

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE BOARD OF TRUSTEES  
OF THE  
GRANDE YELLOWHEAD PUBLIC SCHOOL DIVISION NO. 77**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL #1357**

**September 1, 2018 to August 31, 2021**

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THIS AGREEMENT MADE IN DUPLICATE

This 28 day of November, 2018

BETWEEN:

THE BOARD OF TRUSTEES OF  
THE GRANDE YELLOWHEAD PUBLIC SCHOOL DIVISION NO. 77  
(Hereinafter referred to as "the Employer")

OF THE FIRST PART, AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO.  
1357 (Hereinafter referred to as "the Union")

OF THE SECOND PART.

PREAMBLE

WHEREAS the Division is responsible for the educational success of students, and

WHEREAS the Employees are responsible for assisting with the educational success of each student, and

WHEREAS the union is the duly certificated bargaining agent for the employees of the Employer covered by the Labour Relations Board Certificate 159-2012, and

WHEREAS such employees' terms and conditions of employment and their salaries have been the subject of negotiations 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 employees covered by the Labour Relations Board Certificate 159-2012,

THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 – DEFINITIONS

1.1 Permanent Full-Time Employee

Permanent Full-Time Employee shall mean an employee in an established position under this Agreement whose hours of work are defined as per Article 15 - Hours of Work.

## 1.2 Permanent Part-Time Employee

Permanent Part-Time Employee shall mean an employee scheduled to work less than the weekly hours of work set forth in this Agreement (Article 15 - Hours of Work).

## 1.3 Probationary Period

Probationary Period is the period of time defined in Clause 12.1 in an established position under this Collective Agreement.

## 1.4 Casual Employee

a. A "Casual Employee" is one who:

- (i) works on a call in basis and is not regularly scheduled, or
- (ii) relieves a Full-time or Part-time Employee who is on approved leave of absence, with a set start and end date, the duration of which is ninety (90) calendar days or less; or
- (iii) for all other situations is regularly scheduled for a period of twenty (20) working days or less for a specific job.

b. Casual employees are not entitled to provisions under this collective agreement unless specifically noted in the agreement.

## 1.5 Temporary Employee

a. A "Temporary Employee" is one who is hired to replace a Full-time or Part-time Employee who is on approved leave of absence for a period in excess of ninety (90) calendar days to a maximum of twelve (12) months.

b. Temporary employees are only entitled to clauses 15.1.4, 17.2, 18.1, 19.3, 19.6, 19.7.

## 1.6 Employer

Employer shall mean the Board of Trustees for the Grande Yellowhead Public School Division No. 77 or designate.

## 1.7 Vacation Year

Vacation year shall mean the period from September 1 to the succeeding August 31.

## 1.8 Seniority

a. Seniority for a Full-time or Part-time Employee shall be defined as the date of hire into a Permanent Full-time or Part-time position in the bargaining unit.

b. Should a Temporary Employee become a permanent employee, all time worked in the temporary position contiguous to their entry into a permanent position, shall be recognized and contribute toward their seniority accrual.

- c. Should a Casual employee become a permanent employee the date of seniority will be recognized as the date they enter a permanent position.

1.9 Grievance

Grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

1.10 Consecutive Working Days

Consecutive Working Days are Monday through Friday, excluding weekends and General holidays.

1.11 Layoff

A layoff shall mean a reduction in the workforce, or an elimination of positions.

1.12 Critical Illness

Critical Illness shall be defined as a life threatening condition.

- 1.13 Where the singular is used in this agreement, it shall be deemed to be the plural where the context so requires and vice versa.

**ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.1 The Board retains those residual rights of management not specifically limited by the expressed terms of the collective agreement.

**ARTICLE 3 – RECOGNITION AND NEGOTIATIONS**

- 3.1 The Employer and its representatives recognize the Union as the sole and exclusive bargaining agent for all employees covered by Certificate 159-2012 issued by the Labour Relations Board of the Province of Alberta.

3.1.1 The following positions are excluded from the Collective Agreement:

- Executive Assistant
- Family School Liaison Counsellor
- Speech Language Pathologist
- Occupational Therapist

- 3.2 The Employer shall provide leave without pay but without loss of benefits for the purpose of attending negotiation meetings between the Employer and the Union.

- 3.3 Representatives of the Union who are not employees of the Employer may enter the premises of the Employer for the purpose of negotiations or the investigation of grievances after first notifying and receiving the approval from the facility administrator. The activities of the Union representative(s) shall be limited to those approved by the facility administrator.

- 3.4 Upon commencement of employment the Employer shall make new employees aware that the current copy of the collective agreement is available on the Grande Yellowhead Public School Division No. 77 website ([www.gypsd.ca](http://www.gypsd.ca)).
- 3.5 When a difference arises out of a provision contained in this Collective Agreement and the Employer's regulations, guidelines, policies or an administrative procedures cover the matter, the Collective Agreement shall supersede the regulations, guidelines policies or administrative procedures.
- No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of the Collective Agreement.
- 3.6 For the purpose of regular hours of work, Article 15, Clause 15.2 shall not apply to negotiation meetings held outside the employee's regular hours of work.
- 3.7 The Union shall keep the Employer advised, in writing, with up to date lists of the names of officers, committee members and any other representatives of the Union.

#### ARTICLE 4 – NO DISCRIMINATION

- 4.1 The Employer and the Union agree that all persons are entitled to a respectful work environment. There shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, race, creed, color, national origin, sexual orientation, political or religious affiliation, sex or marital status, nor by reason of their membership or activity in the Union.

#### ARTICLE 5 – CHECK-OFF OF UNION DUES

- 5.1 At the signing of the Agreement, as a condition of employment, all new employees shall become and remain members of the union according to the Constitution and By-Laws of the Union, within thirty (30) working days from the date of employment.
- 5.2 The Employer shall deduct monthly Union dues from each employee covered by this Agreement and shall remit such dues to the Treasurer of the Union not later than the tenth (10th) of the following month. The remittance shall be accompanied by a list of those employees for whom dues are remitted.
- 5.3 The amount of Union dues deducted by the Employer from each employee in the previous calendar year shall be recorded on the employee's income tax (T-4) slip.

#### ARTICLE 6 – CORRESPONDENCE

- 6.1 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Employer's designated representative and the President of the Union or designate. In addition, a copy of all correspondence dealing with grievances shall be sent to the Chief Steward.
- 6.2 The Employer agrees that matters of Policy and rules and regulations which affect employees within the bargaining unit shall be communicated to the President of the Union or designate, by the Employer's designated representative and a copy shall be forwarded to each facility administrator to be made available to the employees covered by this Agreement, by posting. The Union may also post notices of meetings or correspondence of an official nature, which are not objectionable to the Employer.

