

COLLECTIVE AGREEMENT

between

Buffalo Trail Public Schools



and

The Canadian Union of Public Employees

Local 1606



Expires: August 31, 2022

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COLLECTIVE AGREEMENT

BETWEEN:

Buffalo Trail Public Schools

(Hereinafter called "The Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1606

(Hereinafter called "The Union")

PREAMBLE

Whereas it is the desire of both Parties to this Agreement

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

And whereas it is now desirable the methods of bargaining and all matters pertaining to working conditions and the objectives of the Employer and the Employees be drawn up in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - INTERPRETATION

- 1.01 "Regular Employee" shall mean an employee who occupies a regular position established by the Employer and who has completed the required probationary period set out in this Collective Agreement.
- 1.02 "Probationary Employee" shall mean a newly hired employee who occupies a regular position established by the Employer and who is serving the required probationary period set out in this Collective Agreement.
- 1.03 "Temporary Employee" shall mean an employee who occupies a temporary position established by the Employer that is of a continuous nature and replace a regular employee on approved leave for twenty (20) or more consecutive school days. Where possible, temporary assignments that exceed three (3) months shall be posted in accordance with Article 12. Temporary assignments will not exceed twelve (12) months without mutual consent of both parties.
- 1.04 "Casual Employee" means an unscheduled employee other than a regular, probationary or temporary employee.
- 1.05 "Regular Position" shall mean a position established as such, the duties of which are of a continuing nature of indefinite extent.
- 1.06 "Temporary Position" shall mean a position established as such, the duties of which are for a specific purpose and for a specific period of time.

ARTICLE 2 - APPLICATION

- 2.01 The provisions of the Collective Agreement shall apply to regular employees, except that during the probationary period the following Articles shall not apply:
- a) Article 8, Grievance Procedure (in case of termination of employment)
 - b) Article 9, Discipline or Termination of Employment
 - c) Article 11, Seniority
 - d) Article 12, Vacant or Newly Created Positions
 - e) Article 13, Layoff and Recall
- 2.02 All employees employed on a part-time basis shall receive the applicable wage rates, benefits and entitlements specified in this Collective Agreement on a pro-rata basis according to their hours of work.
- 2.03 Temporary employees shall receive only those benefits required by statute, the wages as per Article 21 and health plan benefits as per clause 23.03 and shall be subject to termination on one (1) days' notice.
- 2.04 Casual employees shall receive only those benefits required by statute, the wages as per Article 21, and shall be subject to termination on one (1) days' notice.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Employer retains all rights of management not specifically restricted by this Collective Agreement.

ARTICLE 4 - BARGAINING UNIT

- 4.01 The Employer recognizes Local 1606 of the Canadian Union of Public Employees as the sole and exclusive bargaining agent for employees coming within the unit by Certificate No. 94-95 issued by the Labour Relations Board on May 3, 1995 and as may be amended from time to time, as follows:

All Office, Clerical, Custodial and Maintenance employees, Instructional Assistants and Teacher Assistants with the exception of the Custodial Supervisor, Maintenance Supervisor, Executive Assistants, Payroll Clerks and SIS Operator/Grants Clerk.

ARTICLE 5 - DISCRIMINATION

- 5.01 The parties agree that at no time shall they conduct or condone any discriminatory behaviour because of connection with trade union organizations against any employee covered by this Collective Agreement, the Board of Buffalo Trail Public Schools, any of the Employer's staff not covered by this Collective Agreement, or any contractors, agents or representatives engaged by the Employer.

ARTICLE 6 - UNION DUES

- 6.01 The Employer agrees to deduct from the straight time wages of every employee covered by this Collective Agreement, initiation and monthly dues levied in accordance with the Union's Bylaws.
- 6.02 Dues deductions shall be forwarded to the Secretary-Treasurer of the Union not later than five (5) working days after the deduction is made, accompanied by a list of the names, classifications and the straight time wages of each employee.
- 6.03 When Income Tax (T4) slips are made available, the Employer shall indicate the amount of the Union dues paid by each employee in the previous year.
- 6.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of, or resulting from the operation of this Article.
- 6.05 Within thirty (30) calendar days of commencement of employment with the Employer, an employee shall become a member of the Union.
- 6.06 The Union may request from the Employer twice per calendar year a list of employees covered by this Collective Agreement. The list provided will contain the name, address and home telephone number of each employee.

ARTICLE 7- UNION MANAGEMENT RELATIONS

- 7.01 a) Only an Officer or Steward of the Union shall represent the Union when dealing with the Employer on matters covered by this Collective Agreement. The Union shall provide to the Employer the names of its officers, stewards and National Representative annually and any changes there to. The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when bargaining or dealing with the Employer.
- b) An employee has the right to the assistance of the Union representative, at the Union's expense, during a disciplinary meeting or, where the parties agree, a meeting that could potentially lead to a disciplinary action.

7.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of the Collective Agreement.

7.03 A Union bargaining committee shall be appointed and consist of not more than five (5) employees of the Employer. The Union will advise the Employer of the employees on the bargaining committee. Any time off from work shall require Employer approval and shall be leave with pay for a maximum of five (5) employees. The Union shall reimburse the Employer for the full cost of each employee granted such leave. The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when bargaining with the Employer.

7.04 Following review by the employer, the Union may post notices of meetings for its members on bulletin boards designated by the Employer.

7.05 Joint Committee

This committee shall consist of three (3) representatives of the Board of Trustees, up to two (2) members of the Employer's administrative staff and three (3) representatives of the Union.

This committee is established to deal with matters of mutual concern which may arise from time to time.

The Committee shall meet at least twice during the school term with the dates being determined by the parties. Matters pertaining to negotiations or grievances are not part of this Committee's mandate, nor can the committee bind either party. The discussions are without prejudice to the Employer and the Union. The parties agree to continue the current practice of developing agendas collaboratively in advance of meetings.

