

## **UNIFOR COLLECTIVE AGREEMENT**

**TERM: September 1, 2017 to August 31, 2020**

**AGREEMENT**

BETWEEN:

**THE BOARD OF THE GRANDE PRAIRIE ROMAN CATHOLIC  
SEPARATE SCHOOL DISTRICT NO. 28**  
(hereinafter called the "Board")

AND

**UNIFOR LOCAL 328**  
(Hereinafter called the "Local")

**INDEX**

ARTICLE	PAGE
Term.....	3
I. Recognition & Coverage of Agreement .....	3-4
II. Maintenance of Membership .....	4
III. Rights of the Employer .....	4
IV. Task Assignments .....	4-5
V. Definitions .....	5
VI. Liaison Committee.....	5
VII. Seniority .....	6-7
VIII. Transfers, Promotions & Appointments .....	7-8
IX. Probationary Period.....	8
X. Salary Schedule Reference .....	8
XI. Classifications .....	8-9
XII. Layoff and Recall.....	9
XIII. Hours of Work .....	9-10
XIV. Overtime .....	10-11
XV. General Holidays.....	11
XVI. Vacations .....	11-12
XVII. Special Leave.....	12-13
XVIII. Maternity Leave.....	13
XIX. Sick Leave.....	13-14
XX. Leave of Absence without Pay .....	14-15
XXI. Leave of Absence for Local Business.....	15
XXII. Benefits .....	15-16
XXIII. Part-time Employees .....	16
XXIV. Accrued Benefits .....	16
XXV. Grievance Procedure .....	16-18
XXVI. Classification Definition .....	18
XXVII. Calculation for Hourly Rate Base.....	18-19
Letter of Understanding re: Contracting Out .....	20
Salary Grids .....	21-23

## **AGREEMENT**

WHEREAS, the employees appointed by the Board as non-instructional personnel are to be included under the provision of the Labour Relations Act, and

WHEREAS, the Board has recognized the Local as the official bargaining agent acting on behalf of all such employees.

WHEREAS, the purpose of the Board is to:

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

**NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

### **Term**

- (1) This Agreement will become effective September 1, 2017, and shall remain in force and effect up to and including August 31, 2020, three (3) years, or until varied by collective bargaining as herein provided for.
- (2) All provisions of this Agreement shall be applicable for the entire term of this Agreement.
- (3) This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing. Any modification of this Agreement shall be only by written memorandum executed by both parties with a copy of such executed memorandum to be attached hereto.
- (4) Notice to commence bargaining must be given by either party 30 to 150 days prior to the expiration date of this Agreement.

### **ARTICLE I – RECOGNITION AND COVERAGE OF AGREEMENT**

- 1.1 The Board hereby recognizes the Local as the exclusive representative of all employees in the bargaining unit described in 1.2 and the Local recognizes the responsibility of representing the interest of all such employees.
- 1.2 The bargaining unit to which this Agreement is applicable is as follows:
  - 1.2.1 All non-instructional employees whose positions are defined by the administration as full-time or part-time appointments. Excluded from membership are the Secretary-Treasurer, Executive Assistants, Human Resources Officers, Supervisor of

Maintenance, Supervisor of Transportation and Custodians, Payroll Officers, Directors of Finance, Accountants, Student Information Officers, Communications Officers, District Computer Systems Administrators, and any other positions where a valid Alberta teaching certificate is a condition of employment.

## **ARTICLE II – MAINTENANCE OF MEMBERSHIP**

- 2.1 Each employee bound by this Agreement must, as a condition of employment, maintain membership in good standing with UNIFOR Local 328.
- 2.2 All employees bound by this Agreement shall be required to pay the Local regular monthly dues. The Board shall, therefore, as a condition of employment, make known to all prospective employees the existence of the Local in which membership is required.
- 2.3 The Local shall advise the Board in writing of any change in the amounts of dues to be collected by the Local, from the employees covered by this Agreement. Such notice shall be communicated to the Board at least thirty (30) days prior to the effective date of the change.
- 2.4 The Board shall deduct the amount of the Local dues, as set by the Local from time to time, from the pay of all employees bound by this Agreement each month. The Board shall remit Local dues from the pay of all employees to the Union by the fifteenth (15<sup>th</sup>) day of the following month. The deductions remitted shall be accompanied by particulars identifying each employee by name, showing starting date of employment and classification.

## **ARTICLE III – RIGHTS OF THE EMPLOYER**

- 3.1 It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in the Board of the District. Included in these rights in accordance with applicable laws and regulations is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees, and the right to release employees. The Board shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted.
- 3.2 The right to make reasonable rules and regulations is acknowledged as a legally required function of the Board under section 60 of the School Act c. S-3 R.S.A. 2000. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the Board shall give due regard to the rights of the Local and employees and to the obligations imposed by this Agreement.
- 3.3 An employee may only be discharged or disciplined for just and reasonable cause.

## **ARTICLE IV – TASK ASSIGNMENTS**

- 4.1 While the Board will attempt, as far as possible, to assign the employee to tasks for which the employee has been trained, no part of this Agreement shall be construed as meaning that an employee shall do only the tasks of the classification in which he/she is

employed nor shall any part of this Agreement be construed as meaning that certain tasks shall be performed only by certain classified employees.

- 4.2 The District shall post for a period of five (5) working days all training programs or courses offered by the District that exceed eight (8) hours in length. The bulletin shall contain the name and dates of the course and where more information can be obtained.

