COLLECTIVE AGREEMENT

- between -

CLEARVIEW PUBLIC SCHOOLS

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
Local 4292

September 1, 2016 - August 31, 2017

Canadian Office & Professional Employees Local #491

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COLLECTIVE AGREEMENT

BETWEEN:

CLEARVIEW SCHOOL DIVISION NO. 71
(hereinafter called the "Board")

Party of the First Part

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4292
(hereinafter called the "Union")

Party of the Second Part

PREAMBLE:

WHEREAS the terms and conditions of employment and the salaries have been the subject of negotiations between the parties.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these premises and of the mutual and other covenants herein contained, the parties agree as follows:

ARTICLE 1 – Interpretation & Definitions

1.1 Employee

a) The term "Clerical" when used in this agreement shall mean an employee who occupies a classification listed in Appendix A.

b) The term "Custodial" when used in this agreement shall mean an employee who occupies a classification listed in Appendix B.

c) "Regular full-time employee" shall mean one who occupies a regular position established by the Board and who is regularly scheduled to work the normal hours of work for full-time employment as specified in this Agreement.

d) A "Regular part-time employee" is one who occupies a regular position established by the Board and who is regularly scheduled to work less

than the normal hours of work for full-time employment as specified in this agreement.

e) A "temporary employee" is one who occupies a temporary position established by the Board who is hired for a specific period of time and is not considered as a regular employee. A temporary employee may work either full-time or part-time hours of work. If a temporary employee, as of September of each year, is expected to work 1200 or more hours for the year the employee shall be eligible for the benefits outlined in Clause 23.2.

f) A "probationary employee" shall mean either a regular or temporary employee who is serving a probationary period.

g) "Casual employee" is one who is hired to work occasionally for the Board and is not a regular or temporary employee.

ARTICLE 2 – Bargaining Unit

2.1 The Board recognizes the Canadian Union of Public Employees Local 4292, as the sole and exclusive bargaining agent as described in the Alberta Labour Relations Board certificates No. 120-99 and No. 121-99 and all amendments thereto comprising all custodial employees employed at the Stettler School Complex and all office and clerical employees at Central Office, and hereby consents and agrees to negotiate with the Union, as required by the terms of this Agreement.

2.2 Union business may take place during an employee's working hours and/or on the Board's premises where prior permission by the Board has been granted.

2.3 No employee shall be required or permitted to make any written or verbal agreement with the Board or its representatives which conflict with the terms of this Collective Agreement.

2.4 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or the pay of any employee.

ARTICLE 3 – Membership & Dues Deductions

3.1 Membership in the Union is voluntary, however, once an employee becomes a member in good standing, the employee shall remain a member of the Union in good standing.

3.2 The Employer shall deduct from every employee any dues levied by the union on employees. The deduction will be made from the last pay in a month and remitted to the Secretary-Treasurer of the Union on or before the fifteenth (15^{th}) day of the following month. A statement shall accompany these deductions indicating from whom the deductions were made, and the amount of each deduction.

3.3 Dues will be deducted from an employee as long as the employee is receiving salary from the Board.

3.4 There shall be no discrimination by the Board or the Union against an employee because of membership or non-membership in the Union.

3.5 The Union agrees to indemnify and save the Board harmless from any liability or action out of the operation of this Article.

3.6 Upon request by the Union, but no more than once per year, the Employer shall provide an updated list of employees covered under this agreement as well as their addresses and phone numbers.

ARTICLE 4 - Management Rights & Reservations

4.1 The Management of the School Division and the direction of the working force are vested solely with the Board, and subject to the terms of this Collective Agreement. The Board retains the historical, traditional and residual rights not limited by the terms of this Agreement.

ARTICLE 5 - Committees & Representatives

5.1 No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without proper authorization of the Union. In order that this may be carried out, the Union will supply the Board with the names of its officers.

5.2 The Board recognizes the Committees as hereinafter described:

a) Negotiating Committee: A maximum of three (3) employees, who at the discretion of the Union, may have the assistance of counsel.

b) Grievance Committee: Two (2) employees, in addition to the grievor, who shall deal with a grievance up to Step 2 of the Grievance Procedure.

i) In order to provide an orderly and speedy procedure for the settling of grievances, the Employee acknowledges the rights and duties of the Union Grievance Committee and the Union Steward. The Steward shall assist any employee which the Steward represents, in preparing and presenting the employee's grievance in accordance with the grievance procedure, providing this shall not interfere with their normal duties.

ii) The Union shall notify the Board in writing of the name of each Steward and the department(s) or division each Steward represents and the name of the Chief Steward, before the Board shall be required to recognize any of them. The Union shall notify the Board, in writing, of the names of the Union Grievance Committee.

5.3 Employees serving on the Negotiating Committee, or the Grievance Committee and where meeting with the Board, shall not lose any pay for the meetings which occur during regular working hours. No pay shall be forthcoming for meetings held outside the regular working hours.

5.4 A representative of the Union who is not an employee of the Board, may enter the premises of the Board after first receiving permission from the office of the Secretary-Treasurer. The operations of the Board shall not be interfered with by the representative while on Board property.

