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**COLLECTIVE
AGREEMENT**

between

Buffalo Trail Regional Division No. 28

and

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

Expires: August 31, 2003

INITIALS

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COLLECTIVE AGREEMENT

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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 drawn up in a Collective Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - INTERPRETATION

- 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.

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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

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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 with the exception of the Custodial Supervisor, Maintenance Supervisor, Executive Assistants, Payroll Clerks and SIS Operator/Grants Clerk,*

ARTICLE 5 - 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

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- 6.01 The Employer agrees to deduct from the straight time wages of every employee covered by this Collective Agreement, initiation and monthly dues levied in accordance with the Union's Bylaws.
- 6.02 Dues deductions 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, classifications and the straight time wages of each employee.
- 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

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- 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 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, or his designate. 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 in accordance with clause 8.09 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 Alberta Labour Relations Code 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 limits 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 EMPLOYMENT

- 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.

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- 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.

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) work 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.
- 1 ■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.
- 1 ■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 six (6) months

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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, maintenance shops and administration office.

ARTICLE 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 his 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 new 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

- a. The normal hours of work for regular full-time employees employed within either the central office designation or school designation shall be thirty-five(35) hours per week, five (5) consecutive days, Monday to Friday. A one (1) hour unpaid meal break will be provided, except where mutually agreed between the supervisor and the employee, the unpaid meal break may be less than one hour, but not less than 1/2 hour.
- b. Notwithstanding clause 14.01 (a), where it has been the established practice to have an employee employed within either the central office designation or school designation, work more than seven (7) hours per day or thirty-five (35) hours per week, this practice shall continue.

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14.02 Non-Office Designation

- a. The normal hours of work for regular full time employees employed within the custodial and maintenance designation shall be 40 hours per week, five (5) consecutive days, Monday to Friday. A one (1) hour unpaid meal break will be provided, except where mutual agreement between the supervisor and the employee, the unpaid meal break may be less than one (1) hour, but not less than one-half (1/2) hour.
- b. Regular employees employed within the custodial and maintenance 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 a) All overtime must be pre-authorized by the Employer.
- b) Overtime shall not be accrued until after seven (7) hours per day or thirty-five (35) hours per week for office/school designation.
- c) Overtime shall not be accrued until after eight (8) hours per day or forty (**40**) hours per week for custodian/maintenance designation.

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- d) Where it has been the established practice to have a school/office employee work eight (8) hours per day, forty (40) hours per week, this practice shall continue; subject to the provisions of this agreement, and overtime shall not be paid until the eight (8) hours per day or forty (40) hours per week have been exceeded.

15.02 All overtime work authorized by the Employer shall be paid for at the rate of one and one-half (1½x) times the employee's regular rate of pay for the first 2 hours worked, then double time (2x) thereafter.

In the event that an employee elects to take time-off-in-lieu of overtime, it shall be calculated at one and one-half times (1½x) 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 HOLIDAYS

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

New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Christmas Eve Day
Boxing Day

and 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.

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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.

ARTICLE 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
- a. A regular employee may use up to five (5) work days of their sick leave credits, without loss of pay and applicable benefits, to attend to a serious illness of a spouse, common-law partner, child, parent, guardian, parent-in-law, grandparent, son-in-law, daughter-in-law, brother, sister, grandchild, brother-in-law, sister-in-law, grandparent of spouse, and other close members who live in the employee's household.
 - b. Five(5) work days of an employees sick leave credits may be used for family medical purposes to attend to an employee's spouse, common-law partner, child, mother or father. A medical certificate will be required.
- 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 employee in writing of the amount of sick leave accrued to his credit.

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- 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.

ARTICLE 19 - LEAVE OF ABSENCE

- 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 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, fiance, 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 with pay 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.

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- 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 EI Benefits received by the employee to an amount equal to the employee's normal weekly earnings, during the health related portion of this leave. EI 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 EI benefits by providing a copy of her EI 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 EI benefits. The Employer agrees to top up EI 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. The Employer agrees to continue health plan benefit contributions provided the regular employee reimburses the Employer for the full contributions made on his behalf.

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.

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- 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. The Employer agrees to continue health plan benefit contributions provided the regular employee reimburses the Employer for the full contributions made on his behalf.

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.

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ARTICLE 20 - PAYMENT OF WAGES

**Sept 1/00
(including 4% Increase)**

**SCHOOL EMPLOYEES
(10 MONTH EMPLOYEE)**

TITLE	Untrained (1)			Trained (2)		
	Start	1 Year	2 Year	Start	1 Year	2 Year
Instructional Assistant	10.43	11.66	12.19	11.26	12.62	13.15
Library Technician	10.43	11.66	12.19	11.26	12.62	13.15
Secretary	10.69	11.02	12.14	11.81	12.69	14.41

**CENTRAL OFFICE
(12 MONTH EMPLOYEE)**

TITLE	Untrained (1)			Trained (2)		
	Start	1 Year	2 Year	Start	1 Year	2 Year
Secretary	11.64	12.18	13.30	12.76	13.83	14.41
Accounting Clerk	14.40	15.22	15.76	15.19	15.44	16.36
Transportation Assistant	15.19	15.44	16.36			
Van Driver	11.81	12.10	12.38			
Casual	8.81					

**Maintenance
(12 Month Employee)**

Maintenance I	13.17	14.81	15.07
Maintenance II	17.14	19.38	19.65
Custodian (12 Month)	11.81	12.69	13.79

Systems Analyst

Systems Analyst I	14.38	16.41	17.14
Systems Analyst II	17.14	19.38	21.64
Systems Analyst III	21.64	23.88	25.85
Systems Analyst IV	25.85	28.10	28.69

COPY

All 12 month employees agree to be paid in 12 equal pay cheques. 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.

