

COLLECTIVE AGREEMENT
BETWEEN
THE PARKLAND SCHOOL DIVISION



AND

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



EFFECTIVE SEPTEMBER 1, 2018
TO AUGUST 31, 2023

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ARTICLE 1 PURPOSE

- 1.01 The purpose of this Collective Agreement is to provide a method of fair and amicable adjustment of disputes and to stipulate the wages and other conditions of employment between the Employer and those employees who are covered by the provisions of this Collective Agreement.

ARTICLE 2 DEFINITIONS

- 2.01 Permanent Employee: an employee occupying a permanent position who has successfully completed the required probationary period.
- 2.02 Seasonal Employee: an employee occupying a seasonal position.
- 2.03 Temporary Employee: an employee occupying a temporary position.
- 2.04 Casual Employee: an employee other than a permanent, seasonal or temporary employee who has been hired to work on an occasional or intermittent basis.
- 2.05 Probationary Employee: an employee serving a probationary period of employment in a position coming under the scope of this Collective Agreement.
- 2.06 Permanent Position: a set of tasks, duties and responsibilities which require the services of one (1) person and which has been designated by the Employer as being required on a twelve (12) months per year basis indefinitely.
- 2.07 Seasonal Position: a set of tasks, duties and responsibilities which require the services of one (1) person and which has been designated by the Employer as being required for a period of more than five (5) continuous months but less than twelve (12) continuous months on a year to year basis.
- 2.08 Temporary Position: a set of tasks, duties and responsibilities which require the services of one (1) person and which has been established as such by the Employer in which the incumbent is required for a predetermined period of time or for a predetermined task or purpose of not less than three (3) months.
- 2.09 Seniority: the length of continuous employment with the Employer in a position within the scope of this Collective Agreement, including periods of lay-off. Seniority accumulated prior to date of ratification of this Collective Agreement must remain.
- 2.10 Disciplinary Act: is a penalty imposed upon the employee by the Employer and will include a written warning, suspension or dismissal.
- 2.11 Student Employee: an employee other than a permanent seasonal or temporary employee who is twenty-five (25) years of age or less and who has

been hired to work on an occasional or intermittent basis and who is currently attending or will be attending within four (4) months, an education institution. Student employees may be used only for additional work when existing permanent and seasonal employees are not displaced.

- 2.12 In this Collective Agreement (unless otherwise indicated in the contract), all words in the singular shall include the plural and all words in the plural shall include the singular; words of masculine gender shall include the feminine and vice versa.

ARTICLE 3 SCOPE AND UNION RECOGNITION

- 3.01 The Employer recognizes the Union as the sole Bargaining Agent in accordance with Alberta Labour Relations Board Certificate No. 52-95, for all employees of the Parkland School Division, except those covered by Certificate No. 54-95 and Certificate No. 190-95 and those persons exercising managerial or supervisory (as per Clause 3.02) functions or those who are employed in a confidential capacity in matters related to Labour Relations.
- 3.02 The parties hereto agree that the terms managerial and supervisory shall, without limiting the generality of the foregoing, include the following:
- (A) Maintenance Supervisor
 - (B) Director, Student Transportation
 - (C) Safety Officer, Student Transportation
 - (D) Director, Facilities
 - (E) Supervisor of Environmental Services

ARTICLE 4 APPLICATION

- 4.01 Notwithstanding Clause 2.01, casual employees shall receive all the provisions of this Collective Agreement except:
- Article 11: Seniority
 - Article 12: Probationary Employees
 - Article 13: Employee Opportunities (except Clause 13:03)
 - Article 14: Application of Seniority
 - Article 15: Discipline and Dismissal
 - Article 16: Bereavement Leave
 - Article 17: Juror or Witness Leave (Clause 17:06)
 - Article 18: Annual Vacation
 - Article 19: Named Holidays
 - Article 22: Medical and Sick Leave
 - Article 23: Other Benefits
 - Article 24: Grievance Procedure
 - Additional Allowances: Numbers 1-3

Annual vacation and named holidays will be in accordance with the *Employment Standards Code*.

4.02 Notwithstanding Clause 2.01, temporary or student employees shall receive all the provisions of this Collective Agreement except:

- Article 11: Seniority
- Article 12: Probationary Employees
- Article 14: Application of Seniority
- Article 16: Bereavement Leave
- Article 22: Medical and Sick Leave
- Article 23: Other Benefits
- Article 24: Grievance Procedure (in case of termination of employment)
- Additional Allowances: Number 1

ARTICLE 5 MANAGEMENT RIGHTS

- 5.01 The Union recognizes the right of the Employer to management of its land, plant and equipment and the direction of the work forces including the right to hire, promote and/or transfer and the right to discipline, warn, suspend or dismiss 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.
- 5.02 The Union further recognizes the Employer's retention of those residual rights of management that are not specifically limited by the expressed terms of this Collective Agreement.

