

**COLLECTIVE AGREEMENT**

**BETWEEN**

**EVERGREEN CATHOLIC SEPARATE REGIONAL  
DIVISION NO. 2**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
LOCAL 071 CHAPTER 003**

**SEPTEMBER 1, 2011 - AUGUST 31, 2012**

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## COLLECTIVE AGREEMENT

### BETWEEN:

THE EVERGREEN CATHOLIC SEPARATE REGIONAL DIVISION NO. 2  
(Hereinafter called "The Employer")

### AND THE

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

### 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;
- e) protect and continue to improve the interests of the Employees and the Employer; and
- f) enter into a Collective Agreement setting forth rates of pay, hours of work and other terms and conditions of employment.

### ARTICLE 1 DEFINITIONS

1.01

(a) Regular Full-time Employees

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

(b) Regular Part-Time Employee

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

(c) Temporary Employee

"Temporary Employees", are persons engaged on a full-time or part-time basis for a period of employment for an approved leave of absence. No Employee shall be kept on temporary status in excess of six (6) months. The temporary status may be extended to a maximum of twelve (12) months with written notification to the Union. In the case of maternity leave coverage; temporary status can be extended up to (18)

months with written notification to the Union. Other than those benefits required by law, Schedule A, and the grievance procedure no other provisions of this Collective Agreement shall apply to Temporary Employees. At the conclusion of any temporary assignment, the Employee shall revert to her previous status.

(d) Casual Employee

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

- (e) Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa and a word used in the singular applies also in the plural, unless the context otherwise requires.
- (f) "Days" shall not be deemed to include Saturday, Sunday or statutory holidays.
- (g) "Ward means the municipality of Hinton.
- (h) "The Employer "means the Evergreen Catholic Separate Regional Division No. 2 and includes such persons as may, from time to time, be appointed or designated to perform managerial functions in respect to the operation and management of the Regional Division.
- (i) "Union" means the Alberta Union of Provincial Employees (AUPE).
- (j) "Local" means Local 71 of the Alberta Union of Provincial Employees (AUPE).
- (k) "Chapter" means a component of a Local established to facilitate the collective bargaining and contract administration of the union as determined by AUPE.
- (l) "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- (m) "Bargaining Unit" shall mean the unit of Employees as described on the Alberta Labour Relations Board Certificate.
- (n) "Member" means an Employee of the Evergreen Catholic Separate Regional Division No. 2, who is included in this Collective Agreement and who is a member of the Local.
- (o) "Code" means the Alberta Labour Relations Code, as amended from time to time.
- (p) "Arbitration" shall take meaning from the appropriate section of the Code dealing with the resolution of a dispute or difference.
- (q) "Continuous Employment" shall mean regular on-going employment after the successful completion of the probationary period, may be either full or part time.
- (r) "Facility" means the sites owned, rented, leased or operated by the Employer.
- (s) "Regular Shift" shall mean a regularly scheduled daily tour of duty exclusive of overtime hours.
- (t) "Month" is the period of time between the date in one month and the preceding date in the following month.

(u) "Position" shall mean:

- (i) the status(i.e. regular or temporary),
- (ii) the classification, and
- (iii) the full-time equivalent (FTE)

(v) "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.

- (i) 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 18.
- (ii) Seniority shall continue to accrue during all approved leaves of absence, and during layoff.
- (iii) Seniority shall not apply to casual Employees, however when a casual Employee becomes a regular Employee, all service shall be credited.

(w) "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 Schedule A, 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** **PROBATIONARY PERIOD**

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

- 3.02 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 prior to the completion of the probationary period.
- 3.03 Prior to the end of the first six months worked, the Employer may extend the probationary period of a probationary Employee to the first nine (9) months worked. The Union or designate shall be informed of any such extension by letter from the Employer.
- 3.04 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.
- 3.05 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.

**ARTICLE 4**  
**TRIAL PERIOD**

- 4.01 Where an Employee is transferred through competition, reclassified, or promoted, the Employer may require that he serve a trial period of up to nine (9) months in the new position.
- 4.02 During the trial period the Employee may either:
- (a) return to his former position at his request; or
  - (b) be returned to his former position;
- 4.03 In either circumstance identified in clause 4.02, 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.
- 4.04 When the Employee is transferred through competition, reclassified, or promoted before completing his trial period, the Employer may require that he serve a full trial period in his new position.

