

| | | |
|-------------------|---------|-------|
| SOURCE | Schools | |
| EFF. | 95 | 09 01 |
| TERM | 97 | 08 31 |
| No. OF EMPLOYEES | 150 | |
| NOMBRE D'EMPLOYÉS | N. | |

COLLECTIVE AGREEMENT

between

Buffalo Trail Regional Division No. 28

and

**The Canadian Union of Public Employees
Local 1606**

*
Term of Agreement: September 1, 1995 - August 31, 1996

extended to AUG 31 1997

NOV 14 1996

Secretary Treasurer

11.752(01)

COLLECTIVE AGREEMENT

BETWEEN

THE BUFFALO TRAIL REGIONAL DIVISION NO, 28

(Hereinafter called "The Employer")

and

The Canadian Union of Public Employees Local 1606

(Hereinafter called "The Union")

PREAMBLE

WHEREAS it is now desirable that ~~matters~~ pertaining to the working conditions of employees ~~be~~ draw up in a Collective Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

E 1 - E

1.01 "Regular Employee" shall mean an employee who occupies a regular position established by the employer and who ~~has~~ completed the required probationary period set out in ~~this~~ Collective Agreement.

1.02 "Probationary Employee" shall mean a newly ~~hired~~ employee who occupies a ~~regular~~ position established by the Employer and who is serving the required probationary period set out in ~~this~~ Collective Agreement.

1.03 "Temporary Employee" ~~shall~~ mean an employee who occupies a temporary position established by the Employer. A temporary employee shall not ~~be~~ used to displace a regular employee.

1.04 "Casual Employee" means an employee other ~~than~~ a regular, probationary or temporary employee.

1.05 "Regular Position" shall mean a position established ~~as~~ such, the duties of which ~~are~~ of a continuing nature of indefinite extent.

1.06 "Temporary Position" shall mean a position established ~~as~~ such, the duties of which ~~are~~ for a specific purpose and for a specific period of ~~time~~.

1.07 Whenever the singular or masculine is used in ~~this~~ Collective Agreement, it shall be considered ~~as~~ if the plural or feminine ~~has~~ been used, where appropriate and applicable.

ARTICLE 2 - APPLICATION

2.01 The provisions of the Collective Agreement shall apply to regular employees, except that during the probationary ~~period~~ the following Articles shall not apply:

- a) Article 8, Grievance ~~Procedure~~ (in ~~case~~ of termination of employment)
- b) Article 9, Discipline or Termination of employment
- c) Article 11, Seniority
- d) Article 12, Vacant or Newly Created Positions
- e) Article 13, Layoff and Recall

2.02 Temporary employees shall receive only those benefits required by statute, the wages as per Article 20 and health plan benefits as per Article 22 and shall be subject to termination on one (1) day's notice.

2.03 **Casual** employees shall receive only those benefits required by statute, the wages as per Article 20, and shall be subject to termination on one (1) day's notice.

2.04 Part-time employees shall receive the wage rates and the applicable conditions of employment specified in this Collective Agreement on a pro-rata basis according to their hours of work.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Employer reserves all rights not specifically restricted by this Collective Agreement.

ARTICLE 4 - BARGAINING UNITS

4.01 The Employer recognizes Local 1606 of the Canadian Union of Public Employees as the sole and exclusive bargaining agent for employees coming within the unit by Certificate No. 94-95 issued by the Labour Relations Board on May 3, 1995 as follows:

All Office, Clerical, Custodial and Maintenance employees, Instructional Assistants and Teacher Assistants or any additional classification as may be designated in accordance with Article 25.04.

ARTICLES - DISCRIMINATION

5.01 The Employer and the Union agree that at no time shall they show any discrimination against any of the employees covered by this Collective Agreement because of their connection with trade union organizations or on account of race, religious belief, colour, political beliefs, gender, marital status, age ancestry, place of origin or sexual orientation.

ARTICLE 6 - CHECK-OFF UNION DUES

6.01 The Employer agrees to deduct from every employee covered by this Collective Agreement, initiation and monthly dues levied in accordance with the Union's Bylaws.

6.02 Deductions shall be made from the payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than five (5) working days after the deduction is made, accompanied by a list of the names and classifications of the employees and the hours worked by casual employees from whose wages the deductions have been made.

6.03 When Income Tax (T4) slips are made available, the Employer shall indicate the amount of the Union dues paid by each employee in the previous year.

6.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of, or resulting from the operation of this Article.

6.05 Within thirty (30) calendar days of commencement of employment with the Employer, an employee shall become a member of the Union.

ARTICLE 7 - UNION MANAGEMENT RELATIONS

7.01 Only an Officer or Steward of the Union shall represent the Union when dealing with the Employer on matters covered by this Collective Agreement. The Union shall provide to the Employer the names of its officers, stewards and National Representative and any changes thereto.

