

# COLLECTIVE AGREEMENT

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4575



AND

ASPEN VIEW PUBLIC SCHOOL DIVISION NO. 78



SEPTEMBER 1, 2016 to AUGUST 31, 2020



jb/Canadian Office & Professional Employees  
Local 491

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# COLLECTIVE AGREEMENT

between

## CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4575

(hereinafter called "the Union")

and

## ASPEN VIEW PUBLIC SCHOOL DIVISION NO. 78

(hereinafter called "the Employer")

### PREAMBLE

WHEREAS it is the desire of both parties to this Collective Agreement to maintain the existing harmonious relations between the Employer and the Union, to promote cooperation and understanding between the Employer and its employees, to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, hours of work, and scale of wages, to encourage economy of operation and to promote the morale, well being, and security of all the employees included in the bargaining unit.

Now therefore, the parties hereto agree as follows:

### ARTICLE 1 - HUMAN RIGHTS AND DISCRIMINATION

- 1.01 In accordance with but not to exceed the provision of the Alberta Human Rights Act, the Employer shall not refuse to employ or refuse to continue to employ any person, or discriminate against any person with regard to employment or any term or condition of employment, because of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income or family status of that person or of any other person.

### ARTICLE 2 - UNION RECOGNITION

- 2.01 The Employer and the Union agree that this Collective Agreement shall cover all employees as defined in Certificate Number 155-2014 of the Labour Relations Board dated June 26, 2014.
- 2.02 Notwithstanding Clause 2.01, the Maintenance Department Supervisor shall be excluded from this Collective Agreement.
- 2.03 Employer agrees that a Union Representative shall be given the opportunity to make a twenty (20) minute presentation during the orientation program to newly hired

employees working within the bargaining unit, for the purpose of advising the employee of their rights and obligations under this Agreement.

- 2.04 The Employer recognizes that the Union has the sole authority to bargain collectively on behalf of the employees within the bargaining unit. No employee within the bargaining unit shall make any agreement with the Employer which violates this Collective Agreement.
- 2.05 Any employees hired under Federal or Provincial Employment Programs are exempt from any terms of this agreement. It is further understood that no employee shall suffer a reduction in wages or benefits as the result of hiring such employees.
- 2.06 Employees whose jobs are not in the bargaining unit shall not perform jobs in the bargaining unit except in the case of emergency or when a qualified employee is not available.
- 2.07 Both the Employer and the Union agree that there shall be no discrimination against any employee because of membership or non-membership in the Union.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Employer retains all rights of management limited only by the express terms of this Collective Agreement.

### **ARTICLE 4 - NEGOTIATIONS**

- 4.01 The Union Bargaining Committee shall be appointed and may consist of four (4) members and a Union Representative. The Union will advise the Employer of the nominees to the Committee. The Union shall reimburse the Employer for the cost of salary and benefits for the members of the Union negotiating team.

### **ARTICLE 5 - UNION MEMBERSHIP**

- 5.01 The Employer agrees to deduct from the wages of all employees covered by this Collective Agreement such union dues and assessments as shall be decided upon from time to time by the Union. Such union dues deduction shall be forwarded to the Secretary-Treasurer of the Union, together with a list of employees from whom deductions have been made, not later than the 15<sup>th</sup> day of the following month.
- 5.02 The Employer will notify the Secretary-Treasurer of the Local Union of appointments, hiring's, layoffs, transfers, recalls and terminations of employment on a monthly basis.
- 5.03 The Union shall advise the Employer, in writing, thirty (30) days in advance of the establishment of, or change in, union dues structure.
- 5.04 The Union agrees to indemnify and save the Employer harmless from any liability or action out of the operation of this Article.

- 5.05 The Employer shall show on the employee's T-4 slip the total amount of the Union dues deducted for the taxation year.

## ARTICLE 6 - DEFINITIONS

- 6.01 **Full-Time Employee** - A full-time employee is an employee who is employed in an established full-time position under this collective agreement and whose hours of work are defined in Article 12.
- 6.02 **Part-Time Employee** - A part-time employee is an employee who is employed in an established position who works less than the normal hours of work on a weekly basis as set out in the Collective Agreement for a full-time employee.
- 6.03 **Temporary Employee** - A temporary employee is an employee hired on a temporary basis to fill a specific full-time or part-time position as defined in this agreement.
- 6.04 **Casual Employee** - A casual employee is an employee who is employed as a holiday relief, sick relief or to perform work not regularly scheduled and shall receive only those benefits required by law and the wages stated herein.
- 6.05 a) **Twelve Month Employee** - A twelve-month employee can be either a full-time or part-time employee who is regularly scheduled to work throughout the calendar year.
- b) **Ten Month Employee** - A ten-month employee is an employee who is regularly scheduled to work during the ten (10) months of the school year.
- 6.06 **Probationary Period** - All employees shall serve a probationary period of six (6) months.
- 6.07 **Vacation Year** - A vacation year shall be defined as the twelve (12) month period commencing on September 1<sup>st</sup> in each calendar year, and concluding on August 31<sup>st</sup> in the following year.
- 6.08 **Seniority** - Seniority is defined as the length of service in the bargaining unit and shall be effective from the first day of employment from which the employee has remained continuously employed, including all periods of service as a full-time, part-time, temporary or casual employee. Upon completion of the probationary period for regular full-time, part-time, or temporary positions, seniority shall go back to the original date of employment.

When a casual employee obtains permanent, part-time or temporary status, their seniority will be calculated according to Article 9.03.

## **ARTICLE 7 - CLASSIFICATIONS**

- 7.01 When the duties of any employee covered by this Collective Agreement are changed or where an employee feels unfairly or incorrectly classified or when any position covered by this Collective Agreement is established during the term of this Collective Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on re-classification and/or rate of pay of the job in question, such dispute shall be submitted to arbitration in accordance with Article 18 *Grievance Procedure and Arbitration*. The new rate shall be retroactive to the first of the month following the date the matter was received in writing by the Employer.

## **ARTICLE 8 - EMPLOYMENT AND PROBATIONARY PERIOD**

- 8.01 An employee may be terminated during their probationary period without recourse to the grievance procedure.
- 8.02 An employee during their probationary period is entitled to all applicable terms of the Collective Agreement.
- 8.03 An employee shall be notified of progress during the probationary period in order to correct any shortcomings in the job performance.
- 8.04 a) All employees other than casual shall serve a six (6) month probationary period at the commencement of their employment.
- b) Should a casual employee subsequently commence employment as either a full-time, part-time, or temporary employee, they shall serve a six (6) month probationary period.

## **ARTICLE 9 - SENIORITY**

- 9.01 Seniority will be lost when there is a break in the continuous employment that exceeds one (1) year, excluding sickness, disability, accident, layoff or leave approved by the Employer.
- 9.02 The Employer shall maintain a seniority list showing the date upon which an employee commenced service. The Employer shall provide a copy of the seniority list to the Secretary-Treasurer of the Local Union in February and October of each year.
- 9.03 Casual employees shall not accrue seniority for the purpose of posting, layoff or recall. Upon securing a permanent position, a casual's actual hours worked shall be used to calculate their seniority based on the classification of their position.

