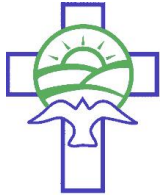


COLLECTIVE AGREEMENT

Between



**THE GREATER ST. ALBERT CATHOLIC
REGIONAL DIVISION NO. 29**

and

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



September 1, 2010 to August 31, 2012

“Loved by God...Nurtured by community...Every student a success!”

	<u>PAGE</u>
PREAMBLE	1
ARTICLE 1 - MANAGEMENT RIGHTS	1
ARTICLE 2 - INTERPRETATION	2
ARTICLE 3 - BARGAINING UNIT	3
ARTICLE 4 - NO DISCRIMINATION	3
ARTICLE 5 - UNION MEMBERSHIP	3
ARTICLE 6 - CHECKOFF UNION DUES	3
ARTICLE 7 - BOARD SHALL ACQUAINT POTENTIAL EMPLOYEES	4
ARTICLE 8 - CORRESPONDENCE	4
ARTICLE 9 - REPRESENTATIVES	4
ARTICLE 10 - LIAISON COMMITTEE	4
ARTICLE 11 - GRIEVANCE PROCEDURE	5
ARTICLE 12 - DISCHARGE CASES	6
ARTICLE 13 - SENIORITY	7
ARTICLE 14 - PROMOTIONS AND STAFF CHANGES	7
ARTICLE 15 - LAYOFFS AND RECALL	8
ARTICLE 16 - HOURS OF WORK	8
ARTICLE 17 - OVERTIME	9
ARTICLE 18 - NAMED HOLIDAYS	9
ARTICLE 19 - VACATIONS	10
ARTICLE 20 - SICK LEAVE	11
ARTICLE 21 - LEAVE OF ABSENCE	12
ARTICLE 22 - MATERNITY AND PARENTAL LEAVE.....	13
ARTICLE 23 - PAYMENT OF WAGES	14
ARTICLE 24 - EMPLOYEE BENEFIT PLANS	15
ARTICLE 25 - PROFESSIONAL DEVELOPMENT	17
ARTICLE 26 - GENERAL	17
ARTICLE 27 - TERM OF AGREEMENT	17
SCHEDULE A EFFECTIVE SEPTEMBER 1, 2010	19
SCHEDULE A EFFECTIVE SEPTEMBER 1, 2011	20
LETTERS OF INTENT (3)	21- 23
ADDENDUM	24

THIS AGREEMENT MADE THIS **17th** DAY OF **JUNE**, 2011.

BETWEEN: **THE GREATER ST. ALBERT CATHOLIC REGIONAL DIVISION NO. 29,**
(hereinafter called "The Board"),

PARTY OF THE FIRST PART

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

PARTY OF THE SECOND PART

PREAMBLE

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

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

ARTICLE 1 - MANAGEMENT RIGHTS

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

ARTICLE 2 - INTERPRETATION

- 2.1 Regular ten (10) month employee means an employee who is hired to provide services normally offered during the ten (10) months of the school year.
- 2.2 Regular twelve (12) month employee means an employee who is hired to provide services on a twelve (12) month continuous basis.
- 2.3 Probationary employee means a regular full-time or regular part-time employee who has not successfully completed the six (6)-month probationary period. A probationary employee shall be subject to discharge on one (1)-day's notice without recourse to the grievance procedure. A probationary employee shall receive a written interim evaluation of his/her

performance upon completion of three (3) months of employment. An employee whose probationary period is interrupted by the months of July and August shall resume his/her probationary period the following September, subject to Articles 14.3 and 15.3.

