



Living Waters Catholic Schools

REGIONAL DIVISION No.42



COLLECTIVE AGREEMENT

BETWEEN

**LIVING WATERS CATHOLIC
REGIONAL DIVISION NO. 42**

AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
ON BEHALF OF
LOCAL 071 CHAPTER 012**

EXPIRES AUGUST 31, 2012

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THIS COLLECTIVE AGREEMENT MADE THIS _____ DAY OF _____, 2009.

BETWEEN:

THE LIVING WATERS CATHOLIC REGIONAL DIVISION NO. 42

(Hereinafter called "the Employer")

PARTY OF THE FIRST PART

AND:

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(Hereinafter called "the Union")

PARTY OF THE SECOND PART

PREAMBLE

It is the desire of both parties to this agreement:

- (a) To maintain existing harmonious relations between the Employer and the Union,
- (b) To recognize the mutual value of joint discussions,
- (c) To encourage efficiency in operation,
- (d) To promote the morale, well being and security of all employees.

ARTICLE 1
DEFINITIONS

1.01 (a) Regular Full-time Employee

A Regular Full-Time Employee is an Employee who is employed to fill a Regular Full-time position or a combination positions established by the Employer and works more than 25 hours per week. All the provisions of this collective agreement apply to Regular Full-Time Employees

(b) Regular Part-Time Employee

A Regular Part-Time Employee is an Employee who is employed to fill a regular part-time position or a combination of positions established by the Employer and who works 25 hours or less per week. The provisions of this agreement shall be prorated according to the proportion that weekly hours of work bear to the weekly hours of work of Regular Full-time Employees.

(c) Temporary Employee

“Temporary Employees”, are persons engaged on a full-time or part-time basis for a period of employment for an approved leave of absence. No Employee shall be kept on temporary status in excess of six (6) months. The temporary status may be extended to a maximum of eighteen (18) months with written notification to the Union. In the case of maternity leave coverage, temporary status can be extended up to eighteen (18) months with written notification to the Union. Other than those benefits required by law, Schedule A, B, and the grievance procedure no other provisions of this collective agreement shall apply to Temporary Employees.

(d) Casual Employee

A Casual Employee is an Employee employed on a day-to-day or short-term basis. Other than those benefits required by law, the hourly wage scales as outlined for Casual Employees in Schedule A and the grievance procedure, no other provisions of this collective agreement shall apply to Casual Employees.

1.02 Feminine Gender

Throughout this collective agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and a word used in the singular applies also in the plural, unless the context otherwise requires.

1.03 Days:

Days shall not be deemed to include Saturday, Sunday or statutory holidays.

1.04 Ward

A ward is defined as one (1) of the three (3) Municipalities of Edson, Whitecourt and Slave Lake.

ARTICLE 2

PROBATIONARY PERIOD

2.01 Probationary Employees are all persons initially hired on trial to determine their suitability and compatibility for continued employment. All new Employees shall be considered probationary for the first six months.

2.02 If the Principal or immediate supervisor feels that a probationary employee is not meeting their job standards, that employee shall receive a performance improvement discussion, followed by a letter outlining performance areas for improvement

2.03 Prior to the end of the first six months worked the Employer may extend the probationary period of a probationary Employee to the first nine (9) months worked. The Chairperson of the Chapter shall be informed of any such extension by letter from the Superintendent or designate.

2.04 If a probationary Employee is unsuitable in the opinion of the Principal or immediate supervisor, such Employee may be terminated during the probationary period without notice and an Employee may grieve their termination to Step II of the Grievance Procedure.

2.05 Upon successful completion of the probationary period, a probationary Employee's initial date of hiring will be established as the date of commencement of employment and seniority shall be credited back to that date.

2.06 Trial Period
Where an Employee is transferred through competition, reclassified, or promoted, the Employer may require that she serve a trial period of up to nine months in the new position.

During the trial period the Employee may either:

- (a) return to her former position at her request; or
- (b) be returned to her former position;

but in either circumstance, at the discretion of the Employer, she shall be assigned to a similar position consistent with hers abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to the promotion or transfer. Such reinstatement or placement shall be at no less than the Rate of Pay to which they would be entitled had they remained in their former position.

Where an Employee is transferred through competition, reclassified, or promoted before completing her trial period, the Employer may require that she serve a full trial period in her new position.

2.07 New employee orientation

- (a) The Union and the Employer desire every Employee and Supervisor to be familiar with the provisions of this Agreement. For this reason the Employer and Union shall co-operate in printing sufficient copies of the Agreement for distribution to Employees, and shall share equally the printing costs.
- (b) The Union shall provide a Union orientation of not more than one-half (1/2) hour to a new Employee on the Employer's time. This orientation may be done at the Employer's General Orientation for new Employees.
- (c) The Chairperson of the Local or her designate will provide the Employee with a copy of the Collective Agreement and any other materials the Union deems necessary.
- (d) A new Employee shall be advised of the name and location of his Union Steward by the Chairperson of the Local (or designate).

ARTICLE 3

MANAGEMENT RIGHTS

3.01 The Employer retains the exclusive right to manage and control all of its operations subject only to the express terms of this Agreement. All management functions, rights, powers, and responsibilities which the Employer has not modified by this Agreement are retained and vested exclusively in the Employer.

ARTICLE 4

UNION JURISDICTION AND RECOGNITION

4.01 The Employer recognizes the Union as the sole bargaining agent for all Employees as described by the Alberta Labour Relations Board certificate number 163-99.

4.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.

4.03 The Employer shall provide bulletin board space upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to employees. The Union shall not post anything objectionable to the Employer.

- 4.04 (a) The Employer recognizes Employees who are elected or appointed as Union Stewards. If requested by an Employee, a Union Steward may accompany or represent that Employee in the processing of a grievance with the Employer. The Union shall notify the Employer, in writing, of the names of the Union Stewards and advise the Employer of any changes.

