

COLLECTIVE AGREEMENT

Between



**THE GREATER ST. ALBERT ROMAN
CATHOLIC SEPARATE SCHOOL
DISTRICT NO. 734**

and



**THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2550**

September 1, 2016 to August 31, 2019

Faith in Our Students

Passion * Relationships * Commitment * Hope * Innovation * Excellence

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THIS AGREEMENT MADE THIS 23rd DAY OF AUGUST, 2017.

BETWEEN: **THE GREATER ST. ALBERT ROMAN CATHOLIC SEPARATE SCHOOL DISTRICT NO. 734,**
(hereinafter called "The Employer"),

PARTY OF THE FIRST PART

AND **THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2550,**
(hereinafter called "The Union"),

PARTY OF THE SECOND PART

PREAMBLE

It is the intent and purpose of the parties hereto that this agreement shall, to the extent and in the manner specifically provided for herein,

1. Protect and continue to improve the interests of the Employees and the Employer.
2. Provide for the prompt and equitable adjustment of differences which may arise between Employees, the Union and the Employer.
3. Ensure harmonious, efficient and uninterrupted operation of the school system.
4. Recognize that the Employer must continue to serve the public in an efficient manner.

ARTICLE 1 - MANAGEMENT RIGHTS

- 1.1 The Employer retains the rights of management limited only by the express terms of this agreement.

ARTICLE 2 - DEFINITIONS

- 2.1 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer.
- 2.2 (a) REGULAR EMPLOYEE
 - (i) "Regular ten (10) month Employee" means an Employee who is hired to provide services normally offered during the ten (10) months of the school year.
 - (ii) "Regular twelve (12) month Employee" means an Employee who is hired to provide services on a twelve (12) month continuous basis.

(iii) "Full-time Employee" means an Employee who works the full specified hours as outlined in Article 17: Hours of Work.

(iv) "Part-time Employee" means an Employee who works for specified hours, whose hours of work are less than those specified in Article 17: Hours of Work.

b) CASUAL EMPLOYEE

(i) "Casual Employee" means an Employee other than a regular full-time or regular part-time Employee. A casual Employee shall receive only those benefits required by law and the wages stated herein, and shall be subject to discharge on one (1) day's notice.

(ii) A Casual Employee who works eleven (11) or more consecutive days in an assignment shall be paid at the regular rate of pay, retroactive to the first day of this assignment. The position will be posted in accordance with Article 15.3 Promotions and Staff Changes.

2.3 "School year" means the first day of a school year to the day prior to the first day of the next school year, inclusive.

2.4 The terms and conditions of this Agreement, where applicable, shall apply to part-time and casual Employees on a pro-rata basis. Notwithstanding, any Employee who commences employment other than at the start of a school year, shall have their leave entitlements in Articles 22.4, 22.7 and 22.10 prorated for the balance of the school year in which they commenced, on the basis of their length of service in that school year.

2.5 YEARS OF SERVICE

(a) A year of service for increment and vacation entitlement purposes for a regular ten (10) month Employee shall be based on a minimum of 1200 regular hours. Upon reaching 1200 hours, the Employee shall begin to accrue regular hours toward the Employee's next increment. However, no Employee will be eligible to receive an increment before the Employee's first anniversary date of employment and thereafter, at no time will an Employee receive an increment until twelve (12) calendar months have elapsed since their last increment.

(b) A year of service for increment and vacation entitlement purposes for a regular twelve (12) month Employee shall be based on a minimum of 1820 regular hours. Vacation entitlement shall be deemed to be included in the calculation of regular hours. Upon reaching 1820 hours, the Employee shall begin to accrue regular hours towards the Employee's next increment. However, no Employee will be eligible to receive an increment before the Employee's first anniversary date of employment and, thereafter, at no time will an Employee receive an increment until twelve (12) calendar months have elapsed since their last increment.

2.6 The feminine gender shall mean and include the masculine and similarly the singular shall include the plural and vice versa as applicable.

ARTICLE 3 – PROBATIONARY PERIOD

- 3.1 A new Employee covered by the terms of this Agreement shall serve a probationary period of six (6) months probationary period, excluding vacation days, sick leave or other leaves. At the end of this period, she shall be classified as a “Regular Employee”.
- 3.2 An Employee may be terminated at any time during the probationary period and shall be subject to discharge on one (1) day’s notice without recourse to the grievance procedure.
- 3.3 An Employee, during the probationary period, shall receive a written interim evaluation of their performance upon completion of three (3) months of employment. An Employee whose probationary period is interrupted by the months of July and August shall resume their probationary period the following September, subject to Articles 15.3 and 16.12.

ARTICLE 4 - BARGAINING UNIT

- 4.1 The Employer recognizes the Canadian Union of Public Employees, Local 2550 as the sole and exclusive bargaining agent for all Employees as described in the certificate of the Labour Relations Board No. 146-2012 and hereby agrees to negotiation with the Union.
- 4.2 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases of training, sickness, leave of absence, or in emergencies when regular Employees are not available.
- 4.3 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this collective agreement.
- 4.4 A Union bargaining committee shall be elected or appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer in writing of the union members of the committee. Representatives of the Union, while engaged in negotiations with the Employer during regular working hours, shall not incur any reduction in wages provided the Union reimburses the Employer for the cost of a substitute.

ARTICLE 5 - NO DISCRIMINATION

- 5.1 The Employer agrees that there shall be no discrimination with respect to Employees in accordance with Alberta Human Rights, Citizenship and Multiculturalism Act and amendments thereto.

ARTICLE 6 - UNION MEMBERSHIP

- 6.1 All new Employees shall become members of the Union except Employees who work as Noon Hour Supervisors.

