

COLLECTIVE AGREEMENT

Between

**THE GREATER ST. ALBERT ROMAN CATHOLIC
SEPARATE SCHOOL DISTRICT NO. 734**



and

UNIFOR UNION LOCAL 72-A



May 15, 2018 to August 31, 2020

"Faith in Our Students"

THE GREATER ST. ALBERT ROMAN CATHOLIC SEPARATE SCHOOL DISTRICT NO. 734
and
UNIFOR UNION LOCAL 72-A

Collective Agreement

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COLLECTIVE AGREEMENT

BETWEEN:

**THE Greater St. Albert Roman Catholic
Separate School District No. 734
hereinafter called "the Employer"**

of the first part,

AND:

**UNIFOR UNION LOCAL 72-A
hereinafter called "the Union"**

of the second part.

WHEREAS this Agreement sets forth certain terms and working conditions, including, but not limited to, remuneration and hours of work, and provides a means of settling grievances.

AND WHEREAS certain terms and conditions of employment and salaries have been the subject of negotiations between the parties, to govern terms of employment of Support Staff of the Employer, as described by the Alberta Department of Labour and this Agreement.

AND WHEREAS it is recognized that if the terms and conditions hereinafter agreed to, contravene the statutes as set out in the Labour Relations Code, such statutes must take precedence over this Agreement.

WITNESSETH that the parties have agreed as follows:

ARTICLE 1 - DURATION AND TERMINATION OF AGREEMENT

- 1.1 Unless otherwise specifically provided for in this Agreement, this Agreement shall take effect on May 15, 2018 and shall remain in full force and effect through August 31, 2020.
- 1.2 Either party may give the other not less than sixty (60) nor more than one hundred and twenty (120) days prior to the termination of this Agreement, a notice in writing of its intention to commence collective bargaining with a

view to striking a new Agreement. Such notice shall contain particulars of amendments sought. At the first meeting between the parties following such notice, the party receiving the notice shall give particulars of amendments it seeks.

1.2.1 The UNIFOR Local 72-A shall address its notice of intent to the Secretary-Treasurer, Greater St. Albert Roman Catholic Separate School District No. 734, and the Employer shall address its notice of intent to the President, UNIFOR Local 72-A.

1.3 The parties may at any time, by agreement, negotiate revisions to this Agreement and any such revisions shall become effective from such date as may be mutually agreed upon by the parties.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 The Employer retains all rights of management limited only by the expressed terms of this Agreement.

ARTICLE 3 - DEFINITIONS

3.1 A "twelve month position" is a position established by the Employer that requires services on a twelve (12) month continuous basis and is intended to continue year after year.

3.2 A "ten month position" is a position established by the Employer that requires services on a continuous basis that coincides with the operational and instructional days outlined in the District School Year calendar, as established by the Employer and is intended to continue year after year.

3.3 Normally a "temporary position" is a position established by the Employer where the work is of limited or fixed duration and the position will normally be used to replace an employee in a regular position or to work on a project or assignment identified by the Employer.

3.4 A "regular employee" is one who is employed on a ten (10) or a twelve (12) month basis, in a permanent full time or part time position.

3.5 A "full-time employee" is one who is employed for a minimum of 32.5 regularly scheduled hours per week. A "part-time employee" is one who is

employed at less than the regular hours of work for full-time employment. The applicable provisions shall be pro-rated for part-time employees, based on their regular scheduled hours in relation to 32.5 hours per week, where specifically referenced in this Agreement.

- 3.6 A "temporary employee" is one who works either full-time or part-time hours of work and a termination date has been determined.
- 3.7 A "probationary period" is the period established under Article 8.3.
- 3.8 (a) The "probationary period" for 10 month employees, subject to recall, when interrupted by the months of July and August, shall resume the following September.
- (b) When the "probationary period" for 10 or 12 month employees is interrupted by any approved break in service, the "probationary period" will resume upon their return to work, until six months of service is completed.
- 3.9 A "casual employee" is an employee other than a regular or temporary employee. A casual employee shall receive only those benefits required by law and the wages stated herein. A casual employee who works eleven (11) or more consecutive days shall be paid at the regular rate of pay, retroactive to the first day of this assignment.

ARTICLE 4 - RECOGNITION

- 4.1 The Employer recognizes the Union as the sole bargaining agent for those employees whose position of employment are included under the Certificate No. 43-2014 of the Labour Relations Board.
- 4.2 All correspondence between the parties arising out of this Agreement shall pass to and from the secretary-treasurer of the Employer and the president or designate of the Union.

ARTICLE 5 - UNION DUES

- 5.1 All new employees shall be members of the Union.
- 5.2 As a condition of regular employment, the Employer will deduct from each employee regular monthly union dues, initiation fees or assessments levied by the Union. The deduction will be remitted to the Treasurer of the Union on or before the fifteenth (15th) day of the following month. A statement shall accompany these deductions indicating from whom the deductions

were made and the amount of each deduction. The Union shall advise the Employer, in writing, thirty (30) days in advance of a change in structure or the amount to be deducted and the effective date of that change.

- 5.3 New employees will have Union dues deducted commencing with the first full calendar month of employment.
- 5.4 The Employer shall not be held liable with regard to any event which may arise regarding union deductions.

ARTICLE 6 - LIAISON COMMITTEE

- 6.1 The Employer and the Union agree that there shall be a Liaison Committee consisting of six (6) members with equal representation from the Employer and from the local Union. 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 Employer to its employees and to advise or make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations.

ARTICLE 7 - EMPLOYMENT

- 7.1 Notice of vacancy in any existing position or newly created position coming under this Agreement shall be circulated by the Employer to all schools and the President of the Local Union three (3) working days before publicly advertising the position. When a new position or vacancy occurs, that the employer wishes to fill, 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 three (3) 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 Employer may call for applications for new positions or vacancies. When a position is filled, the Human Resources Department shall provide notice of the successful applicant to the President of the Union.