- 2.4 a) Casual employee means an employee other than a regular full-time, regular part-time or probationary employee. A casual employee shall receive only those benefits required by law and the wages stated herein, and shall be subject to discharge on one (1) day's notice.
- b) A Casual employee who works eleven (11) or more consecutive days in an assignment shall be paid at the regular rate of pay, retroactive to the first day of this assignment. The position will be posted in accordance with Article 14.3 Promotions and Staff Changes.
- 2.5 (a) The normal hours of work for full time, ten (10) month employees, shall be thirty (30) hours, or more, per week. Part-time ten (10) month employees shall have the applicable terms and conditions of this agreement prorated based on the thirty (30) hours per week (not to exceed full-time entitlements).
- (b) The normal hours of work for full-time, twelve (12) month employees, shall be thirty-five (35) hours per week. Part-time twelve (12) month employees shall have the applicable terms and conditions of this agreement prorated based on the thirty-five (35) hours per week.
- 2.6 School year means the first day of a school year to the day prior to the first day of the next school year, inclusive.
- 2.7 The terms and conditions of this Agreement, where applicable, shall apply to part-time, probationary and casual employees on a pro-rata basis. Notwithstanding, any employee who commences employment other than at the start of a school year, shall have his/her leave entitlements in Articles 21.4, 21.7 and 21.10 prorated for the balance of the school year in which they commenced, on the basis of his/her length of service in that school year.
- 2.8 A year of service for increment and vacation entitlement purposes for a regular ten (10) month employee shall be based on a minimum of 1200 regular hours. Upon reaching 1200 hours, the employee shall begin to accrue regular hours toward the employee's next increment. However, no employee will be eligible to receive an increment before the employee's first anniversary date of employment and thereafter, at no time will an employee receive an increment until twelve (12) calendar months have elapsed since his/her last increment.
- 2.9 A year of service for increment and vacation entitlement purposes for a regular twelve (12) month employee shall be based on a minimum of 1820 regular hours. Vacation entitlement shall be deemed to be included in the calculation of regular hours. Upon reaching 1820 hours, the employee shall begin to accrue regular hours towards the employee's next increment. However, no employee will be eligible to receive an increment before the employee's first anniversary date of employment and, thereafter, at no time will an

employee receive an increment until twelve (12) calendar months have elapsed since his/her last increment.

ARTICLE 3 - BARGAINING UNIT

- 3.1 The Board recognizes the Canadian Union of Public Employees, Local 2550 as the sole and exclusive bargaining agent for all employees as described in the certificate of the Labour Relations Board No. 179-95 and hereby agrees to negotiation with the Union.
- 3.2 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases of training, sickness, leave of absence, or in emergencies when regular employees are not available.
- 3.3 No employee shall be required or permitted to make a written or verbal agreement with the Board or its representatives which may conflict with the terms of this collective agreement.
- 3.4 A Union bargaining committee shall be elected or appointed and consist of not more than four (4) members of the Union. The Union will advise the Board in writing of the union members of the committee. Representatives of the Union, while engaged in negotiations with the Board during regular working hours, shall not incur any reduction in wages provided the Union reimburses the Board for the cost of a substitute.

ARTICLE 4 - NO DISCRIMINATION

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

ARTICLE 5 - UNION MEMBERSHIP

- 5.1 All new employees shall become members of the Union excepting only those employees who work less than twenty (20) hours per month.

ARTICLE 6 - CHECKOFF UNION DUES

- 6.1 The Board shall deduct from every employee covered by this agreement any dues or initiation fees levied by the Union so long as he/she is receiving salary from the Board.
- 6.2 Deductions shall be made from the last pay in a month and remitted to the secretary-treasurer of the Union no later than the twentieth (20th) day of the month following. A

statement shall accompany these deductions indicating from whom the deductions were made and the amount of each deduction. New employees will have Union dues deducted commencing with the first full month of employment.

- 6.3 The Board shall not be held liable in any event which may arise regarding union deductions.

ARTICLE 7 - BOARD SHALL ACQUAINT POTENTIAL EMPLOYEES

- 7.1 The Board agrees to acquaint potential employees with the fact that a union agreement is in effect and will provide the employee with a copy of the current collective agreement.

