

COLLECTIVE AGREEMENT

Between

NORTHERN GATEWAY REGIONAL DIVISION NO. 10

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 3705 (Support Staff)**

September 1, 2009 - August 31, 2010

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COLLECTIVE AGREEMENT

BETWEEN:

NORTHERN GATEWAY REGIONAL DIVISION NO. 10
(hereinafter referred to as the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3705
(School Based Support Staff hereinafter referred to as the "Union")

PURPOSE OF AGREEMENT

A collective agreement is intended to set certain terms and conditions of employment and to maintain a harmonious relationship between the Employer and the Union.

ARTICLE 1 - MANAGEMENT RIGHTS

- 1.01 The Employer retains the exclusive right to manage and control its operations subject only to the express terms of this Agreement. All management functions, rights, powers and responsibilities which the parties have not modified by this agreement are retained and vested exclusively in the employer.
- 1.02 The Board recognizes the employee's right to be protected from harassment and discrimination based on Board Policy/Procedures, Human Rights legislation and *the Alberta Labour Relations Code*.

ARTICLE 2 - RECOGNITION AND UNION/MANAGEMENT RELATIONS

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees described in the most recent certificate issued by the Alberta Labour Relations Board. The Union shall supply the Employer with a list of its officers and/or representatives.
- 2.02 No employee shall make written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Collective Agreement.

- 2.03 The Union or any of its members shall have the right to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.
- 2.04 All correspondence between the parties required under this Collective Agreement shall pass to and from the Superintendent/designate of the Employer and the President of the Union at Box 294, Valleyview, AB T0H 3N0 and where applicable, be copied to the principal of a staff member and the local national representative.
- 2.05 Copies of all policies adopted by the Employer which affect the employees covered by this Agreement shall be forwarded to the President of the Union at Box 294, Valleyview, AB T0H 3N0.
- 2.06 An employee who files a grievance under the grievance procedure shall be allowed time off with pay to attend meetings held during working hours at the Employer's request.
- 2.07 Any representative of the Union or the Bargaining Committee who is required by the Employer to attend mutually agreed to meetings during working hours shall not suffer loss of pay or benefits for time away from work for such meeting. The number of employees on the union bargaining committee shall not exceed the number of Trustees on the employer bargaining committee, or five (5), whichever is greater.

ARTICLE 3 - UNION MEMBERSHIP/DUES

- 3.01 The Employer agrees to deduct each month an amount equal to monthly union dues as established under the Constitution and By-laws of the Union from the salary of all employees.
- 3.02 The Employer will note the individual Union dues deducted and enter the amount on T-4 slips issued for income tax purposes.
- 3.03 Deductions shall be made from the payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of names of the employees from whose wages the deductions have been made specifying which employees are part-time or full-time. In January of every year the Employer will provide the Secretary-Treasurer of the Union with an updated list of names, addresses and phone numbers of all members of the bargaining unit.
- 3.04 The Employer agrees to provide new employees with a copy of the Collective Agreement.

ARTICLE 4 - LABOUR / MANAGEMENT COMMITTEE

4.01 A labour/management committee shall be established consisting of an equal number of employees representing the Union and representatives of the Employer to a maximum of four from each party. The committee shall normally meet outside regular working hours at mutually agreed to times and dates. Should the Employer call a meeting of the committee during working hours, the Union representatives shall be entitled to leave with pay for the meeting. The parties shall be responsible for any expenses incurred by their representatives.

4.02 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The 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 its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 5 - EMPLOYEE DEFINITIONS

5.01 An "Employee" shall mean any employee of the employer for whom the Union has been certified as a bargaining agent:

(a) "Regular Employee" is one who works on a full or part-time basis:

(i) "Full-time Employee" shall mean an employee who regularly works the full-time hours established in 9.01.

(ii) "Part-time Employee" shall mean an employee who regularly works less than the full-time hours established in 9.01. The provisions of this agreement shall apply to part-time employees on a pro-rata basis.

(b) A "Casual Employee" is an employee hired to replace a Regular Employee absent from work on sick leave, holiday, vacation or other approved leave of absence. Such an employee shall receive pay at 0 years of experience on the appropriate grid. A casual employee who serves the three (3) month probation period in one (1) position shall have their qualifications and experience recognized as per the appropriate pay grid commencing upon successful completion of the probation period.

