



Living Waters
Catholic Schools



COLLECTIVE AGREEMENT

BETWEEN

**LIVING WATERS CATHOLIC
SEPARATE SCHOOL DIVISION**

AND THE

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

**EFFECTIVE:
SEPTEMBER 1, 2020 – AUGUST 31, 2024**

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THIS COLLECTIVE AGREEMENT MADE THIS 19th DAY OF JANUARY, 2024

BETWEEN:

LIVING WATERS CATHOLIC SEPARATE SCHOOL DIVISION
(Hereinafter called "the Employer")

PARTY OF THE FIRST PART

AND:

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(Hereinafter called "the Union")

PARTY OF THE SECOND PART

PREAMBLE

WHEREAS, this agreement is made pursuant to the laws of the province of Alberta as amended from time to time including but not limited to the *School Act*, the *Human Rights, Citizenship, and Multiculturalism Act*, the *Employment Standards Code*, and the *Labour Relations Code*:

It is the desire of both parties to this agreement:

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

ARTICLE 1

DEFINITIONS

- 1.01 (a) A “Permanent Full-Time Employee” shall mean an Employee in an established position under this agreement who has successfully completed the required Probationary Period as defined in Article 9 and whose hours of work are defined as per Article 15 – Hours of Work and Article 16 - Overtime.
- (b) A “Permanent Part-Time Employee” shall mean an Employee in an established position under this agreement who has successfully completed the required Probationary Period as defined in Article 9 and who is scheduled to work less than the weekly hours of work set forth in Article 15 – Hours of Work and Article 16 – Overtime.
- (c) “Temporary Employee”, shall mean a person who is hired to replace a Full-Time or Part-Time Employee who is on an approved Leave of Absence for a period in excess of ninety (90) calendar days to a maximum of twelve (12) months.

The Temporary status may be extended to a maximum of eighteen (18) months with written notification to the Union.

In the case of Maternity Leave coverage, temporary status may be extended up to eighteen (18) months with written notification to the Union.

The parties agree that Temporary Employees **who have completed** six (6) months **of continuous employment** shall receive Insurance Benefits in accordance with Article 20 – Health and Insurance Benefits from the commencement of the temporary employment/engagement.

- (d) “Casual Employee” shall mean a person who:
- (i) works on a call-in basis and is not regularly scheduled, or
 - (ii) relieves a Full-Time or Part-Time Employee who is on an approved Leave of Absence with a set start and end date; the duration of which is ninety (90) days or less, or
 - (iii) for all other situations is regularly scheduled for a period of twenty (20) working days or less for a specific job.

- 1.02 The minimum number of days all Permanent Full-Time Employees shall be scheduled to work annually will directly correspond with the number of instructional days for students in their respective Wards plus an additional two (2) paid days within the operational days identified in the yearly school calendar. Days of work shall not be deemed to include Saturdays, Sundays, or statutory holidays.

- 1.03 A "Ward" is defined as one (1) of the three (3) Municipalities of Edson, Whitecourt and Slave Lake.
- 1.04 "Superintendent" shall mean the Chief Executive Officer of the Board, or authorized representative.
- 1.05 "Arbitration" shall take meaning from the appropriate section of the *Labour Relations Code* dealing with the resolution of a dispute or difference.
- 1.06 "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.
- 1.07 "Permanent Employment" shall mean continuous on-going employment after the successful completion of the probationary period. It may be either full or part-time.
- 1.08 "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 **Living Waters Catholic Separate School Division**.
- 1.09 "Union Representative" means a staff person from the Union authorized by the Union to act on behalf of an Employee.
- 1.10 "Union Steward" means an Employee who has completed the required AUPE courses and training necessary to provide Union representation to Members.
- 1.11 "Local" means Local 071 of AUPE.
- 1.12 "Chapter" means Chapter 71/012 of The Alberta Union of Provincial Employees.
- 1.13 "Member" means an Employee of the **Living Waters Catholic Separate School Division** who is included in this Collective Agreement and who is a member of the Local.
- 1.14 "Shall" means mandatory rather than directory.
- 1.15 **"Days" shall mean work days, excluding weekends and holidays, unless otherwise indicated.**
- 1.16 **"Probationary Period": All Employees must serve a Probationary Period of six months.**
- 1.17 **"Probationary Employee" are Employees initially hired and are serving their Probationary Period.**

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 Salary Schedule "A" - Grids, 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 Government of Alberta or Canada 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 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.
- 2.05 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, practices, guidelines or directives, the Collective Agreement shall apply.

ARTICLE 3

MANAGEMENT RIGHTS

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

ARTICLE 4

UNION JURISDICTION AND RECOGNITION

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees as described by the Labour Relations Board Certificate Number 163-99, as issued by the Labour Relations Board of the Province of Alberta.
- (a) Employees or persons 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.
 - (c) Where the Employer finds it necessary to transfer, assign, sub-contract, or outsource any work or functions performed by Employees covered by this Collective Agreement, the Employer shall inform the Union about reasonable measures regarding the interests of affected Employees.
 - (d) 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.
- 4.02 The Employer agrees that the Union shall be the sole Bargaining Agent for the incumbents of those positions which are included in classifications set out in this Agreement.
- 4.03 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 4.04 The Employer shall provide bulletin board space upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to Employees. The Union shall not post anything objectionable to the Employer.
- 4.05 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 the Union shall post the Collective Agreement on their websites. The Employer and Union shall co-operate in printing sufficient copies of the Agreement for distribution to existing Employees, and shall share equally the printing costs. The printing of the Collective agreements will be processed at AUPE Headquarters.**
- 4.06 The Union shall provide a Union orientation of not more than one-half (1/2) hour to a new Employee on the Employer's time. This orientation may be done at the Employer's General Orientation for new Employees. **The employer shall provide notice to the Union Chapter Chairperson of such orientation.**

- 4.07 The Employer will provide access to the Collective Agreement to new Employees. The Union will provide copies of the Collective Agreement to existing Employees and any other materials the Union deems necessary.
- 4.08 The Employer recognizes Employees who are registered as Union Stewards.
- (a) If requested by an Employee, a Union Steward may accompany or represent that Employee. The Union shall notify the Employer, in writing, of the names of the Union Stewards and advise the Employer of any changes.
 - (b) The Chapter or any Employee shall have the right to the assistance of a Union Representative in dealing with or negotiating with the Employer and the Employee shall be informed of this right. The Union Representative shall have access to the work site to conduct Union business upon prior approval of school administration.
 - (c) New Employees shall be advised of the name(s) and location(s) of their Union Steward(s) by the Chapter Chair or Union Representative.
- 4.09 The Parties agree that there shall be no discrimination exercised or practiced with respect to any Employee by reason of membership in the Union or lawful activity in the Union.
- 4.10 In the event any provision of this Agreement is in conflict with any existing or future legislation applicable to the employer, the section affected shall be renegotiated to the satisfaction of both parties. Such action shall not affect any other provision of the Agreement.

ARTICLE 5

UNION MEMBERSHIP AND DUES

- 5.01 Membership in the Union is mandatory. Membership is a right and participation is lawful and is a condition of employment.
- 5.02 For the purpose of this Article, "gross earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 5.03 The Employer shall, as a condition of employment, deduct from the gross earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union.
- 5.04 The Union shall advise the Employer, in writing, of any percentage change in the amount of dues to be deducted for the Employees. Such notice shall be communicated to the Employer at least thirty (30) working days prior to the date of the change.

