

# CUPE COLLECTIVE AGREEMENT



September 1, 2019 to August 31, 2020

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**Sturgeon Public School Division**

**CUPE COLLECTIVE AGREEMENT**

**September 1, 2019 to August 31, 2020**

BETWEEN The Sturgeon Public School Division, hereinafter called "The Employer".

AND CUPE, Local 4625, hereinafter called "The Union",

Whereas, The Union is the duly certified bargaining agent for the school support staff employed by The Employer, and

Whereas, such employee terms and conditions of employment and their salaries have been the subject of negotiation between the parties, and

Whereas, the parties desire that these matters be set forth in an agreement to govern the terms of employment of the school support staff.

NOW THEREFORE THIS AGREEMENT WITNESSETH -

**1.0 APPLICATION AND FORCE OF COLLECTIVE AGREEMENT**

- 1.1 The Employer recognizes the Canadian Union of Public Employees Local 4625 as the sole and exclusive bargaining agent for all employees included under Certificate 200-2005, specifically excluding teachers, custodial and caretaking staff, maintenance, central office personnel, community school coordinator, head cook, business manager and bus drivers. The employees to which this Collective Agreement applies will be known collectively as the school support staff and herein referred to as the "employee" or where the context requires "employees". The Employer agrees that no representative of the Employer will enter into any agreement with individual employees or group of employees in the bargaining unit that addresses matters governed by the terms of this Agreement.

## 2.0 DURATION AND TERM OF COLLECTIVE AGREEMENT

- 2.1 This Agreement will be in full force and effect from the date of execution hereof until August 31, 2020 unless otherwise specifically provided for in the Agreement.
- 2.2 The terms of this Agreement will take effect on the date of signing except as specifically provided in the text of this Agreement.
- 2.3 Wages will apply to all employees who are employees on September 1, 2019.
- 2.4 Either party desiring to amend or terminate this Agreement will give notice in writing to the other not less than sixty (60) nor more than one hundred and twenty (120) days immediately preceding the termination of this Agreement. In the event the foregoing notice is served, the parties will commence collective bargaining within 30 days of receipt of such notice.  
*Note: This time limit is waived for the next round of negotiations only. For the Collective Agreement that will commence September 1, 2020, either party may serve Notice to Bargain, and bargaining will commence at a mutually agreeable date.*
- 2.5 This Collective Agreement will continue in full force and effect until a replacement agreement is concluded or until a legal strike or lockout commences in accordance with the Labour Relations Code.
- 2.6 The two parties may at any time by mutual Agreement negotiate revisions in writing to this Agreement. Any such revisions in writing agreed upon will become effective from such date as may be mutually agreed by the parties.
- 2.7 If neither party gives notice to commence collective bargaining as outlined in this article, then this Agreement will be extended for one (1) further year past its termination date on the same terms and conditions as are set out herein except as to this provision for extension.
- 2.8 The Employer agrees that it will not cause or direct any lockouts of its employees during the life of this Agreement. In like manner, The Union agrees that no employee will cause or take part in any sit-down, slow down, strike or stoppage of work during the life of this Agreement.

### **3.0 MANAGEMENT RIGHTS**

- 3.1 Management and the direction of the working force are vested solely and exclusively with The Employer and will not in any way be abridged except by specific restrictions as set forth in this Agreement.
- 3.2 The Employer may create or designate new positions not covered in this Agreement.
- 3.3 The Employer hereby retains the sole and exclusive control over any and all matters concerning:
  - 3.3.1 the operation, management and administration of its business;
  - 3.3.2 the determination of the location, relocation, or termination of any or all of its facilities, including, without limitation, the determination of whether services or work will be carried out, subcontracted or otherwise acquired;
  - 3.3.3 the direction and control of employees including, but not limited to the determination of the number and qualifications, both technical and medical, of employees to perform work; the determination of quality and quantity standards; and the required employee performance to meet such standards;
  - 3.3.4 the assignment of work or overtime;
  - 3.3.5 the right to select, hire, lay off, promote, discipline, suspend, discharge and retire;
  - 3.3.6 the right to determine job content;
  - 3.3.7 the right to determine the starting and closing time of work;
  - 3.3.8 the right to determine processes, methods and procedures to be employed, including technological change;
  - 3.3.9 the right to make and enforce rules, including safety matters, and to perform all other functions inherent in the administration and control and/or direction of business, except as expressly specifically limited by the terms of this Agreement.
- 3.4 The foregoing enumeration of Management's Rights will not be deemed to exclude other rights of management not specifically set forth. The Employer, therefore, retains all rights not otherwise specifically covered by this Agreement, irrespective of whether the same have been hereto exercised.

### **4.0 UNION REPRESENTATION**

- 4.1 The Employer agrees to deduct Union Dues at the rate prescribed by the Union, from the monthly salary of all employees whether or not they choose to become members of the Union and will remit such dues to the Union.

- 4.2 Dues will be deducted on a pay period basis and the amount deducted will be remitted to the Union no later than the 15th day of the following month.
- 4.3 The Employer will remit Union Dues to the Union on a monthly basis accompanied by a list of employees, pertinent to the pay period, their employment site, their classification full time equivalent (FTE) status and current earnings, current dues deducted, home addresses and phone numbers.
- 4.4 An employee will have the right to have a union representative present at any meeting which is called to discuss disciplinary action, including written reprimand, suspension, demotion, or termination. The Employer will inform the employee of this right and the reason for the meeting prior to such a meeting.
- 4.5 The Union will also be notified in writing of all resignations, retirements, terminations, new hires, new positions, reclassifications, transfers, layoffs, and recalls within ten (10) working days of such transactions.
- 4.6 A representative of the Union who works in the same school will have the right to make a brief presentation to a new employee for the orientation of the new employee with respect to the structure of the Local, the bargaining unit relationship and the Collective Agreement. This presentation will be arranged by the union representative and the new employee outside of instructional hours. For these purposes, the Employer will inform the School Steward or Union Designate within five (5) working days of all new hires.

