

# COLLECTIVE AGREEMENT

- between -



LOCAL 4292

- and -



Clearview Public Schools

SEPTEMBER 1, 2021 – AUGUST 31, 2024

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**COLLECTIVE AGREEMENT**

**BETWEEN:**

**CLEARVIEW PUBLIC SCHOOLS**  
(hereinafter called "Clearview")

Party of the First Part

**- and -**

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

Party of the Second Part

**PREAMBLE:**

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

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

## **ARTICLE 1 – INTERPRETATION & DEFINITIONS**

### **1.01 Employee**

- (a) Custodian: when used in this agreement shall mean an Employee who occupies a classification listed in Appendix B.
- (b) Regular Full-Time Employee: one who occupies a regular position established by Clearview and who is regularly scheduled to work the normal hours of work for full-time employment as specified in this Agreement.
- (c) Regular Part-Time Employee: one who occupies a regular position established by Clearview and who is regularly scheduled to work less than the normal hours of work for full-time employment as specified in this agreement.
- (d) Temporary Employee: one who occupies a temporary position established by Clearview who is hired for a specific period of time and is not considered as a regular Employee. A temporary Employee may work either full-time or part-time hours of work. If a temporary Employee is expected to work in an operating year more than 1200 hours by the end of August 31 of the same fiscal year the Employee shall be eligible for the benefits outlined in Clause 23.2.
- (e) Probationary Employee: shall mean either a regular or temporary Employee who is serving a probationary period.
- (f) Casual Employee: one who is hired to work occasionally for Clearview and is not a regular or temporary Employee.

## **ARTICLE 2 – BARGAINING UNIT**

- 2.01 Clearview recognizes the Canadian Union of Public Employees Local 4292, as the sole and exclusive bargaining agent as described in the Alberta Labour Relations Board certificates No. 120-99 and all amendments thereto comprising all Custodians employed at the Stettler School Complex (including the Facilities/Transportation buildings located in Stettler) and hereby consents and agrees to negotiate with the Union, as required by the terms of this Agreement.
- 2.02 Union business may take place during an Employee's working hours and/or on Clearview's premises where prior permission by Clearview has been granted.

- 2.03 No Employee shall be required or permitted to make any written or verbal agreement with Clearview or its representatives which conflict with the terms of this Collective Agreement.
- 2.04 Persons whose positions are not in the bargaining unit shall not work on any positions which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular Employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or the pay of any Employee.

### **ARTICLE 3 – MEMBERSHIP & DUES DEDUCTION**

- 3.01 Membership in the Union is voluntary, however, once an Employee becomes a member in good standing, the Employee shall remain a member of the Union in good standing.
- 3.02 Clearview shall deduct from every Employee any dues levied by the Union on Employees. The deduction will be made from the last pay in a month and remitted to the Secretary-Treasurer of the Union on or before the fifteenth (15th) day of the following month. A statement shall accompany these deductions indicating from whom the deductions were made, and the amount of each deduction.
- 3.03 Dues will be deducted from an Employee as long as the Employee is receiving salary from Clearview.
- 3.04 There shall be no discrimination by Clearview or the Union against an Employee because of membership or non-membership in the Union.
- 3.05 The Union agrees to indemnify and save Clearview harmless from any liability or action out of the operation of Article 3.
- 3.06 Upon request by the Union, but no more than once per year, Clearview shall provide an updated list of Employees covered under this agreement as well as their addresses and phone numbers.

### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01 Clearview retains all management rights, unless otherwise provided by the expressed terms of this Agreement. Clearview shall exercise such rights reasonably.

## **ARTICLE 5 – COMMITTEES & REPRESENTATIVES**

- 5.01 No individual Employee or group of Employees shall undertake to represent the Union at meetings with Clearview without proper authorization of the Union. In order that this may be carried out, the Union will supply Clearview with the names of its officers.
- 5.02 Clearview recognizes the Negotiating Committee comprising a maximum of three (3) Employees who, at the discretion of the Union, may have the assistance of counsel.
- 5.03 Employees serving on the Negotiating Committee, Liaison Committee, or meeting with Clearview under Article 24 as either the grievor(s) or Union Grievance Officer, shall not lose any pay for the meetings which occur during regular working hours. No pay shall be forthcoming for meetings held outside the regular working hours.
- 5.04 A representative of the Union who is not an Employee of Clearview may enter the premises of Clearview after first receiving permission from the office of the Associate Superintendent (Secretary-Treasurer). The operations of Clearview shall not be interfered with by the representative while on Clearview property.
- 5.05 Upon written request to the Associate Superintendent (Secretary-Treasurer), Clearview may consider additional leaves for Employees to attend CUPE education, CUPE conferences, CUPE committees or CUPE conventions. The written request shall be provided with as much notice as possible, and where possible, not less than five (5) working days in advance of the leave, stating the Employee's name, and the date(s) and time(s) the Employee will be absent from their duties. CUPE will reimburse Clearview for the costs incurred on salary and benefits during the leave. Such leaves will not be unreasonable denied.