**ARTICLE 5**  
**NEW EMPLOYEE ORIENTATION**

- 5.01 The Union and the Employer desire every Employee and Supervisor to be familiar with the provisions of this Collective Agreement. For this reason the Employer and Union shall cooperate in printing sufficient copies of the Collective Agreement for distribution to Employees, and shall share equally the printing costs.
- 5.02 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.
- 5.03 The Chairperson of the Local or his designate will provide the Employee with a copy of the Collective Agreement and any other materials the Union deems necessary.

- 5.04 A new Employee shall be advised of the name and location of his Union Steward by the Chairperson of the Local (or designate).

**ARTICLE 6**  
**MANAGEMENT RIGHTS**

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

**ARTICLE 7**  
**UNION RECOGNITION**

- 7.01 (a) The Employer recognizes the Union as the sole bargaining agent for all Employees as described by the Alberta Labour Relations Board certificate number 216-2005.
- (b) This Collective 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 Alberta Labour Relations Board to be excluded under the provisions of the Code.
- 7.02 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with the terms of the Collective Agreement.
- 7.03 The Employer shall provide bulletin board space upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to Employees. The Union shall not post anything objectionable to the Employer.
- 7.04 (a) The Employer recognizes Employees who are elected or appointed as Union Stewards. If requested by an Employee, a Union Steward may accompany or represent that Employee in the processing of a grievance with the Employer. The Union shall notify the Employer, in writing, of the names of the Union Stewards and advise the Employer of any changes.
- (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.
- 7.05 The Parties agree that there shall be no discrimination exercised or practiced with respect to any Employee by reason of membership or non-membership in the union or lawful activity in the Union.
- 7.06 (a) A request by any Employee for Union Representation at a meeting with the Employer shall not be denied when it involves discipline, written reprimand, suspension or discharge of employment.
- (b) A request by any Employee for Union Representation at other meetings shall not be unreasonable denied.
- 7.07 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.

- 7.08 Union membership meetings may be held on Employer premises subject to the approval of the Employer.
- 7.09 Union Staff Representatives shall have access to the Employer's premises for Union business subject to the approval of the Employer.
- 7.10 There shall be no discrimination, either by the Employer or the Union, against any Employee for filing a grievance.

**ARTICLE 8**  
**UNION MEMBERSHIP AND DUES**

- 8.01 Membership in the Union is voluntary. Membership is a right and participation is lawful and is a condition of employment for Employees who decide to become members and maintain their membership.
- 8.02 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.
- 8.03 The Union shall advise the Employer, in writing, of any percentage change in the amount of dues to be deducted for the Employees. Such notice shall be communicated to the Employer at least 30 working days prior to the date of the change.
- 8.04 The Employer agrees to remit to the central office of the Union, the amount equal to the dues that have been deducted from the pay of the Employees by the first working day after the 15<sup>th</sup> calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment, it shall be effective in the succeeding month. Particulars, identifying the Employee's name and the amounts deducted from the Employee shall be provided on a printed or electronic format.
- 8.05 The Employer will record the amount of individual dues deducted on T'4's issued for income tax purposes.
- 8.06 The Employer 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.

**ARTICLE 9**  
**TIME OFF FOR UNION BUSINESS**

- 9.01 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.
- 9.02 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.

**ARTICLE 10**  
**DISCIPLINE**

- 10.01 All Employees except probationary Employees may be disciplined or dismissed on the basis of just cause only.

- 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 his/her personnel file at Evergreen Catholic Separate Regional Division No. 2 office (in Spruce Grove). Copies of documents within the file shall be given to the Employee upon request. The Employee shall have the right to respond in writing to any document contained therein, which will then become part of the file.
- 10.03 (a) An Employee who is to be interviewed on any disciplinary measure or alleged misconduct shall receive notice of the time and place of the interview. The Employee shall be informed in this notice of the right to be accompanied by a Union Representative and /or Union Steward.
- (b) When the Employer takes disciplinary action against an Employee, which is to become part of the record, such discipline shall be provided to the Employee in writing.
- 10.04 Except for the dismissal of a probationary Employee, discipline shall be applied on the basis of just cause for matters related to work performance or conduct.