- 5.05 The Employer agrees to remit to the central office of the Union, the amounts equal to the dues that have been deducted from the pay of Employees by the first working day after the fifteenth (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 pay period. Particulars, identifying the Employee's name and the amounts deducted from the Employee, shall be provided on an electronic format.
- 5.06 The Employer will record the amount of individual dues deducted on T4s issued for income tax purposes.
- 5.07 A minimum of once per month, the Board will provide to the Union a list of Employee particulars including: name, mailing address, e-mail address, telephone number, work location, base earnings, the amount of dues deducted, **gross earnings**, commencement date, **status (permanent, temporary, casual), full-time equivalency (FTE)** and their classification. **Employees who are working multiple positions, newly hired or on leave shall be identified.** The information shall be provided on an electronic format.

ARTICLE 6

TIME OFF FOR UNION BUSINESS

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

ARTICLE 7

NO DISCRIMINATION

- 7.01 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.

ARTICLE 8

RESPECT IN THE WORKPLACE

- 8.01 The Union and the Employer recognize the right of 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 9

PROBATIONARY PERIOD

- 9.01 Probationary Employees are all persons initially hired on **probation** ~~trial~~ to determine their suitability and compatibility for continued employment. All new Employees shall be considered probationary for the first six (6) months.

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

- 9.03 **The probationary period may be extended by:**

- (a) the time taken for sick leave, vacation, lay off, or leaves of absence;
or**
- (b) three (3) months upon mutual agreement with the Union.**

The Employee and Member Services Officer shall be informed of any such extension by letter from the Superintendent or Designate.

~~Prior to the end of the first six (6) months worked, the Employer may extend the probationary period of a probationary Employee to the first nine (9) months worked. The Employee and Union Representative shall be informed of any such extension by letter from the Superintendent or designate.~~

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

- 9.05 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.

9.06

Trial Period

Where an Employee is transferred through competition, reclassified, or promoted, the Employer may require that they serve a trial period of up to **six (6)** months in the new position.

Prior to the end of the trial period, the Employer shall schedule a performance discussion with the Employee.

The trial period may be extended by:

- (a) the time taken for sick leave, vacation, lay off, or leaves of absence;**
or
- (b) three (3) months upon mutual agreement with the Union.**

The Employee and Member Services Officer shall be informed of any such extension by letter from the Superintendent or designate.

During the trial period the Employee may either:

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

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

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

ARTICLE 10

DISCIPLINE

- 10.01 All Employees, except probationary Employees, may be disciplined or dismissed on the basis of just cause only. **The Employer shall provide notice of disciplinary action or investigation within ten (10) work days of the Employer becoming aware of the incident giving rise to discipline.**
- 10.02 Subject to the Employer's ability to schedule, an Employee shall have the right at any time to have access to and review their personnel file at the Living Waters School Board Office. Copies of documents within the file shall be given to the Employee upon request. The Employee shall have the right to respond in writing to any document contained therein, which will then become part of the Employee's personnel file. **There shall only be one (1) personnel file for each Employee.**
- 10.03 An Employee who is to be interviewed on any disciplinary measure or alleged misconduct shall be notified in advance of the purpose, time and place of the interview. Except for extenuating circumstances, an Employee shall receive at least twenty-four (24) hours notice of such meetings. The Employee shall be informed in this notice of the right to be accompanied by a Union Representative and/or Union Steward of their choosing.
- 10.04 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.
- 10.05 After twenty-four (24) months, ~~no reference shall be made to~~ disciplinary documentation in the **personnel file shall be deemed removed, Human Resource record in future disciplinary matters**, providing **no similar or greater additional discipline** was issued during the preceding twenty-four (24) months **and/or the disciplinary action is not the subject of an unresolved grievance.**
- 10.06 **Abandonment of Position (Moved from 17.02)**
An Employee who is absent for more than three (3) consecutive work days without the prior approval of their direct supervisor or designate shall be considered to have terminated their position.

ARTICLE 11

GRIEVANCE PROCEDURE/ARBITRATION

- 11.01 A Grievance under this Agreement shall be defined as:
- (a) any difference or dispute between the Employer and an Employee of the Employer, or

- (b) any difference or dispute between the Employer and the Union relating to the interpretation, application, or administration of this Agreement, or
- (c) an allegation that this Agreement has been violated, or
- (d) a situation where the Employer has allegedly acted unjustly or improperly.

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

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

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

11.05 **INFORMAL STEPS**

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

If a dispute arises between the Employer and an Employee, as outlined in Clause 11.01, the Employee shall discuss the matter with their immediate supervisor or designate with a view to resolving it within **ten (10)** days of the occurrence causing the grievance or within **ten (10)** days of the time the Employee first became aware of, or reasonably should have become aware that a grievance had allegedly occurred. If the dispute cannot be resolved satisfactorily, it may then be advanced to formal dispute resolution at Step I.

11.06 **FORMAL STEPS**

Step I

The Employee shall submit a written grievance signed by the Union on behalf of the Employee to the Employee's principal or designate within **ten (10) days of the meeting at the informal step** and it shall set out the nature of the grievance, the remedy sought, and the Article or Articles of the Agreement which are alleged to have been violated. The immediate supervisor will deliver a decision in writing to the Employee and Union Representative within ten (10) days following the day of which the grievance was presented to them. Failing settlement, then:

11.07 Step II

Within ten (10) days following the decision under Step I, the Union on behalf of the Employee shall submit the written grievance to the Superintendent or designate. The Superintendent or designate will deliver to the Employee and the Union Representative their decision in writing ten (10) days from the date on which the written grievance was presented to them. The parties shall, at the request of either party, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

11.08 Step III

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

11.09 Step IV

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

11.10 NON-BINDING MEDIATION

- (a) **Should there be no resolution at Step IV, either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.**
- (b) **If the parties mutually agree to mediation, the Mediator shall be appointed by mutual agreement between the parties. Failing agreement, the Director of Mediation Services will appoint a Mediator.**
- (c) **The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.**
- (d) **The Employer and the Union shall bear equally the total costs of the Mediator.**

- (e) **The grievance may be resolved by mutual agreement between the Parties.**
- (f) **The time limits in the grievance procedure and arbitration procedure are suspended when a grievance is referred to mediation.**

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

The parties may, by mutual agreement, agree that there may be a single Arbitrator in lieu of a Board of three (3) Arbitrators.

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

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

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

11.124 Each Party to the grievance shall bear the expenses of its representative appointee and the two Parties shall bear equally the expense of the Chair.

11.135 The Arbitration Board shall have jurisdiction to determine whether the grievance presents an arbitral issue.

ARTICLE 12

VACANCIES

12.01 (a) (i) All vacancies **(including permanent part-time or full-time, temporary and casual positions)** and all newly created positions shall be ~~posted bargaining unit wide on bulletin boards at each worksite, and posted on~~ the Employer's website for a minimum of five (5) consecutive working days in advance of making an appointment. **The Employer shall provide bulletin board space at each worksite for Union Representatives to post printed job ads.** ~~posted bargaining unit wide on bulletin boards at each worksite, and~~ **In urgent circumstances and with mutual agreement, postings may be of lesser duration.**

(ii) ~~In the case of custodial and maintenance positions, the posting period shall be for two (2) consecutive working days in advance of making the appointment.~~

(ii) The Chapter Chair shall be notified by fax or electronically of each posting at the time it is made.

