

COLLECTIVE AGREEMENT

between



PRAIRIE LAND REGIONAL DIVISION #25

And

CUPE / *Canadian Union
of Public Employees*
LOCAL 5829

September 1, 2015 to August 31, 2018



15088 (02)

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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, 2015 until August 31, 2018 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 “Immediate supervisor” shall be the person the employee reports to on a daily basis.
- 2.7 Full-time Equivalency (FTE) for 10 month employees and 12 month Youth Wellness Workers for the purpose of this collective agreement shall be calculated as follows:
- Instructional Days as per the local school calendar, plus (+) all jurisdictional Professional Development Days, plus (+) additional days as defined for the position in Article 13 multiplied (x) by the number of hours per day for the position as defined in Article 13.
- 2.8 “Full-time Equivalency (FTE) for 12 month employees (excluding Youth Wellness Workers) for the purpose of this collective agreement shall be calculated as follows:
- 260 days multiplied(x) by the number of hours per day for the position as defined in Article 13.

ARTICLE 3 – UNION RECOGNITION

- 3.1 The Employer recognizes the Canadian Union of Public Employees, Local 5829 as the sole and exclusive collective bargaining agent for all employees of the Employer according to Certificate 10-2013 and 119-2013 or amendments thereto issued by the Labour Relations Board of Alberta.
- 3.2 a) Volunteers will not be used to replace or reduce the hours of a regular employee.
- b) Employees who are not covered by this Collective Agreement shall not perform the job of an employee in a regular position covered by this Collective Agreement except for the purposes of instruction or in urgent situations, and provided that the performing of this work does not reduce the full-time/part-time hours of work or pay of the employees.
- 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. The Employer shall deduct from payroll, a union initiation fee for all newly hired members. The initiation fee of \$2.00 shall be a one-time amount per member. This fee shall be remitted to the Local on a monthly basis with the dues deduction and shall be noted on the dues deduction list.
- 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 Employees will be paid in accordance with the pay scale and grid at Appendix A.
- 6.2 Ten (10) month Employees will be paid at the appropriate pay level for their position over a 12-month period.
- 6.3 Where a ten (10) month 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 Employer as per the Appendix A and Article 6.6. The Union shall be notified of grid placement.
- 6.6 In accordance with the Job Descriptions, 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 for Full-time employees shall occur on the employee's anniversary date.
- 7.2 Grid progression from one increment step to the next for Part-time employees will occur when an employee reaches the following 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:

CLASSIFICATION	HOURS TO INCREMENT
School Secretary	1274
Education Assistant	1092
Librarian	1274
Family Resource Workers (10 month)	1365
Food Services Worker (10 month)	1456
Career Practitioner	1274
Central Office	1950
Custodians	2080
Trades, Technicians	2080
Family Resource Workers (12 month)	1950
Youth Wellness Workers	1702.5

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.
- 9.4 When a new classification or position is created within the bargaining unit, the Employer will determine the wage rate and make available to the Union the applicable comparative information.

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 immediate supervisor, 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 For ten (10) month employees, 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 will be between the hours of 08:00 and 17:00 Monday to Friday.

CLASSIFICATION	HOURS PER DAY
School Secretary	7
Educational Assistant	6
Librarian	7
Central Office	7.5
Custodians	8
Trades, Technicians	8
Family Resource Workers	7.5
Youth Wellness Workers	7.5
Food Service Worker	8
Career Practitioner	7

- 13.2 School Secretaries will work an additional 10 days per year, prior to commencement of the school year and/or immediately following the last day of school at the discretion of the Principal. These additional days, authorized by the Principal shall be paid at the employee’s basic rate of pay.
- 13.3 Family Resource workers (10 month) will work additional non-instructional teacher days identified in the local school calendar.
- 13.4 Youth Wellness Workers are twelve (12) month employees that work two hundred and twenty-seven (227) days per year.
- 13.5 Flexibility, at the discretion of the employer, shall be given for an extended work day throughout the school year to allow for Friday’s off during the summer months or altered local school calendars. A written mutual agreement shall remain on each affected employees’ file for the duration of the arrangement.
- 13.6 The standard hours of work of an employee may be varied by mutual written agreement between the employee and the immediate supervisor. A copy of all written agreements will be sent to the Union.
- 13.7
 - a) 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.
 - b) When an employee is required to work twelve (12) hours or more they shall be entitled to an additional one-half (½) hour paid rest period.