Where the joint committee holds a meeting during the normal working hours of regular employees acting as union representatives, the Employer agrees to pay the wages and benefits of the regular employees provided the Employer is reimbursed by the Union the full cost of wages and benefits of the affected regular employees.

7.06 – Joint Occupational Health and Safety Committee

The Employer and the Union shall participate in the Division's Joint Occupational Health and Safety Committee for the purpose of examining workplace health and safety issues. The committee will be composed of representatives of both management and employee groups, at least half representing the workers. Employees who attend meetings of this committee shall not suffer any loss of pay or benefits.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or an alleged violation of this Collective Agreement.

8.02 A grievance shall be processed according to the steps and time limits set out in this grievance procedure.

8.03 A grievance shall be initiated in writing within thirty (30) days of the event giving rise to the grievance.

8.04 An employee, with or without a shop steward, shall, during the time period set out in Clause 8.03, first attempt to resolve the difference with the immediate supervisor.

- 8.05 Failing settlement of the difference under Clause 8.04, the grievant shall submit a grievance, pursuant to Clause 8.03, to the Superintendent of Schools. The grievance shall set out the particulars of the grievance, the clause(s) of this Collective Agreement which are alleged to have been violated and the redress sought. The Superintendent of Schools, or designate, shall render a decision in writing within ten (10) days of the receipt of the grievance.
- 8.06 Failing settlement of the grievance under Clause 8.05, the grievant shall forward the written grievance to the Board of Trustees within ten (10) days of receipt of the decision from the Superintendent of Schools. The Board shall render a written decision on the grievance within ten (10) days after the next regularly scheduled Regional Board meeting.
- 8.07 Failing settlement of the grievance under Clause 8.06, the Union may refer the grievance to an Arbitration Board in accordance with clause 8.09 within ten (10) days of receipt of the Employer's decision.
- 8.08 a) A policy grievance arising between the Employer and the Union shall be initiated pursuant to Clause 8.03 with the Employer or the Union, as the case may be, setting out particulars of the grievance, the clause(s) of this Collective Agreement which are alleged to have been violated and the redress sought. The Employer or Union, as the case may be, shall render a written decision on the grievance within thirty (30) days of receipt of the grievance
- b) Failing settlement of the grievance under Clause 8.08(a), the Employer or the Union, as the case may be, shall refer the written grievance to an Arbitration Board within ten (10) days of receipt of the decision.
- 8.09 When either the Employer or the Union requests that a written grievance be submitted to an Arbitration Board, the request shall be made by registered mail addressed to the other party of this Collective Agreement indicating the name of its nominee to the Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two appointees shall endeavour to select a chairperson for the Arbitration Board.
- 8.10 If the party receiving the notice fails to make an appointment or if the two (2) appointees fail to agree on a chairperson within twenty (20) days of the appointment of the last appointee, a Chairperson shall be appointed in accordance with the Alberta Labour Relations Code upon the written request of either party.
- 8.11 The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make presentations. If either party alleges that the mandatory procedures addressed in this Article have not been followed, the Arbitration Board shall find on this allegation. If the mandatory procedures have not been followed, the Arbitration Board shall have no jurisdiction.
- 8.12 The decision of the majority shall be the decision of the Arbitration Board. Where there is no majority, the decision of the Chairperson shall be final, binding and enforceable on all parties, and may not be changed. The Arbitration Board shall not have the power to change this Collective Agreement or to alter, modify or amend any of its provisions.
- 8.13 Each party shall pay the fees and expenses of its own appointee, and one-half (1/2) of the fees and expenses of the Chairperson.
- 8.14 The time limits contained in the grievance procedure may be extended by the written consent of the parties.
- 8.15 All of the aforesaid time limits referred to in this grievance procedure shall be exclusive of Saturdays, Sundays and named Holidays.
- 8.16 At any stage of the grievance procedure, a grievant may request the assistance of an officer, steward or representative of the Union.
- 8.17 With the permission of the Employer, an officer, steward or a representative of the Union may have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.
- 8.18 Reasonable time off without loss of wages shall be granted by the Employer for the grievant, an officer, steward or witness(es) of the Union to meet with the Employer and/or attend the Arbitration Board hearing(s) into the matter, provided that the Union reimburses the Employer for the full cost of each individual granted time off.

ARTICLE 9 - DISCIPLINE OR TERMINATION OF EMPLOYMENT

- 9.01 A regular employee shall have the right to proceed under the grievance procedure in matters relating to discipline, suspension and discharge.
- 9.02 In cases of discipline and discharge, the burden of proof of just cause shall rest with the Employer.
- 9.03 An employee who is absent for three (3) consecutive scheduled working days without providing notice or sufficient cause to the Employer shall be deemed to have abandoned employment. Abandonment of employment shall be just cause for termination.
- 9.04 An employee shall provide two (2) weeks written notice to the Employer of intention to terminate employment.
- 9.05 The Union will be copied on all notices of discipline or discharge given to an employee.

ARTICLE 10 - PROBATIONARY PERIOD

- 10.01 Upon initial employment in a regular position, an employee shall serve a probation period of six (6) months from the date of hire. The probation period may be extended up to a maximum of nine (9) months. The local will be advised of such extension.
- 10.02 During the probationary period, a probationary employee may be terminated at any time by the Employer without recourse to the grievance procedure under this Collective Agreement.
- 10.03 When a temporary employee is appointed to a regular position and the duties of the regular position are identical to the duties performed by the temporary employee immediately prior to the appointment, the requirement to serve a probation period will be waived provided the temporary employee has performed these duties for six (6) months from the date of hire. The probation period may be extended up to a maximum of nine (9) months. The local will be advised of such extension.
- 10.04 For employees employed for the specific time frame of the school year, the probationary period shall be suspended while school operations are closed for the summer months (approximately coinciding with the months of July and August). The probationary period shall continue for the remainder of its term upon commencement of school operations following such a period of closure.