ARTICLE 6 - Correspondence

6.1 Correspondence between the Board and the Union shall be directed to the Secretary-Treasurer and the Secretary of the local respectively. The Board agrees to supply a copy of correspondence involving a grievance directed to an individual employee to the Union.

ARTICLE 7 - New Classifications

7.1 If the Board creates a new classification coming under the scope of this Collective Agreement and which is not included in the salary schedule in this Agreement, the Board shall establish the salary structure and then give written notice to the Union within five (5) working days from the date the new classification is established.

7.2 If the Union fails to object in writing within thirty (30) calendar days of receipt of the notice of the Board, the salary structure shall be considered as established.

7.3 If the Union objects to the salary structure established by the Board and by negotiation succeeds in revising the salary structure, the revised salary structure shall be retroactive to the date the new classification was implemented.

7.4 Failing resolution of the matter by negotiation, the salary rate(s) may be referred to the next scheduled round of collective bargaining.

7.5 Job Descriptions

The Board agrees to draw up job descriptions for all positions for which the Union is the bargaining agent. The Board shall supply job description(s) to the Employee(s) and the Union. The Union shall be notified of all revised job descriptions.

7.6 Elimination of Present Classification

Classifications or positions which are no longer required may be deleted, and such deletions shall not be done without prior notification to the Union.

7.7 Change in Classification

Where an Employee believes they are improperly classified because the job duties of a position have changed, the Employee shall be entitled to a review of their classification. The Employee shall send a written request for review to Human Resources with a copy to the supervisor and the Union. Human Resources will work with the Employee and supervisor to update the job description.

7.8 Where an Employee's position is reclassified to a higher level, the Employee shall be paid at least the salary of the previous position at the time of the reclassification and will be paid based on the new classification, thereafter.

7.9 Where an Employee is reclassified to a higher level, the effective date of classification or reclassification shall be the earlier of:

(a) the date the new position was first filled by the Employee; or

(b) the first day of the pay period in which the Employee's written request for review was received by the Employer.

The notice of reclassification shall clearly state the effective date as well as the effective date of the next step advance (if applicable).

7.10 If an Employee's job is reclassified to a lower level by the Employer, the incumbent(s) will not suffer any loss of pay for a period of six (6) months.

ARTICLE 8 - Transfers, Promotions & Appointments

8.1 A transfer means a lateral move in the bargaining unit, within the classification, or to an equivalent classification, at no loss of pay.

8.2 A promotion means a vertical move to a higher paid classification contained in this Agreement, and similarly, a demotion means a vertical move to a lower paid classification contained in this Agreement.

8.3 An appointment means a vertical move to a supervisory classification, out of the scope of this Agreement. Such appointees rely solely on the policy or other agreements relating to that classification, and are not subject to the provisions of this Agreement.

8.4 In making promotions or transfers within the scope of this agreement, the required knowledge, qualifications and skills contained in the job posting shall be the primary considerations. Where two (2) or more applicants are equally qualified to fulfill the duties of the position, seniority shall be the determining factor.

8.5 When a position becomes vacant or a new position is created, inside the bargaining unit, and the Board decides to fill the vacant or new position,

the Board shall post notice of the position on the Staff Room bulletin board in the Board's Office and the bulletin board in the Custodian's meeting room in the Stettler School Complex for a minimum of seven (7) calendar days in order that all employees under this collective agreement will know about the position and be able to make written application.

8.6 When, because of inability to perform the duties of the employee's position, or because of health, or by request, an employee is transferred to a lower classified position, the employee's rate will be adjusted immediately to the rate of the classification to which the employee is transferred.

8.7 Understanding that the Stettler School Complex is considered one (1) building by the Employer and due to the nature of the industry and the high quality of service that must be provided to the schools, which is and must be the first concern of the Board and its employees, it will at times be necessary to transfer employees from one area to another or from one job to another. The Employer will discuss the reasons for the transfer with the affected employee(s) prior to the transfer being implemented.

8.8 Position(s) becoming vacant as a result of an Employee making application for retirement, the position shall be posted thirty (30) days prior to such vacancy occurring, subject to article 8.5.

ARTICLE 9 - Probationary Period

9.1 Any new employee appointed to a position within a classification covered by this Agreement, shall serve a probationary period of three (3) months shifts worked from the date of the employee's commencement of service.

9.2 If a new employee is unsatisfactory in the opinion of the Board, the employee may be discharged at any time during the probationary period, and the discharged employee shall not have recourse to the grievance procedure but shall have the ability to meet with the Supervisor and a Union representative to review the reasons for the termination.

9.3 Prior to the completion of the probation period, the Employer shall meet with the Employee to discuss the various aspects of job performance. Should the Employer determine that an extension of the probation period is required, such extension shall be communicated to the Employee in

writing outlining the concerns at least five (5) days prior to the completion of their probation period. The Union will be notified of this decision in writing.

The extension of a probation period shall not exceed an additional two (2) months.

The Union will be copied on all correspondence related to the extension of a probation period.

9.4 Trial Period

When an Employee is promoted within the bargaining unit, the Employee shall be placed on a trial period for a maximum of three (3) months. At any point during the trial period, if the Employee does not satisfactorily perform the duties of the new classification or if the Employee does not wish to continue in the position, they shall be returned to their former position. Any other Employee affected by this reversion shall be returned to their former position.