- 7.1.1 For positions of fifteen (15) hours per week or greater, all cumulative increases during the school year of five (5) hours per week or more will be posted.
 - 7.1.2 Each site shall maintain an in-service fund to provide an opportunity for interested regular employees to receive training to qualify for promotions and/or transfers. This training would be limited to employees that require training in a particular area. The employee must have experience in that specific field he/she is applying for.
 - 7.1.3 During the training period, the employee shall be paid in the position occupied prior to commencement of training.
- 7.2 Appointments shall be made on the basis of an evaluation of all qualifications including skills, training, knowledge, performance evaluations, suitability and efficiency to perform the duties of the position to be filled. Where in the opinion of the Employer or designate the qualifications of applicants are relatively equal, preference shall be given to regular employees based upon length of service.
- 7.3
- a) To encourage mobility among employees, training and development, as well as to provide the District with skilled employees for the selection process, a regular employee may apply for a temporary posting. The regular employee will continue to accrue seniority during the term of the position. Upon completion of the temporary position, the regular employee will return to the previous assignment. An employee filling the regular employee's position will do so on a temporary basis.
 - b) A regular employee selected to fill a temporary position will be evaluated during a three (3) month trial period with a possible extension to the trial period of three (3) additional months.
- 7.4
- a) An employee who moves to another classification shall serve a three (3) month trial period in that position. If during the trial period the employee is deemed to be unsatisfactory in the position, the employee shall be returned to the former position, without loss of seniority. During the trial period, an employee shall have the right to return to the former position without loss of seniority.

b) During the trial period the position vacated by the employee shall be filled on a temporary or casual basis. Upon completion of the trial period the vacated position shall be posted and filled in accordance with the provisions of the collective agreement.

c) The time served in such a temporary assignment may be considered toward probation requirements.

7.5 If an Employee feels they require special clothing to carry out their duties, a discussion should take place with the principal. Where the principal recommends that special clothing such as a smock or other such garment should be provided for the protection of the employee's personal garments, the Employer or designate shall determine whether or not special clothing is warranted. Should the Employer approve special clothing, it shall be provided to the employee. The special clothing remains the property of the Employer and must be returned to the Employer upon termination of employment. It is the responsibility of the employee to provide for normal cleaning of the garment.

7.5.1 When an employee is required to perform certain responsibilities of a position in a swimming pool, the employer shall reimburse the employee, upon submission of a receipt for the purchase of a bathing suit, to a maximum of fifty dollars (\$50) per year or a maximum of one hundred (\$100) dollars every two (2) years.

7.6 The Employer has ensured, via Administrative Procedure 546, that procedures are in place to provide for staff members/employees who are required to use personal vehicles for pre-authorized Employer business in the performance of their duties.

7.7 A resignation by an employee must be submitted in writing at least fifteen (15) working days prior to the effective date of resignation.

7.8 The Employer will inform each employee, in writing, of the date upon which each ten month employee is to commence employment in the following school year. The term "school year" for purposes of this Agreement shall mean the school year as set by the Employer. Every attempt will be made to provide notice to the Employee within two (2) weeks of the completion of the school year, however notice will be no later than the last working day of each school year.

ARTICLE 8 - SALARY ADMINISTRATION

- 8.1 Wages shall be paid in accordance with the wage rates set out in this Agreement. The regular date of payment shall be not later than the last operational Friday of the month.
- 8.2 The Employer shall pay a new employee the minimum rate of pay in the grid established for such position except that the Employer may pay the new employee at a higher rate of pay than the minimum rate of pay in such grid in recognition of qualifications and previous experience. The Employer will notify the Union in writing within ten (10) working days, of the appointee's name and classification and the reasons for the rate of pay on appointment.
- 8.3 a) Employees will serve a probationary period six (6) months, exclusive of any breaks. During the probationary period the supervisor shall provide a written performance evaluation. The probationary period may be extended for up to an additional three (3) months by the employee's supervisor, in consultation with the Union. In the event the probationary period is extended, the supervisor shall provide an additional written performance evaluation.
- b) A probationary employee shall be entitled to all the benefits of the Collective Agreement with the exception of recourse to the grievance and arbitration procedures in the event of termination. An exception is termination without a written performance evaluation during the probationary period; in this case an employee shall have the right to grieve the termination. The employee shall remain at the respective step on the salary grid during the probationary period.
- 8.4 A year of employment experience for both full-time and part-time employees shall be gained upon completion of one (1) calendar year from the date of employment as well as subsequent years, exclusive of leaves of absence in excess of one (1) month.
- 8.5 To be eligible for acting incumbency pay, an employee shall be required to perform the principle duties of the higher level position for a minimum period of five (5) consecutive working days. On completion of the minimum of five (5) days qualifying period, an employee shall be eligible for acting pay for the total period of time so employed. The rate of pay shall be equivalent to that which the employee would be entitled to if promoted to that position but in no case less than his/her salary.
- 8.6 a) Where an employee is transferred or reclassified to a higher classification, the rate of pay of that employee shall be set on the grid for

that higher classification by maintaining the same number of years experience.

b) Where an employee is transferred or reclassified to a lower classification, the current rate of pay of that employee shall be maintained by freezing the current rate of pay until such time as the employee would otherwise be entitled to a greater rate of pay on the grid applicable to that employee.

c) When an employee applies for a lower classification position and is successful in obtaining that position, the employee shall be paid at the respective step and scale of the new classification.

8.7 a) Prior to establishing or amending a classification covered by this Agreement, the Employer shall inform the Union, in writing, regarding the establishment or amendment of the classification. The parties shall meet to discuss the wage set for the classification and in the event that the Union disagrees with the rate set, the Union may submit the dispute to arbitration under the grievance procedure.

b) In the event the Employer is unable to fill a position in an appropriate classification, the parties shall meet to discuss resolution of the situation on a 'without prejudice' basis.