The Chapter or any Employee shall have the right to the assistance of a Union representative in dealing with or negotiating with the Employer and the employee shall be informed of this right. The Union Representative shall have access to the work site to conduct Union business upon prior approval of school administration.

- 4.05 The Parties agree that there shall be no discrimination exercised or practiced with respect to any Employee by reason of membership or non-membership in the Union or lawful activity in the Union.
- 4.06 In the event any provision of this agreement is in conflict with any existing or future legislation applicable to the employer, the section affected shall be renegotiated to the satisfaction of both parties. Such action shall not affect any other provision of the agreement.

ARTICLE 5

UNION MEMBERSHIP AND DUES

- 5.01 Membership in the Union is voluntary. Membership is a right and participation is lawful and is a condition of employment for employees who decide to become members and maintain their membership.
- 5.02 For the purpose of this Article, "gross earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 5.03 The Employer shall, as a condition of employment, deduct from the gross earnings of each Employee covered by this collective agreement an amount equal to the dues as determined by the Union.
- 5.04 The Union shall advise the Employer, in writing, of any percentage change in the amount of dues to be deducted for the Employees. Such notice shall be communicated to the Employer at least 30 working days prior to the date of the change.
- 5.05 The Employer agrees to remit to the central office of the Union, the amounts equal to the dues that have been deducted from the pay of Employees by the first working day after the 15th calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment, it shall be effective in the succeeding month. Particulars, identifying the Employee's name and the amounts deducted from the Employee shall be provided on a printed or electronic format.

- 5.06 The Employer will record the amount of individual dues deducted on T'4's issued for income tax purposes.
- 5.07 The Board will provide on an electronic format, each month to the Union a list of names, mailing addresses, phone numbers, work locations, department, seniority date, the amount of the employee's monthly base earnings, the amount of dues deducted from each employee's, commencement date, the annualized hourly rate of pay and their classification.

ARTICLE 6

TIME OFF FOR UNION BUSINESS

- 6.01 Subject to operational requirements as determined by the Principal or immediate supervisor, the Employer shall grant time off without pay and benefits for Employees for the purpose of conducting collective bargaining with the Employer or to participate in Union business.
- 6.02 Where time off is without pay and benefits, the Employer will maintain the Employee's regular pay and benefits and invoice the Union for the Employee's regular pay and benefits. The Union agrees to reimburse the Employer.
- 6.03 An employee, who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority, for a period of one (1) year. Leave granted for such purposes may be renewed a maximum of one (1) time.

ARTICLE 7

DISCIPLINE

- 7.01 All employees except probationary employees may be disciplined or dismissed on the basis of just cause only.
- 7.02 Subject to the Employer's ability to schedule, an Employee shall have the right at any time to have access to and review his/her personnel file at the Living Waters School Board Office. Copies of documents within the file shall be given to the Employee upon request. The Employee shall have the right to respond in writing to any document contained therein, which will then become part of the file.
- 7.03 (a) An Employee who is to be interviewed on any disciplinary measure or alleged misconduct shall receive notice of the time and place of the interview. The Employee shall be informed in this notice of the right to be accompanied by a Union Representative and/or Union Steward.
- (b) When the Employer takes disciplinary action against an Employee, which is to become part of the record, such discipline shall be provided to the Employee in writing.

7.04 Except for the dismissal of a probationary Employee, discipline shall be applied on the basis of just cause for matters related to work performance or conduct.

ARTICLE 8

GRIEVANCE ARBITRATION

8.01 The parties to this Agreement are agreed that it is of the utmost importance to address grievances as quickly as possible.

8.02 A Grievance under this Agreement shall be defined as any difference or dispute between the Employer and an Employee of the Employer, or between the Employer and the Union relating to the interpretation, application, or administration of this Agreement, or an allegation that this Agreement has been violated.

8.03 The grievance submitted by the Employee and the Local Chapter, or any written decision submitted by the Employer for any step in the grievance procedure, if submitted by registered mail, shall be deemed to be submitted on the day on which it was signed by the Chapter Chair and delivered to the Employer.

8.04 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. Therefore, strict adherence to the provisions of the grievance procedure is mandatory. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step by the grievor. If the grievor fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned. Time limits may only be extended by the written agreement of both Parties.

8.05 It is understood that employees may have assistance from the Union during all steps in the Grievance Procedure.

8.06 Step I

The Employee shall submit a written grievance signed by the Employee and the Local/Chapter Chairperson to the Employee's immediate supervisor within fifteen (15) days of the event giving rise to the grievance and it shall set out the nature of the grievance, the remedy sought, and the Article or Articles of the Agreement which are alleged to have been violated. The immediate supervisor will deliver a decision in writing within five (5) days following the day of which the grievance was presented to him/her. Failing settlement, then:

8.07 Step II

Within five (5) days following the decision under Step I, the Employee shall submit the written grievance to the Superintendent or designate. The Superintendent or designate will deliver his/her decision in writing five (5) days from the date on which the written grievance was presented to him/her. The parties shall, at the request of either party, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

8.08 Step III

Within ten (10) days following the decision at Step II, the Employee shall submit the written grievance to the Employer. The Employer or a committee established by the Employer shall meet within twenty (20) days of the submission to consider the case at which time the Union may make representation on behalf of the Employee. The decision of the employer will be sent to the Union and the Employee within three (3) working days of the hearing. Failing settlement then:

8.09 Step IV

Within ten (10) days following the decision under Step III, either party shall notify the other in writing of its desire to submit the grievance to Arbitration, provided the grievance has been properly processed according to the provisions required by the Grievance Procedure. Such written notice shall specify the nature of the grievance, the Article or Articles of this Agreement upon which the grievance is based, the redress sought, and the name and address of the party's appointee to the Arbitration Board.