#### **ARTICLE V - DEFINITIONS**

- 5.1 Twelve-Month Employee – a twelve-month employee is one who is employed on a continuous twelve (12) month basis.
- 5.2 Ten-Month Employee – a ten-month employee is one who occupies a position on a continuous basis established by the Board, which requires services, which coincide with the school year. These employees may be required to work during periods in which schools are not in session and shall be paid in accordance with the salary grid.
- 5.3 Part-Time Employee – a part-time employee is an employee whose hours of work are less than those specified for a full-time employee.
- 5.4 Full-Time Employee – a full-time employee is an employee whose hours of work are defined in Clause 13.3, 13.4 and 13.5 of this Agreement.
- 5.5 A Probationary Employee shall mean and include any full-time or part-time employee in their probationary period.
- 5.6 Casual Employee – a casual employee is an employee who is employed by the Board, is paid hourly, and is employed on a periodic basis not exceeding three (3) months in duration. A casual employee shall receive only those benefits required by law and the wages stated herein, and other than wages, none of the provisions of this Agreement shall apply to a casual employee. Casual employees are not required to pay union dues.
- 5.7 Temporary Employee – a temporary employee is an employee who is paid hourly and is employed on a specific project or to replace a permanent employee on leave for a period greater than three (3) months but not exceeding one (1) year and a termination date has been determined. A temporary employee shall receive the wages and benefits of this Agreement but shall not earn seniority and shall not have rights to promotion, transfer, layoff or recall. The employment of a temporary employee shall terminate at the end of the project or on the return to work of the employee being replaced.

#### **ARTICLE VI - LIASION COMMITTEE**

- 6.1 The Board and the Local agree that there shall be a Liaison Committee consisting of four (4) members appointed by the Local, two (2) Trustees and two (2) members appointed by the Superintendent. Meetings shall be held at a mutually acceptable time and date. However either party may call a special meeting to deal with urgent matters. It is the function of the Committee to consider matters of mutual concern affecting the relationship of the Board to its employees and to advise or make recommendations to the Board and the Local with a view to resolving difficulties and promoting harmonious relations.

## **ARTICLE VII – SENIORITY**

7.1 After successful completion of the initial probationary period of employment an employee's seniority shall be determined as follows:

Number of years of continuous employment with the District (including predecessor Boards).

1. Seniority lists will be updated regularly and the most recent list will be used for seniority determination.
2. Casual and temporary employees shall not accrue seniority.
3. Seniority will be determined alphabetically by last name if the hire date is identical.

7.2 The Board will provide the Local with the appropriate seniority list of employees covered by this Agreement, in a mutually acceptable format, annually in the month of May. This list shall apply for the purpose of competitions for the positions posted within the Grande Prairie Roman Catholic Separate School District.

7.3 Continuous service for this Article for twelve-month employees shall mean continued employment without a break of employment with the employer. Continuous service for this Article for ten-month employees shall mean continued employment without a break of employment with the employer except for the normal summer break period, however, years of service must be consecutive with no interruption.

7.4 Seniority will continue to accrue during:

- (a) Periods of sick leave;
- (b) Leave of absence up to two (2) months;
- (c) Worker's Compensation Leaves;
- (d) Temporary promotion outside the Bargaining Unit to a maximum of six (6) months;
- (e) Compassionate leave;
- (f) Jury duty and court service;
- (g) Vacation period;
- (h) Long term disability;
- (i) Maternity/Paternity Leave.

7.5 Seniority shall not accrue during:

- (a) Periods of lay-off;
- (b) Suspension for discipline not reversed by grievance procedure;
- (c) Absences without approval;
- (d) For periods of service outside the Bargaining Unit;
- (e) Periods of overtime;
- (f) Leaves of absences, without pay, over two (2) months.

7.6 Bargaining Unit seniority shall be lost and the employee deemed to be terminated from employment for:

- (a) Discharge for just cause and is not re-instated;
- (b) Termination;
- (c) Failing to report to work on recall after lay-off;
- (d) Upon retirement;

- 7.7 Employees who have been laid off and who have not been recalled shall retain their seniority for a maximum of twelve (12) months from the last date worked.

**ARTICLE VIII - TRANSFERS, PROMOTIONS, AND APPOINTMENTS**

- 8.1 Vacancies for permanent positions covered by this Agreement shall be internally posted for a period of five (5) calendar days excluding Saturday, Sunday, and other holidays. Notwithstanding the foregoing, where a position is created due to a need to provide direct and immediate service to a student, the superintendent or designate may fill the vacancy on a temporary basis but shall post the vacancy within five (5) days. The Local will be notified who was the successful applicant for each posted position.
- 8.2 In the event of the need for additional hours to be worked, and before casual employees are called upon, existing full-time or part-time employees within the facility where the work is to be done, shall have their hours increased provided it does not entail the payment of overtime, in order of seniority provided that they have:
- (a) indicated in writing to their supervisor that they wish to be considered for additional hours; and
  - (b) the qualifications, relevant skill, training, knowledge, efficiency, and other related abilities to perform the work available.
  - (c) availability in their schedule to allow for consideration of students' needs as determined by the principal.
  - (d) The article shall also apply to the employees requesting a reduction in hours providing there will be no additional cost to the employer.
- 8.3 Posting shall be by placement of notice of the position in a prominent location in the Catholic Education Centre and in each school.
- 8.4 Information in postings shall contain the following:
- Nature of position, qualifications, classification, education, shift, number of hours, wage, salary rate or range and location.
- 8.5 Educational Assistants and Personal Care Educational Assistants (PCEA'S) shall be given written confirmation of employment for the following school year, on or before June 20 of the current school year.
- 8.6 A transfer means a movement from one position to another position within the District within the same classification and the same step on the salary grid in the same City or Town. Sexsmith, Clairmont and Grande Prairie are considered to be the same location.
- 8.7 A promotion means a move to a higher paid classification contained in this Agreement, and similarly a demotion means a move to a lower paid classification contained in this Agreement.
- 8.8 An appointment or designation, however described, means a move to a position, out of the scope of and not bound by this Agreement. Such appointees/designees rely solely on the policy or other agreements relating to the position, and are not subject to the provisions of this Agreement.

- 8.9 All applications for employment, permanent transfer, or promotion or demotion, shall be made to the Superintendent.
- 8.10 In making promotions, permanent transfers and voluntary demotions, the determining factors shall be seniority, relevant skill, training, knowledge, efficiency, and other related abilities.