ARTICLE 8 - CORRESPONDENCE

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

ARTICLE 9 – REPRESENTATIVES

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

ARTICLE 10 – LIAISON COMMITTEE

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

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

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

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

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.1 If any differences concerning the interpretation, application, operation or any alleged violation of the agreement, and further, including any dispute as to whether the difference is arbitrable, arises between the Board and its employees, the alleged violation shall be dealt with as follows:
- 11.2 Step A
An employee who has a grievance may, together with a union representative, present it to his/her principal in writing within fifteen (15) days of the occurrence of any alleged violation of the agreement. Such grievance shall set out all particulars of the grievance and the redress sought. The principal shall provide a written reply to the employee within ten (10) days.
- 11.3 Step B
In the event that the matter is not satisfactorily resolved by the principal, the employee shall submit in writing to the secretary treasurer, as soon as possible and, in any case, no later than ten (10) days after the answer in writing of the principal, particulars of the grievance and the redress sought. The secretary treasurer shall provide a written reply to the employee within fifteen (15) days.
- 11.4 Step C
In the event that the matter is not satisfactorily resolved by the secretary-treasurer, the employee shall submit in writing to the Board, as soon as possible and, in any case, no later than fifteen (15) days after the answer in writing of the secretary-treasurer.
- 11.5 Step D
The Board shall meet within fifteen (15) days of the submission to consider the case, at which time the employee together with a union representative may, if the employee so desires, make a representation. The decision of the Board will be sent to the Union and the employee in writing within fifteen (15) days after the hearing.
- 11.6 In the event that the matter is not satisfactorily resolved by the Board, the Union may submit the matter to an arbitration board and shall so notify the Board in writing within fifteen (15) days following receipt of the decision at Step D of the grievance procedure.
- 11.7 The arbitration board shall consist of three (3) members. The Board and the Union shall each appoint one member to the arbitration board and so advise the other party in writing of the name and address of the appointee within thirty (30) days following receipt of the decision at Step D of the grievance procedure. The third member of the arbitration board shall be the chairman who shall be selected and appointed jointly by the two arbitration board members appointed by the School Board and the Union. In the event of failure to appoint a chairman, any party may request the Minister of the Department of Labour to make the necessary appointment.
- 11.8 The arbitration board shall have no power to add to, subtract from, or modify any of the terms of this agreement.

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

ARTICLE 12 - DISCHARGE CASES

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

ARTICLE 13 - SENIORITY

- 13.1 Seniority is preference or priority measured by length of service with the Board and will be based strictly on the employee's original date of hire and subject to Clause 13.4.
- 13.2 The Board shall maintain a seniority list showing the date upon which an employee's service commenced, and an up-to-date seniority list shall be sent to the Union by August 31 of each year.
- 13.3 Seniority shall commence from the initial date of employment. However, until the employee has served the required probationary period with the Board, the employee shall have no seniority rights and discharge, layoff or transfer shall not be the subject of a grievance.
- 13.4 When an employee leaves the Board's service or is dismissed for just cause and is later re-engaged, his/her seniority and other benefits shall date only from the time of his/her re-engagement.
- 13.5 Seniority, where qualifications, required knowledge, education, skills and ability are relatively equal, shall be used in determining preference or priority for promotion, transfer, layoff, permanent reduction of the workforce and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

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

- 14.4 When the regular hours of work of a position are changed, such that the hours of work result in eligibility for ASEBP benefits, LAPP and/or full-time employment, the position will be posted in accordance with Clause 14.3.
- 14.5 In the event of unexpected vacancies or special contingencies, the Superintendent or designate may make such temporary transfers and/or hire temporary outside help as required in the interests of efficiency when a regular employee is not available. Where such assignments are anticipated to have a duration of more than five (5) working days, the Union shall be advised in writing within two (2) working days of implementation of such arrangements.
- 14.6 An employee who is transferred or reclassified to a higher classification shall receive the rate of pay in that higher classification, maintaining the same number of years service.
- 14.7 An employee who is transferred or reclassified to a lower classification shall receive the rate of pay in that lower classification, maintaining the same number of years service.

ARTICLE 15 - LAYOFFS AND RECALL

- 15.1 Lay-off is not a normal occurrence, except for ten (10) month employees during summer recess, but may be necessary in certain circumstances. The Board will notify employees and the Union, in writing, who is to be laid off, fourteen (14) calendar days prior to the lay-off period.
- 15.2 Subject to Clause 13.5, employees shall be laid off in the reverse order of seniority.
- 15.3 Subject to Clause 13.5, employees shall be recalled when work becomes available in order of seniority.
- 15.4 Employees laid off and subject to recall shall be informed of all currently available positions by telephone call and letter forwarded to the last address on the file with the Board. An employee so notified shall advise the Board, in writing, of his/her intentions. If he/she does not report to work within five (5) working days of receipt of the Board's letter, his/her services shall be regarded as terminated. The services of any employee who has not been recalled within twelve (12) months shall be regarded as terminated.