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

12.02 When an appointment to a vacant position is being considered and where the Employer has assessed that the job-related ability, skills, performance and qualifications of two or more internal applicants are equal, then seniority shall be the deciding factor. **Internal applicants shall be given preference over external applicants, where all other factors are relatively equal.**

12.03 Each applicant appointed to a position shall receive a letter confirming the status, classification, FTE, rate of pay, the position, and the location of the position.

12.04 This Article may be waived by the Employer while there are individuals on layoff.

ARTICLE 13

MATERNITY AND PARENTAL LEAVE

13.01 Maternity Leave

Following **ninety (90) calendar days of service**, Employees are eligible for a leave of **absence without pay for more than seventy-eight (78) weeks (including parental leave) for maternity reasons.**

(a) **The Employee will provide notice of maternity leave a minimum of six (6) weeks prior to the expected date of birth.**

(b) The date on which maternity leave will commence will be determined by the Employee, in consultation with their physician, unless the pregnancy interferes with the performance of the duties of their position.

(c) **The Employee will provide written notification of their anticipated return date in accordance with 13.02.**

(d) **If a pregnancy ends in a miscarriage or stillbirth within sixteen (16) weeks of the estimated due date, the employee is still entitled to maternity leave but is not entitled to parental leave. Such leave shall end sixteen (16) weeks after it begins.**

(e) **If pregnancy interferes with job performance during the twelve (12) weeks before the due date, the Employer can require the Employee to start Maternity Leave earlier by notifying the Employee in writing.**

13.02 An Employee on approved maternity leave is entitled to return to the position they held immediately prior to going on leave. If their position no longer exists, they will be placed in alternate work of a comparable nature at the same rate of pay and benefits. An Employee who wishes to resume their employment on expiration of their approved maternity leave will provide at least four (4) weeks notice in writing of the day they intend to resume employment. In the event the Employee wishes to resume employment earlier than their intended date of return, they may do so under the following conditions:

- (a) one (1) month following the birth of their baby if a medical certificate is provided; or
- (b) six (6) weeks following the birth of their baby if a medical certificate is not provided.

13.03 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 their absence. The Employee will provide medical evidence from their physician specifying the portion of their maternity leave attributable for any health related absence. If an Employee opts to continue their benefit coverage with the Employer beyond the illness related portion of their leave, they must prepay their premiums for the non-medical portion of their leave.

13.04 A pregnant Employee who satisfies the Employer, through medical evidence from their physician, that continued employment in their present position may be hazardous to their health or to their 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, they may request maternity leave, if eligible, under this Article. In the event that such leave commences within the first four (4) months of pregnancy, which necessitates an absence of longer than twelve (12) months, the Employee may request further leave without pay.

13.05 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 their maternity leave provided:
 - (i) they are receiving employment insurance maternity benefits,
 - (ii) they have sufficient illness entitlement, and
 - (iii) they provide medical evidence from their physician specifying the portion of their maternity leave attributable for any health related absence.

- (iv) the period of all top up benefits shall not exceed eighteen (18) weeks.
- (b) Evidence of payment of Employment Insurance maternity benefits (cheque stub) must be presented to the Employer in order to receive maternity top up benefits.
- (c) The maternity top up benefit will provide the Employee with one hundred percent (100%) of gross earnings less deductions.
- (d) An Employee who wishes to receive top up benefits will apply for Employment Insurance maternity benefits as soon as eligible.

13.06

Parental Leave

Following **ninety (90) calendar days** of service, leave of absence without pay and benefits to a maximum of **sixty-two (62) weeks within a seventy-eight (78) week period will be granted to an employee for parental leave for their newborn or adopted child.**

- ~~(a) The Employee will apply for leave a minimum of one (1) month prior to the anticipated birth or adoption date, or provide as much notice as possible.~~
- (a) **The Employee will 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 fifty-two (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 their parental leave, they must prepay the premiums.

13.07

General

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. Where an Employee decides to terminate their employment prior to the end of the approved leave, any prepaid benefit premiums will be reimbursed.

13.08

No Employee will be eligible for leave under this Article that is in excess of **seventy-eight (78) months**, per birth or adoption, unless otherwise approved.

ARTICLE 14

VACATIONS

- 14.01 (a) Custodians and Maintenance Personnel shall earn vacation in accordance with the following schedule:
- (i) Less than one (1) full vacation year of employment: The Employee earns one (1) day for each month of service to a maximum of ten (10) days.
 - (ii) During the first four (4) full vacation years of continuous service: the Employee earns two (2) weeks vacation of ten (10) days.
 - (iii) During the fifth (5th) and sixth (6th) full vacation years of continuous service: the Employee earns three (3) weeks vacation of fifteen (15) days.
 - (iv) During the seventh (7th), eighth (8th) and ninth (9th) full vacation years of continuous service: the Employee earns four (4) weeks vacation of twenty (20) days.
 - (v) During the tenth (10th) and subsequent full vacation years of continuous service: the Employee earns five (5) weeks vacation of twenty-five (25) days.
- (b) Vacation for a Part-Time Employee Custodian or Maintenance Personnel shall be prorated based on the number of hours the Employee worked on an annual basis as compared to the normal hours of work for a full-time Custodian or Maintenance Personnel in the same classification.
- (c) "Vacation year" means the twelve (12) month period commencing on September 1 and concluding on August 31. Vacation earned in one vacation year shall be taken in the following vacation year. Vacation earned in one vacation year may be taken in the same vacation year with prior approval of the supervisor.
- (d) For Maintenance and Custodian staff any vacation time beyond three (3) consecutive weeks requires a prior written application from the Employee and approval from the supervisor at least one (1) month prior to the intended vacation date.
- (e) Sick leave may only be substituted for vacation leave where medical evidence, satisfactory to the Employer, can be provided that a serious illness or accident occurs prior to the scheduled vacation time and results in the Employee having to cancel vacation plans such as travel or attendance/participation in special events.

14.02 Requests for vacations shall be made in writing at least two (2) weeks prior to the beginning of the leave. Response to such requests shall be made by the Supervisor or designate within five (5) working days **and be based upon operational requirements.**

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

- (a) Prior to the fifth (5th) full vacation year of continuous employment; four percent (4%) of regular earnings.
- (b) During the fifth (5th) and sixth (6th) full vacation years of continuous employment; six percent (6%) of regular earnings.
- (c) During the seventh (7th), eighth (8th) and ninth (9th) full vacation years of continuous employment; eight percent (8%) of regular earnings.
- (d) During the tenth (10th) and subsequent full vacation years of continuous employment; ten percent (10%) of regular earnings.

ARTICLE 15

HOURS OF WORK

15.01 (a) Secretary

The minimum normal hours of work in a full day for a Permanent Full-Time Employee shall be seven and one-half (7 ½) hours exclusive of meal breaks. However, this does not constitute the maximum hours an Employee may be required to work in a day.

(b) Library Clerk, Financial Assistant, and Clerk Typist, School-based Technology Clerk, Student Services and Off-Campus Education Coach and Early Childhood Facilitator

The minimum normal hours of work in a full day for a Permanent Full-Time Employee shall be seven (7) hours exclusive of meal breaks. However, this does not constitute the maximum hours an Employee may be required to work in a day.

