

COLLECTIVE AGREEMENT

between



PRAIRIE LAND REGIONAL DIVISION #25

and

CUPE / Canadian Union
of Public Employees

LOCAL 829

September 1, 2011 to August 31, 2015



15088 (01)

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PREAMBLE

Whereas it is the desire of both Parties to this Agreement

- a) To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the employees;
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- c) To promote the well being and security of the Employer including encouraging the efficiency in operation of the Employer; and
- d) To promote the well being and security of all Employees in the bargaining unit of the Union.

The Employer and the Union agree as follows:

ARTICLE 1 – TERM OF AGREEMENT

- 1.1 This agreement shall have effect from September 1, 2011 until August 31, 2015 and shall continue in full force and effect from year to year thereafter unless either party to this Agreement is given notice in writing by the other party of its desire to commence negotiations no less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiry date in any subsequent year.
- 1.2 At the first meeting between the parties, following receipt of a notice to commence collective bargaining, the parties shall exchange bargaining proposals.
- 1.3 During the life of this collective agreement there shall be no strikes, slowdowns or stoppages of work on the part of the employees, nor any lockout on the part of the Employer.
- 1.4 Any amendment to this collective agreement which has retroactive application shall apply to all employees who worked for the Employer during the term of the retroactivity.
- 1.5 The Employer shall make available in each school, sufficient copies of the collective agreement for each member of the bargaining unit. Upon commencement of employment, each new employee shall be given a copy of the collective agreement with their offer of employment.

ARTICLE 2 – DEFINITIONS

- 2.1 A “regular position” is a position established by the Employer which is either full-time or part-time and where the work is expected to be of an ongoing continuous nature from year to year.
- 2.2 A “temporary position” is a position established by the Employer which is either full-time or part-time and where the work is of limited or fixed duration exceeding five consecutive months. The position will normally be used to replace an employee in a regular position or to work on a project or assignment identified by the Employer.
- 2.3 A “regular full-time employee” is an employee who is appointed to a regular full-time position, who works the standard full-time hours of work for that position and who has completed the probationary period.
- 2.4 A “regular part-time employee” is an employee who is appointed to a regular part-time position, who works less than the standard full-time hours of work for that position and who has completed the probationary period.
- 2.5 A “probationary employee” is a regular or temporary full-time or part-time employee who is serving the required probationary period. During the probationary period, a probationary employee may be terminated at any time by the Employer without recourse to the grievance procedure.
- 2.6 Full-time Equivalency (FTE) for the purposes of this collective agreement shall be calculated as follows:
- Instructional Days as per the local school calendar
 - + Professional and other additional days as defined for the position
 - x Number of hours per day/week as defined for the position.

ARTICLE 3 – UNION RECOGNITION

- 3.1 The Employer recognizes the Canadian Union of Public Employees, Local 829 as the sole and exclusive collective bargaining agent for all employees of the Employer according to Certificate 7-2012 or amendments thereto issued by the Labour Relations Board of Alberta.
- 3.2 Volunteers will not be used to replace or reduce the hours of a regular employee.
- 3.3 This agreement shall not apply to persons employed under wage subsidy programs that are designed as employment training programs and such employees will not replace regular positions covered under this agreement.
- 3.4 No employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.

- 3.5 By October 31st of each year the Union shall provide the secretary-treasurer with a written list of Union Officers and Representatives elected or appointed to represent the Union. No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.
- 3.6 The Union may have the assistance of a CUPE National Representative when dealing or negotiating with the Employer. With permission of the Employer such National Representative may have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.
- 3.7 The Employer shall make available to the Union, on request, information required by the Union (i.e. job descriptions, job classifications, employee FTE status, etc.) and any relevant document pursuant to grievance proceedings.
- 3.8 The Union shall be provided adequate space in each facility for posting notices and information pertaining to the Union.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1 The Union recognizes that it is the right and function of the Employer to manage the affairs of the School Division, including its operation and the direction of the working forces and that the Employer retains all those residual rights of management not specifically limited by the terms of this agreement.

