



COLLECTIVE AGREEMENT

BETWEEN

**The Board of Trustees of the
Edmonton Catholic Separate School District #7,
(hereinafter referred to as the "Employer",
of the first part)**

AND

**The Alberta Union of Provincial Employees
Local 071, Chapter 013,
(hereinafter referred to as the "Union",
of the second part)**

Effective September 1, 2012

and

Ending August 31, 2016

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THIS COLLECTIVE AGREEMENT MADE THIS 7TH DAY OF January, 2016.

BETWEEN:

The Board of Trustees of the Edmonton Catholic Separate School District #7

(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

PURPOSE

The purpose of the Collective Agreement is to assist the parties to:

- (a) maintain harmonious relations;
- (b) promote cooperation and understanding;
- (c) recognize the mutual value of joint discussions and negotiations;
- (d) ensure harmonious, efficient, and uninterrupted operation of the school system;
and
- (e) protect and continue to improve the interests of the employees and the Board.

PREAMBLE

"From the outset the Catholic School declares its program and its determination to uphold it. It is a genuine community bent on imparting, over and above an academic education all the help it can to its members to adopt a Christian way of life. For the Catholic School, mutual respect means service to the person of Christ. Cooperation is between brothers and sisters in Christ. A policy of working for the common good is undertaken seriously as working for the building of the Kingdom of God."

"The cooperation required for the realization of this aim is a duty in conscience for all members of the community. Each has his or her own part to play. Cooperation of all, given in the spirit of the Gospel, is by its very nature a witness not only to Christ as the cornerstone of the community, but also as the light who shines far beyond it."

From The Catholic School

A Statement of the Vatican Congregation

The purpose of the Board is to:

- a) provide students with a sound education, in a Christian atmosphere, based on the traditions of the Catholic Church;
- b) provide services and programs for the benefit of students, parents, and the community; and
- c) promote the well being of its employees to the end that the people of the community will be better served.

ARTICLE 1 DEFINITIONS

- 1.01 (a) Regular Full-time Employee
- A Regular Full-Time Employee is an Employee who is employed for a normal shift of eight (8) hours per day and forty (40) hours per week.
- (b) Regular Part-Time Employee
- A Regular Part-Time Employee is an Employee who is employed for a normal shift of less than eight (8) hours per day and less than forty (40) hours per week.
- (c) Temporary Employee
- "Temporary Employees", are persons hired but not placed in the permanent position or hired to replace regular employee for a specified period of time.
- (d) Casual Employee
- A Casual Employee is an Employee employed on a day-to-day basis.
- 1.02 Days shall not be deemed to include Sunday or statutory holidays as defined in this agreement.
- 1.03 "Managing Director" shall mean the Assistant Superintendent of Facilities Services and/or the Assistant Superintendent of Financial Services and shall include any representative appointed in writing, by the "Managing Director" from time to time for purpose of this Agreement.
- 1.04 "Superintendent" shall mean the Chief Executive Officer of the Board, or authorized representative.
- 1.05 "Supervisor" shall mean either the Custodial Manager, Maintenance Manager, Warehouse Supervisor, Principals or their authorized representatives.
- 1.06 "Code" means *Labour Relations Code*, as amended from time to time.
- 1.07 "Arbitration" shall take meaning from the appropriate section of the Code dealing with the resolution of a dispute or difference.
- 1.08 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.

- 1.09 "Basic Rate of Pay" shall mean the amount earned in a month as a regular full-time or regular part-time exclusive of overtime, vehicle allowance and transportation allowance.
- 1.10 "Continuous Employment" shall mean regular on-going employment after the successful completion of the probationary period, may be either full or part time.
- 1.11 "Employer" shall mean and include such officers as may from time to time be appointed, or designated to carry out administrative duties in respect of the operation and management of the Edmonton Catholic Separate District #7.
- 1.12 "Feminine Gender" shall mean and include the masculine and similarly, the singular shall include the plural and vice-versa, as applicable.
- 1.13 "Facility" means the sites owned, rented, leased or operated by the Employer exclusive of P3 sites.
- 1.14 "Shift" shall mean a daily tour of duty exclusive of overtime hours.
- 1.15 "Month" is the period of time between the date in one month and the preceding date in the following month.
- 1.16 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 1.17 "Local" means the Local of AUPE.
- 1.18 "Week" or "Block of Day Shifts" means a period of seven (7) successive days beginning with Monday.
- 1.19 "Shall" means mandatory rather than directory.
- 1.20 "Bargaining Unit" shall mean the unit of employees as described on the Labour Relations Board Certificate.
- 1.21 "Chapter" means Chapters 71/013 of The Alberta Union of Provincial Employees.
- 1.22 "Member" means an Employee of the Edmonton Catholic Separate School District #7, who is included in this Collective Agreement and who is a member of the Local.
- 1.23 "Position" shall mean:
- (a) the status, i.e. regular, temporary
 - (b) the classification
 - (c) Full-time equivalent [FTE]
- A Full-time equivalent is forty (40) hours of work per week.

- 1.24 "Seniority" means the basis of an Employee's service with the Employer, commencing with the latest date of employment and within the bargaining unit. Seniority shall include all periods of employment as a regular, temporary or casual employee.
- 1.25 "Gross earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.

ARTICLE 2 APPLICATION

- 2.01 The Collective agreement shall apply to all Employees of the bargaining unit.
- 2.02 Employees shall be compensated for work performed in accordance with the schedule of basic rates of pay as set out in the Salaries Appendix, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 2.03 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 2.04 In the event that any Articles of the Agreement are affected by legislated changes these affected Articles shall be renegotiated within 90 days of the change in legislation. Any disagreements concerning the renegotiation shall be subject to the Grievance Procedure.
- 2.05 Where a difference arises out of the provisions contained in an Article of the Collective Agreement and the subject matter is also covered in Employer Regulations, Guidelines, Directives or Policies, the Collective Agreement shall supersede the Regulations, Guidelines, Directives or Policies.

ARTICLE 3 JURISDICTION AND RECOGNITION

- 3.01 The Board recognizes the Union as the sole and exclusive bargaining agent for all Employees as described by the Alberta Labour Relations Board Certificate.
- This agreement will not apply to persons who are agreed between the parties to be excluded from the bargaining unit, or who have been determined by the Labour Relations Board to be excluded under the provisions of the *Labour Relations Code (LRC)*.
- 3.02 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.

- 3.03 (a) Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, providing that the act of performing the aforementioned activities does not displace any bargaining unit Employees or reduce the hours of work or pay of any bargaining unit Employee. The foregoing does not apply in cases of an emergency or for the purposes of instruction.
- (b) An emergency is defined as any unexpected situation that arises that prohibits the Employer from providing the normal standard of service or endangers the well being of the students, parents and staff.

3.04 The Board agrees that the Union shall be the sole Bargaining Agent for the incumbents of those positions which are included in classifications set out in the this Agreement and all new employees of those existing in the bargaining unit and newly created positions inside the bargaining unit.

CONTRACTED SERVICES

- 3.05 a) The Parties acknowledge AUPE's commitment to provide quality service. No Employee will lose their employment or have a reduction in FTE as a result of the contracting out the work of the bargaining unit.
- b) The Employer further agrees that any site, facility or building owned or operated will be staffed by employees within the bargaining unit and that all custodial, maintenance, trades, warehouse and cafeteria functions and duties will be performed by members of the bargaining unit.
- c) Except that new P3 [tri-party constructed] sites, facilities and buildings owned or operated will not be staffed by maintenance or trades employees.
- d) The Employer agrees that bargaining unit employees are responsible for performing custodial functions, duties and responsibilities related to after hours use by rentals and community users. The Employer shall consult with the Union regarding the impact on custodial staff arising from any changes to Joint Use Agreements.
- 3.06 (a) Where possible, in the opinion of the Employer, any repairs or installations for maintenance or projects to buildings, sites, facilities or schools or components of buildings, sites, facilities or schools, estimated to cost ten thousand dollars (\$10,000.00) or less may be assigned to members of the bargaining unit; and
- (b) Where the Employer finds it becomes necessary to transfer, assign, sub-contract or outsource any work or functions performed by employees covered by this collective agreement, the Employer shall notify the Union sixty days (60) in advance of such change and shall meet, discuss and consult with the Union about reasonable measures regarding the interests of affected Employees.

- 3.07 The provisions of this Agreement shall not apply to students whose employment is contemplated by the curriculum of a course in which the student is enrolled, such as work placement or a cooperative experience program.
- 3.08 The provisions of this Agreement shall not apply to persons employed under special Federal or Provincial programs such as the Summer Career Placement Program or the Summer Temporary Employment Program when performing bargaining unit work.
- 3.09 Any student employed under this provision or any other provision shall not displace other permanent, temporary or casual employees and the employment of students shall not result in the abolishment or layoff of any other employee.

UNION RECOGNITION

- 3.10 A request by any Employee or Chapter for Union Representation at any meeting with the Employer shall not be unreasonably denied. The Employee shall be entitled to representation when it involves a discipline, written reprimand, suspension or discharge of employment.
- 3.11 The Employer shall advise new Employees of the fact that a Collective Agreement is in effect.
- 3.12 An Employee shall have the right to wear or display the recognized insignia of the Union, in accordance with the policies and procedures of the Employer.
- 3.13
- (a) The Employer shall provide bulletin board space at each site, facility and building upon which the Union shall have the right to post notices of meetings and such other notices and information as may be of interest to employees. The Union shall not post anything objectionable to the Employer.
 - (b) The Employer shall grant Union Staff Representatives access to its premises for Union business subject to prior permission of the Assistant Superintendent of Human Resource Services or designate. The Union Staff Representative shall have access to the work site to conduct Union business upon prior permission of the Employee's supervisor and school administration. The prior permission shall not be unreasonably denied.
 - (c) Union membership meetings may be held on Employer premises subject to the approval of the Employer.
- 3.14
- (a) The Employer recognizes Employees who are 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.

- (b) The Union shall keep the Employer advised, in writing, with up to date lists of the names of officers, committee members and any other representatives of the Union, who are authorized to act in grievances or in other official Union business. The Employer agrees to recognize only those representatives whose names have been submitted in writing.

