

# COLLECTIVE AGREEMENT

between



LOCAL 5040

and



FOOTHILLS SCHOOL DIVISION #38

September 1, 2019 to August 31, 2020



Canadian Office &  
Professional Employees  
DW/KDB/cope491

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## **PREAMBLE**

WHEREAS the parties desire to maintain the existing harmonious relations of employment between the Employer, Employees, and the Union, and enhance understanding and cooperation between the parties;

WHEREAS the parties mutually value joint discussions and negotiations;

WHEREAS the parties agree to encourage efficiency in operation; and

WHEREAS the parties wish to support and promote a positive morale, well-being and security for all Employees in the bargaining unit,

NOW THEREFORE THIS AGREEMENT WITNESSETH:

## **ARTICLE 1 – INTERPRETATION AND DEFINITIONS**

- 1.1 The Union means the Canadian Union of Public Employees, Local 5040.
- 1.2 The Employer or the Division means Foothills School Division #38.
- 1.3 The Board means the Board of Trustees of the Foothills School Division #38.
- 1.4 Principal means the designated school principal where the Employee is assigned to work.
- 1.5 Immediate Supervisor means the designated person to whom an Employee reports.
- 1.6 Employee means any person employed by the Foothills School Division #38 who is covered by the terms and conditions of this Collective Agreement.
- 1.7 Permanent Employee is a full-time or part-time Employee who occupies a permanent position and who has successfully completed a probationary period in accordance with Article 11. A permanent Employee can occupy either a ten (10) month or twelve (12) month permanent position.
- 1.8 Probationary Employee is a newly hired full-time or part-time Employee who is serving their probationary period in accordance with Article 11.
- 1.9 a) Temporary Employee shall be either:
  - i) a person who is hired for a period of more than three (3) months and less than twelve (12) months for a new position not of a permanent nature; or
  - ii) a person who is hired as sick relief or to replace an Employee who is on a leave of absence for a period of more than three (3) months and less than twenty-four (24) months.

- b) Clause 1.9 a) shall not apply to persons employed for bus and/or lunch supervision and to persons employed in a non-permanent position funded specifically by a government grant (e.g. Program Unit Funding – PUF).
  - c) A temporary Employee shall only be covered by those provisions of the Agreement which reference temporary Employees or all Employees. A temporary Employee may be terminated at the discretion of the Employer, in accordance with Employment Standards, with a minimum two (2) weeks' notice in writing or pay in lieu of notice if the termination is not for cause.
- 1.10 Casual Employee is an Employee who works on an intermittent basis for a period of less than ninety (90) calendar days. A casual Employee shall only be covered by those provisions of the Agreement which reference casual Employees or all Employees.
  - 1.11 Permanent position means a position established by the Employer which is continuous in nature.
  - 1.12 Temporary position is a position which is not continuous in nature, in accordance with Article 1.9.
  - 1.13 Anniversary date is the Employee's most recent date of hire with the Employer. A break in service of not more than ninety (90) calendar days shall not constitute a break in service for the purposes of establishing the Employee's anniversary date.
  - 1.14 Words used in the feminine gender throughout this agreement will also apply to the masculine gender and vice versa.

## **ARTICLE 2 – UNION RECOGNITION**

- 2.1 The Employer recognizes the Canadian Union of Public Employees, Local 5040 as the sole and exclusive collective bargaining agent for all Employees of the Employer according to Certificate 27-2011 or amendments thereto issued by the Labour Relations Board of Alberta.
- 2.2 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for purposes of instruction, in an emergency, or when a permanent Employee is not available, and provided that the act of performing the work does not reduce the regular hours of work or basic rates of pay of any permanent Employee. For purposes of this clause, "persons" shall mean all other Employees of the Employer who are not included in the bargaining unit.
- 2.3 Volunteers will not be used to replace or reduce the hours of a permanent Employee.
- 2.4 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.

- 2.5 On a yearly basis the Union shall provide the Employer with a written list of Union Officers and Representatives elected or appointed to represent the Union. No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.
- 2.6 The Union may have the assistance of a CUPE National Representative at meetings held with the Employer.
- 2.7 The Union shall be provided space in each facility for posting notices and information pertaining to the Union. A copy of information which is to be posted will be provided to Assistant Superintendent of Corporate Services at the time of posting.

### **ARTICLE 3 – DURATION AND TERM OF AGREEMENT**

- 3.1 This agreement shall be in force and effect as of September 1, 2019 and shall continue in full force and effect through August 31, 2020 and from year to year thereafter unless amended or terminated.
- 3.2 Either party desiring to amend or terminate this Agreement shall give notice in writing to the other party not less than sixty (60) days and not more than one hundred twenty (120) days immediately preceding the expiry date of the Agreement.
- 3.3 When notice to amend the Collective Agreement has been served, the parties shall commence negotiations within thirty (30) days of receipt of such notice. Where the parties mutually agree, they may exchange any proposed amendments at the first meeting of the Bargaining Committees.
- 3.4 This Collective Agreement shall continue in full force and effect until a replacement agreement is concluded or until a legal strike or lockout commences in accordance with the Alberta Labour Relations Code.
- 3.5 The parties may, at any time by mutual agreement, negotiate revisions to this Agreement. Such revisions, subject to ratification, shall be reflected in writing in a Letter of Understanding and signed by both parties.
- 3.6 The Union Bargaining Committee may consist of up to three (3) Employees from the Local. The Union will advise the Superintendent or designate in writing of members of the Union Bargaining Committee.

### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.1 The Employer reserves all rights not specifically restricted or limited by the provisions of this Collective Agreement, including the Employer's right, at its sole discretion, to provide for the payment of any additional amount to any new Employee upon initial hiring where such payments may be necessary to attract qualified candidates to meet the needs of the Employer and furthermore includes the right to:

- a) Maintain order and efficiency;
- b) Make or alter, from time to time, rules, regulations, and work schedules, to be observed by Employees;
- c) Direct the staff and to create new classifications and work units from time to time, hire, promote, transfer, discipline or discharge.

## **ARTICLE 5 – DISCRIMINATION AND HARASSMENT**

- 5.1 The Employer and the Union are committed to creating and maintaining a work environment in which all individuals are treated with dignity and respect. The Employer and the Union agree:
- a) that there shall be no discrimination exercised or practiced with respect to any Employee covered by this Agreement by reason of any prohibited grounds of discrimination identified in the *Alberta Human Rights Act* or the *Alberta Labour Relations Code*. This shall include by reason of their membership or non-membership in a trade Union or for exercising any rights under this Agreement.
  - b) to work together to address unacceptable behaviour such as discrimination and harassment. The Employer's "Harassment in the Workplace Policy (AP 403)" will be made available to all Employees.

## **ARTICLE 6 – UNION DUES**

- 6.1 The Employer shall deduct from the monthly regular wages of Employees covered by this Collective Agreement an amount equal to the Union dues, as established by the Union. Union dues shall be forwarded by direct deposit to the Union's financial institution upon release of the Employee's cheque on which the dues were deducted.
- 6.2 The following information shall be provided to the President and Treasurer of the Union as indicated below:
- a) Employee Contact Report
    - i) The report will provide the Employee's name, address, phone number, position, work location, full-time equivalency (FTE), anniversary date, seniority (for permanent Employees) and the Employee's status as either full time, part time, temporary, or casual.
    - ii) The report will be provided monthly, electronically and in Microsoft Excel format.

b) Dues Deduction Report

- i) The report will provide the Employee's name, regular wages for the month and the amount of Union dues deducted.
- ii) This report will be provided monthly in accordance with Article 6.1, electronically and in Microsoft Excel format.

6.3 Any change in the monthly Union dues will be communicated to the Employer in writing and take effect the month following the notification.

6.4 The Employer shall record the yearly amount of Union dues paid by each Employee on the Employee's T-4 slip.

**ARTICLE 7 – GRIEVANCE PROCEDURE**

7.1 A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement, or the imposition of disciplinary action.

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

7.3 The time limits specified in this Article shall not include Saturdays, Sundays and Named Holidays. Time limits will be waived for school closures and shall recommence the first day that school recommences.

- a) Time limits and the requirements of the grievance procedure are mandatory; however, the time limits may be extended by mutual agreement of both parties in writing.
- b) Where the Employee or the Union fails to meet timelines in the grievance procedure, the grievance shall be considered abandoned. Where the respondent fails to meet a timeline in the grievance procedure, the Union may advance the grievance to the next step in the grievance procedure.

7.4 An earnest effort shall be made to settle a grievance as follows:

Step 1 – Informal

Prior to filing a written grievance, the Employee or Employees concerned, with or without a Union representative, shall first seek to settle the dispute in discussion with their Immediate Supervisor, or designate, within ten (10) working days of the incident giving rise to the dispute. The decision of the Immediate Supervisor, or designate, will be communicated verbally to the Employee or Employees concerned within ten (10) working days of the discussion with the Employee or Employees.

## Step 2

If the dispute is not resolved satisfactorily in Step 1, the Union may file a written grievance on behalf of the Employee or Employees concerned.

The written grievance will include the name(s) of the grievor(s), the nature of the grievance and the circumstances related to it, the remedy sought and the section(s) of the Agreement alleged to have been violated.

The Step 2 grievance will be submitted to the Assistant Superintendent in charge of Human Resources, or designate, within ten (10) working days of the response in Step 1.

The Assistant Superintendent in charge of Human Resources, or designate, meet with the Union and the Employee(s) within ten (10) working days to discuss the grievance.

The decision of the Assistant Superintendent in charge of Human Resources, or designate, will be communicated to the Union in writing within ten (10) working days of the Step 2 meeting.

## Step 3

If the grievance is not resolved satisfactorily at Step 2, the Union may forward the grievance to the Superintendent within ten (10) working days.

The Superintendent, or designate, will meet with the Union and the Employee(s) within ten (10) working days to discuss the grievance.

The decision of the Superintendent, or designate, will be communicated to the Union in writing within ten (10) working days of the meeting.

The Employer may, within five (5) working days of receiving a grievance at Step 3 of the grievance procedure, notify the Union of their intention to bypass Step 3. In such circumstances, the Union may advance the matter to mediation or arbitration, within ten (10) working days of the Employer's notice, and in accordance with Articles 7.5 or 7.6.