- (c) (i) A "Temporary Employee" is an employee hired for a specific job not to exceed six (6) months.
- (ii) Where a Temporary Employee's employment continues beyond six (6) months, the Employee shall become a regular Employee.
- (d) Probationary employees are all persons initially hired on trial to determine their suitability and compatibility for continued employment. All employees shall be considered probationary for the first three (3) consecutive months worked. All probationary period employees shall be provided feedback and the opportunity to incorporate that feedback in attempt to meet expectations. Should it not be practical to establish the employee's suitability for permanent employment, the employee and supervisor may submit a mutual request to the Superintendent/designate to extend the probation period for up to an additional three (3) calendar months. If the Superintendent/designate approves the request for an extension, the Union shall be notified in writing of the extension and to whom it pertains and the reason for the probationary extension. Probationary employees shall not be considered as having regular status and may be discharged at the sole discretion of the Employer without access to the grievance procedure. Probationary employees shall have access to the grievance procedure for all purposes of the agreement except discharge.

5.02 The provisions of Articles 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 17, 18, 19, 20, and 21 shall apply to Temporary and Casual Employees. Articles 6, 7, 8, 14, 15, and 16 shall not apply to Temporary and Casual Employees. However, should a Casual position exceed ten (10) consecutive working months all provisions of this Collective Agreement shall apply.

ARTICLE 6 - SENIORITY

- 6.01 Seniority is defined as the length of service in the employ of the Employer from the last date of hire and shall be used as a factor in determining promotions, transfers, demotions, lay-offs and recall. Seniority for all employees shall be based on hours worked.
- 6.02 The Employer shall maintain a seniority list showing the date upon which an employee's service commenced. If requested, an up-to-date seniority list shall be sent to the Union in September of each year.
- 6.03 After the completion of the probationary period, seniority shall be effective from the original date of employment.

- 6.04 An employee shall only lose his/her seniority in the event:
- (a) He/she is discharged for just cause and is not reinstated.
 - (b) He/she resigns in writing.
 - (c) He/she is laid off for a period longer than one (1) year.
- 6.05 Part-time employees shall accumulate seniority from last date of hire on a pro-rated basis.
- 6.06 When a person is hired for a continuous casual or temporary assignment of three (3) months or longer a record will be kept of the hours worked in this assignment. In the event that such person is hired for full-time or part-time employment, he/she shall thereafter be credited with seniority for such time worked.

ARTICLE 7 - STAFF CHANGES

- 7.01 When a permanent vacancy occurs, or when a new regular position is established by the Employer, the Employer shall post notice of the position for a minimum of two (2) weeks prior to the closing date of the position posting.
- When a vacancy or new position is posted and circumstances require the employer to fill the vacancy or new position before the expiration of the two (2) week posting period, the appointment shall be made on a temporary basis only. The employer shall fill such vacant position on a permanent basis as soon as a qualified applicant becomes available.
- 7.02 The notice referred to in clause 7.01 shall specify the nature of the position, qualifications, required knowledge and education, skills, hours of work and wage rate.
- 7.03 Where qualifications and experience appropriate to the vacant regular position are deemed equal by the Superintendent/designate, then seniority shall be the determining criterion.
- 7.04 The Union shall be notified in writing of all staff changes within seven (7) days of their occurrence.
- 7.05 When the Employer temporarily assigns a regular employee to a position with a lesser rate of pay than his/her rate of pay, he/she shall not have his/her rate of pay reduced.
- 7.06 (a) When an Employee agrees to substitute for a teacher, on a day not regularly scheduled to work, they shall be paid the non-certified substitute rate of pay.

- (b) When an Employee is required to substitute for a teacher, on a day regularly scheduled to work, they shall be paid their regular rate of pay.

ARTICLE 8 - LAY-OFFS AND RECALLS

8.01 Where a lay-off occurs, if the qualifications and experience appropriate to the classification (School Secretary, Library Clerk, Teacher Assistant, Home Liaison Worker/Native Counsellor) in which the lay-off occurs are equal among the employees in the same classification and school, then the most junior employee in the classification/school in which the lay-off occurs shall be laid off.

- (a) A transfer from one position to another (same F.T.E.) within a school shall not constitute a lay off. Transfer means a move from one position to another within the same pay grid classification.
- (b) An employee whose hours of work are reduced shall, subject to 8.02(d), have first opportunity for casual hours of work in the school if the Principal deems that their skills are appropriate.

8.02 (a) Notwithstanding Article 7.03, an employee on lay-off will be given first opportunity on the basis of seniority to a vacant regular position in the classification and at the school from which he/she was laid off, provided that the employee is qualified, able and willing to perform the duties of the vacant regular position.

If recall cannot be affected to the school and classification from which the lay-off occurred, the employee shall have the opportunity to be recalled under the foregoing conditions to another school provided there are no employees on lay-off from that school.