## **ARTICLE 6 – CORRESPONDENCE**

- 6.01 Correspondence between Clearview and the Union shall be directed to the Associate Superintendent (Secretary-Treasurer) and the Secretary of the local respectively. Clearview agrees to supply a copy of correspondence involving a grievance directed to an individual Employee to the Union.

## ARTICLE 7 – NEW CLASSIFICATIONS

- 7.01 If Clearview creates a new classification coming under the scope of this Collective Agreement and which is not included in the salary schedule in this Agreement, Clearview shall establish the salary structure and then give written notice to the Union within five (5) working days from the date the new classification is established.
- 7.02 If the Union fails to object in writing within thirty (30) calendar days of receipt of the notice of Clearview, the salary structure shall be considered as established.
- 7.03 If the Union objects to the salary structure established by Clearview and by negotiation succeeds in revising the salary structure, the revised salary structure shall be retroactive to the date the new classification was implemented.
- 7.04 Failing resolution of the matter by negotiation, the salary rate(s) may be referred to the next scheduled round of collective bargaining.

### 7.05 Position Descriptions

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

### 7.06 Elimination of Present Classification

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

### 7.07 Change In Classification

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

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

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

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



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

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

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

## **ARTICLE 8 – TRANSFERS, PROMOTIONS & APPOINTMENTS**

- 8.01 A transfer means a lateral move in the bargaining unit, within the classification, or to an equivalent classification, at no loss of pay.
- 8.02 A promotion means a vertical move to a higher paid classification contained in this Agreement, and similarly, a demotion means a vertical move to a lower paid classification contained in this Agreement.
- 8.03 An appointment means a vertical move to a supervisory classification, out of the scope of this Agreement. Such appointees rely solely on the policy or other agreements relating to that classification, and are not subject to the provisions of this Agreement.
- 8.04 In making promotions or transfers within the scope of this agreement, the required knowledge, qualifications and skills contained in the position posting shall be the primary considerations. Where two (2) or more applicants are equally qualified to fulfill the duties of the position, seniority shall be the determining factor.
- 8.05 When a position becomes vacant or a new position is created, inside the bargaining unit, and Clearview decides to fill the vacant or new position, Clearview shall post notice of the position on the Staff Room bulletin board in Clearview's Office and the bulletin board in the Custodian's meeting room in the Stettler School Complex for a minimum of seven (7) calendar days in order that all Employees under this collective agreement will know about the position and be able to make written application.
- 8.06 When, because of inability to perform the duties of the Employee's position, or because of health, or by request, an Employee is transferred to a lower classified position, the Employee's rate will be adjusted immediately to the rate of the classification to which the Employee is transferred.

- 8.07 Understanding that the Stettler School Complex is considered one (1) building by Clearview and due to the nature of the Industry and the high quality of service that must be provided to the schools, which is and must be the first concern of Clearview and its Employees, it will at times be necessary to transfer Employees from one area to another or from one position to another. Clearview will discuss the reasons for the transfer with the affected Employee(s) prior to the transfer being implemented.

## **ARTICLE 9 – PROBATIONARY PERIOD**

- 9.01 Any new Employee appointed to a position within a classification covered by this Agreement, shall serve a probationary period of three (3) months shifts worked from the date of the Employee's commencement of service.
- 9.02 If a new Employee is unsatisfactory in the opinion of Clearview, the Employee may be discharged at any time during the probationary period, and the discharged Employee shall not have recourse to the grievance procedure but shall have the ability to meet with the Supervisor and a Union representative to review the reasons for the termination.
- 9.03 Prior to the completion of the probation period, Clearview shall meet with the Employee to discuss the various aspects of position performance. Should Clearview determine that an extension of the probation period is required, such extension shall be communicated to the Employee in writing outlining the concerns at least five (5) days prior to the completion of their probation period. The Union will be notified of this decision in writing.

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

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

### **9.04 Trial Period**

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

- 9.05 A regular Employee who has completed a probationary period, and who subsequently changes position, except as outlined under Article 9.04, shall not have to serve another probationary period.

- 9.06 An Employee who terminates service with Clearview and at a later time is re-employed by Clearview to work in the same classification or any other classification in the bargaining unit, shall again serve the probationary period as required in clause 9.01.

## **ARTICLE 10 – SENIORITY: BARGAINING UNIT**

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

10.02 Seniority will continue to accrue during:

- (a) a period when continuous salary and benefits are paid by Clearview to or on behalf of an Employee;
- (b) a Clearview approved leave of absence;
- (c) Worker's Compensation Leave;
- (d) maternity/parental leave;
- (e) a temporary promotion outside the bargaining unit;
- (f) bereavement/critical illness leave;
- (g) jury duty and court services;
- (h) vacation period;
- (i) period of lay-off up to seven (7) months;
- (j) a period, not exceeding eighteen (18) months, when an Employee is absent from work because of illness or injury.

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

- (a) a disciplinary suspension that is not reversed by grievance procedure;
- (b) any unapproved absence;
- (c) except as provided in clause 10.02(e) above any period of service outside the bargaining unit.
- (d) a Worker's Compensation leave in excess of seven (7) months.