ARTICLE 16 - HOURS OF WORK

- 16.1 The normal hours of work, subject to Article 2.5, shall be exclusive of meal times and shall be Monday to Friday, wherever possible.
- 16.2 All employees shall be entitled to one (1) paid fifteen (15) minute break in each half day worked, of not less than three (3) hours, at a time scheduled by the principal/designate.

- 16.3 Employees working five (5) hours or more per day shall be entitled to a minimum thirty (30) minute unpaid lunch break at a time scheduled by the principal/designate.
- 16.4 An employee reporting for work on his/her regular shift shall be paid his/her regular rate of pay for the entire period of work, with a minimum of two- (2) hours pay.
- 16.5 The Union shall be informed, in writing, of any change in the number of regular weekly hours of work of an employee.

ARTICLE 17 - OVERTIME

- 17.1 a) All overtime must be authorized by the principal/designate, and any hours worked in excess of seven (7) hours per day or thirty-five (35) hours per working week shall be considered overtime.
- b) Notwithstanding Clause 17.1(a), where the regular work day of an employee exceeds seven (7) hours per day, overtime shall be considered to be any hours worked in excess of eight (8) hours per day or forty (40) hours per working week.
- 17.2 Overtime shall be paid at the rate of time and one-half (1 1/2) the employee's basic hourly rate. At the employee's option, time off in lieu of overtime at straight time may be taken with the agreement of the Board.

ARTICLE 18 - NAMED HOLIDAYS

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

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

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

- 18.2 An employee will not be eligible for a named holiday or pay for that holiday when a named holiday falls within a period of leave other than vacation leave. Should a named holiday fall within an employee's period of vacation leave, such employee shall, at the employee's option, be paid for the named holiday or receive another day off with pay at a time which is mutually agreed upon by the employee and the Board.

- 18.3 Subject to Clause 18.2, when any of the above named holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday or preceding Thursday and/or Friday shall be deemed to be holidays for the purpose of this agreement.
- 18.4 Subject to Clause 18.2, employees who are not required to work on the above named holidays shall receive holiday pay equal to one normal day's pay. Employees required to work shall, in addition to their basic regular day's pay, receive one and one-half (1 1/2) times their regular pay for each hour worked.
- 18.5 Clauses 18.1, 18.2, 18.3, and 18.4 shall not apply when Remembrance Day falls on a day that is not a required workday for the regular employee.

ARTICLE 19 - VACATIONS

- 19.1 Effective September 1, 2003, persons employed by the Board shall be eligible for annual vacations as follows:

Ten- (10) Month Employees

In lieu of annual vacation, ten- (10) month employees shall receive the following payments:

- a) Up to eight (8) years of continuous service - six (6) percent of regular earnings.
- b) Eight (8) or more years of continuous service - eight (8) percent of regular earnings.
- c) Fifteen (15) or more years of continuous service - ten (10) percent of regular earnings.
- d) Nineteen (19) or more years of continuous service - twelve (12) percent of regular earnings.

Twelve (12) Month Employees

- a) Less than one (1) year of continuous service - pro-rated portion not to exceed fifteen (15) paid working days vacation.
- b) Up to eight (8) years of continuous service - fifteen (15) paid working days (3 weeks) vacation.
- c) Eight (8) or more years of continuous service - twenty (20) paid working days (4 weeks) vacation.
- d) Fifteen (15) or more years of continuous service - twenty-five (25) paid working days (5 weeks) vacation.
- e) Nineteen (19) or more years of continuous service - thirty (30) paid working days (6 weeks) vacation.

- 19.2 Vacation pay on termination of employment shall be paid in accordance with the Employment Standards Code and regulations thereto.
- 19.3 All ten-(10) month employees shall receive their vacation pay entitlement on a pro-rated basis each month.