### 7.5 Mediation

If mutually agreed by the parties, either party may apply within ten (10) working days of the Step 3 decision, for a third-party grievance mediator to assist to resolve the grievance prior to referring the grievance to arbitration.

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

Unless mutually agreed to by the parties, any recommendations of the Mediator shall not be binding upon the parties or upon any Employee affected by it.

If mediation fails, the Union may refer the grievance to arbitration within the time limits specified below.

#### 7.6 Arbitration

If the dispute is not resolved satisfactorily in Step 3 or mediation, the Union may notify the Employer in writing within twenty (20) working days of its' desire to refer the grievance to arbitration.

Both parties shall endeavour to reach agreement on the appointment of the Arbitrator to hear the dispute. In the event the parties fail to appoint a Chairperson, either party may request the Director of Mediation Services to make the necessary appointment.

The Arbitrator shall determine his/her own procedure but shall give full opportunities to all parties to present evidence and to be heard.

The Arbitrator shall not change, amend or alter any of the terms of this Agreement.

The findings and decision of the Arbitrator is final and binding upon the parties and upon any Employee affected by it.

Each party to the grievance shall bear equally the expenses of the Arbitrator.

7.7 Union Policy grievances shall commence at Step 2 of the grievance procedure.

7.8 Suspension or termination grievances shall commence at Step 2 of the grievance procedure.

7.9 The parties may mutually agree to the establishment of a three (3) person arbitration panel as an alternative to a single Arbitrator. Where a three (3) person arbitration panel is established, each party will bear the expenses of their nominee to the panel.

### **ARTICLE 8 – DISCIPLINE, DISCHARGE AND TERMINATION**

8.1 No Employee will be disciplined, suspended or discharged without just cause.

8.2 An Employee who considers they have been wrongfully or unjustly disciplined, suspended or discharged shall be entitled to grieve in accordance with Article 7. An Employee who considers they have been wrongfully or unjustly suspended or discharged shall be entitled to grieve in accordance with Article 7 beginning at Step 2.

- 8.3 When the Employer requires an Employee to attend a meeting where they are the subject of an investigation or potential discipline, the Employee will be advised in advance of the meeting of their right to have a Union Representative present at such meeting. Where the Employer determines discipline is warranted, the Employee shall receive a written record of the discipline at the disciplinary meeting.
- 8.4 All letters of discipline will be removed from an Employee's personnel file after eighteen (18) months.
- 8.5 An Employee shall have the right to view their personnel file with two (2) days notice to the Employer.
- 8.6 An Employee who is absent from work without an authorized leave of absence may be subject to discipline up to termination, unless the Employee can demonstrate that emergency or special circumstances prevented the Employee from reporting to work. Their employment may be terminated by registered letter or courier to the Employee's last known address.
- 8.7 Two (2) weeks notice in writing shall be provided to the Employer when an Employee resigns from their employment.

## **ARTICLE 9 – SENIORITY**

- 9.1 Seniority shall be defined as the length of continuous employment with the Employer and shall be accrued from the first day of employment in a permanent position within the bargaining unit and shall include service with the Employer prior to the certification of the Union. The Christmas, Spring and Summer breaks will not affect the seniority or continuity of an Employee's employment.
- 9.2
  - a) A temporary Employee will accumulate service from the first date of employment calculated based on days worked within the bargaining unit in a temporary position. Accumulated temporary service will be credited to an Employee as seniority once they attain status as a permanent Employee.
  - b) A temporary Employee who has a break in service of six (6) months will lose all accumulated temporary service.
  - c) Accumulated temporary service will not be considered for transfers and the filling of vacant or newly created positions, lay-off, reduction in hours and recall.
- 9.3 Seniority shall continue to accrue for a period of twelve (12) months when a permanent Employee is absent from work due to sickness, accident, lay-off or leave of absence approved by the Employer. Notwithstanding, seniority shall continue to accrue for a period of up to twenty-four (24) months while a permanent Employee is absent from work while on extended disability leave.

- 9.4 Seniority shall operate on a bargaining unit wide basis and shall be a consideration for transfers and the filling of vacant or newly created positions, lay-off, reduction in hours and recall where Employees are considered by the Employer to be relatively equal.
- 9.5 In the event that seniority is a determining factor and two (2) or more Employees have the same seniority date, the issue shall be resolved by deeming the Employee who is, at the time, working the most hours with the Employer, as the senior Employee.
- 9.6 An Employee shall only lose seniority in the event of:
- a) Discharge for just cause and the Employee is not reinstated;
  - b) Resignation in writing and not withdrawn within one (1) working day;
  - c) Retirement;
  - d) Failure to return to work from a layoff within seven (7) calendar days, and after being notified by registered mail or by letter delivered by courier, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address and telephone number. An Employee recalled for Temporary work to employment of short duration at a time when he/she is employed elsewhere shall not lose his/her recall rights for refusal to return to work.
  - e) Lay-off, without recall, for a period of one (1) year.
- 9.7 The Employer shall maintain an up-to-date Seniority List reflecting the Employee's name, classification and seniority date. A copy of the Seniority List shall be provided electronically to all bargaining unit Employees and to the Secretary of the Union in April and October of each year.