**ARTICLE 11**  
**GRIEVANCE ARBITRATION**

- 11.01 The parties of this Collective Agreement are agreed that it is of the utmost importance to address grievances as quickly as possible.
- 11.02 A Grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and an Employee of the Employer, or between the Employer and the Union relating to the interpretation, application, or administration of this Collective Agreement, or an allegation that this Collective Agreement has been violated.
- 11.03 The grievance submitted by the Employee and the Local Chapter, or any written decision submitted by the Employer for any step in the grievance procedure, if submitted by registered mail, shall be deemed to be submitted on the day on which it was signed by the Union or designate 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 It is understood that Employees may have assistance from the Union during all steps in the Grievance Procedure.
- 11.06 Step 1
- The Employee shall submit a written grievance signed by the Employee and the Union or designate to the Employee's immediate supervisor within fifteen (15) days of the event giving rise to the grievance and it shall set out the nature of the grievance, the remedy sought, and the Article or Articles of the Collective Agreement which are alleged to have been violated. The immediate supervisor will deliver a decision in writing within five (5) days following the day of which the grievance was presented to him/her. Failing settlement, then:

11.07 Step II

Within fifteen (15) days following the decision under Step I, the Employee shall submit the written grievance to the Superintendent. The Superintendent will deliver his/her decision in writing fifteen (15) days from the date on which the written grievance was presented to him/her. The parties shall, at the request of either party, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

11.08 Step III

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 Collective Agreement upon which the grievance is based, the redress sought, and the name and address of the party's appointee to the Arbitration Board.

The recipient of the written notice specified in Step IV of the Grievance Procedure shall within fifteen (15) days following receipt of said notice, inform the other party of the name and address of its appointee to the Arbitration Board.

The two appointees so selected shall within ten (10) days of the appointment of the second of them appoint a third person as Chairman. In the event the nominees are unable to agree on a Chairman, the Director of Mediation shall appoint one.

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

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

11.10 Documentation required or necessary under this Article may be submitted via email, PDF file, fax, couriered or hand-delivered.

**ARTICLE 12**  
**VACANCIES**

12.01 (a) Where the Employer elects to fill a vacancy, all vacancies and all newly created or revised positions shall be posted by ward on bulletin boards and the Employer's website for five (5) days in advance of making an appointment. The Union or designate shall be notified by fax or electronically of each posting at the time it is made.

(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 required;
- position;
- employment status (Regular, Temporary);
- classification and full-time equivalent (FTE);
- range of rate of pay; and
- 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 number of custodial staff presently in the school and the shift.
- 12.02 When an appointment to a vacant position is being considered and where in the Employer's opinion the ability and qualification of two or more applicants are equal, then seniority shall be the deciding factor.
- 12.03 This Article may be waived by the Employer, while there are individuals on layoff.

**ARTICLE 13**  
**MATERNITY AND PARENTAL LEAVE**

Maternity Leave

- 13.01 Following 10 months of service, leave of absence without pay for more than 4 weeks to a maximum of eighteen (18) weeks for the illness related portion of maternity leave will be granted by the Employer with written notification to the immediate supervisor and subject to the following conditions:
- (a) The Employee will apply for maternity leave a minimum of 3 months prior to the expected date of birth.
  - (b) The date on which maternity leave will commence will be determined by the Employee, in consultation with her physician, unless the pregnancy interferes with the performance of the duties of her position.
  - (c) The Employee will advise of the anticipated return date.
- 13.02 An Employee on approved maternity leave is entitled to return to the position she held immediately prior to going on leave. If her position no longer exists, she will be placed in alternate work of a comparable nature at the same rate of pay and benefits. An Employee who wishes to resume her employment on expiration of her approved maternity leave will provide at least 2 weeks' notice in writing of the day she intends to resume employment. In the event the Employee wishes to resume employment earlier than her intended date of return, she may do so under the following conditions:
- (a) 1 month following the birth of her baby if a medical certificate is provided; or
  - (b) 6 weeks following the birth of her baby if a medical certificate is not provided.
- 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 health related portion of the leave. The Employee will provide medical evidence from her physician specifying the portion of her maternity leave attributable for any health related absence. Continuation of benefit coverage beyond the health related portions of the leave shall be arranged by the Employee directly with the benefit plan carrier at the Employee's full expense. .
- 13.04 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 Collective Agreement including all leave entitlements.
- 13.05 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