ARTICLE 11 - SENIORITY

- 11.01 Seniority shall be determined by an employee's length of service in a regular position with the Employer and shall be one of the considerations for the filling of vacant or newly created positions, layoff and recall under this Collective Agreement.
- 11.02 Upon successful completion of the probation period, a regular employee shall be credited with seniority back to the commencement of the probation period. Service accumulated by a temporary employee as defined in clause 10.03 shall also be credited to an employee's seniority.
- 11.03 Seniority shall accumulate when a regular employee is absent from work due to sickness, accident, lay-off or leave of absence approved by the Employer, as specified in this Collective Agreement.
- 11.04 Seniority shall be lost in the event an employee in a regular position:
- a) is dismissed for just cause and is not reinstated;
 - b) resigns in writing;
 - c) is absent from work in excess of three (3) consecutive scheduled working days without providing prior notice or sufficient cause to the Employer,
 - d) fails to return to work from lay-off within seven (7) calendar days of being notified by the Employer by registered mail to do so. It shall be the responsibility of the employee to keep the Employer informed of their current address and telephone number;
 - e) is laid off for a period of longer than twelve (12) months.
- 11.05 The Employer will prepare a seniority list in March of each year and distribute to school principals and the CUPE Local as well as posting the seniority list on the secure portion of the Buffalo Trail Public Schools Website.

ARTICLE 12 - VACANT OR NEWLY CREATED POSITIONS

- 12.01 In filling a vacant or newly created position coming within the scope of this Collective Agreement, knowledge, qualifications, skills and employee evaluations shall be the primary considerations. Where two or more applicants are determined relatively equal under this criteria, seniority shall be the determining factor.
- 12.02 In filling a vacant or newly created position, the Employer shall advise employees of the competition by posting a notice containing the required qualifications, on the Employer's website for five (5) working days. A copy of the posted notice will be forwarded to the President of the Local.
- 12.03 Where a regular Employee has accepted a vacant or newly created position, the employee shall serve a trial period of sixty-five (65) days worked. If the employee is deemed to be unsuitable for the position, or is unable to perform the duties of the position, the Employer shall return the employee to the employee's former position or to a comparable position, without loss of seniority.
- 12.04 The Employer shall notify the Union of the name of the successful applicant appointed to a vacant or newly created position.
- 12.05 The Employer shall notify the local president of retirements, resignations and terminations, commencement of leaves of absence and return from leaves of absence as they occur.

ARTICLE 13 - LAYOFF & RECALL

13.01 Notice Provisions

- a) The Employer shall notify regular employees to be laid off in accordance with Article 13 at least fourteen (14) calendar days before the layoff is to be effective. If the employee who has received layoff notice is not provided with an opportunity to work during the notice period, such an employee shall be paid an amount equal to the wages the employee would have earned, had the employee worked the employee's regular hours of work in the fourteen (14) calendar day period. If such employee is assigned duties other than those normally connected with the classification in question during the notice period, the employee shall not be paid less than the amount of wages the employee would have been entitled to receive had such employee remained in the employee's previous position except for the notice of layoff.
- b) The Union shall be notified of layoff(s) and recall(s) as they occur.
- c) Notice of layoff shall be in writing and shall be served either in person or by registered letter directed to the employee's last known address. Layoff notices served by registered letter shall be considered served effective the date of registration with the postal service, or if served in person shall be considered served effective the date of receipt by the employee.

13.02 Temporary Summer Lay-Off

- a) An employee may be subject to a temporary summer layoff. The Employer shall notify these employees at least fourteen (14) calendar days in advance of the effective date of such temporary summer layoff.
- b) Employees on temporary summer layoff shall continue to receive health plan benefits during the summer layoff period.
- c) In the event a regular employee is not recalled to work by the designated commencement date of the new school year, the regular employee shall remain on layoff and be subject to the recall provisions under clause 13.03.
- d) In the event a regular employee on temporary summer layoff does not return on the designated recall date, the regular employee shall be deemed to have resigned their employment.

13.03 CUPE Recall Provision

- a. A regular employee, laid off due to lack of work, will be placed on a recall list for a maximum of twelve (12) months until the employee is recalled to their former classification or has had the opportunity to recall to a lower classification. Recall shall occur in accordance with the following:
- b. In the event that a position becomes available in the school from which the regular employee (who has satisfied a six (6) month probationary period) was laid off, they will be provided with an opportunity to be recalled to the school from which they were laid off should a position identified in clause 13.03 become available within twelve (12) months from the date of layoff. Employees shall be recalled to the school in order of their seniority.
- c. If the employee accepts the recall, they will return to work in that school in an assignment determined by the principal of the school.
- d. If the employee refuses a recall to a position to the school from which they were assigned when they were laid off, they will be removed from the recall lists.
- e. An employee, who has exceeded the twelve (12) month recall provision, has refused a recall to a position and is removed from the recall list, or feels they are qualified for a position at any other BTPS school, is welcome to apply for positions that become available in the division.
- f. An employee on recall who applies for and is accepted for another position shall be removed from the recall list.
- g. An employee may refuse recall during the recall period, without removal from the recall list, if:
 - the employee has provided the employer with medical information which states that the employee is physically, or otherwise incapable of performing the duties of the position at the time of recall, or;
 - the parties have mutually agreed in writing to waive the recall provision for an agreed period of time.

13.04 Temporary Assignment During Layoff

In the event a regular employee on layoff accepts an offer to work as a temporary employee, the laid off employee's recall period shall be reset. The regular employee shall be governed by the Collective Agreement provisions applicable to a temporary employee except that the regular employee's seniority standing shall not be affected by the period of employment as a temporary employee.

