

# COLLECTIVE AGREEMENT

BETWEEN

THE WILD ROSE SCHOOL DIVISION

And

THE CENTRAL ALBERTA ASSOCIATION  
OF MUNICIPAL AND SCHOOL  
EMPLOYEES

SEPTEMBER 1, 2019 TO AUGUST 31, 2020

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# COLLECTIVE AGREEMENT

Between

**THE WILD ROSE SCHOOL DIVISION**  
(hereinafter called the "Employer")

and-

**THE CENTRAL ALBERTA ASSOCIATION OF MUNICIPAL AND SCHOOL EMPLOYEES** (hereinafter called the "Association")

NOW THEREFORE the parties agree as follows:

**1. ARTICLE 1 TERM OF COLLECTIVE AGREEMENT**

- 1.1. Unless otherwise specifically provided for in this Collective Agreement, this Collective Agreement shall be in full force and effect from September 1, 2019 to August 31, 2020.
- 1.2. Either party may give to the other party, not less than sixty (60) calendar days nor more than one hundred and fifty (150) calendar days prior to the expiration date of this collective agreement, notice in writing of its desire to commence collective bargaining to amend this Collective Agreement. At the first meeting between the parties, both shall exchange their complete set of desired amendments.
- 1.3. Where notice to commence collective bargaining has been served, this Collective Agreement shall continue until a renewal Collective Agreement is reached or a strike or lockout occurs.
- 1.4. Any amendment to this Collective Agreement which has retroactive application shall apply retroactively only to those employees employed, or on an employer approved leave, as of the date this Collective Agreement is signed by both parties.

**2. ARTICLE 2 MANAGEMENT RIGHTS**

- 2.1. The Association recognizes the Employer's retention of those residual rights of management that are not specifically limited by the express terms of this Collective Agreement.

**3. ARTICLE 3 SCOPE**

- 3.1. The Employer recognizes the Association as the sole bargaining agent for all office and clerical employees, library personnel, educational assistants, therapists and technicians, as defined by the *Alberta Labour Relations Board* certificate 255-94, who are employed by the Employer.
- 3.2. Notwithstanding Article 3.1, this Collective Agreement shall not apply to incumbents of managerial positions established by the Employer and incumbents of the following positions:
  - Executive Assistant to the Superintendent of Schools
  - Human Resources Supervisors
  - First Nations, Metis and Inuit (FNMI) Coordinator
  - Health and Safety / Operations Coordinator
  - Manager of Payroll and Personnel Services

Manager, Finance Services  
Transportation Operations Coordinator  
Communications Coordinator

- 3.3. Notwithstanding Article 3.1, this Collective Agreement shall not apply to casual employees and persons employed under wage subsidy employment programs that are designed as employment training programs or job creation programs to complement the existing work force and such employees will not replace regular or temporary positions covered under this Collective Agreement.
- 3.4. Where the Employer creates a new classification within the scope of this Collective Agreement, the Employer shall provide the President of the Local Association with a copy of the proposed job description, rating and pay category. The Association will be given the opportunity to provide input within (14) fourteen calendar days following the date of confirmed notification by the Employer.

#### 4. **ARTICLE 4**    **INTERPRETATION**

- 4.1. In this Collective Agreement, unless the context otherwise requires:
- (a) Regular employee is a school based or central office employee hired to fill a regular full-time or regular part-time position established by the Employer
  - (b) Regular position is a position established as such, the duties of which are of a continuing nature of indefinite extent.
  - (c) Temporary employee is an employee hired to fill a temporary full-time or temporary part-time position established by the Employer. A regular employee who agrees to fill a temporary position shall retain their status as a regular employee and upon the completion of the temporary assignment, the employee shall be reinstated to an assignment of similar FTE held prior to the temporary assignment.
  - (d) Temporary position is a position established when:
    - a) a regular employee is on an authorized leave that is documented to exceed more than 60 calendar days
    - b) for a specialized task of specific duration established for a specialized term in which the incumbent is required for continuous employment for a limited period of not less than 60 calendar days.
  - (e) Probationary employee is a regular or temporary employee who is serving the probationary period as set out in Article 9 of this Collective Agreement and whose employment may be terminated by the Employer without access to the grievance procedure.
  - (f) Casual employee is one other than a regular or temporary employee. A casual assignment shall not exceed 60 calendar days .
  - (g) Anniversary date shall be the date the employee commences employment.
  - (h) The Employer refers to the Superintendent of Schools or designate.
  - (i) The F.T.E. for employees shall be recalculated when the number of assigned hours is increased or decreased by 1.5 hours per week or greater. The effective date of F.T.E. changes shall be the first of the month following the change unless the change date is the first of a month.