- 6.3 The Employer or its representatives shall make available to the Union, on request, information required by the Union, such as job descriptions, job classifications, wage rates, and information pertaining to pensions and benefit plans.
- 6.4 The Employer and Union agree that correspondence outlined within this article is to be sent via post to the following addresses:

For the Union:  
Canadian Union of Public Employees Local 1357  
P.O. Box 5105  
Edson, Alberta T7E 1T3  
Attention: President

For the Employer:  
Board of Trustees of Grande Yellowhead Public School Division No. 77  
3656 - 1 Avenue  
Edson, Alberta T7E 1S8  
Attention: Secretary Treasurer

#### ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.1 The parties agree that the time limits set forth in this article shall be mandatory, exclusive of Saturdays, Sundays, and General Holidays.
- 7.1.1 In the event that the union misses a time limit, the grievance is deemed to be abandoned.
- 7.1.2 In the event that the employer misses a time limit, the grievance shall be advanced to the next step in the grievance procedure.
- 7.1.3 The time limits specified in the grievance procedure may be extended for such time as mutually agreed, in writing, by the Employer and the Union.
- 7.2 In order to provide for an orderly and speedy process for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and Stewards. The role of the steward shall be to assist with the preparation and presentation of a grievance commencing with clause 7.3 below. When a steward assists with the presentation of a grievance during working hours, they shall suffer no loss of regular earnings.

## Policy Grievance

- 7.3 Grievances which are not of an individual nature but are generally applicable to employees covered by the scope of this Agreement shall be referred to as a policy grievance.

Policy grievances shall be submitted, in writing, within thirty (30) consecutive working days of the event which led to the grievance and shall specify the nature of the grievance, the articles or clauses of the collective agreement which are alleged to be violated and the remedy or correction that the Employer is requested to make. The grievance shall commence at Step 2, Clause 7.6.

### Step 1

- 7.4 An employee who feels they have a grievance shall notify the Union, who, along with the employee, will discuss it with the employee's supervisor within ten (10) consecutive working days of the event which led to the grievance in an earnest attempt to resolve the problem.
- 7.5 The Union shall have the right to originate grievances on behalf of any employee who feels that they have a grievance.

### Step 2

- 7.6 Failing to resolve the grievance during the discussion with the employee's supervisor, it shall be dealt with as follows:
- a. Within ten (10) consecutive workdays, the Union shall submit the grievance in writing to the Secretary Treasurer with a copy to the Superintendent outlining:
    - i. the nature of the grievance
    - ii. the articles or clauses of the collective agreement which are alleged to have been violated.
    - iii. the remedy or correction the employer is requested to make.
  - b. The Secretary Treasurer shall provide a written reply within ten (10) consecutive working days of receiving the grievance.

### Step 3

- 7.7 In the event that the matter is not satisfactorily resolved by the Secretary Treasurer:
- 7.7.1 The Union may submit the written grievance to the Superintendent as soon as possible and in any case not later than ten (10) consecutive working days after the Secretary Treasurer provides a written reply.
  - 7.7.2 The Superintendent, or designate, shall meet with the Union within fifteen (15) consecutive working days of the submission to consider the case. The employee, should they request it, may have a representative of the Union present during the meeting with the Superintendent, or designate.
  - 7.7.3 The decision of the Superintendent will be sent to the Union and the employee within ten (10) consecutive working days after the hearing.

7.8 If the decision of the Employer fails to resolve the grievance:

7.8.1 The Union may submit the matter to an Arbitration Board, provided that the Union shall take such action and shall notify the Employer within fifteen (15) consecutive working days, of receipt of the response of the Superintendent, or designate as set out in clause 7.7 above. At the same time the Union shall submit the name of the person nominated by them to be their appointee on the Arbitration Board. The Employer will also submit the name of the person nominated by them to be their appointee on the Arbitration Board.

7.8.2 The Arbitration Board:

- a. shall not have power to alter or amend any provision of the Collective Agreement, 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 arbitral issue.

7.8.3 The Arbitration Board shall hear and determine the difference and shall issue an award in writing. The decision of the majority of the Arbitration Board is final and binding on the parties and upon any employees affected by it. If there is not a majority, the decision of the Chairman governs and it shall be deemed to be the award of the Arbitration Board.

7.8.4 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two parties shall bear equally the expenses of the Chairman.

## ARTICLE 8 – DISCIPLINE SUSPENSION AND DISCHARGE

8.1 Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview. An employee shall have the right to have a Union representative present at any disciplinary meeting and shall be informed of such right.

8.2 Unsatisfactory conduct and/or performance by an Employee may result in a written warning to the Employee. A written warning shall provide the specifics of the issue(s) that gave rise to the disciplinary action, shall provide direction regarding work performance expectations and a timeline for improvement, as well as indicating that further discipline or discharge may follow any similar infractions. A copy of the written warning shall be placed on the Employee's personnel file. A copy of the written warning shall be forwarded to the Union. An employee considered by the Union to be wrongfully or unjustly disciplined shall be entitled to a hearing commencing with Step 2 of the grievance procedure.

8.3 The Employer may suspend or discharge any employee for just cause. An employee considered by the Union to be wrongfully or unjustly suspended or discharged shall be entitled to a hearing commencing with Step 3 of the grievance procedure.

## ARTICLE 9 – PERSONNEL FILES

- 9.1 A copy of any report on or evaluation of, an employee that is to become part of the employee's record shall be given to the employee. The employee's written reply or comments in regard to such a report or evaluation must also become part of the record. With thirty-six (36) hours' notice, excluding weekends and General Holidays, an employee may examine and copy their file with a union representative present if requested.

File documents more than twenty-four (24) months old shall be purged and will not be used in disciplinary proceedings.

## ARTICLE 10 – CLASSIFICATIONS

### 10.1 New Classifications and Re-classifications

During the term of this Agreement, the Employer shall notify the Union:

10.1.1 Where a new classification is established and filled within the bargaining unit; provide the new classification and schedule of wages deemed appropriate for the new classification.

10.1.2 Where a reclassification of an existing position occurs.

10.1.2.1 Where the request for reclassification is made by the employee, it shall be vetted through the Union prior to submission to the Employer.

10.2 If the Union fails to object, in writing, within thirty (30) consecutive working days of receipt of the notice from the Employer, the change in 10.1 shall be considered as implemented.

10.3 If the Union objects to the salary structure in the new classification established by the Employer and through negotiations, both parties agree to revise the salary structure, the revised salary structure shall be retroactive to the date the new classification was established.

10.3.1. Failing resolution of the matter by negotiation within a further thirty (30) consecutive working days of the receipt of the notice from the Employer, it may be grieved starting at Step 2 of the Grievance Procedure.

10.4 If the Union objects to a reclassification, it may be grieved starting at Step 2 of the Grievance Procedure.

10.5 Copies of all job descriptions shall be copied to the Union, and provided on the Grande Yellowhead Public School Division No. 77 website at [www.gypsd.ca](http://www.gypsd.ca).

## ARTICLE 11 – POSTINGS

Both Parties recognize the principle of position improvement, and opportunities for advancement and career building as gained through years of service.

11.1 Internal postings shall be placed in the Employer's offices, shops, and on bulletin boards for a minimum of five (5) consecutive working days. The internal posting period may be waived or shortened upon mutual agreement between the Union and the Employer. Such notice shall contain the following information: nature of position, qualifications, shift and hours of work when established, wage or salary rate.

A copy of each posting shall be forwarded to the Union office at the same time as they are posted.

