

COLLECTIVE AGREEMENT

BETWEEN

WILD ROSE SCHOOL DIVISION NO. 66



AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION NO. 955



Period: September 1, 2009 to August 31, 2012

AS AMENDED SEPTEMBER 1, 2011

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AMENDED COLLECTIVE AGREEMENT

BETWEEN:

**WILD ROSE SCHOOL DIVISION NO. 66
(hereinafter referred to as the "Employer")**

OF THE FIRST PART,

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955
(hereinafter referred to as the "Union")**

OF THE SECOND PART.

WHEREAS the Employer and the Union desire to establish and maintain conditions covering the hours of work, rates of pay and other working conditions between the Employer and the members of the Union covered by the terms of the Collective Agreement,

AND WHEREAS the Employer and the Union desire a method of fair and amicable adjustment of any disputes which may arise between them,

NOW THEREFORE the Employer and the Union mutually agree as follows:

1. INTERPRETATION

- 1.1 A "**regular-full-time employee**" is a person who is appointed to a regular full-time position established by the Employer and who works the normal full-time hours of work established by the Employer.
- 1.2 A "**regular-part-time employee**" is a person who is appointed to a regular part-time position established by the Employer and who works less than the normal full-time hours of work established by the Employer.
- 1.3 A "**temporary employee**" is a person who is appointed to a temporary position established by the Employer. A temporary employee may be assigned either full-time or part-time hours of work by the Employer.
- 1.4 A "**probationary employee**" is a regular or temporary employee who is serving the required probationary period established by the Employer. Where the Employer determines that a person serving the required probationary period is not likely to successfully complete the probationary period, the Employer may choose to extend the probationary period for up to an additional ninety (90) days worked or terminate employment. A person who does not successfully complete any portion of the required probationary period shall be terminated without recourse to any appeal process contained herein.

- 1.5 A “**casual employee**” is a person who is employed to work on an "as required basis" and as such is not appointed to a regular or temporary position with the Employer.
- 1.6 A “**regular position**” is a position established by the Employer where the work is expected to be of an ongoing continuous nature from year to year.
- 1.7 A “**temporary position**” is a position established by the Employer where the work is of limited or fixed duration exceeding six (6) consecutive months and the position will normally be used to replace an employee in a regular position or to work on a project or assignment identified by the Employer.

2. APPLICATION

- 2.1 Regular and temporary employees will be entitled to all provisions of this Collective Agreement, except that during the probationary period, the following will not apply:
- (a) Seniority, Article 9
 - (b) Layoff and Recall, Article 12
 - (c) Leave for Special Circumstances, Article 15 (except that clause 15.3 shall apply)
 - (d) Maternity Leave and Adoption Leave, Article 16
 - (e) Medical and Sick Leave, Article 22 (except that the time spent during the probationary period shall be counted for sick leave accrual purposes).
- 2.2 Casual employees will be entitled to only those provisions of this Collective Agreement listed below and any statutory entitlements that apply:
- a) Interpretation, Article 1
 - b) Application, Article 2
 - c) Recognition, Article 3
 - d) Management Rights, Article 4
 - e) Union Security and Dues Deductions, Article 5
 - f) Union Representatives and Shop Stewards, Article 6
 - g) Classifications, Article 8
 - h) Recruitment, Article 11, (except lay-off and recall provisions)
 - i) Hours of Work, Article 19
 - j) Overtime, Article 20
 - k) Wage Schedule, Article 21, (clause 21.1 only)
 - l) Grievance Procedure, Article 25, (except in the case of termination of employment)

- m) Printing of Collective Agreement, Article 26
- n) Duration of Collective Agreement, Article 27
- o) Wages, Appendix A

- 2.3 The provisions of this Collective Agreement will be applied to eligible employees on a pro-rated basis based upon the comparison of an employee's hours of work to the normal hours of work for a full-time employee.
- 2.4 The provisions of this Collective Agreement shall not be interpreted or applied in such a manner as to permit the duplication or pyramiding of any benefits or premiums provided under the terms of this Collective Agreement.
- 2.5 Notwithstanding Article 2.1, Sick Leave provisions will be limited to regular full-time and part-time employees only.