**5. ARTICLE 5 APPLICATION**

**5.1.** The provisions of this Collective Agreement apply to regular employees employed to work full-time hours of work and, or on a pro-rated basis, to regular employees employed to work less than full-time hours of work, except that during the probationary period the following shall not apply:

- (a) Article 11, Layoff
- (b) Article 12, Discipline and Dismissal
- (c) Article 13, Grievance Procedure (in the case of termination of employment)
- (d) Article 14, Job Opportunities
- (e) Article 21.1, Leaves of Absence

**5.2.** The provisions of this Collective Agreement apply to temporary employees employed to work full-time hours of work and, or on a pro-rated basis, to temporary employees employed to work less than full-time hours of work, except that during the probationary period the following shall not apply:

- (a) Article 11, Layoff
- (b) Article 12, Discipline and Dismissal
- (c) Article 13, Grievance Procedure (in the case of termination of employment)
- (d) Article 14, Job Opportunities
- (e) Article 21.1, Leaves of Absence,
- (f) Article 23, Health Plan Benefits
- (g) Article 24, Local Authorities Pension Plan

**5.3.** Upon successful completion of the probationary period, the provisions of this Collective Agreement apply to temporary employees employed to work full-time hours of work, or on a pro-rated basis, to temporary employees employed to work less than full-time hours of work, with the exception of the following:

- (a) Article 11.1, 11.2, 11.6 Layoff
- (b) Article 21.1, Leaves of Absence
- (c) Article 23, Health Plan Benefits
- (d) Article 24, Local Authorities Pension Plan

**5.4.** The provisions of this Collective Agreement shall not be interpreted in such a manner as to permit the duplication or pyramiding of any benefits or premiums provided under the terms of this Collective Agreement.

**6. ARTICLE 6 ASSOCIATION DUES AND DUTIES**

**6.1.** The Employer shall deduct from the gross pay of each employee covered by this Collective Agreement, an amount equivalent to the monthly membership dues as advised by the Association. Such deductions shall be forwarded to the treasurer of the Association accompanied by a list of the names, addresses and telephone numbers of the employees from whom deductions have been made and the amount of each deduction not later than the fifteenth (15) day of the month following. This list will also be sent to the president of the local. It is not the responsibility of the Employer to insure the accuracy of the information.

**6.2.** The Employer shall not withhold approval for leave of absence with pay for employees elected or appointed to represent the Association on Association business provided that the Employer is given at least three (3) days advance notice in writing and the Employer decides the position requirement can be fulfilled. The Employer shall invoice the Association for the costs of the replacement's wages and the employer share of any associated costs for the replacement.

**6.3.** (a) Parties will attempt to schedule grievance and negotiation meetings outside of the

normal hours of work of the employees.

(b) Where the Employer requires an employee to attend at a grievance, arbitration, or negotiation meeting during the normal hours of work of the employee, time off with pay will be granted by the Employer and the Employer will cover the cost of the replacement. Where the Association requires an employee to attend at a grievance, arbitration, or negotiation meeting during the normal hours of work of the employee time off with pay will be granted by the Employer. The Employer shall invoice the Association for the cost of the replacement's wages and the employer share of any associated costs for the replacement.

- 6.4. The Association, with the Employer's prior approval, shall have the right to post notices for Association business on Employer bulletin boards.
- 6.5. The Association shall have the right to use the Employer's courier service for Association business within the established itinerary of the courier.
- 6.6. The Association agrees to indemnify and save the Employer harmless from any liability or action out of the operation of this Article.

## **7. ARTICLE 7 HOURS OF WORK**

7.1. (a) For employees identified as adhering to the school calendar, the FTE shall be calculated according to the following formula: total regular hours assigned divided by the total regular base hours. Full time status for these employees is equivalent to an assigned 7 hours per day for each day in the school calendar year.

(b) For employees identified as adhering to the calendar year, the FTE shall be calculated according to the following formula: total regular hours assigned divided by the total regular base hours. Full time status for these employees is equivalent to an assigned 7.5 hours per day for each working day in the calendar year.

(c) For employees identified as adhering to an alternate calendar year, the FTE shall be calculated according to the following formula: total regular hours assigned divided by the total regular base hours. Full time status for these employees is equivalent to an assigned 7.5 hours per day for each assigned working day in the alternate calendar year.

7.2. Employees working the normal hours of work of full-time employees shall receive two (2) fifteen (15) minute paid breaks and a one (1) hour uninterrupted, unpaid lunch break, except where unforeseen operational needs require otherwise. Where the Employer and employee mutually agree, the unpaid lunch break may be thirty (30) minutes.

7.3. Employees working less than the normal hours of work of full-time employees shall receive one (1) fifteen (15) minute paid break, providing the shift is a minimum of three (3) hours, and a minimum thirty (30) minute uninterrupted, unpaid lunch break, except where unforeseen operational needs require otherwise.

7.4. Notwithstanding Articles 7.1, 7.2, and 7.3 alternate hours of work may be agreed to between the Employer and employees for short periods of time in order to take advantage of the summer season.