#### **ARTICLE IX - PROBATIONARY PERIOD**

- 9.1 Each new employee shall remain in a probationary status for a period of one hundred twenty (120) working days, to determine suitability to become eligible as a permanent employee. Benefits and leaves shall commence after ninety (90) calendar days. The employee will also be subject to all other rights and duties contained in this Agreement after the initial ninety (90) calendar days. In extenuating circumstances and by mutual agreement between the Superintendent and the Union, the probationary period may be extended up to thirty (30) calendar days.
- 9.2 If the employee commences on or before the fifth (5<sup>th</sup>) working day of the month, salary and benefits become effective the first (1<sup>st</sup>) day of the fourth (4<sup>th</sup>) pay period, following date of employment.
- 9.3 If the employee commences on the sixth (6<sup>th</sup>) working day of the month, or later, salary adjustments and benefits will be effective the first (1<sup>st</sup>) day of the fifth (5<sup>th</sup>) pay period, following the date of employment.

#### **ARTICLE X - SALARY SCHEDULE REFERENCE**

- 10.1 Salaries for employees bound by and subject to this Agreement, during the term of this Agreement are contained in Schedules attached hereto and by this reference incorporated herein.
- 10.2 Salaries contained in Schedules shall be for the entire term of this Agreement.
- 10.3 Anniversary Date – Each employee's anniversary date shall be deemed to be the date of hire; i.e., a person hired on the 14<sup>th</sup> of that month, shall have their increment based on the 14<sup>th</sup> of that month each year thereafter.
- 10.4 A Kindergarten Educational Assistant performing the duties of a Kindergarten Instructor during a teacher's/instructor's absence shall be paid at the Kindergarten Instructor rate.
- 10.5 The Board shall pay a new employee the minimum rate of pay on the grid established for such position except that the Board may pay the new employee at a higher rate of pay in recognition of qualifications and previous experience. Where the Board appoints above the minimum they will notify the Local in writing within ten (10) working days, of the appointee's name and classification and the generic reasons for the rate of pay on appointment.
- 10.6 Employees shall be paid on the last banking day of each month.

#### **ARTICLE XI – CLASSIFICATIONS**

- 11.1 Upon establishing a new classification or amending a classification covered by this Agreement, the Board shall inform the Local.
- 11.2 (a) Prior to establishing a new classification or amending a classification covered by this collective agreement the Board shall consult with the Local.
- (b) Any salary increases resulting from amending a classification shall be effective from the first day of the month of the amendment.

## **ARTICLE XII – LAYOFF AND RECALL**

- 12.1 Lay-Off is not a normal occurrence but may be necessary in certain circumstances.
- 12.2 The Board will notify employees, who are to be temporarily laid-off, ten (10) working days prior to the lay-off period, or grant ten (10) days pay in lieu of notice. This provision shall not apply to ten-month employees who are laid off at the end of the operational year and who are expected to return to work at the beginning of the next operational school year.
- 12.3 In the event of a lay-off, the determining factors shall be seniority, relevant skill, training, knowledge, efficiency and other related abilities.
- 12.4 When work becomes available, employees shall be recalled, in order of seniority, provided they have the qualifications, relevant skill, training, knowledge, efficiency and other related abilities to do the work available. Recall rights shall continue for a period of twelve (12) months from the last day worked.
- 12.5 (a) It is the responsibility of the laid-off /on-recall employee to keep the employer informed as to the address and telephone number for the purpose effecting a recall notice.
- (b) An employee shall have two working days from the date of notice of recall, determined in accordance with Article 12.5 (a) to advise the Board in writing (electronically or otherwise) that they are accepting the recall. Failure to do so shall be deemed as the employee having resigned from employment with the Board.
- 12.6 An employee who is laid off will be recalled to the same City or Town in which the employee was employed prior to layoff. If an employee on recall is interested in being recalled to another City or Town, he/she must indicate this in writing. Sexsmith, Clairmont and Grande Prairie are considered to be the same location.

## **ARTICLE XIII – HOURS OF WORK**

- 13.1 Each employee is required to record his/her attendance, indicating all periods of absence and reasons for absence on the prescribed form; these to be submitted to the Superintendent or designate every month end.
- 13.2 An employee who is absent from duty without prior authorization shall advise his/her supervisor at the beginning of the working day he/she is absent. Unreported absence may result in a loss of pay.

- 13.3 Clerical Staff, Library Clerks and Assistant Library Clerks – for full-time employees, the regular work week shall be thirty-five (35) hours per week based on a maximum eight (8) hour day, Monday through Friday. Upon mutual agreement normal schedule may be altered by the employee's supervisor in keeping with the rights of the employer.
- 13.4 (a) Instructors – for full-time employees, the regular work week shall be forty (40) hours per week based on a maximum eight (8) hours a day, Monday to Friday. Upon mutual agreement, normal schedule may be altered by the employee's supervisor in keeping with the rights of the employer.
- (b) Educational Assistants & PCEAs – for full-time employees, the regular work week shall be thirty-five (35) hours per week based on a maximum eight (8) hours a day, Monday to Friday. Upon mutual agreement, normal schedule may be altered by the employee's supervisor in keeping with the rights of the employer.
- 13.5 Maintenance, I.T. Technicians and Custodial Staff – for full-time employees, the regular work week shall be forty (40) hours per week based on a maximum eight (8) hour day over five (5) consecutive days. Upon mutual agreement, normal schedule may be altered by the employee's supervisor in keeping with the rights of the employer.
- 13.6 At the Board's discretion, substitutes may be provided to persons whose position is left uncovered due to an absence or leave of absence.
- 13.7 (a) A minimum of one half (1/2) hour to a maximum of one (1) hour will be allowed for lunch each working day, 12:00 noon to 1:00 p.m., or at such other period determined by the employee's supervisor.
- (b) Full time employees and Part time employees working six (6) hours per day or more will be allowed two paid fifteen-minute breaks per day, one in the morning and one in the afternoon. Part-time employees working less than six (6) hours per day will be allowed one such paid break per shift.
- 13.8 As per Local Authorities Pension Plan guidelines all eligible employees shall be credited with one year of pension service as follows:
- Educational Assistants, PCEAs, and all other full-time 27 hr/week employees: 1,169 hours  
 Instructors and all other 30 hr/week employees: 1,299 hours  
 Secretaries, Clerks and all other 35 hr/week employees: 1,560 hours  
 Maintenance, I.T. Technicians, Custodians and all other 40 hr/week employees: 2,080 hours
- All other employees not achieving full time hours by position shall have their pensionable service pro-rated based on hours worked.
- All employees working twenty-four (24) hours per week or more must make compulsory contributions to the LAPP Pension Plan.
- 13.9 Support Staff who are required to use their vehicles to conduct business on behalf of the Board will be reimbursed at rates established by the Board in Administrative Procedures.