- (b) In the event the Employer is unable to contact the employee personally, or by telephone, recall shall be deemed to have been carried out seven (7) calendar days after sending a registered letter to the last known address of the employee as shown on the Employer's records.
- (c) Notice of return to work in September shall be issued by the Principal by the 15th of June.
- (d) Where practicable, employees on lay-off shall be given first opportunity for casual hours of work. This opportunity for hours of work shall not be deemed as a recall.
- (e) When an employee is recalled to a location more than 50 kilometres from the location from which he/she is laid off, the employee shall have the option to

accept or reject recall opportunity without jeopardizing his/her future right of recall or recall opportunity.

An employee shall respond to a recall notice within five (5) days of having received said notice.

If an employee is unable to accept a recall opportunity within seven (7) calendar days for reasons of illness or injury, not to exceed four (4) weeks, supported by a medical certificate the position shall be filled temporarily until such time the employee is able to resume employment.

- 8.03 Employees with more than three months continuous service who are laid off shall be given at least fourteen (14) calendar days notice in writing or five (5) working days wages in lieu of notice at the option of the Employer. This article does not apply to July/August layoff when the employee is scheduled to return in the fall.
- 8.04 For purposes of Article 7 and 8, qualifications include academic qualifications, skills and abilities.
- 8.05 Employee requests for reassignments within each school and classification shall be made in writing. Such requests shall be submitted to the school principal.

ARTICLE 9 - HOURS OF WORK

- 9.01 The regular full-time hours of work for positions under this Agreement are seven (7) hours per day, five (5) days per week.
- 9.02 Article 9.01 is not a guarantee of hours of work for an employee and is not intended to limit the right of the Employer to determine the hours of work and work schedule for each employee.
- 9.03 Each employee shall be permitted a rest period of fifteen (15) consecutive minutes during the first half of the working day and fifteen (15) consecutive minutes during the second half of the working day, provided the employee works a minimum of three (3) hours in the morning and/or three (3) hours in the afternoon.
- 9.04 Each employee shall be permitted a minimum of one-half (1/2) hour without pay for a meal break once per shift in excess of five (5) hours unless an emergency occurs.

ARTICLE 10 - OVERTIME

- 10.01 Overtime hours shall be defined as hours worked by an employee in excess of eight (8) hours per day or forty (40) hours per week.

- 10.02 No overtime hours shall be worked without specific pre-authorization by the Principal.
- 10.03 Overtime shall be paid for at the rate of one and one-half (1 1/2) times the employee's regular wage rate. If an employee wishes to bank overtime hours, as referenced in clause 10.01, for future time off, it shall be banked at the rate of one and one half (1 ½) times.
- (i) When banked time is accessed, it shall be paid at straight time.
 - (ii) Banked time not accessed shall be paid out at the end of the school year at straight time.
- 10.04 An employee who is called back to work outside of his/her regular working hours shall be paid for a minimum of three (3) hours at regular straight time rates or overtime rates for the hours actually worked, whichever is the greater.

ARTICLE 11 – WORKING TIME BEYOND REGULAR SCHEDULED HOURS

- 11.01 Any time worked which would normally qualify for Overtime payment in accordance with Article 10 will not be affected by this article.
- 11.02 No time beyond regularly scheduled hours shall be worked without specific preauthorization by the Principal and requiring mutual agreement.
- 11.03 The first ten (10) hours of work beyond regular scheduled hours will be banked for future time off.
- 11.04 Such banked time will be accessed through agreement of the Principal of the school at a mutually agreed upon time.
- 11.05 Any time accumulated beyond ten (10) hours, the Employee will have the choice of banking for future time off on an hour worked for an hour time off basis or the Employee may request to be paid out at the straight time rate, on the next pay period.
- 11.06 Any time accumulated under the operation of this article, which has not been accessed, shall be paid out at the end of the school year at the straight time rate.

ARTICLE 12 - GENERAL HOLIDAYS

- 12.01 The Employer recognizes the following as general holidays:

New Years Day

Labour Day

| | |
|---------------|------------------|
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | |

Employees on lay-off for the Christmas break and the Easter (Spring) break shall be paid for Christmas, Boxing Day, New Years Day, Good Friday and Easter Monday provided they meet the requirements of Article 12.02. Employees on lay-off during July/August shall not be paid for Canada Day unless it falls on a working day and they work on the day following Canada Day.

- 12.02 An employee who would normally work on a day on which a general holiday falls and who is at work or on an approved leave of absence on his/her last working day preceding or first working day following the holiday and who does not work on the holiday shall be paid his/her normal days wages for the holiday.
- 12.03 An employee who works on a general holiday which falls on a day which is not normally a working day for the employee shall be paid at the rate of one and one half (1 1/2) times his/her hourly rate for each hour worked.
- 12.04 An employee who works on a general holiday other than one provided for in 12.03 shall be paid his/her regular hourly rate for each hour worked and in addition shall be provided with one (1) days leave without loss of pay or benefits, scheduled prior to or in conjunction with his/her next vacation period.
- 12.05 When New Years Day, Remembrance Day, Christmas Day or Boxing Day fall on a Saturday or Sunday, the holiday shall be moved to the closest Friday or Monday.
- 12.06 Part time employees shall be paid 4.4% of their gross wages monthly in lieu of named holiday pay.