10.04 Seniority shall be lost when an Employee:

- (a) is discharged for cause and is not reinstated;
- (b) is terminated or terminates;
- (c) fails to report to work on recall after being laid off;
- (d) retires;
- (e) is laid off in excess of seven (7) months;
- (f) is absent from work because of illness or injury for a period exceeding eighteen (18) months.

**ARTICLE 11 – LAY-OFF & RECALL**

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

- 11.02 (a) Except in cases of an unforeseen or emergent circumstance, Clearview will notify a regular Employee, who is to be laid off ten (10) working days prior to the date the lay-off is to commence, or provide one day's pay for each work day the notice period is short of the required notice.
- (b) In the event that a lay-off is necessitated by an unforeseen or emergent circumstance, the required notice period shall be reduced to a period of three (3) work days, or one (1) day's pay for each work day the notice period is short of the required notice. A strike by another bargaining unit is an example of a circumstance under this provision.
- (c) Casual and temporary Employees may be laid off upon being notified at the beginning of the shift on the day the lay-off is to be effective.
- (d) Within a classification no regular Employee shall be laid off before a casual or temporary Employee.

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

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

- 11.05 Notwithstanding the foregoing, where the Employment Standards Code provides longer notice of termination than is herein provided, the Employment Standards Code shall govern.
- 11.06 In the event Clearview is unable to contact the Employee personally, recall shall be deemed to have been carried out ten (10) days after delivery of a double registered letter to the last known address of the Employee as shown on Clearview's records and, if the letter is returned to Clearview, recall shall be deemed to have been carried out effective the date the letter is returned to Clearview.
- 11.07 An Employee who does not return from lay-off as required, shall be considered to have voluntarily terminated employment with Clearview.

## **ARTICLE 12 – PROGRESSIVE STAFF ACCOUNTABILITY, TERMINATION OF EMPLOYMENT AND EMPLOYMENT RECORDS**

### **Progressive Staff Accountability**

- 12.01 Clearview may use a progressive staff accountability (discipline) process on a just cause basis.
- 12.02 The steps in progressive accountability may be (in general order): a verbal conversation, a Letter of Concern and/or Direction, a Letter of Reprimand which may or may not include suspension with or without pay, and a Letter of Termination of Employment.
- 12.02.01 It is not necessary for Clearview to complete all steps in the progressive accountability process where Clearview so determines.
- 12.03 A verbal conversation identified in Article 12.02 may be between the Employee and their supervisor where reasonable.
- 12.03.01 Verbal meetings may be done informally and would not normally involve Union representation unless agreed to by the Director of Human Services.
- 12.04 Under Article 12 "a Letter" collectively refers to the following: Letter of Concern and/or Direction, a Letter of Reprimand, and a Letter of Termination.
- 12.04.01 A Letter issued to the Employee will include the reason for such discipline.
- 12.04.02 A Letter may be provided through electronic communications.

- 12.04.03 A Letter of Reprimand or a Letter of Termination will be copied to the Union within ten (10) working days of issuance.
- 12.05 The Employee may have Union representation be present during investigations and meetings regarding a Letter, provided that a Union representative is available to: attend within one (1) working day or at a later time agreed to by the Employer and the Union.
- 12.06 Employees who have a Letter placed on their personnel file may provide a written response within seven (7) calendar days to the Letter and that response shall be attached to the Letter and kept in the personnel file.

#### Termination of Employment

- 12.07 (a) Except in cases of discharge for cause, Clearview shall give thirty (30) calendar days' notice of termination of employment. Clearview shall compensate an Employee with pay in lieu of notice, when such notice cannot be given.
- (b) Employees shall, when possible, give thirty (30) calendar days notice when terminating employment with Clearview.
- (c) When any Employee is disciplined or discharged Clearview will give full details of the Infraction or reasons in writing, with a copy to the Union.
- 12.08 An Employee who is discharged shall receive termination entitlements at the time the Employee leaves Clearview. An Employee who voluntarily leaves the employ of Clearview shall receive wages and vacation pay to which the Employee is entitled at the next regular pay day following the day on which the Employee terminates employment.

#### Employment Records

- 12.09 Following two (2) years of continuous service following the inclusion of a Letter or record being added to an Employee's file, the Employee may request to the Director of Human Services for the Letter or record to be removed, and such removal shall be at the sole discretion of Clearview.

## **ARTICLE 13 – HOURS OF WORK**

### **13.01 (a) Custodian**

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

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

- 13.02 All Employees shall be permitted a rest period of fifteen (15) consecutive minutes, both in the first three and one half (3 1/2) hours and second three and one half (3 1/2) hours of any given work shift.
- 13.03 Nothing in this Collective Agreement shall be used or construed as a guarantee of work per day or week or guarantee of days of work per week, month or year.
- 13.04 Clearview shall develop a master schedule for the length of up to a four (4) week period including a weekend rotation schedule. The schedule shall continually repeat or rotate itself without alteration. Where such alteration becomes necessary, the new shift schedule shall be posted no less than one (1) week in advance.
- 13.05 Clearview will schedule custodians for weekend shifts into the master schedule. Clearview may schedule casual Employees for the master schedule. Employee's may find a replacement custodian from Clearview approved Casual Custodian list. If the Employee is unable to find a casual custodian to work a weekend shift then the Employee scheduled to work the weekend is responsible for the shift. The parties agree that all Employees at the Stettler School Complex shall be included in the weekend rotation where Clearview has not scheduled a casual Employee.