3. RECOGNITION

- 3.1 The Employer recognizes the Union as the sole bargaining agent for custodians and maintenance employees working in classifications referred to in Appendix A of this Collective Agreement excepting bus mechanics, office, clerical and those persons exercising managerial functions or those who are employed in a confidential capacity in matters relating to labour relations.
- 3.2 The parties hereto agree the term managerial shall, without limiting the generality of the foregoing, include the following:
 - Occupational Health & Safety Officer
 - Maintenance Supervisor

4. MANAGEMENT RIGHTS

- 4.1 The Union recognizes the right of the Employer to management of its land, plant and equipment, and the direction of the working forces, including the right to hire, promote, demote, transfer, suspend, lay-off, recall, and, with cause, terminate any employee or discharge for disciplinary reasons any employee for just cause. The Union further recognizes the right of the Employer to operate and manage its affairs in accordance with its commitments and responsibilities including methods, processes and means of production or handling of services, except as otherwise provided in this Collective Agreement.
- 4.2 The Union further recognizes the Employer's retention of those residual rights of management that are not specifically limited by the express terms of this Collective Agreement.

5. UNION SECURITY AND DUES DEDUCTIONS

- 5.1 All employees covered by this Collective Agreement shall have the opportunity to apply for membership in the Union and upon registration as a member will receive any and all benefits that membership provides.
- 5.2 All employees covered by this Collective Agreement shall pay monies equal to the established dues of the Union as set out from time to time by the membership.
- 5.3 The Employer agrees to forward all Union dues deducted to the Union on or before the fifteenth (15th) day of the next following month for which dues have been deducted, together with a list of names of all employees from whom the dues were deducted indicating the amount.
- 5.4 Notification of any change in dues as aforesaid, shall be given by the Union to the Secretary Treasurer of the Employer, in writing.
- 5.5 The Union agrees to indemnify and save the Employer harmless from any liability or action out of the operation of this Article.

6. UNION REPRESENTATIVES AND SHOP STEWARD

- 6.1 By September 15th of each year, the Union shall provide a list to the Secretary Treasurer of the Employer of the current Shop Stewards and the area they represent. Any changes to the Shop Stewards list shall be supplied in writing to the Secretary Treasurer of the Employer within ten (10) days of the change.
- 6.2 The Employer agrees to permit the Union to use the Employer's courier service for Union business provided the use is within the itinerary of the courier as established by the Employer.
- 6.3 Where a Shop Steward is required by the Employer to attend a meeting with Employer representatives during the Shop Steward's normal hours of work, the Shop Steward will not suffer any loss of pay.
- 6.4 The Employer agrees to grant leave without pay to a maximum of three (3) employees for attendance at collective bargaining meetings with Employer representatives.

7. LABOUR MANAGEMENT COMMITTEE

- 7.1 The Employer and the Union agree to establish a joint Labour Management Committee comprised of three (3) employees covered by this Collective Agreement and five (5) 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 three (3) employee representatives.

8. CLASSIFICATIONS

8.1 It is agreed that the Employer, after consulting with the Union, may institute new classifications and set wage rates for these classifications. The Union will be notified in writing of the wage rates established for these classifications.

9. SENIORITY

9.1 Seniority is defined as the length of accumulated employment, under the scope of this Collective Agreement. One (1) year of seniority shall equal the equivalent of twelve (12) months of full-time employment.

9.2 The Employer shall maintain a seniority list showing the date upon which each regular employee's employment commenced and showing the accumulated employment for each regular employee. Casual employees shall not accrue seniority. The seniority list shall be updated annually as of August 31 each year and posted by September 30 at each work site. A copy of the seniority list will be provided to the Union. The list shall remain open for review and corrections for a period of one month after which it will be final and binding on both parties to this collective agreement .