#### **ARTICLE XIV – OVERTIME**

- 14.1 All overtime must be authorized in writing, in advance where possible, by the Superintendent or designate in order for overtime remuneration. Overtime shall be defined as:
- (a) Hours worked in a normal work week that exceeds thirty-five (35) hours for Clerical Staff, Library Clerks, Assistant Library Clerks, Educational Assistants or (forty) 40 hours for IT Technicians, Instructors, Maintenance and Custodial Staff, or  
  
The hours worked in excess or eight (8) hours per day.
  - (b) All hours worked on general holidays set out in Article 15.1.
- 14.2 (a) Overtime shall be paid at time and one half the employee's regular hourly rate of pay for each overtime hour worked. When an employee is required to work on a named holiday, the rate of pay shall be time and one-half the employee's regular hourly rate of pay for each hour worked on the named holiday and, in recognition of the provisions of Article XV GENERAL HOLIDAYS, the employee shall receive either a day's pay for the named holiday or another paid day off in lieu of the named holiday.
- (b) At the employee's request, overtime shall be banked at the rate of 1.5 hours banked for each hour worked. Employee's request for time off utilizing banked time will be subject to the Board's approval process, and will not be unreasonably denied. Unused banked time shall be paid out annually on June 30<sup>th</sup> of each year.
- 14.3 An employee who works a call out shall be paid a minimum of one and one half (1 ½) times the employee's regular rate of pay for a minimum of three (3) hours.

**ARTICLE XV - GENERAL HOLIDAYS**

15.1 Each employee shall be entitled to the following holidays with pay:

New Year's Day	Alberta Family Day	Thanksgiving Day
Good Friday	Easter Monday, or the Monday of Spring Break, as applicable	
Remembrance Day	Victoria Day	Canada Day
Christmas Eve	Christmas Day	Labour Day
Boxing Day	Civic Holiday {one (1) day}	

and any other day duly proclaimed as a Provincial or National holiday.

- 15.2 When any of the general holidays fall on an employees' non-working day, the employees shall have an additional holiday with pay at his/her full-time equivalency rate. This does not apply to holidays which occur during a period of layoff.
- 15.3 Other holidays with pay, may be granted at the discretion of the Board from time to time.

**ARTICLE XVI – VACATIONS**

16.1 One day vacation will be allowed to full-time 12 month employees for each full month of service completed to a maximum of 12 days. Part-time 12-month employees shall have a work-equivalent day of vacation for each full month of service completed.  
(For full-time 12 months = 12 days)

- 16.1.1 Subsequent to clause 16.1, employees with three (3) or more years of service shall be granted an additional three (3) days of vacation to be credited on their anniversary date.  
(12 + 3 = 15 days)
- 16.1.2 Subsequent to clause 16.1.1, employees with five (5) or more years of service shall be granted an additional five (5) days vacation to be credited on their anniversary date.  
(15 + 5 = 20 days)
- 16.1.3 Subsequent to clause 16.1.2, employees with ten (10) or more years of service shall be granted an additional five (5) days vacation to be credited on their anniversary date.  
(20 + 5 = 25 days)
- 16.2 In the event a general holiday falls within the employee's vacation leave, one additional day shall be granted at the end of the employee's regular vacation leave.
- 16.3 An employee who becomes seriously ill or hospitalized during his/her annual vacation shall be allowed to request the Superintendent to review the case for possible granting of sick leave benefits instead of vacation for the duration of the illness. A doctor's certificate must accompany the request.
- 16.4 Effective August 30, 1999, an employee, who was not granted vacation for service, shall receive pay in accordance with SALARY GRID II in lieu of vacation. (First three (3) years - 5% of regular pay; upon completion of three (3) years - 6% of regular pay; upon completion of five (5) years - 8% of regular pay; upon completion of ten (10) years - 10% of regular pay).
- 16.4.1 Casual and Temporary employees shall receive vacation pay instead of time off and shall be paid their vacation pay at the end of each month worked.
- 16.5 Vacations are strongly encouraged to be taken during the months of July and August or during Christmas or Easter/Spring breaks, unless otherwise approved by the Superintendent or designate. However, requests to take vacations during the school year may be granted at the discretion of the Superintendent after consideration of the District's needs. Such requests shall be made in writing at least one (1) month prior to the proposed commencement date of the vacation.
- 16.6 Vacation shall not accrue during the following:
- (a) LTD (after one year leave),
  - (b) Parental leave,
  - (c) Lay off,
  - (d) Leave of Absence without pay.