## **ARTICLE 14 – OVERTIME**

- 14.01 Overtime hours are those worked beyond eight (8) hours per day or forty (40) hours per week, and must be authorized in such manner and by such persons as directed by Clearview.
- 14.02 Where each one (1) hours of overtime is worked, this will be either paid at one and one-half hours (1.5) or accumulated at one and one-half hours (1.5).
- 14.03 Non-overtime additional hours will be paid one hour (1.0) or accumulated at one hour (1.0).

- 14.04 Accumulated hours may only be accumulated upon mutual agreement of both Clearview and the Employee and such agreement shall be made at the time the additional hours are agreed to. In the event of no agreement between Clearview and the Employee, such hours shall be paid out at the earliest pay cycle as reasonable.
- 14.05 An Employee's accumulated time shall be taken at a time mutually agreed to by the Employee and Clearview. Where such agreement is not possible, accumulated time shall be paid out.
- 14.06 An Employee may only accumulate a maximum of 24 hours in any given calendar year.
- 14.07 Any accumulated time not scheduled to be taken off by the end of August 31 of each year shall be paid out.

## **ARTICLE 15 – SALARIES**

- 15.01 The salary schedules in Appendix A and Appendix B of this Agreement, shall be applicable to all Employees covered by this Agreement on the dates and year indicated.
- 15.02 Provisions of the Agreement in respect of salary, medical leave, vacations, statutory holidays, leaves, health plan benefit contributions and all other benefits, shall be, where applicable to part-time Employees, applied on a pro-rata basis and they shall receive each year only that proportion of salary and benefits that their period of actual service in the year bears to a year of full time service.
- 15.03 Clearview agrees to maintain a calendar month pay system with the month end payment by direct deposit on the 27 day of each month. In the event that the 27 day falls on a non-banking day then payment shall be made on the last banking day preceding the 27.
- 15.04 Clearview's contribution to health plan benefits, under Article 23.02, will be paid when a regular Employee is absent from work for short term absences of less than thirty (30) calendar days, medical leave to a maximum of ninety (90) calendar days, and if the Employee is eligible for extended disability benefits with ASEBP or WCB (as applicable) to a maximum of two years. For all other absences, the payment of the full cost of premium contributions will be the responsibility of the Employee.



## ARTICLE 16 – NAMED HOLIDAYS

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

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

- (a) In addition to the foregoing, one (1) day of paid leave is provided over the Christmas period, with the date as determined by the Clearview in consultation with CUPE. The intent of the date of leave(s) is to be the same for the Custodian group, and the date of leave(s) is to be the same for the Central Services Support Staff group, which may be different days between the two groups.
- (b) Where Easter Monday is a regular teaching day for schools, time off in lieu will be given on the Monday of the Spring Break.
- (c) Where Remembrance Day falls on a day that is a normal day off for the regular Employee, a day off in lieu for the Named Holiday shall occur during the Christmas break or at another time that is mutually agreeable between the Employee and Clearview.

16.02 An Employee will not be eligible for a Named Holiday or pay for Holiday when:

- (a) The Employee is absent from work without the consent of Clearview on either the last regular scheduled work day immediately preceding, or the first regular scheduled working day immediately following the Named Holiday.
- (b) A Named Holiday falls within a period of paid leave (other than vacation) or non-paid leave, the Named holiday will be considered as part of that leave, and will not be granted again at the end of such leave.

- 16.03 Where a Named Holiday falls during an Employee's designated vacation period, an extra day with pay will be granted to be taken in conjunction with the Employee's vacation period.
- 16.04 Where a Named Holiday falls during an Employee's designated vacation period, the Named Holiday shall be a paid day in accordance with Article 16. The Employee may use an additional earned vacation day in conjunction with the Employee's vacation period to extend the vacation period by such day.
- 16.05 Where an Employee works on a Named Holiday they shall be paid one and one-half times (1 ½ x) this basic rate of pay for all hours worked on the Named Holiday.

## **ARTICLE 17 – VACATIONS**

- 17.01 For the purpose of this Article, "vacation year" means the twelve (12) month period commencing on the first (1) day of September in each year, and concluding on the thirty-first (31) day of August in the following year.
- 17.02 Vacation entitlement, according to the following schedule, is earned during each vacation year of continuous service, and taken during the following vacation year.
- (a) One (1) year or less of complete continuous service up to and including August 31 of a vacation year, each Employee shall be entitled to vacation days with pay based on the number of full months worked divided by 12 times 10 days (4%).
  - (b) After one (1) year of complete continuous service up to and including August 31 of a vacation year, each Employee shall be entitled to fifteen (15) working days (6%) vacation with pay.
  - (c) After five (5) years of complete continuous service up to and including August 31 of a vacation year, each Employee shall be entitled to seventeen and one half (17.5) working days vacation with pay.
  - (d) After ten (10) years of complete continuous service up to and including August 31 of a vacation year, each Employee shall be entitled to twenty (20) working days vacation with pay.
  - (e) After fifteen (15) years of complete continuous service up to and including August 31 of a vacation year, each Employee shall be entitled to twenty-two and one half (22.5) working days vacation with pay.