ARTICLE 7 - CHECKOFF UNION DUES

- 7.1 The Employer shall deduct from every Employee covered by this agreement, except Employees who work as Noon Hour Supervisors, any dues or initiation fees levied by the Union so long as they are receiving wages from the Employer.
- 7.2 Effective at the beginning of the 2017-2018 school year, the Employer will deduct union dues from Casual Employees under this Bargaining Unit.
- 7.3 Deductions shall be made from the last pay in a month and remitted to the secretary-treasurer of the Union no later than the twentieth (20th) day of the month following. A statement shall accompany these deductions indicating from whom the deductions were made and the amount of each deduction. New Employees will have Union dues deducted commencing with the first full month of employment.
- 7.4 The Employer shall not be held liable in any event which may arise regarding union deductions.
- 7.5 The Union shall advise the Employer, in writing, 30 calendar days in advance of the establishment of, or change in, membership dues or other levies.

ARTICLE 8 - EMPLOYER SHALL ACQUAINT POTENTIAL EMPLOYEES

- 8.1 The Employer agrees to acquaint potential Employees with the fact that a union agreement is in effect and will provide the Employee with a copy of the current collective agreement.

ARTICLE 9 - CORRESPONDENCE

- 9.1 All correspondence between the parties arising out of this agreement shall pass to and from the secretary-treasurer of the Employer and the president of the Union.

ARTICLE 10 – REPRESENTATIVES

- 10.1 An Employee shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees or any other advisor when dealing or negotiating with the Employer or the Employer's authorized designate.

ARTICLE 11 – LIAISON COMMITTEE

- 11.1 The Liaison Committee will discuss the issues of concern that may arise during the term of this collective agreement for the purpose of promoting a harmonious relationship.

The committee shall consist of six (6) members with three (3) representatives from both the union and management. Each party may, at times, request an additional resource person attend the meeting.

Attendance at committee meetings for union representatives will be without loss of pay.

The committee shall meet at least once during the school year, or as necessary, with the dates being determined by the parties.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.1 If any differences concerning the interpretation, application, operation or any alleged violation of the agreement, and further, including any dispute as to whether the difference is arbitrable, arises between the Employer and its Employees, the alleged violation shall be dealt with as follows:
- 12.2 Informal Discussion
The affected Employee and their principal shall meet, prior to Step A of the grievance procedure, to discuss the matter with the intention of reaching resolution.
- 12.3 Step A
An Employee who has a grievance may, together with a union representative, present it to their principal in writing within fifteen (15) days of the occurrence of any alleged violation of the agreement. Such grievance shall set out all particulars of the grievance and the redress sought. The principal shall provide a written reply to the Employee within ten (10) days.
- 12.4 Step B
In the event that the matter is not satisfactorily resolved by the principal, the Employee shall submit in writing to the Secretary-Treasurer, as soon as possible and, in any case, no later than ten (10) days after the answer in writing of the principal, particulars of the grievance and the redress sought. The Secretary-Treasurer shall provide a written reply to the Employee within fifteen (15) days.
- 12.5 Step C
In the event that the matter is not satisfactorily resolved by the Secretary-Treasurer, the Employee shall submit in writing to the Superintendent or designate, as soon as possible and, in any case, no later than fifteen (15) days after the answer in writing of the Secretary-Treasurer.
- 12.6 Step D
The Superintendent or designate shall review the matter within fifteen (15) days of the submission to consider the case, at which time the Employee together with a union representative may, if the Employee so desires, make a representation. The decision of the Superintendent or designate will be sent to the Union and the Employee in writing within fifteen (15) days after the review or representation, whichever is later.

- 12.7 In the event that the matter is not satisfactorily resolved by the Superintendent or designate, either party may submit the matter to mediation.

MEDIATION

The parties may mutually agree to non-binding mediation.

- (a) After receipt of the decision of the Superintendent or designate, under Step D above, within ten (10) days either party may request that a Mediator be appointed to meet with the parties, investigate, and define the issues in dispute and facilitate a resolution.
 - (b) The Mediator shall be appointed by mutual agreement between the parties. In the event of failure to appoint a Mediator, any party may request the Labour Relations Board Mediation Services to make the necessary appointment.
 - (c) The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged. During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
 - (d) The expenses of the Mediator shall be equally borne by both parties.
 - (e) The grievance may be resolved by mutual agreement between the parties. Within ten (10) days of first meeting the parties, having considered the issue(s) in dispute and the terms of the collective agreement, the Mediator shall issue a report including non-binding recommendations.
- 12.8 Failing satisfactory settlement, either party, within ten (10) days of receiving the Superintendent or designate's response in Step D and/or the Mediator's report, may request the matter proceed to arbitration.
- 12.9 (a) The arbitration board shall consist of three (3) members. The Employer and the Union shall each appoint one member to the arbitration board and so advise the other party in writing of the name and address of the appointee within thirty (30) days following receipt of the decision at Step D of the grievance procedure. The third member of the arbitration board shall be the Chairman who shall be selected and appointed jointly by the two arbitration board members appointed by the Employer and the Union. In the event of failure to appoint a Chairman, any party may request the Labour Relations Board Mediation Services to make the necessary appointment.
- (b) The parties may agree on a Single Arbitrator.
- 12.10 The arbitration board shall have no power to add to, subtract from, or modify any of the terms of this agreement.