**Sept 1/01
(including 4% Increase)**

**SCHOOL EMPLOYEES
(10 MONTH EMPLOYEE)**

TITLE	Untrained (1)			Trained (2)		
	Start	1 Year	2 Year	Start	1 Year	2 Year
Instructional Assistant	10.85	12.12	12.68	11.71	13.12	13.67
Library Technician	10.85	12.12	12.68	11.71	13.12	13.67
Secretary	11.12	11.46	12.62	12.29	13.20	14.99

**CENTRAL OFFICE
(12 MONTH EMPLOYEE)**

TITLE	Untrained (1)			Trained (2)		
	Start	1 Year	2 Year	Start	1 Year	2 Year
Secretary	12.10	12.67	13.83	13.27	14.39	14.99
Accounting Clerk	14.98	15.82	16.39	15.80	16.06	17.01
Transportation Assistant	15.80	16.06	17.01			
Van Driver	12.29	12.58	12.87			
Casual	9.16					

**Maintenance
(12 Month Employee)**

Maintenance I	13.69	15.40	15.67
Maintenance II	17.82	20.15	20.43
Custodian (12 Month)	12.29	13.20	14.34

Systems Analyst

Systems Analyst I	14.96	17.07	17.82
Systems Analyst II	17.82	20.15	22.51
Systems Analyst III	22.51	24.83	26.89
Systems Analyst IV	26.89	29.22	29.84

COPY

All 12 month employees agree to be paid in 12 equal pay cheques. **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.

**Sept 1/02
(including 4% Increase)**

**SCHOOL EMPLOYEES
(10 MONTH EMPLOYEE)**

TITLE	Untrained (1)			Trained (2)		
	Start	1 Year	2 Year	Start	1 Year	2 Year
Instructional Assistant	11.28	12.61	13.18	12.18	13.64	14.22
Library Technician	11.28	12.61	13.18	12.18	13.64	14.22
Secretary	11.56	11.92	13.13	12.78	13.72	15.59

**CENTRAL OFFICE
(12 MONTH EMPLOYEE)**

TITLE	Untrained (1)			Trained (2)		
	Start	1 Year	2 Year	Start	1 Year	2 Year
Secretary	12.59	13.17	14.39	13.80	14.96	15.59
Accounting Clerk	15.58	16.46	17.04	16.43	16.70	17.69
Transportation Assistant	16.43	16.70	17.69			
Van Driver	12.78	13.08	13.39			
Casual	9.53					

**Maintenance
(12 Month Employee)**

Maintenance I	14.24	16.02	16.30
Maintenance II	18.54	20.96	21.25
Custodian (12 Month)	12.78	13.72	14.92

Systems Analyst

Systems Analyst I	15.56	17.75	18.54
Systems Analyst II	18.54	20.96	23.41
Systems Analyst III	23.41	25.83	27.96
Systems Analyst IV	27.96	30.39	31.03

COPY

All 12 month employees agree to be paid in 12 equal pay cheques. 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 CLASSIFICATION

- 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 PLAN 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 - Extended Disability (Plan D)
 - e. Alberta School Employee Benefit Plan – Dental (Plan 3) – effective April 1, 2001
 - f. Alberta School Employee Benefit Plan – Vision Care (Plan 3)
– effective April 1, 2001
- 22.02 For the period September 1, 2000 to March 31, 2001, the Employer agrees to pay, on behalf of eligible regular full-time employees, \$41.00 towards the cost of the monthly premium for the Family Plan or \$15.00 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.
- 22.07 For pension and benefit purposes, thirty (30) hours per week is a full time equivalent (FTE).

ARTICLE 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, 2000 to August 31, 2003 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 September 1, 2000.

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 30th day of March, A.D., 2001.

**FOR BUFFALO TRAIL REGIONAL
DIVISION #28**


CHAIRMAN BOARD COMMITTEE

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


PRESIDENT


SECRETARY TREASURER


SECRETARY, UNION COMMITTEE


CUPE REPRESENTATIVE

COPY

LETTER OF UNDERSTANDING #1

Establish a committee of 5 members (2 CUPE Local representatives, 2 Trustees and one central Office Administrator) to discuss structure of a Board-CUPE Liaison Committee.

FOR BUFFALO TRAIL REGIONAL
DIVISION #28


CHAIRMAN BOARD COMMITTEE

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 1606


PRESIDENT


SECRETARY TREASURER


SECRETARY, UNION COMMITTEE


CUPE REPRESENTATIVE

COPY

OF UNDERSTANDING #2


Establish a committee of 5 members (2 CUPE Local representatives, 2 Trustees and one central Office Administrator) to discuss secretarial positions.


FOR BUFFALO TRAIL REGIONAL
DIVISION #28


CHAIRMAN BOARD COMMITTEE


SECRETARY TREASURER
SECRETARY TREASURER

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 1606


PRESIDENT


SECRETARY, UNION COMMITTEE


CUPE REPRESENTATIVE

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