- a. When the employer intends to fill a vacancy as a result of a resignation or termination, or a new position is created, the position shall be posted,
- b. The employer may fill the above position(s) on a temporary basis subject to Clause 23.3 for up to a maximum of twenty (20) consecutive working days, or by mutual consent between the Employer and the Union.
- c. Employees shall be selected by the Employer on the basis of performance, ability, qualifications, and seniority.

## 11.2 Additional Hours

11.2.1 Should additional hours become available, the permanent part-time employees shall be given first opportunity for working the additional time before any new employee is hired.

11.2.2 Any additional hours (two consecutive hours or greater) shall be posted within the zone for five (5) consecutive working days.

11.2.3 Any additional hours (less than two) shall be assigned to the permanent part-time employee(s) at the facility, based on seniority and qualifications.

## 11.3 Employment Status and Transfers

11.3.1 It is considered a status change when an employee moves from 10 months to 12 months, or from 12 months to 10 months, or from 10 month to 10 months.

11.3.2 It is considered a transfer when an employee moves to another site, but their employment status and rate of pay, does not change.

11.3.3 Any Employee who changes classification, status or is transferred shall be placed on a trial period for forty-five (45) consecutive working days.

- a. Conditional upon satisfactory service, the change in classification, status or the transfer shall become permanent after forty-five (45) consecutive working days.
- b. The employee who is for any reason absent from a scheduled work period may have their trial period extended by a period equal to the number of days absent.
- c. In the event the applicant proves unsatisfactory, they shall be returned to their former position and former wage rate without loss of seniority.

- d. An employee on a trial period shall have the right to give a written notice of request to return to their former position within forty-five (45) consecutive working days if they so desire.
- e. Any other employee impacted because of this arrangement shall be returned to their former position and former salary without loss of seniority. Any employee newly hired because of this arrangement shall be released from the employ of the Employer.

#### ARTICLE 12 – PROBATIONARY PERIOD

12.1 All employees covered by the terms of this Agreement shall serve a probationary period of ninety (90) days worked, not to exceed ten (10) months.

At the end of this period, they shall be classified as a "permanent employee". On reaching permanent employee status, seniority shall commence from the first day of employment.

If a new employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period and such termination shall not be subject in any manner to the grievance or arbitration procedure.

12.2 In the event an employee has not had the opportunity to complete their probationary period, as a result of a layoff, that employee shall continue to accrue seniority upon recall in order to complete their probationary period.

12.3 If a temporary employee is successful in retaining the position, following posting of the position, their term of service in the position as a temporary employee, will be recognized as contributing to the completion of the probationary period.

12.4 A probationary employee shall be notified of their progress during the probationary period in order to correct any shortcomings in their job performance.

#### ARTICLE 13 – EMPLOYMENT TERMINATION

13.1 An employee shall be deemed to be terminated in the event of any of the following:

- a. The employee is discharged for just cause and is not reinstated.
- b. The employee resigns.
- c. The employee is absent from work for three (3) consecutive working days without sufficient cause or without notifying the Employer.
- d. The employee fails to return to work within three (3) consecutive working days following a lay-off unless providing a medical certificate satisfactory to the Employer or other just cause.
- e. The employee is laid off for a period of longer than one (1) year.
- f. The employee extends a leave of absence granted by the employer without satisfactory cause. Acceptable reasons for the extension shall be provided to the employer prior to returning to work, if possible.

**ARTICLE 14 – WAGES AND PAYMENT OF WAGES**

14.1 Wages for permanent full time, permanent part time and temporary employees shall be paid on the basis of hours submitted on the timesheets and/or staff absence reports. Completed timesheets and/or staff absence reports shall be submitted on the fifteenth (15<sup>th</sup>) day of each month and wages shall be paid on or before the twenty-fifth (25<sup>th</sup>) day of each month.

14.1.1 Completed timesheets and/or staff absence reports for casual employees shall be submitted on or before the last business day of each month and wages shall be paid on or before the tenth (10<sup>th</sup>) day of the following month.

14.2 Wage Rates: Maintenance, Technology, and Accounting Groups

a. All positions outlined in the Article 14.2 shall have the same increase during the term of the agreement as applied to Article 14.3 and 14.7 (as below).

Effective September 1 of each of the following school years:

	0.00%		0.50%		1.00%	
	2018 - 2019		2019 - 2020		2020-2021	
	Start	End	Start	End	Start	End
<b>Maintenance Group</b>						
Maintenance Coordinator	38.56	42.42	38.75	42.63	39.14	43.06
Shop Foreman	38.56	42.42	38.75	42.63	39.14	43.06
Maintenance III (Trades Man)	35.06	38.57	35.24	38.76	35.59	39.15
Maintenance II	26.93	29.61	27.06	29.76	27.33	30.06
Maintenance I	19.56	21.50	19.66	21.61	19.86	21.83
<b>Technology Group</b>						
Technician Assistant	19.56	21.50	19.66	21.61	19.86	21.83
Support Analyst -Technology	23.41	25.77	23.53	25.90	23.77	26.16
Systems Administrator	29.24	32.17	29.39	32.33	29.68	32.65
Systems Analyst I	34.70	38.41	34.87	38.60	35.22	38.99
Systems Analyst II	37.09	40.80	37.28	41.00	37.65	41.41
Systems Analyst III	39.32	43.24	39.52	43.46	39.92	43.89
Systems Analyst IV	41.53	45.67	41.74	45.90	42.16	46.36
Systems Analyst V	43.18	47.32	43.40	47.56	43.83	48.04
Data Coordinator	26.32	28.97	26.45	29.11	26.71	29.40
<b>Accounting Group</b>						
Accountant (Financial)	26.95	29.64	27.08	29.79	27.35	30.09
Accountant (Payroll)	26.95	29.64	27.08	29.79	27.35	30.09
Payroll Officer	24.28	26.69	24.40	26.82	24.64	27.09
Payroll Officer II	25.71	28.30	25.84	28.44	26.10	28.72
Accounting Assistant	23.85	26.23	23.97	26.36	24.21	26.62
Accounts Payable Clerk	22.38	24.61	22.49	24.73	22.71	24.98
Senior Accounts Payable Officer	23.98	26.38	24.10	26.51	24.34	26.78
Senior Payroll Accountant	28.28	31.42	28.42	31.58	28.70	31.90
Senior Financial Accountant	28.28	31.42	28.42	31.58	28.70	31.90

- b. Subject to the approval of the Employer, Maintenance II (no Journeyman Certificate) may be paid an additional twenty-five (\$0.25) cents per hour.
- c. Subject to the approval of the Employer, tradespersons holding multiple journeyman certificates which are used in regular duties will be paid fifty-five cents (\$0.55) per hour premium rate for each additional certificate held.
- d. An employee enrolled in an Apprenticeship Program recognized by Alberta Labour will be paid sixty percent (60%) of Journeyman rates in the first year of the program; seventy percent (70%) of Journeyman rates in the second year; eighty percent (80%) of Journeyman rates in the third year and ninety percent (90%) of Journeyman rates in the fourth year of the program.
- e. Accounting Assistant and Accounting Clerk who have completed a recognized Accounting and/or Payroll Certification program, above the basic qualifications and approved by the Employer, shall be paid an additional fifty-five cents (\$0.55) per hour. The person must be working in the position to receive this additional compensation.
- f. The Start rate indicated for each position, within the Maintenance, Technology and Accounting groups will be for the probationary period. Upon the completion of the probationary period, the employee is to be increased to the End rate indicated for each position, within the Maintenance, Technology and Accounting Groups.