(c) ~~Teacher Assistant~~ **Educational Assistant and Lifeskills Facilitator**

The minimum normal hours of work in a full day for a Permanent Full-Time Employee shall be six and one-half (6½) hours, exclusive of meal breaks. However, this does not constitute the maximum hours an Employee may be required to work in a day.

(d) Custodians and Maintenance Personnel:

The minimum normal hours of work in a full day for a Permanent Full-Time Employee shall be eight (8) hours, exclusive of meal breaks. However, this does not constitute the maximum hours an Employee may be required to work in a day.

~~(e) Career and Community Connections Coach~~

~~The minimum normal hours of work in a full day for a Permanent Full Time Employee shall be six (6) hours, exclusive of meal breaks. However, this does not constitute the maximum hours an Employee may be required to work in a day.~~

(e) Nutrition Program Lead

The minimum normal hours of work in a day shall be three (3) hours. However, this does not constitute the maximum hours an Employee may be required to work in a day.

(f) Classroom Supervisor

Classroom Supervisors work on a casual or temporary basis when a certified teacher is unavailable. There are three (3) types of Classroom Supervisors who will be called on in order of "Category" as per Article 23. The minimum normal hours of work shall be either a full day of eight (8) hours or a half day of four (4) hours.

(g) Employees Working in Multiple Positions

An Employee working multiple positions who works six and one-half (6 1/2) hours or more, exclusive of meal breaks, shall be deemed to be Full Time.

15.02 Within the first two (2) weeks of each school year, or upon reassignment, an Employee's hours of work shall be outlined in writing by the Employer.

15.03 When employees are required by the Employer to attend field trips, paid hours of work shall include travel time. Hours worked beyond eight (8) hours a day or on a day off shall be compensated at the overtime rate.

ARTICLE 16

OVERTIME

- 16.01 An Employee may be required to work additional hours or overtime. All such additional hours or overtime must be authorized by the principal prior to the Employee working the additional hours or overtime.
- 16.02 Overtime hours shall be defined as hours worked by an Employee in excess of eight (8) hours per day or forty (40) hours per week or on scheduled days off or paid holidays or designated days off.
- 16.03 Overtime hours will be calculated to the nearest one quarter (1/4) hour and shall be paid for at the rate of one and one-half (1½) times the Employee's regular hourly rate of pay. All additional and overtime hours worked will be paid on the Employee's next month's pay.
- 16.04 All call out hours will be paid at the overtime rate for a minimum of three (3) hours.

ARTICLE 17

LEAVES OF ABSENCE

- 17.01 Notification of Leave
- An Employee shall request any leave under this Article from their principal **or supervisor as defined in the Employment Confirmation Letter** prior to the commencement of any leave of absence and shall outline the nature of their leave request.
- ~~17.02 Abandonment of Position (moved to Article 10)~~
- ~~An Employee who is absent for more than three (3) consecutive days without the prior approval of their direct supervisor or designate shall be considered to have terminated their position.~~
- 17.02 Critical Illness / Compassionate Leave
- (a) Temporary leave of absence, with pay and benefits, necessitated at the time of critical illness shall be granted as follows:
- (i) For members of the immediate family: Spouse, child, parent, brother, sister, parent-in-law, grandchild, grandparent, son-in-law, daughter-in-law; a period not exceeding five (5) days.

- (ii) The five (5) day period may be extended upon application to the Superintendent **or Designate**. The granting of an extension to such leave shall be at the sole discretion of the Superintendent **or Designate**.
- (iii) Critical illness shall mean a life threatening illness. Medical evidence attesting to the critical illness must be provided by the Employee to the Superintendent.

17.03 Bereavement Leave

- (b) Temporary leave of absence, with pay and benefits, in the event of a death, shall be granted as follows:
 - (i) For members of the immediate family: Spouse, child, parent, brother, sister, parent-in-law; a bereavement period not exceeding five (5) days. The five (5) day period may be extended upon application to the Superintendent or designate. The granting of an extension to such leave shall be at the sole discretion of the Superintendent or designate.
 - (ii) To attend the funeral of aunt, uncle, nephew, niece, grandparents, grandchild, and other in-laws, a bereavement period not exceeding three (3) days leave, and the bereavement period may be extended to a maximum of five (5) days upon application to the Employer. The granting of an extension to such leave shall be at the sole discretion of the Superintendent or designate.

17.04 Personal Leave

- (a) Subject to the operational requirements of the school, an Employee is entitled to two (2) days of personal leave with pay in each school year. ~~The first~~ **Unused** full or half days of personal leave in any given year may be accumulated to a maximum of three (3) days.
- (b) Personal Leave days shall be prorated in accordance with the date of hire.

17.05 Court Appearances

- (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.
 - (iii) Notwithstanding the above, such leave shall not apply in cases where the Employee is appearing as the defendant.

- (b) Clause ~~12.05(a)(ii)~~ **17.05 (a)(ii)** does not apply when an Employee or the Union is taking action against the Employer.
- (c) Any fees received by the Employee shall be turned over to the Employer.

17.06 Family Medical Leave

- (a) Subject to the prior approval of the principal, an Employee shall be granted up to one (1) day leave of absence with pay per year for the purpose of obtaining necessary medical or dental treatment not available locally for members of their immediate family provided the assistance of the Employee is required. Immediate family shall be defined as the Employee's parents, spouse, sons, or daughters.
- (b) An Employee who requires time off for the purpose of attending medical, dental or such appointment shall be granted time off with pay and benefits in accordance with Article 19.01, under Sick Leave. An Employee may be required to provide proof of attending such appointment.
- (c) Such leave must be taken during the year in which it is earned.

17.07 Child Medical Leave

Employees shall be entitled to four (4) days per year of paid leave for the purpose of unexpected medical care for the Employee's children.

17.08 ~~Paternity~~ Birth or Adoption of a Child Leave

Employees shall have one (1) day of ~~paternity~~ leave with pay **to be present at the time of the birth or adoption of their child**. This day shall be the day of the birth/**adoption**, or either the day before, or the day after the birth/**adoption** of their child.

17.09 Education Leave

The Parties agree that Employees may be eligible for Educational Leave during the term of the current Collective Agreement as follows:

- (i) Employees may apply in writing to the Employer for leave without pay or benefits for up to one (1) 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) **calendar** days prior to the commencement of leave.
- (ii) Education leave shall be granted in accordance with the needs of the Division, and at the discretion of the Superintendent.

- (iii) Upon return from such specified leave, the Employee shall be returned to their former position or shall be placed in a comparable position.

17.10 Political Leave

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

17.11 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.

ARTICLE 18

NAMED HOLIDAYS

- 18.01 (a) The following are considered named holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
Heritage Day (August Civic)	

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

- 18.02 When a holiday falls on a day that would otherwise be a normal day off for an Employee, the Employee, upon mutual agreement, shall receive an alternate day off or, in absence of mutual agreement, the Employee shall receive payment for such date at their Basic Rate of Pay.

- 18.03 An Employee shall not be eligible for a holiday or pay for a holiday when:

- (a) The Employee is absent without the consent of the Employer on either the last regular scheduled working day immediately preceding, or the first regular scheduled working day following the holiday.
- (b) A holiday falls within a period of paid leave (other than vacation), or non-paid leave.
- (c) In July and August, a non-custodial Employee does not work the day before and the day after the holiday.

18.04 When a holiday falls during a Custodian or Maintenance Personnel's annual vacation, the Employer may add the day to the vacation period, provide the Employee with an alternate day off, or provide the Employee with a regular day's pay.