13.06 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,
  - (iii) she provides medical evidence from her physician specifying the portion of her maternity leave attributable for any health related absence, and
  - (iv) the period of all top up benefits shall not exceed 18 weeks.
- (b) Evidence of payment of Employment Insurance maternity benefits (cheque stub) must be presented to the Employer in order to receive maternity top up benefits.
- (c) The maternity top up benefit will provide the employee with 100% of gross earnings less deductions.
- (d) An Employee who wishes to receive top up benefits will apply for Employment Insurance maternity benefits as soon as eligible.

#### Parental Leave

13.07 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 Employer 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 after 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 during his/her parental leave, s/he shall make arrangements directly with the benefit plan carrier at the Employee's full expense.

#### General

13.08 If an Employee decides not to return to work and so advises the Employer, benefit coverage entitled as an Employee, as above will be maintained for the duration of the approved leave.

13.09 No Employee will be eligible for leave under this Article that is in excess of 12 months, per birth or adoption, unless otherwise approved.

**ARTICLE 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 (10 days).
  - (iii) During the fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) full vacation years of continuous service: the Employee earns three (3) weeks' vacation (15 days).
  - (iv) During the seventh (7<sup>th</sup>), eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) full vacation years of continuous service: the Employee earns four (4) weeks' vacation (20 days).
  - (v) During the tenth (10<sup>th</sup>) and subsequent full vacation years of continuous service: the Employee earns five (5) weeks' vacation (25 days).
- (b) Vacation for a Part-Time Employee Custodian or Maintenance Personnel shall be prorated based on the number of hours the Employee worked on an annual basis as compared to the normal hours of work for a full-time Custodian or Maintenance Personnel in the same classification.
- (c) "Vacation year" means the twelve (12) month period commencing on September 1 and concluding on August 31 in the following calendar year. Vacation earned in one vacation year shall be taken in the following vacation year. Vacation earned in one vacation year may be taken in the same vacation year with prior approval of the supervisor.
- (d) Vacation for Custodians and Maintenance Personnel shall be scheduled by the Maintenance Coordinator. Exceptions to this require the approval of the Employer.
- 14.02 All Employees except for Custodians and Maintenance Personnel are entitled to vacation pay on each pay in accordance with the following schedule:
- (i) Prior to the fifth (5<sup>th</sup>) full vacation year of continuous employment; 4% of regular earnings.
  - (ii) During the fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) full vacation years of continuous employment; 6% of regular earnings.
  - (iii) During the seventh (7<sup>th</sup>), eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) full vacation years of continuous employment; 8% of regular earnings.
  - (iv) During the tenth (10<sup>th</sup>) and subsequent full vacation years of continuous employment; 10% of regular earnings.

**ARTICLE 15**  
**LEAVE OF ABSENCE**

15.01 **Notification of Leave**

The Employee shall request any leave under this Article from the Employer prior to the commencement of any leave of absence and shall outline the nature of their leave request.

15.02 **Abandonment of Position**

An Employee who is absent for more than three (3) days without the prior approval of the Employer shall be considered to have terminated their position.

15.03 **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, a period not exceeding five (5) days.
- (ii) The five-day period may be extended upon application to the Employer. The granting of an extension to such leave shall be at the sole discretion of the Employer.
- (iii) Critical illness shall mean a life threatening illness. The Employee must provide medical evidence attesting to the critical illness 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; a period not exceeding five (5) days. The five-day period may be extended upon application to the Employer. The granting of an extension to such leave shall be at the sole discretion of the Employer.
- (ii) To attend the funeral of an aunt, uncle, nephew, niece, grandparents, grandchild, and other in-laws, three days leave. The three-day period may be extended to a maximum of five (5) days upon application to the Employer. The granting of an extension to such leave shall be at the sole discretion of the Employer.