9.5 A regular employee who has completed a probationary period, and who subsequently changes position, except as outlined under Article 9.4, shall not have to serve another probationary period.

9.6 An employee who terminates service with the Board and at a later time is re-employed by the Board to work in the same classification or any other classification in the bargaining unit, shall again serve the probationary period as required in clause 9.1.

ARTICLE 10 - Seniority: Bargaining Unit

10.1 Seniority is defined as the length of continuous service of regular employees in a classification, after having successfully completed the required probationary period.

10.2 Seniority will continue to accrue during:

a) a period when continuous salary and benefits are paid by the Board to or on behalf of an employee;

b) a Board approved leave of absence;

c) Worker's Compensation Leave;

d) maternity/parental leave;

e) a temporary promotion outside the bargaining unit;

f) bereavement/critical illness leave;

g) jury duty and court services;

h) vacation period;

i) period of lay-off up to seven (7) months;

j) a period, not exceeding eighteen (18) months, when an employee is absent from work because of illness or injury.

10.3 Accumulated seniority shall not be lost but seniority shall not accrue during:

a) a disciplinary suspension that is not reversed by grievance procedure;

b) any unapproved absence;

c) except as provided in clause 10.2(e) above any period of service outside the bargaining unit.

d) a Worker's Compensation leave in excess of seven (7) months.

10.4 Seniority shall be lost when an employee:

a) is discharged for cause and is not reinstated;

b) is terminated or terminates;

c) fails to report to work on recall after being laid off;

d) retires;

e) is laid off in excess of seven (7) months;

f) is absent from work because of illness or injury for a period exceeding eighteen (18) months.

ARTICLE 11 - Lay-off & Recall

11.1 Lay-off is not a normal occurrence but may be necessary in certain circumstances.

11.2 a) Except in cases of an unforeseen or emergent circumstance, the Board will notify a regular employee, who is to be laid off ten (10) working days prior to the date the lay-off is to commence, or provide one day's pay for each work day the notice period is short of the required notice.

b) In the event that a lay-off is necessitated by an unforeseen or emergent circumstance, the required notice period shall be reduced to a period of three (3) work days, or one day's pay for each work day the notice period is short of the required notice. A strike by another bargaining unit is an example of a circumstance under this provision.

c) Casual and temporary employees may be laid off upon being notified at the beginning of the shift on the day the lay-off is to be effective.

d) Within a classification no regular employee shall be laid off before a casual or temporary employee.

11.3 In the event of a lay-off, employees shall be laid off by classification in the reverse order of seniority provided the remaining employees, in the opinion of the Board, have the qualifications and ability to perform the work available.

11.4 Employees shall be recalled by classification, when work becomes available, in the order of seniority, provided, in the opinion of the Board, they have the qualifications and ability to do the work available.

11.5 Notwithstanding the foregoing, where the *Employment Standards Code* provides longer notice of termination than is herein provided, the *Employment Standards Code* shall govern.

11.6 In the event the Board is unable to contact the employee personally, recall shall be deemed to have been carried out ten (10) days after delivery of a double registered letter to the last known address of the employee as shown on the Board's records and, if the letter is returned to the Board, recall shall be deemed to have been carried out effective the date the letter is returned to the Board.

11.7 An employee who does not return from lay-off as required, shall be considered to have voluntarily terminated employment with the Board.

ARTICLE 12 - Termination of Employment

12.1 a) Except in cases of discharge for cause, the Board shall give thirty (30) calendar days' notice of termination of employment. The Board shall compensate an employee with pay in lieu of notice, when such notice cannot be given.

b) Employees shall, when possible, give thirty (30) calendar days notice when terminating employment with the Board.

c) When any Employee is disciplined or discharged the Employer will give full details of the infraction or reasons in writing, with a copy to the Union.

12.2 An Employee who is discharged shall receive termination entitlements at the time the employee leaves the Board. An employee who voluntarily leaves the employ of the Board shall receive wages and vacation pay to which the employee is entitled at the next regular pay day following the day on which the employee terminates employment.

ARTICLE 13 - Hours of Work

13.1 a) Clerical

It is understood that the working hours will normally be arranged on a five (5) day/thirty-five (35) hour work week, Monday to Friday inclusive.

b) Custodial

It is understood that the working hours will normally be arranged on a five (5) day/forty (40) hour work week, Monday to Friday inclusive.

The Employer will normally schedule Custodial hours of work on non-student days between the hours of 7:00 am and 5:00 pm daily, Monday to Friday.

13.2 All employees shall be permitted a rest period of fifteen (15) consecutive minutes, both in the first three and one half (3 1/2) hours and second three and one half (3 1/2) hours of any given work shift.

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

13.4 The Employer shall develop a master schedule for the length of up to a four (4) week period including a weekend rotation schedule. The schedule shall continually repeat or rotate itself without alteration. Where such alteration becomes necessary, the new shift schedule shall be posted no less than one (1) week in advance.