8.8 Employees will be recognized for long service with the Employer in accordance with Administrative Procedure 415.

ARTICLE 9 - SENIORITY, LAYOFF AND RECALL

9.1 Upon completion of probationary period, seniority will be recognized from the employee's initial date of hire without a break in service.

9.2 A temporary employee who is the successful applicant for any regular position will be accredited for seniority for time worked in the temporary position(s) immediately preceding the regular position provided that there are no break(s) in service.

9.3 Seniority, where qualifications, required knowledge, education, skills and ability are relatively equal, shall be used in determining preference or priority for promotion, transfer, permanent reduction of the workforce, lay-off and recall, as set out in other provisions of this Agreement. All regular employees shall be entitled to the seniority provisions under this Collective Agreement.

- 9.4 Lay-off is not a normal occurrence, except for 10-month employees during summer recess, but may be necessary in certain circumstances. The Employer will notify employees and the Union who is to be laid off, fourteen (14) calendar days prior to the lay-off period.
- 9.5 An employee whose position is eliminated or reduced by one hour or more per day may exercise her/his seniority to "bump" the most junior employee in the same classification whose hours are closest in number. The "bumped" employee may claim the position of the employee whose hours are reduced or exercise her/his seniority to "bump" the most junior employee in the same classification.
- 9.6 Employees shall be laid off in reverse order of their seniority.
- 9.7 Regular employees shall be recalled from the established recall list when work becomes available in order of their seniority, provided they have the knowledge, education, skills and ability required for the position.
- 9.8 Employees who refuse an offer of reassignment shall move to the bottom of the recall list, unless there is an absence for a medical reason or a vacation, with prior notice given to the Human Resources Department.
- 9.9 Regular employees that are normally laid off for the summer recess, and for whom there is no work available upon commencement of the new school year, may exercise their bumping rights one week after the return to work date of the new school year.
- 9.10 Laid off employees shall maintain right of recall for a period of twelve months, after which they will be terminated.
- 9.11 It shall be the responsibility of the Employee to keep the Employer informed of their current address and contact information while laid-off. In the event the Employer is unable to contact the employee personally, recall shall be deemed to have been carried out seven (7) working days after receipt of a double registered letter to the last known address of the employee as shown on the Employer's records and if returned to the Employer, recall shall be deemed to have been carried out.
- 9.12 In the event that the Employer is unable to execute recall as defined in Clause 9.9 above, new employment will occur. The Union shall be notified ten (10) working days in advance of the new employee's commencement date.

- 9.13 The Employer will provide the Union with a seniority list of employees covered by this collective agreement no later than October 31. The Union shall be informed of new hires, terminations and changes of status as they occur during the year.
- 9.14 In the event of a dispute arising from Article 9 during the term of this Agreement, prior to initiating a grievance, the dispute shall be referred to the Liaison Committee (Article 6) for possible resolution.

ARTICLE 10 - HOURS OF WORK

- 10.1 The hours of work of full-time twelve-month employees shall normally be seven (7) hours per day, Monday through Friday of each week, with the schedule to be arranged by the Employer or designate.
- 10.2 The hours of work of full-time ten-month employees shall normally be six and one-half (6.5) hours per day, Monday through Friday of each week, with the schedule to be arranged by the Employer or designate. Hours of work may be lengthened if mutually agreed between the employee and the Employer or designate.
- 10.3 When reducing the employee's hours of work, the Employer will notify the employee and the Union in writing. The Employer will provide either fourteen (14) calendar days advance notice in writing or provide payment in lieu of notice.
- 10.4 In consultation with the principal, duties related to cafeteria operation may be performed outside the normal hours of work and shall be compensated at the regular hourly rate.
- 10.5 All employees shall be entitled to one fifteen (15) minute paid rest break in each 3.5 hours worked. Employees working five (5) hours or more shall also be entitled to a minimum of one-half (1/2) hour unpaid lunch break.

ARTICLE 11 - OVERTIME

- 11.1 All overtime must be authorized by the Employer or designate. Overtime shall be defined as:

- (i) hours worked during a normal work week that exceed the weekly hours of the full time employee.
- (ii) hours worked on Saturdays or Sundays unless that employee is normally scheduled to work on these days.
- (iii) all hours worked on named holidays.
- (iv) hours worked in excess of 8 hours per day.

11.2 a) Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's regular 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 equal to one and one-half (1 1/2) times that employee's normal rate of pay for each hour worked on the named holiday and, in recognition of the provisions of Article 12, Named 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) Time off in lieu of overtime hours, may be taken at a time agreed upon by the employee and the Employer or designate. Banked overtime is paid out each June.

ARTICLE 12 - PUBLIC AND STATUTORY HOLIDAYS

12.1 Employees shall be entitled to the following statutory and public holidays:

New Year's Day
Family Day
Good Friday
Easter Monday (to be observed on Easter Monday)
Victoria Day
Canada Day
Heritage Day
Labor Day
Thanksgiving Day
Remembrance Day (to be observed November 11th)
Christmas Day
Boxing Day

- 12.1.1 The foregoing does not apply to ten-month employees during July and August unless the employee works the day prior to and the day following the July and August statutory holidays.
- 12.2 When a named holiday falls on a day during an employee's regularly scheduled vacation period, the employee shall receive an alternate day off with pay on a mutually agreed date.
- 12.3 When a named holiday, with the exception of Remembrance Day, falls on a day that would otherwise be an employee's regularly scheduled day off, the employee shall receive an alternate day off with pay on a mutually agreed date within 30 days after the named holiday.