- 12.11 The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 12.12 The findings and decisions of a majority of the arbitration board is the award of the arbitration board which shall be final and binding upon the parties and upon any Employee affected by it. In the event of no majority, the decision of the chairman governs, and it shall be deemed to be the award of the arbitration board.
- 12.13 The Employer and the Union shall bear the expense of their respective appointees to the arbitration board, and the expense of the Chairman shall be equally borne by both parties.
- 12.14 All of the time limits related to the grievance procedure shall be exclusive of Saturdays, Sundays and statutory holidays.
- 12.15 Where a dispute involving a question of general application or interpretation of this agreement occurs between the Union and the Employer, the grievance shall be initiated at Step B of the grievance procedure within and no later than fifteen (15) days of the occurrence.
- 12.16 The purpose of the grievance procedure provisions is to ensure that any grievance is processed in an expeditious manner. Therefore, compliance with the provisions is mandatory. If the Employer fails to comply with the provisions of this procedure, the grievance is processed to the next step. If the grievor fails to comply with the provisions of this procedure, the grievance is considered abandoned.
- 12.17 Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.

ARTICLE 13 - DISCHARGE CASES

- 13.1 An Employee may be discharged only for just cause. An Employee considered by the Union to be wrongfully or unjustly suspended or discharged shall be entitled to the grievance procedure.
- 13.2 Whenever the Employer or its authorized agent deems it necessary to censure an Employee in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such Employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Employee involved.
- 13.3 The Union shall be advised, in writing, of the discharge or censure of any Employee.

ARTICLE 14 - SENIORITY

- 14.1 For the purpose of this article Seniority shall mean the date on which a Regular Employee's continuous service within the bargaining unit commenced.

- 14.2 In the event that more than one Employee commences work on the same date, within the bargaining unit, seniority will be defined by the Date and Time stamped by the Human Resources Department on the signed Letter of Offer.
- 14.3 Seniority is preference or priority measured by length of service with the Employer and will be based strictly on the Employee's date on which their continuous service commenced within the bargaining unit and subject to Article 14.6.
- 14.4 The Employer shall maintain a seniority list showing the date upon which an Employee's service commenced, and an up-to-date seniority list shall be sent to the Union by August 31 of each year.
- 14.5 Until the Employee has served the required probationary period with the Employer, the Employee shall have no seniority rights and discharge, layoff or transfer shall not be the subject of a grievance. Seniority, upon completion of probationary period, will be dated to date on which their continuous service commenced within the bargaining unit.
- 14.6 When an Employee leaves the Employer's service or is dismissed for just cause and is later re-engaged, their seniority and other benefits shall date only from the time of their re-engagement.
- 14.7 Seniority, where qualifications, required knowledge, education, skills and ability are relatively equal, shall be used in determining preference or priority for promotion, transfer, layoff, permanent reduction of the workforce and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

- 15.1 If an Employee is transferred to a position covered by the Union's certificate, that Employee shall be on a trial period in their new position for a period of three (3) months.
- 15.2 Should the Employee not satisfactorily fulfill the requirements of the new position, they shall revert back to their former position and wage rate without loss in seniority.
- 15.3 When a new position or vacancy occurs with a duration of six (6) weeks or longer, it shall be posted on applicable bulletin boards throughout the school system for a period of five (5) working days so all eligible Employees will have the opportunity to apply. The posting shall outline the nature of the position, location of the position, qualifications, required knowledge and education, skills and wage or range. A copy of such postings shall be given to the president of the Union and, upon completion of the posting and necessary interviewing, the Employer may call for applications for new positions or vacancies. Where more than one Employee is considered for a position, the Employer shall consider the seniority of such Employees where qualifications, required knowledge, education, skills and ability are relatively equal. Applicants shall be notified in writing once the vacancy or new position has been filled and the Union shall be notified, in writing, of the successful applicant.

- 15.4 When the regular hours of work of a position are changed, such that the hours of work result in eligibility for ASEBP benefits, LAPP and/or full-time employment, the position will be posted in accordance with Article 15.3.
- 15.5 In the event of unexpected vacancies or special contingencies, the Superintendent or designate may make such temporary transfers and/or hire temporary outside help as required in the interests of efficiency when a regular Employee is not available. Where such assignments are anticipated to have a duration of more than five (5) working days, the Union shall be advised in writing within two (2) working days of implementation of such arrangements.
- 15.6 An Employee who is transferred or reclassified to a higher classification shall receive the rate of pay in that higher classification, maintaining the same number of years service.
- 15.7 An Employee who is transferred or reclassified to a lower classification shall receive the rate of pay in that lower classification, maintaining the same number of years service.

ARTICLE 16 – TEMPORARY SUMMER LAYOFF, GENERAL LAYOFF, AND RECALL

General

- 16.1 (a) Lay-off is not a normal occurrence, except for ten (10) month Employees during summer recess, but may be necessary in certain circumstances.
- (b) Prior to a position layoff process occurring, the Employer and the Union recognize the value of meeting to discuss how the processes will take place and review the current seniority list and any other relevant factors.

Temporary Summer Layoff (Ten Month Employees)

- 16.2 (a) A ten (10) month Employee is subject to a temporary summer layoff.
- (b) Employees on temporary summer layoff, with a recall date, are eligible for Employer contributions to the Employee health plan benefits during the summer layoff.
- (c) In the event a Regular Employee, on a temporary summer layoff, is not recalled to work by the designated commencement date of the new school year, the regular Employee shall remain on layoff and be subject to the recall provisions under this Article.

General Layoff

- 16.3 Layoff occurs when, in the opinion of the Employer, it becomes necessary to:
- (i) reduce the number of Regular Employees; or
- (ii) reduce the FTE of Regular Employee(s) by one (1) hour or more per day.