The Union shall have the right at anytime to have the assistance of a representative of the Canadian Union of Public Employees when bargaining or dealing with the Employer.

7.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representative which may conflict with the terms of the Collective Agreement.

7.03 A Union bargaining committee shall be appointed and consist of not more than five (5) employees of the Employer. The Union will advise the Employer of the employees on the bargaining committee. Any time off from work shall require Employer approval and shall be leave with pay for a maximum of five (5) employees.

7.04 The Union shall have the right to post notices of meetings and other such notices as may be of interest to the employees.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or an alleged violation of this Collective Agreement.

8.02 A grievance shall be processed according to the steps and time limits set out in this grievance procedure.

8.03 A grievance shall be initiated in writing within thirty (30) days of the event giving rise to the grievance.

8.04 Where applicable an employee shall, during the time period set out in Clause 8.03, first attempt to resolve the difference with their immediate supervisor.

8.05 Failing settlement of the difference under Clause 8.04, the grievant shall submit a grievance, pursuant to Clause 8.03, to the Superintendent of Schools. The grievance shall set out the particulars of the grievance, the clause(s) of this Collective Agreement which are alleged to have been violated and the redress sought. The Superintendent of Schools, or his designate, shall render a decision in writing within ten (10) days of receipt of the grievance.

8.06 Failing settlement of the grievance under Clause 8.05, the grievant shall forward the written grievance to the Employer within ten (10) days of receipt of the decision from the Superintendent of Schools. The Employer shall render a written decision on the grievance within ten (10) days after the next regularly scheduled Regional Board meeting.

8.07 Failing settlement of the grievance under Clause 8.06, the Union may refer the grievance to an Arbitration Board within ten (10) days of receipt of the Employer's decision.

8.08 a) A policy grievance arising between the Employer and the Union shall be initiated pursuant to Clause 8.03 with the Employer or the Union, as the case may be, setting out particulars of the grievance, the clause(s) of this Collective Agreement which are alleged to have been violated and the redress sought. The Employer or Union, as the case may be, shall render a written decision on the grievance within thirty (30) days of receipt of the grievance.

b) Failing settlement of the grievance under Clause 8.08(a), the Employer or the Union, as the case may be, shall refer the written grievance to an Arbitration Board within ten (10) days of receipt of the decision.

8.09 When either the Employer or the Union requests that a written grievance be submitted to an Arbitration Board, the request shall be made by registered mail addressed to the other party of this Collective Agreement indicating the name of its nominee to the Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two appointees shall endeavour to select a chairperson for the Arbitration Board.

8.10 If the party receiving the notice fails to make an appointment or if the two (2) appointees fail to agree on a chairperson within twenty (20) days of the appointment of the last appointee, a Chairperson shall be appointed in accordance with the Labour Relations Board of Alberta upon the written request of either party.

8.11 The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make presentations. If either party alleges that the mandatory procedures addressed in this Article have not been followed, the Arbitration Board shall find on this allegation. If the mandatory procedures have not been followed, the Arbitration Board shall have no jurisdiction.

8.12 The decision of the majority shall be the decision of the Arbitration Board. Where there is no majority, the decision of the Chairperson shall be final, binding and enforceable on all parties, and may not be changed. The Arbitration Board shall not have the power to change this Collective Agreement or to alter, modify or amend any of its provisions.

- 8.13** Each party shall pay the fees and expenses of its own appointee, and one-half of the fees and expenses of the Chairperson.
- 8.14** The time limit contained in the grievance procedure may be extended by the written consent of the parties.
- 8.15** All of the aforesaid time limits referred to in this grievance procedure shall be exclusive of Saturdays, Sundays and named Holidays.
- 8.16** At any stage of the grievance procedure, a grievant may request the assistance of an officer, steward or representative of the Union.
- 8.17** With the permission of the Employer, an officer, steward or a representative of the Union may have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.
- 8.18** Reasonable time off without loss of wages, shall be granted by the Employer for the grievant, an officer, steward or Witness(s) of the Union to meet with the Employer and/or attend the Arbitration Board hearing(s) into the matter.
- 8.19** The parties agree to the principles of the full disclosure of evidence and as far as possible agree to full disclosure prior to the matter being heard by the Arbitration Board.

ARTICLE 9 - DISCIPLINE OR TERMINATION OF MEN

- 9.01** A regular employee shall have the right to proceed under the grievance procedure in matters relating to discipline, suspension and discharge.
- 9.02** In cases of discipline and discharge, the burden of proof of just cause shall rest with the Employer.
- 9.03** An employee who is absent for three (3) consecutive scheduled working days without providing notice or sufficient cause to the Employer shall be deemed to have abandoned his employment.
- 9.04** An employee shall provide two (2) weeks written notice to the Employer of his intention to terminate his employment,
- 9.05** The Union shall be notified when a regular employee terminates his employment.