## **ARTICLE 10 – PROMOTIONS AND STAFF CHANGES**

- 10.1 Employees may indicate their desire to transfer to the same classification at another location within the Division. Transfers shall be made in accordance with Article 10.4.
- 10.2 When a vacancy occurs during the school year for a permanent or temporary position, and where the Employer chooses to fill the vacancy, it will be posted on the Employer's website for a minimum of five (5) working days. Notification of this posting will be forwarded to each school, with a copy to the Union, within one (1) day of posting.
- 10.3 Posting of the vacancy shall include the following information:
- a) Position Description
  - b) Job Requirements

- c) Position Location
- d) Pay Group
- e) Position Designation: Permanent or Temporary
- f) Date of posting

10.4 Appointments and transfers shall be made based on consideration of all qualifications for the position including skills, training, knowledge and experience. Where two (2) or more applicants are relatively equal, seniority with the Employer shall be the determining factor in the selection process.

#### **ARTICLE 11 – PROBATIONARY PERIOD**

- 11.1 Each new Employee will be required to serve a six (6) month probationary period from date of appointment into a permanent position.
- 11.2 At least once during the probationary period, the Employer shall provide a written performance evaluation to the Employee.
- 11.3 The probationary period may be extended up to a maximum of six (6) additional months, provided written notice of the extension with reason(s) is given to the Employee before the expiry of the initial probationary period. The Union shall be copied on the notice of extension.
- 11.4 If an Employee's probationary period is not completed within a school year, it will continue into the next school year as if there was no break in service.
- 11.5 The Employer may terminate the employment of a probationary Employee at any time for any reason during the probationary period without notice or payment in lieu of notice.

#### **ARTICLE 12 – TRIAL PERIOD**

- 12.1 Any Employee in the bargaining unit awarded a posted position in a different classification shall be on a trial period for six (6) months. If the Employer deems the Employee unsatisfactory during the trial period, or the Employee does not wish to remain in the position, the Employee will revert to their former position and wage rate. Any other Employees affected by this reversion shall also revert to their former position and wage rate.

## **ARTICLE 13 – LAY-OFF AND RECALL**

- 13.1 A lay-off shall be defined as a reduction of a position occupied by a permanent Employee or a reduction in a permanent Employee's regular hours of work.

Where an Employee mutually agrees to reduce their regular hours of work, the Union shall be notified in writing of the agreement and the provisions of this Article shall be waived.

- 13.2 For other than the summer prescheduled school closures, the Employer shall provide as much notice as possible to the Union. Employees who are to be laid-off shall receive in writing, no less than fourteen (14) calendar days notice of lay-off or notice in accordance with Alberta Employment Standards, whichever is greater.
- 13.3 In the event of a reduction of position(s) or regular hours, Employees shall be laid-off in reverse order of seniority within the same classification.

The order of lay-off shall be:

a) Temporary Employees

b) Permanent Employees

- 13.4 An Employee with seniority in the bargaining unit whose job is permanently affected by way of being discontinued or changed in a manner that will reduce the Employee's regular hours of work may, if he/she chooses, displace the Employee with the least seniority in the same classification and same regular hours of work provided they have all of the qualifications for the position including skills, training, knowledge and experience for the position they would assume. Other Employees who are affected by such a move shall be allowed to exercise their seniority rights in the same manner.
- 13.5 Employees shall be recalled by classification in order of their seniority provided they have all of the qualifications for the position including skills, training, knowledge and experience for the position they would assume.
- 13.6 Employees shall remain on the recall list until they are recalled into a position or combination of positions with the same number of hours they worked at the time of lay-off, or for one (1) year, whichever comes first.
- 13.7 An Employee who refuses recall into a position or combination of positions with the same number of hours they worked at the time of lay-off or an Employee who fails to return to work within seven (7) calendar days after being notified to do so, unless through sickness, resignation, will be removed from the recall list.
- 13.8 No new Employees shall be hired for a period of one (1) year until those laid-off have been given an opportunity of recall in accordance with Article 13.5.

## **ARTICLE 14 – HOURS OF WORK**

- 14.1 At the beginning of the school year or the commencement of employment, the Employee will be provided with a schedule of normal hours of work. For purposes other than changes in FTE, this schedule may be changed on two (2) weeks written notice to the Employee or at any time with the consent of the Employee. Where an Employee mutually agrees to amend their schedule, the Union shall be notified in writing of the agreement.
- 14.2 Instructional Support Staff allocations for each Employee shall be as outlined in the Employer's Administrative Procedure 505 – Appendix B.
- 14.3 For information purposes only, the normal full-time hours of work are as follows:
- For Educational Assistants, six and one-half (6 ½) hours per day, Monday through Friday.
- For CTS Instructors, Library Staff, School Secretaries, Youth Development Coaches and Data Facilitators, seven (7) hours per day Monday through Friday.
- For Account Administrators, Office Administrators and Technology Facilitators, seven and one-half (7 ½) hours per day Monday through Friday.
- 14.4 All General Holidays are included in the annual hours of work as applicable.
- 14.5 Any additional days, excluding overtime, worked by an Employee covered by the bargaining unit and authorized by the Employer will be paid at the Employee's basic rate of pay. An Employee may take time off in lieu at their basic rate of pay for additional days worked. Time off in lieu shall be taken at a time mutually agreed between the Employee and Employer. Any Employee who has time off in lieu remaining at the end of the school year shall be paid out at the basic rate of pay.
- 14.6 The provisions of this Article may be amended to make possible alternative work patterns (for example, flex-time, four (4) day work weeks, etc.) only by mutual agreement between the Employer, the Union and the Employee.
- 14.7 Employees will receive one (1) fifteen (15) minute work break for each shift of three (3) to five (5) consecutive hours and will receive two (2) fifteen (15) minute work breaks for each shift of more than five (5) hours.
- 14.8 An unpaid rest break of thirty (30) minutes will be provided to Employees, within one and a half (1 ½) hours of the noon hour. During the thirty (30) minute rest break the Employee will not be required to provide service to staff or supervision of students.