ARTICLE 14 - HOURS OF WORK

14.01 Central Services/Schools

- a) The normal hours of work for employees working in Schools or Central Services shall not exceed thirty-five (35) hours in a week of five (5) working days, Monday to Friday, with the exception of the Transportation Assistant who shall work forty (40) hours per week, eight (8) hours per day. A one (1) hour unpaid meal break will be provided, except where mutually agreed between the supervisor and the employee, the unpaid meal break may be less than one hour (1), but not less than one-half (1/2) hour.
- b) Notwithstanding clause 14.01 (a), where it has been the established practice to have an employee in Schools or Central Services working more than seven (7) hours per day or thirty-five (35) hours per week, this practice shall continue.

14.02 Maintenance I Custodial/ Technology Employees

- a) The normal hours of work for Custodial, Maintenance and Technology Employees shall not exceed forty (40) hours in a week of five (5) consecutive days, Monday to Friday. A one (1) hour unpaid meal break will be provided, except where mutual agreement between the supervisor and the employee, the unpaid meal break may be less than one (1) hour, but not less than one-half (1/2) hour.
 - b) Custodial, Maintenance and Technology Employees shall have their normal hours of work scheduled between 5:00 a.m. and 7:00 p.m. unless otherwise mutually agreed between the Employer and the employee.
- 14.03 An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second half of each work day.
- 14.04 An employee shall be paid a minimum of three (3) hours at the Employee's regular rate of pay for each regular shift worked.
- 14.05 Employees may request changes from the normal hours of work during the months of July and August provided the arrangements can be mutually agreed upon with the Employer.
- 14.06
- a) As fiscal organizational and conditional changes warrant, the Employer may change the normal hours of work and work schedules for any job classifications in this Collective Agreement.
 - b) Where the normal hours of work and/or work schedule for a regular employee is to be changed, the Employer shall discuss the change with the affected regular employee and the Union. It shall be the prerogative of the Employer, upon fourteen (14) calendar days notice to the Union to implement the change to the regular employee's normal hours of work and/or work schedule.
 - c) Clause 14.06 (a) and (b) shall not apply to short-term changes by the Employer to a regular employee's normal hours of work and/or work schedule.

ARTICLE 15 - OVERTIME

- 15.01
- a) All overtime must be pre-authorized by the Employer.
 - b) Overtime shall not be accrued until after seven (7) hours per day or thirty-five (35) hours per week for employees working in schools or Central Services.
 - c) Overtime shall not be accrued until after eight (8) hours per day or forty (40) hours per week for employees working as custodians or in maintenance and technology.
 - d) Where it has been the established practice to have a school or Central Services employee work eight (8) hours per day, forty (40) hours per week, this practice shall continue; subject to the provisions of this agreement, and overtime shall not be paid until the eight (8) hours per day or forty (40) hours per week have been exceeded.
- 15.02 All overtime work authorized by the Employer shall be paid for at the rate of one and one-half (1 1/2x) times the employee's regular rate of pay for the first two (2) hours worked, then double time (2x) thereafter. In the event that an employee elects to take time-off-in-lieu of overtime, it shall be calculated at one and one-half times (1 1/2) the employee's regular rate of pay. Time off in lieu shall be taken at a mutually agreed time between the employee and the Employer. In any event, any surplus overtime not taken by April 30 shall be paid out to the employee unless another time is mutually agreed upon by that date.
- 15.03 Notwithstanding Clause 15.01, an employee who is called back to work after completing their regular shift shall be paid for a minimum of two (2) hours overtime. The employee shall be paid from the time leaving home to report for duty, until the time arriving back at home, provided the employee proceeds directly from work to home.

ARTICLE 16 - RECOGNIZED HOLIDAYS

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Christmas Eve Day
Family Day	Boxing Day

and any other day proclaimed as a holiday by the Federal, Provincial, Municipal Government or Buffalo Trail Public Schools.

- 16.02 To be eligible for a recognized holiday, an employee shall not be absent from work on the last working day prior to or the first working day following the recognized holiday, unless the absence is authorized by the Employer.
- 16.03 An employee in a regular position who works on a recognized holiday shall be paid at the rate of two times (2x) the regular rate of pay for those hours worked on the recognized holiday, as well as receive another regular working day off with pay at a time mutually agreed between the employee and the Employer.

ARTICLE 17 - ANNUAL VACATION

- 17.01 In this Article, "Vacation Year" means the period from September 1st of one year to August 31st of the following year. The August 31st preceding a vacation year will be the common anniversary date for determining years of service for the purpose of vacation credits.
- 17.02 An employee in a regular position, employed to work twelve (12) months per year, shall earn vacation credits in a vacation year as follows:
- Less than one (1) year of continuing service: one and one-quarter (1 1/4) work days per each full month of employment;
 - One (1) or more years of continuing service: fifteen (15) work days;
 - Nine (9) or more years of continuing service: twenty (20) work days;
 - Twelve (12) or more years of continuing service: twenty-five (25) work days;
 - Nineteen (19) or more years of continuing service: thirty (30) work days.
- 17.03 An employee in a regular position, employed to work less than twelve (12) months per year, shall earn vacation credits in a vacation year in accordance with clause 17.02. The Union agrees that these employees shall use their vacation credits during the Christmas break, Easter break, Teacher's Convention and Professional Development days, as established by the Employer. The Employer may approve the use of vacation credits outside of the periods specified in this clause.
- 17.04 No vacation credits shall be carried over from one vacation year to the next vacation year, unless mutually agreed in advance by the Employer and the employee.
- 17.05 a) The Employer agrees to permit employees to use vacation credits for the vacation year in advance of earning the vacation credits, provided that any use of vacation credits in excess of earned vacation credits shall be recovered from any monies owing to the employee at the time of termination of employment.
- b) An employee with vacation credits earned at the time of termination of employment will receive a proportionate payment of wages in lieu of vacation credits.
- 17.06 The following shall apply to employees in regular positions employed to work twelve (12) months per year: When vacations are scheduled, preference shall be given on the basis of seniority to those employees having children attending school provided the vacation is within the normal school break.