3.15 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.

3.16 There shall be no discrimination, either by the Board or the Union, against any employee for filing a grievance.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 Nothing in this Agreement shall limit the Board in the exercise of its functions of management, under which it shall have among others, the right to hire, promote, demote, transfer, discipline, suspend, discharge Employees for just cause, and to classify positions.

4.02 The foregoing enumeration of Management's Rights shall not be deemed to exclude other rights of management not specifically set forth. The Board, therefore, retains all rights not otherwise specifically covered by this Agreement, regardless of whether the same have been hereto exercised.

ARTICLE 5 UNION MEMBERSHIP AND DUES CHECK OFF

5.01 All Employees have the right:

- (a) to be members of the Union and to participate in its lawful activities;
- (b) to bargain collectively with the Employer through the Union;
- (c) to voluntary membership in the Union;
- (d) Membership is a right for employees who decide to become members and maintain their membership.

5.02 The Employer shall deduct from the gross earnings of each Employee covered by this collective agreement as a condition of employment, an amount equal to the dues as determined by the Union.

5.03 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be

implemented by the Employer at the next possible pay period following expiry of the notice period.

- 5.04 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.

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, commencement date, the annualized hourly rate of pay and their classification.

The Employer shall provide the Union Chapter Chairperson, a written monthly list, of the name(s), classification and department of new Employee(s) hired for positions in the Bargaining Unit.

- 5.05 The Employer will record the amount of individual dues deducted on T'4's issued for income tax purposes.

ARTICLE 6 TIME OFF FOR UNION BUSINESS

- 6.01 The Employer shall grant time off with 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.

UNION LEAVE

- 6.03 (a) Leave of absence, without loss of regular earnings will be provided for Union Officers and members to conduct official Union Business on the following basis:
- i) members of negotiating committee, not to exceed five (5) in number, for time spent meeting with representatives of the Board during the formal negotiation of a Collective Agreement, such meetings to be acceptable to both parties.
 - ii) authorized Union representatives, not to exceed three (3) in number, for time spent meeting with representatives of the Board at a formal Joint Committee meeting where matters of mutual

concern are discussed. A fourth representative may attend, as required, at the Union's expense.

- iii) meeting with the Employer at formal Safety Committee meetings during normal working hours, and for meetings of the Joint Work Site Health and Safety Committee as provided by the Occupational Health and Safety Act;
- iv) participating in other Employer initiated or related meetings where the Employer deems that Local or Chapter representation is required.

- (b) Leave of absence without pay for other Union Business may be granted to no more than four (4) persons for a period of not greater than two (2) weeks each time.

6.04 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.

UNION BUSINESS

6.05 When it is necessary for a Union member to make a request for a leave of absence without pay to perform the duties of any office of the Local/Chapter or of the Union, the application for leave must be made in writing to the Employer for approval.

- (a) Time off, without pay, shall be provided to Union Members elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools, or to attend meetings as a member of the Union's Provincial Executive Board.
- (b) The Employer shall not unreasonably withhold leaves of absence, with or without pay, for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools, or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) When leaves to attend to Union Business has been approved, it is granted with pay and without loss of seniority. The Union agrees to reimburse the Employer for actual salary plus benefits paid to the Employee when on leave. Should the cost of her replacement be greater than the actual salary plus benefits, the Employer shall recover the greater amount.
- (d) The Employer will grant the leave of absence with pay and invoice the Union for the Employee's salary and applicable allowances, or the replacement salary costs, whichever is greater. The Employer shall bill the Union within sixty (60) days of leave of absence and the Union shall make

payment within thirty (30) calendar days of the date of receipt of the invoice.

ARTICLE 7 DISCIPLINE, DISMISSAL AND RESIGNATION

- 7.01 All employees may be disciplined or dismissed on the basis of just cause only. This clause shall not apply to temporary employees upon expiration of the temporary contract.
- 7.02 (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) The Employer will schedule a disciplinary discussion or investigation with an Employee, where such investigation is under the discretionary control of the Employer, by giving reasonable advance notice. At such discussion or investigation, an Employee shall be accompanied by a Union Steward.
- 7.03 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 In the event an Employee is given a written warning, it shall be within ten (10) days of the date the Employer concludes their investigation. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 7.05 In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union within five (5) days of the action being taken. The action of suspension or dismissal shall be within ten (10) days of the date that the Employer concludes their investigation. When action involves a suspension, the notice shall specify the time period of the suspension.
- 7.06 The Employee shall sign all notices of discipline, for the sole purpose of indicating she is aware of the discipline. It is deemed notification when the Employee refuses to sign.

HUMAN RESOURCE RECORDS

- 7.07 Employees shall have access to the Human Resource Services personnel digital file on line at any time. Employees may allow the Union Representative to view the personnel digital file but shall not share the password to the personnel file.

Copies of documents within the file shall be given to the Employee upon request at cost. The Employee shall have the right to respond in writing to any document contained therein, which will then become part of the file/permanent record.

- 7.08 After twenty-four [24] months no reference shall be made to disciplinary documentation in the Human Resource record in future disciplinary matters.

ARTICLE 8 HOURS OF WORK AND OVERTIME

- 8.01 It is understood that the working hours will be arranged on the general principle of five (5) days, forty (40) hours working week, Monday to Friday inclusive, wherever possible.
- 8.02 The Employer shall provide two (2) fifteen (15) minute paid breaks and one (1) thirty (30) minute paid or unpaid break per full shift. These options are subject to the operational requirements of the Employer.
- 8.03 There shall be no splitting of shifts or by mutual agreement, the shift shall not be split by more than one (1) hour maximum.

The hours of work for the Head Custodian classification and position shall commence no earlier than 6:00AM and finishes no later than 4:30PM.

- 8.04 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 time and one half (1 1/2X) times the Employee's regular hourly rate of pay. All additional and overtime hours worked will be paid on the employee's next pay period.

Overtime shall be paid as follows:

- (a) i) When the Managing Director, or an appointed representative authorizes overtime, it shall be paid at the rate of time and one half (1 1/2X).
- ii) By mutual agreement with their immediate supervisor, any employee may take time off in lieu of payment for overtime worked. Time off so arranged must be taken within the school year in which the overtime is worked.

Time off in lieu will be granted at the applicable overtime rate, for the number of hours worked and arranged without the need to replace the employee. An employee shall not accumulate more than five (5) days to be taken as time off in lieu of overtime throughout the school year.

- iii) An employee may choose to take time off in lieu of overtime at the appropriate overtime rate of pay at a time mutually agreed upon between the employee and the Employer. Overtime accumulated and not taken prior to June 30th of each year shall be paid out. However, overtime accumulated in the month of June can be carried over to the following year.
- (b)
 - i) Custodians, other than those on regular duty, who are required to open their schools for an authorized function, shall be paid time and one half (calculated on actual pay rate) for overtime worked when authorized by the Managing Director, or an appointed representative.
 - ii) Custodians who open a school for an authorized function and find that the party has not shown up after a thirty (30) minute wait, are to assume that the function has been cancelled without notice.

The custodian may work the remainder of the authorized rental time (maximum of eight [8] hours) and will be paid the overtime rate. If the Custodian decides to not work the remainder of the authorized rental (because there is no work to be completed) the Custodian shall be paid three (3) hours at straight time rate.

Should the custodian decide to work or not work the remainder of the authorized rental time, the site will be secured upon exiting and the Custodian shall notify the Custodial Manager immediately of his decision on the first work day following the authorized rental.

- (c) Overtime and call back time shall be divided by management equally among all staff within a classification who are willing and qualified to perform the work that is available. Any overtime worked past midnight to 8:00 am shall be at the rate of double time (2X).
- (d) In the event of a call back, the employee will be paid for a minimum of three (3) hours overtime. "Call back" is defined as work performed after normal working hours for which the employee is called back between the hours of midnight and 8:00 am; the pay shall be at double time (2X), unless an employee's regular shift starts before 8:00 am, in which case provision for double time (2X) pay will apply until the start of the employee's regular shift.
- (e) For any authorized function, the Custodial Manager shall, after consultation with the principal and Head Custodian of that building, authorize the number of custodians required to provide the necessary custodial services for that activity.
- (f) Light Duty Custodial Assistants will not be required to supervise rentals.

- (g) Light Duty Custodial Assistants and cafeteria employees shall be paid at the regular rate for hours worked beyond their regular daily shift up to eight (8) hours.
- (h) Maintenance employees shall be paid a minimum of one half (1/2) hour at the applicable rate per computer call out if the work can be completed without being required to come in to the work site.

ARTICLE 9 WAGES AND RATES OF PAY

- 9.01 The job classifications and wage rates shown in the appropriate Schedules A, B, C and D, which are attached hereto and made part hereof, shall, subject to the provisions hereof, be and remain in effect for the life of this Agreement. Employees shall be paid in accordance with the wage rates outlined in Schedules A, B, C and D.
- 9.02 Paydays shall be on a monthly basis by direct deposit to the financial institution of the Employee's choice.
- 9.03 The Board will evaluate new or changed jobs and shall notify employee(s) concerned and the Union of such changes. The wage rate for classifications not contained in these Schedules shall be negotiated with the Union and the Schedules will be revised accordingly.
- 9.04 The wage rates contained in the current collective agreement shall apply to the positions and the Employee shall receive then highest rate of pay pertaining to the trade certification that the Employee possesses.
- 9.05 When an Employee is designated to assume the following responsibility, the Employee shall receive a premium in addition to the basic rate of pay:

- a) **EDUCATION PREMIUM**

Where as an integral component of the core job requirements, an Employee working in a classification listed in Schedule C, who has equivalences acceptable to the Employer, has one or more additional certification(s) or when a journeyman is required to obtain building permits, that is an integral component of the core job requirements, a fifty-five cents (\$0.55) per hour premium will be provided on appointment and will continue as long as the position includes the responsibility.