- (f) After twenty (20) years of complete continuous service up to and including August 31 of a vacation year, each Employee shall be entitled to twenty-five (25) working days vacation with pay.
- (g) After twenty-five (25) years of complete continuous service up to and including August 31 of a vacation year, each Employee shall be entitled to thirty (30) working days vacation with pay.

17.03 Annually and before or on May 1, Clearview shall request all Union Employees provide vacation preferences if any relating to the subsequent following period starting July 1 and ending June 30.

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

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

- (b) Vacation pay on termination of employment will be paid on a pro-rata basis according to clause 17.02.

## **ARTICLE 18 –MEDICAL LEAVE PROVISIONS**

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

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

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

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

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

18.06 (a) For illness of three (3) days or less, if proof of illness is required by Clearview, Clearview may require a certificate from the Employee's attending medical doctor and/or a statement signed by the Employee substantiating the illness.

- (b) For illness of more than three (3) days, an Employee shall provide proof of illness acceptable to Clearview upon return to work.
- 18.07 (a) Regular Employees shall be eligible for medical leave from the onset of illness or disability to the extent of medical leave credited to them but not beyond the date of eligibility for benefit under the Alberta School Employees Benefit plan.
- (b) When a regular Employee is eligible for the long-term disability benefits contained elsewhere in this Agreement, the provisions for medical leave shall be suspended.
  - (c) For the purpose of this Agreement, an interrupted absence for the same illness shall be counted as one illness.
- 18.08 After two (2) years of absence due to Injury or medical leave, the Employee's position will be deemed vacant. After this determination, where the individual is able to return to work on a full-time continuous basis, the individual will have first choice for a vacant CUPE position they are qualified for and provided the same seniority they held just prior to the position being deemed vacant.
- 18.09 An Employee shall be granted up to five (5) days from their accumulated medical bank in any one September 1 to August 31 period without loss of pay or benefits, in the event of illness or hospitalization of an immediate family member including parent, spouse (including common-law and same gender partner), child or others when arrangements or care cannot be provided by another family member.

## **ARTICLE 19 – LEAVE OF ABSENCE**

- 19.01 (a) A Leave of Absence under this Article is a written authorization for an Employee to be absent from work for a definite period of time which has been approved in advance by Clearview.
- (b) Clearview will not be required to grant a Leave of Absence to allow an Employee to take employment with another organization.
- 19.02 All requests for leave shall be made in writing and shall be made at least two (2) weeks prior to the beginning of the leave, except in situations of an unforeseen or emergency nature, in which case the Employee's request shall be made as soon as the Employee becomes aware of the situation which prompted the request for leave.
- 19.03 An Employee, who has been granted a leave of absence and fails to return on the date granted by Clearview, shall be deemed to have abandoned the Employee's position, and will be considered as a voluntary termination.

- 19.04 In a leave of absence for a period of greater than ten (10) months, Clearview may find it necessary to fill the vacancy created on a permanent basis. In this event, the Employee on an extended leave greater than ten (10) months, shall be offered, following the completion of the leave, the first position available in the classification held by the Employee before the granting of the leave.
- 19.05 Leave with pay, without pay, or without pay and benefits may be granted by Clearview at the request of an Employee.
- 19.06 Maternity/Parental leave shall be granted pursuant to the Employment Standards Code.
- 19.07 (a) During any approved leave of absence without pay of up to thirty (30) calendar days, Clearview shall continue to pay its portion of the premium contributions towards the health insurance plans.
- (b) Provided the master policy of the insurance carrier allows, an Employee may continue the Insurance benefits under clause 23.02 provided the payments of the full cost of the premium contributions are the responsibility of the Employee.
- 19.08 Upon request, one (1) day of leave with pay may be used by the Employee to attend the birth of their child, and one (1) day with pay to attend to the release from hospital of the child, and one (1) day with pay to take custody of their legally adopted child.

## **ARTICLE 20 – BEREAVEMENT/CRITICAL ILLNESS LEAVE**

- 20.01 Leave with pay for a regular Employee of not more than five (5) working days for an occurrence of critical illness or death of spouse, child, son or daughter in-law, parent, legal guardian, brother, sister, parents of spouse, grandparents, grandchildren, grandparents of spouse, brother-in-law, sister-in-law, or a relative who is a member of the Employee's household.
- 20.02 A regular Employee is eligible for up to one working day to attend the funeral of aunts and uncles of the Employee or spouse.
- 20.03 A regular Employee is eligible for up to one working day to attend the funeral of nieces or nephews of the Employee or spouse.
- 20.04 Additional leaves of absence may be granted by Clearview's decision with or without pay and benefits.
- 20.05 One-half (1/2) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

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

## **ARTICLE 21 – PERSONAL LEAVE**

### **21.01 Personal and Wellness Leave**

- Each Regular Employee will be able to access one (1) day per year for mental or physical wellness.
  - Leaves are not able to be carried forward after August of each year.
  - This benefit is available to Regular Employees that are employed in September, or otherwise start between September to December of each year.
  - This one (1) day leave is for "a day" and not prorated to FTE, and would not be used in increments (so would not be used in 1/2 day increments).
  - Use will be in consultation with the Supervisor and with two weeks notice where possible, and may not be approved where such a leave is in conflict with the interests of Clearview.
  - This day may be used to extend a holiday period or long weekend at the reasonable discretion of the supervisor.
- (b) The new leave provisions would be effective the first day of the month following ratification.
- (c) Until August 31, 2023, where an Employee has already accessed the previous leave provision, they will be held harmless and be able to access the new leave provision.