ARTICLE 10 - PROBATIONARY PERIOD

- 10.01** Upon initial employment in a regular position, a probationary employee shall serve a probationary period of one hundred and thirty (130) work days. The probationary period cannot be extended.
- 10.02** During the probationary period, a probationary employee may be terminated at any time by the Employer without recourse to the grievance procedure under this Collective Agreement.
- 10.03** When a temporary employee is appointed to a regular position and the duties of the regular position are identical to the duties performed by the temporary employee immediately prior to the appointment, the requirement to serve a probationary period will be waived provided the temporary employee has performed these duties for one hundred and thirty (130) days.

ARTICLE 11 - SENIORITY

- 11.01** Seniority shall be determined by length of service with the employer and shall be one of the considerations for the filling of vacant or newly created positions, layoff and recall under this Collective Agreement.
- 11.02** Upon successful completion of the probationary period, a regular employee shall be credited with seniority back to the commencement of the probationary period.
- 11.03** Seniority shall accumulate when a regular employee is absent from work due to sickness, accident, lay-off or leave of absence approved by the Employer, as specified in this Collective Agreement.

11.04 Seniority shall be lost in the event of a **regular** employee:

- a) is dismissed for just cause and is not reinstated;
- b) resigns in writing;
- c) is absent from work in excess of **three (3)** consecutive scheduled working days without providing prior notice or **sufficient** cause to the Employer
- d) fails to return to work from lay-off within seven **(7)** calendar days of being notified by the Employer, by registered mail, to do so. It shall be the responsibility of the regular employee to keep the Employer informed of their current **address** and telephone number;
- e) is laid off for a **period** of longer than one **(1)** year.

11.05 The Employer shall issue a seniority list in **January** of each year. The list will be forwarded to the Union and posted on the bulletin board in each school building and administration office.

I 12 - VACANT OR NEWLY CREATED POSITIONS

12.01 In filling a vacant or newly created position coming within the scope of **this** Collective Agreement, knowledge, **qualifications**, skills and employee **evaluations** shall be the primary considerations. Where **two** or more applicants are determined relatively **equal** under **this** criteria, seniority shall be the determining factor.

12.02 In filling a vacant or newly created position, the Employer shall **advise** employees of the competition by posting a notice containing the **required** qualifications, on bulletin boards for five **(5)** working days. A copy of such notice shall be forwarded to the Union.

12.03 Where a regular employee is appointed to a vacant or newly created position, the regular employee shall serve a **trial** period of sixty-five **(65)** days worked. If the regular employee is determined to be unsuitable for the position, or is unable to perform the duties of the position, the Employer shall return the employee to the employee's former position or to a comparable position, without **loss of** seniority.

12.04 The Employer shall notify the Union of the name of the **successful** applicant appointed to a vacant or newly created position.

ARTICLE 13 - LAYOFF & RECALL

13.01 Notice Provisions

a. The employer shall notify regular employees to be laid off in accordance with Article **13** at least fourteen **(14)** days before the layoff is **to be** effective. If the employee who **has** received layoff notice is not provided with an opportunity to work during the notice period, such an employee shall be paid an amount **equal** to the wages the employee would have **earned**, had he worked his regular hours of work in the fourteen **(14)** calendar day **period**. If such employee is assigned duties other than those normally connected with the classification in question during the notice period, the employee shall not be paid less than the amount of wages he would have been entitled to receive had such employee remained in her previous position except for the notice of layoff,

b. The Union shall be notified of layoff(s), displacement(s) and recall(s) **as they occur**.

c. Notice of layoff shall be in writing and shall be served either in person or by double **registered** letter directed to the employee's last known **address**. Layoff notices served by double registered letter shall be considered served effective the date of registration with the postal service, or if served in person shall be considered served effective the date of receipt by the employee.

13.02 Temporary Summer Lay-Off

a. **An** employee may be subject to a temporary summer layoff. The employer shall **notify** these employees at least fourteen **(14)** days in advance of the effective date of such temporary summer layoff.

b. Employees on temporary summer layoff shall continue to receive health plan benefits during the summer layoff **period**.

c. In the event an employee is not recalled to work by the effective commencement date of the next school year, he may exercise his rights under the layoff provisions as set out in Article 13.01.

13.03 Recall Provisions

A regular full time or part time employee, laid off due to lack of work will be placed on a recall list for a maximum of six (6) months until the employee is recalled to his regular classification or has had the opportunity of recall to a lower classification.

13.04 Temporary/Casual Assignment During Layoff

In the event a regular employee on layoff accepts an offer to work as a temporary/casual employee, such employee shall be governed by the Collective Agreement provisions applicable to a Temporary/Casual employee, however, such employee's seniority standing shall not be affected by the period of relief employment.