14.3 Wage Rates: Secretarial, Teacher Assistant, Library Assistant Staff:

a. Effective September 1, 2018:

	0.00%			
	2018 -2019			
	Years of Service			
	Start	2	5	10
T. Assistant II – School Bus Monitor	20.58	21.23	21.84	22.45
T. Assistant II – Special Education	20.58	21.23	21.84	22.45
T. Assistant III – Program Related	20.94	21.52	22.19	22.77
Library Assistant I	20.31	20.94	21.52	22.19
Library Assistant II	20.58	21.23	21.84	22.45
Receptionist - ESC	23.38	24.04	24.62	25.24
Secretary I	20.78	21.35	21.97	22.55
Secretary II Student Records	22.77	23.38	24.04	24.62
Secretary II School Based Accounting	22.77	23.38	24.04	24.62
Secretary III	23.38	24.04	24.62	25.24
Secretary IV	24.04	24.62	25.24	25.89
Executive Secretary – Human Resources	24.84	25.47	26.11	26.69
Executive Secretary – Learning Services	24.84	25.47	26.11	26.69
Executive Secretary – Facility Services	24.84	25.47	26.11	26.69
Executive Secretary – Business Services	24.84	25.47	26.11	26.69
Transportation Assistant	24.84	25.47	26.11	26.69

b. Effective September 1, 2019:

	0.50%			
	2019 -2020			
	Years of Service			
	Start	2	5	10
T. Assistant II – School Bus Monitor	20.68	21.34	21.95	22.56
T. Assistant II – Special Education	20.68	21.34	21.95	22.56
T. Assistant III – Program Related	21.04	21.63	22.30	22.88
Library Assistant I	20.41	21.04	21.63	22.30
Library Assistant II	20.68	21.34	21.95	22.56
Receptionist - ESC	23.50	24.16	24.74	25.37
Secretary I	20.88	21.46	22.08	22.66
Secretary II Student Records	22.88	23.50	24.16	24.74
Secretary II School Based Accounting	22.88	23.50	24.16	24.74
Secretary III	23.50	24.16	24.74	25.37
Secretary IV	24.16	24.74	25.37	26.02
Executive Secretary – Human Resources	24.96	25.60	26.24	26.82
Executive Secretary – Learning Services	24.96	25.60	26.24	26.82
Executive Secretary – Facility Services	24.96	25.60	26.24	26.82
Executive Secretary – Business Services	24.96	25.60	26.24	26.82
Transportation Assistant	24.96	25.60	26.24	26.82

c. Effective September 1, 2020

	1.00%			
	2020 -2021			
	Years of Service			
	Start	2	5	10
T. Assistant II – School Bus Monitor	20.89	21.55	22.17	22.79
T. Assistant II – Special Education	20.89	21.55	22.17	22.79
T. Assistant III – Program Related	21.25	21.85	22.52	23.11
Library Assistant I	20.61	21.25	21.85	22.52
Library Assistant II	20.89	21.55	22.17	22.79
Receptionist - ESC	23.74	24.40	24.99	25.62
Secretary I	21.09	21.67	22.30	22.89
Secretary II Student Records (SR)	23.11	23.74	24.40	24.99
Secretary II School Based Accounting (AC)	23.11	23.74	24.40	24.99
Secretary III	23.74	24.40	24.99	25.62
Secretary IV	24.40	24.99	25.62	26.28
Executive Secretary – Human Resources	25.21	25.86	26.50	27.09
Executive Secretary – Learning Services	25.21	25.86	26.50	27.09
Executive Secretary – Facility Services	25.21	25.86	26.50	27.09
Executive Secretary – Business Services	25.21	25.86	26.50	27.09
Transportation Assistant	25.21	25.86	26.50	27.09

- d. A casual employee shall be paid at ninety percent (90%) of the start rate.
- e. An employee working in the position of Teacher Assistant or Library Assistant who have completed a recognized Teacher Assistant or Library Assistant Certificate shall be paid an additional fifty-five cents (\$0.55) per hour. Employees can only receive one allowance.
- f. Secretary I, IISR, IIAC, III and IV who have completed a recognized Administrative Assistant Certificate, and approved by the Employer, shall be paid an additional fifty-five cents (\$0.55) per hour. The person must be working in the position to receive this additional compensation.

- 14.4 Movement from one pay scale to the next on the wage grid shall occur on the anniversary date of hire.
- 14.5 Employees covered by this Agreement who move from one classification to another will be given credit for their experience and/or years of service in the position they vacated.
- 14.6 Where an employee is temporarily assigned the principle duties of a higher paid position for a period of two (2) hours or more accumulated during one (1) working day, they shall be paid the rate established for the higher paid position for all hours worked in performing the higher paid duties. Employees within the facility should be given first opportunity to relieve according to seniority.
- 14.7 In the event that a secretary, library assistant or teacher assistant works in the capacity of an uncertified classroom supervisor for a period of two (2) hours or more accumulated during one (1) school day, they shall receive one and three tenths (1.3) times their regular rate of pay for the hours worked in that capacity at any grade level. Employees within the facility should be given first opportunity to relieve according to seniority.

An employee hired as an Uncertified Supervisor shall be paid as per the following rates:

Effective September 1, 2018	\$130.42 per day, minimum ½ day (0.0%)
Effective September 1, 2019	\$131.07 per day, minimum ½ day (0.5%)
Effective September 1, 2020	\$132.38 per day, minimum ½ day (1.0%)

## ARTICLE 15 – HOURS OF WORK

### 15.1 Regular Hours

15.1.1 The work week shall consist of Monday through Friday.

15.1.2 The regular hours of work for the Maintenance and Technology Employment Groups shall not exceed eight (8) hours a day exclusive of meal breaks, and forty (40) hours in a week of five (5) working days, Monday to Friday, exclusive of meal breaks.

The regular hours of work for accounting, secretarial, teacher assistant and library assistant staff shall not exceed seven and one-half (7 1/2) hours per day, exclusive of meal breaks or thirty-seven and one-half (37 1/2) hours per week in a week of five (5) consecutive days, Monday to Friday, exclusive of meal breaks.

Employees may, subject to the appropriate approvals as set out below, work hours in excess of the limits set out in this clause.

15.1.3 Employees, subject to the prior approval of the Employer, may rearrange their work week during the summer break to a four (4) day, ten (10) hour per day work week, to a maximum of forty (40) hours per week.

15.1.4 The supervisor shall schedule the daily hours for each employee. The hours and days of work of each employee shall be provided, in writing, to the individual at least two (2) weeks in advance of any change unless the change is due directly to funding, when at least one (1) week notice would be required.