#### **Previous leave provision:**

- An Employee shall be entitled to three (3) days of personal leave at fifty percent (50%) pay
- such leave shall not be used for extension of vacation or paid holiday time unless prior written approval has been obtained from Clearview.

## ARTICLE 22 – JURY DUTY & COURT SERVICES

- 22.01 If Employees are called to the courts as a member of a jury, or as a witness, Clearview will pay the difference between the pay received for such court service and the pay the Employee would have normally received if the Employee had been working, based on the Employee's basic pay rate and not to include any premium or fringes.
- 22.02 Employees shall, whenever possible, perform their work between periods of jury duty or while awaiting jury call.
- 22.03 In seeking reimbursement from Clearview for the difference between court or jury pay and full wages, Employees shall submit a statement of fees received to Clearview.

## ARTICLE 23 – GROUP BENEFITS

- 23.01 When enrolment and other requirements for group participation in various plans have been met, Clearview will sponsor such plans to the portion agreed upon, and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency. For purposes of Article 23 a regular Employee will be eligible to enroll only where the Employee is assigned in excess of 1200 straight time hours per annum.
- 23.02 Clearview agrees to contribute to the following benefit plans on behalf of each enrolled regular Employee.

|   | <u>Clearview<br/>Contribution</u> | <u>Employee<br/>Contribution</u> |
|---|-----------------------------------|----------------------------------|
| (a) ASEPB Life – Schedule 2             | 100%                              | 0%                               |
| (b) ASEBP EDB – Plan D                  | 100%                              | 0%                               |
| (c) ASEBP Extended Health Care – Plan 1 | 100%                              | 0%                               |
| (d) ASEBP Dental – Plan 3               | 100%                              | 0%                               |
| (e) ASEBP Vision Care – Plan 3          | 100%                              | 0%                               |

- 23.03 As a condition of employment, eligible regular Employees shall participate according to Clearview's carrier policies and regulations in the Local Authorities Pension Plan and all group insurance plans unless covered on similar group insurance plans by a spouse, in which case, Extended Health Care Plan 1, Dental Plan 3, Visions Care Plan 3 and Alberta Health Care will be optional.
- 23.04 Payment towards benefit plans by Clearview shall permit them to retain and not pass on to Employees any rebates of premiums otherwise required under Human Resources Development Canada - Employment Insurance (previously Unemployment Insurance Commission) regulations.

23.05 Permanent Employees shall participate in Clearview's Health Spending Account in accordance with the terms of the said policy to a maximum benefit of three hundred and twenty-five dollars (\$325.00) per year.

- (a) Provide an increase to the health spending account of \$100 effective September 1, 2022.
- (b) Provide an increase to the health spending account of \$25 effective September 1, 2023.
- (c) The health spending account with ASEBP will be converted to a blended health spending account and wellness spending account effective September 1, 2023.
- (d) The option for access to the wellness spending account will be Option 1.
- (e) Continue to provide access to the Clearview Wellness Account until August 31, 2023.

#### **ARTICLE 24 –DISPUTE RESOLUTION**

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

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

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

- (a) Discharge grievances,
- (b) Clearview initiated grievances,
- (c) Policy grievances of general application or interpretation,
- (d) Where a group of Employees have a grievance.

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

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



**24.05.01 Step 1: Dispute Resolution**

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

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

**24.05.02 Step 2: Grievance**

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

- (a) The grievance shall be submitted to the Union Grievance Officer or their delegate. At each step of the grievance procedure, the grievor(s) shall be present together with the Union Grievance Officer or their delegate.
- (b) CUPE will submit the grievance to the Associate Superintendent (Secretary-Treasurer) in writing and must include a statement of the following:
  - (i) The nature of the grievance and the circumstance out of which it arose,
  - (ii) The remedy or correction Clearview is requested to make, and
  - (iii) The clause or clauses where the Agreement is claimed to be violated.

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

**24.05.03 Step 3: Grievance**

Failing settlement at Step 2, and within five (5) days after receipt of the written response from the Associate Superintendent (Secretary-Treasurer) in Step 2, the grievance may be submitted to the Chair of Clearview's Grievance Committee through the Associate Superintendent (Secretary-Treasurer).