## 5.0 DEFINITIONS

- 5.1 A full time employee is one who works no fewer than 6.5 hours daily and no fewer than 90% of all days in their operational calendar and such other days as may be funded by the division and assigned by the school principal or program administrator. Further, each full time employee will work one of the weekly assignments described in Article 7.2 of this Agreement.
- 5.2 Probationary employee is one who, at the commencement of employment, works in a position for a probationary period of 3 months.
- 5.3 Permanent employee is one who has successfully completed the probationary period.
- 5.4 Part-time employee is one who works in a position established by the Employer and which position requires services on less than a full time basis.
- 5.5 Temporary employee is one who, at the commencement of employment, is hired on a full or part time basis, for a period of no fewer than twenty-one (21) consecutive workdays or more than the number of operational calendar days for each school year. Temporary employees are subject to all provisions contained in the Collective Agreement, unless specified otherwise.
- 5.6 A substitute employee is one who is employed on a casual basis for the purpose of replacing a regular employee or providing other temporary services for a period of less than twenty-one (21) consecutive workdays in any one assignment.

- 5.6.1 A substitute employee who has worked at least five hundred (500) hours in each of three consecutive school years will be paid at Step 1 of the EA2 rate.
  - 5.6.2 All other substitute employees will be paid at Step 1 of the EA 1 rate.
  - 5.6.3 Substitute employees will not earn seniority and will not have rights to promotion, transfer, layoff, recall, or benefits.
- 5.7 "Recall List" is a listing of the names of those employees who, during the last six (6) continuous operational months, have been laid off.

## **6.0 CLASSIFICATION OF EMPLOYEES**

- 6.1 The Employer agrees to provide classification descriptions for all positions for which the Union is the bargaining agent. Upon request, the Employer will supply these to the employees and the Union. It is understood that positions, not employees, are classified.
- 6.2 When a new classification is established within the bargaining unit, the Employer and the Union will negotiate the wage rate that will apply.
- 6.3 When the Employer creates or alters a classification description, it will forthwith provide the Union with this new or altered classification description and identify any work location where it may be intended for immediate application.
- 6.4 The Employer may reclassify a position when new or altered duties and responsibilities are assigned to the position.
- 6.5 When the Employer reclassifies an existing position, it will forthwith provide the Union with the work location and the classification description for the reclassified position.
- 6.6 An employee or the Union may apply to have a position reclassified when, in its opinion, new or altered duties and responsibilities are assigned to the position. Reclassification applications are to be addressed to Associate Superintendent, People Services and to the President of the Local.
- 6.7 When an employee's position is reclassified, the incumbent will, if qualified, be placed in the new classification without the position being advertised. The President of the Union will be notified and consulted prior to finalization of the re-classification.
- 6.8 Should the employee or Union be unsatisfied with the decision of the Employer, the reclassification application may be referred to the Labour- Administration Committee for review and recommendation.

## **7.0 HOURS OF WORK**

- 7.1 The Employer may schedule an employee to work for up to forty (40) hours per week. The actual number of hours worked per day by any employee will be determined by The Employer and will be subject to the total hours allocated to each individual school.

7.2 Current daily time allotment will be maintained for all employees working more than the minimum 6.5 hours per day at the date of execution of this Agreement. Full time employees will work one of the following shifts:

- 40.0 hours per week
- 37.5 hours per week
- 35.0 hours per week
- 32.5 hours per week

7.3 For employees who are paid for 6.5 hours per day or longer, two fifteen minute paid breaks per shift will be provided, or the equivalent, based on operational constraints. Employees who are paid for less than 6.5 hours per day are entitled to one fifteen minute paid break per shift.

## 8.0 SENIORITY

8.1 Seniority will be defined as the date that an employee commenced continuous service with the Employer in a position included in the bargaining unit.

8.2 The normal interruptions during the scheduled school vacation periods will not constitute a break in service for the calculation of seniority.

8.3 Seniority will not continue to accumulate in the event of:

- temporary layoff in excess of ninety (90) consecutive calendar days;
- personal leave of absence without pay in excess of thirty (30) consecutive calendar days;
- a temporary board assignment in a position outside the bargaining unit which continues beyond one-hundred-eighty (180) consecutive calendar days.

8.4 Employees will lose seniority only in the event they:

- are laid off for a period in excess of one-hundred-eighty (180) consecutive calendar days;
- are terminated for just cause;
- resign from employment in the bargaining unit;
- successfully complete probationary periods for positions exempted from this Agreement.

8.5 Should a temporary employee in an assignment of one-hundred-ninety (190) days or longer, within sixty (60) days of the expiry of the temporary assignment, be successful in obtaining a regular full-time or regular part-time position, the employee will be credited with seniority (at no cost to the Employer) for the time worked in the long term temporary assignment.

8.6 The Employer will, by October 30 and April 30 of each year, provide the Union with an updated seniority list of all employees within the bargaining unit in a mutually acceptable format.

## 9.0 STAFFING

9.1 Positions are filled by candidates who possess the necessary skills, training, and experience, as described in the classification description.