ARTICLE 13 - VACATION

- 13.01 (a) Employees shall earn vacation pay according to the following schedule:
- (i) during the first (1st) year of employment 4% of regular wage;
 - (ii) during the second (2nd) through eighth (8th) years of employment, 6% of regular wage;
 - (iii) during the ninth (9th) through fourteenth (14th) years of employment, 8% of regular wage.

- (iv) during the fifteenth (15th) and subsequent years of employment, 10% of regular wage.
- (b) Employees hired prior to August 31, 2006 shall earn vacation pay according to the following schedule:
 - (i) during the first (1st) year of employment 4% of regular salary;
 - (ii) during the second (2nd) through fifth (5th) years of employment, 6% of regular salary;
 - (iii) during the sixth (6th) through fourteenth (14th) years of employment, 8% of regular salary;
 - (iv) during the fifteenth (15th) and subsequent years of employment, 10% of regular salary.
- (c) Such amounts as outlined in 13.01(a) and (b) shall be paid out in December, the month in which Easter vacation falls, and the balance shall be paid at the end of June.

ARTICLE 14 - PAID LEAVE

- 14.01 Sick leave is defined as the period of time an employee is absent from work with pay by virtue of being sick or disabled or because of an accident, provided that compensation is not payable under the Alberta Workers' Compensation Act.
- 14.02 Regular employees shall earn sick leave at the rate of two (2) working days per month worked to a maximum of sixty-five [65] working days.
- 14.03 Sick leave with pay up to the amount of earned but unused sick leave shall be granted for the reasons set out in 14.01 and for medical and dental appointments for which medical certificates are provided to the employer if requested. Employees shall be entitled to use one (1) day per year of their accumulated sick days in the event of a sick dependent.
- 14.04 An employee shall be required to provide a certificate from a medical practitioner for any absence on sick leave in excess of three (3) consecutive working days, certifying that he/she was unable to carry out his/her duties due to sickness, disability or accident.
- 14.05 The Employer may require an employee to submit to a medical examination by a doctor named by the Employer if sickness or disability extends for more than thirty (30) days. All costs associated with this examination shall be paid by the Employer.

- 14.06 A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent because of sickness, disability or accident. However, no deduction shall be made from accumulated sick leave for absences of less than two and one half [2.5] hours.
- 14.07 An employee prevented from performing his/her regular work with the Employer on account of an occupation accident that is covered by the Alberta Workers' Compensation Act shall receive from the Employer, the difference between the amount payable by the Alberta Workers' Compensation Board and his/her regular wages, while the employee is in receipt of compensation from the Alberta Workers' Compensation Board for a maximum period equal to earned but unused sick leave at commencement of compensable injury. Deductions from sick leave shall be on a pro-rated basis at the same percentage as the employer pays of the employee's salary.
- 14.08 When an employee's employment terminates all sick leave credited to the employee shall be cancelled.
- 14.09 Upon prior notification to the principal, compassionate leave shall be granted, with pay and benefits, for the following reasons:
- (a) In the event of critical illness of an employee's spouse, child or parent, a period of leave up to three (3) consecutive school days. Critical illness shall mean a life threatening illness. The Board may require a medical certificate signed by a duly qualified medical practitioner.
 - (b) In the event of a death of an employee's spouse, child, parent or parent of spouse, a period of leave up to five (5) consecutive school days to attend the funeral and/or make funeral arrangements.
 - (c) In the event of the death of an employee's brother, sister, grandparent, grandchild, or a close relative who is residing in the employee's household, a period of leave up to three (3) consecutive school days to attend the funeral and/or make funeral arrangements.
 - (d) In the event of the death of an employee's sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent of spouse, a period of leave up to one (1) school day to attend the funeral.
- 14.10 Two (2) days per year will be allowed for family medical appointments provided such family member is part of the employee's household and has lived with the employee on a continuous basis in the past. A letter of notification and/or a signed statement from the medical officer shall be submitted to the Superintendent/designate within 30 days of the leave.