ARTICLE 5 – UNION DUES

- 5.1 The Employer shall deduct from the monthly regular wages of employees covered by this Collective Agreement an amount equal to the monthly Union dues, as established by the Union. Such deductions shall be forwarded to the National Secretary-treasurer of the Canadian Union of Public Employees not later than the 15th day of the following month in which the dues were deducted.
- 5.2 Such deductions will be accompanied by a list of names and addresses of the employees from whose wages the deductions have been made, the amount deducted from each employee and the pay period covered by the deduction.
- 5.3 Any change in the monthly Union dues will be communicated to the secretary-treasurer in writing and take effect the month following the notification.
- 5.4 The Employer shall record the yearly amount of Union dues paid by each employee on the employee's T-4 slip.

ARTICLE 6 – SALARIES

- 6.1 For the period September 1, 2011 to August 31, 2015 employees will be paid in accordance with the pay scale and grid at Appendix B.

- 6.2 Employees will be paid at the appropriate pay level for their position over a 12-month period.
- 6.3 Where an employee terminates employment during a school year, the employee will receive the holdback pay to which he/she is entitled.
- 6.4 The monthly salary will be payable on or before the 25th day of each month. Payment will be made by direct deposit to the financial institution of the employee's choice.
- 6.5 The grid placement of each employee shall be established by the principal, in consultation with the secretary-treasurer, upon hiring as per Appendix A.
- 6.6 In accordance with Appendix A, the amount of education of an employee and the years of related experience provided by the employee, shall together, determine the employee's basic salary. The onus of providing verification of education and experience rests with the employee.

ARTICLE 7 – HOURS TO INCREMENT

- 7.1 Grid progression from one increment step to the next will occur when an employee reaches 95% of the full-time equivalency hours for that classification, provided the employee has not had a break in service of more than eighteen (18) months. Increment hours will be as follows:

EA	FTE – 1,122	95% - 1,066
Librarian	FTE – 1,309	95% - 1,244
Secretary	FTE – 1,379	95% - 1,310

Employees can only move up one increment level per school year.

ARTICLE 8 - SENIORITY

- 8.1 Seniority shall be determined by an employee's length of continuous service in a regular position from date of hire 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. The Christmas, Spring and Summer breaks shall not affect the seniority or continuity of an employee's employment.
- 8.2 Upon successful completion of the probation period, a regular employee shall be credited with seniority back to the employee's date of hire. When a temporary employee achieves a regular position seniority shall be determined by the employee's length of continuous service from date of hire with the Employer.
- 8.3 Seniority shall continue to accrue for a period of twelve (12) months 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.

- 8.4 Seniority shall be lost in the event an employee in a regular position:
- a) is dismissed for just cause and is not reinstated;
 - b) resigns in writing and the resignation is not withdrawn within two (2) working days;
 - 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 layoff within seven (7) calendar days of being notified by the Employer by registered mail to do so. It shall be the responsibility of the employee to keep the Employer informed of their current address and telephone number;
 - e) is laid off for a period of longer than eighteen (18) months
- 8.5 In the event that seniority is a determining factor and two or more employees' have the same seniority date, the issue shall be resolved by deeming senior the employee whose FTE is currently greater. If seniority is still equal then the employee whose FTE was greater at the time of initial hiring shall be considered senior.
- 8.6 The Employer shall maintain an up-to-date seniority list reflecting the employee's name, classification and seniority date. A copy of the seniority list shall be provided electronically to all bargaining unit employees and to the Union in October of each year.

ARTICLE 9 - VACANT OR NEWLY CREATED POSITIONS

- 9.1 In filling a vacant or newly created position coming within the scope of this Collective Agreement, internal applicants will be considered first and knowledge, qualifications/experience, and skills shall be the primary considerations. Where two or more applicants are determined relatively equal under this criteria, seniority shall be the determining factor.
- 9.2 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 the Employer's website for five (5) working days. A copy of the posted notice will be forwarded to the Union.
- 9.3 The Employer shall notify the Union of the name of the successful applicant appointed to a vacant or newly created position.

ARTICLE 10 – PROBATIONARY PERIOD

- 10.1 Upon initial employment in a regular or temporary position, an employee shall serve a probationary period of six (6) months from date of hire.