- 16.4 Where there is a reduction in the number of Regular Employee(s) or a reduction of FTE of Regular Employee(s) by one (1) hour or more per day, the Regular Employee(s) with the least seniority within the school and the same classification, shall be the first (1st) Employee(s) laid off.
- 16.5 Where there is no reduction of the FTE of a Regular Employee moved from one position to another, within the same pay group and classification, this is considered a transfer rather than a layoff. The trial period referred to in Article 15.1 shall not apply in this circumstance.

Notice Provisions

- 16.6 The Employer will notify Employees at least fourteen (14) calendar days prior to the layoff. If the Employee is not provided with the opportunity to work during the notice period, the Employee shall be paid an amount equal to the regular wages the Employee would have earned in the fourteen (14) calendar day notice period at no less than the basic rate of pay for the regular position they occupied prior to the layoff notice.
- 16.7 Notice of layoff shall be in writing and provided through interoffice mail (paper or electronic) and directed to the Employee's worksite, if the Employee is working, or sent to the Employee's home address on file, if the Employee is not at work.

Consultation

- 16.8 A consultation meeting will be arranged by the Employer:
- (a) Between the Employee, an Employer Representative(s), and a Union Representative(s) at which time the Employee will be advised of available vacant positions into which they may be placed with:
 - (i) Same FTE and classification, subject to Article 14.7 or
 - (ii) Lower FTE and/or classification, subject to Article 14.7.
 - (b) In the event the Employee is placed, in accordance with this Article, in a position with a lower hourly rate, the Employee shall receive the rate of pay for that classification, closest to, but not in excess of, the rate of pay in the position at time of layoff.
 - (c) In the event the Employee accepts a vacant position at a lower FTE and/or classification, the Employer will endeavor to return the Employee to their FTE immediately prior to layoff.
- 16.9 An Employee who declines placement, in the process described in 16.8 (a) in a vacant position within the pay group shall not be eligible to displace another Employee and shall forfeit recall rights.

Displacement

- 16.10 If a vacant position is not available, subject to Article 14.7, an Employee may displace another Employee with less seniority subject to the following sequence:
- (a) first, the least senior Employee in the same FTE and same classification; or

- (b) next, the least senior Employee with the same FTE within the same pay group; or
- (c) next, the least senior Employee with a lower FTE within the same pay group.

16.11 An Employee choosing not to displace another Employee retains the right to recall for a maximum of six (6) months.

Recall

16.12 Subject to Article 14.7, Employees shall be recalled when work becomes available.

16.13 Employees on layoff and subject to recall shall be informed of all currently available positions by email from the Employer. An Employee so notified shall advise the Employer, in writing, of their intentions. If they do not report to work within five (5) working days of receipt of the Employer's email, their services shall be regarded as terminated. The services of any Employee who has not been recalled within twelve (12) months, from the last day worked for the Employer, shall be regarded as terminated.

16.14 Subject to Article 14.7, no new Employees shall be hired until Employees on the layoff/recall list have been given an opportunity of recall.

16.15 Recall rights shall be forfeited if:

- (a) an Employee refuses recall to a position with an equivalent FTE within the same pay group from which laid off;
- (b) the Employee accepts a recall and returns to a position in the same pay group and FTE;
- (c) the Employee applies on a posted position and is successful in accordance with Article 15;

Casual Hours During Layoff

16.16 (a) Employees recalled for casual hours within their own classification during the layoff period shall be paid at their regular level and step.

(b) In the event that a Regular Employee on layoff accepts an offer to work casual hours, such Employee shall be governed by the Collective Agreement provisions in Article 24, however, such Employee's recall status and seniority standing upon recall shall not be affected by the period of casual hours.

(c) Priority for casual hours within the Employee's classification will be given to Employees on layoff, up to the Employee's previous FTE.

ARTICLE 17 - HOURS OF WORK

17.1 (a) The normal hours of work for full-time, ten (10) month Employees, shall be thirty (30) hours, or more, per week. Part-time ten (10) month Employees shall have the applicable

terms and conditions of this agreement prorated based on the thirty (30) hours per week (not to exceed full-time entitlements).

- (b) The normal hours of work for full-time, twelve (12) month Employees, shall be thirty-five (35) hours per week. Part-time twelve (12) month Employees shall have the applicable terms and conditions of this agreement prorated based on the thirty-five (35) hours per week.
- 17.2 The normal hours of work shall be exclusive of meal times and shall be Monday to Friday, wherever possible.
- 17.3 All Employees shall be entitled to one (1) paid fifteen (15) minute break in each half day worked, of not less than three (3) hours, at a time scheduled by the principal/designate.
- 17.4 Employees working five (5) hours or more per day shall be entitled to a minimum thirty (30) minute unpaid lunch break at a time scheduled by the principal/designate.
- 17.5 An Employee reporting for work on their regular shift shall be paid their regular rate of pay for the entire period of work, with a minimum of two (2) hours pay.
- 17.6 The Union shall be informed, in writing, of any change in the number of regular weekly hours of work of an Employee.

ARTICLE 18 – OVERTIME AND TIME OFF IN LIEU OF EXTRA HOURS WORKED

Overtime

- 18.1 a) All overtime must be authorized by the principal/designate, and any hours worked in excess of seven (7) hours per day or thirty-five (35) hours per working week shall be considered overtime.
- b) All hours worked on a Named Holiday or an Employer declared holiday in accordance with Article 19.
- 18.2 Overtime shall be paid at the rate of time and one-half (1 1/2) the Employee's basic hourly rate. Pursuant to Section 23 of the Alberta Employment Standards Code, at the Employee's option, time off in lieu of overtime at straight time may be taken at a mutually agreed upon time between the Employee and their principal. Banked overtime which has not been taken as time off in lieu shall be paid at the end of June of each year at the overtime rate.