The recipient of the written notice specified in Step IV of the Grievance Procedure shall within fifteen (15) days following receipt of said notice, inform the other party of the name and address of its appointee to the Arbitration Board. The two appointees so selected shall within ten (10) days of the appointment of the second of them appoint a third person as Chairman. In the event the nominees are unable to agree on a Chairman, the Director of Mediation shall appoint one.

The Arbitration Board shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or any other terms made supplemental hereto, or to arbitrate any matter not specifically provided for by this Agreement, or to enter any new provisions into this Agreement.

8.10 Any grievance involving dismissal or suspension shall be submitted within fifteen (15) days at Step III of the Grievance Arbitration procedure.

8.11 All documentation may be submitted via fax, registered mail, couriered or hand-delivered.

ARTICLE 9

VACANCIES

9.01 a) All vacancies and all newly created positions shall be posted by ward on bulletin boards and the Employer's website for five (5) days in advance of making an appointment. In the case of custodial and maintenance positions, the posting period shall be for two (2) days in advance of making the appointment. The Chapter Chairperson shall be notified by fax or electronically of each posting at the time it is made.

The name of the successful applicant shall also be given in writing to the Union.

- 9.02 When an appointment to a vacant position is being considered and where in the Employer's opinion the ability and qualifications of two or more applicants are equal, then seniority shall be the deciding factor.
- 9.03 Each applicant appointed to a position shall receive a letter confirming the status, classification, FTE, rate of pay, the position, and the location of the position.
- 9.03 This Article may be waived by the Employer while there are individuals on layoff.

ARTICLE 10

MATERNITY AND PARENTAL LEAVE

Maternity Leave

- 10.01 Following 10 months of service, leave of absence without pay for more than 4 weeks to a maximum of eighteen (18) weeks for maternity reasons will be granted by the Employer with written notification to the immediate supervisor and subject to the following conditions:
- (a) The employee will apply for maternity leave a minimum of 3 months prior to the expected date of birth.
 - (b) The date on which maternity leave will commence will be determined by the employee, in consultation with her physician, unless the pregnancy interferes with the performance of the duties of her position.
 - (c) The employee will advise of the anticipated return date.
- 10.02 An employee on approved maternity leave is entitled to return to the position she held immediately prior to going on leave. If her position no longer exists, she will be placed in alternate work of a comparable nature at the same rate of pay and benefits. An employee who wishes to resume her employment on expiration of her approved maternity leave will provide at least 2 weeks' notice in writing of the day she intends to resume employment. In the event the employee wishes to resume employment earlier than her intended date of return, she may do so under the following conditions:
- (a) 1 month following the birth of her baby if a medical certificate is provided; or
 - (b) 6 weeks following the birth of her baby if a medical certificate is not provided.

- 10.03 The employee is required to advise the Employer prior to the commencement of maternity leave regarding the continuation of benefit coverage for the duration of the leave. Benefit coverage will be provided for any health related portion of her absence. The employee will provide medical evidence from her physician specifying the portion of her maternity leave attributable for any health related absence. If an employee opts to continue her benefit coverage with the Employer beyond the illness related portion of her leave, she must prepay her premiums for the non-medical portion of her leave.
- 10.04 Where an employee has resigned because of pregnancy and is re-employed within 24 months, the employee will have her previous unbroken period of service reinstated for the purposes of this Agreement including all leave entitlements.
- 10.05 A pregnant employee who satisfies the Employer, through medical evidence from her physician, that continued employment in her present position may be hazardous to her health or to her unborn child, may request a transfer to a more suitable position if one is available. The employee will be paid within the range for the new position. If no suitable position is available and/or the employee is not transferred, she may request maternity leave, if eligible, under this Article. In the event that such leave commences within the first 4 months of pregnancy, which necessitates an absence of longer than 12 months, the employee may request further leave without pay.
- 10.06 (i) The Employer will provide top up benefits to eligible employees on maternity leave in accordance with the Employment Insurance Regulations and subject to the following conditions:
- (a) An employee may apply for top up benefits during the illness related portion of her maternity leave provided:
 - (i) she is receiving employment insurance maternity benefits,
 - (ii) she has sufficient illness entitlement, and
 - (iii) she provides medical evidence from her physician specifying the portion of her maternity leave attributable for any health related absence.
 - (iv) the period of all top up benefit shall not exceed 18 weeks.
 - (b) Evidence of payment of Employment Insurance maternity benefits (cheque stub) must be presented to the Employer in order to receive maternity top up benefits.
 - (c) The maternity top up benefit will provide the employee with 100% of gross earnings less deductions.

- (d) An employee who wishes to receive top up benefits will apply for Employment Insurance maternity benefits as soon as eligible.

Parental Leave

- 10.07 Following 10 months of service, leave of absence without pay and benefits to a maximum of 37 weeks will be granted to an employee for parental leave for his/her newborn or adopted child, with written notification to the immediate supervisor and subject to the following conditions:
- (a) The employee will apply for leave a minimum of 1 month prior to the anticipated birth or adoption date, or provide as much notice as possible.
 - (b) Such leave will commence no sooner than the actual birth or adoption date.
 - (c) Such leave will commence no later than 52 weeks after the actual birth or adoption date.
 - (d) An employee is required to advise the Employer prior to the commencement of parental leave regarding continuation of benefit coverage for the duration of the leave. If the employee opts to continue benefit coverage with the Employer during his/her parental leave, s/he must prepay the premiums.

General

- 10.08 If an employee decides not to return to work and so advises the immediate supervisor, benefit coverage entitled as an employee, as above will be maintained for the duration of the approved leave.
- 10.09 No employee will be eligible for leave under this Article that is in excess of 12 months, per birth or adoption, unless otherwise approved.