15.1.5 Employees shall be permitted two (2) fifteen (15) minute rest periods (one in the a.m. and one in the p.m.) for each full day worked and one (1) fifteen (15) minute rest period for each half day worked, the time of which shall be scheduled by the employee's supervisor. The fifteen-minute (15) rest period shall commence when the employee leaves their place of work and the employee shall be back at their place of work when the fifteen minutes (15) expires.

15.1.6 Lunch breaks will be a minimum of thirty (30) minutes, unpaid.

### 15.2 Overtime

15.2.1 With the exception of the ten (10) hour days referred to in Clause 15.1.3 above, for all classifications, time worked in excess of the regular hours set out in clause 15.1.2 shall be considered as overtime (exclusive of meal times) and when authorized by the administrator of the facility to which the employee is assigned, shall be compensated as follows:

- a. the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay for each of the first three hours per day in fifteen (15) minute increments; and
- b. double the regular rate for each hour after 3 hours, in fifteen (15) minute increments.

#### 15.2.2 Meeting Attendance and Fieldtrips

If an employee is required by the employer to attend meetings or perform duties outside of their regular hours, such time shall be deemed to be hours worked and the employee shall be compensated accordingly.

#### 15.2.3 Banking of Overtime

- a. Pursuant to Section 23 of the Alberta Employment Standards Code, the Collective Agreement is the written agreement allowing for the Banking of Overtime.
- b. Employees shall not be required to take regular hours off to equalize any overtime worked.
- c. The Employer may allow an employee the option of taking time off in lieu of overtime pay at a time mutually acceptable and agreed to.
- d. Overtime is banked at the rate it was earned.
- e. Overtime accumulated and not taken prior to December 31st of each year, shall be paid out.

#### 15.3 Call-Back

15.3.1 An employee who is called in and required to work outside their regular hours shall be paid for a minimum of three (3) hours at overtime rates whenever there is a break between the employee's regular hours and the work the employee is called in to do, except in those cases where callout time overlaps the regular working day. In such cases, overtime rates shall be paid until the commencement of the employee's regular hours, or the work is completed. When the work called back for is completed, the employee shall be allowed to leave.

#### 15.4 Stand-by

- 15.4.1 An employee required by the Employer, to be the contact person to respond to emergency situations, shall be paid for stand-by assignments as follows:
- a. Overnight stand-by duty Monday to Friday: Two (2) hours at the employee's regular rate of pay.
  - b. Weekend stand-by duty: Four (4) hours at the employee's regular rate of pay.
  - c. Stand-by pay shall be in addition to wages claimed for call-outs pursuant to clause 15.3. Premiums shall not be pyramided.

#### 15.5 Cancellation of Shift

When a shift needs to be cancelled, an employee will be given a minimum of twelve (12) hours' notice of this cancellation. If an employee is not given the twelve (12) hours' notice and shows up for cancelled shift they shall be provided with work for the cancelled shift.

ARTICLE 16 – GENERAL HOLIDAYS AND VACATION

16.1 The following are considered paid General Holidays for all employees covered by this Agreement:

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

and any other public holiday proclaimed by the Employer, or the Provincial or Federal Government.

16.2 Employees working less than a five (5) day week shall receive paid hours for the General Holiday, based on the average of their standard weekly hours.

Example: An employee working three (3) days a week, at 6 hours per day, shall be paid for a General Holiday, based on the following formula:

$$6 \text{ hours} \times 3 \text{ days} / 5 \text{ days} = 3.6 \text{ hours}$$

16.3 In the event any employee is required to work on a holiday listed in Clause 16.1 above, they shall be paid at the rate of two and one-half (2 ½) times the employee's regular rate of pay according to classification.

16.4 If any of the above mentioned holidays falls on an employee's day off, the employee shall be entitled to a day off in lieu at regular pay either immediately preceding or immediately following their regular day off. The employee shall consult with their immediate supervisor regarding the timing of the day off and/or other form of compensation by mutual agreement. The agreed to resolution will not exceed the school year in which it occurred.

In the event that the day either immediately preceding or following the employee's regular day off cannot be agreed, the day off shall be taken within thirty (30) days of the earning of the entitlement as mutually agreed, and if mutual agreement cannot be achieved, the Employer shall assign such day off with pay.

16.5 To qualify for such payment as outlined in clause 16.1, employees must have worked their last scheduled work day before and their first scheduled work day after such holiday.

Employees laid-off for the summer months are not entitled to Holiday pay for Canada Day and the Civic Holiday.

16.6 Employees shall be entitled to a Float Holiday to be taken at a time mutually agreed upon within the same school year, on a regularly scheduled work day. The employee shall consult with their immediate supervisor regarding the timing of the Float Holiday, and such requests shall not be unreasonably denied. Float Holidays cannot be carried over from one school year to the next.

16.7 Employees, on their anniversary date of hire, shall earn vacation entitlement or vacation pay in lieu of vacation entitlement as follows:

- a. during the first to sixth (inclusive) vacation years of employment, 1.25 days per month to a maximum of fifteen (15) days per year for employees on a twelve (12) month employment year and six percent (6%) of regular earnings for other employees.
- b. during the seventh to eleventh (inclusive) vacation years of employment, 1.67 days per month to a maximum of twenty (20) days per year for employees on a twelve (12) month employment year and eight percent (8%) of regular earnings for other employees.
- c. during the twelfth and subsequent vacation years of employment, 2.08 days per month to a maximum of twenty-five (25) days per year for employees on a twelve (12) month employment year and ten percent (10%) of regular earnings for other employees.
- d. Accrued vacation as of August 31 may be carried forward to a maximum of five (5) days into the next school year. Any days in excess of the five (5) days will be paid out on August 31.
- e. Vacation may be taken as earned

16.8 Vacation pay in lieu of vacation entitlement earned shall be added to each monthly payment of wages.

16.9 The Employer shall pay annual vacation pay in advance when holidays are taken provided the employee has requested such an advance in writing. The request must be submitted to the Secretary Treasurer not less than thirty (30) days prior to the start of the employee's vacation period.

16.10 Time of Vacation

An employee shall submit to their supervisor in writing their preferred dates for vacation leave. The Employer shall, in consultation with the employee, assign vacation leave.

16.11 If an employee qualifies for sick leave during their vacation period, they may apply to have such leave added to their vacation period. Any such application must be supported by a medical certificate.

## ARTICLE 17 – SICK LEAVE

- 17.1 Sick leave is defined as a period of time when an employee is absent from work due to a disability or illness for which the employee is not compensated under the Worker's Compensation Act. The WCB top-up will be considered sick leave and employee accumulated sick time will be adjusted accordingly.
- 17.2 Permanent full-time and permanent part-time employees shall be granted sick leave on the basis of two (2) working days per month. The unused portion of sick leave in any year shall be accumulated from year to year to a maximum of ninety (90) working days. The rate of pay for sick leave shall be equal to the employee's regular rate.
- 17.3 An employee who is eligible for benefits under Long Term Disability shall apply for same and shall not be eligible to receive sick leave benefits.
- 17.4 After the third day of illness in a year, the Employer reserves the right to require medical documentation satisfactory to the Employer before paying sick leave benefits. Employees will be reimbursed for the cost of any such required documentation to a maximum of fifty dollars (\$50.00).
- 17.5 The Employee must keep their supervisor informed of their progress and estimated time of return.