Time in Lieu

- 18.3 An Employee, who works in excess of their regular daily hours but less than the hours specified in 18.1 (a) and (b) may take banked hours as time in lieu. All time in lieu must be pre-authorized by the principal/designate.
- 18.4 Time off in lieu of extra hours worked shall be taken within the school year in which they are earned. Time off in lieu shall be taken at a mutually agreed upon time by the Employer and the Employee.

- 18.5 Any time in lieu earned but unused in a school year shall be paid out at the end of June of each year at the regular hourly rate.

ARTICLE 19 - NAMED HOLIDAYS

- 19.1 All regular Employees will be paid their normal basic pay for the named holidays listed below:

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

and any other day proclaimed as a holiday by the dominion, provincial or municipal government, or Employer.

- 19.2 An Employee will not be eligible for a named holiday or pay for that holiday when a named holiday falls within a period of leave other than vacation leave. Should a named holiday fall within an Employee's period of vacation leave, such Employee shall, at the Employee's option, be paid for the named holiday or receive another day off with pay at a time which is mutually agreed upon by the Employee and the Employer.
- 19.3 Subject to Article 19.2, when any of the above named holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday or preceding Thursday and/or Friday shall be deemed to be holidays for the purpose of this agreement.
- 19.4 Subject to Article 19.2, Employees who are not required to work on the above named holidays shall receive holiday pay equal to one normal day's pay. Employees required to work shall, in addition to their basic regular day's pay, receive one and one-half (1 1/2) times their regular pay for each hour worked.
- 19.5 Articles 19.1, 19.2, 19.3, and 19.4 shall not apply when Remembrance Day falls on a day that is not a required workday for the regular Employee.

ARTICLE 20 - VACATIONS

- 20.1 All Employees who begin or terminate employment in mid-year will have their vacation entitlement pro-rated.
- 20.2 For the purpose of this article, "vacation year" means the twelve (12) month period commencing September 1 to August 31 of the following year.

- 20.3 Vacation entitlement is earned during each full month of continuous service and may be taken after it has been earned upon approval by the supervisor, except as outlined in Article 20.11.
- 20.4 An Employee who is on sick leave or extended disability leave at the time vacation would otherwise be taken and who has submitted an approved medical certificate shall be eligible to defer use of accumulated vacation credits, as can be mutually agreed;
- (a) during the two school years following return to work from sick leave, or
 - (b) during the school year following return to work from extended disability leave.
- 20.5 An Employee who has been unable to use accumulated vacation credits in accordance with 20.4 (a) or (b) shall have them paid out.

TWELVE-MONTH EMPLOYEES

- 20.6 Vacation entitlement - up to and including the eighth (8th) year of service, vacation shall be earned at the rate of one and one-quarter (1 1/4) days for every full month worked during the vacation year. Annual vacation entitlement equates to fifteen (15) days.
- 20.7 Vacation entitlement for more than eight (8) years of service shall be earned at the rate of one and two-thirds (1 2/3) days for every full month worked during the vacation year. Annual vacation entitlement equates to twenty (20) days.
- 20.8 Vacation entitlement for more than fourteen (14) years shall be earned at the rate of two and one-twelfth (2 1/12) days for every full month worked during the vacation year. Annual vacation entitlement equates to twenty-five (25) days.
- 20.9 Vacation entitlement for more than nineteen (19) years of service shall be earned at the rate of two and one-half (2 1/2) days vacation with pay for every full month worked during the vacation year. Annual vacation entitlement equates to thirty (30) days.
- 20.10 Any carry-over of vacation must be given approval by the Employer.

TEN-MONTH EMPLOYEES

- 20.11 Vacation entitlement up to and including the eighth (8th) year of service shall be fifteen (15) days annually. Vacation days are to be taken during Christmas Break, Spring Break and Annual Teachers' Convention.
- 20.12 Employees employed for more than eight (8) years will be entitled to five (5) extra vacation days. The first fifteen (15) vacation days must be taken in accordance with Article 20.11 and the balance may be taken in accordance with Article 20.3.
- 20.13 Employees employed for more than fourteen (14) years will be entitled to ten (10) extra vacation days. The first fifteen (15) vacation days must be taken in accordance with Article 20.11 and the balance may be taken in accordance with Article 20.3.

20.14 Employees employed for more than nineteen (19) years will be entitled to fifteen (15) extra vacation days. The first fifteen (15) vacation days must be taken in accordance with Article 20.11 and the balance may be taken in accordance with Article 20.3.

20.15 All unused vacation entitlement will be paid out at the end of May.

ARTICLE 21 - SICK LEAVE

21.1 Sick leave is defined as a period of time an Employee is absent from work due to disability or illness for which the Employee is not eligible for compensation under the Workers' Compensation Act or the Employment Insurance Act.

21.2 Sick leave shall be granted to regular full-time and regular part-time Employees who have had no less than three (3) months continuous service with the Employer.

21.3 a) For Employees with less than four (4) continuous years of employment, sick leave shall be earned at the rate of two (2) working days per month for each full month worked at the Employee's regular rate of pay.

b) All Employees who have completed four (4) continuous years of employment, shall have available sick leave entitlement with pay and benefits of ninety (90) calendar days. This period shall serve as the elimination period for the extended disability benefit plan.

c) An Employee who has completed four (4) continuous years of employment and has been absent or sick and returns to regular duties shall have ninety (90) calendar days of sick leave entitlement reinstated.

21.4 Family Care

Where no one other than the Employee can provide for the needs during illness of a child, spouse or parent, an Employee shall be entitled, after notifying their supervisor, to use a maximum of three (3) accumulated sick leave days per year for this purpose.