#### **ARTICLE XVII – SPECIAL LEAVE**

- 17.1 At the discretion of the Superintendent, an employee upon application may be granted special leave, with pay. All requests for leave shall be submitted to the Superintendent through the immediate supervisor, a minimum of two (2) weeks prior to the occurrence except when specific circumstances preclude such notice being given (i.e. bereavement). The circumstances under which special leave is granted are as follows:

17.1.1 For the purpose of this clause critical illness is understood to relate to situations where the loss of life is imminent. Leave necessitated by:

- (a) the critical illness of a spouse, child, son-in-law, daughter-in-law, and the following relatives of either employee or employee's spouse: guardian, grandparent, parent, brother, sister, brother-in-law, sister-in-law, grandchild, nephew, niece shall be granted with pay by the Board as follows: up to and including five (5) days. Additional time may also be allowed at the discretion of the Board for travel; a maximum of two extra days.
- (b) the death of a spouse, child, son-in-law, daughter-in-law, and the following relatives of either employee or employee's spouse: guardian, grandparent, parent, brother, sister, brother-in-law, sister-in-law, grandchild, nephew, niece shall be granted as outlined in clause 17.1.1 (a).

17.1.2 Write examination(s) as required for course(s) approved by the Board.

17.1.3 Any continuous employee who is required to appear for jury duty, or who is subpoenaed or who is requested to appear for a coroner's inquest, on a day they would have normally worked, will be reimbursed by the Board for their rate of pay. The employee will return to the Board any fees as are paid by the court for such appearances.

17.1.4 In addition to the foregoing, an employee shall be entitled to two (2) days of personal leave with pay per school year. Such personal leave shall be subject to the satisfactory operation of the employee's work place as may be determined by the Superintendent or designate provided it is approved in advance.

#### **ARTICLE XVIII – MATERNITY LEAVE**

18.1 Maternity, parental and adoption leaves shall be granted by the Board on application by the employee. The terms of leave will be in accordance with the current Employment Standards Code R.S.A. 2000 c. E-9 as amended from time to time.

18.2 An employee will be granted one (1) day leave with pay, on the birth of his/her child.

18.3 An employee will be granted one (1) day leave with pay, on the legal adoption of his/her child.

#### **ARTICLE XIX – SICK LEAVE**

19.1 Employees shall earn sick leave at a rate of two (2) days per month of service. Sick leave taken shall be deducted from the accumulated sick leave entitlement.

19.2 Beginning the third (3<sup>rd</sup>) year of continuous employment, and provided continuity of employment has not been broken, accumulation shall cease and all accumulated sick leave shall be cancelled and the employee shall be credited with ninety (90) calendar days of sick leave. An employee with a ninety (90) calendar day entitlement who has been absent on sick leave and returns to regular duties shall have the ninety (90) calendar day sick leave entitlement reinstated. However, in instances where the employee has been continuously absent for a period of thirty (30) or more calendar days, reinstatement of the sick leave entitlement shall be made contingent on the

employee providing a medical certificate, signed by a medical practitioner prior to the date of return, verifying that the employee is able to return to work on a continuous basis. In addition the ninety (90) calendar days shall not be reinstated until the employee has been actively at work for nineteen (19) out of twenty (20) consecutive working days, unless the absence is a result of a new medical condition supported by a medical certificate signed by the medical practitioner.

- 19.3 An employee who is absent from duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness shall be required to present a signed statement giving reason for such absence as per the Support Staff Request and/or Report of Absence form. Employees shall attempt to schedule medical or dental treatments so as to minimize time away from work.
- 19.4 When an employee is absent under the provision of sick leave, the employee will not be granted vacation or salary in lieu of vacation.
- 19.4.1 In the event a general holiday falls on a day the employee is under the provision of sick leave, the day shall be taken as a general holiday and not as a sick leave day.
- 19.5 Travel beyond the date(s) of a necessary medical or dental appointment (by referral) shall be covered by sick leave to a maximum of one (1) day. The annual leave for this purpose shall be three (3) days.
- 19.6 An employee who is absent from duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period of more than three (3) consecutive working days shall be required to present a medical certificate within seven (7) calendar days of the commencement of the absence.
- 19.7 Up to a maximum of three (3) days with pay shall be granted annually to an employee to use in combination of:
- (a) care for a spouse, child or parent who is ill (subject to the notification of the immediate supervisor); or,
  - (b) attend to the medical or dental appointment of a spouse or a child (subject to the approval of the immediate supervisor).

The time will be deducted from the employee's sick leave benefit. This clause shall not be used in conjunction with any other clause in the Agreement.

- 19.8 Notwithstanding the foregoing, an employee who has completed one (1) year of employment, whose sick leave accumulation is less than ninety (90) calendar days and who is ill and receives benefits under the Extended Disability Plan shall upon receipt of such benefits be paid the difference between accumulated sick leave entitlement and ninety (90) calendar days of sick leave.
- 19.9 When the Board requires a medical certificate of an employee, the Board will reimburse the cost of the medical certificate.

#### **ARTICLE XX – LEAVE OF ABSENCE WITHOUT PAY**

- 20.1 Leave of absence without pay will be granted only at the Superintendent's discretion. Request for leave of absence for any period of time shall be made in writing and

presented to the Superintendent at least thirty (30) days prior to the requested date of absence. All requests for leave shall be directed to the Superintendent through the employee's immediate supervisor.

- 20.2 Leave of absence without pay for a period exceeding thirty (30) days shall require the employee to pay 100% of all benefit premiums after the first thirty (30) day period. The employee may elect to cancel benefits subject to ASEBP requirements.

#### **ARTICLE XXI – LEAVE OF ABSENCE FOR LOCAL BUSINESS**

- 21.1 Operational requirements permitting, a leave of absence with pay shall be granted to a maximum of five Local representatives, to meet with the Board or its' designate in connection with matters of negotiations, liaison meetings and grievance processing.
- 21.2 The Board shall bill the Local the cost of a substitute, if one is utilized, at step 0 on the salary grid for the category applicable.
- 21.3 Operational requirements permitting, leave of absence shall be granted to Local Union Representatives for the purpose of attending to Local Union Business. Employees shall receive full salary and benefits, with the Local repaying the salary to the Board. The Board is responsible to secure and pay for a substitute if needed.