ARTICLE 13 - VACATION

- 13.0 All employees who begin or terminate employment in mid-year will have their vacation entitlement pro-rated.
- 13.1 For the purpose of this article, "vacation year" means the twelve (12) month period commencing September 1 to August 31 of the following year.
- 13.2 Vacation entitlement is earned during each full month of continuous service and may be taken after it has been earned upon approval by the supervisor, except as outlined in Article 13.10.
- 13.3 An employee who is on sick leave or extended disability leave at the time vacation would otherwise be taken and who has submitted an approved medical certificate shall be eligible to defer use of accumulated vacation credits, as can be mutually agreed;
 - (a) during the two school years following return to work from sick leave, or
 - (b) during the school year following return to work from extended disability leave.
- 13.4 An employee who has been unable to use accumulated vacation credits in accordance with 13.3 (a) or (b) shall have them paid out.

TWELVE-MONTH EMPLOYEES

- 13.5 Vacation entitlement - up to and including the eighth (8th) year of service, vacation shall be earned at the rate of ~~to~~ one and one-quarter (1 1/4) days for every full month worked during the vacation year. Annual vacation entitlement equates to fifteen (15) days.

- 13.6 Vacation entitlement for more than eight (8) years of service shall be earned at the rate of one and two-thirds ($1 \frac{2}{3}$) days for every full month worked during the vacation year. Annual vacation entitlement equates to twenty (20) days.
- 13.7 Vacation entitlement for more than fourteen (14) years shall be earned at the rate of two and one-twelfth ($2 \frac{1}{12}$) days for every full month worked during the vacation year. Annual vacation entitlement equates to twenty five (25) days.
- 13.8 Vacation entitlement for more than nineteen (19) years of service shall be earned at the rate of two and one-half ($2 \frac{1}{2}$) days vacation with pay for every full month worked during the vacation year. Annual vacation entitlement equates to thirty (30) days.
- 13.9 Any carry-over of vacation must be given approval by the Employer.

TEN-MONTH EMPLOYEES

- 13.10 Vacation entitlement up to and including the eighth (8th) year of service shall be fifteen days annually. Vacation days are to be taken during Christmas Break, Spring Break and Annual Teachers' Convention.
- 13.11 Employees employed for more than eight (8) years will be entitled to five (5) extra vacation days. The first fifteen (15) vacation days must be taken in accordance with Article 13.10 and the balance may be taken in accordance with Article 13.2.
- 13.12 Employees employed for more than fourteen (14) years will be entitled to ten (10) extra vacation days. The first fifteen (15) vacation days must be taken in accordance with Article 13.10 and the balance may be taken in accordance with Article 13.2.
- 13.13 Employees employed for more than nineteen (19) years will be entitled to fifteen (15) extra vacation days. The first fifteen (15) vacation days must be taken in accordance with Article 13.10 and the balance may be taken in accordance with Article 13.2.
- 13.14 All unused vacation entitlement will be paid out at the end of May.

ARTICLE 14 - SICK LEAVE

- 14.1 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.
- 14.2 Sick leave shall be earned by an employee at the rate of two (2) working days per month for each full month worked. The unused portion of sick leave in any year shall accumulate from year to year to a maximum of ninety (90) calendar days. Sick days used shall be paid at the employee's regular rate of pay. Part-time employees' sick leave entitlement shall be calculated on a pro-rata basis.
- 14.3 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) consecutive calendar days. This period shall serve as the elimination period for the extended disability benefit plan.

An employee who has completed (four) 4 years of service, who has been absent on sick leave and returns to regular duties, shall have the ninety (90) calendar days of sick leave entitlement reinstated.

- 14.4 Employees reporting off sick shall do so in accordance with established procedures at their worksite as early as possible before the commencement of their duties unless circumstances do not permit.
- 14.5 Medical evidence satisfactory to the Employer may be required for sick leave of three (3) or more consecutive working days.
- 14.5.1 When an employee is required by the Employer to provide satisfactory medical proof, the Employer will reimburse an employee, upon proof of payment, for any reasonable fee charged by a medical professional for providing the medical proof. The receipt must be provided to the Human Resources Department for reimbursement.
- 14.6 Where no one other than the employee can provide for the medical 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.

- 14.7 After 90 consecutive calendar days of disability the employee shall apply for Extended Disability Benefits (if eligible) and no further salary, benefit contributions, or SUB shall be payable.
- 14.8 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 Employer 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. After 90 consecutive calendar days of disability the employee shall apply for Extended Disability Benefits (if eligible) and no further salary, benefit contributions, or SUB shall be payable.
- 14.9 During such time as an employee is in receipt of Worker's Compensation Benefits, pay will be maintained at the rate to which that employee is entitled.
- 14.10 Sick leave entitlement or accumulation of the same shall not be affected while an employee is in receipt of Worker's Compensation Benefits.

ARTICLE 15 - LEAVES OF ABSENCE

- 15.1 The Employer or designate undertakes to grant leaves with full pay to employees who are required to be absent as a result of critical illness or death of a son-in-law, daughter-in-law, brother-in-law, or sister-in-law, spouse, child, grandchild, parent, brother, sister, grandparent, parents of spouse or other relative who is a member of the employee's household. The granting of leaves and number of days allowed shall be at the discretion of the Employer based on the specific circumstances of each request.
- 15.1.1 For anyone not mentioned in 15.1, not more than two (2) days may be granted.
- 15.2 Upon application to and at the discretion of the Employer or designate, leaves with full pay and benefits may be granted for the following purposes:
- (a) for a period of up to one day to attend the employee's graduation or to attend the convocation of the employee or the employee's son, daughter or spouse who is graduating from high school or receiving a degree or diploma from a post secondary institution.

- (b) for not more than one day in order to write an examination in an academic or professional course approved by the Employer.
- (c) to attend an approved conference, convention or other meeting.
- (d) because of impassable roads or suspension of public transportation facilities.