7.5. Spring break and Christmas break will normally be non-working days for school calendar employees.

7.6. a) The Employer will establish the number of work days for school calendar employees in its Annual Learning Calendar with the minimum number of base work days set at

one hundred and eighty six (186).

b) The Employer will establish the number of work days for alternate calendar employees in its Annual Calendar with the minimum number of base work days set at one hundred and ninety nine (199).

7.7. An employee, including an employee who does not normally work on the scheduled professional development day, who is required by the employer to attend an Employer designated professional development day will be paid for the employee's hours of attendance on that day or the employee's regular scheduled hours, whichever is the greater. Travel time shall not be included in determining the number of hours payable.

7.8. This article shall not be construed as a guarantee of hours of work per day or week or a guarantee of days of work per week or per year.

7.9. An employee required to attend a one day field trip shall be paid for any time over and above the employee's regularly scheduled time. In the case of an overnight field trip, the employee will be paid for a maximum of 10 hours per day and are off duty and no longer responsible for any duties pertaining to the field trip.

**8. ARTICLE 8 OVERTIME**

8.1. Overtime is all time authorized by the Employer and worked by an employee in excess of eight (8) hours per day or 40 hours in a work week

8.2. All hours will be paid at the applicable rate of pay. There will be no banking of extra or overtime hours.

8.3. Overtime worked will be paid at a rate of one and one half (1.5) times the normal hourly rate of pay.

8.4. Notwithstanding Article 8.3, employees assigned to non-school sites and Family Wellness Workers may request that overtime hours be taken as time off in lieu on an hour for hour basis. A request to take time off in lieu shall be made prior to the commencement of the working of any overtime. Unless an employee agrees, no employee shall be required to take time off in lieu of overtime.

**9. ARTICLE 9 PROBATIONARY PERIOD**

9.1. The probationary period for all new employees shall be 120 calendar days from the date employment commenced. Should the probationary period extend into a period when work is suspended for a period in excess of ten (10) calendar days, the probationary period shall be extended by a period equal to the period of the suspension of work. A suspension of work shall include, but not be limited to, summer, Christmas and Easter/spring breaks, and periods of layoff or medical leave.

9.2. A probationary employee may be terminated at any time during the employee's probationary period without recourse to the Grievance Procedure.

**10. ARTICLE 10 SENIORITY**

- 10.1.** Seniority is defined as the length of service under the scope of this Agreement, measured in years, prorated to a full-time equivalent, and determined in accordance with the rules set out in Articles 7.1 and 10.3 to 10.7 6 below.
- 10.2.** Upon successful completion of the probationary period, seniority shall be effective from the date of commencement of the probationary period.
- 10.3.** Where an employee, prior to becoming an employee of the Employer, was employed by an organization or agency the operations of which were subsequently assumed by the Employer, such employee's seniority shall date from the employee's last date of hire with the original agency subject to satisfactory proof of previous employment and Article 10.01.
- 10.4.** Seniority shall only accrue on straight time paid hours of work.
- 10.5.** Seniority shall be maintained, but shall not accrue during periods of unpaid leaves or while on layoff.
- 10.6.** Seniority shall be lost and an employee shall be deemed terminated for any one of the following reasons:
- (a) an employee is on any period of absence for illness, disability or injury for a period of twenty four (24) consecutive months.
  - (b) upon return to work or within three (3) days of the expiration of the leave, an employee fails to provide reasons satisfactory to the Employer for failing to return to work on termination of any authorized leave of absence, vacation or suspension or utilizes a leave of absence for purposes inconsistent with those for which the leave of absence was granted.
  - (c) an employee is laid off in excess of eighteen (18) calendar months.
  - (d) an employee resigns or retires.
  - (e) an employee is dismissed and is not reinstated through the grievance procedure.
  - (f) an employee takes voluntary layoff in excess of eight (8) calendar months.
- 10.7.** he Employer will provide a seniority list to the President of the Local Association by May 15th and will provide an updated year end (Sept. 1 to Aug. 31) list no later than September 30 of each year. The list shall remain open for review and corrections for a period of one month. After one month the list shall be final and binding on both parties
- 10.8.** Where a period of employment as a temporary employee is continuous with employment as a regular employee, that period of temporary employment shall be included, after successful completion of the probationary period, in the calculation of seniority for that employee.

**11. ARTICLE 11 LAYOFF**

- 11.1.**
- (a) If a location reduces hours in a classification mid-year and where all other factors are considered by the Employer to be relatively equal, the employee with the least seniority at that location by classification will be the one reduced. When an employee's regular hours are reduced by an equivalent of five (5) hours per week or more or a reduction of regular hours results in a loss of benefit eligibility, it is considered a layoff and the employee is subject to the terms of articles 10 and 11.
  - (b) When considering placement for the next school year, employees will be placed by classification within a region. Where all other factors are considered by the Employer to be relatively equal, seniority by region by classification shall govern. Those

employees for whom no placement is available, will be considered laid off and are subject to the terms of articles 10 and 11.