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

**24.05.04 Step 4: Grievance**

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

- 24.06 Any grievance that has been processed through all steps of the Grievance Procedure and is in accordance with the time limits specified (unless time limit changes were agreed to), may be referred to a Board of Arbitration as hereafter outlined.
- 24.07 Either party who feels a satisfactory settlement has not been reached may, within twenty (20) days of receipt of the decision of the Committee Chair of Clearview or designate with respect to Employee(s) grievance or the decision of the Union in respect of Clearview's grievance, request the formation of an Arbitration Board by notifying the other party in writing by mail or by fax or other electronic means of its desire to arbitrate, at the same time submitting the name of the person nominated by them to be their appointee on the Arbitration Board.
- 24.08 Within ten (10) days the party receiving the above notice shall notify the above appointee and the other party of its appointee to the Arbitration Board.
- 24.09 The two (2) appointees so selected shall, within a period of twenty (20) days, select a third person to act as Chair, or if the appointees fail to agree on a third person to act as Chair within twenty (20) days, the appointments shall be made by the Director of Mediation upon the request of either Clearview and the Union, except that with the consent of both Clearview or the Union, time limits as above specified may be extended for such times as are agreed to by Clearview and the Union in writing.
- 24.10 The Arbitration Board shall hear and determine the difference and shall issue an award in writing. The decision of the Arbitration Board is final and binding upon the parties and upon any Employee affected by it.
- The decision of a majority of the Arbitration Board members is the award of the Arbitration Board, but if there is no majority the decision of the Chair governs and it shall be deemed to be the award of the Arbitration Board.
- 24.11 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two (2) parties shall bear equally the expenses of the Chair.
- 24.12 The Arbitration Board:
- (a) Shall not have the power to alter or amend any provision of the Collective Agreement, or to substitute any provision or to give any decision inconsistent with the terms of this Agreement.

- (b) Shall have jurisdiction to determine whether the grievance presents an arbitrable issue.
- (c) Is limited in its jurisdiction to dealing only with the matters specifically raised in the grievance.

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

- (a) May direct Clearview to reinstate the Employee and to pay to the Employee a sum equal to the Employee's wage loss by reason of the Employee's suspension or dismissal, less any monies earned by the Employee during the Employee's period of suspension or dismissal, or such lesser sum as in the opinion of the Arbitration Board, is fair and reasonable.
- (b) May make such other directives varying the penalty as it considers fair and reasonable having due regard to the terms of the Collective Agreement.

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

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

Should Clearview fail to satisfy any of the requirements of the grievance procedure, including the time limits contained herein, the grievance may proceed to the next step of the grievance procedure.

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

## **ARTICLE 25 – GENERAL**

### **25.01 Cooperation on Safety**

The Union and Clearview shall cooperate in continuing and perfecting regulations which will afford adequate protection to Employees engaged in hazardous work.

**25.02 Pay for Injured Employees**

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

**25.03 New Employees**

Clearview agrees to acquaint new Employees with the fact that a Union Agreement is in effect, and supply a copy of the Agreement to the new Employee.

25.04 Clearview agrees to provide to an Employee a copy of the Employee's position description, when requested in writing by the Employee.

**ARTICLE 26 – NOTICE BOARDS**

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

**ARTICLE 27 – TERM OF AGREEMENT**

27.01 This Agreement shall be in full force and effect from the date of execution hereof until August 31, 2024. The date of execution shall be the beginning of the month following the date of signing by the parties, or September 1, 2021 whichever comes later. Either party may give to the other, not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the termination of this Agreement, a notice in writing of its intention to commence collective bargaining. Both parties shall exchange proposals for all amendments sought at the first meeting.

27.02 If neither party submits notice as per Clause 27.01, this Agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given as per Clause 27.01.

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

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

## **ARTICLE 28 – NO LOCKOUT - NO STRIKE**

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

## **ARTICLE 29 – LIAISON COMMITTEE**

The Associate Superintendent (Secretary-Treasurer) and Director of Human Services will offer to meet at least twice per year with up to four CUPE representatives (CUPE President, CUPE Custodian representative, and CUPE National Representative). A terms of reference for the committee will be established for the committee in consultation with CUPE.

## **ARTICLE 30 – PROFESSIONAL DEVELOPMENT**

Clearview will provide a minimum of two (2) days of professional development for staff. At least one (1) of the professional development days will be organized in consultation with the Liaison Committee.

## **ARTICLE 31 – RESPECTFUL AND SAFE WORK PLACES**

31.01 Clearview and the Union will not tolerate discrimination of any Employee due in whole or in part to their race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, family status or legal sexual orientation of that person or class of persons or of any other person or class of persons.

31.02 Clearview and the Union are committed to ensuring that each Employee has a respectful and safe environment that respects diversity and principles of inclusivity, and will not tolerate threatening, harassing, intimidating, assaulting or bullying by any person within the work place.

31.03 Clearview and the Union encourage reporting of all incidents of threats, bullying, harassment, violence, or intimidation regardless of the identity of the alleged harasser or offender in accordance with Clearview's public interest disclosure and duty to report procedures.

IN WITNESS THEREOF, the parties here executed this agreement this 22<sup>nd</sup> day of June, 2023, by affixing hereto the signatures of their proper officers on their behalf.