15.3 The Employer shall grant a leave of absence with pay and benefits:

- (a) for jury duty 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 Employer any witness fee or jury stipend (excluding allowances and/or expenses) set by the court or other body.

15.4 In addition to the foregoing, an employee may apply for leave of absence for other personal reasons. The Employer or designate may grant such leave with pay and benefits providing the leave does not exceed five (5) days in any school year. For the first occasion when leave is taken, and a casual employee is retained, the Employer shall pay the cost of the casual employee, if required, up to one (1) full day. For all other occasions of this leave, the employee is responsible for covering the cost of a casual employee at the casual rate of pay under Schedule A, and deductions will be taken from the employee's earnings. If a casual employee is not required there is no other deduction.

15.5 All personal leaves (with or without pay) are not meant to extend vacations but in certain circumstances will be considered.

ARTICLE 16 - MATERNITY AND PARENTAL LEAVE

16.1 Employees shall be granted maternity and parental leave in accordance with the Employment Standards Code.

16.2 The health-related portion of each employee's maternity leave shall be as determined by medical documentation.

- 16.3 The Employer will register and implement a 100% Supplementary Unemployment Benefits Plan which each employee shall access for pay during the health related portion of her maternity leave. The SUB benefit shall replace sick leave and the employee shall have no access to sick leave benefits while on maternity leave. The Employer shall pay its portion of each employee's benefit plan premiums during the health-related portion of her maternity leave. The remainder of the maternity leave not covered by the health-related portion shall be without pay and benefits. SUB shall be payable for a maximum of 17 weeks or for the period covered by accumulated sick leave, whichever is less. SUB shall not be payable with respect to any period during which the employee would not have worked but for being on maternity leave. The Employer shall advise each employee to apply for Extended Disability Benefits at least 30 days in advance of her expected eligibility for such benefit. After 90 consecutive calendar days of disability the employee shall apply for Extended Disability Benefits (if eligible) and no further salary, benefit contributions, or SUB shall be payable.
- 16.4 During the parental leave, each employee shall be eligible, to the extent allowed by the insurance carriers, to maintain benefit insurance coverage, provided the Employee pays 100% of the premium.
- 16.5 An employee returning from maternity or parental leave, unless mutually agreed otherwise, will be reassigned to the same position from which she left.
- 16.6 An employee may be required to submit medical certificates, satisfactory to the Employer, in order to receive the SUB.
- 16.7 An employee who has been granted a maternity or parental leave shall not be entitled to count the period of absence for salary increment purposes for the unpaid portion of the leave.

ARTICLE 17 - LEAVES OF ABSENCE FOR UNION BUSINESS

- 17.1 Leaves of absence shall be granted to Union representatives, upon reasonable request, to conduct business on behalf of the Union.

During a leave of absence granted pursuant to this clause, the employee shall claim wages and benefits applicable to the period of leave and the Union shall reimburse the Employer for the cost of the substitute whether or not one is required.

ARTICLE 18 - OTHER LEAVES OF ABSENCE

18.1 Short Leave of Absence

18.1.1 Short leaves of absence with pay and with benefits or without pay and without benefits for personal reasons may be granted by the Employer or designate, for a period not exceeding one (1) month.

18.2 Extended Leaves of Absence

18.2.1 Extended leaves of absence without pay and without benefits may be granted by the Employer, or designate, for a period not to exceed one (1) year to employees who have completed a minimum of three (3) years continuous service with the Employer having regard to all the circumstances and the interests of the school system. To the extent allowed by the insurance carriers, an employee may opt to maintain benefits by paying 100% of the premiums for those benefits.

18.2.2 Application for an extended leave of absence shall be made in writing to the Employer or designate at least one month prior to the commencement of the proposed leave.

18.2.3 The Employer or designate will be under no obligation to reassign an employee to the employee's prior placement but will endeavour to place the employee in a mutually agreeable position according to the present needs of the school system.

18.2.4 An employee who has been granted an extended leave of absence for personal reasons shall not be entitled to count the period of unpaid absence for the purpose of earned entitlements including salary increments, vacation and sick leave.

18.3 Seniority shall not be earned and accrued, however, seniority shall not be affected by the granting of an approved leave of absence under clause 18.2.

18.4 An employee who has been granted a leave of absence and fails to return on the date granted by the Employer or designate shall be deemed to have abandoned the employee's position unless a satisfactory explanation is given.

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.1 Any alleged grievance arising from the contravention, interpretation, meaning, operation or application of this Agreement shall be subject to grievance procedure and an earnest effort shall be made to settle the difference. At any time during this process, an Employee may be accompanied by a representative of the Union.
- 19.2 A meeting or step required to take place under the grievance procedures shall be waived where the parties mutually agree in writing.
- 19.3 Nothing in the grievance procedure precludes the parties from agreeing to informally resolve the matter.
- 19.4 The Employee and/or Group of Employees, Union, or Employer may institute a grievance. Within ten (10) days of the aggrieved party having reasonable knowledge of an act which may give rise to a grievance, one of the following processes may occur:

19.4.1 Employer Initiated Grievance

The Employer may institute a grievance commencing at STEP 2 within ten (10) days of the act giving rise to the grievance and shall forward particulars in writing to the Union. The Union shall render a decision in writing within ten (10) days of such notice.

19.4.2 Policy Grievance

The Union may institute a policy grievance commencing at STEP 2 within ten (10) days of the act giving rise to the grievance coming to the attention of the Union.

19.4.3 Employee(s) Grievance

(a) Informal Discussion

Prior to the initiation of a formal grievance the alleged incident must be discussed with the employee(s) immediate supervisor or designate in an attempt to resolve the matter.