21.5 Employees reporting off sick shall do so to the immediate supervisor as early as possible (unless unusual circumstances do not permit) before the commencement of their duties. Failing to do so, the Employee will be considered absent from duty without leave.

21.6 The Employer requests that:

a) A certificate may be required from a qualified medical doctor or dentist for sickness of three (3) working days or less at the discretion of the Superintendent.

b) A certificate is required from a qualified medical doctor or dentist for sickness in excess of three (3) working days.

21.7 A record of all unused sick leave shall be kept by the Employer. Any Employee is to be advised, on application, of the amount of sick leave accrued to their credit.

- 21.8 Sick leave without pay may be granted at the discretion of the Employer.
- 21.9 It is understood that an Employee who becomes eligible for receipt of disability benefits as provided in the Alberta School Employee Benefit Plan will not be entitled to receive cumulative sick pay benefits.
- 21.10 In the event that an Employee has insufficient sick leave to provide full wages during the qualifying period of ASEBP Extended Disability benefits, and the Employee is accepted by the insurance carrier as an EDB claimant, the Employer shall pay the wages of the Employee for the period of insufficient sick leave to a maximum of ninety (90) calendar days once the Employee is accepted by the insurance carrier as an EDB claimant.
- 21.11 During such time as an Employee is in receipt of Workers' Compensation benefits, pay will be maintained at the rate to which that Employee is entitled.

ARTICLE 22 - LEAVE OF ABSENCE

- 22.1 All leaves of absences shall be without pay unless otherwise provided by the Employer.
- 22.2 A request for leave of absence shall be in writing and may be granted at the discretion of the Employer.
- 22.3 Any Employee who is absent without just cause and without the written authority of the Employer may be considered to have terminated their employment.
- 22.4 Leave of absence without loss of pay or benefits for not more than six (6) working days in total in any school year shall be granted for the following:
- a) Maximum of five (5) consecutive working days because of critical illness or death of a spouse, child, parent of the Employee or Employee's spouse, brother, sister, grandchild or grandparent, son/daughter-in-law, or brother/sister-in-law of the Employee or Employee's spouse.
 - b) Maximum of two (2) working days for anyone not mentioned in 22.4(a).
 - c) Extensions to the above may be granted at the discretion of the Employer.
- 22.5 An Employee may be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause.
- 22.6 Upon reasonable request to the Employer, an Employee elected or appointed to represent the Union shall be allowed a leave of absence, without loss of pay or benefits to conduct business on behalf of the Union. The Employer will pay the Employee their regular pay and benefits. The Union will reimburse the Employer upon receipt of an invoice, at the Employee's rate of pay, excluding any benefit cost, for the time lost during the leave of absence.

- 22.7 Leave of absence, without loss of pay or benefits, for one (1) working day shall be granted for the Graduation or Convocation of the Employee or an immediate family member of the Employee.
- 22.8 Jury Duty
The Employer shall grant a leave of absence with pay and benefits:
- a) for jury duty, jury selection, or any summons related thereto.
 - b) To answer a subpoena or summons to attend as a witness, other than as the accused/defendant, in any proceeding authorized by law to compel the attendance of witnesses provided that the Employee remits to the Employer any witness fee or jury stipend (excluding allowances and/or expenses) set by the court or other body.
- 22.9 An Employee is entitled to a temporary leave of absence with pay because of impassable roads or suspension of public transportation facilities in the local area. Such Employee shall first provide notice to their principal/designate, or as soon as reasonably possible thereafter.
- 22.10 In addition to the foregoing, an Employee may apply for a leave of absence for other personal reasons. The Employer may grant such leave with pay and benefits providing the leave does not exceed five (5) days in the school year. For the first occasion when leave is taken, and a casual Employee is retained, the Employer shall pay the cost of the casual Employee, up to one (1) full day. For the remainder of this leave, the cost of a casual Employee under Schedule A will be deducted from the Employee's earnings. For ten (10) month Employees, these deductions shall apply to instructional days only. If no casual Employee is required or available during this personal leave, the cost paid by the Employee shall be transferred to a divisional fund to be used for professional development activities that meet divisional goals and strategies. Decisions concerning the use of this fund shall be made jointly by the Employer and the Union.
- 22.11 Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds one (1) month. The Employee's increment date shall also be adjusted by the same amount of time.
- 22.12 If an Employee is granted a leave of absence of more than one month's duration, and that Employee is covered by any or all of the plans specified in Article 25, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plan.

ARTICLE 23 – MATERNITY AND PARENTAL LEAVE

- 23.1
- a) Employees who have been employed for at least twelve (12) consecutive months are entitled to maternity leave, to a maximum of fifteen (15) weeks.
 - b) For Employees identified in 23.1(a) the months of July and August shall be included.