- 9.2 Employees who currently occupy positions in the bargaining unit will be maintained in their positions and are eligible to receive all future pay increments and economic increases.
- 9.3 The Union (President/Designate) will be notified as to Union job openings in excess of twenty (20) consecutive working days. A copy of the posting will be faxed or sent electronically to the schools and the positions will be advertised on the Sturgeon Public School Division website for a period not less than five (5) consecutive business days. The posting must state the hours per week, work location, required qualifications and classification.
- 9.4 In the event that a Union position becomes available during July and/or August, notice will be posted on the Sturgeon Public School Division website for five (5) consecutive days and the President of the Union will be notified in writing.
- 9.5 Appointments will be made on the basis of an evaluation of all qualifications, including skills, training, knowledge, performance and seniority, as per article 8.1. In the event that the qualifications of the applicants are relatively equal, seniority with the Employer will be considered as the determining factor in the selection process. First consideration will be given to permanent employees covered by this Collective Agreement. Temporary employees will be considered after permanent employees.
- 9.5.1 Should no qualified applicant(s) apply for a job opening included in the bargaining unit, the following order of consideration may be used:
- 9.5.1.1 The position may be reposted/advertised at the same level until a qualified candidate is selected; or
- 9.5.1.2 The position may be filled by an internal applicant from applications received as a training and experience opportunity at one classification series and pay level lower, but in no case less than their current rate of pay. If the candidate achieves full qualification within one (1) year of undertaking the position, they will be placed permanently into the position at the regular pay level. If the candidate is unable to achieve the required qualifications within the specified time frame, then the position will be reposted and the employee will revert back to their previous position, or
- 9.5.1.3 If no internal applicants exist, the position will be "under-filled" by one of the applicants, who will be paid at a step in the immediate-lower classification in the same series, until such time as the new employee achieves the qualifications (training and experience) for the position. This process must be completed within the school year of appointment, or the position will be re-posted for the succeeding school year if required.
- 9.6 A permanent employee who is the successful applicant for a temporary position will maintain and accrue seniority, and will revert back to the employee's former position upon completion of the temporary position.

## 10.0 PAY CLASSIFICATIONS & PAY SCALES

### PAY CLASSIFICATIONS

<b>PAY SCALE</b>	<b>CLASSIFICATIONS</b>
<b>Pay Group 1</b>	Library Clerk Office Clerk 1 Cafeteria Clerk Educational Assistant 1
<b>Pay Group 2</b>	Therapy Assistant Educational Assistant 2 Office Clerk 2
<b>Pay Group 3</b>	Library Technician Administrative Assistant Cafeteria Technician Accounts Clerk Educational Assistant 3 Educational Assistant 3/Cosmetology Educational Assistant 3/High School Science
<b>Pay Group 4</b>	Vocational Assistant Divisional Administrative Assistant Educational Assistant 4 Licensed Practical Nurse

**September 1, 2017 - 0%**

Pay Classifications	1	2	3	4	5	6
1	17.87	18.82	19.79	20.72	21.68	22.64
2	18.82	19.79	20.72	21.68	22.64	23.57
3	19.79	20.72	21.68	22.64	23.57	24.54
4	24.41	25.78	27.14	28.51	29.86	31.23

**September 1, 2019 - 0%**

**11.0 PAYMENT OF SALARY**

- 11.1 The Employer will pay each ten-month employee his/her pay in equal amounts of one-twelfth of his/her pay on the second last banking day of each month.
  - 11.1.1 Pay will be made by the Employer by direct deposit to the employee's designated banking institution.
- 11.2 Employees who have resigned or whose employment is terminated on the last operational day in a school year will receive all pay due to them on the second last banking day of June.
- 11.3 Unless specifically permitted by the Agreement, authorized by the employee, or required by law, pay of an employee will not be withheld beyond the regular date of payment.
- 11.4 A permanent employee will normally receive an increment for each complete year of experience with The Employer until such time as the maximum salary for their classification is reached.
- 11.5 A year of experience will be interpreted as
  - 11.5.1 For each period of at least one hundred and ninety (190) days in a school year during which the employee has actually provided service.
  - 11.5.2 For a minimum of one hundred and ninety (190) days in a period of two consecutive school years during which an employee has actually provided service.
- 11.6 Increments will be paid as hereunder
  - 11.6.1 The first day of the month following completion of the required 190 days.
  - 11.6.2 No employee may achieve more than one increment in a twelve month period.
- 11.7 A probationary, permanent, or temporary contract employee who is promoted to a position in a higher pay group will be placed on the step of the new grade, which

results in a pay increase no less than five percent (5.0%) above her/his former rate. Upon promotion to such a position, the employee's anniversary date for purposes of advancement on the wage scale will become this date of promotion.

- 11.8 When, as a result of the absence of an incumbent, A probationary, permanent, or temporary contract employee is assigned to carry out the principle duties of a position which has a higher pay grade for five (5) or more working days, the employee will be paid at the step for the higher grade which provides no less than a five percent (5.0%) increase above her/his regular rate, retroactive to the first day of the assignment.
- 11.9 Newly hired employees with experience and/or formal education directly related to the position for which they have been hired will be paid according to the following schedule:
- 11.9.1 up to three (3) years' experience - Start at Step I
  - 11.9.2 three – four (3–4) years' experience - Start at Step II
  - 11.9.3 five (5) years or more experience - Start at Step III
  - 11.9.4 **one (1) year** Certificate or Diploma - Add one additional step; **two (2) year** Certificate or Diploma – Add two additional steps
  - 11.9.5 Notwithstanding 11.9.1 or 11.9.2, there may occur very occasional, difficult to-recruit, postings when the Employer must go beyond this schedule. Each time such a situation occurs, the Employer will offer the Union the opportunity to meet and discuss the factors that have resulted in this situation.
  - 11.9.6 It is the employee's responsibility to ensure that proper documentation is provided to the People Services Department within sixty (60) days of commencement of employment. Late documentation will not be accepted for an increment.
- 11.10 Due entirely to the demands of the payroll administration, payroll adjustments cannot be processed on the September pay. Adjustments not processed by the end of the school year shall be processed on the October pay.