ARTICLE 20 - SICK LEAVE

- 20.1 Sick leave is defined as a period of time an employee is absent from work due to disability or illness for which the employee is not eligible for compensation under the Workers' Compensation Act or the Employment Insurance Act.
- 20.2 Sick leave shall be granted to regular full-time and regular part-time employees who have had no less than three (3) months continuous service with the Board.
- 20.3 a) For employees with less than four (4) continuous years of employment, sick leave shall be earned at the rate of two (2) working days per month for each full month worked at the employee's regular rate of pay.
- b) All employees who have completed or subsequently complete four (4) continuous years of employment, shall have available sick leave entitlement with pay and benefits of ninety (90) calendar days. This period shall serve as the elimination period for the extended disability benefit plan.

An employee who has been absent or sick and returns to regular duties shall have ninety (90) calendar days of sick leave entitlement reinstated.

- 20.4 Family Care
Where no one other than the employee can provide for the needs during illness of a child, spouse or parent, an employee shall be entitled, after notifying their supervisor, to use a maximum of three (3) accumulated sick leave days per year for this purpose.
- 20.5 Employees reporting off sick shall do so to the immediate supervisor as early as possible (unless unusual circumstances do not permit) before the commencement of their duties. Failing to do so, the employee will be considered absent from duty without leave.
- 20.6 The Board requests that:
- a) A certificate may be required from a qualified medical doctor or dentist for sickness of three (3) working days or less at the discretion of the Superintendent.
- b) A certificate is required from a qualified medical doctor or dentist for sickness in excess of three (3) working days.
- 20.7 A record of all unused sick leave shall be kept by the Board. Any employee is to be advised, on application, of the amount of sick leave accrued to his/her credit.

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

ARTICLE 21 - LEAVE OF ABSENCE

- 21.1 All leaves of absences shall be without pay unless otherwise provided by the Board.
- 21.2 A request for leave of absence shall be in writing and may be granted at the discretion of the Board.
- 21.3 Any employee who is absent without just cause and without the written authority of the Board may be considered to have terminated his/her employment.
- 21.4 Leave of absence without loss of pay or benefits for not more than six (6) working days in total in any school year shall be granted for the following:
- a) Maximum of five (5) consecutive working days because of critical illness or death of a spouse, child, parent of the employee or employee's spouse, brother, sister, grandchild or grandparent, son/daughter-in-law, or brother/sister-in-law of the employee or employee's spouse.
 - b) Maximum of two (2) working days for anyone not mentioned in 21.4(a).
 - c) Extensions to the above may be granted at the discretion of the Board.
- 21.5 An employee may be entitled to leave of absence without pay and without loss of seniority when he/she requests such leave for good and sufficient cause.
- 21.6 Upon reasonable request to the Board, an employee elected or appointed to represent the Union shall be allowed a leave of absence, without loss of pay or benefits to conduct business on behalf of the Union. The Board will pay the employee their regular pay and benefits. The Union will reimburse the Board upon receipt of an invoice, at the employee's rate of pay, excluding any benefit cost, for the time lost during the leave of absence.

- 21.7 Leave of absence, without loss of pay or benefits, for one (1) day shall be granted for the graduation or convocation of the employee or an immediate family member of the employee.
- 21.8 Jury Duty
The Board shall grant a leave of absence with pay and benefits:
- a) for jury duty, jury selection, or any summons related thereto.
 - b) To answer a subpoena or summons to attend as a witness, other than as the accused/defendant, in any proceeding authorized by law to compel the attendance of witnesses provided that the employee remits to the Board any witness fee or jury stipend (excluding allowances and/or expenses) set by the court or other body.
- 21.9 An employee is entitled to a temporary leave of absence with pay because of impassable roads or suspension of public transportation facilities. Such employee shall first provide notice to his/her principal/designate, or as soon as reasonably possible thereafter.
- 21.10 In addition to the foregoing, an employee may apply for a leave of absence for other personal reasons. The Board or designate may grant such leave with pay and benefits providing the leave does not exceed five (5) days in the school year. For the first occasion when leave is taken, and a casual employee is retained, the Board shall pay the cost of the casual employee, up to one (1) full day. For the remainder of this leave, the cost of a casual employee under Schedule A will be deducted from the employee's earnings. For ten (10) month employees, these deductions shall apply to instructional days only. If no casual employee is required or available during this personal leave, the cost paid by the employee shall be transferred to a divisional fund to be used for professional development activities that meet divisional goals and strategies. Decisions concerning the use of this fund shall be made jointly by the Board and the Union.