(c) When an employee is offered a position and declines, it will be considered a voluntary layoff and the employee is subject to the terms of articles 10 and 11.

**11.2.** For the purposes of Articles 11 regions shall be defined as follows:

North Region- shall include all work locations in the Wild Rose School Division located north of Highway #53.

South Region -shall include all work locations in the Wild Rose School Division located south of Highway #53.

**11.3.** New employees shall not be hired within a classification while there are employees on layoff from that classification who are, in the opinion of the Employer, willing, qualified and able to perform the work.

**11.4.** Employees on the layoff list who wish to be considered for an advertised position must submit their application as directed in the advertisement. The onus is on the employee to keep themselves aware of job postings set out in accordance with Article 14.1.

**11.5.** An employee who has been laid off and has not been re-hired within eighteen (18) months or who has chosen voluntary layoff and has not been rehired within eight (8) months from the employee's date of layoff shall be deemed to have terminated employment and forfeited all rights to this Collective Agreement.

**11.6.** The Employer shall communicate to the President of the Local Association when an employee is laid off. The employer will provide the President of the Local Association access to the layoff list.

**12. ARTICLE 12 DISCIPLINE AND DISMISSAL**

**12.1.** Both parties recognize that the process of progressive discipline, with the aim of it being corrective in application, shall be the norm in most circumstances.

**12.2.** Except for the dismissal of a probationary employee, no employee shall be disciplined or dismissed except for just cause.

**12.3.** Any disciplinary action which is intended to form part of any employee's personnel file shall be communicated in writing to the employee.

**12.4.** When an employee is to be disciplined, suspended, demoted or dismissed, the employee shall be notified at least three (3) hours in advance of the time, place and purpose of the interview. At the employee's option, the employee may be accompanied, at the Association's expense, by an available Association representative of the employee's choice. The reasons given for the discipline, suspension,, demotion or dismissal shall be confirmed in writing to the employee within five (5) working days of the date of the interview.

**13. ARTICLE 13 GRIEVANCE PROCEDURE**

**13.1.** Any alleged grievance arising from the contravention, interpretation, meaning, operation or application of this Collective Agreement shall be subject to grievance procedure and an earnest effort shall be made to settle the difference.

**13.2.** Either the employee, Association or the Employer may institute a grievance under the terms of this Collective Agreement.

- 13.3.** Time limits referred to in this Article are exclusive of Saturdays, Sundays and named holidays and may be extended by mutual agreement in writing between the parties. Should the grievor or the party filing the grievance fail to meet any of the time limits outlined in this Article, the grievance will be deemed to be concluded.
- 13.4.** Within ten (10) days of the act giving rise to the alleged grievance the employee shall first seek to settle the dispute with the employee's immediate supervisor. The supervisor shall render a decision within ten (10) days of the employee first seeking settlement of the alleged grievance with the immediate supervisor.
- 13.5.** (a) The Employer may institute a grievance within twenty (20) days of the act giving rise to the grievance coming to the attention of the Superintendent of Schools and shall forward particulars in writing to the Association. The Association shall render a decision in writing within twenty (20) days.
- (b) The Association may institute a grievance within twenty (20) days of the act giving rise to the grievance coming to the attention of the Association and shall forward particulars in writing to the Superintendent of Schools. The Superintendent of Schools shall render a decision in writing within twenty (20) days.
- 13.6.** Failing satisfactory settlement in Article 13.4, the grievor concerned may, within ten (10) days after having received the decision in Article 13.4, submit to the Superintendent of Schools or designate a written statement of the particulars of the complaint, the Article or Articles contravened, and the redress sought. The Superintendent of Schools shall render a decision in writing within ten (10) days of receipt of such notice.
- 13.7.** Failing settlement being reached in Articles 13.5 (b) or 13.6, the grievor concerned shall within ten (10) days of receipt of the decision in Articles 13.5(b) or 13.6 notify the School Board in writing that the grievor rejects such decision and within ten (10) days the School Board's Grievance Committee shall review the grievance and render a written decision.
- 13.8.** If the grievance is unresolved after Articles 13.5a) or 13.7, either of the parties to this Collective Agreement may notify the other in writing within ten (10) days of the decision of its desire to submit the difference to arbitration, and the notification will contain a statement indicating the difference and the party's nominee to an Arbitration Board.
- 13.9.** Within seven (7) days after a receipt of notification provided for in Article 13.8 the party receiving such notice shall inform the other party of the name of its appointee to an Arbitration Board.
- 13.10.** Where appointees to an Arbitration Board have been named by the parties, the parties shall, within seven (7) days endeavor to select a mutually acceptable Chairperson for the Arbitration Board. If the party's nominees are unable to agree upon the choice of a Chairperson, they shall immediately request the Director of Mediation Services to appoint a Chairperson.
- 13.11.** After a Chairperson has been selected or appointed, the Arbitration Board shall meet with the parties and shall render its decision in writing to the parties as soon as possible after the completion of the hearing.
- 13.12.** A decision of a majority of the Arbitration Board or if there is no majority the decision of the Chairperson shall be the decision of the Arbitration Board.
- 13.13.** Any Arbitration Board decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change any terms of this Collective Agreement.
- 13.14.** Each party to a grievance shall bear the expenses of its respective nominee and the two parties shall bear equally the expenses of the chairperson.