## 12.0 GENERAL HOLIDAYS

- 12.1 All employees will receive the following holidays with pay provided the relevant provisions of the Employment Standards Code are met:

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

12.2 All hours worked on general, or Employer declared holidays will be defined as overtime.

12.3 All hours worked by an employee will be recorded on the employee's SRB report.

### **13.0 VACATION PAY**

13.1 Vacation Entitlement

13.1.1 After completing one (1) year of service 4%

13.1.2 After completing two (2) years of service 6%

13.1.3 After completing eight (8) years of service 8%

13.1.4 After completing fifteen (15) years of service 10%

13.1.5 After completing  
twenty-five (25) years of service 12%

13.2 A vacation year will commence on September 1 in any calendar year and terminate on August 31 of the following calendar year.

13.3 An employee earns vacation leave as follows:

13.3.1 During all days worked.

13.3.2 While on sick leave up to sixty (60) consecutive working days.

13.3.3 While on any other approved leave of absence up to thirty (30) consecutive working days unless specifically stated differently in a written contract with The Employer.

### **14.0 OVERTIME**

14.1 Overtime will be defined as

14.1.1 all hours worked on a regular day that exceeds eight (8) hours of work by the employee;

14.1.2 all hours worked on Saturdays and Sundays unless the employee is normally scheduled to work on those days;

14.1.3 all hours worked on general or Board declared holidays;

14.2 All overtime will require approval in advance by the Principal/designate.

14.3 All hours worked up to forty (40) hours per week will be paid at the employee's regular rate of pay. Hours worked in excess of forty (40) hours per week will be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

- 14.4 When an employee is called from home for extra work (i.e. not scheduled in advance), the employee will be paid a minimum of three (3) hours pay at the overtime rate.

### **15.0 TIME OFF IN LIEU OF EXTRA HOURS WORKED**

- 15.1 Pursuant to section 23 of the Employment Standards Code, an employee will be required to enter into an agreement with The Employer for time off in lieu of overtime.

- 15.2 An employee may take time off in lieu of hours worked in excess of the regular shift or choose to be paid for all such approved hours worked during the school year. Credit for time-in-lieu will be granted for periods of time of fifteen consecutive minutes or more.

- 15.2.1 All permanent and temporary employees will select either the "time in lieu" or the "cash payment" method of payment for extra hours worked not later than September 15 of each School Year or at the date of hire if after September 15. There will be only one method of payment per year per employee.

- 15.3 Time off in lieu of extra hours worked will be included on the employee's SRB report and taken within the school year in which it is earned.

- 15.3.1 Time off in lieu of extra hours worked will be taken at a time mutually agreed upon by The Employer and the employee. Approval will not be unreasonably denied.

- 15.4 Any time-in-lieu earned but unused in a school year will be paid out in the August pay on an hour-for-an-hour basis.

- 15.5 All hours worked on this "time off in lieu" option will result in time off in lieu on an hour-for-hour basis.

- 15.6 All extra hours worked will require approval in advance by the Principal/designate.

### **16.0 EMPLOYEE BENEFITS**

- 16.1 Participation in the Extended Disability and Life will be a condition of employment for all employees working twenty (20) hours or more per week in a permanent position or a temporary position greater than three (3) months duration.

- 16.1.1 The Employer will administer a Life Insurance Plan and will pay the premiums to a maximum of 90% of the cost of the premiums. Effective the first day of the month following ratification, the Employer will administer a Life Insurance Plan and will pay the premiums to a maximum of 92% of the cost of the premiums.

- 16.1.2 The Employer will administer an Extended Disability Plan and will pay the premiums to a maximum of 90% of the cost of the premiums. Effective the first day of the month following ratification, the Employer will administer an Extended Disability Plan and will pay the premiums to a maximum of 92% of the cost of the premiums.

- 16.2 Participation in Dental Care will be a condition of employment for all employees working twenty (20) hours or more per week, except an employee may waive participation by stating that they have coverage through their spouse.
- 16.2.1 The Employer will administer a Dental Care plan and will pay the premiums to a maximum of 90% of the cost of the premiums. Effective the first day of the month following ratification, the Employer will administer a Dental Care plan and will pay the premiums to a maximum of 92% of the cost of the premiums.
- 16.3 The Employer will administer an Extended Health Care Plan and will pay 90% of the cost of the premiums. Effective the first day of the month following ratification, the Employer will administer an Extended Health Care Plan and will pay 92% of the cost of the premiums.
- 16.4 The Employer will administer the Alberta Health Care Insurance Plan for all employees who register in that plan and will pay the premiums to a maximum of 90% of the cost of the premiums
- 16.5 The Employer will provide for each employee working twenty (20) hours or more per week a Health Spending Account that adheres to Revenue Canada requirements. The Health Spending Account will be \$385 per full-time employee and administered for other employees in accordance with 16.6 of this Agreement. Effective the first day of the month following ratification, the Health Spending Account will be \$450 per full-time employee and administered for other employees in accordance with 16.6 of this Agreement.
- 16.6 The amount of premiums payable by The Employer for those hired on a part-time basis will be pro-rated, except for part-time continuous employees in the 0.9 - 0.99 FTE range.
- 16.7 The benefits provided in this section of the plan are deemed to include any and all of the employee portion of an employer rate reduction provided under the Employment Insurance Act. This will apply retroactively to the benefits provided under all previous agreements between the parties.
- 16.8 Health Care Benefits coverage and premium subsidy ends on the date an employee resigns or on the date of termination of employment.