- 14.11 The Board recognizes that employees may require time off to attend to personal affairs. It therefore will approve two (2) days per year, cumulative to a maximum of four (4) days, at no loss of pay or benefits subject to the following provisions:
- (a) Personal leave must be applied for in advance of the leave being taken. Applications must be approved by the principal and submitted to the payroll department.
 - (b) Personal leave must be submitted on the required form.
 - (c) Personal leaves shall not be granted to extend the Christmas break, spring recess, or summer vacation period.
- 14.12 Employees shall not suffer loss of pay due to absence, despite reasonable effort, when an employee is unable to travel to his/her school from his/her usual place of residence because of inclement weather, impassable road conditions or the failure of transportation facilities other than his/her own, provided, however, that this benefit will not apply if the employee's usual place of residence is outside the School Division. Employees requesting leave shall notify their principal verbally and shall confirm in writing to the Superintendent the reason for the absence within three (3) days of return to regular duties.
- 14.13 Additional leaves of absence may be granted by the Superintendent with pay and benefits, if and when all other paid leave provisions have been accessed.
- 14.14 Employees shall be paid for attending school based/divisional P.D. days or other P.D. days when approved or directed by the principal to attend.
- 14.15 The Employer shall grant a temporary leave of absence with pay of one (1) day to an Employee who wishes to attend his own wedding, convocation, or graduation from a post secondary institution.

ARTICLE 15 - UNPAID LEAVE OF ABSENCE

- 15.01 The Employer may grant leaves of absence without pay and/or benefits.
- 15.02 Maternity/Parental leave shall be defined as leave without pay or benefits granted by the Employer to a permanent employee who is pregnant or who will be the primary care giver of a natural or adopted child of that employee. An employee shall be eligible for maternity/parental leave after twelve (12) continuous months of employment.
- 15.03 (a) Maternity leave shall be for a period not to exceed fifteen (15) weeks effective not more than twelve (12) weeks before the date of delivery.

- (b) Parental leave shall be for a period not to exceed thirty-seven (37) consecutive weeks within the first fifty-two (52) weeks following the birth or adoption of a child.
 - (i) The employee shall, in consultation with the Superintendent, establish a date of return from the leave at the time the leave is taken. Where the leave exceeds six weeks the return to work shall coincide with natural breaks or reporting periods during any school year.
- (c) The combination of maternity/parental leave shall not exceed fifty-two (52) weeks.

15.04 A request for maternity leave must be made in writing a minimum of four (4) weeks prior to the date the leave is intended to commence and shall be accompanied by a medical certificate indicating the estimated date of delivery. A request for parental leave must be made in writing a minimum of four (4) weeks prior to the date the leave is to commence.

15.05 An employee on maternity leave shall provide the Employer with four (4) weeks written notice of the date she wishes to return to work and upon her return to work she will be placed in the same classification held by her immediately prior to her taking maternity leave or alternative work of a comparable nature. If, within four (4) weeks prior to the end of the maternity leave, the employee has not provided written notice of her return to work, she will be deemed to have resigned her position.

15.06 (a) The Employer shall implement a Supplementary Unemployment Benefit (S.U.B.) plan which employees shall access for ninety-five percent (95%) of pay during the health related portion of her maternity leave.

(b) The S.U.B. benefit shall replace sick leave and the employee shall have no access to sick leave while on maternity leave.

(c) The Board shall pay its portion of each employee's benefit plans premiums during the health-related portion of her maternity leave.

(d) The remainder of the maternity leave not covered by the health-related portion shall be without pay. The employee shall have access to benefits at their cost. S.U.B. shall be payable for a maximum of sixty-five [65] working days or for the period covered by her accumulated sick leave, whichever is less. S.U.B. shall not be payable with respect to any period during which the employee would not have worked but for being on maternity leave.

15.07 Education Leave

The Employer agrees to pay the cost of those courses which it requires an employee to attend. Employees who are required by the Employer to attend and to write examinations directly related to such courses shall not suffer a reduction in wages.

15.08 Union Leave of Absence

Operational requirements permitting, leave of absence without pay and without benefits may be granted on written request to the Superintendent (c.c. Principal) by employees for Union business. No more than two employees and the President or designate may be absent at any one time under this article. When such leave of absence is granted the Employer shall continue to pay wages and benefits and bill the Union for wages plus twenty percent (20%) for benefits. The Union agrees to reimburse the Employer forthwith.

15.09 Community Leave

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay for a maximum of five (5) days per school year so that an employee may be a candidate in Federal, Provincial or Municipal elections.

15.10 EI Compassionate Leave

The Employer agrees to provide leave of absence without pay to the extent of Employment Insurance benefits available to the employee on compassionate grounds.

ARTICLE 16 - HEALTH BENEFITS AND PENSION

- 16.01 (a) The Employer agrees to sponsor the following benefit plans and contribute 94% of the benefits insurance premiums. Application of such plans and requirements for enrolment shall be subject to conditions provided for in the plans.

Employees working 15 hours or more per week are eligible for the Blue Cross enrolment (subject to carrier approval).