- b) **MARKET SUPPLEMENT**

There may be occasions when it is necessary to differentially compensate employee(s) in a select job category in order to attract and/or retain employees with critical skills in key areas of the Employer. On such occasions the Employer will determine when critical skills may be extraordinarily compensated. The

Employer agrees to notify the Union of any proposed market supplement and the reasons for the extraordinary remuneration when the adjusted salary falls outside the normal base pay range for that employee's position. The Union will respond within ten (10) days of such notification to provide any additional comments or feedback. The parties will mutually agree to the appropriate rate of pay, method of market supplement and the specific time period for such extraordinary remuneration. Failing any final agreement, the parties agree to arbitrate the matter. Each application of a market supplement is independent of any existing or future market supplement for the same or different jobs and skills. The market supplement is a fixed term premium, subject to review.

c) PROFESSIONAL FEES

Employees shall be eligible for reimbursement of dues and fees paid to a licensing body, professional college or membership association to a maximum of one thousand dollars (\$1000.00) per calendar year (prorated); if such Employee has an active registration, and this registration is a requirement of employment as determined by the Employer.

**ARTICLE 10
NAMED HOLIDAYS**

10.01 The following days will be considered as paid named holidays:

- | | | |
|-----|---|-------------------|
| (a) | New Years Day | Labour Day |
| | Family Day | Thanksgiving Day |
| | Good Friday | Remembrance Day |
| | Easter Monday (if school holiday or Monday of Spring Break) | |
| | Victoria Day | Christmas Day |
| | Canada Day | Boxing Day |
| | Civic Holiday | Christmas Floater |

and all general holidays proclaimed to be a statutory holiday by any of the following:

- i) The city or municipality;
 - ii) The Government of the Province of Alberta; or the Government of Canada.
- (b) The Board will determine when the Christmas Float Holiday will be observed so as to insure that the efficient operation of the Schools will be maintained. This Christmas Float Holiday shall be observed during the regular Christmas school holiday period, and
- (c) All Employees are entitled to three (3) paid days off to be taken between Christmas and New Year's except where operational requirements do not permit. Days off shall be designated by the Employer.

- 10.02 Should any of the holidays listed in 10.01 (a) fall on a weekend, or on an employee's regular day off, the Employee shall receive an extra day's holiday to be taken at a time approved by the Superintendent or the Employee shall receive a regular day's pay.
- Part time Employees working less than five (5) days per week shall receive extra holiday credits on a pro rata basis according to the number of days and hours they actually work.
- 10.03 Church holidays, or any other special holidays, shall be observed at the discretion of the Board.
- 10.04 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.
- 10.05 When an Employee is called back to work on a paid holiday, he shall be compensated in accordance with the provisions of the overtime Article.
- 10.06 Authorized travel on Employer business on a paid holiday shall be considered working hours and shall be compensated in accordance with Article 24.
- 10.07 An Employee required to work on December 25 or 26 or on January 1 shall be compensated in accordance with the overtime Article.
- 10.08 To qualify for paid holidays, an employee must have worked the last scheduled shift prior to the holiday and the first scheduled shift following the holiday, except where absence due to illness is substantiated by a certificate, signed by a medical practitioner.
- 10.09 Should any of the holidays listed in 10.01 (a) fall during a period of vacation or a period of sick leave the named holiday will be paid and no day shall be deducted from the vacation entitlement or sick credit.
- 10.10 Should any of the holidays fall during an Employee's annual vacation, the Employer will add the day to the vacation period or provide another vacation day on another date.

ARTICLE 11 VACATIONS

- 11.01 For the purpose of this article, "Vacation year", corresponds to the period commencing on the first day of July for twelve (12) month employees, and the first day of September for ten (10) month employees, and concluding on the thirtieth day of June of each year.
- 11.02 (a) All requests for vacation leave shall be made in writing at least two (2) weeks prior to the beginning of the leave. An employee shall not take vacation leave without prior authorization of the Managing Director or

designate. Once vacations are authorized, they shall not be changed except by mutual agreement.

- (b) Notwithstanding 11.02 (a), subject to the approval of the Managing Director or designate, an employee may request up to two (2) days vacation with less than two (2) weeks written notice. Such requests shall be made in writing. Response to such requests shall be within one (1) working day.
- (c) All vacation requests shall not be unreasonably denied.

11.03 Vacation entitlement is earned during each vacation year of continuous service and taken during the following vacation year. Vacation entitlement with pay for employees shall be as follows:

- (a) An employee shall earn one and one quarter ($1 \frac{1}{4}$) days vacation for every full month worked (i.e. fifteen (15) days for every 12 months worked, twelve and a half ($12 \frac{1}{2}$) days for every 10 months worked).
- (b) Upon completion of seven (7) years of service, an employee shall begin to earn one and two thirds ($1 \frac{2}{3}$) days vacation for every full month worked (i.e. twenty (20) days for every 12 months worked, sixteen and two thirds ($16 \frac{2}{3}$) days for every 10 months worked).
- (c) Upon completion of fifteen (15) years of service an employee shall begin to earn two and one twelfth ($2 \frac{1}{12}$) days vacation for every full month worked, (i.e. twenty five (25) days for every 12 months worked, twenty and five sixths ($20 \frac{5}{6}$) days for every 10 months worked).
- (d) Upon completion of twenty four (24) years of service an employee shall begin to earn two and one half ($2 \frac{1}{2}$) days vacation for every full month worked (i.e. thirty (30) days for every 12 months worked, twenty five (25) days for every 10 months worked).
- (e) The above entitlements shall be pro rated for part time employees based on their Full Time Equivalency (FTE).

11.04 Vacation shall be taken during the vacation period designated by the Board.

- (a) Due consideration shall be given to the employee's needs and preference, provided the vacation time requested shall not interfere with the efficient operation of the Board.
- (b) Special requests for extended vacation or vacation outside the normal vacation period may be granted upon request. All requests shall be considered based on their individual merits. These requests are not limited to any specific time frame.

- (c) All Maintenance employees shall have the option of two (2) weeks continuous vacation during the summer break, the dates to be determined by the Board.
- (d) Notwithstanding Article 11.3, a twelve (12) month employee may, subject to the approval of the Board, utilize vacation credits during the year in which they are earned, provided such utilization does not exceed the vacation entitlements earned up to the commencement of the scheduled vacation.

11.05 Sick leave may only be substituted for vacation leave where medical evidence, satisfactory to the Board, can be provided that a serious illness or accident resulted in the employee having to cancel travel plans or return home from travel early.

Vacation entitlements shall be carried forward from one vacation year to another by written request submitted to the employee's supervisor by May 15th of each vacation year and such request is approved. Approvals will be provided to employees no later than May 31st of each vacation year.

11.06 Effective July 1, 2015, the Employee who has accumulated eleven (11) days or more in excess of their current vacation entitlement at the end of the vacation year, shall have vacation in excess of ten (10) vacation days paid to the Employee on their July 31st pay cheque.

ARTICLE 12 LEAVES OF ABSENCE

12.01 GENERAL

- (a) A leave of absence is an authorization for an employee to be absent from work for a definite period of time, is submitted to the Assistant Superintendent of Human Resource Services or designate, and is approved.
- (b) An employee may, at the discretion of the Board, be granted a leave of absence for a period of time, commensurate with the approved reason for which the request for leave is made, but in no event, for more than one year.
- (c) All requests for leave shall be in writing. Requests for leave shall be made at least two (2) weeks prior to the beginning of the leave, except those provided under Article 12.02, 12.03 and 12.04.
- (d) During a leave of absence in excess of thirty (30) calendar days, continuation of employee benefits shall be conditional upon the employee paying the full cost of such plans and without loss of seniority.

- (e) Employees called for jury duty or subpoenaed as a witness shall be paid according to Board policy.

12.02

COMPASSIONATE LEAVE

Critical Illness

- (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 (5) day period may be extended upon application to the Assistant Superintendent of Human Resource Services or designate. The granting of an extension to such leave shall be as the sole discretion of the Employer.
 - iii) Critical illness shall mean a life threatening illness. Medical evidence attesting to the critical illness must be provided by the Employee to the Employer.

Bereavement

- (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, grandchild, grandparent, son-in-law, daughter-in-law, a period not exceeding five (5) working days bereavement leave.
 - ii) The five-day period may be extended upon application to the Assistant Superintendent of Human Resource Services or designate. The granting of an extension to such a leave shall be at the sole discretion of the Assistant Superintendent of Human Resource Services or designate.
 - iii) To attend the funeral or service of a brother or sister-in-law, or grandparent-in-law two (2) working days bereavement leave. The two-day period may be extended upon application to the Assistant Superintendent of Human Resources Services or designate. The granting of an extension to such leave shall be at the sole discretion of the Employer.
 - (iv) To attend the funeral or service of an aunt, uncle, nephew, niece, one (1) working day bereavement leave. The one-day period may be extended upon application to the Assistant Superintendent of

Human Resource Services or designate. The granting of an extension to such leave shall be at the sole discretion of the Employer.

- v) Where travel requirements of total travel of more than two hundred and fifty (250) kilometers, or other special circumstances, the Employer may extend bereavement leave by two (2) additional days. The Employer may request reasonable evidence of total travel kilometers.

Compassionate Care Leave

- (a) When an Employee with a qualified person in the end-stage of life, who is dying or at significant risk of death, shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, in accordance with the compassionate care benefit under Employment Insurance legislation.
- (b) In order to qualify for leave under this provision, the employee shall meet the eligibility requirements of the Employment Insurance regulations.

12.03

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 Employee's employment with the Employer in any proceeding authorized by a court of law, and
 - iii) During such absence for Jury Duty, any fee received as a juror or witness shall be paid to the Employer.
- (b) Clause 12.03 (a) ii) does not apply when an Employee or the Union is taking action against the Employer.

12.04

MEDICAL LEAVE

- (a) 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.
- (b) Such leave must be taken during the year in which it is earned.
- (c) Time taken under this clause will reduce the Employee's sick leave accrual.

12.05 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.

12.06 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.

12.07 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 Managing Director 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 Managing Director.
- (d) Upon return from such specified leave, the employee shall be returned to their former position or shall be placed in a comparable position.