## **17.0 LOCAL AUTHORITIES PENSION PLAN**

- 17.1 Participation in the Local Authorities Pension Plan will, subject to eligibility requirements, be a condition of employment.
- 17.1.1 All employees eligible for L.A.P.P. coverage are considered "12" month basis employees.
- 17.1.2 Employees who are employed without a termination date and working

twenty-seven-point-five (27.5) hours or more per week must join the plan upon application and successful completion of the 90-day probationary period.

- 17.1.3 Employees who are employed with a termination date or working less than twenty-seven-point-five (27.5) hours per week are not eligible to join the plan.

## 18.0 SICK LEAVE

- 18.1 Sick leave, with pay, will be granted to an employee for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness, or disability at the rate of one and one half days (1.5) per month, fifteen (15) days per year, accumulative to a maximum of one-hundred (100) workdays.
- 18.2 An employee granted sick leave will be paid for the period of such leave at their basic rate of pay and the number of days thus paid will be deducted from their accumulated sick leave up to the amount of days accumulated at the time the sick leave commenced.
- 18.2.1 After ninety (90) calendar days of continuous medical disability, if the employee qualifies, the Alberta School Employee Benefit Plan, Extended Disability plan will take effect, and no further sick leave will be paid.
- 18.3 Employees begin earning sick leave benefits on the first day of the calendar month following their hire. Sick leave is credited to the employee's account on the last day of that month.
- 18.4 The payment of sick leave benefits can only cease on the date of lay off or separation when notice of lay off or separation was given prior to the beginning of the disability. In all other situations relating to lay off or separation, sick leave benefits must be paid for the lesser of the disability, the use of all accumulated sick leave, or fifteen (15) weeks.
- 18.4.1 Accumulated sick days will not be lost while an employee is on the recall list.
- 18.5 A medical certificate (see Appendix A) may be required by The Employer for any absence due to illness exceeding three (3) days. The Employer will be entitled to require at any time an examination by a doctor or dentist selected by The Employer at the Employer's expense.
- 18.6 Sick leave credits will not be accumulated during the time that an employee is in receipt of Extended Disability Benefits or leave of absence without pay greater than thirty consecutive calendar days.
- 18.7 An employee may use up to five (5) days of his/her sick leave entitlement per school year in order to attend to the medical needs of his/her sick child, spouse, parent, or other individual who resides in the employee's household.



## 19.0 MATERNITY AND PARENTAL LEAVE

- 19.1 A pregnant employee who has been employed by an Employer for at least ninety (90) days is entitled to sixteen (16) weeks of maternity leave without pay. Maternity and parental unpaid leave shall be in accordance with the AB Employment Standards Code.
- 19.2 A pregnant employee must give her Employer at least six (6) weeks written notice of the date she will start her maternity leave.
- 19.3 An employee who does not give her Employer prior notice of maternity leave before starting it is still entitled to maternity leave if, within two (2) weeks after she ceases to work, she provides her Employer with a medical certificate:
- 19.3.1 indicating that she is not able to work because of a medical condition arising from her pregnancy, and
  - 19.3.2 giving the estimated or actual date of delivery.
- 19.4 Birth or adoptive parents who have been employed by the Employer for at least ninety (90) days are entitled to parental leave without pay as follows:
- 19.4.1 A maximum of sixty-two (62) consecutive weeks-which must be completed within seventy-eight (78) weeks of the date the baby was born or placed with the parents
  - 19.4.2 In the case of a birth mother, immediately following maternity leave
- 19.5 An employee must give the Employer at least six (6) weeks written notice of the date the employee will start parental leave unless
- 19.5.1 the medical condition of the birth mother or child makes it impossible to comply with this requirement;
  - 19.5.2 the date of the child's placement with the adoptive parent was not foreseeable.
- 19.6 If the employee cannot comply with the written notice requirement for any of the reasons stated in subsection 19.5.1 or 19.5.2, the employee must give the Employer written notice at the earliest possible time of the date the employee will start or has started parental leave.
- 19.7 No employer may terminate the employment of, or lay off, an employee who:
- 19.7.1 has started her maternity leave, or
  - 19.7.2 is entitled to or has started parental leave.
- 19.8 An employee must give the Employer at least four (4) weeks written notice of the date on which the employee intends to resume work and in any event must give notice not later than four (4) weeks before the end of the leave period to which the

employee is entitled to four (4) weeks before the date on which the employee has specified as the end of the employee's leave period, whichever is earlier.

19.9 Where an employee is entitled to resume work under this section, the Employer must:

19.9.1 reinstate the employee in the position occupied when maternity or parental leave started, or

19.9.2 provide the employee with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the employee when the maternity or parental leave started.

19.10 An employee who does not wish to resume employment after maternity or parental leave must give the Employer at least four (4) weeks written notice of intention to terminate employment.

19.11 The Employer will implement a Supplementary Employment Benefits Plan for employees with at least twelve (12) months of continuous employment at the time of the maternity leave.

19.11.1 The plan will provide employees on maternity leave with the maximum salary allowable under a Supplementary Employment Benefits Plan during the illness or disability portion of their maternity leave.

19.12 At the commencement of maternity leave, the employee, providing she has at least twelve (12) months continuous employment at the time of the commencement of the maternity leave, shall be eligible for one of the following:

19.12.1 If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the employee shall be placed on sick leave until such point as the employee is eligible to apply for Plan D1 of the disability section of the Alberta School Employee Benefit Plan. The employee shall provide a medical certificate indicating that she is unable to work because of a medical condition.

19.12.2 If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the employee shall choose either (a) or (b). Such choice shall apply until the employee returns to work after the delivery.

(a) The employee may access sick leave entitlement with pay as specified in clause 18.0 for the period of the illness or disability.

(b) The Employer shall implement a supplementary unemployment benefits plan which shall provide employees on maternity leave with 100% of their salary during eighteen (18) weeks of leave.