**ARTICLE 10 – PROMOTIONS**

**Postings**

10.01 Vacancies for new and established full-time, part-time or temporary positions shall be posted for seven (7) calendar days. The Employer may immediately advertise to fill a vacancy, but shall not hire external candidates until internal candidates have had an opportunity to bid for the jobs. Employer shall establish and maintain a casual employee list through a general posting a minimum of once a year.

**Placement on Grid**

10.02 All employees shall begin at the start rate of the grid with the exception of newly hired employees with directly related experience and/or formal education, at the Employer’s discretion, they will be paid on the following schedule:

10.02.1	two (2) years of experience or less	Start at After Year 1
10.02.2	three (3) to four (4) years’ experience	Start at After Year 2
10.02.3	five (5) years’ experience or more	Start at After Year 3

Notwithstanding the above, there may occur the inability to recruit to exceptional postings when the Employer must go beyond this schedule.

Seniority will be recognized as per Article 6.08.

**Promotions**

10.03 If an employee is promoted to a position covered by this Collective Agreement, then the promoted employee shall be considered to be on trial period of three (3) months in the new position. Should this employee be unsatisfactory in the new position, or does not wish to remain in the position, the employee will revert to their former or similar position and wage rate.

10.04 In the transfer or promotion of employees, ability and qualification shall be the determining factor. Where the qualifications and ability are judged by the Employer to be equal, then seniority shall be the deciding factor.

10.05 Where an employee is the successful applicant for a higher paying job, the new rate of pay shall become effective upon commencement of duties in the new position. For purposes of incremental adjustment wages shall be adjusted annually thereafter.

10.06 When an employee moves to a higher paid classification, such employee shall be placed on the grid at a rate not less than that which they had been paid in the lower classification.

**ARTICLE 11 – REDUCTION IN STAFF**

11.01 If it becomes necessary to reduce the number of employees in any classification then article 11.04 applies. The Employer shall have the right to retain classroom assistants (for special needs children) who would otherwise be laid off. The Employer shall meet

and provide the Union with written quantifiable documentation when seniority is not the sole determining factor.

- 11.02 In the case of layoff which is anticipated to be in excess of five (5) work days duration, an employee to be laid off shall receive five (5) work days notice in writing or five (5) work days pay in lieu of notice provided the Employer has received from the employee their current address and telephone number.
- 11.03 Employees laid off shall be recalled upon the basis of seniority according to classification of work. New employees will not be hired when qualified employees are on layoff. Employees subject to recall shall be notified by telephone and if such is not possible, by registered letter or courier sent to the employee's last known address. An employee so notified, shall advise the Employer, in writing, of their intentions within seven (7) calendar days from mailing date. If such employee fails to notify the Employer within this timeline, the employee's service may be regarded as terminated. The services of any employee who has not been recalled within one (1) year shall be regarded as terminated. Employees on layoff are responsible for informing the Employer of any change in address or telephone number which may be used to contact them for recall.
- 11.04 In the event of a reduction in staff, affected employees will have the right to displace the least senior employee, in the same classification, on other Union sites of the Employer for which they have the ability to perform. If the employee chooses not to displace the least senior employee, the employee shall be laid off.
- 11.05 In the event the Employer closes a school, affected employees may be transferred, without posting, to any vacant position, in the same classification, to any site covered by this Collective Agreement. Should there be no vacant position, the employee shall have the right to displace the least senior, in the same classification, in any site covered by the Collective Agreement. If the employee chooses to not accept the displacement, the employee shall receive one (1) weeks notice of layoff or pay in lieu of layoff notice for each year of service with the Board.

The employee may be considered for hire by the Employer provided the employee repays the Employer from payment for notice, the difference, if any, between the time they were unemployed and the length of time for which the payment was paid.

## **ARTICLE 12 - HOURS OF WORK AND OVERTIME**

- 12.01 a) The normal hours of work for full-time staff in the following classifications: Library Clerk Certified, Education Assistant Certified, Library Clerk, Education Assistant and Cafeteria worker, shall be thirty-two point five (32.5) hours per week for five (5) consecutive days from Monday to Friday.
- b) The normal hours of work for full-time staff in the following classification: Coordinator, shall be thirty-five (35) hours per week for five (5) consecutive days from Monday to Friday.

- c) The normal hours of work for full-time staff in the following classifications: Secretary to the Administrator and School Secretary, shall be thirty-seven point five (37.5) hours per week for five (5) consecutive days from Monday to Friday.

In the case of exceptional circumstances, as outlined in the letter of hire, the employee can be given more hours than outlined above and the Union will be notified.

- 12.02 The normal hours of work for full-time custodians and maintenance employees shall be forty (40) hours per week for five (5) consecutive days.
- 12.03 In the event the Employer needs to have a classification under different normal hours of work than outlined in 12.01 or 12.02 it shall be by mutual agreement with the Union.
- 12.04
  - a) Time worked in excess of the foregoing shall be considered as overtime (exclusive of meal time) and when authorized in writing by the applicable Supervisor, will be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.
  - b) Payment for overtime or time off in lieu of overtime shall be at the overtime rate and shall be mutually determined by the Employer and the employee at the time overtime is requested by the Supervisor.
  - c) Time off in lieu shall be taken at a mutually agreeable date between the Employer and the employee. If mutual agreement is not reached, any/all accumulated time off in lieu shall be paid out at the end of the school year.
- 12.05 All overtime shall be on a voluntary basis; however, in the event no employee with the required abilities and qualifications volunteers, the Employer shall be able to designate an employee to work overtime.
- 12.06 All employees shall be permitted a fifteen (15) minute rest period for every four (4) hours or portion thereof.
- 12.07 When because of an emergency an employee is called out to work overtime, they shall be paid for a minimum of three (3) hours at one and one-half (1½) times the basic hourly rate.
- 12.08 If any employee reports for work and work is unavailable, such employee shall be paid for three (3) hours at the regular rate.
- 12.09
  - a) In schools having equipment which requires Saturday and Sunday checking, the employee shall be paid a minimum of three (3) hours at regular wage or the actual wage for hours worked.
  - b) When a custodian is required to open the school for weekend usage, the custodian shall be paid a minimum of three (3) hours at regular wage or the actual wage for hours worked. It is understood and agreed that the Employer or its representative shall be the one who requests an emergency call out.

- 12.10 Payments in accordance with Clause 12.09 will be made only to those employees authorized in writing to perform the duties by the Supervisor of Maintenance or designate.
- 12.11 All overtime and extra work among casual staff will be evenly offered.

### **ARTICLE 13 – SALARIES**

- 13.01 The basic salary scales and increments as set out in Appendix "A", which is attached to and forms part of this Collective Agreement, shall be applicable to all employees covered by this Collective Agreement.

No grid increases for the first two (2) years of this agreement (September 1, 2016 to August 31, 2018).

