.47	21.07
<b>Library Technician</b>	18.32	18.97	19.62	20.29	20.95	21.60	22.28
<b>Vocational Assistant</b>	18.63	19.43	20.24	21.06	21.89	22.70	23.50
<b>Administrative Services I</b>	17.03	17.61	18.19	18.77	19.35	19.92	20.49
<b>Administrative Services II</b>	18.15	18.90	19.64	20.37	21.10	21.89	22.56
<b>Administrative Specialist</b>	21.13	22.10	22.97	23.82	24.68	25.55	26.41
<b>School Business Coordinator</b>	20.87	21.63	22.43	23.22	24.01	24.78	25.56
<b>Technology Facilitator</b>	20.63	21.31	21.97	22.63	23.30	23.99	24.64
<b>Instructional Tradesperson</b>	30.09	30.09	30.09	30.09	30.09	30.09	30.09
<b>School Wellness Worker</b>	28.61	29.89	31.18	32.45	33.72	35.00	36.27
<b>Payroll Specialist</b>	21.13	22.10	22.97	23.82	24.68	25.55	26.41
<b>SIS Coordinator</b>	24.07	24.89	25.70	26.52	27.34	28.15	28.97

## **APPENDIX B**

### **CLASSIFICATIONS:**

School Assistant

Teaching Assistant

Library Technician

Vocational Assistant

Administrative Services I

Administrative Services II

Administrative Specialist

School Business Coordinator

Technology Facilitator

Instructional Tradesperson

School Wellness Worker

Payroll Specialist

SIS Coordinator

21