- 17.07 a) The Employer agrees to determine and post the vacation schedule by May 1st of each year with changes after May 1st to be mutually agreed.
- b) When it is mutually agreed prior to May 1st of each year, vacation credits may be taken in a broken period.
- 17.08 If a recognized holiday under Article 16 falls or is observed during an employee's scheduled vacation period, that day shall be treated as a recognized holiday, and no deduction will be made from the employee's vacation credits.
- 17.09 Where an employee can demonstrate to the Employer's satisfaction that during the employee's vacation period the employee qualifies for sick or bereavement leave, there shall be no deduction made from the employee's vacation credits.

ARTICLE 18 - SICK LEAVE PROVISIONS

- 18.01 Sick leave means a period of authorized leave from work which a regular employee requires as a result of illness or medical disability.
- 18.02 A regular employee shall earn sick leave credits on the basis of two (2) work days for each month that the employee is scheduled to work to a maximum of twenty-four (24) days per year. Any unused portion of earned sick leave credits during a year shall be accumulated to the employee's credit with the Employer to a maximum of one hundred and twenty (120) work days.
- 18.03 A deduction shall be made from accumulated sick leave credits for all working hours absent on sick leave, exclusive of Recognized Holidays.
- 18.04 a) A regular employee may use up to five (5) work days of their sick leave credits, without loss of pay and applicable benefits, to attend to a serious illness of a spouse, common-law partner, child, parent, guardian, parent-in-law, grandparent, son-in-law, daughter-in-law, brother, sister, grandchild, brother-in-law, sister-in-law, grandparent of spouse, and other close members who live in the employee's household. A serious illness or disability is defined as a life threatening medical condition.
- b) Five (5) working days of an employees' sick leave credits may be used for family medical purposes to attend to an employee's spouse, common-law partner, child, mother or father.
- 18.05 An employee shall be required to produce a certificate from a medical practitioner for any sick leave absence exceeding three (3) working days. The certificate shall certify that the employee is unable to perform the employee's duties because of illness or medical disability.
- 18.06 Medical proof may be required to substantiate any absence under Article 18 – Sick Leave Provisions. The Employer shall pay the full cost for such medical certificate with proof of receipt.
- 18.07 a) Where an employee has applied for the Long Term Disability Plan, no further sick leave credits shall be paid by the Employer after ninety (90) continuous calendar days of illness or medical disability.
- b) While waiting for approval/rejection from the Long Term Disability Plan, an employee shall be entitled to continue to utilize their accumulated sick leave credits.
- c) Once Long Term Disability payments begin, payments from their sick leave bank shall cease and the employee shall reimburse the Employer for the borrowed credits from their sick leave bank.

ARTICLE 19 - LEAVE OF ABSENCE

- 19.01 a) A regular employee shall be granted a maximum of five (5) regularly scheduled consecutive work days leave without loss of wages in the case of death of a parent, spouse, common-law partner, child, mother or father-in-law.

- b) A regular employee shall be granted a maximum of three (3) regularly scheduled consecutive work days leave without loss of wages in the case of death of a brother, sister, sister or brother-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, guardian, fiancé, or any other person who has been residing in the regular employee's household.
 - c) When attendance at the funeral requires the regular employee to travel outside of the province, up to three (3) days with pay shall be granted for travel purposes.
 - d) In the event of a death of another relative or close friend, the Employer shall grant one-half (1/2) working day off with pay per school year to attend the memorial or funeral service within the school division. For funerals and memorial services outside the school division, the leave may be extended to a full day.
- 19.02 The Employer shall grant leave of absence to any regular employee required to serve as a juror or witness to any court. The Employer shall pay such employee the difference between regular earnings and the monies received for services as a juror or witness.
- 19.03 Leave of absence shall be granted to an employee, upon written request to the Employer, to attend the Union Convention as an elected or appointed representative, or to attend executive and committee meetings of CUPE or any affiliated organization. The employee shall continue to receive their regular wages and benefits from the Employer who will then invoice the Union for the full cost of wages and benefits attributed to each leave.
- 19.04 Where the Employer approves a leave of absence for an employee to fill a full-time position with the Union, such leave of absence shall be without pay and without benefits and such leave shall be renewed each year. Provided the employee remains eligible to remain on the Employer's health plans, the Employer agrees to continue health plan benefit contributions on behalf of the employee provided the employee reimburses the Employer for the full contributions made on behalf of the employee.
- 19.05 Where the Employer approves a leave for a regular employee so that the regular employee can be a candidate in a Federal, Provincial or Municipal election, the leave of absence shall be without pay and benefits. Provided the regular employee remains eligible to remain on the Employer's health plans, the Employer agrees to continue health plan benefit contributions on behalf of the regular employee provided the regular employee reimburses the Employer for the full contributions made on behalf of the regular employee.
- 19.06 The Employer agrees to grant leave of absence with pay for the following incidents and for the following maximum annual days for each incident, provided the employee is required to attend to the incident during the employee's normal hours of work:

INCIDENT

ANNUAL MAXIMUM DAYS

- a) To write an examination to upgrade

employment qualifications for work one (1) day

- b) Personal Leave

two (2) days, one of which may be carried

over to the next school year and must be used in that year.