14.9 If the Employer determines that summer work or extra work during the school year is available, currently employed members of the bargaining unit who the Employer decides has the necessary skills and qualifications will be asked if they wish to fill the hours, in order of seniority, prior to non-bargaining unit personnel being utilized.

## **ARTICLE 15 – OVERTIME**

15.1 Any Employee who works more than seven and one-half (7 ½) hours in a day or more than thirty-seven and one-half (37 ½) hours in a week shall be entitled to overtime at the rate of time and one-half (1 ½ x) of regular pay.

15.2 All overtime requires prior approval by the Principal or Immediate Supervisor.

15.3 Approval by the Employer for overtime after the fact shall not be unreasonably denied where overtime arises as a result of unforeseen circumstances under which prior approval could not be obtained. Overtime worked in such circumstances must be approved after the fact, but within two (2) operational days of the time worked.

15.4 The Employee may request to be paid overtime or by mutual agreement between the Principal or Immediate Supervisor receive time off in lieu at time and one-half (1½ x).

15.5 Any Employee who has time off in lieu at the end of the school year shall be paid out for such overtime at time and one-half (1½ x).

15.6 All overtime worked and time in lieu banked or utilized, will be recorded and signed by the Principal or Immediate Supervisor and Employee.

## **ARTICLE 16 – GENERAL HOLIDAYS**

16.1 Full-time Employees shall be entitled to pay for the following general holidays. Part-time Employees shall be entitled to pay for the following general holidays based on a pro-rata basis as it relates to the Employee's FTE:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Labour Day	Thanksgiving Day
Remembrance Day	Boxing Day
Christmas Day	

And any other general public holidays as proclaimed by the Foothills School Division, the Government of Alberta or the Government of Canada which fall during the ten (10) month period of employment.

16.2 Payment for the above general holidays will be added to the regular hours and divided by the months paid.

## **ARTICLE 17 – VACATION ENTITLEMENT**

17.1 All Employees shall receive the following vacation entitlements:

2 years or less	4% of regular wages
3 to 6 years	6% of regular wages
7 to 15 years	8% of regular wages
16 to 24 years	10% of regular wages
25 years or more	12% of regular wages

17.2 Vacation pay earned will be added to the regular hours and divided by the months paid.

17.3 Employees who are laid-off by the Employer and who are recalled within two (2) years of lay-off shall have their vacation entitlement re-instated in full in relation to the total years of previous service with the Employer.

## **ARTICLE 18 – SICK LEAVE**

18.1 New Employees, including temporary Employees, will begin to earn sick leave with pay after one (1) month of service and they will be entitled to use sick leave with pay after three (3) months of service.

18.2 Sick leave with pay shall be earned at the rate of two (2) days per month to a maximum of seventy-five (75) working days.

18.3 During periods of illness the Employee will earn sick leave with pay as follows:

- a) two (2) days if the Employee has been ill for up to five (5) days in that one month;
- b) one (1) day if the Employee has been ill for six (6) to fifteen (15) days in one month;
- c) no days if an illness exceeds fifteen (15) days in one month.

18.4 Part-time Employees earn sick leave with pay based on pro-rated hours.

18.5 In the event an illness exceeds five (5) consecutive working days, the Employee shall submit a doctor's certificate to the Employer indicating the date first seen for illness, general prognosis for recovery and date of return to work.

18.6 For absences in excess of ten (10) consecutive workdays, the Employee shall provide an Employer provided medical certificate attesting to their readiness to return to work or requested modification. This certificate shall be provided to the Employer a minimum of five (5) consecutive days prior to the expected date of return.

- 18.7 Sick leave days unused at the conclusion of the school year will be carried forward into the following school year and will not be reimbursed to the Employee. Upon termination of employment an Employee shall not be reimbursed sick leave days.
- 18.8 Additional medical certificates may be requested by the Employer during an Employee's medical leave.
- 18.9 Permanent Employees who are laid off by the Division and return to work within a one (1) year period to a permanent position shall have the unused portion of their accumulated sick leave days reinstated in full.