ARTICLE 14 – OVERTIME

- 14.1 Overtime requires prior approval by the immediate supervisor.
- 14.2 Approval by the Employer for overtime after the fact shall not be unreasonably denied where overtime arises as a result of unforeseen circumstances under which it would be impossible to obtain prior approval.
- 14.3 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 (1½).
- 14.4 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 immediate supervisor.
- 14.5 An employee's banked hours remaining at June 30 for 10 month employees and August 31 for 12 month employees shall be paid out.
- 14.6 Callback
- a) An employee who is called back to work after completing their standard hours of work, or who is called back to work on a scheduled day off or general holiday, shall be paid at the overtime rate for all hours worked or for a minimum of two (2) hours, whichever is greater.
 - b) This clause shall apply to an employee who is contacted by, and responds to a work-related request from their immediate supervisor.

ARTICLE 15 – LAYOFF AND RECALL

- 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 within seventy-five (75) kilometers of the employee's workplace, provided the needs of the students are met in the following order:
- 1) Temporary Employees
 - 2) Permanent Employees

Any employee laid off may request placement on a casual list.

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 Ten-Month Employees

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's full-time equivalency.

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

16.2 Twelve-Month Employees

All employees who have been employed for thirty (30) consecutive days shall not normally be required to work on a general holiday and they shall be paid for the following general holidays based on their full-time equivalency:

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

16.3 When a general holiday falls on a Saturday or Sunday, the Employer shall designate an alternate day off in lieu of the general holiday.

16.4 An employee who is required to work on a general holiday shall be paid at the overtime rate of pay for all hours worked, or a minimum of two (2) hours, whichever is greater; or receive an alternate day off with pay, by mutual written agreement between the employee and immediate supervisor.

ARTICLE 17 – VACATION AND VACATION PAY

17.1 Ten-month Employees

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.

17.2 Twelve-month Employees

For each month worked an employee shall accrue paid vacation leave as follows:

- a) Fifteen (15) days vacation accrued at one and one quarter (1.25) days per month until the month in which the anniversary of the fifth (5th) year of continuous service is completed.
- b) Twenty (20) days vacation accrued at one and two thirds (1.667) days per month commencing in the month after completion of six (6) years of continuous service.
- c) Twenty-five (25) days vacation accrued at two and one twelfth (2.083) days per month commencing in the month after completion of twelve (12) years of continuous service.

17.3 A twelve (12) month employee shall be entitled to take three (3) weeks of unbroken vacation at one time. An employee's request to take more than three (3) weeks of vacation at one time shall not be unreasonably denied, based on the continued efficient operation requirements of the Division.

17.4 Employees will not be permitted to carry over more vacation credits than can be earned in one year.

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 six hundred dollars (\$600.00) per school year. Any unused portion of the above noted accounts may be carried over in accordance with ASEBP policy.

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.
- 18.7 A tool allowance of one hundred and fifty dollars (\$150.00) will be paid in January of each year to all employees employed as Mechanics to compensate the employees for use of their own tools.
- 18.8 a) The Employer will provide protective coveralls, safety glasses, gloves and any other protective equipment required by Health and Safety regulations required to be worn by an employee with the exception of steel-toed boots.
- b) Employees required to wear steel-toed work boots, will be reimbursed up to one hundred and fifty dollars (\$150.00) per year with proof of purchase.

c) A shoe allowance for custodians required to clean and wax floor, will be reimbursed up to one hundred and fifty (\$150.00) per year with proof of purchase.

18.9 Upon receipt of payment submitted to the Employer, Employees shall be reimbursed for professional membership fees directly applicable to the Employee's position.

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 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 After five (5) consecutive working days of illness, 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 immediate supervisor must approve such leave.

21.2 The immediate supervisor may grant leave of absences without pay in emergent situations.

21.3 Convocation Leave

Leave shall be granted for one (1) day to a member to attend convocation for themselves, their spouse or children.

21.4 Education Leave

Leave of absence may be granted for educational purposes. Requests for educational leave shall be submitted in writing to the Employer three (3) months in advance of the commencement of the leave. An educational leave of absence shall be without pay and benefits.

ARTICLE 22 – COMPASSIONATE CARE AND BEREAVEMENT LEAVE

- 22.1 a) Full-time employees are eligible for five (5) days with pay 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.
- b) An Employee shall be granted an unpaid leave for up to eight (8) weeks, in accordance with the provisions of the Employment Insurance Compassionate Benefit Plan, to care for a near relative who has a serious medical condition with a significant risk of death. Should the Federal Government extend the EI benefits past the eight (8) weeks, the employee will be granted the same extension from the Employer. The employee shall suffer no loss of benefits or seniority while on such leave. Employees on such leave are to be considered continuously employed for the purpose of calculating vacation and other entitlements. On return from leave, Employees will be placed in their former position.

22.2 Bereavement Leave

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, 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.

- 22.3 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 immediate supervisor, should extra time be required for travel.

- 22.4 Two (2) working days of paternal leave with pay will be provided to an employee, occasioned by the birth of his child.

22.5 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 Employer closes a facility as a result of a deficiency in plant operations, employees who are scheduled to work on that day and not required to remain at work, 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 immediate supervisor 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 immediate supervisor. 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 jurisdictional professional development days, employees will be entitled to be reimbursed for kilometrage. Use of divisional vehicles is encouraged.