- 13.15.** Except for an arbitration hearing, the hearing of grievances at any stage of the grievance procedure shall be held outside of the normal working day of the employee. Should a grievance be advanced to arbitration, the Employer shall not bear any costs for the attendance of the grievor or any representatives or witnesses for the grievor at any arbitration hearing.

**14. ARTICLE 14 JOB OPPORTUNITIES**

- 14.1.** Where the Employer decides to fill a Regular or Temporary position under this Collective Agreement, the Employer shall advertise the position internally for two (2) working days prior to filling the position. After two days, the employer may advertise externally.

The advertisement shall contain the following as information only:

- (a) Nature of Position
- (b) Pay Classification
- (c) Designation - Regular or Temporary, Full-time or Part-Time
- (d) Location of Initial Placement
- (e) Initial hours of work per day and number of days per week
- (f) Qualifications preferred
- (g) This position is covered by the Central Alberta Association of Municipal and School Employees Collective Agreement.

The employer may advertise externally on its Website only if a suitable candidate cannot be found within the bargaining unit.

- 14.2.** All postings are open for every CAAMSE member to apply. Vacancies shall be filled wherever possible from within the bargaining unit.
- 14.3.** The Employer shall communicate to the President of the Local Association the name of all newly hired employees. The Employer will also provide a list of returning employees with hours and locations by June 30th. The Employer will also provide the President of the Local Association with access to the posting list.
- 14.4.** When hires are being considered, and where the Employer has determined that all other factors are relatively equal, then seniority shall be the deciding factor.
- 14.5.** When assigning positions within a region, the general principle shall be the most senior employees shall be assigned the positions with the most hours provided that, in the opinion of the employer, all other factors are relatively equal.
- 14.6.** An employee who successfully applies for a position in a higher pay category or is reclassified to an equivalent or higher paid position shall be on a trial period of up to three (3) months provided, however, that if the employee proves unsatisfactory or does not wish to remain in the position during the trial period, the Employer shall place the employee in the employee's former position, if available or transfer to a comparable position as soon as possible.
- 14.7.** When an employee is demoted to, or successfully applies for a position in a lower pay category they shall be placed in that lower category at the step the employee is on just prior to assuming the position and there will be no change to the employee's anniversary date for annual increment purposes.
- 14.8.** An employee who successfully applies for a position in a higher pay category or is reclassified to an equivalent or higher paid position shall be placed in the new pay category at the step at least equal to an amount represented by one step in the employee former pay category, with no change to the employee's anniversary date for annual increment purposes.

**15. ARTICLE 15 ACTING INCUMBENCY**

- 15.1. When, as a result of the absence of an incumbent, an employee is appointed for five (5) consecutive work days or longer to temporarily accept the responsibility and to carry out the duties of a position that has a higher pay category normally held, the rate of pay shall be equivalent to that which the employee would be entitled if promoted to that position. That rate shall be paid for each day of the temporary appointment.
- 15.2. An acting incumbent may also be required to perform some of the duties of the employees regular position.
- 15.3. Acting incumbency provisions shall not apply where an employee is designated reasonable additional duties to be carried out for an employee on annual vacation.
- 15.4. All temporary assignments of this nature must be authorized in writing by the Employer.

**16. ARTICLE 16 PAYMENT OF WAGES**

- 16.1. The hourly wage rates for classifications under this Collective Agreement are contained in Appendix A.
- 16.2. An employee who has not reached the maximum step for the pay category for the classification designated by the Employer will move up one step on the grid September 1<sup>st</sup> of each year. All new employees hired after February 28<sup>th</sup> will not be eligible for their first increment until September 1<sup>st</sup> of the year following their year of hire.
- 16.3. All employees will be paid on a bi-weekly basis as established by the Employer.

**17. ARTICLE 17 GENERAL**

- 17.1. Individual employees shall have the right to review their personnel file upon reasonable notice. An employee shall be given a copy of any or all the contents of the employee's personnel file upon request.
- 17.2. An employee shall have the right to provide the Employer with material relevant to the employee's employment or education which shall be added to the employee's personnel file.
- 17.3. The Employer shall make available to all employees a copy of the Employers' classification manual on the division website.
- 17.4. All employees shall be classified in accordance with the classifications outlined in Appendix B of this Collective Agreement. This Article shall not restrict the Employer's right to create new classifications in Appendix B during the life of this Collective Agreement as per Article 3.4.
- 17.5. When an employee takes an Employer required course, seminar or workshop that is relevant to the employee's work, the employee shall be reimbursed for tuition and required textbooks upon satisfactory completion and upon submission of receipts. Where travel is required mileage will be paid at the prevailing School Board rate.
- 17.6. There shall be no discrimination exercised by either party to this Collective Agreement in respect of any employee on the grounds as set out in Section 7 of the Alberta Human Rights Act in particular; race, religious beliefs, color, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation. Additionally, there shall be no discrimination exercised by either party to this Collective Agreement in respect of any

employee as set out by the Alberta Labour Relations Code in particular; by reason of membership or non-membership or activity in the Association, nor because of exercising any right provided by law or this Collective Agreement.