- 13.02 September 1, 2018 – 1% increase to the grid.
- 13.03 September 1, 2019 – 1.5% increase to the grid.
- 13.04 Provisions of the Collective Agreement in respect of salary, salary continuation during illness, vacations and statutory holidays and all other benefits, shall be applicable to part-time employees on a pro-rated basis.
- 13.05 Full-time and part-time employees employed as ten (10) month employees who work twenty-five (25) hours per week or more for the full school year shall have their salary annualized and be paid equal salary payments each month over the twelve (12) months of the calendar year. This salary payment shall be based on the planned work schedule at the beginning of the school year, and is inclusive of the compensation provided in this agreement in lieu of annual vacation. Any changes to hours worked will be adjusted in the following pay period.
- 13.06 a) Employees shall be paid by the tenth (10<sup>th</sup>) calendar day of the following month.  
b) The cut-off date for payment for employees shall be the last day of each month.
- 13.07 Employees shall only be paid by direct bank deposit.
- 13.08 Employees shall have their salary increments provided annually in accordance with the attached salary schedule.
- 13.09 Part-time employees – Wages, benefits and seniority of part-time employees shall be prorated according to the proportion that weekly hours of work bear on the weekly hours of work of full-time employees. For the purpose of incremental adjustments, wages shall be adjusted annually on the employee's anniversary date.
- 13.10 Casual employees – With increments provided annually in accordance with the attached salary schedule. Subsequent to six (6) months continuous accumulative service, a casual employee shall be entitled to all applicable rights and privileges to this Collective Agreement.

## **ARTICLE 14 – ANNUAL VACATION**

14.01 Employees covered by this Collective Agreement shall be eligible for annual vacation as follows:

a) Twelve Month Employees

- i) An employee shall be eligible for fifteen (15) working days annual vacation with pay.
- ii) Upon completing five (5) years of continuous service, an employee shall be eligible for twenty (20) working days annual vacation with pay.
- iii) Upon completing ten (10) years of continuous service, an employee shall be eligible for twenty-five (25) working days annual vacation with pay.

b) Ten Month Employees

In lieu of compensation for annual vacation, Ten Month employees shall receive the following payment:

Less than one (1) year of continuous service - 4% of earned salary  
One (1) or more years of continuous service - 6 % of earned salary  
Five (5) or more years of continuous service - 8% of earned salary  
Ten (10) or more years of continuous service - 10% of earned salary

14.02 Annual vacation shall be taken during the months of July and August according to the request submitted by the employee prior to May 1<sup>st</sup> of each year and approved by the Employer or as otherwise mutually arranged.

14.03 Any employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

14.04 Employees shall take vacation in an unbroken period unless otherwise mutually agreed upon between the Employer and the employee.

14.05 An employee shall be entitled to the applicable annual vacation prorated based on the number of months employed up to and including August 31<sup>st</sup> of the year during which the employee started.

14.06 All vacation earned during one year shall be taken during the following vacation year.

## **ARTICLE 15 - LEAVE OF ABSENCE**

15.01 a) Employees on a leave of absence without pay or benefits may continue benefit coverage, subject to approval by the carrier, by paying one hundred percent (100%) of the premiums when on leave. Employees will be billed directly by the carrier.

- b) Leave of absence without pay or benefits will not be unreasonably denied.
- c) Employees returning from a leave of absence shall be placed in the same or similar position.

### **Maternity Leave**

15.02 An employee shall be granted Maternity or Parental Leave in accordance with the provisions of the Employment Standards Code.

### **Leave for Union Business**

15.03 Leave of absence without loss of seniority may be granted upon request to the Employer, by employees elected or appointed to represent the Union at Union conventions, or to attend executive and committee meetings of CUPE, its affiliated or chartered bodies. An employee shall receive the pay and benefits provided for in this agreement, however, the Union shall reimburse the Employer for pay and benefits during the period of absence.

15.04 An employee who is elected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of not more than two (2) years.

### **Bereavement**

- 15.05
- a) An employee may be granted a maximum of five (5) days leave without loss of wages or benefits in the case of death of a spouse, child, parent or sibling, relationships to include common-law and fiancé.
  - b) An employee may be granted a maximum of three (3) days leave without loss of wages or benefits in the case of death of a mother or father in law, sister or brother in law, grandchild, grandparent, son or daughter in law, and any other relative residing in the same home.
  - c) An employee may be granted, upon request and subject to the approval of the Employer, one (1) additional day to attend the funeral of other relatives or close friends. Such request will not be unreasonably denied.
  - d) Additional bereavement leave may be granted without pay upon approval of the Deputy Superintendent.

15.06 When the burial occurs in a location requiring extensive travel, such leave may be extended up to two (2) days for travel time if approved by the Employer.

### **Critical Illness**

15.07 In the event of the critical illness of a member of an employee's immediate family, two (2) days total leave per year with basic pay will be provided. Immediate family shall be defined as spouse, child, parent or sibling of the employee.

## **Jury Duty**

- 15.08 In the event that an employee is selected for jury duty or subpoenaed as a witness, such employee shall not suffer a loss of wages, benefits or seniority provided the employee remits to the employer any witness fees or jury stipend set by the court (excluding meal and accommodation allowances) and further, provided the employee is not found guilty of any offense.

## **Personal Leave Day**

- 15.09 Upon date of ratification, all full-time and part-time employees will be granted one (1) personal leave day. The paid personal leave day will be granted on September 1<sup>st</sup> of each calendar year and must be used by May 31<sup>st</sup> of the following calendar year, otherwise the benefit will be lost.

## **ARTICLE 16 – STATUTORY HOLIDAYS**

- 16.01 a) Twelve month employees shall be entitled to a day off with pay for each of the following days: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Heritage Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day; and for Remembrance Day, when Remembrance Day falls on a weekday, and any other general public holiday proclaimed by the Employer, the Government of Alberta, the Government of Canada and which are observed generally within the applicable jurisdiction.
- b) Ten month employees shall be entitled to a day off with pay for each of the following days: New Year's Day, Family Day, Good Friday, Victoria Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day; and for Remembrance Day, when Remembrance Day falls on a weekday, and any other general public holiday proclaimed by the Employer, the Government of Alberta, the Government of Canada and which are observed generally within the applicable jurisdiction.
- c) As scheduled by the Employer, Easter Monday or the first Monday of Spring Break shall also be considered a holiday, for both ten (10) month employees and twelve (12) month employees.
- 16.02 When the holidays designated in Clause 16.01 a) fall on an employee's day off and such day is not worked; the employee shall be granted a day off with regular pay in lieu of the holiday on the following working day if the schools are not in session or a day shall be added to the annual vacation if they are in session.
- 16.03 An employee shall receive holidays designated in Clause 16.01 a) and b) with pay at the regular rate. If an employee is required to work on a holiday occurring during their regular work week, the employee shall receive their regular pay plus overtime for any hours worked.
- 16.04 If a paid holiday falls during an employee's vacation period, the vacation shall be extended by an additional day.

- 16.05 An employee will not be eligible for pay on a Statutory Holiday if the employee is absent from work without the consent of the Employer on either the last regularly scheduled working day immediately preceding or the first regularly scheduled working day immediate following the Statutory Holiday. If the employee is absent due to a compensable injury or illness the employee shall be paid for the Statutory Holiday provided the compensable injury or illness is substantiated by a certificate from a qualified medical practitioner.