#### **ARTICLE XXII – BENEFITS**

- 22.1 New employee benefits will be pro-rated for articles 22.2 and 22.7 at or below 0.25 F.T.E. as such: employer contribution 80%, employee contribution 20%. Employee contribution shall reduce from 20% to 0% on a sliding scale based on the employee's assigned F.T.E. between 0.25 and 0.5 F.T.E. inclusive, at or above 0.5 F.T.E. employer contributes 100%. All existing employees as of August 31, 2012 will be held harmless.
- 22.2 Effective the month following ratification of this memorandum, the Board will pay 100% of the cost of Alberta Health Care on behalf of those employees registered in the plan.
- 22.3 The Board will contribute to the A.S.E.B.P. Extended Health Care, Plan 2, 100% of the monthly premium, on behalf of those employees who participate in the Plan. An employee may be exempt should he/she sign a waiver.
- 22.4 The Board will contribute to A.S.E.B.P. Life Insurance, Plan 2, and Extended Disability Benefits, Plan D, 100% of the monthly premium.
- 22.5 The Board will contribute to A.S.E.B.P. Vision and Hearing Aid Care, Plan 3, 100 % of the monthly premium, on behalf of those employees who participate in the plan. An employee may be exempt should he/she sign a waiver.
- 22.6 The Board will contribute to the A.S.E.B.P. Dental, Plan 3, 100% of the monthly premium, on behalf of those employees who participate in the plan, effective February 1, 2005. An employee may be exempt should he/she sign a waiver.
- 22.7 Health Care Spending Account (HCSA)

Effective September 1, 2010, the Board will establish for each eligible employee a Health Care Spending Account for the use of the eligible employee, his/her spouse and dependents, and administered by the Alberta School Employee Benefit Plan (ASEBP), which adheres to Canada Revenue Agency (CRA) and Income Tax Act requirements. The unused balance will be carried forward to the extent permitted by Canada Revenue Agency (CRA) and Income Tax requirements. The unused balance will be carried forward for a two year period provided the employee is still employed by the Board. Employees leaving the employ of the Board for any reason will forfeit any remaining balance. "Eligible employee" means an employee who is continuous and who has worked for the board for at least five (5) consecutive months. The Board will contribute to the account for each eligible employee as follows:

Effective September 1, 2010 - \$300 for each school year

Effective September 1, 2012 - \$325 for each school year

- 22.8 Provided that requirements of the Canada Revenue Agency (CRA) have been met, for the purpose of this agreement, \$4000.00 (or such a maximum allowed by Canada Revenue) of the annual salary shall be set out as travel assistance benefit paid in a designated area as defined by the CRA and shall be indicated as such in the appropriate box on the annual T-4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the employer.
- 22.9 In the event that the Board is convinced that benefit coverage through an alternative carrier can be attained for significant savings and provided that the coverage is identical to, or better than, those provided by the current carrier, the Board may change benefit carriers.

#### **ARTICLE XXIII – PART-TIME EMPLOYEES**

- 23.1 For the purpose of this Agreement, all vacation and sick leave benefits to which Part-time employees are entitled will be pro-rated, according to the number of hours employed relative to full-time employment as set out in Article XIII, Hours of Work, Clause 13.3, 13.4 and 13.5.

#### **ARTICLE XXIV – ACCRUED BENEFITS**

- 24.1 Accumulated benefits accorded members of the Local on their original employment by the Board or accrued to the date of this Agreement, shall not be jeopardized by any clause or sub-clause of this Agreement.

#### **ARTICLE XXV – GRIEVANCE PROCEDURE**

- 25.1 A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of this Collective Agreement.
- 25.2 For grievance matters, an employee shall have the right at any time to have the assistance of a Local member. Within twenty-four (24) hours of a suspension without pay or a discharge from employment, a meeting shall be held. The Local shall provide employee representation at such meeting, however, failing attendance of the Local the meeting shall proceed. An employee may waive in writing the right to representation. In

the event that disciplinary documentation is placed in the employee's personnel file, the Local shall be informed.

- 25.3 A group grievance, which is any grievance in which more than one employee has been affected, may be filed in writing by the Local and presented by the Local.
- 25.4 A policy grievance may be filed in writing within ten (10) working days of the occurrence giving rise to the grievance or on the date on which the Local ought to reasonably have become aware of that occurrence or alleged violation. A policy grievance will be moved automatically to step 2 of the procedure as herein provided.
- 25.5 The parties to this Agreement agree that it is of the utmost importance to resolve grievances as quickly as possible as following the steps outlined herein.
- 25.6 There shall be a Grievance Committee established, composed of one Trustee and the Superintendent and an administrator appointed by the Superintendent. The Union shall be notified of the members that have been appointed to the Committee.
- 25.7 **Step 1**  
The grievor, accompanied by a representative, if the grievor wishes, will first seek to settle the dispute with the employee's immediate supervisor on an informal basis within ten (10) working days of the occurrence giving rise to the grievance or of the date on which the employee ought to reasonably have become aware of the occurrence. The supervisor shall have ten (10) working days to respond to the grievance.

**Step 2**

Failing satisfactory settlement, the grievance may be submitted to the Superintendent's designate within ten (10) working days after the response in Step 1 from the supervisor.

The grievance shall be in writing and must include a statement of the following:

- (a) the name of the aggrieved;
- (b) the nature of the grievance and the circumstances out of which it arose;
- (c) the remedy or correction the Board is requested to make; and
- (d) the article(s) where the agreement is claimed to be violated.

Within ten (10) working days of the submission, a meeting between the parties shall take place and the decision of the Superintendent's designate shall be rendered in writing within ten (10) working days of this meeting.

**Step 3**

Failing settlement at Step 2 and within ten (10) working days after receipt of the written response from the Superintendent's designate in Step 2, the grievance may be submitted to the Grievance Committee in writing.