15.04 **Personal Leave**

Subject to the scheduling recommendation of the applicable supervisor and the approval of the Employer, an Employee is entitled to two (2) days of personal leave with pay in each school year.

15.05 Jury Duty

- (a) Leave with pay shall be granted for an Employee:
  - (i) To serve on a jury in a court of law or answer any summons related thereto,
  - (ii) To answer a subpoena or summons to attend as a witness arising as a result of the Employee's employment with the Employer in any proceeding authorized by a court of law.
- (b) Clause 15.05 (a) (ii) does not apply when an Employer or the Union is taking action against the Employer.
- (c) Any fees received by the Employee shall be turned over to the Employer.

15.06 Medical Leave

- (a) An Employee shall be granted up to one-day leave of absence with pay per year for the purpose of obtaining necessary medical or dental treatment not available locally for members of his/her immediate family provided the assistance of the Employee is required. Immediate family shall be defined as the Employee's spouse, sons, and daughters. An Employee shall provide proof of attending such appointment.
- (b) 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.
- (c) Such leave must be taken during the year in which it is earned.

15.07 Paternity Leave

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

15.08 Education Leave

- (a) The Parties agree that Employees may be eligible for Education Leave during the term of the current Collective Agreement as follows:
- (b) Employees may apply in writing to the Employer 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 Employer, and at the discretion of the Employer.
- (d) Upon the return from such specified leave, the Employee shall be returned to their former position or shall be placed in a comparable position.

15.09 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.

15.10 Other Leaves

Additional leave of absences 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 16**  
**NAMED HOLIDAYS**

16.01 (a) The following are considered holidays:

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

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

16.02 When a holiday falls on a day that would otherwise be a normal day off for an Employee, the Employer shall schedule an alternate day off or the Employershall receive a regular days pay.

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

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

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

**ARTICLE 17**  
**SICK LEAVE**

17.01 (a) A regular Full-time 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 seventy-five (75) working days of sick leave. Unused sick leave credits will not be carried forward from one year to the next.

- (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. An Employee may be required to provide proof of attending such appointment.
- 17.02 Where a sick absence is for a period of three (3) days or less, before any sick leave payment is made, an Employee may be required by the Employer to provide medical evidence acceptable to the Employer.
- 17.03 Where a sick absence is for a period in excess of three (3) consecutive days, before any sick payment is made, an Employee shall provide medical evidence acceptable to the Employer.
- 17.04 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.
- 17.05 All sick leave credits of an Employee will terminate upon termination of employment.
- 17.06 Employees who are reporting sick shall do so to their immediate supervisor prior to the commencement of their normal work period in order that a replacement may be arranged for or the work reassigned.
- 17.07 Notwithstanding any provision in this Collective Agreement, after ninety calendar days of absence due to medical disability the Employee shall apply for extended disability benefits. An Employee accepted by the insurance carrier to be on extended disability shall be considered to be on leave of absence without pay and benefits for a period of up to two years. If an Employee is not accepted by the insurance carrier to be on extended disability the Employee may request leave from the Employer pursuant to clause 15.10.

**ARTICLE 18**  
**HOURS OF WORK**

- 18.01 (a) Financial Assistant, Secretary and Library Clerk:  

The normal hours of work in a full day shall be seven (7) hours or thirty five (35) hours per week averaged over the school year, however, this is not to be interpreted as a guarantee of hours and does not constitute the maximum hours an Employee may be required to work in a day.
- (b) Teacher Assistant:  

The normal hours of work in a full day shall be six (6) hours or thirty (30) hours per week averaged over the school year, however, this is not to be interpreted as a guarantee of hours and does not constitute the maximum hours an Employee may be required to work in a day.
- (c) Custodians and Maintenance Personnel:  

The normal hours of work in a full day shall be eight (8) hours or forty (40) hours per week averaged over the school year, however, this is not to be interpreted as a guarantee of hours and does not constitute the maximum hours an Employee may be required to work in a day.