- 23.2 The maternity leave will begin at the discretion of the Employee. The Employee shall, when possible, notify the Employer of her leave requirements three (3) months in advance of the first day of leave. Such notice shall include the expected due date.
- 23.3 The Employer may request a statement from a physician indicating the approximate date of delivery.
- 23.4 Maternity leave shall be without pay and without loss of seniority but with Employer contributions to Employee benefits as provided in Article 23.5.
- 23.5 When, during the maternity leave, an Employee is unable to work for medical reasons associated with her pregnancy, the Employee shall be eligible for the Employer's supplemental unemployment benefits (SUB). The Employer shall supplement the EI benefits received by the Employee to an amount equal to the Employee's normal weekly earnings during the health-related portion of the leave falling within the EI entitlement period. The supplemental benefit shall replace sick leave benefits, and the Employee shall have no access to sick leave benefits during maternity leave with the exception of illness claims occurring prior to the commencement of the Employee's entitlement period. The Employer shall pay its portion of each Employee's health plan premiums during the preliminary eighteen (18) weeks of maternity leave. The Employer agrees to supplement EI benefits for a maximum of thirteen (13) weeks or for the period covered by accumulated sick leave, whichever is less.
- 23.6 An Employee, upon request to the Superintendent, will be granted one (1) day paternity leave with pay, for the birth of his child, provided that this leave shall be taken within three (3) days of the birth.
- 23.7 Parenting leave may be available to either or both parents of a newborn or newly adopted child. However it shall be at the discretion of the Superintendent as to whether both parents may use leave at the same time.
- 23.8 Parenting leave shall be without pay, without Employer contributions to Employee benefits, and without loss of seniority for a maximum of thirty-seven (37) weeks.
- 23.9 Employees shall notify the Employer of their intent to take such leave as soon as possible, but no later than four (4) weeks preceding the effective date of the leave (except in the case of adoption where it may not be possible to do so).
- 23.10 Employees shall establish their return date in consultation with the Superintendent. Where possible, return shall be at natural breaks in the school year, understood to also include reporting periods. The Employee may terminate the leave at any time with a four (4) week prior notice, in writing, to the Employer.
- 23.11 The Employee will be returned to the position held at the commencement of the leave or to a comparable position. Employees not returned to the same position shall be given reasonable notice of their change of assignment.
- 23.12 Employees wishing to extend parenting leave may apply for such leave in accordance with Article 22.5.

ARTICLE 24 - PAYMENT OF WAGES

- 24.1 The Employer shall pay wages in accordance with Schedule "A" attached hereto and forming part of this Agreement. An Employee, on commencement of employment, shall be placed at the first step on the appropriate wage schedule for the position to which the Employee is assigned. The Employer may, however, place an Employee above the first step where the Employer determines that the qualifications and experience of the Employee warrants such placement.
- 24.2 On each pay day, each Employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.
- 24.3 When an Employee is temporarily assigned to a higher-rated position for five (5) consecutive working days or more, the Employee shall receive the rate of pay for the length of the assignment to that position.
- 24.4 When an Employee is temporarily assigned to a position paying a lower rate for ten (10) consecutive working days or less, the Employee's rate shall not be reduced.
- 24.5 The Employer will endeavor to equalize payment of wages, for ten (10) month Employees, when employed for the full school year, according to the following schedule on a monthly basis:

(Hourly rate X no. of hours worked per day) X (no. of days worked in school year + named holidays and school breaks)

Number of months worked (normally ten)

ARTICLE 25 - EMPLOYEE BENEFIT PLANS

- 25.1 When enrollment and other requirements for group participation in various plans have been met, the Employer may sponsor such plans to the portions agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency. To clarify, Employees working fifteen (15) hours or more per week are eligible, subject to carrier approval, for enrolment in the Employee health benefit plan. Contributions for Employees who work less than full-time (30 hours or more per week) are on a pro-rata basis as outlined in Article 2.4.
- 25.2 The Employer shall pay one hundred (100) percent of the applicable premium of ASEBP Life and Accidental Death and Dismemberment Plan, Schedule II.
- 25.3 The Employer shall pay one hundred (100) percent of the applicable premium of the ASEBP Extended Disability, Plan D.
- 25.4 The Employer shall pay one hundred (100) percent of the applicable premium of the ASEBP Extended Health Care Plan I.

- 25.5 The Employer shall pay one hundred (100) percent of the applicable premium of the ASEBP Dental Plan 3.
- 25.6 The Employer shall pay one hundred (100) percent of the applicable premium rate for Alberta Health Care only when the premium is not paid by another source.
- 25.7 As a condition of employment, Employees shall participate in the life and disability plans provided.
- 25.8 Payments made towards the 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 Employment Insurance Commission regulations.
- 25.9 Eligible Employees will be entitled to join the Local Authorities Pension Plan based upon pension regulations and guidelines and Employer policy.
- 25.10 a) The Employer will provide for participation in the Local Authorities Pension Plan for regular Employees. Registration in the plan is a condition of employment for all regular Employees meeting the following requirements:
- i. member of approved participating class.
 - ii. must render service on a continuous basis of thirty (30) hours or more per week.
 - iii. successfully completed the probationary period.
- b) The Employer will provide for Employees with twenty (20) to thirty (30) hours of weekly employment to opt-in to LAPP.
- 25.11 **Health Spending Account**
The Employer agrees to contribute an amount equal to one percent (1%) of each eligible Employee's annual regular employment earnings during each fiscal year to a health care spending account for the benefit of that Employee and their dependent(s). This program will be administered under the Alberta School Employee Benefit Plan and is subject to Revenue Canada guidelines.
- a) Employees who work 600 or more regular hours per year are eligible to participate in the Health Spending Account.
 - b) There will be a minimum of \$40.00 per month contribution to the Health Spending Account for each eligible Employee.
 - c) There shall be no minimum contribution in the months of July and August.
 - d) There will be a maximum of \$50.00 per month contribution to the Health Spending Account for each eligible Employee.
 - e) Monthly contributions will cease during unpaid leaves of absence in excess of thirty (30) calendar days and the unpaid portion of maternity leave.

ARTICLE 26 - PROFESSIONAL DEVELOPMENT

- 26.1 With prior approval of the Employer, the Employer shall reimburse an Employee for tuition costs relative to a course taken to upgrade their skills as follows:
- a) The Employer shall pay up to one hundred (100) percent of the tuition costs of a course if it directly pertains to the Employee's work.
 - b) The Employer shall pay up to fifty (50) percent of the tuition costs of a course if it indirectly pertains to the Employee's work.
 - c) The Employee submits receipts for tuition costs incurred.
 - d) The Employee submits evidence of successful completion of the course.