ARTICLE 14 - HOURS OF WORK

14.01 Office Designation

The normal hours of work for regular full-time employees within the office designation shall be between thirty (30) and forty (40) hours per week (five (5) consecutive days, Monday to Friday). A one (1) hour unpaid meal break will be provided, except in the schools where mutually agreed between the Principal and the employee, the unpaid meal break may be less than one hour, but not less than 1/2 hour.

14.02 Non-Office Designation

a. The normal hours of work for a regular full time employee within the non-office designation shall be between 30 to 44 hours per week for five (5) consecutive days, Monday to Friday. A one (1) hour unpaid meal break will be provided.

b. Regular employees within the non-office designation shall have their normal hours of work scheduled between 5:00 a.m. and 7:00 p.m. unless otherwise mutually agreed between the employer and the regular employee.

14.03 A regular full time employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second half of each work day.

14.04 A regular part time employee shall be paid a minimum of three (3) hours at his regular rate of pay for each regular shift worked.

14.05 Regular employees may request changes from the normal hours of work during the months of July and August provided the arrangements can be mutually agreed upon with the Employer.

14.06 a. As fiscal, organizational and conditional changes warrant, the Employer may change the normal hours of work and schedules for any job classifications in this Collective Agreement.

b. Where the hours of work and/or schedules for any regular employees are to be changed, the Employer shall discuss the change with the affected regular employee(s) and the Union. It shall be the prerogative of the Employer, upon thirty (30) days notice to the Union, to implement the change to hours of work and/or schedules.

ARTICLE 15 - OVERTIME

15.01 Authorized time worked beyond the normal daily hours of work or the normal weekly hours of work of a regular full time employee, shall be considered overtime.

15.02 All overtime work authorized by the Employer shall be paid for at the rate of one and one-half (1 1/2x) times the employee's regular rate of pay for the first 2 hours worked, then double time thereafter.

In the event ~~that~~ an employee elects to take time-off-in-lieu of overtime, it shall be calculated at **1 1/2x** the employee's regular rate of pay. Time off in lieu shall be taken at a mutually agreed time between the employee and the employer. In any event, any surplus overtime not taken by April 30 shall be paid out to the employee unless another time is mutually agreed upon by that date.

15.03 Notwithstanding Clause **15.01**, a regular employee who is called back to work after completing his regular shift shall be paid for a minimum of **two (2)** hours overtime. The employee shall be paid from the time he leaves his home to report for duty, until the time he arrives back at home, provided he proceeds directly from work to home.

ARTICLE 16 - RECOGNIZED **YS**

16.01 The Employer recognizes the following as paid holidays for regular and probationary employees:

| | |
|----------------|-------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| Civic Holiday | Christmas Eve Day |
| | Boxing Day |

Any other day proclaimed as a holiday by the Federal, Provincial, Municipal Government or Buffalo Trail Regional Division No. 28.

16.02 To be eligible for a recognized holiday, a regular or probationary employee shall not be absent from work on the last working day prior to or the first working day following the recognized holiday, unless the absence is authorized by the Employer.

16.03. A regular or probationary employee who works on a recognized holiday shall be paid at the rate of **two times (2x)** the regular rate of pay for those hours worked on the recognized holiday, as well as receive another regular working day off with pay at a time mutually agreed between the employee and the Employer.

ARTICLE 17 - ANNUAL VACATION

17.01 In this Article "Vacation Year" means the period from September 1st of one year to August 31st of the following year. The August 31st preceding a vacation year will be the common anniversary date for determining years of service for the purpose of vacation Credits.

17.02 A regular employee, employed to work twelve (12) months per year, shall earn vacation credits in a vacation year as follows:

- Less than one (1) year of continuing service: one and one quarter (1 1/4) work days per each full month of employment;
- One (1) or more years of continuing service: fifteen (15) work days;
- Nine (9) or more years of continuing service: twenty (20) work days;
- Twelve (12) or more years of continuing service: twenty-five (25) work days;
- Nineteen (19) or more years of continuing service: thirty (30) work days.

17.03 A regular employee, employed to work less than twelve (12) months per year, shall earn vacation credits in a vacation year in accordance with Clause 17.02. The Union agrees that these regular employees shall use their vacation credits during the Christmas break, Easter break, Teacher's Convention and Professional Development days, as established by the Employer. The Employer may approve the use of vacation credits outside of the periods specified in this clause.

17.04 No vacation credits shall be carried over from one vacation year to the next vacation year, unless mutually agreed in advance by the Employer and the regular employee.

17.05 a. The Employer agrees to permit regular employees to use vacation credits for the vacation year in advance of earning the vacation credits, provided that any use of vacation credits in excess of earned vacation credits shall be recovered from any monies owing to the regular employee at the time of termination of employment.

b. A regular employee with vacation credits earned at the time of termination of employment will receive a proportionate payment of wages in lieu of vacation credits.