19.13 The Employer will pay the portion of the employee's benefit plan premiums specified in Clause 16.0 of the Collective Agreement during the illness or disability portion of their maternity leave.

## 20.0 LEAVES OF ABSENCE

- 20.1 Leave necessitated by the critical illness or death of a spouse, child, step-child, foster child currently living in the employee's household, parent, brother, sister, parent of spouse, son-in-law, daughter-in-law or other relation who is a member of the employee's household will be granted with full salary by The Employer as follows:
- 20.1.1 Up to and including four (4) operational days for critical illness;
    - 20.1.1.1 The Employer may require a medical certificate under clause 20.1.1 at its discretion.
  - 20.1.2 Up to and including four (4) operational days in the event of death.
    - 20.1.2.1 In the event that the relative lives further than five hundred (500) kilometers from the employee's home, one additional day will be granted for travel.
- 20.2 Leave with full salary will be granted by the Employer for up to two (2) operational days in the event of the death of a grandparent, grandchild, grandparent of spouse, grandchild of spouse, brother-in-law or sister-in-law.
- 20.3 Leave with pay will be granted for up to one (1) operational day in the event of the death of an uncle or aunt.
- 20.4 In the event that the relative referred to in 20.2 or 20.3 lives further than five hundred (500) kilometers from the employee's home, one (1) additional day will be granted for travel.
- 20.5 If a spouse, parent, parent-in-law, child, stepchild, foster child currently living in the employee's household, brother, sister, grandparent, grandparent of spouse, grandchild, brother-in-law, or sister-in-law suffers from a serious illness the Employer will approve leave as provided by the Employment Insurance Act.
- 20.6 Temporary leave of absence will be granted as follows:
- 20.6.1 With pay:
    - 20.6.1.1 For one (1) operational day to attend convocation at the post-secondary institution at which the employee or the employee's son, daughter or spouse is receiving a degree;
    - 20.6.1.2 For one (1) operational day for the adoption of a child;
    - 20.6.1.3 For one (1) operational day of paternal leave in the event of a birth.
    - 20.6.1.4 For one (1) operational day for other personal reasons. Unused days may be accumulated to a maximum of two (2) days. Such leave will not be used to extend a vacation period or a long weekend without the prior approval of the Employer.

The number of employees accessing this Clause from a school on any one day will not exceed 20% of the school's support staff. Leaves under this Clause will be granted on a first come first served basis.

20.6.1.5 Leave of absence without loss of salary will be granted for jury duty or any summons related thereto provided that the employee remits to The Employer any stipend (excluding allowances and/or expenses set by the court or other body).

20.6.1.6 Upon the recommendation of the employee's immediate supervisor for operational days on which the employee is unable to reach the workplace from the employee's residence, because of impassable roads due to inclement weather.

20.6.1.7 For one (1) operational day in order to write an examination in an academic or professional course;

20.6.1.8 For one (1) operational day for serving as a pallbearer

20.7 The Employer agrees that leave of absence without pay, but maintenance of seniority, benefits and other privileges, will be granted for conducting Union Business at large for a period not in excess of eight (8) working days in any one year, except with permission of the Employer, this number of days may be increased. In such cases, the Employer will continue the employee's pay and invoice the Union appropriately and the Employer will be reimbursed by the Union for these costs. No Employee will lose seniority as a result of a paid or unpaid leave of absence for Union business.

20.8 An employee who is elected or selected to any position with the Union or anybody with which the Union may be affiliated may apply for a leave of absence without pay for a period of up to one (1) year and such leave will not be unreasonably denied. The employee may apply for renewal of such leave. In such cases, the Employer will continue the employee's pay and invoice the Union appropriately and the Employer will be reimbursed by the Union for these costs. No Employee will lose seniority as a result of a paid or unpaid leave of absence for Union business.

20.9 All leaves will be reported on the appropriate form provided by the Employer.

20.10 At the end of an approved leave of absence, the employee will be returned to the classification and wage rate held prior to such leave.

## **21.0 REDUCTION IN SCHOOL SUPPORT STAFF**

### Layoff

21.1 A layoff will be defined as a reduction of more than one-third (1/3) of an employee's regular hours of work as defined in this Agreement. In the event of lay-off, employees will be retained on the basis of seniority provided they have the required ability and qualifications to do the work required.

- 21.2 The Employer will provide ten (10) working days' notice, or payment in lieu of notice, to an employee who is to be laid off. The Union will receive a copy of this notice.
- 21.3 In the event of reduction in staff, employees will be laid off or transferred in reverse order of seniority. The Union recognizes that there may be exceptions to this operational principle. In such cases, the Employer will offer the Union the opportunity to meet to discuss the factors that have resulted in such situations.
- 21.4 Both parties recognize that job security will increase in proportion to length of service. Therefore, in the event of a layoff, employees will, where operational circumstances permit, be laid off in the reverse order of their bargaining-unit-wide seniority. Laid off employees have the right to bump, providing the employee exercising the right is qualified to perform the work of the less senior employee. The conditions of 21.2 will apply to the bumped employee.
- 21.5 Employees who either choose not to bump, or are unable to bump will be placed on the Recall List as per clause 21.6.

#### Recall

- 21.6 Employees laid off will remain on the "Recall List" for six (6) continuous operational months and will not be terminated until such time has expired with no recall. Employees who refuse two (2) consecutive recalls to an equivalent position will forfeit any recall rights.
- 21.6.1 Employees will be recalled in order of seniority provided an Employee has the required training, experience and qualifications for the assignment.
- 21.6.2 Full-time employees will be recalled prior to part-time employees.
- 21.6.3 Part-time employees, while on layoff, will be given preference for employment over temporary or casual employees.
- 21.7 No new employees will be hired in a classification until those laid off from the same classification have been given an opportunity of re-employment, in writing, with a copy to the Union.