## ARTICLE 18 – LEAVES OF ABSENCE

For the purposes of this article:

- a. Partial Loss of Pay shall be defined as a reduction of forty percent (40%) of the applicable rate.

### 18.1 Compassionate Leave

For the purposes of this clause, critical illness shall be defined as a life threatening condition.

In the event of a critical illness or death of an employee's:

- parent,
- spouse,
- common-law spouse,
- sibling,
- child,
- mother-in-law
- father-in-law,
- grandchild,
- former guardian,
- fiancé(e),
- son-in-law
- daughter-in-law,
- grandparent
- step relations
- any relative who has been residing in the same household,

- or any other individual for whom the employee is required to administer bereavement responsibilities.

an employee shall be granted up to four (4) consecutive working days with full pay.

In the event of a critical illness or death of an employee's:

- sister-in law
- brother-in-law,
- aunt
- uncle,
- niece or
- nephew

an employee shall be granted up to three (3) consecutive working days with full pay.

Upon the recommendation of the employee's supervisor an additional two (2) consecutive working days will be granted for the purpose of travel. At the discretion of the Superintendent an additional leave of up to five (5) consecutive working days may be granted with partial loss of pay.

## 18.2 Union Affairs Leave

Provided that the efficiency of the facility will not in any case be disrupted, upon request to the employer, leave of absence without pay but without loss of benefits shall be allowed employees to attend meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies, and any Labour organization with which the Union is affiliated.

Leave under this clause is limited to no more than five (5) employees being on leave at any one time.

During a leave of absence granted pursuant to this clause, the employee shall claim wages applicable to the period of leave and the Union shall reimburse the Employer for cost of wages and benefits.

## 18.3 Maternity, Parental and Adoption Leave

18.3.1 Employees shall be granted Maternity and Parental Leave in accordance with the Employment Standards Code, excepting that during the currency of the statutory Maternity Leave the Employer will maintain the employee's participation in the various fringe benefit and insurance plans in accordance with the provisions of the plan. During Parental Leave the employee shall have the option of maintaining, at their own expense (no premiums to be paid by the Employer), participation in the various fringe benefits and insurance plans in accordance with the provisions of the plan.

18.3.2 An employee with one year or more of service may access the Supplementary Unemployment Benefits Plan which shall supplement Employment Insurance benefit payments to a total of ninety-five percent (95%) of regular earnings during fifteen (15) weeks of Maternity Leave.

- 18.3.3 Clause 18.3.2 above does not prohibit an employee from declining Employment Insurance and the Supplementary Unemployment Benefits Plan and accessing any sick leave the employee may be entitled to pursuant to Article 17 – Sick Leave during a period of sickness or disability arising from the pregnancy. The period of sickness or disability must be supported by a written note from the employee's physician confirming the employee is medically incapable of working during the period of sickness or disability.
- 18.3.4 An eligible employee accessing the provisions of Maternity Leave and required to serve a two (2) week waiting period imposed by Employment Insurance, shall receive the Supplementary Unemployment Benefit (SUB) Plan supplementing Employment Insurance benefits to a total of ninety- five percent (95%) of regular earnings during the two (2) week waiting period.
- 18.3.5 An Employee shall be entitled to one (1) day with pay and benefits to attend to the birth or adoption of their child, and one (1) day with pay and benefits for taking the child home.

#### 18.4 General Leaves of Absence

Leaves of Absence may be granted to employees upon application to the Employer.

If the Leave of Absence is for employment other than to the school division, a Leave of Absence Agreement Form must be completed by the employee and approved by the Superintendent of Schools prior to the leave commencing.

Permission for all other Leaves of Absence shall be based on operational requirements. Where permission is denied, reasons shall be given in writing.

General Leaves of Absence may be granted with benefits, subject to approval of the plan provider.

#### 18.5 Personal Leave

Subject to the supervisor being able to arrange for coverage of an employee's assignment, each employee is eligible for one (1) day full pay and one (1) day partial pay leave of absence during each school year- Personal leave days not used in a year may be carried forward to the next year. Unused personal days may accumulate to a maximum of five (5) days with full pay, and five (5) days with partial pay.

#### 18.6 Family Medical Leave

- a. An Employee shall be entitled up to three (3) days without pay to attend to medical appointments and needs of immediate family members: spouse and children;
- b. An employee shall be entitled up to two (2) days without pay to attend to medical appointments and needs of parents.
- c. An employee shall be entitled to two (2) days per year with partial loss of pay. For the purpose of this article, a staff member's family is limited to parents, spouse and children. These can be taken in increments of one (1) day to transport a family member for medical treatment or to complement 18.6 (a) and (b).

- 18.7 A permanent employee shall have the right
- a. To return to their former position after
    - i. The completion of vacation, sick leave including long term disability not exceeding two (2) years and Worker's Compensation Board approved claims if the employee can perform the duties of their former position; or
    - ii. the completion of a temporary placement.
  - b. Any employee granted any other leaves of absence for a term exceeding two (2) months shall not be guaranteed a return to the position from which the leave was taken, but shall be guaranteed a placement of equal pay and classification as to their former position.
  - c. In the event that no position exists in the classification, the employee would be subject to lay off.

#### ARTICLE 19 – EMPLOYEE BENEFITS

- 19.1 As a condition of employment employees shall be enrolled in a group life and accidental death and dismemberment insurance program. The Employer agrees to pay one hundred percent (100%) of the premiums for this program.
- 19.2 As a condition of employment employees shall be enrolled in a long term disability insurance program. The Employer agrees to pay one hundred percent (100%) of the premiums for this program.
- 19.3 The Employer shall make available an extended health care insurance program. The Employer agrees to pay one hundred percent (100%) of the premiums for this program.
- 19.4 The Employer shall make available a program of dental insurance to employees. The Employer agrees to pay one hundred percent (100%) of the premiums for this program.
- 19.5 The Employer shall enroll all eligible employees in the group Alberta Health Care Insurance program. The Employer agrees to pay one hundred percent (100%) of the premiums for this program.
- 19.6 The Employer will make available a vision and hearing aid care insurance program. The program will be, or equivalent to, Plan 3 – Vision 350/Hearing 500 (Alberta School Employee Benefit Plan). The Employer agrees to pay one hundred percent (100%) of the premiums for this program.
- 19.7 The Employer shall make an Employee Assistance Plan available to employees and their dependents who may be suffering from problems such as stress, psychological or physical illness, marital/family difficulties, drug/alcohol abuse, bereavement, etc., which may affect the performance of the employee. Leave from duties to access Employee Assistance Plan services shall be defined as sick leave. The first six (6) sessions are at no cost to the employee or dependents within the school year (September 1 to August 31). A fee of twenty (\$20.00) dollars per session will be assessed to the employee or dependent for any further sessions required.

19.8 The Employer will make available the Local Authorities Pension Plan to all eligible employees covered by this agreement. For purposes of this clause, an eligible employee is defined as an employee appointed to a regular position and working a minimum of twenty (20) hours per week.