9.3 a) If any employee is promoted to a job outside the unit covered by this Collective Agreement and later returns to a job covered by this Collective Agreement the employee will maintain the seniority that they had when promoted but shall not accumulate seniority while working outside the Collective Agreement.

b) Any employee on a leave of absence, including sick leave, in excess of thirty (30) calendar days or on a layoff shall not accumulate seniority during such absence or layoff.

9.4 Where a period of employment as a casual employee is contiguous with employment as a regular or temporary employee, that period of casual employment shall be included, after successful completion of the probationary period, in the calculation of seniority for that employee.

9.5 An employee shall only lose seniority in the event the employee:

9.5.1 is discharged for just cause;

9.5.2 resigns;

9.5.3 fails to return to work following a lay-off within ten (10) days after being recalled to the same geographical region, either Drayton Valley region or Rocky Mountain House region, and being notified of recall at their last known address, unless an extension for a specified time period is granted by the Employer. Such an extension shall be granted in the event of serious illness or injury supported by adequate and suitable medical documentation. In the event that an extension is granted the Employer may recall the next senior employee who has not been recalled to perform the work on a temporary basis until the recalled employee returns or the extension expires. It shall be the responsibility of the employee to keep the Employer informed of their current address.

9.5.4 is laid-off for a period of longer than nine (9) months.

9.5.5 is terminated because of an absence on long term disability in excess of twenty-four (24) continuous months.

9.6 When an employee leaves the Employer's service and is later re-engaged, the employee's seniority shall date from the date of re-engagement.

10. PROBATIONARY EMPLOYEES

10.1 The normal probationary period for new regular and temporary employees shall be six (6) months from the date employment commences.

10.2 After successful completion of the probationary period, seniority shall be effective from the date employment commenced.

11. RECRUITMENT

11.1 Where the Employer decides to fill a vacant regular or temporary position under this Collective Agreement, the Employer shall notify the Union and advertise the position including posting the position at each worksite for fourteen (14) calendar days. The advertisement shall contain the following as information only and shall not be construed at anytime, as any legal obligation on the part of the Employer:

Nature of position
Abilities and skills
Rate of pay
Designation - Regular or Temporary
Hours of Work
Work Location

11.2 In filling vacancies, seniority shall be the deciding factor only where all other factors including qualifications, skills, abilities and experience of the candidates are equal.

- 11.3 When an advertised position has been filled, the Employer will notify all unsuccessful employees under this Collective Agreement.
- 11.4 Promotion means moving from one classification to another classification which has a higher hourly rate of pay. Where a current employee is promoted to another position that employee shall serve a trial period for ninety (90) days worked from the effective date of the appointment to the position. If the employee does not satisfactorily complete the first twenty (20) calendar days of the trial period, the employee shall return to their former position. If during the remaining portion of the trial period, the employee is deemed unsatisfactory, the employee will be provided with a position equivalent to the employee's former position, if one is available.
- 11.5 The Union hereby recognizes the right of the Employer to be the final judge as to the merits of all recruitment matters, subject to Clause 11.2.

12. LAYOFF AND RECALL

- 12.1 In the event of a lay-off, seniority within a classification shall govern within the geographical region, either Drayton Valley region or Rocky Mountain House region, provided that the employee has the ability to perform the work available.
- 12.2 When recalling employees after a lay-off, those with the most seniority within a classification shall be recalled first subject to the employee's ability to perform the work available.

13. DISCIPLINARY ACTION

- 13.1 The Employer shall have the right to discipline any employee for just cause.
- 13.2 The parties agree with the concept of progressive discipline.
- 13.3 An employee may request that a Union representative be present at the time the employee is informed of a disciplinary decision to suspend, demote, or discharge.