13.5 The Employer will schedule caretakers for weekend shifts into the master schedule. The Employer may schedule casual Employees for the master schedule. Employee's may find a replacement caretaker from the Employer approved Casual Caretaker list. If the employee is unable to find a casual caretaker to work a weekend shift then the employee scheduled to work the weekend is responsible for the shift. The parties agree that all Employees at the Stettler School Complex shall be included in the weekend rotation where the Employer has not scheduled a casual Employee.

ARTICLE 14 - Overtime

14.1 Clerical

a) Hours eligible for overtime pay are those hours worked beyond eight (8) hours per day or forty (40) hours per week, Monday to

Friday inclusive whenever possible, and must be authorized in such manner and by such persons as directed by the Board.

b) Overtime will be paid at the rate of time and one-half the employee's basic hourly rate.

c) Instead of cash payment for time worked beyond those hours outlined in 13.1 a), an employee may choose to receive time off at straight time for such accumulated time to be taken at a time mutually agreed to by the Employee and the Employee's direct supervisor. An employee may only accumulate a maximum of 21 hours in any given calendar year. Any accumulated time not scheduled to be taken off by the end of the calendar year shall be paid out.

14.2 Custodial

a) Hours eligible for overtime pay are those hours worked beyond eight (8) hours per day or forty (40) hours per week and must be authorized in such manner and by such persons as directed by the Board. Overtime hours shall be paid at the rate of one and one half (1 ½) times the employee's basic hourly rate.

b) Overtime following an employee's shift will be paid at the rate of time and one-half (1 ½) the employee's basic hourly rate. This overtime payment will cease and the employee's normal rate will apply at the start of the employee's next regular working period.

c) In the event of a callback, the employee will be paid for a minimum of three (3) hours at the employee's regular rate of pay or at the employee's overtime rate of pay for the actual time worked, whichever is the greatest. Callback is defined as work performed after normal working hours which the employee was not advised of during the employee's regular working hours.

d) Instead of cash payment for time worked beyond those hours outlined in 14.2 a), an employee may choose to receive time off at straight time for such accumulated time to be taken at a time mutually agreed to by the Employee and the Employee's direct supervisor. An employee may only accumulate a maximum of 21 hours in any given calendar year. Any accumulated time not scheduled to be taken off by the end of the calendar year shall be paid out.

ARTICLE 15 – Salaries

15.1 The salary schedules in Appendix A and Appendix B of this Agreement, shall be applicable to all employees covered by this Agreement on the dates and year indicated.

15.2 Provisions of the Agreement in respect of salary, sick leave, vacations, statutory holidays, leaves, health plan benefit contributions and all other benefits, shall be, where applicable to part-time employees, applied on a pro-rata basis and they shall receive each year only that proportion of salary and benefits that their period of actual service in the year bears to a year of full time service.

15.3 The Board agrees to maintain a calendar month pay system with the month end payment by direct deposit on the 27th day of each month. In the event that the 27th day falls on a non-banking day then payment shall be made on the last banking day preceding the 27th.

15.4 The Boards contribution to health plan benefits, under Article 23.2, will be paid when a regular Employee is absent from work for short term absences of less than thirty (30) calendar days, sick leave to a maximum of ninety (90) calendar days, and if the Employee is eligible for extended disability benefits with ASEBP or WCB (as applicable) to a maximum of two years. For all other absences, the payment of the full cost of premium contributions will be the responsibility of the Employee.

ARTICLE 16 - Named Holidays

16.1 All regular employees will be paid their normal basic pay for the Named Holidays listed below:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day

- Boxing Day

a) Clerical

In addition to the foregoing, one Flex Day at Christmas to be scheduled as the direct supervisor and the Employee mutually agrees.

b) Custodial

In addition to the foregoing, four (4) hours of the day immediately preceding Christmas, and four (4) hours preceding New Year's Day.

c) Where Easter Monday is a regular teaching day for schools, time off in lieu will be given on the Monday of the Spring Break.

d) Where Remembrance Day falls on a day that is a normal day off for the regular employee, a day off in lieu for the Named Holiday shall occur during the Christmas break or at another time that is mutually agreeable between the Employee and the Employer.

16.2 An employee will not be eligible for a Named Holiday or pay for Holiday when:

a) The employee is absent from work without the consent of the Board on either the last regular scheduled work day immediately preceding, or the first regular scheduled working day immediately following the Named Holiday.

b) A Named Holiday falls within a period of paid leave (other than vacation) or non-paid leave, the Named holiday will be considered as part of that leave, and will not be granted again at the end of such leave.

16.3 Where a Named Holiday falls during an employee's designated vacation period, an extra day with pay will be granted to be taken in conjunction with the employee's vacation period.

16.4 Where any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Board.

16.5 Where an employee works on a Named Holiday they shall be paid one and one-half times (1 ½ x) this basic rate of pay for all hours worked on the Named Holiday.

ARTICLE 17 - Vacations

17.1 For the purpose of this Article, "vacation year" means the twelve (12) month period commencing on the first (1st) day of September in each year, and concluding on the thirty-first (31st) day of August in the following year.