## **ARTICLE 19 – LEAVE OF ABSENCE**

- 19.1 A Principal may approve up to three (3) days, based on yearly FTE, of temporary leave of absence with pay provided the Employer is reimbursed by deducting from the Employee's wages fifty percent (50%) of the rate on the first step on the grid for the Employee's individual classification.
- 19.2 An Employee requesting a personal leave of absence without pay in excess of three (3) working days shall make the request in writing to the Superintendent stating the reason for the leave, the date of departure and the date of return. If a leave of absence is refused, the reason for such refusal shall be given to the Employee in writing.
- 19.3 In the case of a leave of absence without pay of more than thirty (30) working days in duration the Employee will be required to reimburse the Alberta School Employee Benefit Plan for one hundred percent (100%) of the Employee's benefit costs in order to retain coverage under the plan. Retaining coverage under the plan is subject to the approval of the carrier.
- 19.4 Upon request, an Employee shall be given a "discretionary day", at full pay providing the Principal approves and the request has been made with at least one (1) day's notice, and subject to the operational needs of the Employer. Unused days referred to in this clause may be accumulated to a maximum of two (2) days. No more than two (2) days of such leave may be used in the same school year.
- 19.5 An Employee, who despite reasonable effort, is unable to travel to his/her school from his/her usual place of residence because of inclement weather or impassable road conditions, is entitled to leave with pay for the periods of absence so occasioned, provided the absence has been approved by the principal.
- 19.6 One (1) day paid leave annually will be granted to an Employee to attend their own or their spouse/partner's, or child's post-secondary convocation (of a program at least two (2) years duration), where the ceremony takes place during the Employee's regular scheduled workday.

## 19.7 Sabbatical Leave

An Employee who has worked at least (90) days for the Employer, may request in writing to their school principal for a sabbatical leave of up to one (1) school year. Sabbatical leave requests will be approved by the Assistant Superintendent Employee Services. The Employee must apply, in writing, by May 31 in advance of the school year in which the sabbatical would take place. The Employee must include reasons and details on why the leave is requested.

- a) If the leave is approved the Employee will not suffer loss of seniority.
- b) The length of the leave will not be counted towards the Employees next step increment.
- c) The Employee will be able to extend the leave up to one (1) extra year. The Employee must request an extension, in writing, by May 31 in advance of the school year in which the sabbatical would take place.
- d) When the Employee returns to the division they will return to the same or similar position within the school division as they held before they took the sabbatical leave.

## 19.8 Jury and Witness Duty

An Employee who is subpoenaed by the Crown for jury duty or as a witness for the Crown, shall not lose any pay because of such service, provided the amount paid for such service is repaid by the Employee to the Employer. The Employee must present proof of service and the full amount of compensation received, to be eligible. The Employees shall notify the Employer immediately upon receipt of notification that the Employee has been subpoenaed by the Crown.

## **ARTICLE 20 - UNION LEAVE**

- 20.1 Representatives of the Union shall not suffer any loss of pay or discrimination when required to leave their employment temporarily in order to attend a meeting mutually established by the Union and the Employer, negotiations or grievances.
- 20.2 Subject to operational requirements, and upon written request to the Employer by the Union, leave of absence with pay, benefits and pension shall be granted to allow Employees to perform the duties of any office in his/her Union or the parent Union, or attend meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies.
- 20.3 An Employee granted union leave shall accrue their seniority rights in the bargaining unit with no decrease in status.

20.4 The Union will reimburse the Employer within thirty (30) calendar days after receipt of an invoice for the wages, benefits and pension of an Employee granted union leave of absence.

## **ARTICLE 21 – COMPASSIONATE LEAVE**

21.1 A permanent Employee shall be granted leave of absence with pay as follows:

- a) Up to three (3) working days in the case of critical illness of a partner (including same-gendered partner), parent, child, grandchild, brother, sister, parent of spouse, ward, grandparent, grandparent of spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, uncle, aunt, cousin, nephew, niece, or any other relative residing in the Employee's house.
  - i) Critical illness shall be defined as a medical condition with a significant risk of death within twenty-six (26) weeks and shall be determined by a certificate from a medical doctor if required and paid for by the School Jurisdiction up to thirty-five dollars (\$35.00).
- b) Up to three (3) working days in the case of the death of any of the relations listed in Clause 21.1a).
- c) Additionally, up to two (2) working days with pay may be approved by the Employer where travel is necessary or where the Employee is the Executor of the Estate for the deceased.
- d) One (1) working day to act as a pallbearer.

21.2 Additional days, with or without pay, may be granted at the discretion of the Superintendent of Schools or designate.

21.3 An Employee who is eligible for Employment Insurance (EI) Compassionate Care Benefits, will be entitled to the minimum leave provided by the Alberta Employment Standards. The Employee will notify the Employer when they no longer qualify for such benefits to discuss their return to work or other alternatives.

## **ARTICLE 22 – MATERNITY, PARENTAL OR ADOPTION LEAVE**

22.1 An Employee who has completed ninety (90) days of employment shall be entitled to take the minimum leave provided by Alberta Employment Standards of unpaid leave.

- a) Employees wishing to continue any part of their group insurance coverage may do so by assuming the Employer's share of their contributions, thereby continuing their coverage without stoppage during their leave.