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.

ARTICLE 32 – TRAVEL REQUIRED FOR WORK PURPOSES

- 32.1 Employer vehicles will be utilized for travel that is necessary to conduct the ongoing business of the Employer. In exceptional circumstances, and at the discretion of the employee, a personal vehicle may be utilized when it is determined that it provides greater safety given road or weather conditions.
- 32.2 Should an Employer vehicle not be available; travel expenses will be reimbursed in accordance with the Employer's policy.
- 32.3 If specified as a condition of employment, the employee shall provide and maintain, at their own expense, a reliable, properly licensed and insured automobile for carrying out the duties and responsibilities of their position.
- 32.4 If specified as a condition of employment, employees will be reimbursed for the increased liability and business insurance on a personal vehicle to an amount equivalent to the additional cost for maintaining this insurance. An employee shall submit evidence of the additional cost for carrying this insurance to the Employer prior to June 30 of the school year corresponding to the insured period.

ARTICLE 33 – DISCRIMINATION AND HARASSMENT

33.1 The Employer and the Union are committed to creating and maintaining a work environment in which all individuals are treated with dignity and respect. The Employer and the Union agree that there shall be no discrimination exercised or practiced with respect to any employee covered by this Agreement by reason of any prohibited grounds of discrimination identified in the *Alberta Human Rights Act* or the *Alberta Labour Relations Code*. This shall include by reason of their membership or non-membership in a trade Union or for exercising any rights under this Agreement.

ARTICLE 34 – JOB DESCRIPTIONS AND RECLASSIFICATION

34.1 Job Descriptions

The Employer shall maintain all job descriptions on an ongoing basis and shall provide job descriptions to the Employee and the Union. The Union shall be notified of all revised job descriptions.

34.2 Reclassification

Where an Employee believes that their position is not properly classified the Employee shall be entitled to a review of this classification. The Employee shall send a written request for review to Human Resources with a copy to the supervisor and the Union. Such written request shall identify the nature of the request, the class being requested (if applicable) and the changes in the work justifying the request.

Within 30 days of the receipt of the request for reclassification, the supervisor and employee shall prepare an updated job description. Within 30 days of receipt of the updated job description, Human Resources will conduct a job audit and prepare a comparative analysis report and recommendation. If both parties are in acceptance of the HR recommendation, pay review will be forwarded to the Superintendent or Secretary-Treasurer for approval.

If a disagreement occurs at any time during this process, the employee may appeal to a Reclassification Committee of four to six members, with equal representation from the employer and the union. The committee shall meet to determine the outcome of the reclassification request within 30 days of receipt of an appeal request. In situations where the Committee is evenly split in voting on issues before it, the matter will be forwarded to Arbitration.

Where an Employee is reclassified to a higher level, the effective date of reclassification shall be retroactive to the submission date of the reclassification request. Changes in pay rate will also become effective retroactive to the submission date of the reclassification request.

Where an Employee is reclassified to a lower level, the employee's salary will be maintained at the current pay rate (i.e. red circled). The employee will not be entitled to receive increments or increases in salary until their current salary falls within the pay rate of the appropriate classification.

An Employee may seek advice from the Union at any time during this process.

Signed this 19th day of December, 2017

**FOR PRAIRIE LAND REGIONAL
DIVISION #25**

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

















APPENDIX 'A' – WAGE GRID

CLASSIFICATION	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Clerk							
01/09/15		22.629	23.534	24.476	25.454	26.473	
01/09/16		22.855	23.770	24.721	25.709	26.738	
01/09/17		23.084	24.008	24.968	25.966	27.005	
Administrative Assistant							
01/09/15		21.933	22.810	23.722	24.672	25.658	
01/09/16		22.152	23.038	23.959	24.918	25.915	
01/09/17		22.374	23.269	24.199	25.168	26.174	
Career Practitioner							
01/09/15	30.325						
01/09/16	30.628						
01/09/17	30.934						
Custodian							
01/09/15		18.671	20.072	21.576			
01/09/16		18.858	20.272	21.792			
01/09/17		19.046	20.475	22.010			
Educational Assistant I							
01/09/15	16.374	17.404	18.396	19.349	20.342	21.346	22.248
01/09/16	16.538	17.578	18.580	19.543	20.545	21.559	22.471
01/09/17	16.703	17.754	18.765	19.738	20.751	21.775	22.695
Education Assistant II							
01/09/15	17.024	18.092	19.108	20.112	21.142	22.172	23.138
01/09/16	17.194	18.273	19.299	20.313	21.353	22.393	23.369
01/09/17	17.366	18.455	19.492	20.517	21.566	22.617	23.603
Educational Assistant III							
01/09/15	17.697	18.828	19.883	20.939	21.981	23.062	24.079
01/09/16	17.874	19.016	20.082	21.148	22.201	23.293	24.320
01/09/17	18.053	19.207	20.283	21.359	22.423	23.526	24.563
Executive Assistant I							
01/09/15		25.487	26.507	27.567	28.669	29.816	
01/09/16		25.742	26.772	27.842	28.956	30.114	
01/09/17		25.999	27.040	28.121	29.245	30.415	
Family Resource Worker							
01/09/15		29.348	31.081	32.507	34.543	36.584	38.620
01/09/16		29.642	31.392	32.832	34.889	36.950	39.006
01/09/17		29.938	31.706	33.161	35.238	37.320	39.397
Food Services Worker							
01/09/15		14.953	16.611				
01/09/16		15.103	16.777				
01/09/17		15.254	16.945				