ARTICLE 11

VACATIONS

- 11.01 (a) Custodians and Maintenance Personnel shall earn vacation in accordance with the following schedule:
- (i) Less than one (1) full vacation year of employment: The Employee earns one (1) day for each month of service to a maximum of ten (10) days.
 - (ii) During the first four (4) full vacation years of continuous service: the Employee earns two (2) weeks vacation (10 days).

- (iii) During the fifth (5th) and sixth (6th) full vacation years of continuous service: the Employee earns three (3) weeks vacation (15 days).
 - (iv) During the seventh (7th), eighth (8th) and ninth (9th) full vacation years of continuous service: the Employee earns four (4) weeks vacation (20 days).
 - (v) During the tenth (10th) and subsequent full vacation years of continuous service: the Employee earns five (5) weeks vacation (25 days).
- (b) Vacation for a Part-Time Employee Custodian or Maintenance Personnel shall be prorated based on the number of hours the Employee worked on an annual basis as compared to the normal hours of work for a full-time Custodian or Maintenance Personnel in the same classification.
 - (c) "Vacation year" means the twelve (12) month period commencing on September 1 and concluding on August 31 in the following calendar year. Vacation earned in one vacation year shall be taken in the following vacation year. Vacation earned in one vacation year may be taken in the same vacation year with prior approval of the supervisor.
 - (d) Vacation for Custodians and Maintenance Personnel shall be scheduled by the supervisor. Exceptions to this require the approval of the school principal and/or Superintendent or designate.

11.02

All employees except for Custodians and Maintenance Personnel are entitled to vacation pay on each pay in accordance with the following schedule:

- (i) Prior to the fifth (5th) full vacation year of continuous employment; 4% of regular earnings.
- (ii) During the fifth (5th) and sixth (6th) full vacation years of continuous employment; 6% of regular earnings.
- (iii) During the seventh (7th), eighth (8th) and ninth (9th) full vacation years of continuous employment; 8% of regular earnings.
- (iv) During the tenth (10th) and subsequent full vacation years of continuous employment; 10% of regular earnings.

ARTICLE 12

LEAVES OF ABSENCE

12.01 Notification of Leave

An Employee shall request any leave under this article from their principal prior to the commencement of any leave of absence and shall outline the nature of their leave request.

12.02 Abandonment of Position

An Employee who is absent for more than three (3) days without the prior approval of their direct supervisor or his/her designate shall be considered to have terminated their position.

12.03 Critical Illness / Compassionate Leave

- (a) Temporary leave of absence, with pay and benefits, necessitated at the time of critical illness shall be granted as follows:
 - (i) For members of the immediate family: Spouse, child, parent, brother, sister, parent-in-law, grandchild, grandparent, son-in-law, daughter-in-law; a period not exceeding five (5) days.
 - (ii) The five day period may be extended upon application to the Superintendent. The granting of an extension to such leave shall be at the sole discretion of the Superintendent.
 - (iii) Critical illness shall mean a life threatening illness. Medical evidence attesting to the critical illness must be provided by the Employee to the Superintendent.
- (b) Temporary leave of absence, with pay and benefits, necessitated at the time of death shall be granted as follows:
 - (i) For members of the immediate family: Spouse, child, parent, brother, sister, parent-in-law; a period not exceeding five (5) days. The five day period may be extended upon application to the Superintendent or designate. The granting of an extension to such leave shall be at the sole discretion of the Superintendent or designate.
 - (ii) To attend the funeral of aunt, uncle, nephew, niece, grandparents, grandchild, and other in-laws, three days leave. The three day period may be extended to a maximum of five (5) days upon application to the Employer. The granting of an extension to such leave shall be at the sole discretion of the Superintendent or designate.

12.04 Personal Leave

Subject to the operational requirements of the school, an Employee is entitled to two (2) days of personal leave with pay in each school year. The first full or half day of personal leave in any given year may be accumulated to a maximum of three days.

12.05 Jury Duty

- (a) Leave with pay shall be granted for an Employee:
 - (i) To serve on a jury in a court of law or answer any summons related thereto,
 - (ii) To answer a subpoena or summons to attend as a witness arising as a result of the Employees employment with the Employer in any proceeding authorized by a court of law.
- (b) Clause 12.05(a)(ii) does not apply when an Employer or the Union is taking action against the Employer.
- (c) Any fees received by the Employee shall be turned over to the Employer.

12.06 Medical Leave

- (a) Subject to the prior approval of the principal, an Employee shall be granted up to one day leave of absence with pay per year for the purpose of obtaining necessary medical or dental treatment not available locally for members of his/her immediate family provided the assistance of the Employee is required. Immediate family shall be defined as the Employee's spouse, sons, and daughters.
- (b) An Employee who requires time off for the purpose of attending medical, dental or such appointment shall be granted time off with pay and benefits in accordance with Clause 14.01, under Sick Leave. An employee may be required to provide proof of attending such appointment.
- (c) Employees shall be entitled to two (2) days per year of paid leave for the purpose of unexpected medical care for the Employee's children.
- (d) Such leave must be taken during the year in which it is earned.

12.07 Paternity Leave

Employees shall have one (1) day of paternity leave with pay. This day shall be the day of the birth or either the day before or the day after the birth of his child.

12.08

Other Leaves

Additional leave of absence may be granted by the Employer, with pay and benefits, without pay but with benefits or without pay and benefits. The applications for such leave shall only be considered upon the written application of the Employee. The granting of such leave shall be at the sole discretion of the Employer.