- 10.2 The probationary period may be extended for a further three (3) months upon recommendation from the principal, in consultation with the Secretary-treasurer and the Superintendent. Written notice must be provided to the employee.
- 10.3 In the event that the probationary period expires without notification of termination or an extension of the probationary period, the employee will be assumed to have a regular position.
- 10.4 During the probationary period, a probationary employee may be terminated at any time by the Employer without recourse to the grievance procedure.
- 10.5 Employees who move to a new position within the same classification prior to the end of their probationary period must complete the probationary period in the new position.
- 10.6 Employees who move to a new position in a different classification prior to the end of their probationary period shall complete the remainder of their probationary period followed by a trial period in accordance with Article 11.
- 10.7 The probationary periods reflected in this Article are exclusive of the summer school closure.

ARTICLE 11 – TRIAL PERIOD

- 11.1 A regular or temporary employee who has successfully completed the probationary period and subsequently transfers by means of a posted vacancy to a different classification shall serve a trial period of three (3) months, exclusive of the summer school closure. If the regular or temporary employee proves unsatisfactory during the trial period, or if the employee chooses not to remain in the new classification, the Employer shall place the employee back into their former position, if available, or to an alternate position of equivalent hours and pay.

ARTICLE 12 – PERFORMANCE APPRAISALS

- 12.1 Employees shall receive a performance appraisal, by their immediate supervisor, at the end of the probationary period. Thereafter, employees shall receive an appraisal on an annual basis.
- 12.2 Employees who have been placed on an improvement program as a result of a previous appraisal may receive an appraisal more frequently as determined by their immediate supervisor.
- 12.3 A performance appraisal shall be considered non-disciplinary. Employees shall be allowed to make written response to a performance appraisal which shall form part of the employees personnel file.

ARTICLE 13 – HOURS OF WORK

- 13.1 The standard hours of work for School Secretaries will be seven (7) hours per day between the hours of 08:00 and 17:00, Monday through Friday. Annual full-time hours for secretaries will be based on the instructional days in the local school calendar plus ten (10) additional days and one professional development day. The ten (10) additional days will be worked prior to the commencement of the school year and/or immediately following the last day of school year at the discretion of the principal. For the purpose of this Article the school year will be considered to be September 1st to August 31st in each calendar year. Any extra days worked by a secretary and authorized by the principal will be paid at the employee's basic rate of pay.
- 13.2 The standard hours of work for Educational Assistants will be thirty (30) hours per week with maximum daily hours not exceeding six and one half (6 1/2) hours per day between the hours of 08:00 and 17:00, Monday through Friday. Annual full-time hours for educational assistants will be based on the instructional days in the local school calendar plus one professional development day. Any extra days worked by an educational assistant and authorized by the principal will be paid at the employee's basic rate of pay.
- 13.3 The standard hours of work for Librarians will be seven (7) hours per day between the hours of 08:00 and 17:00, Monday through Friday. Annual full-time hours for librarians will be based on the instructional days in the local school calendar plus one professional development day. Any extra days worked by a librarian and authorized by the principal will be paid at the employee's basic rate of pay.
- 13.4 The standard hours of work for an employee may be varied by mutual written agreement between the employee and the principal. A copy of the written agreement will be sent to the Union.
- 13.5 Employees scheduled to work more than five (5) consecutive hours will be provided with a one-half (½) hour unpaid rest period, unless there are exceptional circumstances.

ARTICLE 14 – OVERTIME

- 14.1 Overtime requires prior approval by the principal.
- 14.2 Any time worked by an employee beyond the standard daily hours of work or weekly hours of work will be paid at time and one-half (1 ½).
- 14.3 In lieu of overtime pay, an employee may elect to bank hours at the applicable overtime rate to be taken off at a time mutually agreed between the employee and the principal.
- 14.4 An employee's banked hours remaining at June 30th of each year will be paid out.

ARTICLE 15 - LAYOFF & RECALL

Layoff

15.1 A layoff shall be defined as the elimination of a regular position occupied by a regular employee.

15.2 Employees shall be laid off in reverse order of seniority within the same classification and in the same school provided the needs of the student(s) are met.

15.3 Notice Provisions

a) The Employer shall notify regular employees to be laid off in accordance with clause 15.2 at least fourteen (14) calendar days before the layoff is to be effective. If the employee is not provided with an opportunity to work during the notice period, the employee shall be paid an amount equal to the wages the employee would have earned in the fourteen (14) calendar day period. An employee who is assigned to work during the fourteen (14) day notice period shall receive no less than the basic rate of pay for the regular position they occupied prior to layoff notice.

b) The Union shall be notified of layoff(s) as they occur.

c) Notice of layoff shall be in writing and shall be served either in person or by registered letter directed to the employee's last known address. Layoff notices served by 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.