- c) Impassable Roads

An employee who, despite reasonable effort, is unable to travel to the employee's school from the employee's usual place of residence because of:

- (a) severe weather;
- (b) impassable road conditions for which there has been reasonable, and repeated attempts made by the employee to reach their place of employment.
- (c) the failure of transportation other than the employee's own which the employee regularly relies upon for transportation to and from school,

is entitled to pay and applicable benefits for the periods of absence so occasioned.

- 19.07 Where the Employer grants a leave of absence under clause 19.06(a) and/or (b) and the employee resigns within three (3) months of taking the leave, the employee must reimburse the Employer the wages paid for the leave.
- 19.08 A regular employee may make application to the Employer for a leave of absence, with or without pay. Such application shall be in writing stating the reason(s) necessitating the leave.
- 19.09 The Employer may require written verification for any leave of absence under this Article.
- 19.10 A regular employee who is absent on authorized leave without pay under this Article, in excess of thirty (30) consecutive calendar days, shall cease to accrue any benefits under this Collective Agreement for the entire period of absence.
- 19.11 The Employer recognizes its commitment to provide eligible employees leave under the Employment Standards Code as amended from time to time, including but not limited to Compassionate Care Leave, Domestic Violence Leave, Critical Illness Leave, Death or Disappearance of a Child Leave, Reservist Leave, and Citizenship Ceremony Leave.

ARTICLE 20 - Maternity and Parental Leave

- 20.01 a) Maternity leave shall be granted without pay upon two (2) weeks' notice.
- b) Leave of absence without pay or benefits shall be granted, upon two (2) weeks written notice where possible, to an Employee who is pregnant or who will be the primary caregiver of a natural or adopted child of that Employee. Such leave shall be for a definite period not to exceed sixteen (16) consecutive weeks for maternity leave, sixty-two (62) consecutive weeks for parental (birth or adoption). The Employee agrees to apply for Employment Insurance benefits for maternity or parental leave no later than the date of delivery, in the case of birth, and no later than the date that notice of successful adoption is received by the adopting parent(s), in the case of adoption. The Employee will verify to the Employer's satisfaction that she/he is in receipt of Employment Insurance benefits by providing a copy of the Employment Insurance cheque stub to the Employer upon request.
- c) The regular employee returning to work after maternity leave shall provide the Employer with at least two (2) weeks prior notice. On return from maternity leave the regular employee shall resume her former position or a comparable position.
- d) The health related portion of the employee's maternity leave shall be as determined by medical documentation. The Employer agrees to top up the EI benefits received by the employee to an amount equal to the employee's normal weekly earnings, during the health related portion of the leave, falling within the entitlement period (seventeen (17) weeks maximum). The Employer agrees that as part of the topping up process, it will pay the full salary for the two (2) week EI qualifying period, provided that the employee does not receive any EI benefits for that period. The provisions of the sick leave article shall not apply in the case of maternity leave. The Employer shall pay its portion of each employee's benefit plan premiums during the health related portion of her maternity leave. The remainder of the maternity leave not covered by the health related portion shall be without pay and without Employer contribution to employee benefit plan premiums or top up of EI benefits. The Employer shall advise each employee to apply for extended disability benefits at least thirty (30) days in advance of her expected eligibility for such benefit. After ninety (90) consecutive calendar days of disability the employee shall apply for extended disability benefits and no further salary shall be payable.

ARTICLE 21 - PAYMENT OF WAGES

SCHOOL EMPLOYEES (10 MONTH EMPLOYEES)

TITLE	Untrained				Trained		
	Casual	Start	1 Year	2 Year	Start	1 Year	2 Year
Educational Assistant	\$16.54	\$16.54	\$18.36	\$19.16	\$17.78	\$19.79	\$20.60
Learning Commons Facilitator	\$16.54	\$16.54	\$18.36	\$19.16	\$17.78	\$19.79	\$20.60
Administrative Assistant	\$16.88	\$16.88	\$17.35	\$19.06	\$18.57	\$19.88	\$22.45
Van Driver	\$18.05	\$18.05	\$18.46	\$18.88			

CENTRAL SERVICES (12 MONTH EMPLOYEES)

TITLE	Untrained				Trained		
	Casual	Start	1 Year	2 Year	Start	1 Year	2 Year
Administrative Assistant	\$18.30	\$18.30	\$19.11	\$20.79	\$19.98	\$21.58	\$22.45
Accounting Clerk		\$21.92	\$23.16	\$23.96	\$23.11	\$23.46	\$24.87
Senior Accounting Clerk					\$24.86	\$25.72	\$26.63
Transportation Assistant		\$23.12	\$23.46	\$24.86			
Facilities Assistant		\$23.12	\$23.46	\$24.86			

MAINTENANCE (12 MONTH EMPLOYEES)

TITLE	Casual	Start	1 Year	2 Year
Maintenance I		\$22.57	\$24.96	\$25.34
Maintenance II		\$28.36	\$31.61	\$32.01
Maintenance Assistant	\$18.05	\$18.05		
Custodian	\$18.05	\$18.05	\$19.37	\$21.02

TECHNOLOGY (12 MONTH EMPLOYEES)

TITLE	Start	1 Year	2 Year
Systems Analyst I	\$21.90	\$24.95	\$26.04
Systems Analyst II	\$26.04	\$29.40	\$32.81
Systems Analyst III	\$32.81	\$36.17	\$39.13
Systems Analyst IV	\$39.13	\$42.49	\$43.36

All twelve (12) month employees agree to be paid in twelve (12) equal pay cheques. All adjustments, if any, will be made by the end of August.

All ten (10) month employees agree to be paid in ten (10) equal pay cheques. All adjustments, if any, will be made by the end of June.

A Casual Employee shall be paid at the start rate of the 'untrained' salary grid which applies to the position being filled.