19.9 Health Benefit Spending Account

Permanent Full-time and Part-time Employees shall be eligible for a Health Benefit Spending Account as per the conditions below. This Health Benefit Spending Account shall be provided to Part-time Employees on a pro-rata basis, based on their regularly scheduled hours when recalled.

For the purpose of Article 19.9, library assistants, teaching assistant and 10 month secretaries who work 6 hours per day, shall be considered as full-time employees.

- a. If a full time employee is recalled on or before September 1, a three hundred dollar (\$300) amount shall be deposited in the eligible Employee's account. A part time employee recalled on or before September 1 shall receive a prorated amount based on their regularly scheduled hours.
- b. If a full time employee is recalled after September 1, the health spending account shall be prorated from the date they are recalled. If the employee is recalled from the first to the fifteenth of the month, the health spending account shall be effective the beginning of the month. If the employee is recalled from the sixteenth to the end of the month, the health spending account shall be effective the beginning of the next month. A part time employee recalled after September 1 will receive the Health Spending Account prorated from the date they are recalled and in accordance with their regularly scheduled hours.

The Health Benefit Spending Account shall be implemented and administered in accordance with the Income Tax Act and applicable regulations in effect at the time of implementation and during the course of operation of the Health Benefit Spending Account.

19.10 It is understood that payments made toward the aforementioned benefit plans shall permit the Employer to retain and not pass on to the employees any rebates of premiums otherwise required under Human Resources Development Canada (previously Unemployment Insurance Commission) regulations.

19.11 Upon completion of their probationary period, the employee's benefit premiums for July and August of the same school year shall be pro-rated over the preceding ten (10) month period of September to June. The employee recalled later than September 1 shall have their benefit premiums for July and August of the same school year prorated over the number of months employed between September and June. The employee's selection of benefits related to the pro-ration period will be communicated with the recall notification and by email sent out to the employee.

19.12 Early Retirement Benefits

When an employee is wanting to retire and wishes to apply for early retirement benefits, notification and application must take place thirty (30) calendar days prior to the last working day.

### 19.13 Workers Compensation

Worker's Compensation Board coverage will be provided by the Employer for Employees. Employees shall receive benefits directly from WCB. In accordance with the Income Tax Act, Worker's Compensation benefits are not taxable.

## ARTICLE 20 – LABOUR MANAGEMENT ADVISORY COMMITTEE

- 20.1 The parties agree that the Labour Management Advisory Committee should consist of two (2) representatives of Administration and two (2) representatives of the Union.
- 20.2 The purpose of the Committee is to:
- a. Be proactive in addressing joint Labour management problems and workplace issues;
  - b. Promote effective and timely Union/Employer communications;
  - c. Demonstrate respect for the legitimate roles and responsibilities of Union and Employer; and
  - d. Specifically:
    - i. Address and make determinations regarding benefit plans and carriers, including the employee assistance program;
    - ii. Address and make determinations regarding contracting out initiatives; and
    - iii. Address all other matters that may arise.
- 20.3 The Committee shall meet a minimum of twice per year, and as required at a mutually agreed time and place. Its members shall receive a notice and agenda of the meeting at least forty eight (48) hours in advance of the meeting.
- 20.4 An employee shall not suffer any loss of regular earnings for Joint Committee meetings held during the employee's normal hours of work; nor shall an employee be paid for time spent in meetings held outside their regular hours of work.
- 20.5 An Employer and a Union representative shall be designated as Joint Chairs and shall preside over alternate meetings.
- 20.6 Minutes of each meeting of the Committee shall be prepared and signed by the Joint Chairs as promptly as possible after the close of the meeting.
- 20.7 The Labour Management Advisory Committee shall not have jurisdiction over wages, grievances or any matter of collective bargaining, including the administration of this Collective Agreement.
- 20.7.1 The Labour Management Advisory Committee shall not supersede the activities of any other committee of the Union or of the Employer, and does not have the power to bind either the Union or the Employer.
- 20.7.2 The Labour Management Advisory Committee shall have the power to make recommendations to the Union and to the Board of Trustees with respect to its discussions and conclusions.

## ARTICLE 21 – KILOMETRAGE

- 21.1 Employees are required to use Division transportation or other authorized transportation when conducting Division business.
- 21.2 If employees are required to use their own vehicles for Divisional business, they shall be paid kilometrage at the current Divisional rate.

## ARTICLE 22 – SENIORITY

- 22.1 The Employer shall maintain a current seniority list showing the dates on which each employee's service commenced and such an up-to-date list shall be sent to the Union upon the request of the Executive of CUPE Local #1357.

Until the employee has served their probationary period they shall have no seniority rights and their discharge, lay-off, or transfer shall not be subject to grievance.

- 22.2 Seniority will be administered on a Zone basis for layoffs, recalls, and transfers and on a Divisional basis for responses to postings. For purposes of this clause;
- a. The schools in Niton Junction, Wildwood, and Evansburg constitute the Lobstick Zone, and
  - b. The schools in Edson and Fulham constitute the Edson Zone, and
  - c. The schools in Jasper, Hinton and Grande Cache constitute the Jasper, Hinton and Grande Cache Zones respectively.
- 22.3 Seniority shall be considered in determining:
- a. preference of choosing vacation time in Article 16 – General Holidays and Vacation
  - b. Lay-offs and recalls, subject to the provisions specified in Article 23: Layoff and Recall;
- 22.3.1 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire upon termination as per Article 13: Employment Termination.

## ARTICLE 23 – LAYOFF AND RECALL

- 23.1 Layoff
- 23.1.1 In the event that the hours assigned to a position are reduced, given qualifications and abilities, the reduction will be absorbed by the least senior employee in the facility and then the zone.
  - 23.1.2 In the event that a position is eliminated, the incumbent will be reassigned to a position held by a less senior employee in the facility, then the zone, with due regard to seniority, qualifications, and ability. The Parties recognize that it may be necessary to involve multiple positions held by less senior employees to accommodate current assigned hours and programs.

- 23.1.2 In the event of a lay-off, employees shall be laid off in reverse order of seniority.
- 23.2 Recall
- 23.2.1 Employees shall be recalled in the order of their seniority.
- 23.2.2 Employees recalled to do work at a lower rated job than the job previously held prior to the lay-off shall receive the rate of pay for such lower rated job until an opening is available in their previous classification.
- 23.2.3 No new employees shall be hired until those laid-off who are qualified, available, and prepared to do the work, have been given the opportunity of recall. Employees on layoff shall be given first opportunity for any temporary hours of work.
- 23.2.4 An employee, who is unable to return to work through recall as a result of illness, will have their position held and must:
- a. notify the employer immediately upon diagnosis; and
  - b. provide medical certification of their inability to work; and
  - c. will be ineligible for recall until they are fit to work as recommended by medical certification satisfactory to the employer, eligible for reimbursement up to a maximum of fifty dollars (\$50.00).
- 23.3 The Union shall be notified of all appointments, hiring's, lay-offs, transfers, recalls, and terminations of employment and leaves of absence within the bargaining unit within a twenty (20) consecutive working day period.
- 23.4 It shall be the responsibility of the employee to keep the employer informed of their current address and contact information while laid-off.