The Superintendent shall convene a meeting of the Grievance Committee within ten (10) working days after a decision in Step 2. The decision of the Grievance Committee shall be rendered in writing within ten (10) working days of the meeting.

**Step 4**

Failing settlement at Step 3, the grievance may be processed by either of the parties to Arbitration as hereinafter provided.

### **Arbitration**

If the grievance is not settled at Step 3, the Board, or the Local may, within ten (10) working days following conclusion of Step 3, refer the grievance to Arbitration and in such case notify the other party of its intent to arbitrate. The Arbitrator shall be appointed and the proceedings carried on as described in the Labour Relations Code. If the grievance is not taken to arbitration as herein provided within ten (10) working days, the grievance will be deemed to have been settled at the conclusion of Step 3.

The time limits are mandatory, failure to meet any of the time limits shall mean the grievance has been resolved or abandoned. The parties may mutually agree in writing to extend any time limits at any step of the procedure.

25.8 Discipline entered into an employee's file shall be provided to the Union within (twenty-four) 24 hours.

### **ARTICLE XXVI – CLASSIFICATION DEFINITION**

26.1 Each classification will apply to persons designated by the Board as follows:

- Educational Assistant
- Assistant Library Clerk
- School Secretary
- Library Clerk
- Personal Care Educational Assistant [PCEA]
- Journeyman Cosmetologist
- School Secretary 1
- CEC Secretary
- CEC Secretary 1
- IT Technician
- IT Technician 1
- IT Technician 2
- Accounting Clerk
- Payroll Clerk
- Head Custodian
- Custodian
- Maintenance
- Maintenance 1
- Maintenance 2
- Aboriginal Liaison Worker
- Mechanic Instructor
- Early Learning Instructor
- Early Learning Instructor 1
- Early Learning Instructor 2

### **ARTICLE XXVII – CALCULATION FOR HOURLY RATE BASE**

*Twenty-seven (27) Hour Week:*

Annual Rate (Monthly Salary X 12)

1,404 Paid Hours (5.4 hours X 5 days X 52 weeks) = Hourly Rate

Thirty (30) Hour Week:  $\frac{\text{Annual Rate (Monthly Salary x 12)}}{1,560 \text{ Paid Hours (6 hours X 5 days X 52 weeks)}} = \text{Hourly Rate}$

Thirty – Five (35) Hour Week:  $\frac{\text{Annual Rate (Monthly Salary x 12)}}{1,820 \text{ Paid Hours (7 Hours x 5 Days x 52 Weeks)}} = \text{Hourly Rate}$

Forty (40) Hour Week:  $\frac{\text{Annual Rate (Monthly Salary x 12)}}{2,080 \text{ Paid Hours (8 Hours x 5 days x 52 Weeks)}} = \text{Hourly Rate}$

**Professional Development:** The Board recognizes that support staff roles can change and understands that access to quality professional development is beneficial to employees.

**Joint Committee to Review Classifications:** The parties agree to meet to discuss classification changes within six months of ratification.

#### APPENDIX A – WAGES

Wage Adjustments:

Year 1 - 0%

Year 2 - 2.5% lump sum December 15, 2018

Year 3 - 3.0% September 1, 2019

---

IN WITNESS WHEREOF the parties have executed this agreement this 3 day of October, A.D. 2017.

GRANDE PRAIRIE R.C.S.D. #28

Per:   
Chair, Board Negotiating Committee

Per:   
Representative, Board Negotiating Committee

Per:   
Representative, Board Negotiating Committee

UNIFOR LOCAL 328

Per:   
UNIFOR National Representative – Chair Negotiating Committee

Per:   
Representative, UNIFOR Negotiating Committee

Per:   
Representative, UNIFOR Negotiating Committee

**LETTER OF UNDERSTANDING**  
*Between*  
**GRANDE PRAIRIE ROMAN CATHOLIC SEPARATE SCHOOL DISTRICT NO. 28**  
*And*  
**UNIFOR LOCAL 328**

**Contracting Out**

The Board will not cause an employee to be laid off, demoted, terminated or transferred by bringing in outside contractors to perform work done by employees covered by this Agreement. This letter of understanding will terminate on August 31, 2020.

**DATED** at Grande Prairie, Alberta, this 3 day of October, 2017.

**ON BEHALF OF UNIFOR LOCAL 328:**

**ON BEHALF OF THE BOARD:**

[Redacted signature line]

[Redacted signature line]