17.2 Vacation entitlement, according to the following schedule, is earned during each vacation year of continuous service, and taken during the following vacation year.

a) One year or less of complete continuous service up to and including August 31st of a vacation year, each employee shall be entitled to vacation days with pay based on the number of full months worked divided by 12 times 10 days (4%).

b) After one (1) year of complete continuous service up to and including o August 31st of a vacation year, each employee shall be entitled to fifteen (15) working days (6%) vacation with pay.

c) After five (5) years of complete continuous service up to and including August 31st of a vacation year, each employee shall be entitled to seventeen and one half (17.5) working days' vacation with pay.

d) After ten (10) years of complete continuous service up to and including August 31st of a vacation year, each employee shall be entitled to twenty (20) working days' vacation with pay.

e) After fifteen (15) years of complete continuous service up to and including August 31st of a vacation year, each employee shall be entitled to twenty-two and one half (22.5) working days' vacation with pay.

f) After twenty (20) years of complete continuous service up to and including August 31st of a vacation year, each employee shall be entitled to twenty-five (25) working days' vacation with pay.

g) After twenty-five (25) years of complete continuous service up to and including August 31st of a vacation year, each employee shall be entitled to thirty (30) working days' vacation with pay.

For Employees employed at September 1st, 2016, where the annual vacation entitlement at August 31st, 2016 is greater than the revised September 1, 2016 vacation entitlement, the Employee shall receive the higher entitlement until the annual entitlement is equal to the revised vacation entitlement. Thereafter, the Employee will be provided vacation entitlement on the revised September 1st, 2016 vacation schedule.

17.3 A vacation calendar will be posted by May 1st of each year. Employees will have to May 31st to select their vacation preference.

17.4 Seniority shall be considered where there is a dispute regarding preference for the time when vacations are to be taken.

17.5 a) Except on terminations, pay in lieu of vacation time will not be permitted.

b) Vacation pay on termination of employment will be paid on a pro-rata basis according to clause 17.2.

ARTICLE 18 - Sick Leave Provisions

18.1 Sick leave is the period of time a regular employee is permitted to be absent with full pay due to sickness, disability, quarantine or accident not covered by Workers' Compensation.

18.2 In each calendar year, a regular employee shall earn sick leave at the rate of two (2) days per month for each month worked or majority of month worked and during any period of approved vacation leave.

18.3 The unused portion of a regular employee's sick leave shall accumulate for the employee's future benefit to a maximum of seventy-five (75) work days.

18.4 A deduction shall be made from accumulated sick leave of all the regular employee's work days, exclusive of named holidays under Article 16, that the employee is absent for sick leave.

18.5 When a regular employee is on leave of absence or laid off, the employee shall retain their accumulative credit, if any, that exists at the time of such absence or lay-off.

18.6 a) For illness of 3 days or less, if proof of illness is required by the Board, the Board may require a certificate from the employee's attending medical doctor and/or a statement signed by the employee substantiating the illness.

b) For illness of more than 3 days, an employee shall provide proof of illness acceptable to the Board upon return to work.

18.7 a) Regular employees shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under the Alberta School Employees Benefit Plan.

b) When a regular employee is eligible for the long-term disability benefits contained elsewhere in this Agreement, the provisions for sick leave shall be suspended.

c) For the purpose of this Agreement, an interrupted absence for the same illness shall be counted as one illness.

18.8 An employee returning from illness or injury shall return to his/her former position or to an equivalent position with the same rate of pay and benefits.

18.9 An Employee shall be granted up to five (5) days from their Casual Sick bank in any one September 1 to August 31 period without loss of pay or benefits, in the event of illness or hospitalization of an immediate family member including parent, spouse (including common-law and same gender partner), child or others when arrangements or care cannot be provided by another family member.

ARTICLE 19 - Leave of Absence

19.1 a) A Leave of Absence under this Article is a written authorization for an employee to be absent from work for a definite period of time which has been approved in advance by the Board.

b) The Board will not be required to grant a Leave of Absence to allow an Employee to take employment with another organization.

19.2 All requests for leave shall be made in writing and shall be made at least two (2) weeks prior to the beginning of the leave, except in situations of an unforeseen or emergency nature, in which case the employee's request shall be made as soon as the employee becomes aware of the situation which prompted the request for leave.

19.3 An employee, who has been granted a leave of absence and fails to return on the date granted by the Board, shall be deemed to have abandoned the employee's position, and will be considered as a voluntary termination.

19.4 In a leave of absence for a period of greater than ten (10) months, the Board may find it necessary to fill the vacancy created on a permanent basis. In this event, the employee on an extended leave greater than ten (10) months, shall be offered, following the completion of the leave, the first position available in the classification held by the employee before the granting of the leave.

19.5 Leave with pay, without pay, or without pay and benefits may be granted by the Board at the request of an employee.

19.6 Maternity/Parental leave shall be granted pursuant to the Employment Standards Code.

19.7 a) During any approved leave of absence without pay of up to thirty (30) calendar days, the Board shall continue to pay its portion of the premium contributions towards the health insurance plans.

b) Provided the master policy of the insurance carrier allows, an employee may continue the insurance benefits under clause 23.2 provided the payments of the full cost of the premium contributions are the responsibility of the employee.