15.4 Temporary Summer Layoff

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 a regular employee is not recalled to work by the designated commencement date of the new school year, the regular employee shall remain on layoff and be subject to the recall provisions under clause 15.5.

d) In the event a regular employee on temporary summer layoff does not return on the designated recall date, the regular employee shall be deemed to have resigned their employment.

15.5 Recall Provisions

- a) A regular employee, laid off due to elimination of a regular position, will be placed on the recall list in order of seniority for a period of eighteen (18) months or until the employee is recalled to their former classification, whichever comes first.
- b) No new employees shall be hired until those laid off who are qualified to perform the work have been given an opportunity of recall.
- c) An employee who refuses recall to an alternate classification or who refuses recall into a position more than 75 km from their home shall remain on the recall list as per clause 15.5 a).

15.6 Temporary Assignment During Layoff

In the event a regular employee on layoff accepts an offer of work in a temporary position, the regular employee shall be governed by the Collective Agreement and continue to accrue seniority.

ARTICLE 16 – GENERAL HOLIDAYS

16.1 All employees, who have been employed for thirty (30) consecutive days shall be entitled to payment for the following general holidays and will be paid monthly based on the employee full-time equivalency.

- a) New Year's Day;
- b) Family Day;
- c) Good Friday;
- d) Easter Monday;
- e) Victoria Day
- f) Canada Day
- g) Labour Day;
- h) Thanksgiving Day;
- i) Remembrance Day;
- j) Christmas Day and
- k) Boxing Day.

ARTICLE 17 – ANNUAL VACATION PAY

17.1 In lieu of annual vacation leave, vacation pay shall be paid on all earnings at the employee's basic rate of pay:

- a) 6% annually to be paid monthly until the month in which the anniversary of the fifth year of continuous service is completed;
- b) 8% annually to be paid monthly commencing in the month after completion of five (5) years of continuous service; or

- c) 10% annually to be paid monthly commencing in the month after completion of twelve (12) years of continuous service.

ARTICLE 18 – BENEFITS

18.1 The Employer will maintain the following benefit plans:

- a) Alberta School Employee Benefit Plan (ASEBP)
 - i. Extended Disability Benefits - Plan D
 - ii. Life, Accidental Death and Dismemberment - Schedule 2
 - iii. Extended Health Care - Plan 1
 - iv. Dental Care - Plan 3
 - v. Vision/Hearing Care - Plan 3
- b) Alberta Health Care Plan
- c) The Employer will establish and contribute annually to an individual Health Spending Account for each permanent employee in the amount of three hundred dollars (\$300.00) per school year.

Employees leaving the employment of the Employer for any reason will forfeit any remaining balance.

The account will be administered by ASEBP as allowed by CRA and the Income Tax regulations for the benefit of that employee and his/her spouse and dependant(s).

- 18.2 All full-time employees must participate in Extended Disability Benefits, and Life, Accidental Death and Dismemberment plans, but may elect to participate in any of the other plans as identified in clause 18.1.
- 18.3 For Full-time employees who participate in any or all of the plans identified in clause 18.1 a) and b), the Employer will contribute one hundred percent (100%) towards the monthly premium of each plan, effective the first day of the month following the Payroll Office receiving an application for benefits.
- 18.4 Part-time eligible employees may participate in any of the plans identified in clause 18.1, however the Employer's support will be on a pro-rata basis.
- 18.5 It is agreed that the E. I. Premium Reduction is shared according to the *Employment Insurance Act as amended*, by the benefits contained herein.
- 18.6 Eligibility for benefit coverage for all permanent employees will commence upon employment.

ARTICLE 19 – PENSION PLAN

- 19.1 Full-time employees must participate in the Employer sponsored Local Authorities Pension Plan.
- 19.2 Part-time employees who work more than fifteen (15) hours per week, but less than thirty (30) hours per week may participate in the Employer sponsored Local Authorities Pension Plan.
- 19.3 Employees who work the ten (10) month school year shall have continuous employment status and are entitled to a full year of pensionable service providing they work a minimum of thirty (30) hours per week.