## **ARTICLE 17 – SALARY CONTINUATION DURING ILLNESS**

- 17.01 All employees except casual employees shall be eligible for sick leave and benefits upon date of hire. Part-time employees shall be eligible for sick leave pay benefits upon date of hire, prorated according to the proportion which their hours of work bear to the normal hours of work.
- 17.02 All full-time / part-time employees shall accumulate annual sick pay credits at a rate of two (2) days per month.
- 17.03
- a) The unused portion of sick leave in any year may be accumulated to a maximum of one hundred and twenty-two (122) working days. The daily rate of pay for cumulative sick leave used shall be one hundred percent (100%) of their regular rate.
  - b) Central Office shall notify the President or designated of CUPE Local 4575 of any sick leave in excess of thirty (30) continuous calendar days.
  - c) It is understood that where eligible, members move to Long Term Disability Insurance (LTDI) regardless of number of accumulated sick days remaining.
  - d) An employee who serves the elimination period for A.S.E.B.P. Long Term Disability shall no longer receive sick leave entitlements under this article.
  - e) Unused accumulated sick leave shall remain as an entitlement and may be used after an employee returns to work.
- 17.04 Employees reporting sick leave shall inform their immediate supervisor as early as possible before the commencement of their duties so that a replacement can be arranged for or the duties reassigned. Failing to do so, the employee may be considered absent from duty without leave.
- 17.05 The Employer may require a doctor's certificate satisfactory to the Employer, before payment of sick leave credits. The Employer will pay the full cost of the form.
- 17.06 When an employee is allowed unpaid leave of absence for a month or more or is laid off, they shall not earn sick leave credits or be eligible to receive sick benefits for the periods of such absence, but shall retain their cumulative credit if there is any existing at the time of such leave or layoff, upon their return to work.
- 17.07 Upon a request from an employee, the Employer shall supply said employee with a record of the employee's unused accumulated sick leave.

- 17.08 Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, optician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 17.09 Accumulated sick pay, calculated as the number of accumulated sick days, paid at the rate of the last salary, will be paid to employees on termination of their employment at the following rates:
- a) for employees with one (1) full year of employment, accumulated sick pay will be paid out at the rate of ten percent (10%).
  - b) for employees with three (3) full years of employment, accumulated sick pay will be paid out at the rate of fifteen percent (15%).
  - c) for employees with five (5) years of employment, accumulated sick pay will be paid out at the rate of twenty percent (20%).
- 17.10 A maximum of six (6) sick leave days per year may be used for family illness.
- 17.11 When, during a scheduled vacation, an employee becomes seriously ill or suffers an accident, requiring hospitalization, sick leave may be submitted for vacation days, for those days so incapacitated. Medical evidence satisfactory to the Employer must be provided. The Employer will pay the full cost of the forms.

## **ARTICLE 18 – GRIEVANCE PROCEDURE AND ARBITRATION**

- 18.01 The Union has carriage of all Union / employee initiated grievances.
- 18.02 Prior to accessing the grievance procedure, the affected parties will attempt to resolve the issue within ten (10) days whereby the Union ought to reasonably have become aware of the occurrence.
- 18.03 The time limits specified in this article, including all of the stages, and steps referred to, shall not include Saturdays, Sunday, and Named Holidays. Time limits and the requirements of the grievance procedure are mandatory, although the time limits may be extended by the consent of both parties in writing. Timelines will be waived for school closures and shall recommence the first day that school recommences. If the Employer fails to comply with the provisions or time limits, the grievance may be forwarded to the next step. If the party advancing the grievance fails to comply with the provisions or the time limits, the grievance shall be considered abandoned.
- 18.04 All grievances shall be in writing and must include a statement of the following:
- a) The nature of the grievance and the circumstances out of which it arose;
  - b) The remedy or correction the Employer is requested to make; and
  - c) The section, or sections, of the Collective Agreement alleged to have been violated or infringed upon.

- 18.05 **STEP I**  
An employee who feels they have cause for grievance, may, within fifteen (15) days of the date of occurrence or attempt to resolve the issue may approach the Union, who shall submit the grievance in writing to the Secretary-Treasurer or designate. The Union and the Secretary-Treasurer or designate will meet within ten (10) days following receipt of the submission at Step I to discuss the grievance. The Secretary-Treasurer or designate shall, with ten (10) days following the meeting at Step II, submit their decision in writing to the Union.
- 18.06 Discharge or Policy Grievances (Union or Employer) may be filed in writing within ten (10) days of the event giving rise to same, and shall commence at Step II.
- 18.07 **STEP II**  
Failing a satisfactory settlement at Step I, the Union shall, within a period of ten (10) days following the receipt of the decision at Step I, submit the grievance in its original written form to the Employer or designate(s). The parties will meet within ten (10) days following the submission to the Employer or designate(s) at Step II, in an attempt to resolve the grievance. The Employer or designate(s) shall have ten (10) days following the meeting at Step II, in which to render a decision in writing.
- 18.08 **STEP III**  
Failing a satisfactory settlement in Step II, the grievance may be processed to arbitration.
- 18.09 Within five (5) days of receipt of the written decision at Step II either party may request the formation of an Arbitration Board by notifying the other party 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. Within five (5) days the party receiving the notice of intent to go to arbitration, shall notify the other party and their appointee to the Arbitration Board.
- 18.10 The two (2) appointees so selected shall, within a period of five (5) 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 the timeline, either party may apply to the Director of Mediation Services to have one appointed.
- 18.11 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 not a majority, the decision of the Chair governs and it shall be deemed to be the award of the Arbitration Board.
- 18.12 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.
- 18.13 As an alternative to the above outlined three (3) person panel, the Employer and the Union may by mutual agreement in writing, appoint a single Arbitrator who shall then constitute the Arbitration Panel.

- 18.14 The Arbitration Board or single Arbitrator in its decision shall not alter, amend or change the terms of this Collective Agreement.

#### **ARTICLE 19 – DISMISSALS AND TERMINATION**

- 19.01 Except in cases when the employer considers that an employee's conduct warrants immediate dismissal, the practice shall be to warn or suspend the employee in writing and a copy of the warning or suspension will be filed with the Union.
- 19.02 An employee shall have the right to have a Union representative present at a meeting which involves disciplinary action, and is likely to result in a written reprimand, suspension, demotion, or termination. If the employee waives their right to Union representation, the Employer will immediately provide the Union with written notice of the waiver one (1) working day prior to proceeding with the disciplinary meeting.
- 19.03 Should an employee be dismissed or suspended and it is later established that such dismissal or suspension was unfair or not in accordance with the provisions of this Collective Agreement, they shall be compensated for net loss of earning suffered by reason of such dismissal or suspension, subject to the finding of the grievance procedure.
- 19.04 Excepting in cases of discharge for cause, employees and the Employer shall give fourteen (14) calendar days notice of termination.
- 19.05 The applicable supervisor may suspend or warn any employee for a cause deemed sufficient subject to immediate review by the Employer and Union, as provided in the grievance procedure.
- 19.06 An employee who is absent for more than three (3) days without authorization of the Employer shall be considered to have terminated their employment.