14. BEREAVEMENT LEAVE

- 14.1 a) In the event of the death of an employee's spouse, including common-law spouse, and/or child, including step-child, up to five (5) days leave with pay will be granted to attend their social and family responsibilities.
- b) In the event of the death of a member or multiple members at one time of the employee's immediate family up to five (5) days leave with pay will be granted to attend to their social and family responsibilities, and that this leave shall include travel time required.

c) Leave under this section must be taken within the ten (10) day period following the date of death

14.2 Immediate family includes parent, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, mother-in-law, father-in-law, step-father and step-mother.

14.3 In the event of a death of a relative who is not immediate family, up to a half day (½) (four (4) hours) with pay may be granted to attend the funeral.

14.4 Employees requesting bereavement leave will discuss leave requirements with their supervisor to reach agreement upon the period of leave required.

14.5 Bereavement leave will not be granted during any period where an employee is on vacation.

15. LEAVE FOR SPECIAL CIRCUMSTANCES

15.1 An employee required to appear in Court as a subpoenaed witness or summoned juror shall be given a leave of absence with pay for that purpose provided that the employee shall pay any fees (excluding expenses paid by the courts) received from that appearance to the Employer, up to the maximum of the employee's salary.

15.2 Where a male employee attends at the birth of his child, the Employer will provide up to one (1) day leave with pay.

15.3 The Employer may grant leaves with pay and with benefits, with pay and without benefits, without pay and with benefits or without pay and without benefits for reasons not defined in this Collective Agreement. In these instances the Employer may require the employee to provide, in writing, the reasons for such leave.

15.4 Critical Illness Leave: In the event of critical illness of an employee's spouse, including common law spouse, and/or child/step-child or other member of the immediate family as defined in Article 14.2, up to three (3) days leave with pay may be granted .

15.5 Subject to Article 2.3 and with prior authorization by the Employer, regular employees shall be granted up to three (3) personal leave days per year. Leave under this section may only be taken in periods of one half (½) day or more.

16. MATERNITY LEAVE AND ADOPTION LEAVE

16.1 The Employer agrees to administer maternity and parental leaves in accordance with the Alberta *Employment Standards Code* as amended from time to time.

16.2 The Employer has implemented a Supplemental Unemployment Benefits (SUB) Plan that will pay ninety-five (95%) percent 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 her 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. The Employer shall advise each employee to apply for Extended Disability Benefits (E.D.B.) benefits at least thirty (30) days in advance of her expected eligibility for such benefit. After ninety (90) consecutive calendar days of sickness the employee shall apply for E.D.B. benefits and no further salary or SUB shall be payable by the Employer.

17. ANNUAL VACATION

17.1 An employee shall earn annual vacation in accordance with the following schedule:

- a) An employee who is employed for less than twelve (12) months will earn vacation pay in accordance with the *Employment Standards Code*.
- b) During the first (1st) continuous year of service, an employee shall earn vacation credits at a rate of ten (10) work days per twelve (12) months.
- c) During the second (2nd) and subsequent continuous years of service, an employee shall earn vacation credits at a rate of fifteen (15) work days per twelve (12) months.
- d) During the eighth (8th) and subsequent continuous years of service, an employee shall earn vacation credits at a rate of twenty (20) work days per twelve (12) months.
- e) During the fifteenth (15th) and subsequent continuous years of service, an employee shall earn vacation credits at a rate of twenty-five (25) work days per twelve (12) months.
- f) During the twentieth (20th) and subsequent continuous years of service, an employee shall earn vacation credits at a rate of twenty seven (27) work days per twelve (12) months.

- g) An employee may request to carry forward any unused earned vacation entitlements from one year to the next, provided that the carried over vacation does not exceed the employees annual entitlement.
- h) By February 15, the Employer shall provide to each regular employee a written statement of their accrued vacation entitlement as at the end of December of the preceding calendar year.

17.2 Employees may take earned vacation entitlements in no less than one (1) day increments providing that there is mutual agreement between the employee and the Employer. In scheduling vacations, where two (2) employees in a school request the same vacation period, seniority shall be the determining factor. The Employer may require an employee to take up to two (2) weeks earned vacation during July and August.