12.08 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
SICK LEAVE**

13.01 The Employer agrees to maintain an employee's pay in case of time lost from work by reason of illness or non compensable accident, on the following basis:

- (a) Sick leave credits will be earned at the rate of two (2) days per month by all permanent and probationary employees to a maximum of twenty-four

(24) working days per year for 12 month staff and twenty (20) working days per year for 10 month staff. Sick leave credits shall be accumulated at the rate of one hundred percent (100%) of the unused portion per year, to a maximum of two hundred (200) working days. Part time employee's sick leave entitlement shall be pro-rated on their full time equivalency.

- (b) Upon commencement of probation, an employee shall qualify for sick leave benefits. 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.
- (c) If an employee is absent due to sickness or disability for a period of seventy (70) working days, no further sick leave or vacation entitlements shall be earned until such time as the employee returns to work.

MEDICAL EVIDENCE

- (d) Payments will be made upon the basis of medical evidence satisfactory to the Employer.
 - (i) Each time, where the Employer requires a certificate signed by a qualified medical practitioner the cost of the medical evidence/proof of illness/certificate/examination/investigation shall be paid by the Employer to a maximum of fifty (\$50.00) dollars.
 - (ii) If an employee cannot perform their work as a result of illness suffered during the time of their employment with the Employer, they may be requested to undergo a medical examination at the expense of the Employer. If the results of the examination indicate that they cannot continue in their present position, employees will be eligible for sick leave benefits under Article 13 or medical disability under Article 14.
- (e) The amount of an employee's accumulated sick leave shall be provided by Human Resource Services at the employee's request.
- (f) A part time employee's accumulated sick leave shall be pro-rated to a full time accumulation when the employee commences working on a full time basis.

13.02

Employees who are reporting sick shall do so to their immediate supervisor and to the automated attendance system prior to the commencement of their normal work period in order that a replacement may be arranged for or the work reassigned.

The Employee must also keep the supervisor informed of their progress and their estimated time of return to work.

ARTICLE 14
MEDICAL DISABILITY

14.01 Notwithstanding any provision in this Agreement, after thirty (30) 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 (2) years.

If an Employee is not accepted by the Insurance carrier to be on extended disability benefits, the Employee may request leave from the Employer pursuant to Article 12.

14.02 Employees who become eligible for extended disability benefits as provided by this Article above shall not be entitled to the sick pay benefits provided elsewhere in this agreement.

ARTICLE 15
SENIORITY

15.01 (a) Seniority shall be applied on a bargaining unit wide basis. Seniority shall be transferred with an employee upon appointment to a position.

(b) Seniority shall not apply during the probationary period; however once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Article 15 and Clause 1.24.

(c) Seniority shall continue to accrue during all approved leaves of absence, and during layoff.

(d) Seniority shall not apply to casual employees, however when a casual employee becomes a regular employee, all service shall be credited.

15.02 (a) Seniority shall be retained and shall accumulate during any absence from work due to any injury or sickness, as provided within Article 15.

(b) Seniority shall be retained, but shall not accumulate during an employee's recall period of twelve (12) consecutive months or less, after being laid off.

(c) Seniority shall be lost and employment terminated:

i) due to resignation or discharge for just cause;

- ii) when an employee has abandoned their position after three (3) consecutive working days absence, except under extenuating circumstances;
- iii) when an employee has been laid off and has not been recalled before twelve (12) consecutive calendar months;
- iv) overstates a leave of absence without written permission unless a reason satisfactory to the Employer is provided; or,
- v) fails to reply to a recall notice within five (5) days pursuant to Article 18 (Layoff and Recall), unless a reason satisfactory to the Employer is provided.

15.03 A seniority list will be revised once each year. A copy of the list is to be posted on the bulletin board in each school and building, and a copy will be given to the Union no later than February 1 of each year.

- 15.04
- (a) The Employer shall provide to the chairperson of the Chapter an updated seniority list by the end of 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 District and shall contain the name of the school, the Employee's name, the Employee's classification, and the Employee's date of hire.

- 15.05 Seniority shall be considered in determining:
- (a) preference of vacation time subject to Article 11;
 - (b) layoffs and recalls, subject to the provisions specified in Layoff and Recall Article;
 - (c) promotions, transfers, and in filling all vacancies within the bargaining unit subject to the provisions specified in the Appointments, Vacancies and Promotions Article.

ARTICLE 16 PROBATION AND TRIAL PERIOD

- 16.01
- (a) Probationary Employees are all person initially hired to determine their suitability and compatibility for continued employment. All new Employees shall be considered probationary for the first nine months.
 - (b) Any new employee appointed to a position included in this agreement, or to any newly created position, shall serve a probationary period of nine (9) continuous months before being placed on permanent staff.

- (c) The Employer shall provide a paid probationary orientation for all newly hired Employees including orientation for each shift pattern wherever necessary, site orientation and the Employer's organization.

16.02 Prior to the end of the first nine months worked the Employer may extend the probationary period of a probationary Employee to the first twelve (12) months worked; or

for any periods of sick leave, vacation days or leaves of absence taken during the nine (9) month probationary period.

The Chairperson of the Chapter shall be informed of any such extension by letter from the Employer.

16.03 (a) The Employer shall provide a written performance appraisal of each probationary Employee at least once during her probationary period.

(b) If the immediate supervisor feels that a probationary employee is not meeting their job standards, that the employee shall receive a performance improvement discussion, followed by a letter outlining performance areas for improvement.

16.04 If a probationary Employee is unsuitable in the opinion of the immediate supervisor, such Employee may be terminated during the probationary period without notice. Such termination cannot be grieved under Article 21.

16.05 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.

16.06 Letters of appointment for all new probationary, continuous and temporary employees shall be forwarded to the Union within thirty (30) days of appointment.

TRIAL PERIOD

16.07 Where an Employee is transferred through competition, reclassified, or promoted, the Employer may require that he serve a trial period of up to six (6) 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 by the Employer;

but in either circumstance, at the discretion of the Employer, he shall be assigned to a similar position consistent with his 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 Basic Rate of Pay to which they would be entitled had they remained in their former position.

- 16.08 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.

ARTICLE 17 APPOINTMENTS, VACANCIES AND PROMOTIONS

- 17.01 (a) When a vacancy or when a new position is created or when a position is amended from part-time to full-time or vice versa (after consultation with the Union), the Board shall post notice on all applicable bulletin boards throughout the School System for a minimum period of five (5) working days. Preference shall be given to current bargaining unit Employees.
- (b) All job postings shall include an indication of the hours of work. The posting shall also contain the following information:
- qualifications and/or competencies as required;
 - employment status (Regular, Temporary);
 - classification and full-time equivalent (FTE);
 - range of rate of pay;
 - if temporary, the anticipated duration of such position.
- (c) For custodial postings, in addition to the above, the job posting shall contain information outlining the nature of the position, the size of the schools and the number of custodial staff presently in the school and the shift.
- (d) A copy of all posting(s) shall also be given to the Union. Where more than one employee has applied for the vacancy or position, Article 17.02 (a) shall be used in selecting the successful applicant.
- 17.02 (a) In filling vacancies, promotions or transfers, preference will be given to those employees having the most seniority, provided that the employees in question are of relatively equal ability.
- (b) All employees, who have applied for the vacancy, promotion or transfer, and the Union, will be advised in writing, of the successful applicant. When the posting process is completed and the position is awarded, notice of the award will be posted on the next bid sheet.
- (c) An Employee is required to remain at the same job classification and location for a minimum of six (6) months before applying for another vacancy or location, unless the Board deems special circumstances, after consultation with the Union.

- 17.03 In the event of unexpected vacancies or special contingencies, the Board may make such temporary transfers as is considered desirable in the interests of efficiency. The Union shall be advised of such transfers. Permanent transfers may only be made with the agreement of the Union.
- 17.04 A regular Employee who applies for and is successful on a temporary posting shall maintain her status as a regular Employee. At the completion of the temporary term, the regular Employee shall return to her former position.
- 17.05 A casual Employee who applies for and is successful for a temporary position shall receive all the entitlements and benefits applicable to a temporary employee. At the completion of her temporary term, the casual Employee shall resume the normal terms and conditions of employment applicable to a casual Employee.
- 17.06 The foregoing provisions shall be waived by the parties and deemed inoperative when placement of an Employee in a job is effected to accommodate the medical condition of an Employee for a physical or mental disability, to accommodate a request by the Workers' Compensation Board or the underwriters of the long-term disability income insurance plan. The purpose of the waiver is to provide a period of rehabilitative work experience or vocational rehabilitation.
- 17.07 This Article shall be waived by the Employer while there are individuals on layoff.

ARTICLE 18

LAY-OFF, RECALL AND SEVERANCE

18.01 DISCUSSION WITH UNION

- (a) The Parties recognize the value of a discussion, or a meeting prior to laying off Employees in the Bargaining Unit. The purpose is to discuss the relevant factors related to the layoff. The Employer will provide a current seniority list to the Union upon a layoff.

NOTICE PROVISIONS

- (b) When, in the opinion of the Employer, it becomes necessary to reduce the workforce of a department or reduce the hours of work of any employee, the Employer will notify the Employee who is to be laid off, in writing, thirty (30) calendar days prior to the date of the layoff, except that the thirty (30) calendar days notice shall not apply where layoff results from an act of god, fire, flood or a work stoppage by Employees not covered by this Collective Agreement. If notice is not served, Employees will receive their regular rate of pay for those thirty (30) days in lieu of notice.
- (c) If an Employee suffers a permanent reduction in her regularly scheduled hours of work, this Article shall apply.

- 18.02 (a) When lay offs are necessary within a classification identified in this collective agreement, employees shall be laid off within the classification in the reverse order of seniority.
- (b) Temporary and Casual Employees shall be terminated before any regular Employee is laid off. No new employees will be hired while any employee is on layoff.

- 18.03 (a) Recalls shall be within the classification in order of seniority.
- (b) The Board shall notify a laid off employee, being recalled, by registered letter, mailed to the last known address of such an employee. 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 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.

The laid off employee shall keep the Board informed, in writing of any change of address.