**UNIFOR COLLECTIVE AGREEMENT**  
**BASE SALARY GRID**  
**SEPTEMBER 1, 2017 TO AUGUST 31, 2019**

POSITION	STEP	0	1	2	3	4	5	6	7	8	
								6 yrs.+	11yrs.+	16yrs.+	
	CAT.										
ABORIGINAL LIAISON WORKER	18	19.02	19.82	20.64	21.43	22.24	23.02	23.71	24.20	24.68	
ACCOUNTING CLERK	6	22.47	23.49	24.50	25.52	26.52	27.54	28.37	28.93	29.52	
ASSISTANT LIBRARY CLERK	2	19.31	20.12	20.92	21.72	22.53	23.31	24.02	24.50	24.98	
CEC SECRETARY	4	20.54	21.60	22.67	23.73	24.79	25.85	26.62	27.16	27.71	
CEC SECRETARY 1	12	22.47	23.49	24.50	25.52	26.52	27.54	28.37	28.93	29.52	
CUSTODIAN	8	20.42	21.25	22.07	22.90	23.72	24.55	25.29	25.78	26.31	
EARLY LEARNING INSTRUCTOR	25	20.64	21.35	22.07	22.78	23.50	24.21	24.94	25.43	25.94	
EARLY LEARNING INSTRUCTOR 1	26	22.70	23.49	24.28	25.06	25.85	26.63	27.43	27.97	28.53	
EARLY LEARNING INSTRUCTOR 2	27	24.97	25.84	26.71	27.57	28.44	29.29	30.17	30.77	31.38	
EDUCATIONAL ASSISTANT	1	19.02	19.82	20.64	21.43	22.24	23.02	23.71	24.20	24.68	
HEAD CUSTODIAN	7	23.35	24.24	25.15	25.90	26.40	26.95	27.75	28.31	28.88	
IT TECHNICIAN	16	26.46	27.81	29.15	30.51	31.85	33.20	34.20	34.88	35.58	
IT TECHNICIAN 1	21	27.52	28.91	30.31	31.73	33.14	34.52	35.56	36.27	37.00	
IT TECHNICIAN 2	22	28.34	29.80	31.22	32.67	34.12	35.57	36.63	37.36	38.11	
JOURNEYMAN COSMETOLOGIST	20	20.71	21.42	22.14	22.85	23.58	24.29	25.02	25.51	26.03	
LIBRARY CLERK	24	19.60	20.48	21.36	22.25	23.13	24.02	24.74	25.23	26.22	
MAINTENANCE	9	23.69	24.38	25.07	25.75	26.44	27.14	27.95	28.51	29.09	
MAINTENANCE 1	10	26.06	26.82	27.58	28.44	29.10	29.85	30.75	31.36		
MAINTENANCE 2	11	30.80	31.69	32.59	33.48	34.34	35.28	36.34	37.06		
MECHANIC INSTRUCTOR	19	38.76	39.48	40.19	40.91	42.10	42.85	44.06	45.26	46.18	
PAYROLL CLERK	17	24.69	25.86	27.03	28.21	29.38	30.56	31.47	32.10	32.75	
PERSONAL CARE EA	15	20.64	21.35	22.07	22.78	23.50	24.21	24.94	25.43	25.94	
SCHOOL SECRETARY	3	19.58	20.47	21.34	22.23	23.11	24.00	24.72	25.21	26.20	
SCHOOL SECRETARY 1	5	21.09	22.14	23.20	24.24	25.29	26.35	27.14	27.68	28.24	
Head Custodian Allowance											
First person supervised	5,259	per annum	Fourth person supervised					1,805	per annum		
Second person supervised	3,680	per annum	Over 4 F.T.E. persons supervised					1,262	per annum		
Third person supervised	2,576	per annum									

**UNIFOR COLLECTIVE AGREEMENT**  
**BASE SALARY GRID**  
**SEPTEMBER 1, 2019 TO AUGUST 31, 2020**

POSITION	STEP	0	1	2	3	4	5	6	7	8
								6 yrs.+	11yrs.+	16yrs.+
	CAT.									
ABORIGINAL LIAISON WORKER	18	19.59	20.42	21.26	22.07	22.91	23.71	24.42	24.93	25.42
ACCOUNTING CLERK	6	23.14	24.19	25.23	26.28	27.32	28.37	29.22	29.80	30.41
ASSISTANT LIBRARY CLERK	2	19.88	20.73	21.55	22.37	23.21	24.01	24.74	25.23	25.73
CEC SECRETARY	4	21.16	22.25	23.35	24.44	25.53	26.63	27.42	27.98	28.54
CEC SECRETARY 1	12	23.14	24.19	25.23	26.28	27.32	28.37	29.22	29.80	30.41
CUSTODIAN	8	21.04	21.88	22.73	23.59	24.43	25.28	26.04	26.56	27.10
EARLY LEARNING INSTRUCTOR	25	21.26	21.99	22.73	23.46	24.20	24.93	25.69	26.19	26.72
EARLY LEARNING INSTRUCTOR 1	26	23.38	24.19	25.01	25.81	26.63	27.43	28.25	28.81	29.39
EARLY LEARNING INSTRUCTOR 2	27	25.72	26.62	27.51	28.40	29.29	30.17	31.08	31.69	32.32
EDUCATIONAL ASSISTANT	1	19.59	20.42	21.26	22.07	22.91	23.71	24.42	24.93	25.42
HEAD CUSTODIAN	7	24.05	24.97	25.90	26.68	27.20	27.76	28.58	29.16	29.75
IT TECHNICIAN	16	27.25	28.64	30.03	31.42	32.81	34.20	35.22	35.92	36.65
IT TECHNICIAN 1	21	28.34	29.78	31.22	32.68	34.13	35.56	36.63	37.36	38.11
IT TECHNICIAN 2	22	29.19	30.69	32.15	33.65	35.14	36.64	37.72	38.48	39.25
JOURNEYMAN COSMETOLOGIST	20	21.33	22.06	22.81	23.54	24.28	25.01	25.77	26.28	26.81
LIBRARY CLERK	24	20.18	21.10	22.00	22.92	23.82	24.74	25.48	25.98	27.01
MAINTENANCE	9	24.40	25.11	25.82	26.52	27.23	27.95	28.79	29.37	29.96
MAINTENANCE 1	10	26.84	27.62	28.41	29.29	29.97	30.75	31.67	32.30	0.00
MAINTENANCE 2	11	31.72	32.64	33.57	34.48	35.37	36.34	37.43	38.17	0.00
MECHANIC INSTRUCTOR	19	39.93	40.67	41.39	42.14	43.36	44.14	45.39	46.62	47.56
PAYROLL CLERK	17	25.43	26.64	27.85	29.05	30.26	31.47	32.42	33.06	33.73
PERSONAL CARE EA	15	21.26	21.99	22.73	23.46	24.20	24.93	25.69	26.19	26.72
SCHOOL SECRETARY	3	20.17	21.08	21.98	22.90	23.80	24.72	25.46	25.96	26.99
SCHOOL SECRETARY 1	5	21.72	22.81	23.89	24.97	26.05	27.14	27.95	28.51	29.08
<b>Head Custodian Allowance</b>										
First person supervised	5,416	per annum		Fourth person supervised				1,859	per annum	
Second person supervised	3,791	per annum		Over 4 F.T.E. persons supervised				1,300	per annum	
Third person supervised	2,653	per annum								