- 18.02 For clauses 18.01 (a) and (b) above, within the first two (2) weeks of each school year, or upon reassignment, an Employee's hours of work shall be outlined in writing by the Employer.

**ARTICLE 19**  
**OVERTIME**

- 19.01 An Employee may be required to work additional hours or overtime. All such additional hours or overtime must be authorized by the Employer prior to the Employee working the additional hours or overtime.

- 19.02 (a) 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. 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 (1 ½) times the Employee's regular hourly rate of pay.

- (b) All additional and overtime hours worked will be paid on the Employee's next month's pay.

- (c) Employees may opt to have additional and overtime hours accumulated and taken in time off with pay at a mutually acceptable time at the applicable premium rate. The Employee must designate the additional and overtime hours as 'time off with pay' at the point of working the additional and overtime hours.

- (d) Time off with pay not taken by June 30<sup>th</sup> in any given school year shall be paid by August 31<sup>st</sup>.

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

**ARTICLE 20**  
**INSURANCE BENEFITS**

- 20.01 The Employer shall contribute toward premiums for the following insurance and health plans calculated on the basis of:

- (a) Where an Employee works more than 25 hours per week the Employer shall pay 100% of the insurance premiums cost for the following plans:

- (i) Group Life Insurance Plan
- (ii) Dental Insurance Plan
- (iii) Extended Health Care Benefits Plan
- (iv) Alberta Health Care Insurance
- (v) Vision Care Plan
- (vi) Extended Disability Insurance Plan

- (b) Where an Employee works more than 15 hours per week up to and including 25 hours per week, the Employer shall pay 50% of the insurance premiums cost.

- 20.02 (a) The Employer shall continue to pay insurance premiums during July and August for the Employees in the following classifications:

- Financial Assistant, Secretary and Library Clerk;

- Custodians and Maintenance Personnel.
  - (b) Provided that Employees in the Teacher Assistant classification receive a letter from the Employer prior to May 31<sup>st</sup> 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.
  - (c) Those Employees in the Teacher Assistant classification who are not assured of a position in writing by May 31<sup>st</sup> of the current year, for the subsequent school year, benefits shall terminate on the last day of the school year.
- 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 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 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 Collective Agreement may have the ability to maintain the insurance benefit coverage provided the Employee agrees to pay 100% of the cost of the premiums. Should an Employee opt to continue benefit coverage and be approved by the benefit plan carrier, s/he shall make arrangements directly with the benefit plan carrier at the Employee's full expense.
- 20.10 Health Spending Account
- (a) Effective September 1, 2010, the Employer will establish for each eligible Employee a Health Spending Account. An annual two hundred and fifty dollars (\$250.00) amount shall be deposited in the eligible Employee's account contributed in twelve (12) equal monthly installments. This Health Spending Account shall be provided to full-time, temporary and part-time Employees on a pro-rata basis, based on their full-time equivalent as of September 1<sup>st</sup>.
  - (b) The Health Spending Account shall be implemented and administered in accordance with the Income Tax Act and applicable regulations in effect at the time of implementation and during the course of operation of the Health Spending Account.
  - (c) Any unused allocation in an Employee's Health Spending Account as of August 31<sup>st</sup> of each calendar year may be carried forward for a maximum of one (1) calendar year.

- (d) No Health Spending Account credits will be contributed for Employees who on extended disability benefits, the non-health related portion of maternity leave or unpaid leaves of absence of 30 days duration or more.
- (e) Employees leaving the employ of the Employer for any reason will forfeit any remaining balance.

**ARTICLE 21**  
**SENIORITY**

- 21.01 Seniority shall be restricted to each ward.
- 21.02 An Employee's "Seniority Date" shall be defined as the last date of hire in the Employee's ward. Seniority shall be transferred with an Employee upon appointment to a position in the same ward.
- 21.03 The Employer shall maintain one (1) seniority list by ward.
  - (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 ward and shall contain the name of the school, the Employee's name, the Employee's classification, and the Employee's date of hire in the ward.
- 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 19.04 (Layoff and Recall), unless a reason satisfactory to the Employer is provided; or,
  - (e) is absent for three (3) consecutive days without notifying the Employer, the Employee shall be considered to have resigned unless a reason satisfactory to the Employer is provided; or,
  - (f) is laid off in excess of 12 months.