12.09

Education Leave

- (a) The Parties agree that employees may be eligible for Educational Leave during the term of the current Collective Agreement as follows:
- (b) Employees may apply in writing to the Superintendent for leave without pay or benefits for up to one year for the purpose of continuing their education. The application shall include the date of commencement, the date of return, and the purpose of the leave. Application shall be made at least ninety (90) days prior to the commencement of leave.
- (c) Education leave shall be granted in accordance with the needs of the Board, and at the discretion of the Superintendent.
- (d) Upon return from such specified leave, the employee shall be returned to their former position or shall be placed in a comparable position.

12.10

Political Leave

- (a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that an Employee may be a candidate in federal, provincial or municipal elections.
- (b) Employees who are elected to public office shall be allowed leave of absence without pay for a maximum of two (2) terms.

ARTICLE 13

NAMED HOLIDAYS

13.01

- (a) The following are considered named holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Eve
Canada Day	Christmas Day
First Monday in August	Boxing Day
Easter Monday	

* If Remembrance Day falls on a non-school week day or Saturday or Sunday, the Employee will not receive pay or a day off in lieu.

- 13.02 When a holiday falls on a day that would otherwise be a normal day off for an Employee, the Employer shall schedule an alternate day off or the Employer shall receive a regular days pay.
- 13.03 An Employee shall not be eligible for a holiday or pay for a holiday when:
- (i) The Employee is absent without the consent of the Employer on either the last regular scheduled working day immediately preceding, or the first regular scheduled working day following the holiday.
 - (ii) A holiday falls within a period of paid leave (other than vacation), or non-paid leave.
 - (iii) In July and August, a non-custodial employee does not work the day before and the day after the holiday.
- 13.04 When a holiday falls during a Custodian or Maintenance Personnel's annual vacation, the Employer may add the day to the vacation period, provide the Employee with an alternate day off, or provide the Employee with a regular days pay.

ARTICLE 14

SICK LEAVE

- 14.01 A regular Employee, during their first year of employment, shall be entitled to a sick leave credit at a rate of two (2) days per month for each full month worked. After the first year of employment, the Employee shall be entitled to ninety (90) calendar days of sick leave.
- 14.02 Where a sick absence is for a period of three (3) days or less, before any sick leave payment is made, an Employee may be required by the Employer to provide medical evidence acceptable to the Employer.
- 14.03 Where a sick absence is for a period in excess of three (3) consecutive days, before any sick payment is made, an Employee shall provide medical evidence acceptable to the Employer.
- 14.04 Sick leave credits shall start to accumulate from the first full month worked and accumulate for each subsequent full month worked. Sick days taken shall be deducted from an Employee's accumulated sick leave credits.
- 14.05 All sick leave credits of an Employee will terminate upon termination of employment.
- 14.06 Employees who are reporting sick shall do so to their immediate supervisor prior to the commencement of their normal work period in order that a replacement may be arranged for or the work reassigned.

14.07 Notwithstanding any provision in this Agreement, after ninety calendar days of absence due to medical disability the Employee shall apply for extended disability benefits. An Employee accepted by the insurance carrier to be on extended disability shall be considered to be on leave of absence without pay and benefits for a period of up to two years. If an Employee is not accepted by the insurance carrier to be on extended disability the Employee may request leave from the Board pursuant to Article 12.08.

ARTICLE 15

HOURS OF WORK AND OVERTIME

- 15.01 (a) Financial Assistant, Secretary, Library Clerk, and Clerk Typist:
- The normal hours of work in a full day shall be seven (7) hours or thirty five (35) hours per week averaged over the school year, however, this is not to be interpreted as a guarantee of hours and does not constitute the maximum hours an Employee may be required to work in a day.
- (b) Teacher Assistant:
- The normal hours of work in a full day shall be six (6) hours or thirty (30) hours per week averaged over the school year, however, this is not to be interpreted as a guarantee of hours and does not constitute the maximum hours an Employee may be required to work in a day.
- (c) Custodians and Maintenance Personnel:
- The normal hours of work in a full day shall be eight (8) hours or forty (40) hours per week averaged over the school year, however, this is not to be interpreted as a guarantee of hours and does not constitute the maximum hours an Employee may be required to work in a day.
- 15.02 Within the first two (2) weeks of each school year, or upon reassignment, an Employee's hours of work shall be outlined in writing by the Employer.

ARTICLE 16

OVERTIME

- 16.01 An employee may be required to work additional hours or overtime. All such additional hours or overtime must be authorized by the principal prior to the Employee working the additional hours or overtime.
- 16.02 Overtime hours shall be defined as hours worked by an Employee in excess of eight (8) hours per day or forty (40) hours per week or on scheduled days off or paid holidays or designated days off. Overtime hours will be calculated to the nearest one quarter (1/4) hour and shall be paid for at the rate of two (1 1/2) times the Employee's regular hourly rate of pay. All additional and overtime hours worked will be paid on the employee's next month's pay.

16.03 All call out hours will be paid at the overtime rate for a minimum of three (3) hours.

ARTICLE 17

INSURANCE BENEFITS

17.01 The Employer shall contribute toward premiums for the following Alberta School Employees' [ASEBP] insurance and health plans calculated on the basis of:

- (a) Where an Employee works more than 25 hours per week the Employer shall pay 100% of the insurance premiums cost for the following plans:
 - (i) Group Life Insurance Plan
 - (ii) Dental Insurance Plan
 - (iii) Extended Health Care Benefits Plan
 - (iv) Alberta Health Care Insurance
 - (v) Vision Care Plan
 - (vi) Extended Disability Insurance Plan
- (b) Where an Employee works more than 15 hours per week up to and including 19 hours per week, the Employer shall pay 50% of the insurance premiums cost. Where an Employee works 20 hours per week up to and including 25 hours per week, the Employer shall pay 75% of the insurance premiums cost.

17.02 (a) Provided that employees receive a letter from the principal prior to May 31st of the current year stating that they are expected to return to work for the next school year, the Employer shall continue to pay insurance premiums during July and August.