17.06 The following shall apply to regular employees employed to work twelve (12) months per year:
When vacations are scheduled, preference shall be given on the basis of seniority, to those regular employees having children attending school, provided the vacation is within the normal school break.

17.07 a. The Employer agrees to determine and post the vacation schedule by May 1st of each year with changes after May 1st to be mutually agreed.

b. When it is mutually agreed prior to May 1st of each year, vacation credits may be taken in a broken period.

17.08 A regular employee may, upon giving at least three (3) working days notice, receive on the last office day preceding commencement of his annual vacation, any pay cheques which may fall due during the period of vacation.

17.09 If a recognized holiday under Article 16 falls or is observed during a regular employee's scheduled vacation period, that day shall be treated as a recognized holiday, and no deduction will be made from the regular employee's vacation credits.

17.10 Where a regular employee can demonstrate to the Employer's satisfaction that during his vacation period he qualifies for sick or bereavement leave, there shall be no deduction made from the regular employee's vacation credits.

18 - SICK LEAVE PROVISIONS

18.01 Sick leave means a period of authorized leave from work which a regular employee requires as a result of illness or medical disability.

18.02 A regular employee shall earn sick leave credits on the basis of two (2) work days for each month that the employee is scheduled to work to a maximum of 24 days per year. Any unused portion of earned sick leave credits during a year shall be accumulated to the regular employee's credit with the Employer to a maximum of 120 work days.

18.03 A deduction shall be made from accumulated sick leave credits for all working days absent on sick leave, exclusive of Recognized Holidays. A sick leave absence of less than one-half (1/2) day shall not be deducted from accumulated sick leave credits.

18.04 When authorized, a regular employee may use up to five (5) work days of their sick leave credits per year to attend to a serious illness of the employee's spouse or child, mother or father, provided no one else is available. A medical certificate stating that only the employee was available to attend to the seriously ill person, shall be provided by the employee in order to establish eligibility under this clause.

18.05 A regular employee may be required to produce a certificate from a medical practitioner for any sick leave absence exceeding three (3) working days. The certificate shall certify that the regular employee is unable to perform his duties because of illness or medical disability.

18.06 In January of each year, the employer shall advise each workplace in writing of the amount of sick leave accrued to his credit.

18.07 a. Where a regular employee has applied for the Long Term Disability Plan, no further sick leave credits shall be paid by the employer after ninety (90) continuous calendar days of illness or medical disability.

b. While waiting for approval/rejection from the Long Term Disability plan an employee shall be entitled to continue to utilize their accumulated sick leave credits.

c. Once Long Term Disability payments begin, payments from their sick leave bank shall cease and the employee shall reimburse the employer for the borrowed credits from their sick leave bank.

19 - LEAVE OF

19.01 a. A regular employee shall be granted a maximum of three (3) regularly scheduled consecutive work days leave without loss of wages in the case of a death of a parent, spouse, common-law partner, brother, sister, child, mother or father-in-law, sister or brother-in-law, grandparent, grandparent-in-law, grandchild, guardian, fiancé, or any other person who has been residing in the regular employee's household.

b. When attendance at the funeral requires the regular employee to travel outside of the province, up to **three(3)** days shall be granted for travel purposes.

19.02 a. Maternity leave shall be granted without pay upon two **(2)** weeks notice.

b. Leave of absence without pay or benefits shall be granted, upon 30 days written notice where possible, to an employee who is pregnant or who will be the primary caregiver of a **natural** or adopted child of that employee. Such leave shall be for a definite period not to exceed 12 consecutive months, unless mutually agreed upon extension exists.

c. The health related portion of the employee's maternity leave shall be as determined by medical documentation.

d. The regular employee returning to work after maternity leave shall provide the Employer with at least two **(2)** weeks prior notice. On return from maternity leave the regular employee shall resume his former position or a comparable position.

e. The employee agrees to apply for unemployment insurance maternity benefits when she becomes eligible for the same. The employer agrees to top up the UI Benefits received by the employee to an amount equal to the employee's normal weekly earnings, during the health related portion of this leave. UI benefits shall replace sick leave benefits and the employee shall have no access to sick leave benefits while on maternity leave. An employee will verify, to the Employer's satisfaction, that she is in receipt of UI benefits by providing a copy of her UI cheque stub to the Employer forthwith. The Employer shall pay its portion of the employee's benefit plan premiums during the health related portion of her maternity leave. The remainder of the maternity leave not covered by the health related portion shall be without pay and without employer contribution to the Benefit Plan Premiums or top up of UI benefits. The employer agrees to top up UI benefits for a maximum of **17** weeks. The employer shall advise the employee to apply for Long Term Disability benefits at least 30 days in advance of her expected eligibility for such benefit. After 90 consecutive calendar days of disability the employee shall apply for Long Term Disability benefits and no further salary or benefit contributions shall be payable.