ARTICLE 22 – MATERNITY AND PARENTAL LEAVE

- 22.1
- a) Employees who have been employed for at least twelve (12) consecutive months are entitled to maternity leave, to a maximum of fifteen (15) weeks.
 - b) For employees identified in 22.1(a) the months of July and August shall be included.
- 22.2 The maternity leave will begin at the discretion of the employee. The employee shall, when possible, notify the Board of her leave requirements three (3) months in advance of the first day of leave. Such notice shall include the expected due date.
- 22.3 The Board may request a statement from a physician indicating the approximate date of delivery.
- 22.4 Maternity leave shall be without pay and without loss of seniority but with employer contributions to employee benefits as provided in Clause 22.5.
- 22.5 When, during the maternity leave, an employee is unable to work for medical reasons associated with her pregnancy, the employee shall be eligible for the Board's supplemental

unemployment benefits (SUB). The Board shall supplement the EI benefits received by the employee to an amount equal to the employee's normal weekly earnings during the health-related portion of the leave falling within the EI entitlement period. The supplemental benefit shall replace sick leave benefits, and the employee shall have no access to sick leave benefits during maternity leave with the exception of illness claims occurring prior to the commencement of the employee's entitlement period. The Board shall pay its portion of each employee's health plan premiums during the preliminary eighteen (18) weeks of maternity leave. The Board agrees to supplement EI benefits for a maximum of thirteen (13) weeks or for the period covered by accumulated sick leave, whichever is less.

- 22.6 An employee, upon request to the Superintendent, will be granted one (1) day paternity leave with pay, for the birth of his child, provided that this leave shall be taken within three (3) days of the birth.
- 22.7 Parenting leave may be available to either or both parents of a newborn or newly adopted child. However it shall be at the discretion of the Superintendent as to whether both parents may use leave at the same time.
- 22.8 Parenting leave shall be without pay, without employer contributions to employee benefits, and without loss of seniority for a maximum of thirty-seven (37) weeks.
- 22.9 Employees shall notify the Board of their intent to take such leave as soon as possible, but no later than four (4) weeks preceding the effective date of the leave (except in the case of adoption where it may not be possible to do so).
- 22.10 Employees shall establish their return date in consultation with the Superintendent. Where possible, return shall be at natural breaks in the school year, understood to also include reporting periods. The employee may terminate the leave at any time with a four (4) week prior notice, in writing, to the Board.
- 22.11 The employee will be returned to the position held at the commencement of the leave or to a comparable position. Employees not returned to the same position shall be given reasonable notice of their change of assignment.
- 22.12 Employees wishing to extend parenting leave may apply for such leave in accordance with Clause 21.5.

ARTICLE 23 - PAYMENT OF WAGES

- 23.1 The Board shall pay wages in accordance with Schedule "A" attached hereto and forming part of this Agreement. An employee, on commencement of employment, shall be placed at the first step on the appropriate wage schedule for the position to which the employee is assigned. The Board may, however, place an employee above the first step where the Board determines that the qualifications and experience of the employee warrants such placement.

- 23.2 On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions.
- 23.3 When an employee is temporarily assigned to a higher-rated position for five (5) consecutive working days or more, the employee shall receive the rate of pay for the length of the assignment to that position.
- 23.4 When an employee is temporarily assigned to a position paying a lower rate for ten (10) consecutive working days or less, the employee's rate shall not be reduced.
- 23.5 Wages shall be paid on the basis of hours submitted on time sheets.
- 23.6 Notwithstanding Article 23.5 the Board will endeavor to equalize payment of wages, for ten (10) month employees, when employed for the full school year, according to the following schedule on a monthly basis:

(Hourly rate X no. of hours worked per day) X (no. of days worked in school year + named holidays)
 X (1.+vacation pay entitlement)

Number of months worked (normally ten)