ARTICLE 20 - SICK LEAVE

- 20.1 Full-time employees will accumulate sick leave at the rate of two (2) days per month, for ten (10) months a year, to a maximum accumulation of seventy-five (75) working days. Part-time employees will accumulate sick leave on a pro-rata basis. Approved sick leave will be paid at the employees' regularly scheduled hours for that day.
- 20.2 A certificate from the employee's attending dentist or medical practitioner will be required when the sick leave is more than three (3) consecutive working days.
- 20.3 After five (5) working days' illness in the aggregate, the Employer may request a certificate from a physician or dentist, designated by the Employer, attesting to the employee's illness or disability.

ARTICLE 21 - PERSONAL LEAVE

- 21.1 Regular full-time employees are entitled to two (2) personal leave days per school year and may accumulate one (1) unused personal leave day per year, to a maximum of five (5) days. Employees will continue to receive their two personal days per year after the accumulation of five unused days but will not be able to add to the total of five accumulated days until the accumulated days are used in part or in whole. The principal must approve such leave.
- 21.2 The principal may grant leave of absences without pay in emergent situations.

ARTICLE 22 - COMPASSIONATE LEAVE

- 22.1 Full-time employees are eligible for four (4) days with pay in the following instances:
- a) to attend to the critical illness of the employee's spouse, son, daughter, parent, brother, sister, parent of a spouse, grandparent, grandchild, grandparent of a spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or other relative who is a member of the employee's household; or

- b) in the event of the death of the employee's grandparent, grandchild, grandparent of a spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or other relative who is a member of the employee's household.
- 22.2 Full-time employees are eligible for five (5) days, with pay, in the event of the death of the employee's spouse, son, daughter, parent, brother, sister or parent of a spouse.
- 22.3 Leave as identified in clauses 22.1 and 22.2 may be extended, without pay, at the discretion of the Employer and on recommendation of the school principal, should extra time be required for travel.
- 22.4 Part-time employees are eligible to leave identified in clauses 22.1 through 22.2 on a pro-rata basis.

ARTICLE 23 - SCHOOL CLOSURE DUE TO PLANT OPERATIONS

- 23.1 In the event that the principal closes the school as a result of a deficiency in plant operations, school support staff who are scheduled to work on that day, will be entitled to his/her salary for that time period.

ARTICLE 24 – INCLEMENT WEATHER

- 24.1 An employee who, despite reasonable effort is unable to travel to his/her school because of inclement weather or impassable road conditions will be entitled to his/her salary for the period(s) of absence provided the employee notifies the principal of their inability to report to work and returns to work as soon as it is reasonable or safe to do so.

ARTICLE 25 – PROFESSIONAL DEVELOPMENT

- 25.1 Attendance at external professional development opportunities must be pre-approved by the principal. When approved, compensation for such attendance will be provided to cover: registration fees, travel, meals, accommodation, and a maximum of standard daily hours as per Article 13 for each day in attendance.
- 25.2 When no transportation is provided by the Employer for the annual professional development day, employees will be entitled to be reimbursed for mileage.

ARTICLE 26 - MATERNITY/PARENTAL AND ADOPTION LEAVE

- 26.1 A pregnant employee who has been employed for more than one year of continuous service is entitled to job-protected maternity leave, without pay and benefits.
- 26.2 The maternity leave is for a period of not more than fifteen (15) weeks starting at any time during the twelve (12) weeks immediately before the estimated delivery date. Employees will be eligible to participate in AP 411 "The Supplemental Employment Benefit Plan".

- 26.3 Employees wishing to take maternity leave will notify the Employer, in writing, at least six (6) weeks in advance of their maternity leave. A medical certificate certifying pregnancy and expected delivery date will accompany such notification.
- 26.4 With six (6) weeks written notice, employees will be granted an additional thirty-seven (37) weeks job-protected leave, without pay and benefits, immediately following the last day of maternity leave.
- 26.5 Fathers or adoptive parents, with not less than one year of continuous service, will be granted thirty-seven (37) consecutive weeks job-protected parental leave, without pay and benefits. Parental leave may be taken by one parent, or shared between them, but the total cannot exceed thirty-seven (37) weeks.
- 26.6 An employee must provide four (4) weeks written notice of the date on which he/she intends to return to work. If the employee fails to return to work on that date, or fails to give notice, the employee may not resume work unless the failure has resulted from unforeseeable or unpreventable circumstances.
- 26.7 An employee returning to work under this Article will be reinstated in the position occupied when the leave commenced, if the position exists. Where the position has been eliminated, the employee will be considered for a vacancy in the same classification at the time of return.
- 26.8 The provisions of this Article are subordinate to the *Alberta Employment Standards Code*.