#### **ARTICLE 20 – INSURANCE BENEFITS**

- 20.01 The Employer will make available and administer the Alberta School Employee Benefit Plan – Plan D (Long Term Disability Insurance) and Schedule 2 (Life, Accidental Death and Dismemberment). The Employer agrees to contribute eighty percent (80%) of the total monthly premium applied equally to each participating employee's monthly premium.
- 20.02 Employees must work a minimum of eighteen (18) hours per week to be eligible for benefits. All eligible full-time and part-time employees shall enroll in the Alberta School Employee Benefit Plan – Schedule 2 and Plan D – under Clause 20.01 as a condition of employment. Any full-time or part-time employees employed prior to this date of the signing of this contract working less than the eighteen (18) hours minimum and who are currently in receipt of benefits, shall not have their benefits reduced or eliminated.
- 20.03 From the date a participating employee becomes eligible for disability benefits under the Alberta School Employee Benefits Plan D, no further salary shall be paid by the Employer for the period of disability.

- 20.04 The Employer may make arrangements for full-time employees working a minimum of thirty (30) hours per week and part-time employees working a minimum of eighteen (18) hours per week to enter into the Local Authorities Pension Plan.
- 20.05 The Employer agrees to contribute eighty percent (80%) of the total monthly premium for each participating employee towards the Alberta School Employee Benefit Plan, Extended Health Care, Plan 1.
- 20.06 The Employer agrees to contribute eighty percent (80%) of the total monthly premium for each participating full-time and part-time employee towards the Alberta School Employee Benefit Plan, Dental Care, Plan 3.
- 20.07 The Employer agrees to contribute eighty percent (80%) of the total monthly premium for each participating employee towards the Alberta School Employee Benefit Plan, Vision Care, Plan 3.
- 20.08 Employees who are on leave of absence without pay for periods in excess of one (1) month may choose, subject to approval by the carrier, to retain insurance coverage by paying the total premium cost on their own behalf.
- 20.09 The Employer shall pay its share of premiums for the twelve (12) month period for eligible ten (10) month employees.
- 20.10 All full-time and part-time employees shall be eligible for benefit plans commencing from date of employment.
- 20.11 The Employer will establish for each employee a Health Care Spending Account that adheres to Canada Customs and Revenue Agency requirements. Effective March 19, 2014 the Employer will contribute \$41.67 per month (equivalent to \$500.00 annually) for each eligible employee. Effective September 1, 2014 the Employer will contribute \$51.67 per month (equivalent to \$620.00 annually) for each eligible employee. The unused balance will be carried forward for a total accumulation of two (2) years. The employees leaving the employ of the Employer will forfeit any remaining balances. Contributions will be prorated for employees employed less than full-time with the Employer. Employees currently employed on the date of ratification in any status by the Employer will be grandfathered for this provision and their Health Care Spending account will not be prorated.
- 20.12 Temporary employees shall be eligible for benefits in accordance with Clause 6.03 and their full-time or part-time status.

## **ARTICLE 21 – SUBROGATION**

- 21.01 If an employee is injured or becomes ill due to the negligence of a third party, the Employer has subrogation rights. Subrogation is the process whereby the Employer has the opportunity to recover all or part of the sick leave or vacation benefits paid to an employee during their absence. The Employer agrees to reinstate the employee's sick bank or vacation benefits proportionate to the extent of any reimbursement received. It is in the employee's interest to keep the Employer informed of any claim against a third party that will involve a claim for lost wages.

**ARTICLE 22 – TERM OF AGREEMENT**

22.01 Subject to Clause 22.05, this Collective Agreement shall be in full force and effect from September 1<sup>st</sup>, 2016 or the date of execution hereof, whichever is the later, until August 31<sup>st</sup>, 2020. The date of execution shall be the beginning of the month following the date of signing by the parties.

22.02 Either party may give to the other not less than sixty (60) and no more than one hundred and twenty (120) days prior to the termination of this Collective Agreement, a notice in writing of its intention to commence collective bargaining. At the first meeting between the parties following such notice, both parties shall exchange particulars of all proposed amendments. Negotiations shall be limited to the items in the two (2) lists combined.

Notwithstanding anything in this article, any portion of this Collective Agreement may be opened for negotiations between the Employer and the Union at any time, provided that both parties agree.

22.03 If neither party submits notice as per Clause 22.02, this Collective Agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given as per Clause 22.02.

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

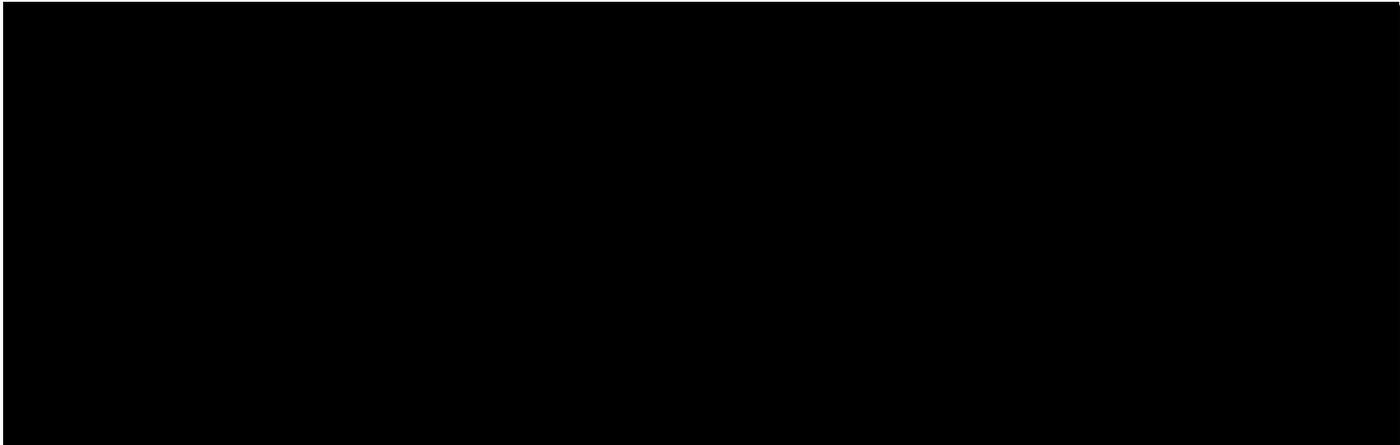
22.05 No provision in this Collective Agreement shall be retroactive unless specifically provided.

**IN WITNESS HEREOF** the Employer and the Union have executed this Collective Agreement

this 7 day of March, 2018.