- (b) Those Employees who are not assured of a position in writing by May 31st of the current year, for the subsequent school year, benefits shall terminate on the last day of the school year.

17.03 All aspects of the insurance and health plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plans.

17.04 A married couple employed by the Employer shall enroll in those eligible plans on a family basis only.

17.05 A benefit plan coverage will commence in the second month of employment.

- 17.06 Participation in the Group Life and Extended Disability Plans is a condition of employment for eligible Employees.
- 17.07 An Employee working 15 hours or less per week is not eligible to enroll in the insurance plans.
- 17.08 Payments made towards benefit plans by the Employer shall permit it to retain and not pass on any rebates of premiums otherwise required by the insurance carrier or Employment Insurance.
- 17.09 Provided the master policies of the insurance carrier allows, an Employee on an approved extended absence without pay and benefits from the Employer under any provision in this agreement may have the ability to maintain the insurance benefit coverage provided the Employee agrees to pay 100% of the cost of the premiums. This shall be arranged at the initiative of the Employee and by either pre-paying the premiums at the time the leave commences or by providing the employer with monthly post dated cheques. At any point where payment is not forthcoming from the Employee the Employer shall forthwith remove the Employee from benefit coverage.
- 17.10 Health Spending Account (HSA):
- (a) Effective September 1, 2009, an annual Health Spending Account (HSA) will be set up for all AUPE employees. For the first year, 2009 to 2010, an amount of seven hundred and fifty dollars (\$750.00) shall be deposited in the account of each full time regular employee. This HSA shall be provided to eligible regular part-time employees on a pro-rated basis (minimum of 50%) based upon the annualized regular hours of work as of September 1st, and on the following dates:
- Effective September 1, 2010, the annual amount for each full time regular employee shall be \$450;
- Effective September 1, 2011, the annual amount for each full time regular employee shall be \$500.
- (b) Employees who in the course of the school year are hired or transferred into a new position which is eligible for the HSA shall be:
- (i) entitled to a HSA on a pro-rated basis on the number of full months remaining in the school year from the date the benefit eligible position was attained; and
- (ii) eligible to use her HSA for the eligible expenditures incurred on or after the eligibility date for health and dental benefits under Article 17.

- (c) An employee whose entitlement has terminated shall have 30 days following her termination to submit a claim for eligible expenditures incurred prior to termination.
- (d) The HSA shall be implemented and administered in accordance with the Income Tax Act and applicable regulations.
- (e) Any unused allocation in an Employee's HSA as of August 31 each calendar year may be carried forward for a maximum of one (1) Calendar year.

ARTICLE 18

SENIORITY

- 18.01 Seniority shall be restricted to each ward.
- 18.02 An Employee's "Seniority Date" shall be defined as the last date of hire in the Employee's ward. Seniority shall be transferred with an employee upon appointment to a position in the same ward.
- 18.03 The Employer shall maintain one (1) seniority list by ward.
- 18.04
 - (a) The Employer shall provide to the chairperson of the Chapter an updated seniority list by the end of February and October each year. The Union shall have one month to raise issues with regard to the list, thereafter the list will be deemed to be correct.
 - (b) The list shall be by date of hire in the ward and shall contain the name of the school, the Employee's name, the Employee's classification, and the Employee's date of hire in the ward.
 - (c) The seniority list shall be posted in each school, building or facility of the Employer on the bulletin board.
- 18.05 An Employee shall lose all seniority and shall be deemed to have terminated employment with the employer if the Employee:
 - (a) resigns or retires; or,
 - (b) is discharged for cause and not reinstated; or,
 - (c) overstays a leave of absence without written permission unless a reason satisfactory to the Employer is provided; or,
 - (d) fails to reply to a recall notice within five (5) days pursuant to clause 19.04 (Layoff and Recall), unless a reason satisfactory to the Employer is provided; or,

- (e) is absent for three (3) consecutive days without notifying the Employer, the Employee shall be considered to have resigned unless a reason satisfactory to the Employer is provided; or,
- (f) is laid off in excess of 12 months.

ARTICLE 19

LAYOFF AND RECALL

- 19.01 (a) Except in the case of an unforeseen or emergent circumstance, the Superintendent or designate will notify a Regular Full-Time or Regular Part-Time Employee who is to be laid off ten (10) working days prior to the date the layoff is to occur.
- (b) In the event that a layoff is necessitated by an unforeseen or emergent circumstance, the required notice shall be waived and the Employee shall receive one days pay for each work day the notice period is short of the required notice.
- (c) Temporary and Casual Employees shall be terminated before any regular Employee is laid off.
- 19.02 In determining the order of layoff all Regular Full-Time and Regular Part-Time Employees shall be laid off by classification, in each ward, in the reverse order of seniority, provided the remaining Employees, in the opinion of the Employer, have the qualifications and ability to perform the work available.
- 19.03 When work becomes available, Employees on layoff shall be recalled by ward and by classification in the order of seniority provided, in the opinion of the Employer they have the qualifications and ability to do the work available.
- 19.04 In the event the Employer is unable to contact the Employee personally or by telephone, recall shall be deemed to have been carried out five (5) days after delivery of a double registered letter to the last known address of the Employee as shown on the Employer's records and, if the letter is returned to the Employer, recall shall be deemed to have been carried out effective the date the letter is returned to the Employer.

ARTICLE 20

WAGES AND PREMIUMS

- 20.01 Employees shall be paid in accordance with the job classifications and wage rates outlined in Schedule A.
- 20.02 Normally, a new Employee shall be hired at step one (1) in the hourly wage schedule, however, at the sole discretion of the Employer, with consideration for previous experience and market demands, a new Employee may be hired at a higher wage level.