## ARTICLE 24 – PROFESSIONAL GROWTH

### 24.1 Professional Growth Fund

- 24.1.1 The Employer will administer the funds for a Professional Growth Fund for Employees covered under this Collective Agreement. The Employer shall contribute Ten Thousand Dollars (\$10,000.00) annually to the Fund. The Employer shall contribute an additional matching amount of up to Two Thousand (\$2,000.00) upon receipt of monies contributed from the Union. The residual of the fund shall be carried forward from year to year.
- 24.1.2 The Professional Growth Fund shall be used to provide employees with professional development activities in accordance with guidelines developed by a Joint Committee consisting of four (4) representatives of the Union with a single vote each, two (2) representatives GYPSD Administration with two (2) votes each.
- 24.1.3 The Employer shall provide leave with pay for employees participating in activities supported by the Professional Growth Fund.

## 24.2 Tuition Support

24.2.1 The Employer shall reimburse an employee for tuition costs relative to a course taken to upgrade their skills, subject to the following conditions

- a. the course of study is deemed by the Employer to be relevant to the employee's work, and
- b. the employee submits receipts for tuition costs incurred, and
- c. the employee submits evidence of successful completion of the course.

24.3 Employees who are absent due to sick leave, leaves of absence, or Extended Disability are not eligible for benefits under Article 24 (Professional Growth).

## ARTICLE 25 – SUBROGATION

25.1 Definitions (for the purposes of this article only):

25.1.1 Cost of Absence means the total remuneration paid by the Employer during a period when the Employee was absent from work.

25.1.2 Interest means interest calculated in accordance with the provisions of the Alberta Judgement Interest Act, SA 1984, c.J-0.5, and amendments and regulations thereto.

25.1.3 Judgment or Settlement means an order of a court of competent jurisdiction or an agreement whereby the Employee agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payments (s), or through the purchase of an annuity, or any of them.

25.1.4 Remuneration means the salary, allowances, benefit premiums, and other monies paid to or in respect of the employee by the Employer.

25.1.5 Employee means an Employee in respect of whom the Employer has incurred a Cost of Absence, and includes the Employee's Personal Representative, Trustee, Guardian or the Estate of the deceased Employee.

25.2 In the event that the Employer incurs a Cost of Absence as a result of an act or omission of a third party, the Employer is subrogated to any right or recovery of the Employee from the third party in the amount of the Cost of Absence and without restricting the generality of the foregoing, the following provisions apply:

25.2.1 The Employee shall advise the Employer in advance of the Employee's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a Cost of Absence;

25.2.2 The Employee shall upon request by the Employer include the Cost of Absence, as calculated by the Employer, in the Employee's claim;

- 25.2.3 The Employer shall have the right (but not the obligation) to maintain an action in the name of the Employee and engage a solicitor (including the Employee's solicitor) to recover the Cost of Absence;
  - 25.2.4 The Employee agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages, and attend examinations for discovery or assist as a witness where required;
  - 25.2.5 The Employee will not settle their claim without the prior written consent of the Employer as to the amount of the Cost of Absence to be recovered by the Employer;
  - 25.2.6 Upon resolution of the amount of the Cost of Absence payable to the Employer, the Employer may, upon default of payment by the Employee following demand by the Employer offset the agreed upon amount of the Cost of Absence payable to the Employee by the Employer;
  - 25.2.7 The Employee shall not release any third party from the Cost of Absence without the consent of the Employer; and
  - 25.2.8 The Employer's consent to settlement shall not be unreasonably withheld.
- 25.3 When as a result of Judgement or Settlement with the consent of the Employer, the Employee recovers a sum equal to all of the Cost of Absence, the Employee shall, as of the date of Settlement or Judgement, pay the full Cost of Absence recovered to the Employer plus interest, less a proportionate share of legal fees payable thereon by the Employee to their solicitor with respect to such recovery.
  - 25.4 When as a result of Judgement or Settlement with the consent of the Employer, the Employee recovers a sum equal to a portion of the Cost of Absence, the Employee shall as of the date of Settlement or Judgment, pay to the Employer, the amount of the Cost of Absence recovered plus interest, less a proportionate share of legal fees payable thereon by the Employee to their solicitor with respect to such recovery.
  - 25.5 The Employee will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provision of this article.
  - 25.6 In exercising any of its rights under this clause, the Employer shall have due regard for the interests of the employee.
  - 25.7 When as a result of Judgment or Settlement with the consent of the Employer, the Employee recovers a sum equal to all of, or a portion of the Cost of Absence, and where the Employee has paid to the Employer the Cost of Absence (whether all or a portion), the Employer shall reinstate to the Employee the number of sick days used during the absence in an amount equivalent to the proportion of the Cost of Absence recovered (whether all or a portion).

ARTICLE 26 - TERM OF AGREEMENT

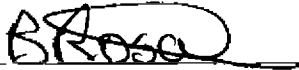
- 26.1 This Agreement shall be binding and remain in effect from the date of ratification to August 31, 2021 and shall continue from year to year thereafter, unless either party gives notice to the other party in writing, not more than one hundred and fifty (150) days or less than ninety (90) days prior to the termination date that change or amendments are desired.
- 26.2 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 26.3 Notwithstanding the termination of this Agreement, if notice has been served pursuant to clause 26.1 above, the terms and conditions contained herein shall remain in full force and effect until otherwise altered through collective bargaining or until a strike or lockout commences, whichever comes first.

Signed this 38 day of November, 2018 in Edson, Alberta Canada.

SIGNED ON BEHALF OF THE BOARD  
OF TRUSTEES OF THE GRANDE  
YELLOWHEAD PUBLIC SCHOOL  
DIVISION NO. 77

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 1357

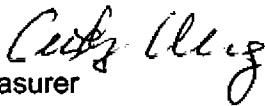
Chairman



President



Secretary Treasurer



Secretary



LETTER OF UNDERSTANDING

BETWEEN

THE GRANDE YELLOWHEAD PUBLIC SCHOOL DIVISION NO. 77  
(Hereinafter referred to as the "Employer")

AND

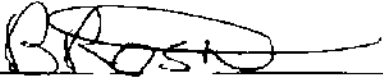
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1357  
(Hereinafter referred to as the "Union")

**RE: Contracting Out**

For the period from the Date of Ratification by the Board of Trustees, to August 31, 2021, no employees shall lose their employment or suffer a reduction in regular wages or hours of work as a direct result of contracting out.

Signed this 28 day of November, 20 18 in Edson, Alberta Canada.

SIGNED ON BEHALF OF THE BOARD  
OF TRUSTEES OF THE GRANDE  
YELLOWHEAD PUBLIC SCHOOL  
DIVISION NO. 77

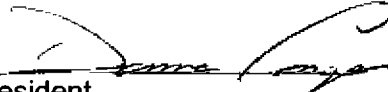


Chairman

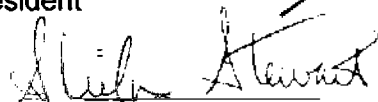


Secretary Treasurer

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 1357



President



Secretary