ARTICLE 24 - EMPLOYEE BENEFIT PLANS

- 24.1 When enrollment and other requirements for group participation in various plans have been met, the Board may sponsor such plans to the portions agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency. To clarify, employees working fifteen (15) hours or more per week are eligible, subject to carrier approval, for enrolment in the employee health benefit plan.
- 24.2 The Board shall pay one hundred (100) percent of the applicable premium of ASEBP Life and Accidental Death and Dismemberment Plan, Schedule II.
- 24.3 The Board shall pay one hundred (100) percent of the applicable premium of the ASEBP Extended Disability, Plan D.
- 24.4 The Board shall pay one hundred (100) percent of the applicable premium of the ASEBP Extended Health Care Plan I.
- 24.5 The Board shall pay one hundred (100) percent of the applicable premium of the ASEBP Dental Plan 3.
- 24.6 The Board shall pay one hundred (100) percent of the applicable premium rate for Alberta Health Care only when the premium is not paid by another source.
- 24.7 As a condition of employment, employees shall participate in the life and disability plans provided.

- 24.8 Payments made towards the benefit plans by the Board shall permit the Board to retain and not pass on to the employees any rebates of premiums otherwise required under the Employment Insurance Commission regulations.
- 24.9 Eligible employees will be entitled to join the Local Authorities Pension Plan based upon pension regulations and guidelines and Board policy.
- 24.10 a) The Board will provide for participation in the Local Authorities Pension Plan for regular employees. Registration in the plan is a condition of employment for all regular employees meeting the following requirements:
- i. member of approved participating class.
 - ii. must render service on a continuous basis of twenty-five (25) hours or more per week.
 - iii. successfully completed the probationary period.
- b) The Board will provide for employees with twenty (20) to twenty-five (25) hours of weekly employment to opt-in to LAPP.
- 24.11 **Health Spending Account**
The Board agrees to contribute an amount equal to one percent (1%) of each eligible employee's annual regular employment earnings during each fiscal year to a health care spending account for the benefit of that employee and his/her dependent(s). This program will be administered under the Alberta School Employee Benefit Plan and is subject to Revenue Canada guidelines.
- a) Employees who work 600 or more regular hours per year are eligible to participate in the Health Spending Account.
 - b) There will be a minimum of \$35.00 per month contribution to the Health Spending Account for each eligible employee.
 - c) There shall be no minimum contribution in the months of July and August.
 - d) There will be a maximum of \$50.00 per month contribution to the Health Spending Account for each eligible employee.
 - e) Monthly contributions will cease during unpaid leaves of absence in excess of thirty (30) calendar days and the unpaid portion of maternity leave.

ARTICLE 25 - PROFESSIONAL DEVELOPMENT

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

ARTICLE 26 - GENERAL

- 26.1 The feminine gender shall mean and include the masculine and similarly the singular shall include the plural and vice versa as applicable.
- 26.2 Newly hired employees may be required to present a medical certificate substantiating good health.
- 26.3 An employee shall have the right at any time to have access to and review his/her personnel file and records as established after the date of hiring and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

ARTICLE 27 - TERM OF AGREEMENT

- 27.1 Unless otherwise specifically provided for in this Collective Agreement, this Collective Agreement takes effect on the first of the month following the date of ratification by both parties and continues in full force and effect until August 31, 2012 and shall continue from year to year thereafter unless either party gives to the other party, not less than 60 nor more than 120 days prior to the termination of this Collective Agreement, a notice in writing of its intention to commence collective bargaining with the view to striking a new agreement. Such notice shall contain an outline of all amendments sought. At the first meeting between the parties following such notice, the other party shall give particulars of all amendments it seeks. Such notice shall be given as per Clause 8.1 of this Collective Agreement. Negotiations shall be limited to the items in the two lists combined.
- 27.2 Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement and shall be in writing.

This agreement was ratified by the CUPE membership on June 22, 2011 and by the Board of Trustees on June 20, 2011.

SIGNED AT ST. ALBERT, IN THE PROVINCE OF ALBERTA THIS 13th DAY OF July, A.D., 2011.