A laid off employee who receives a Notice of Recall shall advise the Board, in writing, if intending to return to work. The Board must receive this within seven (7) working days after the mailing of the Notice. The employee shall report to work within fourteen (14) working days after the mailing of the Notice of Recall.

An employee who fails to respond to the Notice of Recall, as detailed above, or who refuses recall, shall be deemed to have resigned from the Employer.

Provided the employee has not failed to return to work as provided above, the right of recall shall extend for a period of twelve (12) months from the date of layoff. Upon the expiration of the right to recall (after 12 months) the employee's employment relationship with the Edmonton Catholic School District will be terminated.

- 18.04 With the exception of Journeyman Trade positions, classification shall be defined as set out in Schedules A, B, C, and D of this collective agreement. Classification for Journeyman Trade positions shall be defined as the individual job title such as Electrician, Plumber, Carpenter, etc.

SEVERANCE

- 18.05 Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.

- (a) A Regular Full-time Employee shall be eligible for severance pay in the amount of four (4) week's regular pay for each full year of continuous employment to a maximum of sixty-four (64) weeks pay.
- (b) A Regular Part-time Employee shall be eligible for severance pay in the amount of two (2) week's regular pay for each full period of two thousand and twenty-two decimal seven five (2,022.75) hours worked at the basic rate of pay to a maximum of fifty-two (52) weeks pay.

ARTICLE 19

EMPLOYEE BENEFITS

19.01 All employees hired on a probationary or permanent basis and who work a minimum of fourteen (14) hours per week shall be eligible for benefits, up to the age of seventy (70) years.

An employee after the age of sixty five (65) shall be entitled to benefits and insurance as outlined in the benefits and insurance carrier plans.

19.02 The Board shall contribute on behalf of all participating employees in group insurance plans at the rate of 100% (one hundred percent) of the total premium and shall arrange cost sharing of premiums in such a fashion as to minimize taxable benefits to participating employees:

- (a) Alberta Health Care;
- (b) Extended Health Care including a Prescription Drug Plan;
- (c) Dental Care, which provides reimbursement up to the established maximums provided for in the 2009 Alberta Blue Cross Dental Fee Guide;
- (d) Life Insurance;
- (e) Accidental Death and Dismemberment and Life Insurance Group Benefits;
- (f) Extended Disability Benefit; and
- (g) Vision and hearing aid plan.

19.03 Early Retirees will be eligible to have their current coverage continued at group rates until age 65 provided the cost is borne by the retirees.

19.04 The Employer agrees to continue the benefit premium cost sharing for employees who are in receipt of Extended Disability Benefits.

19.05 The Board shall provide parking, where available, for employees at no cost to the employees.

19.06 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.

19.07 FLEXIBLE HEALTH BENEFIT SPENDING ACCOUNT AND FLEXIBLE SPENDING ACCOUNT

- (a) The current Flexible Health Benefit Spending Account shall be in effect up to and including December 31, 2015. Effective January 1, 2016, that account will be replaced by a Flexible Spending Account (FSA).
- (b) Both accounts shall be administered in accordance with the Income Tax Act and the applicable regulations in effect.
- (c) Both plans will be in accordance with the carrier's provisions.

Transition year (2015-2016)

Flexible Health Benefit Spending Account - Current

- (d) For the period September 1, 2015 to December 31, 2015, eligible full time employees shall receive two hundred and forty dollars (\$240.00) on September 1, 2015 to be deposited in the employee's account. Payment shall be pro-rated based on FTE.

Flexible Spending Account - New

- (e) For the period January 1, 2016 to June 30, 2016, eligible full-time employees shall receive three hundred and sixty dollars (\$360.00) by January 30, 2016 to be deposited in each employee's account. Payment shall be pro-rated based on FTE.

Subsequent Years

- (f) For subsequent years, on September 1st six hundred dollars (\$600) shall be deposited in the eligible Employee's account. Payment shall be pro-rated based on FTE.

ARTICLE 20

TRAINING, PROFESSIONAL DEVELOPMENT AND EDUCATION

- 20.01 (a) The Employer shall pay the full cost of any course of instruction [technical, vocational or correspondence], all reference books, course materials and tutoring required by the Employer for Employees to be certified to perform their jobs, specifically trades, maintenance, Power Engineering or building operator certifications; and

Workplace skills including English language (as provided by the Employer).

- (b) If any Employee takes an examination to qualify or renew any certification, the Employer shall allow time off with pay to write the examination and shall pay the examination fee provided that the Employee successfully passes the examination.

20.02 TRAINING/ EDUCATION

- (a) Employees seeking subsidy for training shall apply, in writing, to the Managing Director, prior to taking the course.
- (b) On approval by the Managing Director, an employee shall be reimbursed at the rate of 100% for tuition fees and books. Approval of courses shall occur within two weeks of submitting an application.
- (c) Only training courses pertaining to improving the employee's knowledge and ability to achieve the interests of the Board will be considered.
- (d) The employee must provide receipts and proof of attendance and completion prior to receiving the approved subsidy.

20.03 IN-SERVICE PROGRAMS

- (a) The parties to this agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education lies not only with the individual, but also with the Employer. The term "in-service" includes: orientation, acquisition and maintenance of essential skills and other programs which may be offered by the Employer.
- (b) Employees who, with the prior approval of their Supervisor, attend an in-service or development program shall not suffer a loss of pay for such attendance. An Employee who is required to attend a training course or seminar, shall be paid at straight time for attendance at such a meeting, or granted time off in lieu during the Employee's regular work shift.
- (c) The Employer's staff training and development policy governing in-service programs will include mandatory elements, as modified from time-to-time, and shall include, but will not be limited to the following:
 - i) Emergency preparedness [including fire, evacuation and disaster procedures];
 - ii) CPR (when established by the employer as a mandatory qualification);

- iii) Occupational health & safety matters and prevention of personal injury;
- iv) Workplace training program, which addresses English Language Learning (ELL) as required by the Employee.

20.04 CERTIFICATIONS

The Employer shall pay the full amount of the annual renewal fee for trade, maintenance, power engineering or building operator certificates of competence or recognized equivalents for each employee upon submission to the Employer.

ARTICLE 21 GRIEVANCE PROCEDURE

21.01 For the purpose of this Agreement, a grievance is defined as any difference or dispute between the parties concerning the interpretation, application, administration, or alleged violation of this Agreement 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.

21.02 (a) It is agreed that the maintenance of harmonious relations between the parties requires prompt filing and disposition of grievances. Any grievances, as hereinabove defined which may arise, must be presented within fourteen (14) working days after its occurrence, or reasonable awareness of its occurrence.

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

The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. If the respondent fails to comply with the provisions of the grievance procedure, the grievance shall be automatically processed to the next step.

(c) The time limit specified herein shall be deemed to be exclusive of Saturdays, Sundays, and Board recognized holidays, and may be extended by mutual consent of the parties. Time limits may only be extended by the written agreement of both Parties.

21.03 Nothing contained in this Agreement shall be deemed to deprive any employee of his right to process any grievance, as herein above defined.

21.04 COMMUNICATION

(a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the

President of AUPE with copies delivered to the Chairperson of the Chapter and the Union Representative.

- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Assistant Superintendent of Human Resources or his designated alternate.
- (c) The hearing of grievances at any stage of the grievance procedure will be held during the normal working day with no loss of basic pay for a participating Employee.

21.05 Upon the request of the employee, the Union shall have the right to represent the employee to process any grievance under this Agreement, as herein above defined. A termination of employment shall only occur in the presence of an official representative of the Union.

21.06 Union representatives will be allowed a reasonable amount of time during working hours in which to investigate or present grievances, provided they first obtain permission from their Supervisor to leave their particular assignment. The Board agrees that such permission will not be unreasonably withheld. The Union agrees that such privileges will not be abused.

21.07 Grievances shall be dealt with in successive steps, as follows:

STEP 1 An employee who wishes to register a complaint or discuss a problem shall present it orally to the immediate Supervisor. The Supervisor has two (2) working days in which to make an oral reply.

STEP 2 If the immediate Supervisor's decision does not satisfactorily resolve the matter, the employee, with the agreement of the Union, may submit the grievance to the Managing Director within five (5) working days. The grievance must be in writing, and include a statement of the following:

- the name(s) of the aggrieved;
- the nature of the grievance and the circumstances out of which it arose;
- the remedy or correction the Board is requested to make; and
- the articles and section(s) where the Agreement is claimed to be violated.

The Managing Director shall have five (5) working days to meet with the grievor and the Union and shall reply to the grievance. This reply will also be in writing to all parties.

- STEP 3 If the Managing Director's decision does not satisfactorily resolve the matter, the employee, with the agreement of the Union, has five (5) working days to appeal the decision to the Board of Trustees. The Board or an appointed committee of the Board, will hear the appeal within ten (10) working days and render its decision in writing within five (5) working days of the hearing. The reply in writing shall be to all parties.
- STEP 4 If the grievance is not settled at Step 3, the Board or the Union may, within twenty (20) working days following the conclusion of Step 3 refer the grievance to a Board of Arbitration or, a single arbitrator with mutual agreement, and in such case, notify the other party of its intent to proceed to arbitration. The arbitrator(s) shall be appointed and the proceedings carried on as described in the *Labour Relations Code*.

21.08

ARBITRATION

Either of the Parties may submit a grievance to arbitration and shall notify the other Party in writing of its intention to do so; and

- (a) name its appointee to the Arbitration Board; or
- (b) state its desire to meet to consider the appointment of a single arbitrator.

Within ten (10) days after receipt of notification, the Party receiving such notice shall:

- (a) inform the other Party of the name of its appointee to an Arbitration Board, or
- (b) arrange to meet with the other Party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.

21.09

- (a) Where appointees to a Board have been named by the Parties, they shall, within ten (10) days, endeavor to select a mutually acceptable Chairperson for the Arbitration Board. If they are unable to agree upon the choice of a Chairperson they shall immediately request the Director of Mediation shall appoint a Chairperson.

After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, they shall hear such evidence as the Parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the Parties within fourteen (14) days after the completion of the hearing.

- (b) The decision of a majority of the Board of Arbitration, or if there is no majority, the decision of the Chairperson, shall be the decision of the

Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the Parties.