ARTICLE 6 UNION DUES AND SECURITY

- 6.01 Any employee who, as of the effective date of this Collective Agreement, is a member of the Union in good standing or who may become a member during the life of this Collective Agreement shall, as a condition of employment, continue such membership. All employees covered by this Collective Agreement shall pay monies equal to the established dues of the Union.
- 6.02 Any new employee hired under the terms of this Collective Agreement shall, as a condition of employment, make application for membership in the Union within thirty (30) days.
- 6.03 Notwithstanding Clause 6.02, any new employee who has not applied for membership in the Union, who chooses to opt out of membership of the Union, must notify the Union in writing within thirty (30) days after date of hire of his/her intention to opt out; otherwise such employee will automatically become and remain a member of the Union.
- 6.04 The Employer agrees to forward all Union dues deducted to the Union on or before the fifteenth (15th) day of the next month following the month for which

dues have been deducted, together with a list of its members who had dues deducted in the previous month. Annually or upon request by the Union, the Employer agrees to provide mailing address, job classification, status of employment (permanent, seasonal, temporary or casual) and starting date to the Union.

6.05 Notification of any change in dues as aforesaid shall be given by the Union to the Employer in writing at least thirty (30) days prior to the effective date of change.

6.06 So long as this Union remains the certified bargaining agent for the employees covered by this Collective Agreement, the Employer agrees to recognize the Union as the sole bargaining agent in the matter of all conditions specified in this Collective Agreement.

ARTICLE 7 LABOUR/MANAGEMENT COMMITTEE

7.01 There shall be a Labour/Management Committee consisting of four (4) Parkland School Division employees appointed by the Union and four (4) members appointed by the Employer. The Union Business Agent may also attend. The Labour/Management Committee shall meet quarterly to discuss items of mutual concern. The committee shall not alter, amend, or change the terms of this Collective Agreement.

7.02 In the event of significant staff reductions of a permanent nature affecting Union members, a special Labour/Management Committee meeting may be held before a final decision is made.

ARTICLE 8 DISCRIMINATION

The Employer and the Union mutually agree that at no time will either of them discriminate against any employee covered by this Collective Agreement, because of their membership in, or activity on behalf of the Union, or on account of their specific rights arising under the *Alberta Human Rights Act*.

ARTICLE 9 UNION REPRESENTATIVES AND STEWARDS

9.01 The Employer recognizes the right of the Job Stewards, Chief Stewards and/or the Business Agent to deal with complaints and grievances as permitted by the Collective Agreement.

9.02 The Union shall inform the Employer in writing within ten (10) days of their appointment as to the names and addresses of its officers, negotiating committee members, Job and Chief Stewards and the areas they represent and any other persons who are authorized representatives of the Union in matters which are appropriate under the provisions of this Collective Agreement. The Union shall also inform the Employer in writing of any changes to such a list of names.

- 9.03 The Employer agrees that a Job Steward or a Chief Steward may conduct a review of any dispute within their area arising from the application of this Collective Agreement. Where permission is granted to a Job Steward or Chief Steward from the Steward's designated manager to leave their employment for up to two (2) hours, the Steward shall suffer no loss of pay or benefits. Permission to leave the worksite shall not be unreasonably withheld. The review process may only utilize Employer controlled information after appropriate consent is obtained from the Employer.
- 9.04 When the Employer and the Union agree to participate in meetings or committees during the employee's normal working hours, employees shall suffer no loss of pay or benefits.
- 9.05 Leaves of absence for Collective Bargaining will be limited to a maximum of four (4) employees. The affected wages of the employees on the Union Negotiating Committee during the course of negotiations will be shared equally by the Employer and the Union. Unless otherwise agreed to, negotiation meetings shall be conducted during normal working hours and no further compensation shall be paid for any time in excess of an employee's normal working hours.
- 9.06 The Business Agent of the International Union of Operating Engineers may have access to an employee(s) during their normal working hours to conduct a review of any dispute arising from the application of this Collective Agreement upon prior authorization of the Employer. Permission will not be unreasonably withheld.

ARTICLE 10 CLASSIFICATIONS

- 10.01 The establishment and maintenance of a classification plan covering employees within the jurisdiction of the Union shall be the responsibility of the Employer. The Employer shall develop classification specifications in accordance with the classification plan and shall provide specifications to the Union as they become available. The Employer shall consult with the Union to discuss any changes to the classification specifications prior to implementation.
- 10.02 It is agreed that the Employer may institute new classifications and that the wage rates for these classifications shall be fixed by the Employer in writing within five (5) working days, after consultation with the Union.

ARTICLE 11 SENIORITY

- 11.01 The Employer shall provide, and distribute to each workplace by January 1st of each year, a list of employees' names, including those on lay-off, and most recent date of hire of each employee. A copy of this list shall be sent to the Union at the same time. Where the Union requires seniority information for specific members affected by lay-off or recall, the Union may request and the Employer shall provide such information.