- 22.2 Parents are eligible to take parental leave as provided by Alberta Employment Standards.
- 22.3 An Employee shall endeavour to give at least sixty (60) days notice in writing of the day upon which she intends to commence maternity leave together with a medical statement certifying that she is pregnant and providing the estimated date of delivery.
- 22.4 Upon request, at least sixty (60) days prior to the expiry of the original leave, an Employee may be granted an extension of maternity leave or adoption leave for the balance of the semester or the school year in which the original leave terminated.
- 22.5 When the Employee returns to duties, she/he shall be reinstated in the position occupied at the time maternity leave commenced or be provided with alternative work of a comparable nature, at no less salary and benefits than those which were applicable at the time maternity leave commenced.
- 22.6 The sixteen (16) weeks maternity leave will be counted towards the calculation of time for earning an increment.
- 22.7 Parental and adoption leaves do not count towards the calculation of time for earning an increment.
- 22.8 Upon request, an Employee not on maternity leave, shall be granted leave of absence for not more than one (1) day, at full pay, and one (1) day without pay for leave for the birth of the Employee's own child and to bring the child home.

## **ARTICLE 23 – PAYMENT OF WAGES**

- 23.1 All permanent Employees shall be paid monthly by the last working day of the month. By Employee choice, a mid-month advance on wages will be provided.
- 23.2 Mid-month advance will be paid by the sixteenth (16<sup>th</sup>) of each month.
- 23.3 An Employee who chooses to be paid a mid-month advance must notify the Employer prior to September 1<sup>st</sup> of the school year, or at the initial date of hiring. Once notification is received the choice shall remain in effect for the duration of the year.
- 23.4 All permanent Employees shall have their annual pay distributed in equal payments over the course of the twelve (12) months of each school year, September to August.
- 23.5 If an Employee is overpaid, the Employer will collect the overpayment after a reasonable repayment schedule has been arranged with the Employee. The minimum bi-weekly re-payment will be fifty dollars (\$50.00) per pay period. Employees must repay overpayments within six (6) months except in exceptional circumstances where alternate arrangements can be discussed with the Assistant Superintendent of Employee Services.

## **ARTICLE 24 – GRID PLACEMENTS**

- 24.1 New Employees with less than two (2) years experience in similar or comparable positions with another Employer will be placed at Step 1 on the applicable classification level.
- 24.2 New Employees with two (2) or more years of experience but less than five (5) years of experience in similar or comparable positions with another Employer may be placed at Step 2 or Step 3 on the applicable classification level as determined by the Employer.
- 24.3 New Employees with more than five (5) years of experience in comparable positions with another Employer may be placed at Step 4 or higher on the applicable classification level as determined by the Employer.
- 24.4 Previous experience in other positions will not be recognized when the new position is significantly different from the prior position.
- 24.5 When an Employee transfers to a new position with the same job classification there will be no adjustment made to their grid placement.
- 24.6 Casual Employees shall be paid at Step 1 on the applicable classification level.

## **ARTICLE 25 – INCREMENTS**

- 25.1 An Employee will advance to the next Step on the wage grid after accumulating eight hundred and fifty (850) hours.
- 25.2 An Employee may only advance a maximum of one (1) increment per calendar year.

## **ARTICLE 26 – JOB CLASSIFICATION AND RE-CLASSIFICATION**

- 26.1 The Employer will maintain up-to-date job descriptions for all classifications covered by the Collective Agreement. Any changes or modifications to a classification will be presented to and discussed with the Union prior to implementation.
- 26.2 When a change or modification is made to a job description all Employees' in the classification will be provided with a copy of the revised job description.
- 26.3 The Employer will notify the Union in writing of any new classification created during the term of the Collective Agreement, along with a copy of the job description and the proposed rate of pay.
- 26.4 In the event that the proposed rate of pay for the classification cannot be agreed between the Employer and the Union, the matter shall be determined by arbitration in accordance with Article 7.6.

- 26.5 An Employee whose position is re-classified to a lower group classification or who is placed in a position of a lower group classification due to organizational changes will retain the wage they held prior to the date of re-classification and be eligible for transfer by the Employer to positions equivalent in classification to that for which the Employee is being paid.
- 26.6 Employees involved in a job placement which requires a blending of two (2) pay rates shall not suffer a reduction in their rate of pay.