**ON BEHALF OF ASPEN VIEW PUBLIC  
SCHOOL DIVISION NO. 78 ATHABASCA,  
ALBERTA**

**ON BEHALF OF THE CANADIAN UNION  
OF PUBLIC EMPLOYEES, LOCAL 4575  
SMOKY LAKE, ALBERTA**



**ARTICLE 23 – WAGE AND TERM**

<b>Schedule of Wages</b>									
Effective September 1, 2016 to August 31, 2017 - 0%									
<b>Classification</b>	<b>Category</b>	<b>Start</b>	<b>After 1 year (Step 1)</b>	<b>After 2 years (Step 2)</b>	<b>After 3 years (Step 3)</b>	<b>After 4 years (Step 4)</b>	<b>After 5 years (Step 5)</b>	<b>After 6 years (Step 6)</b>	<b>After 7 years (Step 7)</b>
Coordinator		19.77	20.63	21.55	22.47	23.36	24.27	25.15	26.07
FNMI Liaison		19.77	20.63	21.55	22.47	23.36	24.27	25.15	26.07
Secretary Administration		19.02	19.90	20.76	21.65	23.53	23.40	24.28	25.16
Secretary School		16.30	17.07	17.82	18.57	19.33	20.09	20.87	21.62
Educational Assistant	Virtual	19.77	20.63	21.55	22.47	23.36	24.27	25.15	26.07
	Coordinator								
	Certified	17.67	18.43	19.19	19.95	20.71	21.46	22.25	23.00
	Non-Certified	15.82	16.46	17.16	17.81	18.47	19.14	19.80	20.45
Library Clerk		18.04	18.93	19.82	20.68	21.55	22.44	23.31	24.18
Certified									
Library Clerk		16.32	17.10	17.89	18.66	19.40	20.22	21.00	21.76
Non-certified									
Cafeteria Worker		12.95	13.48	14.00	14.58	15.08	15.62	16.15	16.68
Journeyman		25.63	27.86	30.04	32.24				
Handyman		19.06	20.62	22.21	23.74				
Labourer		13.84	15.09	16.32	17.51				
Custodian I		17.61	18.83	19.40					
Custodian II		19.29	20.64	21.25					

**Schedule of Wages**

Effective September 1, 2017 to August 31, 2018 - 0%

Classification	Category	Start	After 1 year (Step 1)	After 2 years (Step 2)	After 3 years (Step 3)	After 4 years (Step 4)	After 5 years (Step 5)	After 6 years (Step 6)	After 7 years (Step 7)
Coordinator		19.77	20.63	21.55	22.47	23.36	24.27	25.15	26.07
FNMI Liaison		19.77	20.63	21.55	22.47	23.36	24.27	25.15	26.07
Secretary Administration		19.02	19.90	20.76	21.65	23.53	23.40	24.28	25.16
Secretary School		16.30	17.07	17.82	18.57	19.33	20.09	20.87	21.62
Educational Assistant	Virtual Coordinator	19.77	20.63	21.55	22.47	23.36	24.27	25.15	26.07
	Certified	17.67	18.43	19.19	19.95	20.71	21.46	22.25	23.00
	Non-Certified	15.82	16.46	17.16	17.81	18.47	19.14	19.80	20.45
Library Clerk - Certified		18.04	18.93	19.82	20.68	21.55	22.44	23.31	24.18
Library Clerk - Non- certified		16.32	17.10	17.89	18.66	19.40	20.22	21.00	21.76
Cafeteria Worker		12.95	13.48	14.00	14.58	15.08	15.62	16.15	16.68
Journeyman		32.72	33.56	34.42	35.30				
Handyman		19.06	20.62	22.21	23.74				
Labourer		13.84	15.09	16.32	17.51				
Custodian		16.25	17.57	18.16					
Custodian II		17.61	18.83	19.40					
Custodian III		19.29	20.64	21.25					

**Schedule of Wages**

Effective September 1, 2018 to August 31, 2019 - 1%

<b>Classification</b>	<b>Category</b>	<b>Start</b>	<b>After 1 year (Step 1)</b>	<b>After 2 years (Step 2)</b>	<b>After 3 years (Step 3)</b>	<b>After 4 years (Step 4)</b>	<b>After 5 years (Step 5)</b>	<b>After 6 years (Step 6)</b>	<b>After 7 years (Step 7)</b>
Coordinator		19.97	20.84	21.77	22.69	23.59	24.51	25.40	26.33
FNMI Liaison		19.97	20.84	21.77	22.69	23.59	24.51	25.40	26.33
Secretary Administration		19.21	20.10	20.97	21.87	23.77	23.63	24.52	25.41
Secretary School		16.46	17.24	18.00	18.76	19.52	20.29	21.08	21.84
Educational Assistant	Virtual Coordinator	19.97	20.84	21.77	22.69	23.59	24.51	25.40	26.33
	Certified	17.85	18.61	19.38	20.15	20.92	21.67	22.47	23.23
	Non-Certified	15.98	16.62	17.33	17.99	18.65	19.33	20.00	20.65
Library Clerk - Certified		18.22	19.12	20.02	20.89	21.77	22.66	23.54	24.42
Library Clerk - Non- certified		16.48	17.27	18.07	18.85	19.59	20.42	21.21	21.98
Cafeteria Worker		13.08	13.61	14.14	14.73	15.23	15.78	16.31	16.85
Journeyman		33.05	33.90	34.76	35.65				
Handyman		19.25	20.83	22.43	23.98				
Labourer		13.98	15.24	16.48	17.69				
Custodian		16.41	17.75	18.34					
Custodian II		17.79	19.02	19.59					
Custodian III		19.48	20.85	21.46					

**Schedule of Wages**  
Effective September 1, 2019 to August 31, 2020 - 1.5%

Classification	Category	Start	After 1 year (Step 1)	After 2 years (Step 2)	After 3 years (Step 3)	After 4 years (Step 4)	After 5 years (Step 5)	After 6 years (Step 6)	After 7 years (Step 7)
Coordinator		20.27	21.15	22.09	23.04	23.95	24.88	25.78	26.73
FNMI Liaison		20.27	21.15	22.09	23.04	23.95	24.88	25.78	26.73
Secretary Administration		19.50	20.40	21.28	22.19	24.12	23.99	24.89	25.79
Secretary School		16.71	17.50	18.27	19.04	19.82	20.60	21.39	22.16
Educational Assistant	Virtual Coordinator	20.27	21.15	22.09	23.04	23.95	24.88	25.78	26.73
	Certified	18.11	18.89	19.67	20.45	21.23	22.00	22.81	23.58
	Non-Certified	16.22	16.87	17.59	18.26	18.93	19.62	20.30	20.96
Library Clerk - Certified		18.49	19.41	20.32	21.20	22.09	23.00	23.90	24.79
Library Clerk - Non- certified		16.73	17.53	18.34	19.13	19.89	20.73	21.53	22.31
Cafeteria Worker		13.28	13.82	14.35	14.95	15.46	16.01	16.56	17.10
Journeyman		33.54	34.40	35.29	36.19				
Handyman		19.54	21.14	22.77	24.34				
Labourer		14.19	15.47	16.73	17.95				
Custodian		16.66	18.01	18.62					
Custodian II		18.05	19.30	19.89					
Custodian III		19.78	21.16	21.78					

**LETTER OF UNDERSTANDING #1**

Between

**Canadian Union of Public Employees, Local 4575**  
(the Union)

and

**Aspen View Public School Division No. 78**  
(the Employer)

The Employer agrees to take all necessary steps to apply for Taxation Number to allow for Premium Reduction for Employment Insurance. If successful in receiving a new Taxation Number, the Employer will implement the following:

1. Subject to Article 13 Salaries. The employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be administered for the benefit of employees by the Employer in accordance with the Employment Insurance Commission regulations.
2. The funds shall be paid to employees unless the Local and the Employer agree otherwise.