17.3 Subject to clause 17.2 and 17.4, the Employer will endeavour to schedule vacation period(s) at a time mutually agreeable to the employee and the Employer. Should mutual agreement not be reached, the Employer may schedule an employee's vacation period(s) and provide the employee with two (2) weeks notice.

17.4 When an employee is absent for a period greater than thirty (30) calendar days for any reason other than vacation or paid sick leave, no vacation credits shall be earned by the employee for any calendar month during the absence in which the employee worked less than one half (½) of the month.

18. NAMED HOLIDAYS

18.1 Regular and temporary employees covered by this Collective Agreement shall, unless otherwise provided, be entitled to the following named holidays:

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

and any other public holiday proclaimed by the Employer.

18.2 In the event that any of the named holidays specified in clause 18.1 above fall on a regular working day during the period of a regular employee's annual vacation, one (1) extra day shall be added to this annual vacation for each day accruing.

- 18.3 a) If a named holiday specified in clause 18.1 above falls on a Saturday, Sunday or an employee's regular day-off, another day off in lieu of the holiday will be allowed by the Employer.
- b) Notwithstanding clause 18.3 (a), when Remembrance Day falls on a Saturday, Sunday or an employee's regular day off, no day off in lieu of the holiday will be allowed by the Employer.
- 18.4 All hours worked by regular and temporary employees on any of the above named holidays shall, in addition to the regular wage, be paid for at the rate of two (2) times the employee's regular rate of pay.
- 18.5 No holiday pay shall be granted to an employee for any named holiday under this article if the employee is absent the working day immediately before or immediately following the holiday, unless the employee has prior permission of the Employer or produces acceptable proof of illness for such absence.

19. HOURS OF WORK

- 19.1 a) The normal regular hours of work for full-time employees shall be forty (40) per week.
- b) The normal work week for employees will be Monday to Friday unless an employee agrees otherwise or the Employer hires an employee on an arrangement other than Monday to Friday.
- 19.2 In each working day there will be a fifteen (15) minute rest break during the course of four (4) continuous hours of employment. There shall be an unpaid lunch break of not more than one (1) hour during the course of six (6) continuous hours worked.
- 19.3 If an employee is required to work over ten (10) hours in any one (1) day the employee shall be granted a second meal break of not less than one half (½) hour with pay.
- 19.4 A casual employee required by the Employer to report for work shall be paid a minimum of two (2) hours pay at the casual rate of pay.
- 19.5 Subject to the Employer's prior approval, employees may work alternate hours of work during July, August, Spring Break, and Christmas provided that the general principle to be followed is that no additional benefits shall accrue to employees nor shall any benefits be lost.
- 19.6 Nothing in this agreement shall be used or construed as a guarantee of hours of work per day or week or a guarantee of days of work per week.

20. OVERTIME

- 20.1 Overtime requires prior approval by the Employer.
- 20.2 All hours worked which exceed eight (8) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the regular rate of pay.
- 20.3 The Employer, when requested to distribute overtime work, shall distribute such work as equitably as possible among the employees. No employee shall be denied future overtime for failure to work overtime on a given occasion. Should no one be available the Employer has a right to assign overtime.
- 20.4 Any employee called in for work outside of their regular work day shall be entitled to a minimum of two (2) hours pay at the employee's overtime rate of pay. If the employee is required to report to a location that is other than their normal work place, time and, where the employee is required to use his/her own vehicle, kilometrage shall be calculated from the employee's normal work place in accordance with the rate identified in Employer Policy.
- 20.5 Employees 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.