- (c) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.

Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single arbitrator shall be borne equally by the two Parties to the dispute.

Any time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

21.10 DISPUTE BETWEEN THE PARTIES

- (a) In the event that a dispute of a general nature affecting more than one (1) Employee arises between the Employer and the Union regarding interpretation, application, or alleged violation of the Agreement, which cannot be resolved by discussion between the Parties, the dispute becomes a policy grievance or a group grievance.
- (b) Such grievance shall commence at Step 2 of the Grievance Procedure. The Employer or the Union may submit a grievance.

GROUP GRIEVANCES

- (c) A group grievance may be initiated by more than one (1) Employee provided that all Employees are grieving the identical issue and all Employees who are grieving have signed the initial grievance form. The decision of an individual to abandon a group grievance shall not prejudice the rights of the remaining members of the group to advance the grievance by signing and submitting any subsequent conveyance forms.

ADMINISTRATIVE REGULATION GRIEVANCES

- (d) Where the Union, by way of a grievance signed by the President of the Union, or the Employer by way of a grievance signed by the Superintendent, seeks to enforce an obligation which flows from the Employer to the Union or from the Union and/or its member(s) to the Employer and such obligation is alleged to arise out of this Agreement, the aggrieved shall submit the grievance by registered mail or receipted courier service to the other Party within fourteen (14) days of the date upon which the subject of the grievance occurred or within fourteen (14) days of the date upon which the aggrieved first became aware of the subject of the grievance. The Union may only launch administrative regulation grievances in regard to alleged obligations flowing from the

Employer to the Union arising out of this Agreement and shall not launch administrative regulation grievances in regard to alleged obligations flowing from the Employer to an Employee arising out of this Agreement.

- 21.11 Any grievance involving dismissal or suspension shall be submitted within fifteen (15) days at Step III of the Grievance Arbitration procedure.
- 21.12 All documentation may be submitted via fax, registered mail, couriered or hand-delivered.

ARTICLE 22 MATERNITY AND PARENTAL LEAVE

22.01 MATERNITY

- (a) An employee shall be granted leave without pay for maternity reasons for up to twelve (12) months from the date of leaving to the date of return, provided that she has completed one (1) year of permanent service before the leave is scheduled to commence. She shall apply three (3) months prior to the scheduled date of leave.
- (b) An employee, granted leave without pay for maternity reasons, pursuant to Article 21.01 (a) above, shall provide the Board with at least two (2) weeks written notice of readiness to return to work. The employee shall be returned to their former position or be placed in another position, at the identical salary level within the same department, upon return to work.
- (c) The Board shall determine the date that maternity leave commences except:
 - i) when the employee presents a medical certificate which indicates that maternity leave must be commenced earlier than the date authorized by the Board, in which case the maternity leave shall be commenced on the date indicated on the medical certificate, and,
 - ii) when the employee requires leave to conform to the regulations applicable to Employment Insurance Benefits.
- (d) Illness arising prior to the commencement of maternity leave and which is due to complications resulting from pregnancy, other than normal delivery, shall require a medical certificate in order for the provisions of Article 13 to apply.

- 22.02 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.

22.03 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.

22.04 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.

22.05 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.

TOP UP BENEFITS

22.06 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.

- (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 ninety-five (95%) 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

22.07 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

22.08 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.

22.09 ADOPTION LEAVE

- (a) An employee who has been on permanent staff for at least one (1) year at the time of application is eligible for leave without pay for adoption reasons. Such leave shall be for any period of time up to one (1) year or extended to a later date, which is mutually agreed upon.
- (b) The employee shall notify the Board upon receipt of the Notice of Approval to adopt. The leave shall begin in the week of the adoption.

- (c) An employee granted adoption leave shall provide the Board with at least two (2) weeks written notice of readiness to return to work. Such employee shall be returned to their former position or be placed in another position at a comparable salary level within the same department upon return to work.

ARTICLE 23

PENSION PLAN AND RETIREMENT SAVINGS

- 23.01 The Employer shall contribute to the Local Authorities Pension Plan (LAPP) for probationary and continuous full time and part time Employees in accordance with the regulations of the plan.
- 23.02 All probationary and continuous employees who work fourteen (14) hours or more per week shall be enrolled in the Local Authorities Pension Plan.
- 23.03 Employees who retire in accordance with the Local Authorities Pension Plan, whether or not they participate in the plan, and with ten (10) years of service with the Employer, shall receive a retirement bonus of Four Thousand (\$4,000.00) Dollars for the first ten (10) years plus Three Hundred and Fifty (\$350.00) Dollars for each additional year of service with the Employer. After 26 years of service, add Three Hundred (\$300.00) Dollars to the amount for every year of service until retirement.
- 23.04 The foregoing bonus shall be pro-rated for employees other than full time employees, based on the average percentage of full time employment over the full period of service.
- 23.05 Sick leave retirement payment for employees not registered in the Local Authorities Pension Plan:
- (a) Upon retirement and providing the part time employee has a minimum of ten (10) years of service with the Employer, and is a minimum of fifty-five (55) years of age, the monetary value of accumulated sick leave (to a maximum of two hundred (200) working days) will be paid to the employee.

ARTICLE 24

TRAVEL AND TRANSPORTATION

- 24.01 **TRANSPORTATION ALLOWANCE**
- (a) When an Employee is assigned duties necessitating the use of her personal vehicle/private automobile for district business, (which would include travel between sites) she shall be reimbursed at the rate set under Administrative Regulation 131- Travel Expenses. Mileage shall be paid by separate cheque every month.

(b) An employee who normally travels from the facility to her place of residence by means of public transportation following the completion of her duty shift but who is prevented from doing so by being required to remain on duty longer than her regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the facility to her place of residence.

24.02 VEHICLE ALLOWANCE

- (a) Maintenance and Trades Employees who are designated by their Managing Director to use their personal vehicle to transport district tools, equipment, and material for the purpose of district business shall receive a monthly allowance of eight hundred dollars [\$800.00] per month.

Employees in receipt of this allowance are not eligible for mileage reimbursement under Administrative Regulation 131 – Travel Expenses.

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

24.03 FULL CITY VEHICLE ALLOWANCE

- a. Maintenance and Trades Employees covered by this agreement will be paid an allowance in addition to Clause 24.02, if they are instructed by the Employer to use their vehicles to transport District tools, equipment and material for the purpose of the following Employer business:

Full-City Coverage:

Effective date of ratification
\$98.08

Prior to the amendment of the other Expenses category of any employee, the proposed change will be communicated in writing to that employee. Increases to this allowance will be consistent with the date and amount of increases to the salary schedule/general wages.

ARTICLE 25
TOOLS, UNIFORMS AND PROTECTIVE APPAREL/CLOTHING

- 25.01 (a) The Employer will furnish and maintain uniforms (launder and repair) without charge when the Employer designates the Employees wear a specific uniform. These remain the property of the Employer and shall

not be worn other than on duty. The nature, colour and style of the uniforms and the requirements of each group of Employees in respect thereto, shall be determined by the Employer including replacements at no cost to the Employee.

- (b) The Employer shall reimburse continuous employees, upon proof of purchase, an amount of up to three hundred dollars (\$300.00) every 2 school years for the cost of CSA approved safety footwear and work related clothing as determined by the employer.

25.02

TOOLS

- (a) One (1) basic set of hand tools shall be supplied to the school site by the Employer for use by Power Engineers or Building Operators.
- (b) Each Tradesman shall supply his own hand tools and bench tools as are required to perform his work. Specialty tools shall be supplied by the Employer as required.
- (c) Tools shall be replaced by the Employer when damaged or broken in normal use or when accidentally lost in an inaccessible area during working hours.

ARTICLE 26 OCCUPATIONAL HEALTH AND SAFETY (OH&S)

26.01

The Employer agrees to abide by the terms of the *Occupational Health and Safety Act*.

26.02

An Employee's rights shall be respected in accordance with the *Occupational Health and Safety Act*.

26.03

The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention and the Employer agrees to provide safety equipment when required and to install devices where necessary.

- (a) Identify situations which may be unhealthy or unsafe in respect of the worksite and make appropriate recommendations.
- (b) Assist in the development and promotion of measures to protect the health of Employees in the facility and to check the effectiveness of such measures. A Committee will be established to consider matters of Occupational Health and Safety.

26.04

An OH&S Committee will be established for the District and at each site covered under this Collective Agreement to consider matters of Occupational Health and Safety.

26.05 (a) The District OH&S Committee shall meet at least quarterly or more frequently if required by either party.

(b) The District OH&S Committee shall be comprised of representatives of Management and representatives of each Union in the organization.

The Union will have the right to designate at least one (1) member of the bargaining unit as a member of this Committee.

26.06 The Site level OH&S Committee(s) shall meet at least monthly or more frequently if required by either party.

The Committee(s) shall be established and the Union will have the right to designate a minimum of one (1) member from that site of the bargaining unit as members of this Committee.

26.07 The Basic Rate of Pay will be paid to such Employee for time spent in attendance at a meeting of the Committee.

26.08 The Employer will co-operate with the Committee by providing:

(a) materials and equipment necessary to carry out its functions in accordance with its terms of reference.

(b) data pertaining to workplace health and safety conditions.

26.09 The Employer shall not unreasonably deny committee members access to the workplace to conduct safety inspections including monitoring.

26.10 The Health and Safety Committee shall also consider measures necessary to ensure the safety of each Employee at the work site and may make recommendations to the Employer in that regard. The Employer shall reply in writing to the Health and Safety Committee within thirty (30) calendar days of receipt of the recommendations.

26.11 IMMINENT DANGER

No Employee shall be discharged, penalized or disciplined for refusing to perform any work or operate any equipment which the Employee has reasonable and probable grounds to believe presents an imminent danger to the health and safety of any Resident, Employee, or member of the public. Imminent danger is defined as a danger that is not normal for the Employee's occupation, or a danger under which the Employee engaged in their occupation would not normally carry out their work.

26.12 The Employer agrees that they will notify and meet with the Union at the earliest possible opportunity, following an incident of alleged abuse by an Employee or of alleged assault on an Employee.