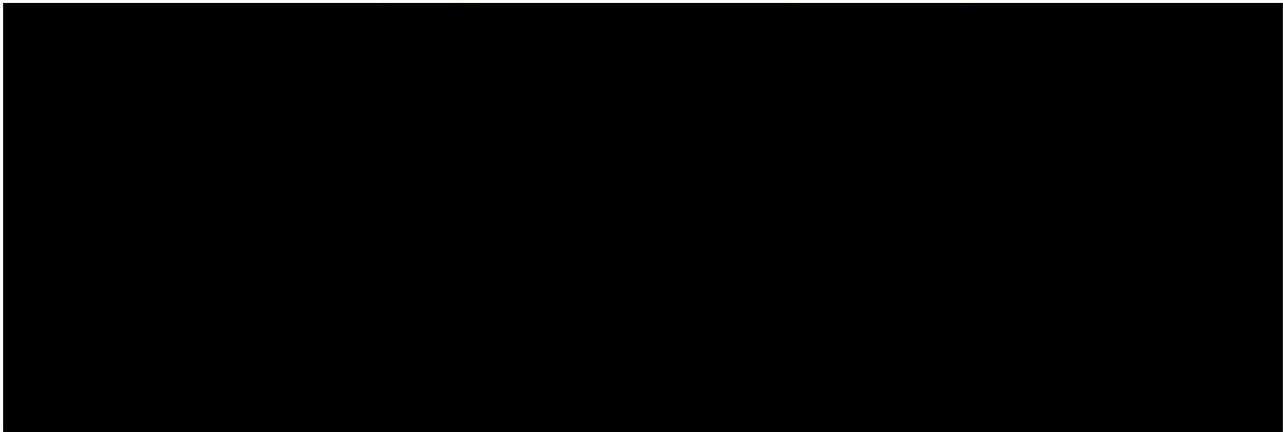
This Letter of Understanding shall remain in force and effect until December 31, 2019.

**IN WITNESS HEREOF** the Employer and the Union have executed this Letter of

Understanding this 7 day of March, 2018.

**ON BEHALF OF ASPEN VIEW PUBLIC  
SCHOOL DIVISION NO. 78 ATHABASCA,  
ALBERTA**

**ON BEHALF OF THE CANADIAN UNION  
OF PUBLIC EMPLOYEES, LOCAL 4575  
SMOKY LAKE, ALBERTA**



**LETTER OF UNDERSTANDING #2**

Between

**Canadian Union of Public Employees, Local 4575  
(the Union)**

and

**Aspen View Public School Division No. 78  
(the Employer)**

In recognition of the deletion of Article 20.06 *Insurance Benefits*, should Alberta Health Care be reinstated, discussion shall take place between the Aspen View Public School Division No. 78 and CUPE regarding contributions. There will be no reduction to the benefit level that was in effect at the time Alberta Healthcare was eliminated.

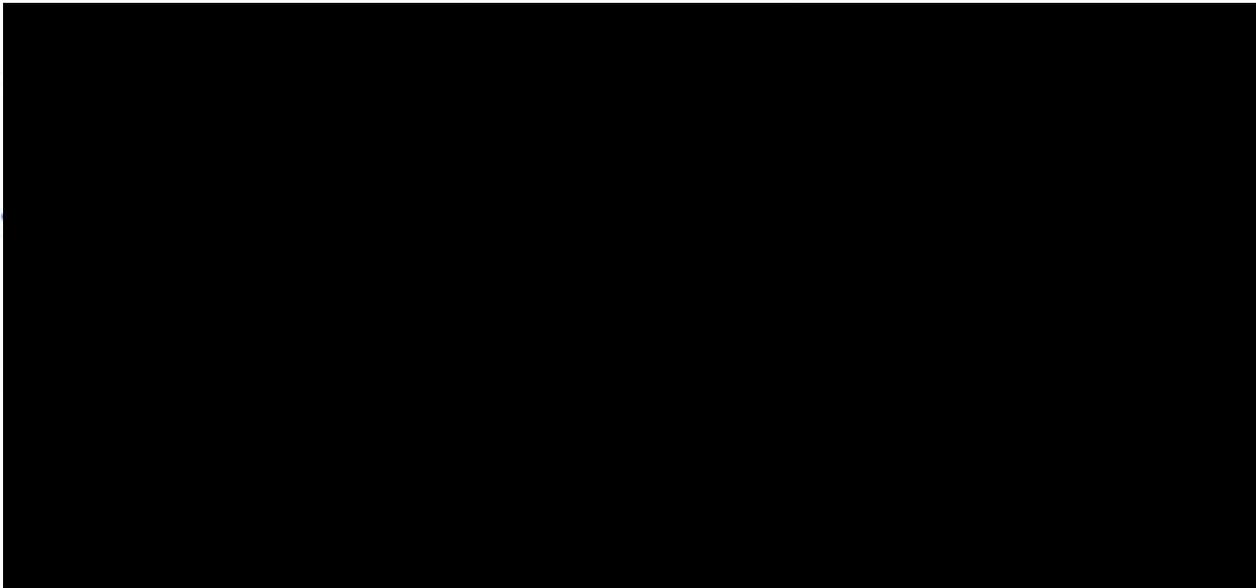
This Letter of Understanding shall remain in force and effect until August 31, 2020.

**IN WITNESS HEREOF** the Employer and the Union have executed this Letter of

Understanding this 2 day of March, 2018.

**ON BEHALF OF ASPEN VIEW PUBLIC  
SCHOOL DIVISION NO. 78 ATHABASCA,  
ALBERTA**

**ON BEHALF OF THE CANADIAN UNION  
OF PUBLIC EMPLOYEES, LOCAL 4575  
SMOKY LAKE, ALBERTA**



## **LETTER OF UNDERSTANDING #3**

Between

**Canadian Union of Public Employees, Local 4575**  
(the Union)

and

**Aspen View Public School Division No. 78**  
(the Employer)

The Parties agree to create a Labour Management Advisory Committee (LMAC) which shall consist of two (2) Representatives from Administration and two (2) Union Representative.

The purpose of the Committee is to:

- Be proactive in addressing Joint Labour Management problems and workplace issues.
- Promote effective and timely lines of communication.
- Demonstrate respect for the legitimate roles and responsibilities of the Union and the Employer.
- Meet to discuss Occupational Health and Safety concerns.

The Committee shall meet a minimum of twice a year as required and at a mutually agreed time and place. Additional meetings may be at the call of either Chair.

Members of the Committee shall receive a notice and agenda prior to meeting.

Employer and Union Representatives shall be designated as Joint Chairs and shall preside over alternate meetings.