ARTICLE 27 – UNION LEAVE

- 27.1 Representatives of the Union shall not suffer any loss of pay or discrimination when required to leave their employment temporarily in order to attend a meeting mutually established by the Union and the Employer, negotiations or grievances.
- 27.2 Upon written request to the Employer by the Union, leave of absence with pay, pension and benefits shall be granted, based on operational requirements, to allow employees to perform the duties of any office in his/her Union or the parent Union, or attend meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies.
- 27.3 An employee granted Union leave shall retain their seniority rights in the bargaining unit with no decrease in status.
- 27.4 The Union will reimburse the Employer within thirty (30) calendar days after receipt of an invoice for the wages, pension and benefits of an employee granted Union leave of absence.

ARTICLE 28 - DISCIPLINE AND DISMISSAL

- 28.1 No disciplinary action will be taken by the Employer against any employee except with just cause.
- 28.2 An employee will be notified in advance of their right to have a Union representative present at any meeting or investigation with the Employer which may result in a written letter of discipline, suspension or dismissal.
- 28.3 Except in cases where an employee's conduct warrants immediate dismissal the Employer will follow a process of progressive discipline.
- 28.4 A letter of discipline, suspension or dismissal will be provided to the employee in writing at the time of the disciplinary meeting, with a copy sent to the Union.
- 28.5 An employee has the right to grieve any disciplinary action taken by the Employer. Suspension and dismissal grievances may commence at Step 2 of the grievance procedure.
- 28.6 Any written disciplinary action will be removed from the employee's personnel file after twelve (12) months in which the employee has not received further discipline.
- 28.7 An employee shall have the right to view their personnel file by providing twenty-four (24) hours advance notice to the Employer.
- 28.8 Temporary employees may be terminated at the Employer's discretion with either sufficient notice or payment in lieu of notice as outlined in the *Employment Standards Code*.

ARTICLE 29 – GRIEVANCE PROCEDURE

- 29.1 A grievance is defined as any difference arising out of interpretation, application, or administration of this agreement or alleged violation of this agreement.

a) **Step 1 – Informal**

Prior to submitting a written grievance the employee, with or without Union representation, will attempt to resolve the difference in consultation with his/her immediate supervisor within five (5) working days of the incident giving rise to the difference.

b) **Step 2**

If the difference is not resolved at Step 1, the grievance will be submitted in writing by the Union to the secretary-treasurer within five (5) working days. The secretary-treasurer, the Union and the grievor will meet within five (5) working days of the notice, to discuss the grievance. The secretary-treasurer will render his/her response to the grievance within five (5) working days of this meeting.

c) **Step 3**

If the grievance is not resolved at Step 2, the grievance may be submitted in writing by the Union to the Superintendent within ten (10) working days. The superintendent will review the grievance and render his/her response to the grievor within five (5) working days.

d) **Step 4**

If the grievance is not resolved at Step 3, the grievance may be submitted in writing by the Union to the Board within ten (10) working days. The Board will schedule a hearing for the Union and the grievor within ten (10) working days following the next scheduled Board meeting. The Board will respond in writing to the grievance within ten (10) working days following the hearing.

e) **Step 5 – Mediation**

If mutually agreed between the parties, within ten (10) working days of receiving the Step 4 response, the grievance may be referred to a third party grievance mediator to assist to resolve the grievance prior to referring the grievance to Arbitration.

The cost of the mediator shall be shared equally between the Employer and the Union.

If mediation fails the Union may refer the grievance to Arbitration within the time limits specified in the *Alberta Labour Relations Code*.

f) **Step 6 – Arbitration**

In the event that the grievance is not resolved at either Step 4 or Step 5, the Union may refer the grievance to Arbitration in accordance with the *Alberta Labour Relations Code*.