- 11.02 If an employee is promoted or transferred to a position within the Parkland School Division but outside the unit covered by this Collective Agreement and later returns to a position covered by this Collective Agreement, they will maintain their seniority that they had when promoted or transferred but shall not accumulate seniority while working outside the Collective Agreement.
- 11.03 When an employee leaves the Employer's service and is later re-engaged, their seniority shall date from the date of re-engagement.
- 11.04 When vacant positions are being filled and where all other factors are relatively equal, then seniority shall be the deciding factor.
- 11.05 An employee shall lose their seniority and be deemed terminated in the event:
- a) They fail to return to work within seven (7) working days after being notified of their recall from a lay-off, unless an extension is granted by the Employer. In the event of an extension, the Employer may recall the next senior employee able to perform the work on a temporary basis until the recalled employee is available. It shall be the responsibility of the employee to keep the Employer informed of their current address.
 - b) They are laid-off for a period of longer than twelve (12) consecutive months.
 - c) They are absent from work for any reason which includes illness, disability or injury, and the provisions of Clause 22.07, in excess of one (1) year. An extension of up to one (1) year may be granted by the Employer upon written application of the employee.
 - d) They are dismissed for just cause, that is sustained if grieved;
 - e) They resign.

ARTICLE 12 PROBATIONARY EMPLOYEES

- 12.01 The normal probationary period for new employees (except casual) shall be ninety (90) days worked.
- 12.02 The Employer must notify the Union and the employee of the completion of the probationary period in writing.
- 12.03 After the successful completion of the probationary period, seniority must be effective from the date employment commenced.
- 12.04 All new permanent and seasonal employees on probation must be entitled to all terms and conditions of this Collective Agreement except with regard to dismissal. Probationary employees may be terminated at any time during their probationary period at the Employer's sole discretion and no access to the

grievance procedure will be available.

ARTICLE 13 EMPLOYMENT OPPORTUNITIES

13.01 In filling a permanent, seasonal or temporary position the Employer shall notify the Union and post the position on the Employer's website for a minimum of seven (7) working days so that all members will have knowledge of same. Any member may make written application to the Employer if they so desire. The Employment Bulletin shall contain the following information:

- nature of position
- abilities and skills
- shift and rate of pay
- designation - permanent, seasonal or temporary
- regular hours worked per week
- initial employee reporting base

When the Employer is filling a vacancy of three (3) hours or less, or adding additional regularly scheduled hours at a worksite, up to and including three (3) hours, the Employer may distribute the work by seniority to one (1) or more part-time employees employed at the site. If they decline to accept the hours, then the position shall be posted in accordance with this Collective Agreement.

13.02 The Union agrees that it shall be the exclusive right of the Employer to determine which person shall be hired or transferred as the successful applicant to fill a posted vacancy and the Employer agrees that, individual qualifications and ability to do the job being relatively equal, present employees shall have the first opportunity to fill the vacancy.

13.03 Casual and temporary employees shall be considered as "present employees" for the purpose of this Article only, if they have performed a minimum of twenty-two (22) consecutive days at any location within the School Division for the Employer within sixty (60) working days preceding the posting of the Employment Bulletin.

13.04 The Employer shall have the right to fill a vacancy on a casual basis during the posting and selection period for a maximum period of forty-five (45) working days or:

- a) if no qualified employees respond to the job posting (in the Employer's opinion) until the position is filled by a new hire;
- b) in the event that a qualified employee is awarded the position, the thirty (30) working days can be extended a further thirty (30) working days when it is necessary to post a second position as a result of filling the first vacancy. Any further extension will require Union consent.

13.05 The Union hereby recognizes the right of the Employer to be the final judge as

to the merits of all job applications subject to Clause 13.02.

- 13.06 The Business Agent of the Union shall be notified, in writing, of all appointments, hirings, lay-offs, recalls, terminations or leaves of five (5) working days or longer granted to any employee within the bargaining unit.
- 13.07 When a vacancy has been filled, notification of such appointment shall be published in the Division's electronic bulletin.
- 13.08 Any permanent or seasonal employee who fills a posted vacancy or who is promoted or transferred to a position outside the bargaining unit shall be on a trial period for thirty (30) working days. However, 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 the employee to a comparable position.

ARTICLE 14 LAY-OFF AND RECALL

- 14.01 In the event of lay-off by the Employer, employees shall be laid off within each affected department by classification series in the reverse order to their seniority provided that those remaining have the required knowledge, qualifications, abilities and skills to fill the positions available.

It is understood that permanent employees shall also have the opportunity to exercise their seniority rights over seasonal employees and seasonal employees shall also have the opportunity to exercise their seniority rights over casual or temporary employees.

- 14.02 Employees shall be recalled in order of their seniority within each affected department by classification series when work becomes available provided they have the required knowledge, qualifications, abilities and skills to fill the positions available.

It is understood that permanent employees shall also have the opportunity to exercise their seniority rights over seasonal employees and seasonal employees shall also have the opportunity to exercise their seniority rights over casual or temporary employees.

- 14.03 It shall be the responsibility of the employee to keep the Employer informed of their current address.
- 14.04 For the purposes of lay-off and recall, departments are Custodial and Facilities.

ARTICLE 15 DISCIPLINE AND DISMISSAL

- 15.01 In the event of a disciplinary act taken by the Employer, the employee will have the right to be accompanied by an available Union representative.

15.02 A copy of all correspondence related to an act of discipline will be forwarded to the Business Agent of the Union.

ARTICLE 16 BEREAVEMENT LEAVE

16.01 For purposes of this Article, employees will direct requests for leave to their designated supervisor.

16.02 In the event of a death of a member of the employee's immediate family up to five (5) days leave with pay will be granted.