## **ARTICLE 27 – EMPLOYEE BENEFIT PLANS AND PENSION**

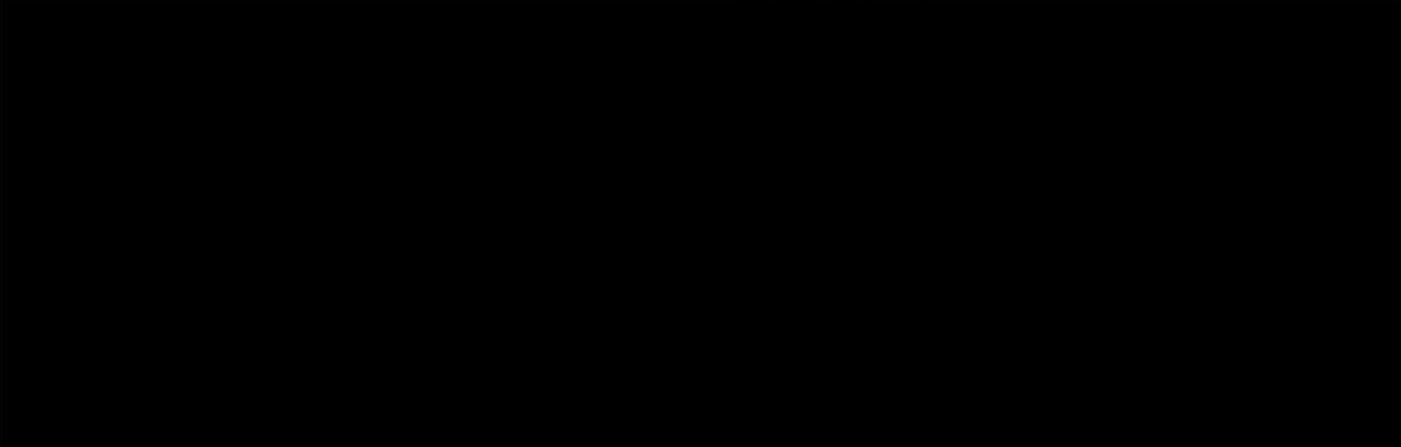
- 27.1 To qualify for benefit coverage, an Employee must be employed by the Employer for at least three (3) continuous months of service and be working a minimum of twenty (20) hours per week.
- 27.2 In addition to the requirements set out in this Agreement, Employees must meet the eligibility requirements of both the Alberta School Employee and Benefit Plan (ASEBP) and the Local Authorities Pension Plan (LAPP).
- 27.3 The Employer will pay one hundred percent (100%) of the premiums for participating Employees for the benefit plans listed below:
- a) Alberta Health
  - b) ASEBP – Life and Accidental Death & Dismemberment Insurance - Schedule 2
  - c) ASEBP – Extended Disability, Plan D
  - d) ASEBP - Extended Health Care, Plan 1
  - e) ASEBP – Dental Health, Plan 3
  - f) ASEBP – Vision Care, Plan 3
- 27.4 Alberta Health Care, ASEBP Life & Accidental Death & Dismemberment Insurance – Schedule 2, and ASEBP – Extended Disability, Plan D are compulsory to all Employees who are employed an average of twenty (20) hours or more per week.
- 27.5 Employees who work an average of twenty (20) hours per week are eligible for Voluntary Personal Accident Insurance. This supplementary plan is voluntary and covers any accidental death or dismemberment anywhere in the world. As the plan is voluntary, the Employer will make a payroll deduction for either the Employee or the Employee and Family Plan. The total premium is the responsibility of the Employee.
- 27.6 All qualifying Employees must participate in the Local Authorities Pension Plan. Terms and particulars are set provincially by the Plan Administrators.

- 27.7 Employees must participate in the pension plan after one (1) year of full-time (thirty (30) hours per week) employment.
- 27.8 Employees with a full-time equivalent of thirty (30) or more hours per week will be considered full time for pension purposes.
- 27.9 Upon request, Employees who work an average of eight hundred and sixty-six (866) hours or more per year may participate in the pension plan with their pensionable service being pro-rated on the basis of the hours worked relative to one thousand and two hundred (1200) hours per year.
- 27.10 Employees who work the ten (10) month school year shall have continuous employment status and are entitled to a full year of pensionable service providing they work a minimum of thirty (30) hours per week.
- 27.11 Full-time and part-time temporary work will be considered as eligible service for pension purposes if the Employee is hired as a permanent Employee.
- 27.12 Any Employee who requests the transfer of pensionable service of any duration under a reciprocal agreement is not subject to a qualifying period and contributions must start from the day they commence employment with the Employer.
- 27.13 For each member who has completed their probationary period, the Employer will establish a Health Spending Account, and a Wellness Spending Account as offered by ASEBP, that adheres to Canada Customs and Revenue Agency requirements. The Employer will contribute fifty dollars (\$50.00) per month per eligible Employee. Employees may designate up to fifty percent (50%) of the total amount to a Wellness Spending Account. The Employer's contribution to the combined Health Spending Account and Wellness Spending Account shall be pro-rated for part-time Employees. Contributions will be suspended during unpaid leaves of absence in excess of thirty (30) days and for the non-health related portion of maternity leave. The unused balance will be carried forward for a total accumulation of two (2) years. Employees leaving the employ of the Employer will forfeit any remaining balance. These accounts will be managed according to the provisions of ASEBP.

SIGNED ON BEHALF OF:

FOOTHILLS SCHOOL DIVISION #38

CANADIAN UNION OF PUBLIC



2020-03-04  
DATE

2020-02-12  
DATE

## APPENDIX A - SALARY APPENDIX

			GRID STEPS					
			1	2	3	4	5	6
<b>Level I</b>								
Learning Commons Clerk	Sep 1/19	0%	17.72	18.25	18.71	19.21	19.73	20.45
<b>Level II</b>								
Learning Commons Facilitator 1 Secretary Educational Assistant Educational Assistant (PUF)	Sep 1/19	0%	19.63	20.18	20.67	21.16	21.66	22.38
<b>Level III</b>								
Learning Commons Facilitator 2	Sep 1/19	0%	21.57	22.11	22.59	23.15	23.65	24.42
<b>Level IV</b>								
Learning Commons Facilitator 3 CTS Instructor	Sep 1/19	0%	23.74	24.30	24.86	25.40	25.95	26.77
<b>Level V</b>								
Accounting Administrator Data Facilitator Office Administrator Youth Development Coach	Sep 1/19	0%	26.04	26.66	27.29	27.90	28.51	29.14
<b>Level VI</b>								
Technology Facilitator	Sep 1/19	0%	28.51	29.14	29.76	30.39	31.01	31.63