18.05 All general holidays proclaimed by the Government of Alberta shall be recognized as holidays, except when replacing the named holidays in 18.01.

ARTICLE 19

SICK LEAVE

19.01 (a) A Permanent Employee, during their first year of employment, shall be entitled to a sick leave credit at a rate of two (2) days per month for each full month worked. After the first year of employment, the Employee shall be entitled to ninety (90) calendar days of sick leave.

(b) For the purpose of computing sick leave credits under Article 19.01 Clause (a), the following shall be counted:

- (i) days worked;
- (ii) days on which the Employee is on vacation; and
- (iii) days on which the Employee is on a leave of absence with pay from the Employer at the Employer's Basic Rate of Pay.

19.02 Where a sick absence is for a period of three (3) consecutive days or less, before any sick leave payment is made, an Employee may be required by the Employer to provide a certificate signed by a medical doctor or doctor of dentistry indicating that the absence was necessitated by illness. If a note is being required, the Employer shall notify the Employee.

19.03 Before any sick leave payment is made, a certificate signed by a medical doctor or a doctor of dentistry indicating that the absence was necessitated by illness, shall be submitted by the Employee where the sick leave is for a period in excess of three (3) consecutive days-

- 19.04 Sick leave credits shall start to accumulate from the first full month worked and accumulate for each subsequent full month worked. Sick days taken shall be deducted from an Employee's accumulated sick leave credits.
- 19.05 All sick leave credits of an Employee will terminate upon termination of employment.
- 19.06 Employees who are reporting sick shall do so to their immediate supervisor or designate prior to the commencement of their normal work period in order that a replacement may be arranged for or the work reassigned.
- 19.07 Notwithstanding any provision in this Agreement, after ninety (90) 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 the Employee may request leave from the Board pursuant to Article 17.11.

ARTICLE 20

HEALTH AND INSURANCE BENEFITS

- 20.01 The Employer shall contribute toward premiums for the following Alberta School Employee Benefit Plan [ASEBP] insurance and health plans calculated on the basis of:
- (a) Where an Employee works more than twenty-five (25) hours per week the Employer shall pay one hundred percent (100%) of the insurance premiums cost for the following plans:
 - (i) Group Life Insurance Plan;
 - (ii) Dental Insurance Plan;
 - (iii) Extended Health Care Benefits Plan;
 - (iv) Alberta Health Care Insurance;
 - (v) Vision Care Plan;
 - (vi) Extended Disability Insurance Plan.

- (b) Where an Employee works more than fifteen (15) hours per week up to and including nineteen (19) hours per week, the Employer shall pay fifty percent (50%) of the insurance premiums cost. Where an Employee works twenty (20) hours per week up to and including twenty-five (25) hours per week, the Employer shall pay seventy-five percent (75%) of the insurance premiums cost.
- 20.02
 - (a) Provided that Employees receive a letter from the principal prior to May 31st of the current year stating that they are expected to return to work for the next school year, the Employer shall continue to pay insurance premiums during July and August.
 - (b) Those Employees who are not assured of a position in writing by May 31st of the current year, for the subsequent school year, benefits shall terminate on June 30th.
- 20.03 All aspects of the insurance and health plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plans.
- 20.04 A married couple employed by the Employer shall enroll in those eligible plans on a family basis only.
- 20.05 A benefit plan coverage will commence in the second month of employment.
- 20.06 Participation in the Group Life and Extended Disability Plans is a condition of employment for eligible Employees.
- 20.07 An Employee working fifteen (15) hours or less per week is not eligible to enroll in the insurance plans.
- 20.08 Payments made towards benefit plans by the Employer shall permit it to retain and not pass on any rebates of premiums otherwise required by the insurance carrier or Employment Insurance.
- 20.09
 - (a) Provided the master policies of the insurance carrier allows, an Employee on an approved extended absence without pay and benefits from the Employer under any provision in this agreement may have the ability to maintain the insurance benefit coverage provided the Employee agrees to pay one hundred percent (100%) of the cost of the premiums. This shall be arranged at the initiative of the Employee and by either pre-paying the premiums at the time the leave commences or by providing the Employer with monthly post dated cheques. At any point where payment is not forthcoming from the Employee the Employer shall forthwith remove the Employee from benefit coverage.

- (b) For the purposes of Article 20, a committee of two (2) trustees, two (2) teachers, two (2) AUPE representatives as voting members and an agent of the Board and an agent of AUPE (as non-voting members) is empowered to make recommendations to substitute a new carrier for the insurance plans, provided that an equivalent level of insurance and benefits is maintained. A quorum for this committee shall consist of all six (6) voting members. All motions shall require one hundred percent (100%) unanimity before recommendations are made to the Board for approval.
- (c) An Employee whose entitlement has terminated shall have sixty (60) days following their termination to submit a claim for eligible expenditures incurred prior to termination.

20.10 Health Spending Account (HSA):

- (a) An annual Health Spending Account (HSA) will be set up for all AUPE Employees. Effective September 1, 2016, the annual HSA amount for each Full-Time Permanent Employee will be nine hundred and fifty dollars (\$950.00) deposited into the account in accordance with the guidelines, procedures and the Employer's option as outlined in the ASEBP.
- (b) This HSA shall be provided to eligible Permanent Part-Time Employees on a pro-rated basis (minimum of fifty percent (50%)) based upon the annualized regular hours of work as of September 1st.
- (c) Employees who in the course of the school year are hired or transferred into a new position which is eligible for the HSA shall be:
 - (i) entitled to a HSA on a pro-rated basis on the number of full months remaining in the school year from the date the benefit eligible position was attained; and
 - (ii) eligible to use their HSA for the eligible expenditures incurred on or after the eligibility date for health and dental benefits under Article 20.
- (d)
 - (i) Any unused allocation in an Employee's HSA as of August 31 each calendar year may be carried forward for a maximum of one (1) Calendar year.
 - (ii) An Employee whose entitlement has terminated shall have sixty (60) days following her termination to submit a claim for eligible expenditures incurred prior to termination.
- (e) The HSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable regulations.

ARTICLE 21

SENIORITY

- 21.01 Seniority shall be restricted to each Ward.
- (a) An Employee's "Seniority Date" shall be defined as the length of continuous service as a Permanent Full-Time and/or Part-Time Employee with the Employer, including all periods of approved leaves, commencing from the last date of hire in the Employee's Ward. Seniority shall be transferred with an Employee upon appointment to a position in the same Ward.
 - (b) **Temporary Employees do not have seniority. However, when a Temporary employee becomes a Permanent Full-Time or Permanent Part-Time Employee, the Temporary Employee's prior service shall be credited, provided such period (s) of Temporary Employment is contiguous with their Permanent Employment, excepting summer layoffs.**
 - (c) **Seniority shall not apply to Casual Employees.**
- 21.02 The Employer shall maintain one (1) seniority list by Ward.
- 21.03
- (a) The Employer shall provide electronically, to all AUPE Employees (by Ward) an updated seniority list by the end of February and October each year. ~~The Union shall have one (1) month to raise issues with regard to the list, thereafter the list will be deemed to be correct.~~ **Errors will be corrected as appropriate; however, once a determination on an identified error has been made, the determination shall be considered final.**
 - (b) The lists by Ward shall be by Seniority Date and shall contain the name of the school, the Employee's name, the Employee's classification, and status.
- 21.04 An Employee shall lose all Seniority and shall be deemed to have terminated employment with the Employer if the Employee:
- (a) resigns or retires; or,
 - (b) is discharged for cause and not reinstated; or,
 - (c) overstays a leave of absence without written permission unless a reason satisfactory to the Employer is provided; or,
 - (d) fails to reply to a recall notice within five (5) days pursuant to Clause 22.04 (Layoff and Recall), unless a reason satisfactory to the Employer is provided; or,