- 20.03
- (a) All incremental increases within a pay range for a classification will be granted on the anniversary date of placement in the classification.
 - (b) Regular Full Time Employees advance one step on the grid in each year.
 - (c) Regular Part Time Employees will advance one after two (2) full calendar years.
 - (d) When the Employer transfers an Employee to a classification with a higher rate of pay, he/she shall be advanced to the start rate of such higher classification, except where the start rate is lower than the Employee's existing basic rate of pay. When the Employer transfers an Employee to a classification with a lower rate of pay he/she shall be red-circled until her/his salary range surpasses the existing salary rate of the lower classification as by this collective agreement.

20.04 All employees will be required to submit a timesheet every month with the hours worked and will be paid for those hours on the regular pay date. All employees shall be paid by automatic bank deposit. Salary will be paid on or before the 25th day of each month with the exception of Christmas and June when payment will be on the last operational day. If Easter Break or Spring Break occurs during the 25th of the month, payment shall also be the last operational day prior to the 25th of the month.

20.05 Classifications

Where a new classification is established and filled within the bargaining unit during the term of this Agreement, the Board shall notify the Union and provide the schedule of wages deemed appropriate for the classification.

If the Union fails to object in writing within thirty (30) calendar days of receipt of the notice from the board, the salary structure shall be considered as implemented.

If the Union objects to the salary structure established by the board and through negotiations, both parties agree to revise the salary structure, the revised salary structure shall be retroactive to the date the new classification was established.

Failing resolution of the matter by negotiation within a further thirty (30) calendar days of the receipt of the notice from the board, it may be referred to arbitration as herein provided.

20.06 All requests for reclassification of existing positions or the classification of new positions shall be submitted in writing to the Associate Superintendent.

The Superintendent or designate, in consultation with the employee concerned, the Principal, and such other person(s) as he/she deems appropriate, shall conduct a position evaluation.

At the conclusion of the position evaluation study, the employee shall receive a written copy of the report and have the opportunity to comment on it.

- 20.07 An employee who feels that his/her position has been incorrectly or unjustly classified by the Designate appointed by the Superintendent may appeal the classification to the Superintendent of Schools and ultimately to the Board of Trustees. The decision shall be given within thirty (30) days of receipt of the request for reclassification.
- 20.08 When a new position is formed or where the duties of any classification are significantly altered during the term of this Agreement, the rate of pay shall be subject to agreement between the Board and the Union. Should the two (2) parties fail to reach agreement on the rate of pay, the Grievance Procedure shall apply.

ARTICLE 21

RRSP CONTRIBUTIONS

21.01 The Employer and the Employee recognize that saving for retirement is a shared responsibility. The Employer and Employee shall contribute to the Registered Retirement Savings Plan for all Regular Full-Time and Regular Part-Time employees covered by this collective agreement subject to the following:

- (a) Employee participation is mandatory.
- (b) Participating employees shall maintain an RRSP account to which payroll deductions are to be deposited monthly by the regular pay- day of each month following enrollment.
- (c) The Employer shall contribute four percent (4%) of gross monthly salary to the RRSP account of each participating employee.

The Employer shall deduct at source the employee's contribution of the amount as per instructions from the employee. The minimum monthly contribution shall be \$25.00.

- (d) Payroll deduction changes shall be permitted effective twice yearly (September 1st and February 1st each year).
- (e) New employees shall be eligible for participation upon the completion of the probationary period.
- (f) The Employer contributions shall be made monthly to the employees RRSP account. Calculations shall be based upon the employee's income for that month.
- (g) The RRSP benefit shall be registered with the Investors Group.

- (h) The Employer contribution shall be included as a taxable benefit to the employee on the annual T-4 document.

ARTICLE 22

LABOUR MANAGEMENT COMMITTEE

- 22.01 The parties agree to establish a Joint Labour Management Committee comprised of the Chairperson of the Local Chapter and one additional employee elected by the membership; and the Superintendent and one other representative from the Employer.
- 22.02 The Committee shall meet at mutually agreeable times, date and location upon request by the other party.
- 22.03 The Committee shall normally meet outside normal working hours at dates and time mutually agreed. Should the employer call a meeting of the committee during working hours, the Union representative shall be entitled to leave with pay for the meeting including travel time. The parties shall be responsible for any expenses incurred by their representatives.
- 22.04 The Committee shall initially meet and discuss concerns related to hours of work, rest periods, contracting out, training, safety and other matters agreed to by the Committee.
- 22.05 The purpose of the Committee is to be advisory and consultative.
- 22.06 Any majority decision by the members of the Committee shall be referred to the parties for consideration by the parties to amend, alter or change the collective agreement.
- 22.07 In the event the committee is unable to agree upon the resolution of a concern listed above or any other issue, the Local/Chapter may appeal to the Appeals Committee. The Appeals Committee shall consist of the AUPE Union Representative and the Superintendent or designate. Should the Appeals Committee not be able to agree, the Superintendent shall make a final and binding determination.

ARTICLE 23

TRAVEL AND TRANSPORTATION

- 23.01 (a) When an Employee is assigned duties necessitating the use of her personal vehicle/private automobile for district business, for travel and transportation of students, materials or equipment, she shall be reimbursed at the Board approved rate. Mileage shall be paid by separate cheque every month.

- (b) Employees not designated by the Superintendent under this allowance provision shall not be required to use their personal vehicles to transport students, district tools, equipment and material for the purpose of district business.

ARTICLE 24

TRAINING AND PROFESSIONAL DEVELOPMENT

- 24.01 The Employer and the Union recognize the value of training and professional development. The employer will continue to support training and professional development for employees as determined necessary by the employer.

ARTICLE 25

PROTECTIVE APPAREL AND FOOTWEAR

- 25.01 Regular full time Maintenance Personnel and Custodians, who are required to wear safety footwear, upon proof of purchase, shall be reimbursed an amount up to \$200 every 2 years for the cost of one pair of CSA approved safety footwear.