CLASSIFICATION	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
IT Technician I							
01/09/15		28.876	30.032	31.232	32.482	33.781	
01/09/16		29.165	30.332	31.545	32.807	34.119	
01/09/17		29.457	30.636	31.860	33.135	34.460	
IT Technician II							
01/09/15		31.444	32.701	34.009	35.370	36.784	
01/09/16		31.758	33.028	34.349	35.723	37.152	
01/09/17		32.076	33.358	34.692	36.080	37.524	
Labourer							
01/09/15		17.776	19.226	20.795			
01/09/16		17.953	19.418	21.003			
01/09/17		18.133	19.612	21.213			
Librarian I							
01/09/15	16.616	17.582	18.714	19.820	20.952	22.058	23.202
01/09/16	16.782	17.758	18.901	20.018	21.161	22.278	23.434
01/09/17	16.950	17.935	19.090	20.218	21.373	22.501	23.668
Librarian II							
01/09/15	17.290	18.281	19.465	20.621	21.766	22.948	24.117
01/09/16	17.463	18.464	19.659	20.828	21.983	23.177	24.358
01/09/17	17.638	18.649	19.856	21.036	22.203	23.409	24.602
Librarian III							
01/09/15	17.978	19.019	20.239	21.447	22.668	23.862	25.109
01/09/16	18.157	19.209	20.441	21.661	22.895	24.100	25.360
01/09/17	18.339	19.401	20.646	21.878	23.124	24.342	25.614
Maintenance Worker I Mechanic 1 Journeyman							
01/09/15		29.626	30.811	32.043	33.325	34.659	
01/09/16		29.922	31.119	32.364	33.659	35.005	
01/09/17		30.221	31.430	32.687	33.995	35.355	
Maintenance Worker II Journeyman Foreman							
01/09/15		37.084					
01/09/16		37.455					
01/09/17		37.830					
Apprentice (80% of JM)							
01/09/15		23.701	24.649	25.635	26.664	27.730	
01/09/16		23.938	24.896	25.891	26.930	28.007	
01/09/17		24.177	25.145	26.150	27.200	28.287	
Mechanic II							
01/09/15		32.712	34.021	35.382	36.797	38.268	
01/09/16		33.040	34.361	35.736	37.164	38.651	
01/09/17		33.370	34.705	36.093	37.536	39.038	

CLASSIFICATION	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Secretary I							
01/09/15	17.519	18.612	19.680	20.773	21.841	22.922	24.054
01/09/16	17.694	18.798	19.877	20.981	22.060	23.152	24.294
01/09/17	17.871	18.986	20.075	21.191	22.280	23.383	24.537
Secretary II							
01/09/15	18.498	19.629	20.773	21.892	23.037	24.181	25.363
01/09/16	18.683	19.825	20.981	22.111	23.267	24.423	25.617
01/09/17	18.870	20.023	21.191	22.332	23.500	24.667	25.873
Secretary III							
01/09/15	19.489	20.710	21.892	23.113	24.308	25.541	26.762
01/09/16	19.684	20.917	22.111	23.344	24.551	25.796	27.029
01/09/17	19.881	21.126	22.332	23.578	24.796	26.054	27.300
Youth Wellness Worker							
01/09/15	26.961						
01/09/16	27.230						
01/09/17	27.503						

Wage increases are as follows:

Effective September 1, 2015 2% increase
Effective September 1, 2016 1% increase
Effective September 1, 2017 1% increase

All wage increases are retroactive and are to be paid the first pay period following ratification.

LETTER OF UNDERSTANDING #1

BETWEEN

PRAIRIE LAND REGIONAL DIVISION #25

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5829

RE: JOB DESCRIPTIONS

The parties agree that the Employer shall complete updated Job Descriptions for all classifications covered within the Collective Agreement within four (4) months of ratification of this agreement.

Signed this 19th day of December, 2017

FOR PRAIRIE LAND REGIONAL
DIVISION #25

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 829
