16.03 If considerable travel is involved, up to two (2) days travel time with pay may be granted.

16.04 Immediate family shall mean spouse and child, stepchild, a parent, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, parent of spouse, grandparent, grandchild, or relative who is a member of the employee's household.

16.05 In the event of a death of a close friend, or of a relative who is not immediate family, up to one (1) day with pay may be granted to attend the funeral provided that prior approval is obtained from their designated supervisor.

16.06 Employees requesting a bereavement leave will discuss leave requirements with their designated supervisor.

16.07 Employees shall be entitled to bereavement leave while on vacation and have their vacation reinstated for all days taken due to a death or critical illness in the immediate family.

ARTICLE 17 LEAVE FOR SPECIAL CIRCUMSTANCES

17.01 For the purposes of this Article, except as stated otherwise, employees will direct requests for leave in a timely manner to their designated supervisor or Director.

17.02 The Employer may grant additional leaves with or without pay for reasons acceptable to the Employer.

17.03 When the employee requests this leave, the employee either at the time of the request or upon their return to work, shall provide details, in writing, of the special circumstances requiring such leave.

17.04 An employee shall be granted three (3) days leave with pay per year to care for an injured or ill spouse, child or parent.

17.05 In the event of critical illness in the employee's immediate family, the Employer shall grant up to three (3) days with pay. The employee may be required to provide a medical certificate.

- 17.06 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 received from that appearance to the Employer, up to a maximum of the employee's salary.
- 17.07 An employee shall use a leave of absence only for the purpose for which it is granted. If a leave of absence is used for any other purpose, the employee may be subject to discipline in accordance with Article 15.
- 17.08
- a) An employee on maternity leave shall apply for employment insurance benefits at the earliest opportunity and remain in receipt of such benefits for the full period of time for which employment insurance benefits are available to the employee during the maternity leave. The provisions of Articles 22 and 23 shall only apply to the health related portion of a maternity leave. An employee on maternity leave shall access the supplementary employment benefit plan established by the Employer for salary top up and benefit premium contributions during the health related portion of the maternity leave.
 - b) A pregnant employee who has been employed by the Employer for a continuous period of at least twelve (12) months is entitled to maternity leave without pay. A pregnant employee, as referred to above, is entitled to maternity leave of a period not exceeding fifty-two (52) consecutive weeks commencing at any time during the period of twelve (12) weeks immediately preceding the estimated date of delivery and if the actual date of delivery is after the estimated date of delivery, an additional period consisting of the time between the estimated date of delivery and the actual date of delivery. Subject to Clause 17.09, the maternity leave shall include a period of at least six (6) weeks immediately following the actual date of delivery.
- 17.09 A pregnant employee shall give the Employer at least four (4) weeks' notice, in writing, of the day on which she intends to commence maternity leave and, if so requested by the Employer, shall provide the Employer with a medical certificate certifying that she is pregnant and giving the estimated date of delivery. A pregnant employee is entitled to commence maternity leave, on the expiration of the four (4) weeks' notice given.
- 17.10 An employee, with the agreement of the Employer, may shorten the duration of the six (6) week period following the actual date of delivery by providing the Employer with a medical certificate indicating that resumption of work by the employee will not endanger her health.
- 17.11 An employee who fails to comply with Clause 17.09 and who is otherwise entitled to maternity leave for the period specified in Clause 17.08 if within two (2) weeks after she ceases to work she provides the Employer with a medical certificate indicating that she is not able to work by reason of a medical condition arising from her pregnancy and giving the estimated date of delivery

or actual date of delivery.

- 17.12 When an employee takes maternity leave and is unable to return to work at the expiry of the maternity leave due to a medical condition of the employee or her new born child, upon the employee providing the Employer with a medical certificate before her maternity leave expires, the Employer shall grant the employee a further period of unpaid maternity leave of no more than three (3) weeks.
- 17.13 If during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy of an employee interferes with the performance of the employee's duties, the Employer may, by notice in writing to the employee, require the employee to commence maternity leave under this Article.
- 17.14 An employee who does not give birth to the employee's child shall be granted two (2) days paternity leave with pay at the time of the birth of each of their children. The rate and duration of such paternity leave benefits do not change in the event of a multiple birth.
- 17.15 Leave for the purpose of accessing Compassionate Care Benefits will be granted for up to eight (8) weeks where the employee qualifies with Employment Insurance and such leave will be without pay and with benefits.
- 17.16 If an employee encounters impassable public road conditions in making every reasonable effort to reach the employee's place of work, and is absent from work, the employee:
- a) must notify the employee's immediate supervisor as soon as possible, and
 - b) may apply through exceptional reporting procedures to be paid regular wages for the time missed subject to approval from the employee's designated supervisor.
- 17.17 An employee will receive one (1) day, providing the event occurs on a working day, for the employee's own wedding, convocation, obtaining Canadian Citizenship or graduation from a post-secondary institution and one (1) day for any of the following: a spouse's/partner's, child's or stepchild's wedding, convocation, Canadian Citizenship or graduation from a post-secondary institution, providing the event occurs on a working day, during the employee's working hours and the employee attends the event