19.03 The Employer shall grant leave of absence to any regular employee required to serve as a juror or witness to any court. The Employer shall pay such employee the difference between their regular earnings and the monies they receive for services as a juror or witness.

19.04 Leave of absence shall be granted to a regular employee, upon written request to the Employer, to attend the Union Convention as an elected or appointed representative, or to attend executive and committee meetings of CUPE or any affiliated organization. The employee shall continue to receive their regular wages from the Employer who will then invoice the Union. The invoice shall be for wages and benefits attributed to each leave.

19.05 Where the Employer approves a leave of absence for a regular employee so that he can fill a full-time position with the Union, such leave of absence shall be without pay and for not more than one year. The Employer may extend the period of leave beyond the one year maximum.

19.06 a. Where the employer approves a leave for a regular employee so that he can be a candidate in a Federal, Provincial or Municipal election, the leave of absence shall be without pay. The Employer agrees to continue health plan benefit contributions provided the regular employee reimburses the Employer for the full contributions made on his behalf.

b. Should the regular employee be elected to office under Clause **19.06** (a), the Employer agrees to grant a leave of absence without pay for a maximum of one (1) term of office.

19.07 The Employer agrees to **grant** leave of absence with pay for the following incidents and for the following **maximum annual** days for each incident, provided the regular employee is **required to** attend to the incident during the employee's normal hours of work:

| <u>INCIDENT</u> | <u>ANNUAL MAXIMUM DAYS</u> |
|--|----------------------------|
| a) To write an examination to upgrade employment qualifications for work | one (1) day |
| b) To move household effects | one (1) day |
| c) To make marriage arrangements | three (3) days |

19.08 Where the employer grants a leave of absence under Clause **19.07(b)** and the employee resigns within **three (3)** months of taking the leave, the employee **must** reimburse the **Board** the wages paid for the leave.

19.09 A regular employee may make application to the Employer for a leave of absence, with or without pay. Such application shall be in writing stating the **reason(s)** necessitating the leave.

19.10 The Employer may require written **verification** for any leave of absence under this Article.

19.11 A regular employee who is absent on authorized leave without pay under this Article, in excess of thirty (30) consecutive calendar days, shall **cease** to accrue any benefits under this Collective Agreement for the entire period of **absence**.

ARTICLE 20 - PAYMENT OF WAGES

SCHOOL EMPLOYEES (I = no training ; II = trained)

| | | START | 1 YEAR | 2 YEAR |
|-------------------------|----|-------|--------|--------|
| INSTRUCTIONAL ASSISTANT | I | 9.27 | 10.36 | 10.58 |
| | II | 10.01 | 11.21 | 11.43 |
| LIBRARY TECHNICIAN | I | 9.27 | 10.36 | 10.58 |
| | II | 10.01 | 11.21 | 11.43 |
| SECRETARY | I | 9.50 | 9.80 | 10.78 |
| | II | 10.50 | 11.27 | 12.81 |
| CUSTODIAN | | 10.50 | 11.27 | 12.25 |
| MAINTENANCE | I | 11.70 | 13.16 | 13.39 |
| | II | 15.23 | 17.22 | 17.46 |
| MAINTENANCE SUPERVISOR | | | | 17.46 |

Maintenance **II** rates refer to Journeyman status only

CENTRAL OFFICE EMPLOYEES (I = no training ; II = trained)

| | | START | 1 YEAR | 2 YEAR |
|------------------|----|-------|--------|--------|
| SECRETARY | I | 10.34 | 10.82 | 11.82 |
| | II | 11.34 | 12.29 | 12.81 |
| ACCOUNTING CLERK | I | 11.34 | 12.29 | 12.81 |

| | | | | |
|------------------------------------|-----------|--------------|--------------|--------------|
| | II | 13.50 | 13.72 | 14.54 |
| PAYROLL CLERK | I | 12.80 | 13.52 | 14.00 |
| | II | 13.50 | 13.72 | 14.54 |
| TRANSPORTATION / FACILITIES | | | | |
| SECRETARY | | 11.50 | 12.86 | 13.70 |
| SIS OPERATOR | | 12.50 | 12.74 | 13.46 |
| VAN DRIVER | | 10.50 | 10.75 | 11.00 |
| CASUAL STAFF | | 7.83 | | |

All **12** month employees agree to be paid in **12** equal paycheques. All adjustments, ~~if~~ any, will be ~~made~~ by the end of August.

All **10** month employees agree to be paid in **10** equal pay cheques. All adjustments, if any, will be made by the end of June.

20.01 When a regular employee is temporarily assigned by the Employer to perform the principle duties of a higher paying classification under this Collective Agreement, he shall receive a higher ~~rate~~ of pay for each full day worked in the higher paying classification.