21.01 When an employee is temporarily assigned by the Employer to perform the principle duties of a higher paying classification under this Collective Agreement, the employee shall receive a higher rate of pay for each shift (minimum three (3) hours) worked in the higher paying classification.

ARTICLE 22 - JOB CLASSIFICATION

- 22.01 a) The Employer agrees to provide in Policy, general job descriptions for classifications covered By this Collective Agreement. It is understood by the parties that a job description can only be a guide and that employees are expected to perform any duties incidental to the general job description whether or not these incidental duties are specified in the job description.
- b) An Employee, shall be provided an electronic copy of the Employee's job description. Upon commencement of employment with the Employer, an Employee will be given a copy of the description.
- 22.02 a) When a regular employee feels the employee's position is incorrectly classified or when a new position covered by this Collective Agreement is established and classified, the rates of pay for the position shall be subject to mutual agreement between the Employer and the Union.
- b) Should the parties be unable to agree on the rates of pay for the position in question, the matter may be the subject of the next round of the collective bargaining between the parties to this Collective Agreement. Should collective bargaining not commence within ten (10) months or less, the matter may be referred to an Arbitration Board under the grievance procedure.

ARTICLE 23 - HEALTH PLAN BENEFITS AND PENSION PLAN

- 23.01 The Employer agrees to pay, on behalf of eligible regular full-time Employees, ninety-five percent (95%) of the cost of monthly premiums for the duration of this Agreement, for the following Health Plan Benefits:
- Effective September 1, 2020 the Employer agrees to pay, on behalf of eligible regular full-time Employees, ninety-eight percent (98%) of the cost of monthly premiums for the duration of this Agreement, for the following Health Plan Benefits:
- Effective September 1, 2021 the Employer agrees to pay, on behalf of eligible regular full-time Employees, one hundred percent (100%) of the cost of monthly premiums for the duration of this Agreement, for the following Health Plan Benefits:
- a) Alberta Health Care Insurance Plan- Basic Plan
- b) Alberta School Employee Benefit Plan- Extended Health Care (Plan 1)
- c) Alberta School Employee Benefit Plan - Life Insurance and Accidental Death & Dismemberment Benefits (Schedule 2)
- d) Alberta School Employee Benefit Plan - Extended Disability (Plan D)
- e) Alberta School Employee Benefit Plan - Dental (Plan 3)
- f) Alberta School Employee Benefit Plan- Vision Care (Plan 3)
- 23.02 Premiums for a part-time employee who qualifies for benefits under clause 23.01 after May 1, 1988 shall be made on a pro-rata basis by comparing the part-time hours worked to the hours of work of a full-time employee.
- 23.03 The provisions of clause 23.01 will be made available to an eligible Temporary employee who works beyond six (6) consecutive months. Premiums for any benefits received will be on a pro-rata basis by comparing hours worked by the temporary employee to the hours worked of a full-time employee.
- 23.04 A regular employee on temporary summer lay-off shall continue to receive health plan benefits under clause 23.01 during the summer lay-off period.
- 23.05 All eligible employees shall be enrolled in the Local Authorities Pension Plan.
- 23.06 For pension and benefit purposes, thirty (30) hours per week is a full time equivalent (FTE).
- 23.07 Nothing in this Collective Agreement precludes the employer from securing a benefit plan through an alternate carrier provided the overall plan is considered equivalent or greater to that provided for in this Collective Agreement. Should the employer choose to change benefit carriers, they shall notify the union in writing with a minimum of thirty (30) calendar days' notice.

ARTICLE 24 - CONTRACTING OUT

- 24.01 The Union recognizes that the Employer has the right to contract out any work or services within its jurisdiction.
- 24.02 The Employer agrees that for the term of this Collective Agreement there shall be no contracting out of work as provided by the employees covered by Certificate #94-95.
- 24.03 Employees who are not covered by this Collective Agreement shall not perform the job of an employee in a regular position covered by this Collective Agreement except for the purposes of instruction, experimentation, or in urgent situations where the employee is not available, and provided that the performing of this work does not reduce the full time I part time hours of work or pay of the employees.

ARTICLE 25 - SUBROGATION

- 25.01 If an employee receives sick leave benefits from the Employer because the employee has been injured through the fault of a third party, the Employer has subrogation rights. This means the employee may make a claim to recover the amount of these benefits from the third party. Where the employee has recovered such benefits, the employee may be required to reimburse the Employer. When the Employer is reimbursed, the employee's sick bank will be reinstated in proportion to the amount of reimbursement to the Employer.

ARTICLE 26 - GENERAL

- 26.01 Where an employee is required to use the employee's private automobile to travel on the Employer's business, the employee shall be reimbursed at the rate established for other employees and officials of the Employer.
- 26.02 a) Eligible employees shall be covered by the Workers' Compensation Act.
- b) An employee who is prevented from performing the employee's regular duties, as a result of an injury sustained in the performance of duties with the Employer, and as a result is eligible to receive Workers' Compensation, shall be paid regular wages during the period the employee is required to remain off work provided the employee assigns over to the Employer any Workers' Compensation Board payments received.
- 26.03 Where a regular employee is covered by the Long Term Disability Plan, no further payments under clause 26.02 (b) shall be paid by the Employer after ninety (90) continuous calendar days of absence due to injury.
- 26.04 Where the Employer requires a full time permanent employee to wear safety footwear, the Employer shall reimburse such employee, upon acceptable original proof of purchase of CSA approved footwear, up to an amount of one hundred fifty (\$150.00) dollars every two (2) calendar years. There shall be no carry forward of any amount from one (1) calendar year to the next calendar year. Subject to the conditions described, the amount shall be prorated in accordance with the FTE for part time eligible employees.