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

ARTICLE 22
LAYOFF AND RECALL

22.01 The Parties recognize the value of a discussion, prior to laying off Employees in the Bargaining Unit. The purpose is to discuss the relevant factors related to the layoff **and every effort shall be made to minimize the impact on employees. Prior to the implementation of this article, the Employer will provide to the Union:**

- (a) a current seniority list;
- (b) **a list of affected classifications and Employees; and**
- (c) **the reason and anticipated duration of the layoff.**

22.02 (a) Except in the case of an unforeseen or emergent circumstance, the Employer ~~Superintendent or designate~~ will notify a Permanent Full-Time or Permanent Part-Time Employee who is to be laid off thirty (30) calendar days prior to the date the layoff is to occur.

(b) In the event that a layoff is necessitated by an unforeseen or emergent circumstances, the required notice shall be waived and the Employee shall receive one (1) day's pay for each work day the notice period is short of the required notice.

(c) Temporary and Casual Employees shall be terminated before any regular Employee is laid off.

22.03 In determining the order of layoff all Permanent Full-Time and Permanent Part-Time Employees shall be laid off by classification, in each Ward, in the reverse order of seniority, provided the remaining Employees, in the opinion of the Employer, have the qualifications and ability to perform the work available.

22.04 **Employees on layoff may work within their Ward on a casual basis in any classification for which they are qualified and will be paid at Step 1 of the classification worked. classification worked.**

~~22.05 Employees shall be provided with a written notice of recall.~~

22.05 When work becomes available, Employees on layoff shall be recalled by Ward and by classification in the order of seniority **provided, if** in the opinion of the Employer they have the qualifications and ability to do the work available.

22.06 The laid off Employee shall keep the Employer informed, in writing of any change of address **and their preferred method of communication (i.e., current phone number, personal email address or mailing address.)**

22.07 **The Employer shall notify a laid off employee being recalled by contacting the Employee via their stated preferred method of communication (i.e., phone call, email or registered letter). If the Employer is unable to contact the Employee via phone or email, recall notice shall be sent by registered letter, mailed to the last known address of such an employee.**

In the event the Employer is unable to contact the Employee by telephone, recall shall be deemed to have been carried out seven (7) calendar days after delivery of a registered letter to 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.

22.08 In the event of a Notice of Recall:

- (a) A laid off Employee who receives a Notice of Recall shall advise the Employer, in writing, if intending to return to work. The Employer must receive this within ~~five (5)~~ **seven (7)** calendar days after the **receipt** of the Notice. The Employee shall be available to work within ten (10) calendar days after the **receipt** of the Notice of Recall.
- (b) An Employee who fails to respond to the Notice of Recall, as detailed above, or who refuses recall for reasons the Employer determines to be unsatisfactory, shall be deemed to have resigned from the Employer.
- (c) Provided the Employee has **not** declined a recall notice 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 Employer the **Employer Living Waters Catholic Regional Division No. 42** will be terminated.
- (d) **An Employee who is recalled to a Permanent or Temporary position, as per 22.07 (a), shall be paid at the step of the salary grid that they would have been paid at had the layoff not occurred.**

ARTICLE 23

WAGES AND PREMIUMS

23.01 Employees shall be paid in accordance with the job classifications and wage rates outlined in Salary Schedule "A" - Grids.

(a) Educational Assistant:

- i. **Certified – This classification is expected to have an Educational Assistant/Teacher Assistant/Special Needs Assistant Certificate from a certified post-secondary educational institution.**
- ii. **Non-Certified – This classification are those employees who are not in possession of an Educational Assistant/Teacher Assistant/Special Needs Assistant Certificate.**

(b) Classroom Supervisor: Works on a casual or temporary basis when a Certified teacher is not available. There are three (3) types of Classroom Supervisors who will be called on in order of Category.

- i. **Category A – Degree other than Education. Individuals must hold a minimum of a Bachelor's Degree from a recognized University.**
- ii. **Category B – Post Secondary Diplomas, Certificates or individuals who have completed at least one (1) year in a recognized education program from a recognized college or post-secondary institution. To be used when Category A replacement classroom supervisors are unavailable.**
- iii. **Category C – High School Education – To be used when Category A or Category B replacement classroom supervisors are unavailable. Individuals must hold an Academic High School Diploma, be recommended by a school or District administrator and can only be used in ECS to grade 9 classrooms.**

23.02 Normally, a new Employee shall be hired at step one (1) in the hourly wage schedule, however, at the sole discretion of the Employer, with consideration for previous experience and market demands, a new Employee may be hired at a higher wage level.

23.03 (a) All incremental increases within a pay range for a classification will be granted on the anniversary date of placement in the classification.

(b) Permanent Full-Time Employees advance one (1) step on the grid in each year.

(c) Permanent Part-Time Employees will advance one (1) step after two (2) full calendar years.

- (d) When the Employer initiates the transfer of an Employee to a classification with a higher Rate of Pay, they shall be advanced to the start rate of such higher classification, except where the start rate is lower than the Employee's existing Basic Rate of Pay. In this case, they shall be advanced to the next higher increment for the higher classification that provides for, at least, a three percent (3%) increase in salary.
- (e) When the Employer initiates the transfer of an Employee to a classification with a lower Basic Rate of Pay the Employee shall not be eligible for further pay increases until the rate of Basic Pay surpasses the Employee's current Basic Rate of Pay (i.e. red-circled/grandfathered).

23.04 **All Permanent and Temporary employees are required to submit an electronic timesheet and staff absence form, using the Atrieve software, as per the payroll calendar established annually by the Employer.**

The Payroll Department will process the submitted information and electronically deposit Employee salary payments.

ARTICLE 24

CLASSIFICATIONS

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

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

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

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

24.02 All requests for reclassification of existing positions or the classification of new positions shall be submitted in writing to the Employer.

The Superintendent or designate, in consultation with the Employee concerned, the Principal, and such other person(s) as they deem appropriate, shall conduct and conclude a position evaluation within thirty (30) days of receipt of the written request.

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

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

ARTICLE 25

RRSP CONTRIBUTIONS

25.01 The Employer and Employee shall contribute to the Registered Retirement Savings Plan for all Permanent Full-Time and Permanent Part-Time Employees covered by this Collective Agreement subject to the following:

- (a) Employee participation is mandatory.
- (b) Participating Employees shall maintain an RRSP account to which payroll deductions are to be deposited on the regular pay day of each pay period following enrollment.
- (c) For each participating Employee, the Employer shall contribute five percent (5%) of the Employee's gross pay period salary to their designated RRSP account.

The Employer shall deduct at source the Employee's contribution of the amount as per instructions from the Employee. The minimum pay period contribution shall be twelve dollars (\$12.00).