ARTICLE 26

OCCUPATIONAL HEALTH AND SAFETY & WORKERS COMPENSATION

- 26.01 The Employer shall enact policies and procedures that ensure compliance with legislation in these areas.

ARTICLE 27

DURATION/TERM OF AGREEMENT

- 27.01 This agreement shall be in full force and effective from September 1, 2008 until August 31, 2012. All changes made will be in effect on the first (1st) day of the month following ratification by the parties except for wages and compensation which will be effective September 1, 2008.
- 27.02 Either party may give to the other, not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the termination of this agreement, a notice in writing of its intention to commence collective bargaining. Collective bargaining shall be conducted in accordance with the provision of the Labour Relations Code.
- 27.03 In the event that any law passed by the Government of Alberta or Canada renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.

The parties may during the term of the agreement, by mutual agreement, amend provision to this agreement. Any agreed changes shall be in writing.

27.04

Any notice required to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:

In the case of the Employer to:

The Superintendent

Living Waters Catholic Regional Division No. 42

Box 1949, 4204 Kepler Street, Whitecourt, AB T7S 1P6

In the case of the Union to:

The President

Alberta Union of Provincial Employees

10451-170 Street, Edmonton, AB T5P 4S7

SALARY SCHEDULE "A" - GRIDS

Effective September 1, 2008 - 4.53% (to all classifications)

CLASSIFICATION

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>11*</u>
FINANCIAL ASSISTANT	16.71	17.93	19.01	20.13	21.25	21.90
SECRETARY	16.02	17.24	18.32	19.43	20.55	21.17
CLERK-TYPIST	14.88	16.01	17.11	18.18	19.34	19.92
TEACHER ASSISTANT	16.70	17.34	17.98	18.65	19.37	19.96
LIBRARY CLERK	16.70	17.34	17.98	18.65	19.37	19.96
CUSTODIAN	14.04	14.85	15.61	16.41	17.23	17.75
MAINTENANCE PERSONNEL	18.55	20.02	21.45	22.88	24.34	25.08

Effective September 1, 2009 - 5.99% (to all classifications)

CLASSIFICATION

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>11*</u>
FINANCIAL ASSISTANT	17.71	19.00	20.15	21.34	22.52	23.21
SECRETARY	16.98	18.27	19.42	20.59	21.78	22.44
CLERK-TYPIST	15.77	16.97	18.13	19.27	20.50	21.11
TEACHER ASSISTANT	17.70	18.38	19.06	19.77	20.53	21.16
LIBRARY CLERK	17.70	18.38	19.06	19.77	20.53	21.16
CUSTODIAN	14.88	15.74	16.55	17.39	18.26	18.81
MAINTENANCE PERSONNEL	19.66	21.22	22.73	24.25	25.80	26.58

*Step 0 is to be deleted, as was agreed to by the Parties.

*Step 11 shall be added to the Schedule A Grid and paid to those employees with more than 10 years FTE, with the addition of a (3%) incremental increase as referenced above.

All Casual Employees will be paid at the lowest applicable grid (clerk-typist) hourly rate except Casual custodians who will be paid at the lowest applicable custodial hourly rate. All Temporary and Casual Employees shall be paid vacation pay at the rate of four percent (4%).

GENERAL WAGE INCREASES

The Parties further agree that the base hourly wage rate outlined below shall include allowances and bonuses for all employees covered by the collective agreement shall be increased on September 1 of each calendar year 2008 through 2012 by the general increase outlined below or the Alberta Average Weekly Wage Earnings [AAWE] index in Alberta from the previous calendar year as specified below.

***AAWE is the average weekly earnings for Alberta [based on Statistics Canada Survey of Employment, Payroll and Hours] unadjusted for seasonal variation, by type of employee for selected industries classified by using the North American Industry Classification System [NAICS] monthly [Dollars] [281-0026]

E.G. The increase for September 1 [e.g. 2008] is calculated by comparing the average earnings for Alberta from January 1 to December 31 of the previous year [e.g. 2007] to the average of earnings for Alberta from January 1 to December 31 of the immediate preceding year [e.g. 2006].

NOTE: A negative AAWWE percentage shall not be applied to the clauses.

The above rates of pay shall be increased based upon the following general increase to all classifications:

<u>Effective September 1, 2008</u>	4.53% has been applied to all rates of pay (As referenced in Salary Schedule "A" above)
<u>Effective September 1, 2009</u>	4.0% or the Alberta Average Weekly Wage Earnings [AAWE] percentage increase, whichever is greater, added to all rates of pay.
<u>Effective September 1, 2010</u>	Alberta Average Weekly Wage Earnings [AAWE] percentage increase added to all rates of pay.
<u>Effective September 1, 2011</u>	Alberta Average Weekly Wage Earnings [AAWE] percentage increase added to all rates of pay.

The Parties shall agree upon all adjustments and retroactivity within 60 days of ratification (March 13, 2009). All retroactive payments shall be paid to employees within 90 days of ratification.

RETROACTIVITY

Any Employee whose employment has terminated prior to the date upon which this Agreement is signed by the Employer and the Union, will be eligible to receive retroactively any increase in salary which she would have received but for the termination of employment, only upon submitting to the Employer, during the period between the expiry date of the preceding agreement and thirty (30) days after the signing of this Agreement, a written application for such retroactive salary.

IN WITNESS WHEREOF, the Board and members of AUPE (Alberta Union of Provincial Employees), Local 071, Chapter 012 have caused these presents to be executed by their duly authorized representatives on the **13th**, day of **March**, 2009.

For the Board of Trustees
Living Waters Catholic Regional Division No. 42

Date

On behalf of AUPE
Alberta Union of Provincial Employees

Date