ARTICLE 21 - JOB DESCRIPTIONS

21.01 a) The Employer agrees to provide in Policy general job descriptions for classifications covered by this Collective Agreement. It is ~~understood by~~ the parties ~~that~~ a job description can only be a guide and that employees ~~are~~ expected to perform any duties incidental to the general job description whether or not these incidental duties are specified in the ~~job~~ description.

b) A regular employee, upon written request, may ~~obtain~~ a copy of his ~~job~~ description. Upon commencement of employment with the Employer, a regular employee will be given a copy of his description.

21.02 a) ~~When~~ a regular employee feels his position is incorrectly classified or when a new position covered by this Collective Agreement is established and classified, the rates of pay for the position shall be subject to mutual agreement between ~~the~~ employer and the Union.

b) Should the parties be unable to agree on the rates of pay for the position in question, the matter may be the subject of the next round of the collective bargaining between the parties to this Collective Agreement. Should collective bargaining not commence within ten **(10)** months or less, the matter may be referred to an arbitration board under the grievance procedure.

ARTICLE 22 - HEALTH BENEFITS AND PENSION PLAN

22.01 The Employer agrees to pay, on behalf of eligible regular full-time employees, eighty percent **(80%)** of the ~~cost~~ of monthly premiums for the following Health Plan Benefits:

- a. Alberta Health ~~Care~~ Insurance Plan • Basic Plan
- b. Alberta School Employee Benefit Plan • Extended Health ~~Care~~ (Plan 1)
- c. Alberta School Employee Benefit Plan • Life Insurance and Accidental Death & Dismemberment Benefits (Schedule **2**)
- d. Alberta School Employee Benefit Plan • Long Term Disability (Plan D)

22.02 The Employer agrees to pay, on ~~behalf~~ of eligible regular full-time employees, **\$38.00** towards the ~~cost~~ of the monthly premium for the Family Plan or **\$13.62** towards the ~~cost~~ of the monthly premium for the Single Plan, of the Alberta School Employee Benefit Plan • Dental Care (Plan 3).

22.03 Any regular part-time employee who **qualifies** for benefits under Clauses **22.01** and **22.02** after May 1, 1988 shall receive those benefits on a pro-rata basis by comparing the part-time hours worked to the hours of work of a regular full-time employee.

22.04 The provisions of clauses **22.01** and **22.02** will be **made** available to an eligible temporary employee who works beyond six (6) consecutive months. Any benefits to be received will be on a pro-rata basis by comparing the hours worked by the temporary employee to the hours of work of a regular full-time employee.

22.05 A regular employee on temporary summer lay-off shall continue to receive his health plan benefits under Clauses **22.01** and **22.02** during the summer lay-off period.

22.06 All eligible regular employees shall be enrolled in the Local Authorities Pension Plan.

23 - CONTRACTING OUT

23.01 The Union recognizes that the Employer **has** the right to contract out any work or services within its' jurisdiction.

23.02 The Employer agrees that for **the** term of this collective agreement there shall be no contracting out of work as provided by the employees covered by Certificate #94-95.

23.03 Employees who **are** not covered by **this** Collective Agreement shall not perform the job of a regular employee covered by **this** Collective Agreement except for the purposes of instruction, experimentation, or in urgent situations where the regular employee is not available, and provided that the performing of **this** work does not reduce the regular hours of work or pay of the regular employees.

ARTICLE 24 - GENERAL

24.01 Where a regular employee is **required** to use his private automobile to travel on the employer's business, he shall be reimbursed at the rate established for other employees and officials of the Employer.

24.02 a) Eligible employees shall be covered by the Worker's Compensation Act.

b) A regular employee who is prevented from performing his regular duties, as a result of an injury sustained in the performance of his duties with the Employer and as a result is eligible to receive Workers' Compensation, shall be paid his regular wages during the period he is required to remain off work provided he assigns over to the Employer any Workers' Compensation Board payments he is eligible to receive.

24.03 Where a regular employee is covered by the Long Term Disability Plan, no further payments under Clause **24.02 (b)** shall be paid by the Employer after ninety (90) continuous calendar days of absence due to injury.

ARTICLE 25 - TERM AND EFFECTIVE DATE

25.01 a. Term

a. Unless otherwise specifically provided for in this Collective Agreement, **this** Collective Agreement shall be in full force and remain in effect from September 1, 1995 to August 31, 1996 and shall continue from year to year thereafter unless either party serves to the other party notice in accordance with Article **25.02**.

b. **The** effective date of this agreement will be January 1, 1996.

25.02 Not less than sixty (60) calendar days nor more than one hundred twenty (120) calendar days prior to the termination date of this Collective Agreement either party may give to the other party a notice in writing of its intention to commence collective bargaining or its intention to terminate **this** Collective Agreement.