21. WAGE SCHEDULE

- 21.1 The Employer agrees that during such times as this Collective Agreement is in force, it will pay all employees covered by the terms of this Collective Agreement the rates of pay set forth in Appendix "A", attached hereto and marked "Wage Schedule".
- 21.2 Employees shall be paid monthly.
- 21.3 An employee classified as a tradesman who possesses extra journeyman tickets related to the employee's work will be paid an additional seventy five dollars (\$75.00) per month for each extra ticket approved by the Employer.
- 21.4 Where a regular or temporary employee performs the majority of the duties of another position which has a higher classification, the employee shall, after five (5) consecutive work days, be paid the applicable rate of pay for that position, retroactive to the first (1st) day that such duties were performed.

22. MEDICAL AND SICK LEAVE

- 22.1 a) The Employer shall grant to regular employees one and one half (1½) work days of sick leave per month worked. Unused sick leave entitlement may be accumulated to a maximum of sixty-four (64) work days. For an employee who has accumulated a total entitlement of sixty-four (64) work days, the employee's entitlement shall not be reduced below ten (10) work days when the employee returns to work after receiving long term disability benefits.
- b) In determining a temporary employee's six (6) continuous months of employment, the Employer agrees to include a period of casual employment performing the same duties as the temporary position provided that period of casual employment is contiguous with the appointment to the temporary position.
- 22.2 When an employee is absent for a period greater than thirty (30) calendar days for any reason other than vacation, no sick leave credits shall be earned by the employee for any calendar month during the absence in which the employee worked less than one half (½) of the month.
- 22.3 The Employer may require the employee to produce a medical certificate substantiating any illness for which sick leave is claimed.
- 22.4 Sick leave shall be suspended, and the benefits of the Alberta School Employee Benefit Plan (A.S.E.B.P.) Extended Disability shall apply where an employee is so eligible for these A.S.E.B.P. benefits. In the case of an employee who has a reoccurrence of disability as defined by the Extended Disability plan, the suspension of sick leave shall be applicable.
- 22.5 The Employer may require an employee to be examined by a physician named by the Employer, at the Employer's expense.
- 22.6 An employee who is absent on extended disability for twenty-four (24) continuous months shall be terminated by the Employer.

23. HEALTH PLAN BENEFITS

- 23.1 When enrollment and other requirements for group participation in various health plans have been met, the Employer will sponsor such plans to the portion agreed upon, and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.
- 23.2 The Employer agrees to contribute ninety-two point five percent (92.5%) of the premium cost for the following benefit plans for eligible employees:
- i) A.S.E.B.P. Group Life / Accidental Death & Dismemberment Plan 2
 - ii) A.S.E.B.P. Extended Disability Insurance Plan D
 - iii) A.S.E.B.P. Extended Health Care Plan 1
 - (iv) A.S.E.B.P. Dental Plan 3
 - (v) A.S.E.B.P. Vision Plan 3
 - (vi) Alberta Health Care

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

- 23.3 Subject to the provisions of the master policies, all eligible employees on staff or appointed to the staff of the Employer after the signing of this Collective Agreement shall be required to enroll in the A.S.E.B.P. Plans and Alberta Health Care. All eligible employees enrolled in the plans on the signing date of this agreement shall continue to be enrolled in the plans. An eligible employee may be exempted from participation in the Extended Health Care plan, the Dental plan and the Alberta Health Care plan upon submitting proof of participation in these or similar plans through the employee's spouse.
- 23.4 When an employee is absent for a period greater than thirty (30) calendar days for any reason other than vacation or paid sick leave as provided under Article 22, no contributions towards health plan benefits premiums will be made by the Employer for any calendar month during the absence in which the employee worked less than one half ($\frac{1}{2}$) of the month. The employee may continue benefit plan coverage, subject to approval by the plan carrier, provided the employee pays the full portions of the benefit plan premiums.
- 23.5 Payments towards benefit plans by the Employer shall permit the Employer to retain and not pass on to employees any rebates of premiums otherwise required under Human Resources Development Canada.