ARTICLE 27 – EVALUATIONS AND PERSONNEL FILES

- 27.1 The Employer shall strive to provide each Employee a yearly evaluation. The absence of an evaluation shall mean the Employee meets expectations.
- 27.2 An Employee shall have the right by appointment made at least two working days in advance, to have access to and review their personnel file and records as established after the date of hiring and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. The president of the union local shall receive a copy of any letter of discipline provided to a member of this bargaining unit.

ARTICLE 28 – TERMINATION AND RESIGNATION

- 28.1 An Employee intending to terminate employment with the Employer shall give a minimum of fourteen (14) calendar day's notice, in writing, exclusive of vacation.

ARTICLE 29 - TERM OF AGREEMENT

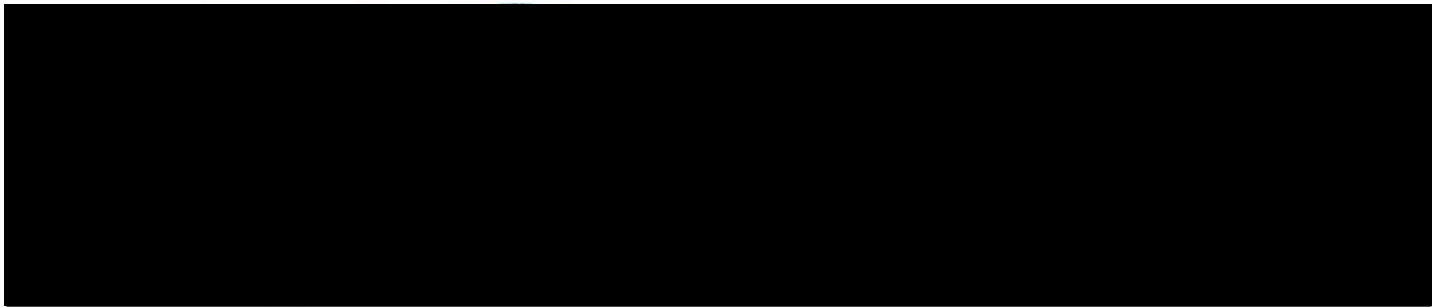
- 29.1 Unless otherwise specifically provided for in this Collective Agreement, this Collective Agreement takes effect on the first of the month following the date of ratification by both parties and continues in full force and effect until August 31, 2019 and shall continue from year to year thereafter unless either party gives to the other party, not less than 60 nor more than 120 days prior to the termination of this Collective Agreement, a notice in writing of its intention to commence collective bargaining with the view to striking a new agreement. Such notice shall contain an outline of all amendments sought. At the first meeting between the parties following such notice, the other party shall give particulars of all amendments it seeks. Such notice shall be given as per Article 9.1 of this Collective Agreement. Negotiations shall be limited to the items in the two lists combined.

29.2 Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement and shall be in writing.

SIGNED AT ST. ALBERT, IN THE PROVINCE OF ALBERTA THIS 3 DAY OF APRIL, A.D., 2018.

ON BEHALF OF THE
GREATER ST. ALBERT ROMAN
CATHOLIC SEPARATE
SCHOOL DISTRICT NO. 734

ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 2550



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SCHEDULE A

WAGE SCHEDULE
(Hourly Rates)

EFFECTIVE: September 1, 2017

PAY GROUP	ANNUAL STEPS				
	1	2	3	4	5
I	19.32	20.50	21.75	22.92	24.12
II	21.08	21.82	22.79	24.12	25.43
III	22.79	24.25	25.68	27.13	28.62
IV	24.12	25.68	27.39	28.95	30.53
V	27.00	28.62	30.34	32.16	34.09

Note: Effective First Day of the month following Date of Ratification, the rate of pay for a casual Employee will be \$17.13 per hour, exclusive of holiday pay which will be paid in accordance with Alberta Employment Standards.

Note: The hourly rate for Pay Group V will be effective September 1, 2017, when determined; applicable adjustment will be paid on the January 2018 Earnings Statement (or sooner, if possible).

Note: Effective September 1, 2018, a 1% increase contingent upon an increase to the Student Basic Grant of one percent (1%) or more and no other loss of associated funding to the District, impacting the Instructional Envelope (e.g. Socio-Economic Grant, Inclusive Education Grant, etc.).

<u>Pay Groups</u>	<u>Classifications</u>
I	School Assistant
II	Cafeteria Assistant School Office Support I
III	School Office Support II Educational Assistant Laboratory Assistant
IV	Library Technician School Office Support Supervisor Speech Language Pathologist Assistant
V	Youth Success Coach

LETTER OF INTENT

(To be Appended to the Collective Agreement)

The parties agree to renew this letter of intent for the term of the new agreement (Gov't Sponsored Program).

The Employer may hire persons on a temporary basis through any government-sponsored employment program provided that the Employer informs the Union of its intent and the salaries that will be paid to such persons.

No Employee shall be displaced or suffer a loss of hours of work and/or pay and benefits due to the hiring of any Employee through any government-sponsored employment programs.

LETTER OF UNDERSTANDING #1 - PAY GRID II

During the term of this agreement, the Employer agrees to meet with the Union to discuss any negotiated adjustments which may directly impact Pay Grid II, specific to the differentials only.

LETTER OF UNDERSTANDING #2 – EMPLOYMENT STANDARDS CODE

Where Alberta's new Employment Standards Code changes have become a higher standard than the current Collective Agreement, the higher standard will be recognized.