- 17.7. Where the Employer requests, and the employee agrees, to use the employee's vehicle on Employer business, such use shall be reimbursed at the prevailing School Board rate. Travel to and from work shall not be paid.
- 17.8. An employee who is resigning from her employment with the Employer shall provide two (2) weeks' written notice of the employee's intention to resign.
- 17.9. Notice of termination of the position an employee holds or of the reduction in hours of work shall be as provided under the Province of Alberta's Labour Standards legislation.
- 17.10. If the employer requires an employee to be a member of a professional association, the employer shall pay the membership fees for the employee.

**18. ARTICLE 18 NAMED HOLIDAYS**

18.1. The Employer recognizes the following as paid named holidays:

- (a) Labour Day
- (b) Thanksgiving Day
- (c) Remembrance Day
- (d) Christmas Day
- (e) Boxing Day
- (f) New Year's Day
- (g) Family Day
- (h) Good Friday
- (i) Easter Monday
- (j) Victoria Day
- (k) Canada Day
- (l) Alberta Heritage Day

18.2. Employees shall receive pay, each pay period, for the named holidays listed in 18.1 as follows:

- (a) Calendar year based employees shall receive 5.2% of total eligible earnings.
- (b) School calendar and alternate calendar based employees shall receive 5.4% of total eligible earnings.

**19. ARTICLE 19 EARNED VACATION**

- 19.1.** School calendar and alternate calendar employees shall receive, in lieu of an annual vacation, a payment based on straight time earnings according to the following schedule:
- (a) Less than one (1) complete school year of service four percent (4%).
  - (b) After completing one (1) school year of service six percent (6%).
  - (c) After completing eight (8) consecutive school years of service eight percent (8%).
  - (d) After completing fourteen (14) consecutive school years of service ten percent (10%).
  - (e) After completing nineteen (19) consecutive school years of service eleven percent (11%)
  - (f) After completing twenty (20) consecutive school years of service - twelve percent (12%)
- 19.2.** Calendar year employees shall earn vacation credits according to the following schedule:
- (a) Less than one (1) complete year of service- two (2) weeks.
  - (b) After completing one (1) year of service- three (3) weeks.
  - (c) After completing eight (8) consecutive years of service- four (4) weeks.
  - (d) After completing fourteen (14) consecutive years of service- five (5) weeks.
  - (e) After completing nineteen (19) consecutive years of service- five and one half (5.5) weeks
  - (f) After completing twenty (20) consecutive years of service -six (6) weeks
- 19.3.** Any change to an employee's vacation entitlement under Articles 19.1 or 19.2 will be implemented the first pay period following the completion of the required years of service.
- 19.4.** In the event of termination or layoff, any vacation entitlements accrued to the employee shall be paid out.
- 19.5.** Vacations for calendar year employees shall be scheduled by the Employer taking into account employees' requests. Where more than one employee requests one available vacation period, seniority shall be the determining factor when, in the opinion of the Employer, all other factors are equal.
- 19.6.** Calendar year employees may request to carry forward a maximum of ten (10) FTE days of earned vacation entitlements from one year to the next.

**20. ARTICLE 20 SICK LEAVE**

- 20.1.** The Employer shall grant to each full-time employee and to each part-time employee on a prorated basis based on their current full-time equivalency (F.T.E.) one and one half (1-1/2) work days of sick leave credits per full month worked. Sick leave credits may be accumulated to a maximum of ninety (90) work days.
- 20.2.** An employee granted sick leave shall be paid for the period of such leave at the employee's basic rate of pay and the number of days thus paid shall be deducted from the employee's accumulated sick leave credits up to the total amount of the employee's accumulated credits at the time sick leave credits commenced. Where an employee qualifies for extended disability benefits, after ninety (90) calendar days, the employee shall not be entitled to any further salary and health plan benefits. The employee's remaining accumulated total of credits shall be maintained until the employee returns from disability.

- 20.3.** The Employer may require an employee to provide proof of illness. Any requests must be made on or before the date of return to work. If a cost is incurred for a requested note, the employer will reimburse the employee.
- 20.4.** An employee shall be entitled to use sick leave credits for the purpose of illness and/or travelling to and attending medical appointments or treatments. The employee may also use up to thirty-seven and one half (37.5) hours of sick leave credits per year for the purpose of illness and/or travelling to and attending medical appointments or treatments for those family members, as defined in Article 21.1 (b).
- 20.5.** A statement of accumulated sick leave credits shall be provided to each employee on or before September 30<sup>th</sup> of each year.