### **22.0 GRIEVANCE PROCEDURE**

- 22.1 The grievance procedure is to ensure that any grievance is processed in an expeditious manner, therefore, compliance with the provisions is mandatory. If The Employer fails to comply with the provisions, the grievance may be processed to the next step. If the grievor or the Union fails to comply with the provisions, the grievance will be considered abandoned.
- 22.2 Any difference between any support staff member covered by this Agreement, or in a proper case between The Union and The Employer, concerning the interpretation, application, operation or alleged violation of this Agreement, and further including any dispute as to whether the difference is arbitrable, will be dealt as follows:

22.2.1 An employee or the Union will have the right at any time to have the assistance of a CUPE Representative.

22.2.2 At all levels of the grievance procedure:

22.2.2.1 a sincere attempt will be made by both parties to follow the Collective Agreement through discussion to resolve problems in the workplace.

22.2.2.2 a meeting will be arranged to discuss the problem and exchange information.

22.3 Step 1 - Discussion

22.3.1 An employee who believes that there is a problem arising out of the interpretation, application or alleged violation of this Collective Agreement or labour legislation, will first discuss the matter with the employee's immediate supervisor within fifteen (15) days of when the employee first became aware of, or reasonably should have become aware of, the occurrence. "Immediate Supervisor" means that person from whom an employee normally receives work assignments. The employee will have the right to be accompanied by a Steward or Union Officer while discussing the matter with the employee's immediate supervisor.

22.3.2 The immediate supervisor will advise the employee their decision, in writing, within five (5) days of the date the matter was first discussed.

22.4 Step II - Written Grievance to the Associate Superintendent of People Services

22.4.1 If the grievance is not resolved through Step I, the grievance will, within ten (10) days of the decision of the immediate supervisor, be forwarded in writing by the Union and the employee concerned, to the Associate Superintendent of People Services, specifying the nature of the grievance and the redress sought.

22.4.2 The Associate Superintendent of People Services will within five (5) days of receiving the grievance, meet with the Union and the Grievor. A written decision will be given to the Union within five (5) calendar days of the receipt of the meeting.

22.5 Step III

22.5.1 If the grievance is not resolved under Step II above, the Union will, within ten (10) days of receipt of the written decision of the Associate Superintendent of People Services, submit the grievance in writing to the Board of Trustees.

22.5.2 The Trustees will meet with the Union, within five (5) days of receipt of the grievance. A written decision will be given to the Union, within five (5) days of receipt of the meeting.

## 22.6 Arbitration Procedure

- 22.6.1 If the grievance is not settled under Step III above, the Union will within ten (10) days of receiving the decision of the Board of Trustees, notify the Employer in writing of its intention to submit the grievance to arbitration and will inform the Employer of the name of the person or persons that the Union is willing to accept as the single arbitrator.
- 22.6.2 The Employer will, within ten (10) days of receipt of such notice:
- 22.6.2.1 notify the Union if it accepts the person, or one of the persons the Union has submitted for the arbitrator, or
- 22.6.2.2 provide the Union with the names of people the Board of Trustees are willing to accept as a sole arbitrator.
- 22.6.3 If the parties are unable to agree to an arbitrator within twenty (20) days of the Union's submission in 22.6.2.1 above, they will apply in writing to the Director of Mediation Services to appoint a single arbitrator.
- 22.7 The arbitrator may, during the arbitration, proceed in the absence of any party or person who, after notice, fails to attend or fails to obtain an adjournment.
- 22.8 The arbitrator will inquire into the grievance and issue an award in writing, and the award is final and binding on the parties and on every member affected by it.
- 22.9 The parties agree to share equally the expenses of the arbitrator.
- 22.10 Where any reference in clauses 22.2-22.6 is to a period of days, such period will be exclusive of Saturdays, Sundays, statutory and Employer declared holidays.

## 23.0 LABOUR MANAGEMENT COMMITTEE

- 23.1 The Committee will enjoy the full support of both parties in the interests of enhanced communications between the Union and the Employer.
- 23.2 The Committee will have the authority to
- review and investigate matters of mutual concern between the Union and the Employer, including but not limited to policy and regulations, concerning support staff working conditions;
  - make recommendations to the respective principals.

The parties agree that the Committee will have no power to add to, detract from, or in any way modify the terms of the Collective Agreement.

- 23.3 The Committee will be composed of equal representation by each party, with two - three (2-3) representatives for each party.

- 23.4 An Employer and Union representative will be designated as joint chairpersons in presiding over meetings and will alternate in presiding over meetings.
- 23.5 Minutes of each meeting of the Committee will be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. Minutes will not be distributed until after they have been signed by the parties.
- 23.6 The Committee will meet at the call of either party.

#### **24.0 HEALTH AND SAFETY**

- 24.1 The parties recognize an employee's right to a safe working environment. The Employer has the primary responsibility for ensuring that a safe environment prevails in the workplace and to take appropriate measures to achieve this result. Employees have a responsibility to assist the Employer in this regard.
- 24.2 The Employer and the Union jointly affirm that employees are entitled to a respectful workplace and as such will be governed by Administrative Practice as amended or replaced from time to time.

#### **25.0 PERSONNEL RECORDS**

- 25.1 Upon prior arrangement, Employees have the right to review their personnel files. Employees will have the right to obtain a copy of any material contained in their personnel files at no cost to the employees. Employees may have a representative of the Union present during such review. An employee may respond to any documents in the personnel file and such response, if in writing, will become part of that file. After twenty-four (24) months, they will be considered as expired and not in effect provided that there have been no further reports issued or disciplinary action taken within the twenty-four (24) month period.