**ARTICLE 22**  
**LAYOFF AND RECALL**

- 22.01
  - (a) Except in cases of an unforeseen or emergent circumstance, the Employer will notify a Regular Full-Time or Regular Part-Time Employee who is to be laid off ten (10) working days prior to the date the layoff is to occur.
  - (b) In the event that a layoff is necessitated by an unforeseen or emergent circumstance, the required notice shall be waived and the Employee shall receive one day's pay for each workday the notice period is short of the required notice.
  - (c) Temporary and Casual Employees shall be terminated before any regular Employee is laid off.
- 22.02 In determining the order of layoff all Regular Full-Time and Regular Part-time Employees shall be laid off by classification, in each ward, in the reverse order of seniority, provided

the remaining Employees, in the opinion of the Employer, have the qualifications and ability to perform the work available.

- 22.03 When work becomes available, Employees on layoff shall be recalled by ward and by classification in the order of seniority provided; in the opinion of the Employer they have the qualifications and ability to do the work available.
- 22.04 In the event the Employer is unable to contact the Employee personally or by telephone or by electronic mail (e-mail) recall shall be deemed to have been carried out five (5) days after written confirmation (i.e. electronic mail) is sent by the Employer to the Union, with a copy to the Employee, of the action taken by the Employer to contact the Employee.

**ARTICLE 23**  
**WAGES**

- 23.01 Employees shall be paid in accordance with the wage rates outlined in Schedule A.
- 23.02 Normally, a new Employee shall be hired at step Zero (0) in the hourly wage schedule, however, at the sole discretion of the Employer 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) Regular Full-Time Employees advance one step on the grid in each year.
  - (c) Regular Part-Time Employees will advance one step on the grid in each year.
  - (d) When the Employer transfers an Employee to a classification with a higher rate of pay, he/she shall be advanced to the start rate of such higher classification, except where the start rate is lower than the Employee's existing rate of pay. When the Employer transfers an Employee to a classification with a lower rate of pay he/she shall be red-circled until her/his salary range surpasses the existing salary rate of the lower classification as by this Collective Agreement.
- 23.04
- (a) All Employees except Custodians and Maintenance Personnel shall participate in the ten (10)/ twelve (12) month payment plan. The 10/12 payment plan will result in Employee's wages being annualized (paid over the twelve (12) month period) and benefits premiums being paid over the summer months (July and August) based upon a pro-rated basis.
  - (b) The Employer will determine the days and hours of work for the school year for each Employee and provide this information to the Employee and the Payroll Department within the first two weeks of each school year. Any additional hours worked shall be paid on the Employee's next pay period.
  - (c) All Employees will be required to submit a timesheet every month with the hours worked and will be paid for those hours on the regular pay date. The regular pay date shall be on or before the twenty-fifth (25<sup>th</sup>) of each month. The exception shall be the Christmas holiday period where the pay date shall be the last banking day prior to the commencement of the Christmas holiday period.

23.05 Classifications

Where a new classification is established and filled within the bargaining unit during the term of this Collective 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.

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

The Employer, in consultation with the Employee concerned shall conduct a position evaluation.

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

23.07 An Employee who feels that the Employer has incorrectly or unjustly classified his/her position may appeal the classification to the Employer. The decision shall be given within thirty (30) days of receipt of the request for reclassification.

23.08 When a new position is formed or where the duties of any classification are significantly altered during the term of this Collective 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 24**  
**LOCAL AUTHORITIES PENSION PLAN**

24.01 The Employer and regular Employees shall contribute to the Local Authorities Pension Plan (LAPP) in accordance with the terms and conditions of the plan.

24.02 The Employer shall provide an 'electronic link' on the Employer's website to the LAPP website, to assist Employees in obtaining plan brochures, details of the plan and information on occasional changes to the plan.

**ARTICLE 25**  
**LABOUR MANAGEMENT COMMITTEE**

25.01 The parties agree to establish a Joint Labour Management Committee comprised of the two (2) representatives of the Employer and two (2) representatives of the Union (Chapter Chairperson, or designate and one Employee elected by the membership).