- (d) Payroll deduction changes shall be permitted effective twice yearly (September 1st and February 1st each year).
- (e) New Employees shall be eligible for participation upon the completion of the probationary period.
- (f) The Employer contributions shall be made to the Employee's RRSP account. Calculations shall be based upon the Employee's income for that pay period.
- (g) The RRSP benefit shall be registered with ~~the Investors Group~~ **Canada Life, or any applicable successor organization.**

- (h) The Employer contribution shall be included as a taxable benefit to the Employee on the annual T4 document.

ARTICLE 26

LABOUR MANAGEMENT COMMITTEE

- 26.01 The parties agree to establish a Joint Labour Management Committee comprised of the Chair of the Chapter and one (1) additional Employee elected by the membership; and the Superintendent and one (1) other representative from the Employer.
- 26.02 The Committee shall meet at mutually agreeable times, date and location upon request by the other party.
- 26.03 The Committee shall normally meet during normal working hours at dates and time mutually agreed. The Union representative shall be entitled to leave with pay for the meeting including travel time. The parties shall be responsible for any expenses incurred by their representatives.
- 26.04 The Committee shall meet and discuss concerns related to working terms and conditions and any other matters related to employment not covered within the Collective Agreement.
- 26.05 The purpose of the Committee is to be advisory and consultative.

ARTICLE 27

TRAVEL AND TRANSPORTATION

- 27.01 (a) When an Employee is assigned duties necessitating the use of their personal vehicle/private automobile for division business, for travel and transportation of students, materials or equipment, they shall be reimbursed at the Employer approved rate. Mileage shall be paid by direct deposit every month.
- (b) Employees not designated by the Superintendent under this allowance provision shall not be required to use their personal vehicles to transport students, division tools, equipment and material for the purpose of division business.

ARTICLE 28

TRAINING AND PROFESSIONAL DEVELOPMENT

- 28.01 The Employer and the Union recognize the value of training and professional development. The Employer will continue to support training and professional development for Employees as determined necessary by the Employer.
- 28.02 Certifications
- (a) The Employer shall pay the full amount of the annual renewal fee for the building operator certificates of competence or recognized equivalents, as a condition of employment, for each Employee upon submission to the Employer.
 - (b) Employees required to obtain and maintain a Class 4 driver's license shall be reimbursed by the Employer for any fees incurred, including but not limited to medicals, road tests, and additional insurance.
 - (c) Employees required to obtain and maintain a Standard First Aid, Level "C" CPR shall be reimbursed by the Employer for any fees incurred.

ARTICLE 29

PROTECTIVE APPAREL AND FOOTWEAR

- 29.01 Permanent Full-Time Maintenance Personnel and Custodians, who are required to wear safety footwear, upon proof of purchase, shall be reimbursed an amount up to two hundred and fifty dollars (\$250.00) every two (2) years for the cost of one (1) pair of CSA approved safety footwear.

ARTICLE 30

OCCUPATIONAL HEALTH AND SAFETY

- 30.01 The Employer agrees to abide by the terms of the *Occupational Health and Safety Act*.
- 30.02 (a) An Occupational Health and Safety Committee shall be composed of representatives of the Employer and representatives of the Union and may include others representing recognized functional bargaining units. The Chapter shall nominate and elect three (3) representatives on the Committee who shall be paid the Basic Rate of Pay for time spent in attendance at a meeting of this Committee.

- (b) The Committee shall meet at the request of the Chairperson of the Committee or upon written request of at least four (4) Committee representatives.

ARTICLE 31

DURATION/TERM OF AGREEMENT

- 31.01 This Agreement shall be in full force and effective from September 1, 2020 until August 31, 2024. All changes made will be in effect on the first (1st) day of the month following ratification by the parties, with the exception of wages which shall take effect on the date specified.
- 31.02 Either party may give to the other, not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the termination of this agreement, a notice in writing of its intention to commence collective bargaining. Collective bargaining shall be conducted in accordance with the provision of the *Labour Relations Code*.
- 31.03 In the event that any law passed by the Government of Alberta or Canada renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.
- 31.04 Any notice required to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:

In the case of the Employer to:

Superintendent of Schools
Living Waters Catholic Separate School Division
Box 1949
4204 Kepler Street
Whitecourt, AB T7S 1P6

In the case of the Union to:

The President
Alberta Union of Provincial Employees
10025 – 182 Street NW
Edmonton, AB
T5S 0P7

SALARY SCHEDULE "A" – GRIDS

Effective September 1, 2020, increase by 0%*						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 11
Financial Assistant	\$20.94	\$22.48	\$23.82	\$25.23	\$26.61	\$27.44
Secretary	\$20.07	\$21.60	\$22.97	\$24.35	\$25.76	\$26.53
Clerk-Typist	\$18.65	\$20.06	\$21.44	\$22.77	\$24.24	\$24.95
Educational Assistant - Certified	\$20.93	\$21.74	\$22.54	\$23.38	\$24.27	\$25.01
Educational Assistant - Non-Certified	\$20.03	\$20.81	\$21.57	\$22.37	\$23.23	\$23.93
Library Clerk	\$20.93	\$21.74	\$22.54	\$23.38	\$24.27	\$25.01
Custodian	\$17.60	\$18.62	\$19.56	\$20.56	\$21.57	\$22.23
Maintenance Personnel	\$23.24	\$25.10	\$26.88	\$28.66	\$30.51	\$31.42
School-Based Technology Clerk	\$20.94	\$22.48	\$23.82	\$25.23	\$26.61	\$27.44
Student Services and Off-Campus Education Coach	\$23.24	\$25.10	\$26.88	\$28.66	\$30.51	\$31.42
Early Childhood Facilitator	\$20.94	\$22.48	\$23.82	\$25.23	\$26.61	\$27.44
Lifeskills Facilitator	\$20.94	\$22.48	\$23.82	\$25.23	\$26.61	\$27.44
Nutrition Program Lead	\$20.93	\$21.74	\$22.54	\$23.38	\$24.27	\$25.01

Classroom Supervisor	Step A	Step B	Step C
Full Day	\$180.88	\$158.84	\$136.78
Half day	\$90.44	\$79.42	\$68.90

Effective September 1, 2021, increase by 0%*						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 11
Financial Assistant	20.94	22.48	23.82	25.23	26.61	27.44
Secretary	\$20.07	\$21.60	\$22.97	\$24.35	\$25.76	\$26.53
Clerk-Typist	\$18.65	\$20.06	\$21.44	\$22.77	\$24.24	\$24.95
Educational Assistant - Certified	\$20.93	\$21.74	\$22.54	\$23.38	\$24.27	\$25.01
Educational Assistant - Non-Certified	\$20.03	\$20.81	\$21.57	\$22.37	\$23.23	\$23.93
Library Clerk	\$20.93	\$21.74	\$22.54	\$23.38	\$24.27	\$25.01
Custodian	\$17.60	\$18.62	\$19.56	\$20.56	\$21.57	\$22.23
Maintenance Personnel	\$23.24	\$25.10	\$26.88	\$28.66	\$30.51	\$31.42
School-Based Technology Clerk	\$20.94	\$22.48	\$23.82	\$25.23	\$26.61	\$27.44
Student Services and Off-Campus Education Coach	\$23.24	\$25.10	\$26.88	\$28.66	\$30.51	\$31.42
Early Childhood Facilitator	\$20.94	\$22.48	\$23.82	\$25.23	\$26.61	\$27.44
Lifeskills Facilitator	\$20.94	\$22.48	\$23.82	\$25.23	\$26.61	\$27.44
Nutrition Program Lead	\$20.93	\$21.74	\$22.54	\$23.38	\$24.27	\$25.01