29.2 An employee is entitled to Union representation at any step of the grievance procedure, and the Union has carriage of all grievances.

29.3 The time limits specified in this Article shall not include Saturdays, Sundays and general holidays. Time limits and the requirements of the grievance procedure are mandatory; however, the time limits may be extended by mutual agreement of both parties in writing. Time limits will be waived for school closures and shall recommence on the first day that school recommences.

29.4 Union policy grievances and suspension or dismissal grievances shall commence at Step 2 of the grievance procedure.

ARTICLE 30 – SUBROGATION

- 30.1 If an employee receives sick leave or benefits from the Employer because of injury through the fault of another party, the Employer has subrogation rights. This means the employee may be required to make a claim to recover the amount of the sick leave or benefits from the other party. Depending on the outcome of the employee's claim, the employee may be obliged to reimburse the Employer for any sick leave or benefits that have been paid to the employee.
- 30.2 The Employer shall restore the employee's sick leave or benefits proportionate to the extent of any reimbursement received.

ARTICLE 31 – PRINTING OF AGREEMENT

- 31.1 A copy of the collective agreement will be made available to each employee. The costs associated with printing the collective agreement will be shared equally by both parties.

SIGNED ON BEHALF OF:

**FOR PRAIRIE LAND REGIONAL
DIVISION #25**

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES . LOCAL 829**

September 4, 2012

DATE

Aug 29/2012

DATE

APPENDIX A - JOB DESCRIPTIONS

Secretary I	The incumbent will have successfully completed grade 12.
Secretary II	<p>The incumbent will hold one of the following (note all certificates and diplomas must be granted from an accredited post secondary institution):</p> <ol style="list-style-type: none"> 1. Business Administration Certificate; 2. Office Administration Certificate; 3. Certificate in Management; 4. Accounting Technology Certificate; 5. Other business related certificate program; or 6. A minimum of 30 credits in the following disciplines: <ul style="list-style-type: none"> • Accounting/ bookkeeping; • Communications; • Personnel; • Software applications; • Office procedures; and • Management.
Secretary III	<p>The incumbent will hold one of the following (note that all certificates and diplomas must be granted from an accredited post secondary institution):</p> <ol style="list-style-type: none"> 1. Business Administration Diploma; 2. Office Administration Diploma; 3. Management Diploma; 4. Accounting Technology Diploma; 5. Other business related diploma; or 6. A minimum of 60 credits in the disciplines as noted above.
Librarian I	The incumbent will have successfully completed grade 12.
Librarian II	<p>The incumbent will hold one of the following (note that all certificates and diplomas must be granted from an accredited post secondary institution):</p> <ol style="list-style-type: none"> 1. Librarian Certificate; 2. Other related certificate program; or 3. A minimum of 30 credits in the following disciplines: <ul style="list-style-type: none"> • Reference fundamentals; • Collection development; • Communications; • Related software applications; • Related management applications; or • Organization of information and/or material management.
Librarian III	<p>The incumbent will hold one of the following (note that all certificates and diplomas must be granted from an accredited post secondary institution):</p> <ol style="list-style-type: none"> 1. Librarian Diploma; 2. Other related diploma; or 3. A minimum of 60 credits in the disciplines noted above.

Educational Assistant I	The incumbent will have successfully completed grade 12.
Educational Assistant II	<p>The incumbent will hold one of the following (note that all certificates and diplomas must be granted from an accredited post secondary institution):</p> <ol style="list-style-type: none"> 1. Teacher Assistant Certificate; 2. Certificate in Child and Youth Care; 3. Certificate program related to special needs children; 4. Related certificate program; or 5. A minimum of 30 credits in the following disciplines: <ul style="list-style-type: none"> • Roles and responsibilities of the teacher assistant; • Working with special needs children; • Assisting with program specific learning (language arts, math, etc.); • Child development; • Human relations; • Communications; or • Computer applications
Education Assistant III	<p>The incumbent will hold one of the following (note that all certificates and diplomas must be granted from an accredited post secondary institution):</p> <ol style="list-style-type: none"> 1. Teacher Assistant Diploma; 2. Diploma in Child and/or Youth Care; 3. Diploma program related to special needs children; 4. Other related diploma program; or 5. A minimum of 60 credits in the above disciplines.