- i) Life and Accidental Death and Dismemberment Insurance
A.S.E.B.P. Schedule 2
- ii) Long Term Disability, Plan D ASEBP
- iii) Blueflex Revised Option 1 Extended Health and Vision Plan
- iv) Blueflex Revised Option 1 Dental Plan
- v) Alberta Health Care

- (b) In recognition of the payments made towards benefit plans by the Board, the union shall permit it to retain and not pass on to employees any rebates of premiums otherwise required under Employment Insurance regulations.

16.02 Premium contributions shall continue for the months of July and August, for employees who have worked the full preceding school year. For employees who have not worked the full preceding school year the premiums for July and August shall be prorated in proportion to the proportion of the school year worked. Article 5.01 (a) (ii) shall also apply. The Employee's portion of premiums shall be deducted in the month of June.

16.03 Notwithstanding Article 14, after ninety (90) consecutive calendar days of disability, sick leave payments shall cease and the employer shall have no further obligation to pay salary or benefits to the employee.

The Employee shall apply for long term disability benefits within ninety (90) continuous calendar days of disability.

16.04.1 Pension Contribution

The Division provides for participation in the Local Authorities Pension Plan under the following condition:

- (a) Full-time term specific – Membership is optional at employees' choice if employees work thirty (30) or more hours per week; and
- (b) Full-time continuous ten (10) month or twelve (12 month) – Mandatory if employees work thirty (30) or more hours per week or optional at employees' choice if employees work from twenty-five (25) up to, and not including thirty (30) hours per week.
- (c) Employees who commence participation in LAPP plan coverage shall continue to participate even if their hours of work fall below those initially required for plan eligibility to a minimum of 14 hours per week.

16.04.2 RRSP Contribution

The Board shall match employee contributions to Registered Retirement Savings Plans for regular employees not covered by a Registered Pension Plan, Local Authorities Pension Plan or Teachers' Retirement Fund, subject to the following limits:

- (a) Employee participation in this R.R.S.P. benefit is optional. Employees participating in the Local Authorities Pension Plan or the Teachers' Retirement Fund are not eligible for participation in the R.R.S.P. benefit. Casual employees are not eligible for participation in this R.R.S.P. benefit.

- (b) Participating employees shall maintain an R.R.S.P. to which payroll deductions are deposited monthly by the 15th day of each month following enrollment except for the month of December, which shall be deposited by December 31st.
- (c) The Board shall deduct at source the employee's contribution as per instructions from the employee. The minimum monthly contribution shall be \$25.00.
- (d) Payroll deduction changes will be permissible effective twice yearly (September 1st and February 1st of each year).
- (e) New employees shall be eligible for participation the month following six consecutive months of employment.
- (f) The Board shall match employee contributions to R.R.S.P.'s subject to the limits outlined in article 16.04.2(g).
- (g) The Board shall contribute up to 5.0% of gross annual salary to a maximum contribution of \$1000 per year per employee.
- (h) Board contributions shall be made to the employee's R.R.S.P. annually in September. Calculations shall be based on the employee's income for the immediately preceding 12 month period ending August 31.
- (i) This R.R.S.P. benefit shall be registered with Sunlife Assurance Company.
- (j) The Board contribution shall be included as a taxable benefit on the employees' T-4 slip.

16.05 The Employer agrees to distribute to the employees up to date information brochures describing the various benefit plans as soon as they are made available by the insurance companies.

ARTICLE 17 - WAGES

- 17.01 Employees shall be paid monthly in accordance with the wage schedule set out in Schedule 'A' attached hereto and forming part of this Agreement from the first day of the month following ratification by the parties except as otherwise specified in the Memorandum of Agreement.
- 17.02 A pay period shall consist of a period commencing on the first day of a calendar month and concluding on the last day of the same calendar month. An employee shall normally receive payment on or before the 25th calendar day of each month.

- 17.03 An employee may receive mid-month pay advances on a regular basis; such an advance shall not exceed 50% of net earnings.

ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURE

- 18.01 A grievance shall be defined as a difference between the Employer and the Union and/or an employee(s) bound by this Collective Agreement as to the interpretation, application, operation or contravention or alleged contravention of this Agreement.
- 18.02 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. Therefore, strict adherence to the provisions of the grievance procedure is mandatory. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned. Time limits may only be extended by the written agreement of both parties.
- 18.03 Step 1

An employee who believes that he/she has a problem arising out of the interpretation, application, operation or contravention or alleged contravention of this collective agreement shall first discuss the matter with his/her immediate supervisor within ten (10) working days of the date he/she first became aware of the matter giving rise to the complaint. The immediate supervisory, in consultation with the Superintendent/designate, shall attempt to resolve the matter and shall deliver a written decision within ten (10) working days of the date the matter was first discussed.