(b) Formal Process

STEP 1: Failing satisfactory resolution under Informal Discussion, the grievor shall submit within ten (10) days, a written statement of the particulars of the grievance, the clause or clauses contravened and the redress sought to the Assistant Superintendent of Human

Resources, who shall render a decision in writing within ten (10) days of receipt of such notice.

STEP 2: If the grievance is unresolved after STEP 1 either of the parties may notify the other in writing within ten (10) days of the decision of its desire to submit the difference to mediation or arbitration, and the notification will contain a statement indicating the difference.

19.5 Mediation

19.5.1 If the parties agree to Mediation, a Mediator shall meet with the parties to assist the parties in reaching a resolution of the dispute.

19.5.2 The grievance may be resolved by mutual agreement between the parties. The parties may request that the Mediator issue a report including non-binding recommendations.

19.5.3 The expenses of the Mediator shall be borne equally by both parties.

19.6 Within ten (10) days after a receipt of notification provided for in STEP 2 or Mediation the party receiving such notice shall inform the other party of the name of its appointee to an Arbitration Board.

19.7 Where appointees to an Arbitration Board have been named by the parties or nominees, the parties shall endeavour to select a mutually acceptable Chairperson for the Arbitration Board. If the parties' nominees are unable to agree upon the choice of a Chairperson they shall immediately request the Director of Mediation Services to appoint a Chairperson.

19.8 After a Chairperson has been selected or appointed, the Arbitration Board shall meet with the parties and shall render its decision in writing to the parties as soon as possible after the completion of the hearing.

19.9 A decision of a majority of the Arbitration Board or if there is no majority, the decision of the Chairperson shall be the decision of the Arbitration Board.

19.10 Any Arbitration Board decision shall be governed by the terms of this Agreement and shall not alter, amend or change any terms of this Agreement.

19.11 Each party to a grievance shall bear the expenses of its respective nominee and the two parties shall bear equally the expenses of the chairperson.

- 19.12 Notwithstanding STEP 2 or Mediation above, the parties may agree to the appointment of a single arbitrator to resolve a grievance.
- 19.13 In the event that the hearing of a grievance occurs during the normal working day of any employee, a leave of absence with pay will be granted. The paid leave of absences under this clause shall not exceed an aggregate of eighty (80) hours per annum. Should a grievance be advanced to arbitration, the Employer shall not bear any costs for the attendance of the grievor or any representatives or witnesses for the grievor at any arbitration hearing.
- 19.14 Time limits referred to in this Article are exclusive of Saturdays, Sundays and statutory holidays and may be extended by mutual agreement in writing between the parties. Should the grievor or the party filing the grievance fail to meet any of the time limits outlined in this Article, the grievance will be deemed to be concluded.

ARTICLE 20 - GROUP INSURANCE AND PENSION PLANS

- 20.0 When enrollment and other requirements for group participation in various plans have been met, the Employer 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.
- 20.1 Part-time employees shall have benefit premiums prorated to the portion of full-time equivalent worked.
- 20.2 The Employer shall provide benefit premium protection to full time employees whose hours are reduced during the school year to eligible part time status. This protection shall be provided for the remainder of that school year only. Benefit premium entitlements for each school year are set as of September 30 of the given school year.
- 20.3 Life Insurance and Accidental Death and Dismemberment (mandatory)**
The Employer shall pay one hundred percent (100%) of the applicable premiums of the Alberta School Employee Benefit Plan Life Insurance and Accidental Death and Dismemberment Plan 2.

20.4 Long-Term Disability (mandatory)

The Employer shall contribute one hundred percent (100%) of the group premium rate and any increase in premium towards the cost of each employee's premium for group long-term disability salary continuance coverage applicable to and for the benefit of the eligible employees. This Plan is designated as Plan D of the Alberta School Employees' Benefit Plan.

The Unemployment Insurance Commission rebate shall be retained by the Employer to be applied towards the premium costs of Plan D - Long Term Disability of the Alberta School Employees' Benefit Plan.

20.5 Alberta Health Care Insurance

The Employer shall contribute one hundred percent (100%) of the group premium rate and any increase in premium towards the cost of each employee's premium for coverage under the Alberta Health Care Insurance Plan.

20.6 Extended Health Care (optional)

The Employer shall contribute one hundred percent (100%) of the group premium rate towards the cost of each eligible employee's premium for coverage under the Alberta School Employees' Benefit Plan – Supplementary Extended Health Care Benefits Plan I.

20.7 Dental Insurance (optional)

The Employer shall effect and maintain ASEBP Dental Plan 3 applicable to and for the benefit of eligible employees and shall contribute an amount equal to one hundred percent (100%) of the cost of such insurance.

20.8 Local Authorities Pension Plan (LAPP)

The Employer will provide for participation in the Local Authorities Pension Plan (LAPP).

20.8.1 Eligibility

Full Time

Twelve (12) month and ten (10) month employees, working a minimum of thirty (30) hours a week, shall contribute to the Local Authorities Pension Plan, as a condition of employment, upon completion of the LAPP Probationary Period, as outlined in the terms and conditions of the Local Authorities Pension Plan.

The Employer shall contribute the employer's required contributions in accordance with the LAPP.

Part Time

Twelve (12) month and ten (10) month employees, working a minimum of twenty (20) hours up to thirty (30) hours have the option to contribute to the Local Authorities Pension Plan, upon completion of the LAPP Probationary Period as outlined in the terms and conditions of the Local Authorities Pension Plan.

The Employer will provide the Employer's contribution, in accordance with Local Authorities Pension Plan for any part time employee who chooses to participate.

20.8.2 Buying Back Pensionable Service

(a) A temporary employee who obtains a permanent position without a break in service may opt to buy back the employee share of the Local Authorities Pension Plan contributions for the period of that temporary assignment. Should the employee make this commitment the Employer shall provide the corresponding employer share of required contributions.