ON BEHALF OF THE
GREATER ST. ALBERT CATHOLIC
REGIONAL DIVISION NO. 29

Lauri-Ann Turnbull

[Signature]

ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 2550

L. LaRocque

[Signature]

SCHEDULE A
WAGE SCHEDULE
(Hourly Rates)

Effective September 1, 2010 a general increase of 3.0% across the grid.

EFFECTIVE: September 1, 2010

PAY GROUP	ANNUAL STEPS				
	1	2	3	4	5
I	17.32	18.38	19.50	20.57	21.65
II	18.91	19.60	20.44	21.65	22.81
III	20.44	21.74	23.03	24.27	25.68
IV	21.65	23.03	24.56	25.96	27.38

Note: Effective September 1, 2010, the rate of pay for a casual employee will be \$15.98 per hour, inclusive of holiday pay, effective 1st day of the month following ratification of the collective agreement.

<u>Pay Groups</u>	<u>Classifications</u>
I	School Assistant
II	Cafeteria Assistant School Office Support I Administrative Services I
III	School Office Support II Educational Assistant Administrative Services II
IV	Library Technician School Office Support Supervisor Maintenance Support

SCHEDULE A
WAGE SCHEDULE
(Hourly Rates)

Effective September 1, 2011 a general increase of 3.0% across the grid.

EFFECTIVE: September 1, 2011

PAY GROUP	ANNUAL STEPS				
	1	2	3	4	5
I	17.84	18.93	20.09	21.19	22.30
II	19.48	20.19	21.05	22.30	23.49
III	21.05	22.39	23.72	25.00	26.45
IV	22.30	23.72	25.30	26.74	28.20

Note: Effective September 1, 2011, the rate of pay for a casual employee will be \$16.46 per hour, inclusive of holiday pay.

<u>Pay Groups</u>	<u>Classifications</u>
I	School Assistant
II	Cafeteria Assistant School Office Support I Administrative Services I
III	School Office Support II Educational Assistant Administrative Services II
IV	Library Technician School Office Support Supervisor Maintenance Support

Training Adjustment

Effective September 1, 2008 - \$300 per year, payable monthly, pro-rated for months of service and full-time equivalency.

Payable in each of the two years of this collective agreement, to August 31, 2012.

Eligible employees: Educational Assistants who possess the Grant MacEwan College Special Needs Educational Assistant certificate, or equivalent, as determined by the Board.

LETTER OF INTENT

(To be Appended to the Collective Agreement)

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

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

LETTER OF INTENT

RE: Violence in the Workplace

The parties agree to meet to discuss the occurrence of violence in the workplace between employees and students. This committee will meet with the view of identifying preventative and management support to affected employees and students. All employee groups will be invited to appoint representatives to join this committee. The parties may, by mutual agreement, agree to defer this work to an existing committee. This letter of intent expires on August 31, 2012.

LETTER OF INTENT

RE: Classification Review

The division agrees to complete the classification review with a study of the work that is described as a Career Practitioner and the work as described as a Laboratory Technician by December 1, 2011.

ADDENDUM TO THE CUPE LOCAL 2550 COLLECTIVE AGREEMENT
SCHEDULE A - TRAINING ADJUSTMENT
September 1, 2010 to August 31, 2012

Eligible Employees:

1. Grant MacEwan College Special Needs Education Assistant Certificate.
2. Equivalency:
 - a) Successful completion of the Special Needs Education Assistant program from one of the nine other colleges identified by The Provincial Coordinators of Alberta Post-Secondary Education Assistant Programs:
 - Red Deer College
 - Lethbridge College
 - Portage College
 - Lakeland College
 - Medicine Hat College
 - Keyano College
 - Northern Lakes College
 - Bow Valley College
 - Grande Prairie Regional College

Or

- b) Employees who have successfully completed a related post-secondary training degree, diploma or certificate with at least 5 years experience with Greater St Albert Catholic Schools.
- c) At the Employer's discretion, exceptions may be considered.

Intent of Schedule A - Training Adjustment

The intent of the training adjustment is to recognize employees with specific Educational Assistant education as well as to provide incentive to employees to acquire formal Educational Assistant education.

Signed at St. Albert this 13th day of July, 2011.


On behalf of the Board


On behalf of the Union