23.6 The Board will establish a Health Spending Account (HSA) that adheres to Canada Revenue Agency (CRA) requirements. Effective September 1, 2011, the Board will establish annual HSA credits of two hundred and fifty dollars (\$250.00) per eligible employee, contributed in equal monthly installments, pro-rated to an employee's FTE. For the purposes of this article an eligible employee shall be all regular full-time employees and regular part-time employees with an annual FTE of 0.50 or greater.

24. SUBROGATION

24.1 If the employee receives sick leave benefits (for lost income) because the employee has been injured through the fault of another party, the Board has subrogation rights. This means the employee may make a claim to recover the amount of these benefits from the other party. Depending on the amount of the outcome of the claim, the employee may be obliged to reimburse the Board for lost income which have been paid or will be paid to the employee.

25. GRIEVANCE PROCEDURE

25.1 Any grievance arising from the contravention, interpretation, meaning, operation or application of any of the terms of this Collective Agreement shall be subject to Grievance Procedures, and an earnest effort shall be made to settle the difference in the following manner. Either the Union or the Employer may institute a grievance under the terms of this Collective Agreement.

25.1.1 The Union shall institute a grievance within fifteen (15) calendar days of the act(s) giving rise to the grievance.

25.1.2 The Employer shall institute a grievance within sixty (60) calendar days of the act(s) giving rise to the grievance coming to the attention of the Employer.

25.2 The Employer and the Union shall commence the grievance at Step II.

25.3 GRIEVANCE STEPS

Step I - Within fifteen (15) calendar days of the act giving rise to the grievance, the employee(s) concerned, together with the Steward, shall first seek to settle the dispute with the employee's immediate supervisor, who is outside the scope of this agreement. For the purpose of this Article, the immediate supervisor is the Maintenance Supervisor, or, where designated, the principal of the school to which the employee is assigned.

Step II - Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step I, the employee(s) concerned, together with the Steward, shall within five (5) working days submit to the Secretary-Treasurer

of the Employer a written statement of the particulars of the complaint, the article or articles contravened and of the redress sought. The Secretary-Treasurer of the Employer shall render a decision in writing within five (5) working days of receipt of such notice.

Step III - Failing settlement being reached in Step II, the employee(s) concerned, together with a representative of the Union, shall, within seven (7) calendar days of receipt of the decision of the Secretary-Treasurer of the Employer, notify the Superintendent of Schools in writing that it rejects such decision and within the next seven (7) working days a committee of the Board of Education shall review and respond to the grievance.

Step IV - Should the parties fail to reach agreement under the Grievance Procedures, Steps I to III, either party may notify the other party in writing of its desire to submit the grievance to an Arbitration Board. Such written notice must be served within ten (10) days following completion of the Grievance Procedure. The notice shall name the party's appointee to the Arbitration Board. Within five (5) days thereafter the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) appointees selected shall, within five (5) days, select a Chairman.

Step V - If the recipient of the notice fails to appoint a nominee, or if the two (2) appointees fail to select a Chairman within the time limit above, the appointment shall be made by the Director of Mediation upon the request of either party.

- 25.4 The Arbitration Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to it. It shall herein determine the difference of allegation and render a decision within ten (10) days from the time the Chairman is appointed.
- 25.5 The decision of the majority shall be the decision of the Board, and shall be binding on all parties. In no event shall the Board alter, amend or change the terms of this Collective Agreement.
- 25.6 Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision which it shall do within three (3) working days of the service of the Arbitration Board award upon the parties.
- 25.7 Each party to a grievance shall bear the expenses of its respective nominee and the two (2) parties shall bear equally the expenses of the chairperson.
- 25.8 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 or mutual agreement of both parties.

26. PRINTING OF COLLECTIVE AGREEMENT

26.1 The Employer agrees to print this Collective Agreement and make a copy available to each employee.

27. DURATION OF COLLECTIVE AGREEMENT

27.1 Unless otherwise specifically provided for in this Collective Agreement, this Collective Agreement shall be in full force and effective on September 1st, 2009, or, the first of the month following the date of signing of the Collective Agreement by the parties, whichever is the later, through to and including August 31, 2012 and shall continue in full force and effect from year to year thereafter unless written notice to commence bargaining for amendments is given by either party not less than sixty (60) days nor more than one hundred and fifty (150) days prior to the termination of this Collective Agreement.