19.8 Upon request, a father shall be given one (1) day's leave of absence with pay for attending either the delivery of the child, or attending to the release from hospital of his spouse who has given birth, and the father and/or the mother on the day of first obtaining custody of a child who has been legally adopted.

ARTICLE 20 - Bereavement/Critical Illness Leave

20.1 Leave with pay for a regular employee of not more than five (5) working days for an occurrence of critical illness or death of spouse, child, son or daughter in-law, parent, legal guardian, brother, sister, parents of spouse, grandparents, grandchildren, grandparents of spouse, brother-in-law, sister-in-law, or a relative who is a member of the employee's household.

20.2 A regular employee is eligible for up to one working day to attend the funeral of aunts and uncles of the employee or spouse.

20.3 A regular employee is eligible for up to one working day to attend the funeral of nieces or nephews of the employee or spouse.

20.4 Additional leaves of absence may be granted by Board decision with or without pay and benefits.

20.5 One-half (1/2) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

20.6 Employees shall be granted an unpaid leave of eight (8) weeks to care for a seriously ill family member. During the leave the employee will continue to accumulate all benefits and seniority under this Collective Agreement. If the employee chooses to make contributions for the period of the leave to the pension or benefits plan, the Employer will pay the Employer's contributions for the same period. On return from leave, employees will be placed in their former position.

ARTICLE 21 – Personal Leave

21.1 An employee shall be entitled to three (3) days of personal leave per year at fifty percent (50%) pay provided that:

a) written approval has been granted by the Employer prior to such leave being utilized; and

b) such leave shall not be used for extension of vacation or paid holiday time unless prior written approval has been obtained from the Employer.

ARTICLE 22 - Jury Duty & Court Services

22.1 If employees are called to the courts as a member of a jury, or as a witness, the Board will pay the difference between the pay received for such court service and the pay the employee would have normally received if the employee had been working, based on the employee's basic pay rate and not to include any premium or fringes.

22.2 Employees shall, whenever possible, perform their work between periods of jury duty or while awaiting jury call.

22.3 In seeking reimbursement from the Board for the difference between court or jury pay and full wages, employees shall submit a statement of fees received to the Board.

ARTICLE 23 - Group Benefits

23.1 When enrolment and other requirements for group participation in various plans have been met, the Board will sponsor such plans to the portion agreed upon, and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency. For purposes of Article 23 a regular employee will be eligible to enroll only where the employee is assigned in excess of 1200 straight time hours per annum.

23.2 The Board agrees to contribute to the following benefit plans on behalf of each enrolled regular employee.

	Board Contribution	Employee Contribution
a) ASEBP Life – Schedule 2	100%	0%
b) ASEBP EDB – Plan D	100%	0%
c) ASEBP Extended Health Care - Plan 1	100%	0%
d) ASEBP Dental – Plan 3	100%	0%
e) ASEBP Vision Care Plan 3	100%	0%

23.3 As a condition of employment, eligible regular employees shall participate according to Employer/carrier policies and regulations in the Local Authorities Pension Plan and all group insurance plans unless covered on similar group insurance plans by a spouse, in which case,

Extended Health Care Plan 1, Dental Plan 3, Visions Care Plan 3 and Alberta Health Care will be optional.

23.4 Payment towards benefit plans by the Board shall permit them to retain and not pass on to employees any rebates of premiums otherwise required under Human Resources Development Canada - Employment Insurance (previously Unemployment Insurance Commission) regulations.

23.5 Permanent Employees shall participate in the Board's Health Spending Account in accordance with the terms of the said policy to a maximum benefit of three hundred and twenty-five dollars ($325.00) per year, effective September 1, 2016.

ARTICLE 24 - Grievance and Arbitration Procedures

24.1 A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement.

24.2 The time limits specified in the Grievance Procedure shall not include Saturdays, Sundays, and Named Holidays. The time limits may be extended by the consent of both parties in writing.

24.3 The following grievances shall commence at Step 2 of the Grievance Procedure:

a) Discharge grievances,

b) Board initiated grievances,

c) Policy grievances of general application or interpretation,

d) Where a group of employees have a grievance.

24.4 The union may acquire assistance from the CUPE National representative at Step 2 and above.

24.5 An earnest effort shall be made to settle grievances fairly and promptly in the manner hereinafter described:

24.5.1 Step 1: Dispute Resolution

The Employee (or delegate) will first seek to settle the dispute with the Employee's immediate supervisor and Director of Human Resources on an informal basis within twenty (20) days following the date of the occurrence giving rise to the dispute, and may include the Union Officer if the Employee so chooses.

The supervisor or Director of Human Resources shall have five (5) days to respond to the dispute in writing where requested by the Employee.

24.5.2 Step 2: Grievance

Failing satisfactory settlement and should the Employee wish, within five (5) days after the response in Step 1:

a) the grievance shall be submitted to the Union Grievance Officer or their delegate. At each step of the grievance procedure, the grievor(s) shall be present together with the Union Grievance Officer or their delegate.

b) CUPE will submit the grievance to the Associate Superintendent (Secretary-Treasurer) in writing and must include a statement of the following:

i) The nature of the grievance and the circumstance out of which it arose,

ii) The remedy or correction the Board is requested to make, and

iii) The clause or clauses where the Agreement is claimed to be violated.