ARTICLE 27
WORKERS' COMPENSATION

- 27.01 Workers' Compensation Board coverage will be provided by the Employer for Employees. In accordance with the Income Tax Act, Workers' Compensation benefits are not taxable.
- (a) When an employee is injured on the job they shall notify their Supervisor before they leave the worksite or as soon as is practical. Having done so, if employees are prevented from performing their regular work with the Board on account of an occupational accident that is recognized by the Workers' Compensation Board, the Board will supplement the award made by the Compensation Board for loss of wages to the employees by providing income of not less than ninety percent (90%) of the employee's regular net wages. The said supplement shall be maintained for a period not to exceed an employee's accumulated sick leave entitlement.
 - (b) The Board supplement will be paid to employees who have been recalled by the Workers' Compensation Board for further treatment of injuries suffered before being employed by the Edmonton Catholic School District.
- 27.02 (a) Employees will be eligible to apply for sick leave benefits in accordance with Sick Leave during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:
- (i) the Employee has sick leave credits available, and
 - (ii) the Employee meets the eligibility requirements for sick leave, and
 - (iii) the Employee assigns her WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for sick leave, once the WCB claim is approved. The Employer shall then reinstate the Employee's sick leave credits to the appropriate level. After money for sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive her benefits directly from the Worker's Compensation Board.
- 27.03 Employees shall be entitled to a named holiday or a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 27.04 (a) An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of her former position, shall return to work on the day that is determined by the Workers Compensation Board as 'fit to return'.

- (b) The Employer shall accommodate return to work sooner where agreeable between the Employer, the Union and the Employee based upon medical information.

ARTICLE 28 APPRENTICESHIP

- 28.01 If apprentices are appointed to any trade coming under the provisions of this agreement and are to be instructed in such trade, their instruction and other conditions of their employment shall be in conformity with the provisions of the Apprenticeship and Industry Training Act provided that the Employer may pay higher rates of pay than those minimum rates set out in the Act. Notwithstanding the above, if, upon application, an employee with at least 6 months service with the Employer is reclassified as an apprentice, the rate of salary at commencement of such service shall not be less than the rate of pay for a Maintenance Worker II with 6 months of service.
- 28.02 An employee who is accepted as an apprentice shall be credited, upon completion of apprenticeship, with the number of years of apprenticeship served as seniority in that trade.
- 28.03 While attending school as an apprentice, a permanent employee will receive their current apprentice pay and benefits in accordance with this collective agreement, subject to Employer approval.
- The parties may consider increasing the total number of employees accepted as an apprentice, to receive their current apprentice pay and benefits.
- 28.04 An employee who has benefited from this clause and leaves the services of the Employer voluntarily within two (2) years of receipt of the payment will be required to pay back the full amount of pay received while attending school.
- 28.05 An employee who is accepted as an apprentice shall be allowed to revert back to the employee's previous classification in the event that the apprenticeship position is suspended by the actions of the Employer.

ARTICLE 29 EMPLOYMENT INSURANCE PREMIUM REDUCTION OR REBATE

- 29.01 The Employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be returned to all eligible Employees as a payroll credit.

**ARTICLE 30
NO DISCRIMINATION**

- 30.02 This Collective Agreement has been negotiated with the intent to comply with the provisions of the *Human Rights, Citizenship and Multiculturalism Act*. If any part of this collective agreement, or application thereof is considered inconsistent with the terms of the *Act*, the matter shall be subject to discussion and failing resolution shall be the subject of a grievance.

**ARTICLE 31
RESPECT IN THE WORKPLACE**

- 31.01 The Union and the Employer recognize the right of the Employees to work in an environment free from discrimination and harassment, and the Employer after proper investigation, may discipline for just cause any person employed by the Employer engaging in the harassment of another Employee.

**ARTICLE 32
JOINT COMMITTEE LIAISON**

- 32.01 (a) A Joint Committee- Liaison shall be established comprised of the Chairperson of the Local Chapter and three additional employee elected by the membership; and the Managing Director and three other representative from the Employer.
- (b) The Local/Chapter Representative of the Union shall provide the names of up to four (4) elected Employees and the Employer shall provide the names of up to four (4) appointed Representatives to sit on the Liaison Committee.
- 32.02 Representation at the meetings may be expanded or contracted upon mutual consent of both parties.
- 32.03 The purpose of the Committee is to be advisory and consultative. The desired functions of the Liaison Committee are to examine and make recommendations regarding the concerns of Employees, the Employer and other matters related to employment, not covered within the Collective Agreement.
- 32.04 The Committee shall meet at mutually agreeable times, date and location upon request by the other party.

The Committee shall normally meet during normal working hours at dates and time mutually agreed. Should the employer call a meeting of the committee outside normal working hours, the Local/Chapter representatives 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.

An Employee shall be paid her basic rate of pay for attendance at these Committee Meetings.

Either party to this Agreement may give notice at any time to the other party when a special meeting is desired, and said meeting shall be held at a time and place as shall be fixed by mutual agreement. However, such a meeting must be held not later than ten (10) working days of such notice being given.

The Committee shall meet no less than once a month during the school year. Such meetings may be cancelled by mutual agreement.

No meeting shall be held during the months of July and August except with the consent of both parties.

Conclusions reached by the Committee will be recorded in writing and referred as recommendations to the appropriate authority for consideration and response.

ARTICLE 33 UNION/EMPLOYER RELATIONS

- 33.01 (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. The printing of the collective agreement will be at the Edmonton Catholic School District's unionized print shop.
- (b) The AUPE Union Representative or designate will provide the Employee with a copy of the Collective Agreement if necessary and any other materials the Union deems necessary.
- (c) A new Employee shall be advised of the name and location of his Union Steward by the AUPE Union Representative (or designate).

ARTICLE 34 DURATION AND TERMINATION

- 34.01 This agreement shall be in full force and effect as of September 1, 2012 and continue in full force and effect through the 31st day of August, 2016, and from year to year thereafter, except as hereinafter provided.
- 34.02 Either party may terminate this Agreement on August 31, 2016, by notice in writing of such desire, to the other party not less than sixty (60) days or more than two hundred and ten (210) days prior to the anniversary date.

- 34.03 Either party wishing to amend this Agreement shall give notice, in writing of such desire, to the other party not less than sixty (60) days or more than two hundred and ten (210) days prior to the anniversary date.
- 34.04 If notice to negotiate, following any notice to terminate, has been given by either party prior to the date of such termination, or if notice to amend has been given by either party, the Agreement shall remain in force until the process of Collective Bargaining has been completed in accordance with the *Alberta Labour Relations Code*.
- 34.05 If the negotiations extend beyond the anniversary date of this Agreement, any increase in pay shall be retroactive to that date, and shall cover all employees in the service of the Board at the date of the signing of the Agreement, including employees who have retired or who are on sick leave or compensation.
- 34.06 No Lockouts, Strikes, Restrictions
- During the life of the Agreement, the Union will not cause or permit members to cause or take part in any strike, sit down, or other activity which would interfere with the operations nor will the Union permit any picketing of the Employer's premises; nor will the Employer cause any lockout of its employees.

IN WITNESS WHEREOF, the Board and the Union have caused these presents to be executed by their duly authorized representatives.

Signed this 7th day of January, 2016.

ON BEHALF OF EDMONTON CATHOLIC SEPARATE SCHOOL DISTRICT NO 7

Marilyn Bergstra
Marilyn Bergstra
Board Chairperson

J. Carr
Joan Carr
Superintendent

Linda Dears
Witness

Joanne Bingham
Witness

ON BEHALF OF ALBERTA UNION OF PROVINCIAL EMPLOYEES

Guy Smith
Guy Smith
President

Jim Rehe
Witness

SALARY SCHEDULES

SCHEDULE A – CAFETERIA POSITIONS

		Sept. 1, 2012	Sept. 1, 2013	2.00%	Sept. 1, 2014	2.25%	Sept. 1, 2015	2.50%
		Approx. Hourly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Cafeteria Worker		18.144	18.5069	3208	18.9233	3280	19.3964	3362
Cafeteria Manager		22.985	23.4447	4064	23.9722	4155	24.5715	4259

SCHEDULE B – CUSTODIAL POSITIONS

		Sept. 1, 2012	Sept. 1, 2013	2.00%	Sept. 1, 2014	2.25%	Sept. 1, 2015	2.50%
		Approx. Hourly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Light Duty	Probationary	18.421	18.7894	3257	19.2122	3330	19.6925	3413
	Continuous	19.142	19.5248	3384	19.9641	3460	20.4633	3547
Light Duty Relief	Probationary	20.688	21.1018	3658	21.5765	3740	22.1160	3833
	Continuous	21.415	21.8433	3786	22.3348	3871	22.8931	3968
Custodian	Non Certified	22.154	22.5971	3917	23.1055	4005	23.6832	4105
	Continuous	23.112	23.5742	4086	24.1047	4178	24.7073	4283
	5th Class	23.365	23.8323	4131	24.3685	4224	24.9777	4329
	4th Class	23.585	24.0567	4170	24.5980	4264	25.2129	4370
	5th Class	22.333	22.7797	3948	23.2922	4037	23.8745	4138
	4th Class	22.540	22.9908	3985	23.5081	4075	24.0958	4177
Senior Custodian	Non Certified	24.900	25.3980	4402	25.9695	4501	26.6187	4614
	5th Class	25.160	25.6632	4448	26.2406	4548	26.8966	4662
	4th Class	25.367	25.8743	4485	26.4565	4586	27.1179	4700
	Training Site	28.038	28.5988	4957	29.2422	5069	29.9733	5195
	Non Certified	23.804	24.2801	4209	24.8264	4303	25.4470	4411
	5th Class	24.052	24.5330	4252	25.0850	4348	25.7122	4457
	4th Class	24.254	24.7391	4288	25.2957	4385	25.9281	4494
	Training Site	26.798	27.3340	4738	27.9490	4844	28.6477	4966
Relief Custodian	Non Certified	25.258	25.7632	4466	26.3428	4566	27.0014	4680
	5th Class	27.144	27.6869	4799	28.3098	4907	29.0176	5030
	4th Class	27.358	27.9052	4837	28.5330	4946	29.2464	5069