25.03 At the first meeting between the parties, following receipt of a notice to commence collective bargaining, the parties shall exchange bargaining proposals.

25.04 Any changes deemed necessary in this Collective Agreement may be made by mutual agreement at any time during the life of this Collective Agreement.

IN WITNESS WHEREOF the parties have executed this Collective Agreement this _____ day of _____, A.D., 19 ____.

**FOR BUFFALO TRAIL REGIONAL
DIVISION #28**

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 1606**

BOARD CHAIRMAN

PRESIDENT

SUPERINTENDENT OF SCHOOLS

LOCAL #1606 REPRESENTATIVE

EXECUTIVE DIRECTOR

CUPE REPRESENTATIVE

LETTER OF UNDERSTANDING #1 EMPLOYEE EVALUATIONS

During the term of **this** Collective Agreement, the employer may institute a system Employee Evaluation Plan to be **used to assess** relative ability in the event an employee is considered for a vacant or newly created position within the **scope** of **this** collective agreement.

The Employee Evaluation Plan must be objective; **uniform** for all employees and relevant to the **job** in question.

The Employee Evaluation Plan will provide an opportunity for the employee **to discuss** the evaluation with the evaluator, review and acknowledge, its content **and** record comments or concerns.

An employee evaluation is **subject to** the grievance procedure.

**On Behalf of Buffalo Trail
Regional Division**

on Behalf of CUPE Local 1601

Dated _____

LETTER OF UNDERSTANDING#2 - JOB EVALUATION

A Job Evaluation Plan is a plan developed for the purpose of uniformly evaluating and appraising job categories according to the skill, working conditions, and responsibility factors required by and contained in each job.

The parties agree to the principles of a Job Evaluation Plan. A Committee of three (3) representatives from each party to this Collective Agreement shall be appointed to review various Job Evaluation Programs and recommend a job Evaluation Plan to their respective principals by December 31, 1996. Wages of the Committee will be borne by the Employer. The approved Plan shall be incorporated into the language of the Collective Agreement.

**On Behalf of Buffalo Trail
Regional Division**

on Behalf of CUPE Local 1601

Dated: _____

LETTER OF UNDERSTANDING #3 - EMPLOYEE TRAINING

1. Definition

For the purposes of **this** Collective Agreement and in particular the wage schedule, the definition of a **trained** employee shall include relevant training in their classification. **Courses** and training considered include, but **are** not limited to, the following:

a. Library Technician

Rural Library Training Certificate **from** a recognized post-secondary institution (i.e. S.A.I.T.)

b. Instructional Assistant II

1 year certificate from a recognized educational institution in Early Childhood Education.

c. Secretary II

Secretary Certificate from a recognized educational institution in the Secretarial **Arts**. (ie Lakeland College)

d. Payroll Clerk II / Accounting Clerk II

Business administration certificate from a recognized post-secondary institution,

e. Maintenance Worker II

Journeyman certificate in any **trade** as required by the Division.

2. Employees **are** not **required** to undertake education to advance to a II classification (trained). It is recognized that all employees **are** a valuable asset to the employer and **can** meet training eligibility by their years of experience with the employer in that classification. At the fifth (5th) anniversary **date** of employment with the Buffalo Trail Regional Division, an employee will have met equivalent training criteria where formalized training **has** not occurred and will therefore advance to a II level in their respective classification.

3. Leaves of absence can be taken without pay for up **to** a one year period for the purpose of further education. The individual will return to their former position at **the** school or facility and seniority will continue.

4. Further to Article 12 of the Collective Agreement, an employee's years of equivalent **service** shall meet the same qualification standard **as** formalized training.

No individual will have an advantage or be **disadvantaged** in regard to Article 12 by virtue of their education or lack thereof.

This letter of understanding shall be taken into Consideration with respect **to** Letter of Understanding #2.

On the joint approval of a Job Review, as proposed in Letter of Understanding #2, **this** Letter of Understanding #3 shall expire.

**On Behalf of Buffalo Trail
Regional Division**

on Behalf of CUPE Local 1601

Dated _____

LETTER OF UNDERSTANDING # 4- HOURS OF WORK

Nothing in this Collective Agreement shall be construed as a guarantee of hours of work per day or per week or a guarantee of days per week, per month or per year.

On Behalf of Buffalo Trail
Regional Division

on Behalf of CUPE Local 1601

Dated: _____

LETTER OF UNDERSTANDING #5

For the term of this Agreement, only three days' leave of absence without pay will be taken by each employee prior to the expiry of this Collective Agreement. This may be taken in a mutually agreeable format between the employee and the employer.

This Letter of Understanding expires August 31, 1996.

**On Behalf of Buffalo Trail
Regional Division**

on Behalf of CUPE Local 1601

Dated: _____