(b) Where the Employee requests within five years of the Employee's date of hire to have the Employee's probationary period recognized as pensionable service, the Employer shall facilitate such arrangements as may be necessary and shall pay the Employer's portion of the contributions for the probationary period.

20.8.3 Documentation

(a) Where an eligible Part-time Employee requests enrollment in the pension plan, the Employer shall facilitate such enrollment by providing the Employee with the necessary forms and submitting such forms.

(b) The Employer shall provide access to relevant material outlining the above plan upon hire and when there are changes to the Plan.

20.9 Health Spending Account

The Employer agrees to contribute an amount equal to one percent (1%) of each eligible employee's annual regular employment earnings or a minimum of fifty dollars per month (\$50.00) during each fiscal year to a health care spending account for the benefit of that employee and his/her dependent(s). There shall be a maximum contribution to the health care spending account of six hundred dollars (\$600.00) annually, effective September 1, 2018. This program will be administered under the Alberta School Employee Benefit Plan and is subject to CRA guidelines.

- (a) Employees who work 600 or more regular hours per year are eligible to participate in the Health Spending Account.
- (b) There shall be no minimum contribution in the months of July and August.
- (c) Monthly contributions will cease during unpaid leaves of absence in excess of thirty (30) calendar days and the unpaid portion of maternity leave.

20.10 Vision Care

Effective September 1, 2019, the Employer shall contribute one hundred percent (100%) of the group premium rate toward the cost of each eligible employee's premium for coverage under the Alberta School Employees' Benefit Plan – Vision Care Plan 3.

ARTICLE 21 - TRAINING

21.1 Employees may be reimbursed for one hundred percent (100%) of the cost of training courses, with approved receipts, where such courses are related to work and approved in advance by the Employer or designate and upon successful completion of the course work.

21.2 The Employer may provide for educational leave for improving the academic or professional education of the employee. This leave shall be without pay and without benefits.

21.3 Sabbatical Leave

Sabbatical leave shall mean leave of absence granted at the discretion of the Employer on application by an employee for the following reasons.

21.3.1 Study approved by the Employer for improving the employee's academic or professional education.

21.3.2 Travel or experience which is approved by the Employer as being useful in improving the employee's service.

21.3.3 For other personal reasons.

21.4 To be eligible for sabbatical leave under clause 21.3.1 the employee shall have completed five (5) consecutive years of service with the Employer.

- 21.5 To be eligible for sabbatical leave under clause 21.3.2 and 21.3.3 the employee shall have completed ten (10) consecutive years of service with the Employer.
- 21.6 An employee who is granted sabbatical leave, under 21.3.1, shall give an undertaking, in writing, to return to their duties following expiration of the leave and shall not resign or retire from employment other than by mutual agreement between the Employer and the employee, for a period of at least two (2) years after resuming duties with the Employer. In the event the employee leaves the Employer prior to the two (2) years, they shall be responsible to reimburse the Employer for all training and salary costs on a pro-rata basis for each month less than the two (2) years.
- 21.7 All applications for sabbatical leave shall be submitted to the Employer by March 1st preceding the school year in which the sabbatical leave is to commence.
- 21.8 The Employer shall, after reviewing the applications for sabbatical leave, determine both the number and the people to be granted sabbatical leave after considering the seniority of each applicant and the interests of the school system.
- 21.9 An employee who is granted sabbatical leave, under 21.3.1, for a full year shall receive as salary thirty percent (30%) of the annual salary of the maximum rate for the employee's classification to be paid in equal monthly installments.
- 21.10 An employee who is granted sabbatical leave shall not be entitled to count the period of absence for the purpose of earned entitlements including salary increments, vacation and sick leave.
- 21.11 Upon resumption of duties, the employee shall be returned to an equivalent position with the Employer. This applies only to sabbatical leave granted under clause 21.3.1.

ARTICLE 22.0 - EMPLOYEE GROWTH AND SUPERVISION PROPOSAL

Employee Growth and Supervision is the process by which the Principal or Manager oversees the activities and responsibilities of employees, which may involve coaching, training, development, or corrective feedback and action as outlined in District Administrative Procedure 442. Supervision is not disciplinary in nature.

ARTICLE 23.0 – DISCIPLINE PROPOSAL

The Employer shall have the right to discipline, suspend or discharge an employee for just or reasonable cause.

Where the Employer intends to meet with an Employee for disciplinary purposes, the Employer shall notify the Employee in advance of the purpose of the meeting.

ARTICLE 24.0 – RIGHT TO UNION REPRESENTATION

The Employee shall have the right to have a Union Representative present at a meeting, which involves disciplinary action or an investigation which is likely to result in a reprimand, suspension or dismissal. If the employee waives their right to Union representation, the Employer will immediately notify the union with a written, electronic notice of waiver one (1) working day prior to proceeding with the disciplinary meeting. Such notice shall be emailed to both the Union President and Vice-President. If no Union representative is available, this shall not prevent the Employer from proceeding with the disciplinary process.

Should the Employee have Union representation, the Union representative shall not be involved in the discussion except to advise the Employee of their rights or recommend a course of action to them.

The Employer shall set out reasons in writing within seven (7) days of the meeting for any disciplinary action taken on an Employee. The Employer shall provide a copy of the disciplinary document to the Local Union President.

An Employee, who has been subject to disciplinary action, may, after twenty-four (24) months of continuous employment, exclusive of any absences in excess of thirty (30) days from the date of discipline, request in writing, that their personnel file be cleared of any record of the disciplinary action. Such request may be granted if there are no further written reprimands or other disciplinary actions of a similar nature during this period.