SCHEDULE B – CUSTODIAL POSITIONS (cont'd)														
Relief Custodian	Non Certified	Probationary		24,600	4264	25,0920	4349	52191	25,6566	4447	53366	26,2980	4558	54700
	5th Class	Probationary		24,796	4298	25,2919	4384	52607	25,8610	4483	53791	26,5075	4595	55136
	4th Class	Probationary		24,998	4333	25,4980	4420	53036	26,0717	4519	54229	26,7235	4632	55585
Head Custodian	Non Certified	<50000		25,090	4349	25,5918	4436	53231	26,1676	4536	54429	26,8218	4649	55789
		50000-100000		25,944	4497	26,4629	4587	55043	27,0583	4690	56281	27,7348	4807	57688
		100000-200000		27,738	4808	28,2928	4904	58849	28,9293	5014	60173	29,6526	5140	61677
		>200000		28,858	5002	29,4352	5102	61225	30,0975	5217	62603	30,8499	5347	64168
	Probationary	<50000		24,254	4204	24,7391	4288	51457	25,2957	4385	52615	25,9281	4494	53930
	Probationary	50000-100000		25,062	4344	25,5632	4431	53172	26,1384	4531	54368	26,7919	4644	55727
	Probationary	100000-200000		26,798	4645	27,3340	4738	56855	27,9490	4844	58134	28,6477	4966	59587
	Probationary	>200000		27,871	4831	28,4284	4928	59131	29,0681	5038	60462	29,7948	5164	61973
	5th Class	<50000		25,344	4393	25,8509	4481	53770	26,4325	4582	54980	27,0933	4696	56354
		50000-100000		26,204	4542	26,7281	4633	55594	27,3295	4737	56845	28,0127	4856	58266
		100000-200000		27,992	4852	28,5518	4949	59388	29,1943	5060	60724	29,9241	5187	62242
		>200000		29,100	5044	29,6820	5145	61739	30,3498	5261	63128	31,1086	5392	64706
		Probationary	<50000		24,473	4242	24,9625	4327	51922	25,5241	4424	53090	26,1622	4535
	Probationary	50000-100000		25,298	4385	25,8040	4473	53672	26,3845	4573	54880	27,0442	4688	56252
	Probationary	100000-200000		27,023	4684	27,5635	4778	57332	28,1836	4885	58622	28,8882	5007	60088
	Probationary	>200000		28,090	4869	28,6518	4966	59596	29,2965	5078	60937	30,0289	5205	62460
Head Custodian	4th Class	<50000		25,587	4435	26,0987	4524	54285	26,6860	4626	55507	27,3531	4741	56894
		50000-100000		26,440	4583	26,9688	4675	56095	27,5756	4780	57357	28,2650	4899	58791
		100000-200000		28,235	4894	28,7997	4992	59903	29,4477	5104	61251	30,1839	5232	62782
		>200000		29,342	5086	29,9288	5188	62252	30,6022	5304	63653	31,3673	5437	65244
	Probationary	<50000		24,704	4282	25,1981	4368	52412	25,7650	4466	53591	26,4092	4578	54931
	Probationary	50000-100000		25,523	4424	26,0335	4512	54150	26,6192	4614	55368	27,2847	4729	56752
	Probationary	100000-200000		27,254	4724	27,7991	4819	57822	28,4246	4927	59123	29,1352	5050	60601
	Probationary	>200000		28,333	4911	28,8997	5009	60111	29,5499	5122	61464	30,2886	5250	63000
	Training Site			29,942	5190	30,5408	5294	63525	31,2280	5413	64954	32,0087	5548	66578
		Probationary		28,615	4960	29,1873	5059	60710	29,8440	5173	62076	30,5901	5302	63627
*5th Class Power Engineering shall include the Building Operator "B" certification.														
**4th Class Power Engineering shall include the Building Operator "A" certification.														

SCHEDULE C – MAINTENANCE

[illegible]

Employees without journeyman qualifications, but with demonstrated ability and years of experience shall be paid at a rate ten percent (10%) lower than the rate paid to employees with journeyman qualifications for the corresponding trade.

All apprentices shall receive the appropriate percentage of the journeyman rates of pay as specified in the regulations pursuant to the Apprenticeship and Industry Trade Act.

SCHEDULE D – WAREHOUSE POSITIONS

[illegible]

GENERAL WAGE INCREASES

Date of Ratification - two (2%) percent lump sum payment to all employees based upon all hours paid from September 1, 2012 to August 31, 2013;

Effective September 1, 2013- two (2.0%) percent shall be applied to all 2012 rates of pay (as referenced in Salary Schedule "A", "B", "C" and "D").

Effective September 1, 2014- two point two five (2.25%) percent shall be applied to all 2013 rates of pay (as referenced in Salary Schedule "A", "B", "C" and "D").

Effective September 1, 2015- two point five (2.5%) percent shall be applied to all 2014 rates of pay (as referenced in Salary Schedule "A", "B", "C" and "D").

RETROACTIVITY

All adjustments and retroactivity shall be paid to Employees within ninety (90) days of ratification.

Retroactivity will be paid as per the Employer's historical practice.

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 sixty (60) days after the signing of this Agreement, a written application for such retroactive salary.

LETTER OF UNDERSTANDING #1

between

Edmonton Catholic Separate School District #7
(hereinafter referred to as the "Employer")

and

Alberta Union of Provincial Employees
(hereinafter referred to as the "Union")

RE: SUPPLEMENTAL VACATION

THE PARTIES agree that Article 11 - Vacations shall be amended to include the following:

- (a) Employees shall receive five (5) additional days with pay added to an employee's annual vacation if, during the preceding vacation year, the employee has not taken a leave of absence without pay for a period not exceeding two (2) consecutive working days and has not been absent from duty due to sickness, disability or non-occupational accident.

The five (5) additional days bonus in (a) shall be added to the employee's normal vacation entitlement based upon Clause 11.03.



- (b) In addition to (a) above, for Maintenance and Trades staff, employees taking annual vacation during the period when schools are in operation shall receive an additional one (1) extra day for each full week of vacation (means five [5] consecutive days) taken during that period based upon Clause 11.03.

These additional days bonus in (b) shall be added to the employee's normal vacation entitlement based upon Clause 11.03.



This Letter of Understanding shall remain in full force and effect for the life of the collective agreement.

Signed this 7th day of January, 2016.

For the Employer

For the Union

LETTER OF UNDERSTANDING #2

between

Edmonton Catholic Separate School District #7
(hereinafter referred to as the "Employer")

and

Alberta Union of Provincial Employees
(hereinafter referred to as the "Union")

RE: TRAVEL AND TRANSPORTATION

THE PARTIES agree that by no later than September 30, 2015, a Joint Committee will meet and consult on the concerns of the Employer and the Union with respect to the application of Article 24.



The Joint Committee will be comprised of three (3) representatives of management and three (3) representatives elected from the members of the bargaining unit. AUPE will provide resource personnel.

The objective of the Joint Committee is to address and resolve issues, concerns and problems with respect to the application of Article 24. All revisions, amendments, or additional to the collective agreement mutually agreed by the Parties meaning the Employer and AUPE, will be implemented no later than January 1, 2016.

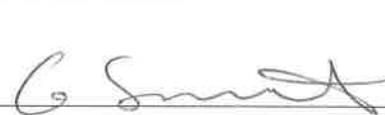

The Parties agree all current maintenance and trades employees designated by their Managing Director to be paid the vehicle allowance and full city coverage vehicle allowance shall continue to receive the allowances until all revisions, amendments or additional to the collective agreement are mutually agreed by the Parties.

Signed this 7TH day of January, 2016.

For the Employer

For the Union

LETTER OF UNDERSTANDING #3

between

Edmonton Catholic Separate School District #7

and

Alberta Union of Provincial Employees

RE: HOURS OF WORK PILOT PROJECT

Forty (40) hour work- week based on six (6) calendar days operational schedule

The Parties agree that for the Employer to meet operational requirements and needs, the Employer wishes to implement a forty (40) hour work-week based on a six (6) calendar day operational / five (5) working days work schedule ("the Schedule") with two (2) options of five (5) consecutive calendar days, either Monday to Friday inclusive or Tuesday to Saturday inclusive.

The purpose of the Schedule would be to address Joint Use Agreements with the objective of reducing overtime costs and providing options for employees to enhance work/ life considerations while preserving equivalent collective agreement rights for employees scheduled on either of the two options.

In order to assess the actual impact of the Schedule, there will be an Hours of Work Pilot Project for the 2015 – 2016 school year only. The Pilot Project will be jointly evaluated in order to assess a number of matters including, but not limited to, the following:

- Does the Schedule effectively address the staffing and overtime costs associated with Joint Use Agreements?
- Does the Tuesday to Saturday Schedule option provide equivalent rights under the Collective Agreement and in particular, under Article 10 –Named Holidays?
- What, if any, Collective Agreement amendments or additions would be necessary to facilitate the objectives and preserve rights should the Parties agree to implement the Schedule during another pilot project or on a permanent basis?

Application of the Schedule

This Letter of Understanding shall only apply to the Custodial classification and custodial work schedules.

A shift differential premium of \$0.45/hour shall be applied to those wages earned on Saturdays worked by those employees on the Schedule.

The Employer shall consult with the Union to implement the Schedule in up to five (5) schools during the school year of 2015 - 2016.

The process for the selection of custodians for implementation in each school shall consist of the posting of new positions in accordance with the Appointments, Vacancies and Promotions Article. In the event the Employer is unable to fill each new position with employees that apply, the Employer may assign and transfer Employees for the length of the Pilot Project on the basis of least seniority. If the Parties do not negotiate an agreement to continue the Schedule after the Pilot Project ends, employees on the Tuesday to Saturday option shall return to a Monday to Friday work week with no loss.

This Letter of Understanding shall be in full force and effect only until June 30, 2016.

Signed this 7th day of January, 2016.

For the Employer

Marilyn Bergh
J. Carr

For the Union

C. Smith