Step 2

If the complaint is not resolved at Step 1, the grievor or the Union shall, within ten (10) working days of the date of the decision at Step 1, submit to the Superintendent/designate of the Employer, a signed written grievance. The nature of the grievance, the Article or Articles of the collective agreement which are alleged to have been violated and the remedy sought shall be set out in the written grievance. The Superintendent/designate will deliver his/her decision in writing within ten (10) working days following the date on which the grievance was received.

Step 3

If the Superintendent/designate is unable to resolve the grievance, the grievor or the Union shall present the grievance to a committee of Trustees appointed by the Board to consider grievances. Such grievance shall be submitted within ten (10) working days of the date of the decision at Step 2. The grievor shall be present at any hearing of the committee. If the grievance committee does not resolve the grievance to the

satisfaction of the Union, the matter may be pursued to Step 4 within ten (10) working days of the decision of the committee.

18.04 Step 4

If the grievance is not settled under Step 3 above, either party shall, if it wishes to pursue the grievance, within ten (10) working days of the date of the decision of the employer notify the other in writing of its intention to submit the grievance to arbitration. Such notice shall specify the name and address of the party's nominee to the Arbitration Board. The party receiving notice of a reference to arbitration shall, within ten (10) working days of receipt of such notice, notify the other party of the name and address of its nominee to the Arbitration Board. The two (2) nominees so named shall, within ten (10) working days, appoint a third person who shall be Chairman of the Arbitration Board. If the two (2) nominees to the Arbitration Board fail to appoint a Chairman within the time limit specified, either party may request that the Director of Mediation Services appoint a Chairman.

18.05 It shall be the responsibility of the affected employee and the Union in the case of a grievance commenced by either an employee or the Union, to advance the matter in accordance with all applicable time limits, and such obligations shall likewise extend to any nominee of the employer or Union.

18.06 The Arbitration Board shall hear the grievance and shall render a decision. The Arbitration Board by its decision shall not add to, detract from or modify any of the terms of this Agreement.

18.07 Each party shall bear the expense of its nominee to the Arbitration Board, and the two (2) parties shall bear equally the expenses of the Chairman.

18.08 Facilities for Grievance

The Employer shall supply the necessary facilities for joint grievance meetings.

Throughout this Article, the reference to "working days" shall not include Saturdays, Sundays, or General Holidays.

ARTICLE 19 - DISCIPLINARY ACTIONS

19.01 Whenever the Employer deems it necessary to censure an employee and indicates that dismissal or discipline may follow any further infraction, the Employer shall, immediately thereafter, forward written particulars of such censure to the employee.

19.02 An employee will not be disciplined or discharged without just and sufficient cause.

- 19.03 Past warning notices or notices of discipline shall be deemed void after an Employee has maintained a clear record for a period of thirty-six (36) months.

ARTICLE 20 - GENERAL

- 20.01 Whenever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto require.
- 20.02 An employee shall have the right at any time to have access to and review his/her personnel file and shall have the right to respond in writing to any document contained therein. Such a reply becomes part of the permanent file. Copies of documents within the file shall be given to the employee upon request.

ARTICLE 21 - SEMINARS, WORKSHOPS, SHORT COURSES

- 21.01 Employees shall have the opportunity to participate with pay in appropriate seminars, workshops or short courses that are relevant to their positions and are approved or sponsored by the employer.

ARTICLE 22 - DURATION AND TERM

- 22.01 Unless otherwise specifically provided for, this Agreement shall be in full force and effect from September 1, 2009 to August 31, 2010.
- 22.02 This Collective Agreement shall remain in full force and effect until a new Agreement is ratified or a strike or lockout occurs.
- 22.03 Not less than sixty (60) days nor more than one hundred fifty (150) days prior to the termination of this Agreement, either party may give to the other party a notice in writing of its intention to commence collective bargaining.

IN WITNESS WHEREOF the parties have executed this Agreement this _____ day of _____ A.D. 2009.

**NORTHERN GATEWAY REGIONAL
DIVISION NO. 10**

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**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3705**

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SCHEDULE A

Effective September 1, 2009, employees shall advance from one Category to the next Category upon completion of a year of service.

All employees occupying positions the training for which required a 'practicum' [Level B3], an additional increment of \$2.18 per hour shall be applied.