LMAC shall not have jurisdiction over wages, grievances, and any other matter of the Collective Agreement including administration of the Collective Agreement.

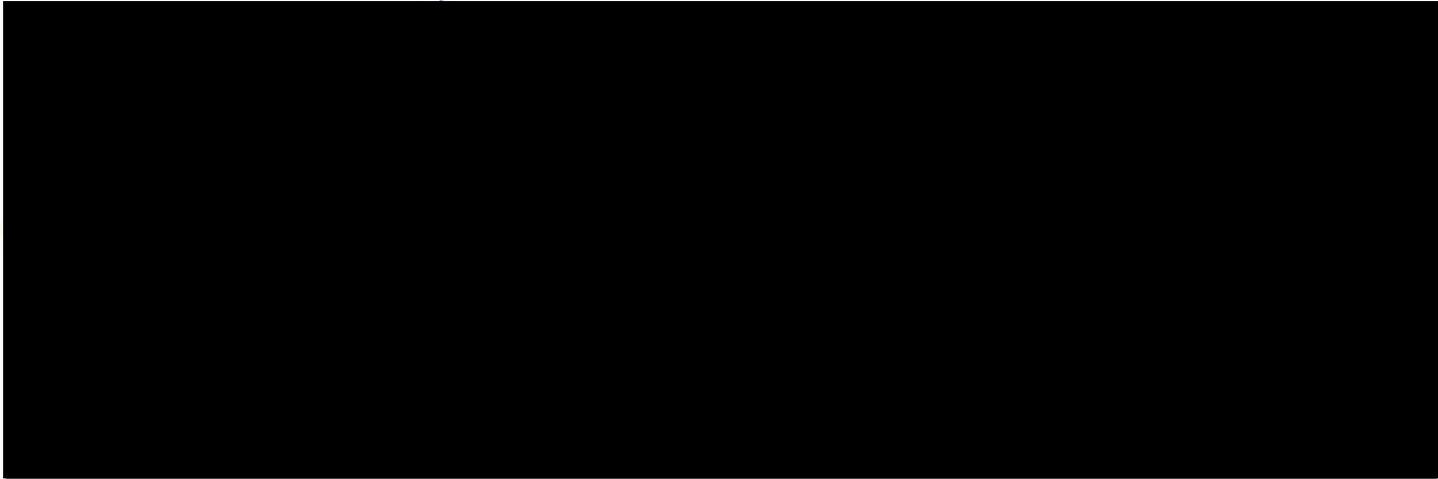
This Letter of Understanding shall remain in force and effect until August 31, 2020.

IN WITNESS HEREOF the Employer and the Union have executed this Letter of

Understanding this 2 day of March, 2018.

ON BEHALF OF ASPEN VIEW PUBLIC  
SCHOOL DIVISION NO. 78 ATHABASCA,  
ALBERTA

ON BEHALF OF THE CANADIAN UNION  
OF PUBLIC EMPLOYEES, LOCAL 4575  
SMOKY LAKE, ALBERTA



**LETTER OF UNDERSTANDING #4**

Between

**Canadian Union of Public Employees, Local 4575**  
(the Union)

and

**Aspen View Public School Division No. 78**  
(the Employer)

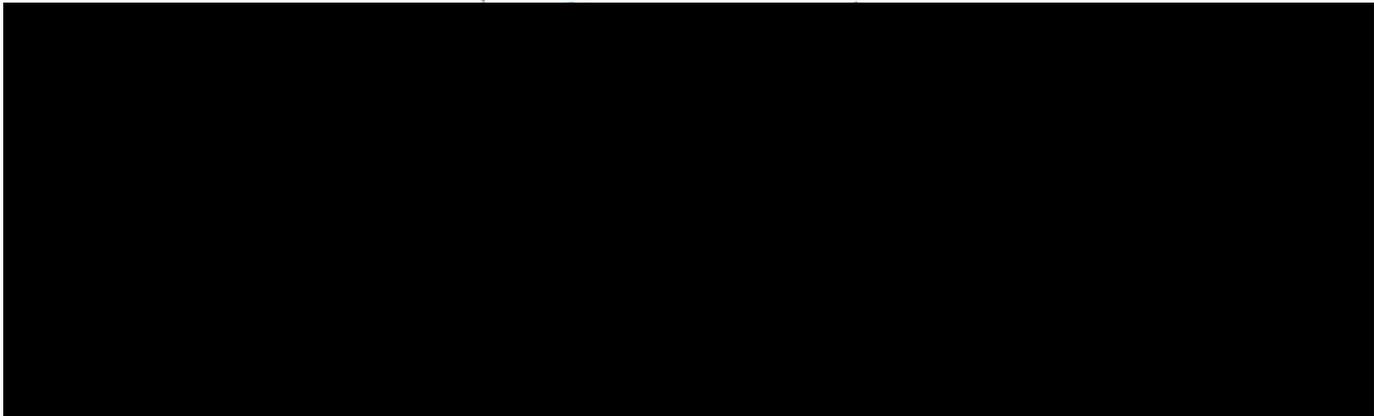
Aspen View Public School Division No. 78 agrees that all work or services performed by employees of the bargaining unit shall not be contracted out. This Letter of Understanding shall remain in force and effect until August 31, 2020.

**IN WITNESS HEREOF** the Employer and the Union have executed this Letter of

Understanding this 1 day of March, 2018.

**ON BEHALF OF ASPEN VIEW PUBLIC  
SCHOOL DIVISION NO. 78 ATHABASCA,  
ALBERTA**

**ON BEHALF OF THE CANADIAN UNION  
OF PUBLIC EMPLOYEES, LOCAL 4575  
SMOKY LAKE, ALBERTA**



**LETTER OF UNDERSTANDING #5**

Between

**Canadian Union of Public Employees, Local 4575  
(the Union)**

and

**Aspen View Public School Division No. 78  
(the Employer)**

In light of the amendments to the *Employment Standards Code*, Part 2, Alberta Regulations 14/97, which states that effective October 1, 2017 minimum wage in Alberta shall be thirteen dollars and sixty cents (\$13.60) and effective October 1, 2018 minimum wage in Alberta shall be fifteen (\$15.00) dollars. The Employer shall adjust the salary of employees who do not achieve minimum wages in the following manner:

- Effective October 1, 2017 employees in the following classification, Cafeteria Worker will be moved to the step on the grid which is equal to or better than minimum wage outlined in the above regulations.
- Effective October 1, 2018 employees in the following classification, Labourer, Cafeteria Worker will be moved to the step on the grid which is equal to or better than minimum wage outlined in the above regulations.

This Letter of Understanding shall be in force and effect until October 31, 2018 at which time it will be declared null and void.

**IN WITNESS HEREOF** the Employer and the Union have executed this Letter of

Understanding this 1 day of March, 2018.

**ON BEHALF OF ASPEN VIEW PUBLIC  
SCHOOL DIVISION NO. 78 ATHABASCA,  
ALBERTA**

**ON BEHALF OF THE CANADIAN UNION  
OF PUBLIC EMPLOYEES, LOCAL 4575  
SMOKY LAKE, ALBERTA**