ARTICLE 27 - TERM AND EFFECTIVE DATE

- 27.01 Unless otherwise specifically provided for in this Collective Agreement, this Collective Agreement takes effect on the first month following ratification by both parties and remains in effect until August 31, 2022. The provisions shall continue from year to year thereafter unless either party serves notice under clause 27.02. Notwithstanding notice, the provisions of the Agreement shall continue, in accordance with the Labour Relations Code, until a new Collective Agreement is concluded or a strike or lockout commences.
- 27.02 Not less than sixty (60) calendar days nor more than one hundred twenty (120) calendar days prior to the termination date of this Collective Agreement either party may give to the other party a notice in writing of its intention to commence collective bargaining or its intention to terminate this Collective Agreement.
- 27.03 At the first meeting between the parties, following receipt of a notice to commence collective bargaining, the parties shall exchange bargaining proposals.
- 27.04 Any changes deemed necessary in this Collective Agreement may be made by mutual agreement at any time during the life of this Collective Agreement.

LETTER OF UNDERSTANDING # 1

BETWEEN

BUFFALO TRAIL PUBLIC SCHOOLS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1606

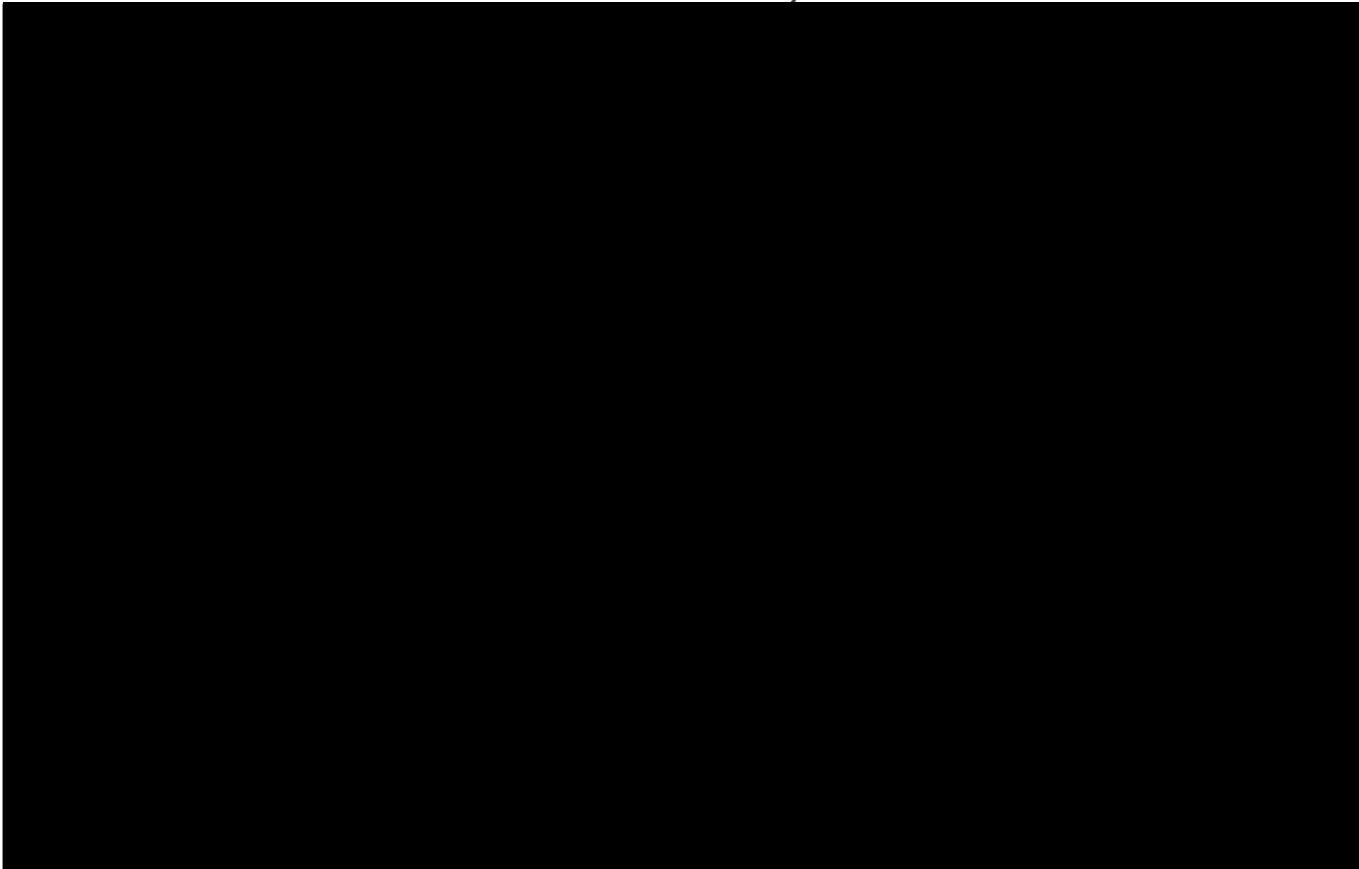
Application for Trained Status

The parties agree that the Employer shall provide for an administrative procedure (402.15 AP) for untrained support staff to apply for trained status on the basis of achieving three hundred (300) hours of professional development, or one (1) year of post-secondary study, relevant to the employee's job description.

In witness whereof, the parties have executed this Letter of Understanding this 24 day of June, 2020.

FOR BUFFALO TRAIL PUBLIC SCHOOLS

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1606



LETTER OF UNDERSTANDING #2
BETWEEN
BUFFALO TRAIL PUBLIC SCHOOLS
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1606

Educational Assistant

The parties agree, within six (6) months of ratification, to meet and undertake a review of the Educational Assistant job description.

In witness whereof, the parties have executed this Letter of Understanding this this 24 day of June, 2020.

FOR BUFFALO TRAIL PUBLIC SCHOOLS

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1606