Classroom Supervisor	Step A	Step B	Step C
Full Day	\$180.88	\$158.84	\$136.78
Half day	\$90.44	\$79.42	\$68.90

Effective June 1, 2023, increase by 1.25%*						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 11
Financial Assistant	\$21.20	\$22.76	\$24.12	\$25.55	\$26.94	\$27.78
Secretary	\$20.32	\$21.87	\$23.26	\$24.65	\$26.08	\$26.86
Clerk-Typist	\$18.88	\$20.31	\$21.71	\$23.05	\$24.54	\$25.26
Educational Assistant - Certified	\$21.19	\$22.01	\$22.82	\$23.67	\$24.57	\$25.32
Educational Assistant - Non-Certified	\$20.28	\$21.07	\$21.84	\$22.65	\$23.52	\$24.23
Library Clerk	\$21.19	\$22.01	\$22.82	\$23.67	\$24.57	\$25.32
Custodian	\$17.82	\$18.85	\$19.80	\$20.82	\$21.84	\$22.51
Maintenance Personnel	\$23.53	\$25.41	\$27.22	\$29.02	\$30.89	\$31.81
School-Based Technology Clerk	\$21.20	\$22.76	\$24.12	\$25.55	\$26.94	\$27.78
Student Services and Off-Campus Education Coach	\$23.53	\$25.41	\$27.22	\$29.02	\$30.89	\$31.81
Early Childhood Facilitator	\$21.20	\$22.76	\$24.12	\$25.55	\$26.94	\$27.78
Lifeskills Facilitator	\$21.20	\$22.76	\$24.12	\$25.55	\$26.94	\$27.78
Nutrition Program Lead	\$21.19	\$22.01	\$22.82	\$23.67	\$24.57	\$25.32

Classroom Supervisor	Step A	Step B	Step C
Full Day	\$183.14	\$160.82	\$138.49
Half day	\$91.57	\$80.41	\$69.76

Effective February 1, 2024, increase by 1.50%*						
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 11
Financial Assistant	\$21.52	\$23.10	\$24.48	\$25.93	\$27.35	\$28.20
Secretary	\$20.63	\$22.20	\$23.61	\$25.02	\$26.47	\$27.26
Clerk-Typist	\$19.17	\$20.62	\$22.03	\$23.40	\$24.91	\$25.64
Educational Assistant - Certified	\$21.51	\$22.34	\$23.16	\$24.03	\$24.94	\$25.70
Educational Assistant - Non-Certified	\$20.58	\$21.39	\$22.17	\$22.99	\$23.87	\$24.59
Library Clerk	\$21.51	\$22.34	\$23.16	\$24.03	\$24.94	\$25.70
Custodian	\$18.09	\$19.14	\$20.10	\$21.13	\$22.17	\$22.85
Maintenance Personnel	\$23.88	\$25.79	\$27.62	\$29.45	\$31.35	\$32.29
School-Based Technology Clerk	\$21.52	\$23.10	\$24.48	\$25.93	\$27.35	\$28.20
Student Services and Off-Campus Education Coach	\$23.88	\$25.79	\$27.62	\$29.45	\$31.35	\$32.29
Early Childhood Facilitator	\$21.52	\$23.10	\$24.48	\$25.93	\$27.35	\$28.20
Lifeskills Facilitator	\$21.52	\$23.10	\$24.48	\$25.93	\$27.35	\$28.20
Nutrition Program Lead	\$21.51	\$22.34	\$23.16	\$24.03	\$24.94	\$25.70

Classroom Supervisor	Step A	Step B	Step C
Full Day	\$185.89	\$163.23	\$140.57
Half day	\$92.95	\$81.62	\$70.81

*All increases are effective from the dates stated herein and paid retroactively from the effective date to the date of payment.

Step 11 shall be paid to those Employees with more than ten (10) years FTE.

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

** Gain Sharing Formula:

Alberta's 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7 %. Provided that the "Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages effective to February 1, 2024.

"Average of All Private Forecasts for Alberta's real GDP" for 2023 Calendar Year would be a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurent Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank.

The most recent publicly available forecast for Alberta's Real GDP for 2023 would be sourced from each institution at the time the pay-out determination would be made in February 2024.

LETTER OF UNDERSTANDING #1

BETWEEN

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)

AFFECTING LOCAL 071 CHAPTER 012

AND

LIVING WATERS CATHOLIC SEPARATE SCHOOL DIVISION

RE: Employment of Students

The parties agree that students hired in accordance with the provisions contained herein shall be included in the scope of the bargaining unit and shall be covered by the Collective Agreement.

The following is intended to provide guidance on defining the classification, hours of work and salary level for employees as referred to above.

1. Students shall be employed as casual employees.
2. Students shall be enrolled in high school or any post-secondary learning institution or any vocational learning institution.
3. Any student employed under this agreement shall be paid and compensated at the general Casual rate of pay as outlined in the Collective Agreement (Step 1–Clerk Typist).
4. Normal hours of work in a full day shift shall be eight (8) hours or forty (40) hours per week, however, this is not to be interpreted as a guarantee of hours and does not constitute the minimum or maximum hours an Employee may be required to work in a day.
5. Students employed to perform work over the course of the summer months, shall have a start date no earlier than April 15 and a termination date not later than the following September 30.
6. The parties agree that this newly created Letter of Agreement will be effective February 15, 2019.

Living Waters Catholic School Division No. 42

Date

Alberta Union of Provincial Employees

Date

LETTER OF UNDERSTANDING #2

BETWEEN

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)

AFFECTING LOCAL 071 CHAPTER 012

AND

LIVING WATERS CATHOLIC SEPARATE SCHOOL DIVISION

RE: Certified and Non-Certified Educational Assistants

The parties agree as follows:

1. Any Educational Assistant hired before the date of ratification of the 2020-2024 Collective Agreement will be “green circled” on the certified Educational Assistant grid so long as the employee maintains “Continuous employment” with the Employer. For clarity, the implementation of the certified and non-certified grids shall not result in a loss of pay for these current employees.
 - (a) If continuous employment is not maintained, any non-certified Educational Assistant rehired by the Employer will no longer be “green circled” and will be placed on the non-certified Educational Assistant grid.
 - (b) “Continuous employment” shall be defined as unbroken periods of employment during the normal working periods associated with the position. Continuous employment shall not be broken by any periods of layoff as per Article 22.
2. Educational Assistants hired after the ratification of the 2020-2024 collective Agreement will be placed on the appropriate Educational Assistant grid and step based on their level of training (certification and experience).
3. Certification from a program of at least 1 year in length obtained from a post-secondary, polytechnic, college or university for Educational Assistants, Teacher Assistants or special Needs Assistants shall be considered as qualification for the Certified Educational Assistant classification. Equivalencies will be considered provided they include a practicum component.
4. Once evidence is received by Human Resources that a non-certified Educational Assistant has completed their certification, they will change classification to certified Educational Assistant and the pay adjustment to the certified Educational Assistant grid will occur in the pay period following the receipt of the certificate or diploma by Human Resources.

The provisions of this Letter of Agreement shall take effect on the effective date of the collective agreement and will remain in effect until there are no longer any “green circled” Employees.

IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

Signed this _____ day of _____, 2024.

ON BEHALF OF **LIVING WATERS CATHOLIC SEPARATE SCHOOL DIVISION**

WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES

WITNESS