EFFECTIVE SEPTEMBER 1, 2009 – AUGUST 31, 2010 – 4.00%**SCHOOL ASSISTANT PAY GRID**

| | Category | | | | | | |
|----------|----------|---------|---------|---------|---------|---------|---------|
| Training | I | II | III | IV | V | VI | VII |
| Level A | \$13.11 | \$13.78 | \$14.51 | \$15.20 | \$15.90 | \$16.62 | \$17.38 |

SCHOOL SECRETARY PAY GRID

| | Category | | | | | | |
|-----------|--------------------------------------|---------|---------|---------|---------|---------|---------|
| Training | I | II | III | IV | V | VI | VII |
| Level B-0 | \$15.91 | \$16.60 | \$17.31 | \$17.97 | \$18.67 | \$19.38 | \$20.22 |
| Level B-1 | \$16.94 | \$17.69 | \$18.42 | \$19.16 | \$19.91 | \$20.63 | \$21.47 |
| Level B-2 | \$17.95 | \$18.76 | \$19.55 | \$20.37 | \$21.18 | \$21.90 | \$22.89 |
| Level B-3 | \$20.37 | \$21.18 | \$21.99 | \$22.80 | \$23.60 | \$24.33 | \$25.32 |
| Level C | Add \$1.16 to current grid placement | | | | | | |

LIBRARY CLERK PAY GRID

| | Category | | | | | | |
|-----------|--------------------------------------|---------|---------|---------|---------|---------|---------|
| Training | I | II | III | IV | V | VI | VII |
| Level B-0 | \$15.36 | \$16.02 | \$16.69 | \$17.34 | \$17.98 | \$18.62 | \$19.46 |
| Level B-1 | \$16.65 | \$17.37 | \$18.04 | \$18.76 | \$19.46 | \$20.20 | \$21.10 |
| Level B-2 | \$17.94 | \$18.69 | \$19.44 | \$20.19 | \$20.92 | \$21.78 | \$22.73 |
| Level B-3 | \$20.36 | \$21.12 | \$21.86 | \$22.61 | \$23.35 | \$24.20 | \$25.16 |
| Level C | Add \$1.16 to current grid placement | | | | | | |

**TEACHER ASSISTANT AND HOME LIAISON WORKER/NATIVE COUNSELLOR
PAY GRID**

| | Category | | | | | | |
|-----------|--------------------------------------|---------|---------|---------|---------|---------|---------|
| Training | I | II | III | IV | V | VI | VII |
| Level B-0 | \$14.78 | \$15.32 | \$15.83 | \$16.35 | \$16.90 | \$17.48 | \$18.29 |
| Level B-1 | \$15.67 | \$16.18 | \$16.72 | \$17.25 | \$17.80 | \$18.34 | \$19.18 |
| Level B-2 | \$16.56 | \$17.09 | \$17.61 | \$18.16 | \$18.69 | \$19.19 | \$20.08 |
| Level B-3 | \$18.98 | \$19.50 | \$20.03 | \$20.58 | \$21.12 | \$21.61 | \$22.50 |
| Level C | Add \$1.16 to current grid placement | | | | | | |

Criteria: Level B-0 = 0 years of training
Level B-1 = 1 year of training
Level B-2 = 2 years of training
Level B-3 = practicum required in those classifications where a practicum is applicable;
in other classifications, a diploma recognized by the Board.

Casual Employees shall be paid at Category I and at Level A or Level B-0 depending on position being filled.

UNQUALIFIED TEACHER SUBSTITUTE:

Effective September 1, 2008
\$94.54 per full day
\$47.27 per full half day
(rates include vacation pay)

A committee consisting of School Administration and Division Office Staff shall decide the placement of the above grid, taking into consideration both related training and experience in a related field.

Criteria to be followed for grid training recognition:

- a) Training for grid recognition will be when a pre-approved course is taken pertinent to the current position where the staff member obtains either credit, a diploma or a certificate of successful completion.
 - b) Certificates with an expiry date requiring a renewal will not be recognized.
 - c) Inservices will not be recognized: i.e. any activity put on by the employer.
 - d) To ensure the same standard is applied throughout the Division, the Grid Placement Committee consisting of the Superintendent/Designate along with the Principal representatives from each ward will decide.
 - e) The above will not affect any placement made as of September 1, 1997.
- 100 hours of approved related courses successfully completed shall equal 1 year of training.
 - 200 hours of approved related courses successfully completed shall equal 2 years of training.

- A certificate/diploma for the position from a recognized institute shall equal 1 or 2 years of training.
- An employee may advance from 0 years of training to 1 year of training upon completion of five years of experience in the same position within the Division. Placement will be at the next highest rate of pay. The increment is to be applied after the advancement is made.
- When an employee moves from one classification to another his/her wage rate shall be determined in accordance with training and experience.

NOTE: The Board shall place individuals on the grid based on relevant qualifications and relevant experience. Staff shall be required to provide the Board with proper documents indicating relevant training and relevant experience to their current position. Such documents must be provided within sixty (60) days of the ratification of this agreement. If an employee fails to provide such documents within the time specified, or proof of having applied for documentation, shall have any changes to placement on the grid effective the first of the month following receipt of such documents.