**21. ARTICLE 21 LEAVES OF ABSENCE**

- 21.1.** Leaves of absence with pay shall be granted to an employee according to the following schedule:
- (a) In the event of a death of a member of the employee's immediate family up to five (5) days will be granted, inclusive of any travel requirements, to attend to their social and family responsibilities. The leave shall normally be taken within the fourteen (14) day period following the date of death. The employee can make a request in writing to the Employer for the leave to be taken at an alternative date(s).
  - (b) For the purposes of Articles 21.1(a), immediate family of the employee shall mean spouse, child, stepchild, parent, brother, brother-in-law, sister, sister-in-law, son in-law, daughter-in-law, parent of spouse, grandparent, grandparent of spouse, grandchild or relative who permanently lives in the employee's household.
  - (c) Up to one day to attend the funeral of aunts or uncles of the employee or spouse, or nieces and nephews of the employee.
  - (d) For the purpose of an employee attending the employee's own wedding, convocation or graduation from a post-secondary institution, one (1) day providing the event occurs on a working day.
  - (e) An employee required to appear in court as a subpoenaed witness or summoned juror, shall be granted leave provided that the employee shall pay to the Employer any salary reimbursement received from that appearance, up to a maximum of the employee's salary.
  - (f) Subject to prior authorization by the Employer, for personal reasons and on a with pay basis, up to thirty-five (35) hours per year for full time school calendar employees and thirty seven and one half (37.5) hours for full time alternate calendar or calendar year employees. This Article shall be applicable to part time employees prorated to FTE.
- 21.2.** The Employer may grant a leave of absence with pay and with benefits, without pay and with benefits, with pay and without benefits or without pay and without benefits upon written request, with particulars from an employee.
- 21.3.** For all legislated unpaid leaves, an employee will not be required to use their personal leave hours before an unpaid day is approved, unless the employee wishes to use a personal day.

**22. ARTICLE 22 MATERNITY / PARENTAL / ADOPTION LEAVE**

- 22.1.** Employees are eligible for Maternity and or Parental leave as provided for under the Province of Alberta's Employment Standards legislation.
- 22.2.** The health related portion of each employee's maternity leave shall be as determined by

medical documentation provided to the Employer by the employee.

- 22.3.** The Employer has implemented a Supplemental Unemployment Benefits (SUB) Plan that will pay 95% of salary during the health related portion of maternity leave. All employees shall be required to access the SUB Plan during the health related portion of their maternity leave. The SUB benefit shall replace sick leave and the employee shall have no access to sick leave benefits while on maternity leave. The Employer shall pay its portion of each employee's benefit plan premiums during the employee's maternity leave. The remainder of the maternity leave not covered by the health related portion shall be without pay. SUB shall be payable for a maximum of seventeen (17) weeks or for the period covered by accumulated sick leave, whichever is less. Notwithstanding the above, in the event that the claim falls during a period in which an employee would not normally have worked the employee shall not be entitled to payment of any additional SUB payments and benefits during this period.
- 22.4.** Each employee shall be eligible for parental / adoption leave without pay and the Employer's portion of benefit premiums as per Alberta Labour Standards.
- 22.5.** (a) Each employee shall endeavor to notify the Employer of the employee's leave requirements three (3) months in advance, however, the employee shall give the Employer at least two (2) weeks of notice of the day on which they intend to commence maternity leave. Such notice shall be in writing accompanied by a medical certificate certifying that the employee is pregnant and giving the estimated date of birth of the child.
- (b) Notwithstanding Article 22.5(a), where an employee is unable to provide the said two (2) weeks of notice as a result of premature labour or medical complications, the employee shall, within two (2) weeks of the date they ceased work, provide the Employer with a medical certificate indicating that the employee is not able to work by reason of a medical condition arising from the employee's pregnancy and give the estimated date of delivery or the actual date of delivery.
- 22.6.** Prior to the maternity leave commencing, each employee shall endeavor to provide the Employer with the date they plan on returning to work, however, the employee shall give the Employer at least two (2) weeks of notice of the day on which the employee intends to return to work. Such notice shall be in writing.
- 22.7.** An employee returning from Maternity and/or Parental leave, shall be reinstated to a position of similar responsibilities held at the commencement of the leave. This does not imply that an employee on leave has any advantage or disadvantage in the event that staff reductions become necessary in a particular classification.
- 22.8.** Provisions of this Article shall not exceed those normally granted to an employee on sick leave.