A meeting between the parties shall take place within five (5) days from the receipt of the submission at this step. The decision of the Associate Superintendent shall be rendered in writing within five (5) days after the meeting has taken place.

24.5.3 Step 3: Grievance

Failing settlement at Step 2, and within five (5) days after receipt of the written response from the Associate Superintendent in Step 2, the

grievance may be submitted to the Chair of the Employer's Grievance Committee through the Associate Superintendent.

A meeting between the parties shall take place, as soon as reasonably possible. The decision of the Employer's Committee Chair (or delegate) will be rendered in writing within ten (10) days following the meeting between the parties.

24.5.4 Step 4: Grievance

Failing settlement at Step 3, the grievance may be processed by either of the parties to Arbitration as hereinafter provided.

24.6 Any grievance that has been processed through all steps of the Grievance Procedure and is in accordance with the time limits specified (unless time limit changes were agreed to), may be referred to a Board of Arbitration as hereafter outlined.

24.7 Either party who feels a satisfactory settlement has not been reached may, within twenty (20) days of receipt of the decision of the Committee Chair of the Board or designate with respect to employee(s) grievance or the decision of the Union in respect of the Board's grievance, request the formation of an Arbitration Board by notifying the other party in writing by mail or by fax or other electronic means of its desire to arbitrate, at the same time submitting the name of the person nominated by them to be their appointee on the Arbitration Board.

24.8 Within ten (10) days the party receiving the above notice shall notify the above appointee and the other party of its appointee to the Arbitration Board.

24.9 The two (2) appointees so selected shall, within a period of twenty (20) days, select a third person to act as Chair, or if the appointees fail to agree on a third person to act as Chair within twenty (20) days, the appointments shall be made by the Director of Mediation upon the request of either the Board and the Union, except that with the consent of both the Board or the Union, time limits as above specified may be extended for such times as are agreed to by the Board and the Union in writing.

24.10 The Arbitration Board shall hear and determine the difference and shall issue an award in writing. The decision of the Arbitration Board is final and binding upon the parties and upon any employee affected by it.

The decision of a majority of the Arbitration Board members is the award of the Arbitration Board, but if there is no majority the decision of the Chair governs and it shall be deemed to be the award of the Arbitration Board.

24.11 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two (2) parties shall bear equally the expenses of the Chair.

24.12 The Arbitration Board:

a) Shall not have the power to alter or amend any provision of the Collective Agreement, or to substitute any provision or to give any decision inconsistent with the terms of this Agreement.

b) Shall have jurisdiction to determine whether the grievance presents an arbitrable issue.

c) Is limited in its jurisdiction to dealing only with the matters specifically raised in the grievance.

24.13 Where the Arbitration Board decides that an employee has been suspended, disciplined, or discharged unjustly, the Arbitration Board:

a) May direct the Board to reinstate the employee and to pay to the employee a sum equal to the employee's wage loss by reason of the employee's suspension or dismissal, less any monies earned by the employee during his period of suspension or dismissal, or such lesser sum as in the opinion of the Arbitration Board, is fair and reasonable.

b) May make such other directives varying the penalty as it considers fair and reasonable having due regard to the terms of the Collective Agreement.

24.14 The written award of the Arbitration Board shall be given to the parties within fourteen (14) calendar days following completion of the hearing or a time period recommended by the Chair of the Arbitration Board.

24.15 Should the grievor or the Union fail to satisfy any of the requirements of the grievance procedure, including the time limits contained herein, the grievance shall be deemed to be abandoned. Should the Board fail to satisfy any of the requirements of the grievance procedure, including the

time limits contained herein, the grievance may proceed to the next step of the grievance procedure.

24.16 If both parties agree, the grievance may be referred to a single arbitrator or to a mediation process that is either binding or non-binding on the parties.

ARTICLE 25 - General

25.1 Cooperation on Safety
The Union and the Board shall cooperate in continuing and perfecting regulations which will afford adequate protection to employees engaged in hazardous work.

25.2 Pay for Injured Employees
An employee who is injured during working hours, and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at the employee's regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

25.3 New Employees
The Board agrees to acquaint new employees with the fact that a Union Agreement is in effect, and supply a copy of the Agreement to the new employee.

25.4 The Board agrees to provide to an employee a copy of the employee's job description, when requested in writing by the employee.

ARTICLE 26 - Notice Boards

26.1 Suitable notice boards for the use of the Board, the employee, and the Union, may be provided by the Board. All notices must be approved by and signed by the Superintendent of Schools, or designate, prior to posting.

ARTICLE 27- Term of Agreement

27.1 This Agreement shall be in full force and effect from the date of execution hereof until August 31st, 2017. The date of execution shall be

the beginning of the month following the date of signing by the parties, or September 1, 2016 whichever comes later. Either party may give to the other, not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the termination of this Agreement, a notice in writing of its intention to commence collective bargaining. Both parties shall exchange proposals for all amendments sought at the first meeting.

27.2 If neither party submits notice as per Clause 27.1, this Agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given as per Clause 27.1.