ARTICLE 18 ANNUAL VACATION

- 18.01 An employee's anniversary date for the purpose of annual vacation will be based on the date of hiring.
- 18.02 Annual vacation with pay for permanent employees shall be earned semi-

monthly based on contracted full time equivalency hours (FTE):

Length of Service (full years completed)	Annual Entitlement (based on 1.0 FTE)	Hours Earned per Pay Period (24)
0-6 Years	15 Days (120 hours)	5.000 hours x FTE
7-14 Years	20 Days (160 hours)	6.667 hours x FTE
15+ Years	25 Days (200 hours)	8.333 hours x FTE

An employee leaving the service of the Employer with less than one (1) year shall receive pay in lieu of vacation at the rate of four percent (4%) of straight time earnings.

18.03 Seasonal employees shall receive, in lieu of an annual vacation, a payment according to the following schedule:

- a) up to one (1) year of service, four percent (4%)
- b) after completing one (1) year, six percent (6%)
- c) after completing seven (7) years of consecutive service, eight percent (8%)
- d) after completing fifteen (15) years of consecutive service, ten percent (10%).

This amount shall be paid at each pay period.

18.04 Employees may request vacation leave(s) in an amount that is not greater than their total accumulated vacation days earned to date. Subject to orderly operation of the school division, the Employer shall grant such request(s). No employee shall accumulate more than their annual vacation days' entitlement in their vacation bank on August 31st of any year. In the event that the employee has accumulated more than their annual vacation entitlement on August 31st, the Employer shall meet with such employee within thirty (30) calendar days to develop a vacation schedule to reduce their accumulated vacation days below the allowable limit by the following August 31st. If the Employer and the employee are not able to reach mutual agreement on the schedule, the Employer shall schedule vacation for the employee.

18.05 By mutual consent, the above vacation may be taken on one (1) unbroken period, or in the event mutual consent is not possible, a minimum of two (2) weeks may be taken during the summer as scheduled by the Employer.

18.06 All permanent employees shall take their vacation at the discretion of the designated supervisor, pursuant to the terms of this Collective Agreement.

18.07 If two (2) or more vacation requests are received on the same day for the

same vacation time, seniority shall be the deciding factor.

ARTICLE 19 NAMED HOLIDAYS

- 19.01 a) The Employer recognize the following as paid holidays:
1. New Year's Day
 2. Family Day
 3. Good Friday
 4. Easter Monday
 5. Victoria Day
 6. Canada Day
 7. Civic Holiday
 8. Labour Day
 9. Thanksgiving Day
 10. Remembrance Day
 11. Christmas Day
 12. Boxing Day
- b) Hourly-rated employees, paid on the basis of time sheet hours only, will be paid four point eight percent (4.8%) of their calendar year regular earnings.
- c) All other employees will receive pay for the above named holidays for which they are eligible at their regular rate of pay.
- 19.02 In the event that any of the holidays specified in Clause 19.01 above fall on a regular working day during the period of a permanent employee's annual vacation, one (1) extra day shall be added to their annual vacation for each day so accruing.
- 19.03 If a holiday specified in Clause 19.01 above falls on a Saturday, Sunday or regular day off, at any time in the year, an additional one (1) day's holiday will be allowed in lieu thereof.
- 19.04 All hours worked on any of the above named holidays by permanent, seasonal and temporary employees shall in addition to the regular wage be paid for at the rate of two times (2x) the regular rate.
- 19.05 The pay provisions outlined in this Article will apply to work performed on the designated day and not the actual statutory holiday.
- 19.06 Most employees are entitled to general holidays and receive general holiday pay regardless of the day of the week the general holiday falls.
- Employees who work a general holiday are entitled to either:
- a) pay of 1.5 times what they would normally earn for the hours worked in addition to an amount that is their average daily wage, or

- b) their standard wage rate for hours worked plus a day off at a future date and an amount that is their average daily wage for that day off.

Employees who don't work on a general holiday and are eligible for general holiday pay must be paid at least their average daily wage. Average daily wage calculated as 5% of the employee's wages, general holiday pay and vacation pay earned in the 4 weeks immediately preceding the general holiday.

ARTICLE 20 HOURS OF WORK AND OVERTIME

- 20.01 a) The regular work week for all employees shall be Monday to Friday inclusive.
- b) Employees working in the Facilities classifications shall have regular hours of work between the hours of 8:00 a.m. to 4:30 p.m. Monday to Friday, with a one-half (1/2) hour unpaid lunch period. Any work outside of the regular hours of work shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. By mutual agreement between the Employer and the employee(s), these hours of work may be varied.

Employees in the Facilities classifications called out for work that starts one and one-half (1 1/2) hours or less prior to their regular start time shall be paid at the overtime rate, rather than the minimum call-out pay of four (4) hours pay provided for in Clause 20.10.