**23. ARTICLE 23 HEALTH PLAN BENEFITS**

- 23.1.** For the purposes of this article, an eligible employee shall be a regular employee with an annual FTE of 0.50 or greater. The Employer agrees to pay 100% of the monthly premium costs of eligible employees for the following benefits when available to the Employer through the Alberta School Employees Benefit Plan:
- (a) Life and Accidental Death and Dismemberment (Plan 2)
  - (b) Extended Disability Benefits (Plan D)
  - (c) Extended Health Care (Plan 1)
  - (d) Dental Care (Plan 3)
  - (e) Vision Care (Plan 3)

The effective date for participation of eligible employees shall be the first of the month following the employee's date of hire unless the effective date of hire is the 1st of a month.

- 23.2. Payments made towards benefit plans by the Employer shall permit the Employer to retain and not pass on to the employees any rebates of premiums otherwise required under the Canada Employment and Immigration Commission regulations.
- 23.3. Employees who are assigned to work five consecutive regular days in July shall be eligible for the cost sharing for July, as outlined in article 23.1. Employees who are assigned to work five consecutive regular days in August shall be eligible for the cost sharing for August, as outlined in Article 23.1.
- 23.4. The premium contributions provided for under Articles 23.1 and 23.2 shall be prorated for part-time employees based on their full-time equivalency (F.T.E.).
- 23.5. The Employer will provide the opportunity for employees to participate in the voluntary summer benefits deduction plan for payment of benefit premiums for the months of July and/or August.
- 23.6. Eligible employees shall have access to annual spending accounts in the amount of \$300 for full-time employees. Annual credits for part time eligible employees will be based on the employee's FTE.
- 23.7. The Association recognizes the employer's right to change the Benefits provider (ASEBP) referred to in clause 23.1 provided that the Employer has consulted with the Association prior to making such change and that the benefits provisions remain reasonably equal.

**24. ARTICLE 24 LOCAL AUTHORITIES PENSION PLAN**

- 24.1. Eligible employees will participate in the Local Authorities Pension Plan according to its regulations and as administered by the Employer. Once an employee has qualified to participate in the plan such participation shall continue until such time as the employee's regular scheduled hours of work fall below fourteen (14) hours per week.

**25. ARTICLE 25 EMPLOYER/EMPLOYEE LIAISON COMMITTEE**

- 25.1. The Employer and the Association agree to establish a joint Employer/Employee liaison committee comprised of a maximum of four (4) employees covered by this Collective Agreement and a maximum of six (6) management representatives. The purpose of the committee will be to discuss issues of mutual concern. The committee will meet outside of the normal work hours of the employee representatives.

In witness whereof the parties have executed this Collective Agreement this

\_\_\_\_\_ day of \_\_\_\_\_, 2020

On behalf of the  
Central Alberta Association of  
Municipal and School  
Employees

\_\_\_\_\_  
Debbie Goddard, CAAMSE  
President

\_\_\_\_\_  
Laurie Kubos, Vice-President

On behalf of the  
Wild Rose School Division

\_\_\_\_\_  
Russ Hickman, Board Chair

\_\_\_\_\_  
Ama Urbinsky,  
Secretary-Treasurer

## APPENDIX A

Year 1 - 0%

<b>Classification:</b>	<b>Step</b>	<b>Step</b>	<b>Step</b>	<b>Step</b>	<b>Step</b>	<b>Step</b>	<b>Step</b>
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>Educational Assistant</b>							
<b>Non-Certified</b>	19.27	19.96	20.66	21.33	22.03	22.72	23.38
<b>With Certificate</b>							
<b>With Diploma</b>							
<b>Library Technician / Learning Commons Facilitator</b>	20.33	21.04	21.77	22.50	23.25	23.96	24.73
<b>Vocational Assistant</b>	20.67	21.55	22.44	23.37	24.29	25.18	26.07
<b>Administrative Services I</b>	18.90	19.53	20.18	20.82	21.46	22.12	22.74
<b>Administrative Services II</b>	20.14	20.97	21.78	22.61	23.41	24.29	25.02
<b>With Certificate</b>							
<b>Administrative Specialist</b>	23.44	24.51	25.48	26.43	27.40	28.34	29.30
<b>School Business Coordinator</b>	23.17	23.99	24.89	25.77	26.63	27.49	28.36
<b>Instructional Tradesperson</b>	33.39	33.39	33.39	33.39	33.39	33.39	33.39
<b>School Wellness Worker</b>	31.75	33.15	34.60	36.00	37.42	38.84	40.23
<b>SIS Coordinator</b>	26.70	27.61	28.52	29.42	30.33	31.24	32.14
<b>Family Wellness Worker</b>	31.75	33.15	34.60	36.00	37.42	38.84	40.23
<b>Self-Directed Learning Facilitator</b>	20.00	20.78	21.56	22.34	23.12	23.90	24.68

## **APPENDIX B**

### **CLASSIFICATIONS:**

Educational Assistant

Library Technician / Learning Commons Facilitator

Vocational Assistant

Administrative Services I

Administrative Services II

Administrative Specialist

School Business Coordinator

Instructional Tradesperson

School Wellness Worker

SIS Coordinator

Family Wellness Worker

Self-Directed Learning Facilitator