APPENDIX B-PAY SCALE AND GRID

SEPTEMBER 1, 2011 (4.54%)

Educational Assistant			
Step	I	II	III
0	15.353	15.962	16.594
1	16.319	16.963	17.654
2	17.248	17.916	18.643
3	18.142	18.858	19.633
4	19.073	19.823	20.610
5	20.015	20.789	21.624
6	20.861	21.694	22.577

Librarian		
I	II	III
15.580	16.212	16.856
16.485	17.141	17.833
17.547	18.251	18.977
18.584	19.335	20.109
19.645	20.408	21.254
20.682	21.517	22.374
21.755	22.612	23.543

Secretary		
I	II	III
16.426	17.344	18.273
17.451	18.404	19.418
18.452	19.478	20.527
19.478	20.527	21.672
20.479	21.600	22.792
21.493	22.673	23.948
22.553	23.781	25.093

SEPTEMBER 1, 2012 (0.50%)

Educational Assistant			
Step	I	II	III
0	15.430	16.042	16.677
1	16.400	17.048	17.742
2	17.334	18.006	18.736
3	18.233	18.953	19.731
4	19.168	19.922	20.713
5	20.115	20.893	21.732
6	20.965	21.803	22.690

Librarian		
I	II	III
15.658	16.293	16.940
16.568	17.227	17.922
17.635	18.342	19.072
18.676	19.432	20.210
19.743	20.510	21.361
20.785	21.624	22.486
21.864	22.726	23.661

Secretary		
I	II	III
16.508	17.431	18.365
17.538	18.497	19.515
18.545	19.575	20.629
19.575	20.629	21.780
20.581	21.708	22.905
21.600	22.786	24.068
22.666	23.900	25.218

SEPTEMBER 1, 2013 (2.00%)

Educational Assistant			
Step	I	II	III
0	15.738	16.362	17.010
1	16.728	17.389	18.097
2	17.681	18.366	19.111
3	18.598	19.332	20.125
4	19.551	20.321	21.127
5	20.517	21.311	22.167
6	21.384	22.239	23.144

Librarian		
I	II	III
15.971	16.618	17.279
16.899	17.571	18.281
17.987	18.709	19.453
19.050	19.820	20.614
20.138	20.920	21.788
21.201	22.057	22.936
22.301	23.180	24.134

Secretary		
I	II	III
16.838	17.779	18.732
17.889	18.866	19.906
18.916	19.966	21.042
19.966	21.042	22.216
20.993	22.142	23.364
22.032	23.242	24.549
23.119	24.378	25.723

SEPTEMBER 1, 2014 (2.00%)

Educational Assistant			
Step	I	II	III
0	16.053	16.690	17.350
1	17.063	17.737	18.459
2	18.035	18.733	19.493
3	18.970	19.718	20.528
4	19.943	20.727	21.550
5	20.927	21.737	22.610
6	21.812	22.684	23.607

Librarian		
I	II	III
16.290	16.951	17.625
17.237	17.923	18.646
18.347	19.083	19.842
19.431	20.217	21.026
20.541	21.339	22.224
21.625	22.498	23.394
22.747	23.644	24.617

Secretary		
I	II	III
17.175	18.135	19.107
18.247	19.244	20.304
19.294	20.366	21.463
20.366	21.463	22.660
21.413	22.585	23.831
22.473	23.707	25.040
23.582	24.866	26.237

**LETTER OF UNDERSTANDING
BETWEEN
PRAIRIE LAND REGIONAL DIVISION #25
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 829**

RE: LONG TERM SERVICE JOINT COMMITTEE

The committee shall consist of two (2) representatives of the Board of Trustees, up to two (2) members of the Employer's central office administrative staff, two (2) representatives selected by the Union, two (2) members from the remaining support staff groups.

This committee is established to deal with Long Term Service.

The Committee shall meet no later than November 30, 2012 with the dates being determined by the parties.

The mandate of the committee is to discuss long term service only.

In witness, whereof, the parties have executed this Letter of Understanding the ___ day of _____, 2012.

**FOR PRAIRIE LAND REGIONAL
DIVISION #25**

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES , LOCAL 829**