- 20.02 The regular hours of work for all employees shall be up to forty (40) hours per week.
- 20.03 The regular hours of work for all employees shall be up to eight (8) hours per day.
- 20.04 Overtime requires prior approval by the designated manager.
- 20.05 a) All consecutive hours worked which exceed the daily full time equivalent of 1.00 or total hours worked which exceed the weekly full time equivalent of 1.00 shall be paid for at a rate of one and one-half (1 1/2) times the regular rate.
- b) All time taken as paid leave must be considered as time worked for purposes of computing overtime.
- 20.06 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 five (5) continuous hours worked.
- 20.07 The supervisor or head caretaker, when requested to distribute overtime work,

shall distribute such work as equally 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 supervisor or head caretaker has the right to assign overtime.

20.08 An employee in the Custodial classification working alone during weekend user group functions will be entitled to a one-half (1/2) hour paid lunch break if the shift is six (6) continuous hours worked or more.

20.09 If an employee is required to work over eleven (11) hours in any one (1) day they shall be granted a second (2nd) meal break of not less than one-half (1/2) hour with pay.

20.10 Any employee called in for work outside of their regular work day for a callout less than three (3) hours shall be entitled to a minimum of four (4) hours of wages at the regular rate and mileage at the prevailing Employer rate from and to the employee's residence for the distance traveled in the employee's private vehicle.

Any employee called in for work outside of their regular work day for a callout three (3) hours or greater shall be entitled to the overtime rate and mileage at the prevailing Employer rate from and to the employee's residence for the distance traveled in the employee's private vehicle.

In the event of any subsequent call-outs in the same day, those call-outs shall be paid at the applicable overtime rate for hours worked plus mileage to and from the employee's residence if traveled in the employee's vehicle.

Designated employees called by phone to deal with an emergency response that can be resolved by phone shall be entitled to a minimum of two (2) hours of wages at the regular rate.

20.11 If the designated supervisor determines that there is no work available, four (4) hours of pay will be paid to employees reporting for their regular shift.

It is agreed by the parties that where there is no work available in the employee's classification the Employer may offer alternative work and if such work is declined the minimum specified herein will not be paid.

20.12 Employees will be paid semi-monthly.

20.13 No employee shall be required to take time off in lieu of overtime. Overtime may be taken off at a mutually acceptable time based on one and one-half (1 1/2) hours off for each one (1) hour of overtime worked. Unless the Employer agrees, no more than three (3) banked days can be taken consecutively. If the time off is not taken within a six (6) month period, the time banked shall be paid out at the overtime rate based on the pay rate at which it was earned.

20.14 Employees designated by the Employer as being on call shall receive a

premium of eight (8) hours pay at regular rates for each seven (7) consecutive day period that they are on call. The premium shall be prorated if the employee is designated as being on call for a shorter period of time. When employees are on call, they shall not be entitled to the two (2) hour phone emergency premium provided for in Clause 20.10.

20.15 Employees required to work a split shift shall receive a premium of seventy-five cents (\$0.75) per hour for each split shift worked.

ARTICLE 21 RATES OF PAY AND ACTING INCUMBENCY

21.01 The Employer agrees that during such times as this Collective Agreement is in force, it will pay all persons covered by the terms of this Collective Agreement the minimum rates set forth in Schedule "A", attached hereto and marked "Wage Schedule".

- 21.02
- a) When as the result of the absence of an incumbent, an employee (except a casual employee) is appointed for more than one (1) consecutive work day to temporarily accept the responsibility and to carry out the duties of a position that has a higher pay category than that normally held, the rate of pay shall be equivalent to that which the employee would be entitled if occupying that position. This rate of pay shall be retroactive to the first day of the temporary appointment.
 - b) When as the result of the absence of an incumbent, a casual employee is appointed for more than five (5) consecutive scheduled work days to temporarily accept the responsibility and to carry out the duties of a position that has a higher pay category than that normally held, the rate of pay shall be equivalent to that which the employee would be entitled if occupying that position. For casual employees the higher rate of pay shall be applicable on the sixth (6th) consecutive scheduled work day in that position and any days in that position thereafter except for an approved leave of absence.
 - c) An acting incumbent may also be required to perform some of the duties of their regular position.

ARTICLE 22 MEDICAL AND SICK LEAVE

22.01 For the purposes of this Article, employees wishing to access the medical and sick leave provisions shall notify their designated supervisor.

22.02 The Employer shall grant to the employee one and one-half (1 1/2) work days of sick leave per month. Unused sick leave entitlement may be accumulated to a maximum of one hundred and twenty (120) working days.

22.03 For employees who have accumulated a total entitlement of greater than sixty (60) working days the entitlement shall not be reduced below thirty (30) working days upon return to work after receiving long term disability benefits.

In the event that an employee referred to in Clause 22.03 is absent on sick leave, the days such employee is off work shall first be deducted from the rebuildable credit of up to one hundred and twenty (120) working days rather than from those days in excess of ninety (90) credited to employees of long standing.