27.2 Any amendment to this Collective Agreement which has retroactive application shall apply retroactively only to those employees employed as of the date the Collective Agreement is signed by both parties.

IN WITNESS WHEREOF the parties have executed this Collective Agreement this 1st day of September 2011.

FOR Wild Rose School Division No. 66

**FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS,
LOCAL UNION NO. 955**

Keith Warren, Chair

Bruce Moffatt
Business Manager

Gordon Majeran,
Associate Superintendent
Corporate Services

APPENDIX A

Wage Schedule – Effective September 1, 2009 – 4% Increase

Classification	0	1	2	3	4	5
Caretaker I	\$14.88	\$15.60	\$16.36	\$17.08	\$17.83	\$18.60
Caretaker II (up to 20,000 sq. ft.)	\$15.45	\$16.18	\$16.93	\$17.70	\$18.40	\$19.19
Caretaker II (up to 55,000 sq. ft.)	\$16.03	\$16.80	\$17.49	\$18.27	\$18.99	\$19.74
Caretaker II (up to 90,000 sq. ft.)	\$16.59	\$17.37	\$18.10	\$18.84	\$19.57	\$20.33
Maintenance Man	\$18.88	\$19.74	\$20.60	\$21.46	\$22.31	\$23.17
Tradesman	\$25.67	\$26.74	\$27.81	\$28.86	\$29.88	\$31.01
System Support Specialist I	\$26.19	\$27.81	\$29.44	\$31.08	\$32.72	\$34.34
System Support Specialist II	\$33.11	\$34.14	\$35.18	\$36.28	\$37.41	\$38.56

Wage Schedule – Effective September 1, 2010 – 2% Increase

Classification	0	1	2	3	4	5
Caretaker I	\$15.18	\$15.91	\$16.69	\$17.42	\$18.19	\$18.97
Caretaker II (up to 20,000 sq. ft.)	\$15.76	\$16.50	\$17.27	\$18.05	\$18.77	\$19.57
Caretaker II (up to 55,000 sq. ft.)	\$16.35	\$17.14	\$17.84	\$18.64	\$19.37	\$20.13
Caretaker II (up to 90,000 sq. ft.)	\$16.92	\$17.72	\$18.46	\$19.22	\$19.96	\$20.74
Maintenance Man	\$19.26	\$20.13	\$21.01	\$21.89	\$22.76	\$23.63
Tradesman	\$26.18	\$27.27	\$28.37	\$29.44	\$30.48	\$31.63
System Support Specialist I	\$26.71	\$28.37	\$30.03	\$31.70	\$33.37	\$35.03
System Support Specialist II	\$33.77	\$34.82	\$35.88	\$37.01	\$38.16	\$39.33

Wage Schedule – Effective September 1, 2011 – 4.54% Increase

Classification	0	1	2	3	4	5
Caretaker I	\$15.87	\$16.63	\$17.45	\$18.21	\$19.02	\$19.83
Caretaker II (up to 20,000 sq. ft.)	\$16.48	\$17.25	\$18.05	\$18.87	\$19.62	\$20.46
Caretaker II (up to 55,000 sq. ft.)	\$17.09	17.92	18.65	19.49	20.25	21.04
Caretaker II (up to 90,000 sq. ft.)	\$17.69	18.52	19.30	20.09	20.87	21.68
Maintenance Man	\$20.13	21.04	21.96	22.88	23.79	24.70
Tradesman	\$27.37	28.51	29.66	30.78	31.86	33.07
System Support Specialist I	\$27.92	29.66	31.39	33.14	34.88	36.62
System Support Specialist II	\$35.30	36.40	37.51	38.69	39.89	41.12