#### **26.0 CORRESPONDENCE/COMMUNICATION**

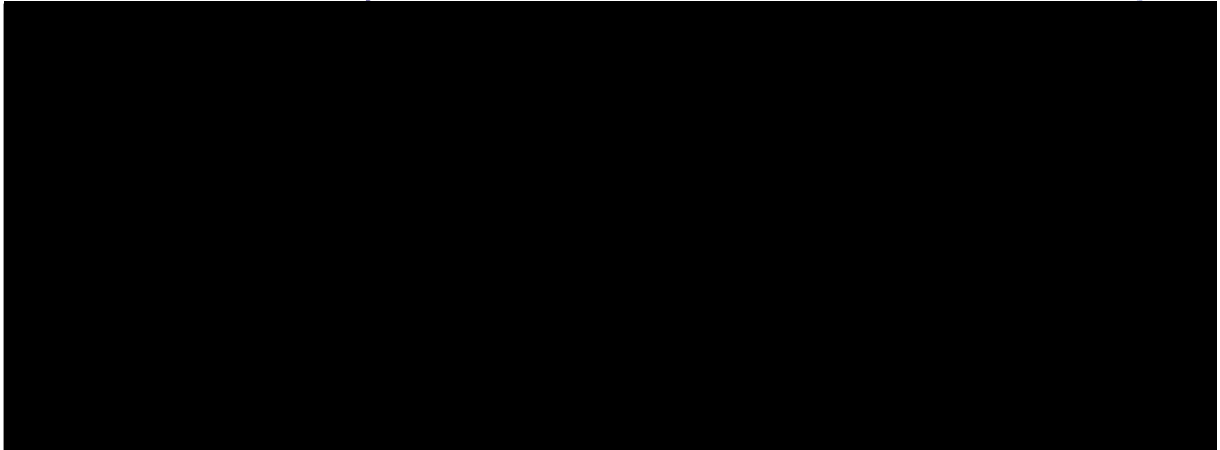
- 26.1 For the purpose of official correspondence, the Union will address
  - Title Superintendent, Sturgeon Public School Division
  - Address 9820 - 104 Street, Morinville, Alberta T8R 1L8
  - Phone (780) 939-4341

For the purpose of official correspondence, the Employer will address the Union at the address on file with the Employer.



IN WITNESS WHEREOF, the parties have executed this Agreement this

18 day of March 2021.



**APPENDIX A**



**Sturgeon Public School Division Medical Assessment Form**

Employee's Name:

Current Work Capability:

- a. Return to pre-accident/illness work without job modifications effective:
- b. Modified work from \_\_\_\_\_ to \_\_\_\_\_. Please note current limitations:
- c. Not capable of any work from \_\_\_\_\_ to \_\_\_\_\_

If not capable to return to regular work, when is the next medical review date:

Additional Comments:

Attending Physician

Date

**LETTER OF UNDERSTANDING**

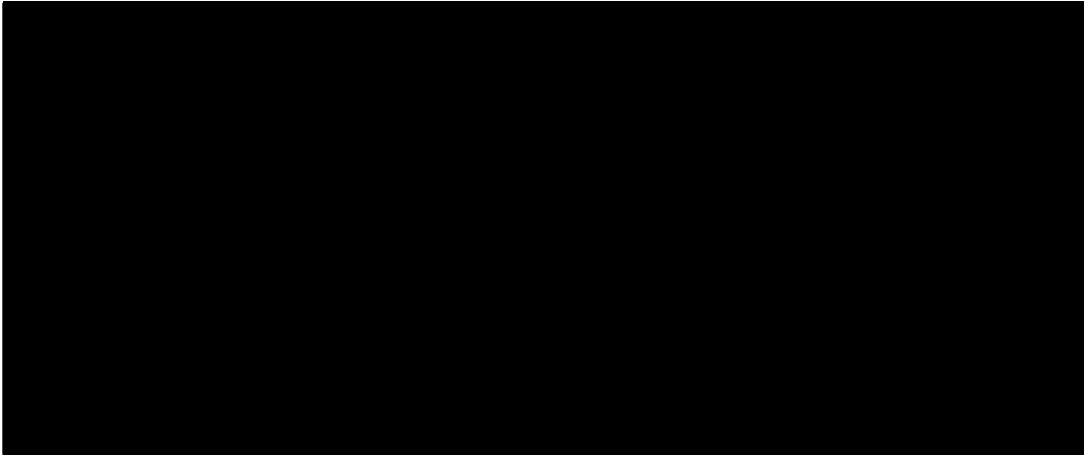
**JOINT BENEFITS REVIEW COMMITTEE**

A Joint Benefits Review Committee of no more than three (3) representatives of each party shall be formed to:

- Solicit, receive and evaluate benefits carriers' proposals facilitated by the Division's benefits consultant (the Union may access supporting expertise);
- Consider both cost-effectiveness and equivalency;
- Come to a consensus on all recommendations; and
- Recommend to the Superintendent which plans should be kept and which should be replaced.

It is understood that the objective of the Committee is to find an effective balance between costs and benefits and thereby reducing the cost of premiums for the parties if possible and/or improving employee benefits.

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LETTER OF INTENT  
BETWEEN  
STURGEON PUBLIC SCHOOL DIVISION  
AND  
CANADA UNION OF PUBLIC EMPLOYEES LOCAL 4625

Re: Joint Job Description Review Committee

The Union shall advise the Employer which job descriptions they feel are yet to be addressed. A committee composed of three (3) members from each party shall review this information and if there are any active job descriptions yet to be addressed, there shall be an ad hoc committee struck to oversee this task. Once this has been done, the ad hoc committee shall be dissolved.

Signed this 18 day of March, 2021

On behalf of  
Sturgeon Public School Division

On behalf of  
Canadian Union of Public  
Employees Local 4625