25.02 The Committee shall normally meet outside normal working hours on date(s) and at time(s) and location(s) mutually agreed. Should the Employer call a meeting of the committee during working hours, the Union representative shall be entitled to leave with pay for the meeting, including travel time. The parties shall be responsible for any expenses incurred by their representatives.

- 25.03 The purpose of the Committee is to be advisory and consultative. The Committee shall discuss only concerns related to matters not covered by this Collective Agreement.

**ARTICLE 26**  
**TRAINING AND PROFESSIONAL DEVELOPMENT AND EDUCATION**

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

**ARTICLE 27**  
**TRAVEL AND TRANSPORTATION**

- 27.01 When an Employee is assigned duties requiring the use of their personal vehicle/private automobile, they shall be reimbursed at the Employer approved rate. Mileage shall be paid out by separate cheque every month.

**ARTICLE 28**  
**OCCUPATIONAL HEALTH AND SAFETY & WORKERS COMPENSATION**

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

**ARTICLE 29**  
**DURATION/TERM OF COLLECTIVE AGREEMENT**

- 29.01 This Collective Agreement shall be in full force and effect from September 1, 2011 until August 31, 2012.
- 29.02 Either party may give to the other, not less than sixty (60) calendar days' not more than one hundred and twenty (120) calendar days prior to the termination of this Collective 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.
- 29.03 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  
Evergreen Catholic Separate Regional  
Division No. 2  
Box 4265  
2<sup>nd</sup> Floor, Holy Trinity Church  
200 Boundary Road  
Spruce Grove, AB T7X 3B4

In the case of the "Union" to:

The President  
Alberta Union of Provincial  
Employees  
10451-170 Street  
Edmonton, AB T5P 4S7

**SCHEDULE A**

Effective, September 1, 2011

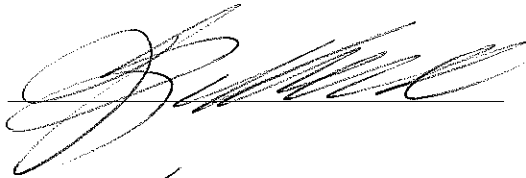
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CLASSIFICATION	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
FINANCIAL ASSISTANT	\$ 17.74	\$ 18.88	\$ 20.26	\$ 21.47	\$ 22.74	\$ 24.00
SECRETARY	\$ 16.96	\$ 18.09	\$ 19.47	\$ 20.70	\$ 21.94	\$ 23.21
TEACHER ASSISTANT	\$ 18.10	\$ 18.87	\$ 19.59	\$ 20.31	\$ 21.06	\$ 21.88
LIBRARY CLERK	\$ 18.10	\$ 18.87	\$ 19.59	\$ 20.31	\$ 21.06	\$ 21.88
CUSTODIAN	\$ 19.58	\$ 20.40	\$ 21.28	\$ 22.11	\$ 22.96	\$ 23.84
MAINTENANCE PERSONNEL	\$ 19.36	\$ 20.95	\$ 22.61	\$ 24.23	\$ 25.84	\$ 27.51

All Casual Employees will be paid at the lowest applicable grid hourly rate. All Temporary and Casual Employees shall be paid vacation pay at the rate of four percent (4%).

IN WITNESS WHEREOF the Parties have executed this Collective Agreement by their duly authorized officers this date of FEBRUARY 3, 2012.

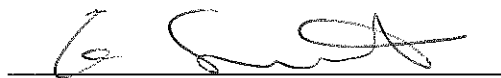
**SIGNED ON BEHALF OF THE EMPLOYER**

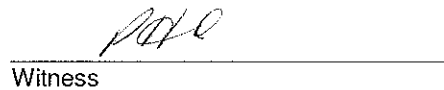
  
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\_\_\_\_\_ Witness

DATE: FEBRUARY 3, 2012

**SIGNED ON BEHALF OF THE UNION**

  
\_\_\_\_\_

  
\_\_\_\_\_ Witness

DATE: FEB 1<sup>ST</sup>, 2012