**Clearview Public Schools**

**CUPE LOCAL 4292**

**APPENDIX A  
CUSTODIAN**

| <b>September 1, 2021-May 31, 2023</b>                                       |                            |                               |
|---|----------------------------|-------------------------------|
| <b>0 % general increase to all classification levels on the salary grid</b> |                            |                               |
| <b>Classification</b>   | <b>Regular<br/>Rate/hr</b> | <b>Regular<br/>Rate/Annum</b> |
|   |                            | <i>(at 2080 hrs)</i>          |
| Head Custodian  | 23.98                      | 49,878.40                     |
| Custodian   | 21.33                      | 44,366.40                     |
| Casual Custodian  | 18.60                      |                               |
|   |                            |                               |

| <b>June 1, 2023-January 31, 2024</b>   |                            |                               |
|--|----------------------------|-------------------------------|
| <b>1.25 % general increase to all classification levels on the salary grid</b> |                            |                               |
| <b>Classification</b>  | <b>Regular<br/>Rate/hr</b> | <b>Regular<br/>Rate/Annum</b> |
|  |                            | <i>(at 2080 hrs)</i>          |
| Head Custodian   | 24.28                      | 50,502.40                     |
| Custodian  | 21.60                      | 44,928                        |
| Casual Custodian   | 18.83                      |                               |
|  |                            |                               |

| <b>February 1, 2024-August 31, 2024</b>                                       |                            |                               |
|---|----------------------------|-------------------------------|
| <b>1.5 % general increase to all classification levels on the salary grid</b> |                            |                               |
| <b>Classification</b>   | <b>Regular<br/>Rate/hr</b> | <b>Regular<br/>Rate/Annum</b> |
|   |                            | <i>(at 2080 hrs)</i>          |
| Head Custodian  | 24.64                      | 51,251.20                     |
| Custodian   | 21.92                      | 45,593.60                     |
| Casual Custodian  | 19.11                      |                               |
|   |                            |                               |

| <b>February 1, 2024-August 31, 2024</b>  |                |                      |
|--|----------------|----------------------|
| <b>0.5% general increase to all classification levels on the salary grid, subject to Gain Sharing Formula* if applicable, as described below</b> |                |                      |
|  | <b>Regular</b> | <b>Regular</b>       |
| <b>Classification</b>  | <b>Rate/hr</b> | <b>Rate/Annum</b>    |
|  |                | <b>(at 2080 hrs)</b> |
| <b>Head Custodian</b>  | <b>24.76</b>   | <b>51,500.80</b>     |
| <b>Custodian</b>   | <b>22.03</b>   | <b>45,822.40</b>     |
| <b>Casual Custodian</b>  | <b>19.21</b>   |                      |
|  |                |                      |

**Weekend and Statutory Holiday Premium Pay**

All Employees working on a Weekend or a Statutory Holiday shall receive a premium of two dollars (\$2.00) per hour for each hour worked in addition to the Employees normal pay or the Statutory holiday premium as outlined in Article 16.05.

*\* Gain Sharing Formula*

*Alberta's 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the "Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.50% will be added to wages retroactively effective on the sixth (6th) month of your referenced contract year. The "Average of All Private Forecasts for Alberta's Real GDP" for 2023 will be published in Alberta Budget 2024.*

*"Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year would be a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions:*

- *Conference Board of Canada*
- *Stokes Economics*
- *BMO Capital markets*
- *CIBC world Markets*
- *Laurentian Bank*
- *National Bank*
- *RBC Royal Bank*
- *Scotiabank*
- *TD Bank*

*The most recent publicly available forecast for Alberta's Real GDP for 2023 would be sourced from each institution at the time the pay-out determination would be made in February 2024.*



**LETTER OF UNDERSTANDING**

Between

Clearview Public Schools

And

The Canadian Union of Public Employees  
Local 4292

**RETIREMENT ALLOWANCE**

1. Clearview and the Union agree to delete Article 18, Retirement Allowance from the 1995-1996 Collective Agreement.
2. In recognition of the deletion of Article 18, Retirement Allowance under the 1995-1996 Collective Agreement, Clearview and the Union agree that an Employee who retires from Clearview and who has completed twenty (20) consecutive years of service with Clearview will be eligible to receive the equivalent of one (1) day's salary for each complete year of service up to and including twenty (20) years of service and the equivalent of two (2) days' salary for the twenty-first (21) and subsequent complete years of service. If the Employee listed below has passed away, the entitlement will be paid to the Employee's estate.
3. Clearview and the Union agree that the provisions of the Letter of Understanding shall apply only to Kathryn Perry, provided the Employee remains employed until retirement from Clearview.

Signed at Stettler, Alberta this 21 day of June, 2023.

**Clearview Public Schools**

**CUPE LOCAL 4292**

**LETTER OF UNDERSTANDING**

Between

Clearview Public Schools

And

The Canadian Union of Public Employees  
Local 4292

**PROFESSIONAL LEARNING AND TRAINING**

Clearview and CUPE agree to the provision of a pilot initiative for three (3) days each year for professional learning and training, with at least one (1) day to be organized in consultation with the Liaison Committee, and together commit to reviewing the pilot initiative before August 31, 2024 and/or during collective bargaining. This letter of understanding shall expire August 31, 2024.

Signed at Stettler, Alberta this 21 day of June, 2023.

**Clearview Public Schools**

**CUPE LOCAL 4292**