In the matter of collective bargaining between
THE GREATER ST. ALBERT ROMAN CATHOLIC SEPARATE SCHOOL DISTRICT NO. 734
and
UNIFOR UNION LOCAL 72-A

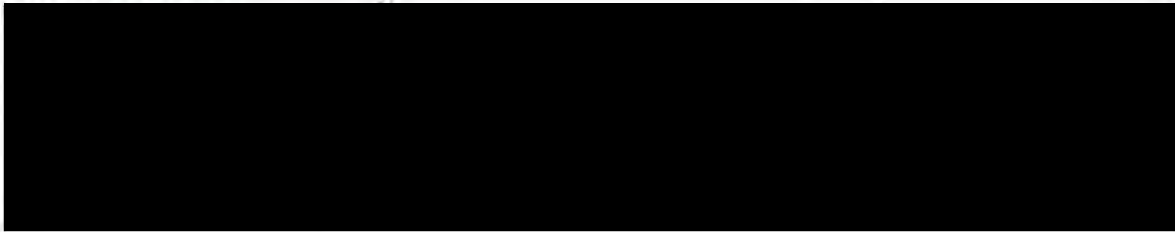
Memorandum of Agreement – April 23, 2018

In witness thereof, the parties hereto execute this agreement by affixing hereto the signature of their proper officers on their behalf.

Signed in St. Albert this 5th day of October, 2018.

**On behalf of The Greater St. Albert
Roman Catholic Separate School
District No. 734**

**On behalf of the UNIFOR Union Local
72-A**



The Memorandum of Agreement between the parties, signed April 13, 2018, was ratified by the union members on April 23, 2018 and adopted by resolution for the Employer, at a duly constituted special meeting of the Board of Trustees, held on May 14, 2018.

CLASSIFICATIONS	
Kitchen Helper	Group A
Cafeteria Assistant	Group B
School Assistant	Group C
Cook	Group C
Administrative Services I	Group D
School Office Support I	Group D
Administrative Services II	Group E
School Office Support II	Group E
Educational Assistant	Group E
Lab Technician	Group E
Library Technician	Group E
Library Technician – Diploma	Group F
Administrative Services Coordinator	Group F
School Office Support Supervisor	Group F
Speech Language Assistant	Group F

HIGHLIGHTS OF NEGOTIATED ITEMS FOR THIS AGREEMENT

School Year 2017-18:

- Lump Sum Payment of \$200 per employee to be paid on the August 2018 payroll.

School Year 2018-19:

- Lump Sum Payment of \$150 per employee to be paid on the November 2018 payroll.
- Effective September 1, 2018, a 1% increase contingent upon an increase to the Student Grant of one percent (1%) or more and no other loss of associated funding to the District, impacting the Instructional Envelope (e.g. Socio-Economic Grant, Inclusive Education Grant, etc.)
- Reinstatement of all operational and instructional days on a go forward basis.
- Differentiation of Classification for Library Technicians (Library Technician (Group E), Library Technician – Diploma (Group F))

- Letter of Agreement – Paid Domestic Violence Leave
- Letter of Agreement – Harassment, Discrimination, Bullying, and Intimidation

School Year 2019-20:

- Effective September 1, 2019, a 2% increase contingent upon an increase to the Student Grant of two percent (2%) or more and no other loss of associated funding to the District, impacting the Instructional Envelope (e.g. Socio-Economic Grant, Inclusive Education Grant, etc.)
- Effective September 1, 2019, ASEBP Vision Care Plan 3 will be added to benefit coverage for eligible employees.

GRID Effective September 1, 2017

	0	6 mth	1 yr	2 yr	3 yr	4 yr
Group A						
Hourly	13.82	14.06	14.58	15.06	15.22	15.84
Monthly (6.5)						
Monthly (7.0)						
Group B						
Hourly	14.23	14.44	14.99	15.42	15.60	16.22
Monthly (6.5)						
Monthly (7.0)						
Group C						
Hourly	19.32	19.62	20.50	21.75	22.92	24.12
Monthly (6.5)						
Monthly (7.0)						
Group D						
Hourly	21.08	21.47	21.82	22.79	24.12	25.43
Monthly (6.5)						
Monthly (7.0)						
Group E						
Hourly	22.79	23.15	24.25	25.68	27.13	28.62
Monthly (6.5)						
Monthly (7.0)						
Group F						
Hourly	24.12	24.51	25.68	27.39	28.95	30.53
Monthly (6.5)						
Monthly (7.0)						

Casual Rate - effective Sept 1, 2017: \$17.82
 (includes 4% vacation pay)

LETTER OF AGREEMENT – Paid Domestic Violence Leave

When there is adequate verification from a recognized professional, an Employee who is in an abusive or violent situation will not be subject to discipline if work performance or absence from the workplace can be linked to the abusive or violent situation. Where an Employee has exhausted all available paid leaves, including sick leave, personal leave, or other short-term leaves, three (3) additional paid days will be granted per year.

This letter is in full force and effect for the term of this Collective agreement, effective the date following ratification.

LETTER OF AGREEMENT – Harassment, Discrimination, Bullying, and Intimidation

The Employer and the Union are committed to a workplace free of Harassment, Discrimination, Bullying, and Intimidation in the workplace.

The Employer will maintain a Policy and Administrative Procedures regarding Harassment, Discrimination, Bullying, and Intimidation in the workplace.

LETTER OF UNDERSTANDING – Classification Review

During the term of the Agreement, the Parties are prepared to create a committee, made up of two (2) members from Management and two (2) Union members, to research and review the classification structure and corresponding salary grids.

Should there be agreement by the Parties, other participants may be invited to provide background information or share expertise in an area being explored, on a meeting-by-meeting basis.

Should the Parties agree on a particular issue(s), a Letter of Agreement will be created.

This letter is in full force and effect for the term of this Collective Agreement, effective the date following ratification.

LETTER OF UNDERSTANDING – Wellness Account Exploration

During the term of the Agreement, the Employer is prepared to explore and consider options available for a Wellness Account. The information will be shared with the Union during the term of this Agreement.

This letter expires on June 30, 2020.