- 22.04 The Employer may require the employee to produce a Medical Certificate substantiating any illness for which sick leave is claimed.
- 22.05 The Employer may require an employee to be examined by a physician named by the Employer, at the Employer's expense. A copy of the physician's report and any test results obtained shall be given to the employee.
- 22.06 Modified Return to Work Program:
- a) The modified return to work program is a trial period to allow employees to return to work from extended disability leave or WCB disability. The trial period shall not constitute time worked under Clause 11.05 (c).
 - b) The Union and the Employer recognize that each case must be assessed on the needs of the Employer and the employee and will be "without prejudice".
- 22.07 An employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer, within the meaning of the *Workers' Compensation Act*, shall access monies direct from Workers' Compensation Board for any lost wages. The Employer agrees to waive the employee's portions of the benefit plan contributions that they are participating in at the time any WCB leave occurs except for the employee's portion of the Local Authorities Pension Plan (LAPP) contribution. Employees will be responsible to reimburse the Employer for the employee's portion of LAPP.

ARTICLE 23 OTHER BENEFITS

- 23.01 For each permanent and seasonal employee on the Employer's group with the Alberta Health Care Insurance Plan, the Employer agrees to contribute ninety percent (90%) of the cost of the Plan premium. Seasonal employees on lay-off for a period not exceeding two (2) months may remain on the Employer's group insurance plan and the Employer shall continue the Employer's contributions towards the plan on the same basis as prior to the lay-off.
- 23.02 For each eligible permanent and seasonal employee, the Employer agrees to contribute ninety percent (90%) of the cost of the premium for the following benefits when available to the Employer through a group benefit insurance plan or any other plan as may be agreed upon by the Employer and the Union. Seasonal employees on layoff for a period not exceeding two (2) months may remain on the Employer's group benefit insurance plan and the Employer shall continue the Employer's contributions towards the plan on the

same basis as prior to the lay-off:

- a) Life and Accidental Death and Dismemberment
- b) Extended Health Care
- c) Long Term Disability
- d) Dental Care

23.03 Employer contributions toward benefit plans shall entitle the Employer to retain and not pass on to employees any rebates of premiums otherwise required under Human Resources Development Canada regulations.

23.04 The Employer and employees shall make contributions to the Local Authorities Pension Plan or its successor in accordance with the provisions of that plan.

ARTICLE 24 GRIEVANCE PROCEDURE

24.01 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:

- a) The Union shall institute a grievance within ten (10) working days of the act(s) giving rise to the grievance.
- b) The Employer shall institute a grievance within forty-four (44) working days of the act(s) giving rise to the grievance coming to the attention of the Employer.

24.02 The Employer and the Union shall commence the grievances at Step II.

GRIEVANCE STEPS

STEP I - Within ten (10) working days of the act giving rise to the grievance, the employee(s) concerned together with the Steward shall first seek to settle the dispute in a meeting with the designated manager, and/or appropriate manager.

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 next level of management a written statement of the particulars of the complaint, the Article or Articles contravened and of the redress sought. That manager shall meet with the grievor and the Steward and/or the Chief Steward, and 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 five (5) working days of receipt of the decision of the manager in Step II, notify the Superintendent of Schools in writing, that it rejects such decision and following a meeting between the grievor, Steward, Business Agent and representatives of the Employer to hear the grievance, the Superintendent of Schools shall render a decision within seven (7) working days of receipt of such notice.
- STEP IV - Failing settlement being reached in Step III, the grievor shall notify, within ten (10) working days of receipt of the decision from Step III, the Superintendent of Schools in writing, that it rejects such decision. Within the next ten (10) working days, a grievance committee comprised of two (2) members appointed by the Employer and two (2) members appointed by the Union, shall review the grievance and render a written decision. A majority decision of this committee shall be final and binding upon the parties and any employee affected by the decision.
- STEP V - Should the parties fail to reach agreement under the Grievance Procedures, Steps I to IV, 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) working days following completion of the Grievance Procedure. The notice shall name the party's appointee to the Arbitration Board. Within five (5) working 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) working days, select a Chairman.
- STEP VI - Notwithstanding Step V, both parties, by agreement, may refer a grievance to a single Arbitrator whose decision shall be final and binding on all parties.
- STEP VII - If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to select a Chairman within the time limit above, the appointment shall be made by the Minister of Labour upon the request of either party.
- 24.04 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) working days from the time the Chairman is appointed.
- 24.05 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.
- 24.06 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.

- 24.07 Each party shall pay:
- a) the fees and expenses of the Arbitrator it appoints;
 - b) one-half (1/2) of the fees and expenses of the Chairman;
 - c) one-half (1/2) of the fees and expenses of the single Arbitrator appointed under Step VI.
- 24.08 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties to this Collective Agreement.
- 24.09 At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangement shall be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 24.10 In the event of termination, the grievance shall be advanced to Step III.
- 24.11 If the initiator of a grievance does not receive a response to the grievance within the time limits set forth in this Article 24, the grievance may be advanced to the next step of the grievance procedure unless such time limits have been extended by mutual consent in writing.
- 24.12 For the purpose of the Grievance and Arbitration Articles, working days shall mean days on which the Parkland School Division office is open.

ARTICLE 25 PRINTING

- 25.01 The Employer agrees to print this Collective Agreement and the Union agrees to pay one-half (1/2) of the reproduction cost involved in producing a copy of this Collective Agreement for each affected employee.