27.3 The wording and figures contained in the Articles and Schedules of this Agreement shall not be changed by either party, except through mutual agreement.

27.4 No provision in this Agreement shall be retroactive unless specifically provided.

ARTICLE 28 - No Lockout - No Strike

28.1 During the life of this Agreement, there shall be no illegal strikes or illegal sanctions taken by the Union or its members against the Board, nor shall there be any illegal lockouts or illegal sanctions taken by the Board against the Union or its members.

IN WITNESS THEREOF, the parties here executed this Agreement this 20th day of OCTOBER, 2016, by affixing hereto the signatures of their proper officers on their behalf.

On behalf of the
Canadian Union of Public Employees,
Local 4292

[redacted]

On behalf of the
Clearview School Division No. 71

[redacted]

APPENDIX A

CLERICAL

All regular Employees will receive a lump-sum payment of 1.34% for all staff employed as of September 1, 2016 (based on the Employee's revised annual salary as at September 1, 2016) and continued to be employed at the time of ratification by CUPE.

Unless indicated otherwise all salaries are per annum.

Effective September 1, 2016

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Executive Assistant	40,724	42,967	45,209	47,451	49,695	51,935
Accounting Clerk	35,073	37,314	39,559	41,801	44,045	46,285
Admin. Assistant 1	27,671	29,790	31,915	34,034	36,156	38,276
Admin. Assistant 2	35,073	37,314	39,559	41,801	44,045	46,285
Accountant	46,285	49,127	51,966	54,808	57,646	60,486
Transportation Coordinator	46,285	49,127	51,966	54,808	57,646	60,486
Casual-Clerical	14.42					

Placement on the grid will be determined by the Board based on education or training and experience.

Employees shall move to the next step September 1st of each year.

A part-time employee will be paid on an hourly basis based on placement on the grid divided by 1820 hours.

APPENDIX B

CUSTODIAL

All regular Employees will receive a lump-sum payment of 1.34% for all staff employed as of September 1, 2016 (based on the Employee's revised annual salary as at September 1, 2016) and continued to be employed at the time of ratification by CUPE.

Effective September 1, 2016

	Probationary	Regular
Classification	**Rate**	**Rate**
Head Caretaker	22.06	23.98
Caretaker	19.42	21.33
Casual Caretaker		18.60

Weekend and Statutory Holiday Premium Pay

Effective September 1, 2012, all Employees working on a Weekend or a Statutory Holiday shall receive a premium of two ($2.00) per hour for each hour worked in addition to the Employees normal pay or the Statutory holiday premium pay as outlined in Article 16.5.

LETTER OF UNDERSTANDING

- between –

Clearview Public Schools

- and –

The Canadian Union of Public Employees
Local 4292

RETIREMENT ALLOWANCE

1. The Board and the Union agree to delete Article 18, Retirement Allowance from the 1995-1996 Collective Agreement.

2. In recognition of the deletion of Article 18, Retirement Allowance under the 1995-1996 Collective Agreement, the Board and the Union agree that an employee who retires from the Board and who has completed twenty (20) consecutive years of service with the Board will be eligible to receive the equivalent of one (1) day's salary for each complete year of service up to and including twenty (20) years of service and the equivalent of two (2) days' salary for the twenty-first (21) and subsequent complete years of service. If the Employee listed below has passed away, the entitlement will be paid to the Employee's estate.

3. The Board and the Union agree that the provisions of the Letter of Understanding shall apply only to Kathryn Perry, provided the Employee remains employed until retirement from the Board.

Signed at STETTLER, Alberta this 20th day of OCTOBER, 2016.

On behalf of the
Canadian Union of Public Employees,
Local 4292

[redacted]

On behalf of the
Clearview School Division No. 71

[redacted]

LETTER OF UNDERSTANDING

- between –

Clearview Public Schools

- and –

The Canadian Union of Public Employees
Local 4292

Re: Review for Total Compensation Listed in Appendix "A"

The parties agree to the following:

1. That on or before February 1, 2017, the Employer in conjunction with the Union will establish a Committee to review each job classification listed in Appendix "A" to review the compensation for these classifications based on the following criteria (but not limited to):

    - Total compensation for staff doing same or similar work in other comparable organizations
    - Local government data should be included for comparable organizations
    - Determine the differential in dollars and/or percentage for a spectrum of compensation.

2. The Employer shall present the findings to the Board of Trustees for consideration on the possible adjustments to the wage rates for each classification.

3. The Union will have access to data reviewed by the Committee and written information provided to the Board of Trustees.

4. Any approved adjustments shall be effective at a date determined by the Board, and no later than August 31, 2017.

5. It is understood that no Employee(s) shall be negatively impacted by this review and that if a classification is deemed to be over range, the Employee(s) shall have their rate of pay maintained for the remaining term of the Collective Agreement. The respective Employee(s) shall be subject to the negotiating process in the next round of bargaining between the parties.

Signed at STETTLER, Alberta this 20th day of OCTOBER, 2016.

On behalf of the
Canadian Union of Public Employees,
Local 4292

[redacted]

On behalf of the
Clearview School Division No. 71

[redacted]