ARTICLE 26 DURATION OF COLLECTIVE AGREEMENT

- 26.01 Unless specified elsewhere in this Collective Agreement, this Collective Agreement shall be in full force and effect as of the first (1st) day of September, 2018 and shall continue in full force and effect through and including the thirty-first (31st) day of August, 2023, and from year to year thereafter unless written notice to commence collective bargaining is given by either party not less than sixty (60) nor more than one hundred and twenty (120) days prior to the expiry date of this Collective Agreement.
- 26.02 Negotiated increases or changes will apply only to employees employed at the date of signing the Collective Agreement.

26.03 The notice required hereunder shall be validly and sufficiently served at the office of the Parkland School Division and of the Union.

26.04 If no Collective Agreement is reached at the anniversary date of this Collective Agreement and notice to commence collective bargaining has been served, the Collective Agreement shall remain in effect, until a new Collective Agreement is reached or a strike or lockout occurs.

WAGE SCHEDULE
SCHEDULE A – HOURLY RATES

Facilities Classifications

	Sept 1/18	Sept 1/19	Sept 1/20	Sept 1/21	Sept 1/22
Master Electrician	38.42	38.42	38.42	38.81	39.58
Electrician	37.97	37.97	37.97	38.35	39.12
Plumber	37.97	37.97	37.97	38.35	39.12
Carpenter / Locksmith	37.42	37.42	37.42	37.79	38.55
Painter	35.55	35.55	35.55	35.90	36.62
Maintenance Service Worker II	27.15	27.15	27.15	27.42	27.96
Maintenance Service Worker I	24.73	24.73	24.73	24.98	25.48
Student Employee	15.69	15.69	15.69	15.85	16.16
Courier	24.73	24.73	24.73	24.98	25.48

Custodial Classifications

	Sept 1/18	Sept 1/19	Sept 1/20	Sept 1/21	Sept 1/22
Caretaker I (casual)	20.38	20.38	20.38	20.58	21.00
Caretaker II (caretaker)	22.81	22.81	22.81	23.04	23.50
Caretaker III (chargehand)	24.76	24.76	24.76	25.01	25.51
Caretaker IV (Head Caretaker)	25.51	25.51	25.51	25.76	26.28
Caretaker V (Head Caretaker)	26.27	26.27	26.27	26.53	27.06
Caretaker VI (Head Caretaker)	27.54	27.54	27.54	27.81	28.37

Effective September 1, 2018, a zero percent (0%) increase for all classifications covered under this Collective Agreement is reflected above.

Effective September 1, 2019, a zero percent (0%) increase for all classifications covered under this Collective Agreement is reflected above.

Effective September 1, 2020, a zero percent (0%) increase for all classifications covered under this Collective Agreement is reflected above with a \$150 total added to health spending.

Effective September 1, 2021, a one percent (1%) increase for all classifications covered under this Collective Agreement is reflected above.

Effective September 1, 2022, a two percent (2%) increase for all classifications covered under this Collective Agreement is reflected above.

SCHOOL CLASSIFICATIONS

Level I
(Caretaker VI) Spruce Grove Composite High School
Memorial Composite High School
École Broxton Park School

Level II
(Caretaker V) Blueberry School
Brookwood School
Duffield School
Forest Green School
Graminia School
Greystone Centennial Middle School
High Park School
École Meridian Heights School
Millgrove School
Muir Lake School
Seba Beach School
Stony Plain Central School
Woodhaven Middle School

Level III
(Caretaker IV) Entwistle School
Parkland Village School
Tomahawk School
Wabamun School
Central Office

TRADES APPRENTICES

Fourth year (100% Journeyman Rate)
Third year (90% Journeyman Rate)
Second year (80% Journeyman Rate)
First year (70% Journeyman Rate)

ADDITIONAL ALLOWANCES

- 1. Apprentices will be paid one hundred percent (100%) of their wages based on the established work week (Clauses 20.01, 20.03 and 20.04), semi-monthly while attending trade school as part of their apprenticeship program.
- 2. The Employer will ensure that it carries liability insurance for the actions of all employees in the course of their employment while performing regular or specifically assigned duties and no deduction will be made from any employee on account of premiums, deductibles or claims for actions carried out during the course of their employment.
- 3. Any employee except school custodial staff who works a regularly scheduled shift, in which the majority of hours excluding overtime fall between the hours of 6:00 p.m. and 8:00 a.m. shall receive a premium of thirty cents (\$0.30) per hour for all hours worked during that shift.
- 4. Employees requested to use their own vehicles on school business will be paid at the prevailing Employer rate. The Employer may make regulations governing the submission, approval and payment of claims for employee vehicles used.

IN WITNESS WHEREOF the parties have executed this Agreement this 17th day of December, 2019.

**FOR THE PARKLAND SCHOOL DIVISION
NO. 70**

Lorraine Stewart
Lorraine Stewart, Board Chair

Scott McFadyen
Scott McFadyen, Associate Superintendent,
Secretary Treasurer

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

Chris Flett
Chris Flett, Business Manager

Mike Bourgeois
Mike Bourgeois, Asst. Business Manager,
President