

COLLECTIVE AGREEMENT

Between

**Living Waters Catholic
Regional Division No. 42**

And

Alberta Union of Provincial Employees

On behalf of

Local 071 Chapter 012

Effective September 1, 2001 to August 31, 2002

ARTICLE 1

DEFINITIONS

1.01 Regular Full-time Employee

A Regular Full-Time Employee is an Employee who is employed to fill a Regular Full-time position established by the Employer **and works more than 25 hours per week**. All the provisions of this collective agreement apply to Regular Full-Time Employees.

Regular Part-Time Employee

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

Temporary Employee

A Temporary employee is an Employee employed to fill a temporary position on a full-time or part-time basis for up to **ten (10)** months. Other than those benefits required by law, Schedule A and the grievance procedure no other provisions of this collective agreement shall apply to Temporary Employees. A Temporary Employee who provides service for a period in excess of **10** continuous months shall be deemed to thereafter be a regular full-time or regular part-time as the case may be.

Casual Employee

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

Throughout this collective agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and a word used in the singular applies also in the plural, unless the context otherwise requires.

Days shall not be deemed to include Saturday, Sunday or statutory holidays.

ARTICLE 2

PROBATIONARY PERIOD

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

- 2.02 Prior to the end of the first six months worked the Employer may, at its discretion, extend the probationary period of a probationary Employee to the first nine (9) months worked. The Chairperson of the Chapter shall be informed of any such extension.
- 2.03 If a probationary Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice and without recourse to the grievance arbitration procedure, **however an Employee may appeal their termination to Step I of the Grievance Procedure. The decision by the Step I officer shall be final and binding.**
- 2.04 Upon successful completion of the probationary period, a probationary Employee's initial date of hiring will be established as the date of commencement of employment and seniority shall be credited back to that date.

ARTICLE 3

MANAGEMENT RIGHTS

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

ARTICLE 4

UNION RECOGNITION

- 4.01 The Employer recognizes the Union as the sole bargaining agent for all Employees as described by the Alberta Labour Relations Board certificate number **163-99**.
- 4.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 4.03 The Employer shall provide bulletin board space upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to employees. The Union shall not post anything objectionable to the Employer.
- 4.04 (a) The Employer recognizes Employees who are elected or appointed as Union Stewards. If requested by an Employee, a Union Steward may accompany or represent that Employee in the processing of a grievance with the Employer. The Union shall notify the Employer, in writing, of the names of the Union Stewards and advise the Employer of any changes.

(b) The Chapter or any Employee shall have the right to the assistance of a Union representative in dealing with or negotiating with the Employer. **The Union Representative shall have access to the work site to conduct Union business upon prior approval of school administration.**

4.05 The Parties agree that there shall be no discrimination exercised or practiced with respect to any Employee by reason of membership or non-membership in the Union or lawful activity in the Union.

ARTICLE 5

UNION MEMBERSHIP AND DUES

5.01 Membership in the Union is voluntary.

5.02 For the purpose of this Article, "gross earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.

5.03 The Employer shall, as a condition of employment, deduct from the gross earnings of each Employee covered by this collective agreement an amount equal to the dues as determined by the Union.

5.04 The Union shall advise the Employer, in writing, of any percentage change in the amount of dues to be deducted for the Employees. Such notice shall be communicated to the Employer at least 30 working days prior to the date of the change.

5.05 The Employer agrees to remit to the central office of the Union, the amounts equal to the dues that have been deducted from the pay of Employees by the first working day after the 15th calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment, it shall be effective in the succeeding month. Particulars, identifying the Employee's name and the amounts deducted from the Employee shall be provided on a printed or electronic format.

5.06 The Employer will record the amount of individual dues deducted on T'4's issued for income tax purposes.

ARTICLE 6

TIME OFF FOR UNION BUSINESS

6.01 Subject to operational requirements, the Employer shall grant time off without pay and benefits for Employees for the purpose of conducting collective bargaining with the Employer or to participate in Union business.

6.02 Where time off is without pay and benefits, the Employer will maintain the Employee's regular pay and benefits and invoice the Union for the Employee's regular pay **and benefits**. The Union agrees to reimburse the Employer.

ARTICLE 7

DISCIPLINE

- 7.01 (a) Subject to the Employer's ability to schedule, an Employee shall have the right at any time to have access to and review his/her **personal** file. Copies of documents within the file shall be given to the Employee upon request. **The Employee shall have the right to respond in writing to any document contained therein, which will then become part of the file.**
- (b) **The Employee shall be provided with a copy of all documents that pertain to disciplinary action or performance when they are placed on his/her file.**
- 7.02 (a) **An Employee who is to be interviewed on any disciplinary measure or alleged misconduct shall receive notice of the time and place of the interview. The Employee shall be informed in this notice of the right to be accompanied by a Union Representative and/or Union Steward.**
- (b) When the Employer takes disciplinary action against an Employee, which is to become part of the record, such discipline shall be provided to the Employee in writing.
- 7.02 Except for the dismissal of a probationary Employee, discipline shall be applied on the basis of just cause for matters related to work performance or conduct.

ARTICLE 8

GRIEVANCE ARBITRATION

- 8.01 The parties to this Agreement are agreed that it is of the utmost importance to address grievances as quickly as possible.
- 8.02 A Grievance under this Agreement shall be defined as any difference or dispute between the Employer and an Employee of the Employer, or between the Employer and the Union relating to the interpretation, application, or administration of this Agreement, or an allegation that this Agreement has been violated.
- 8.03 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. Therefore, strict adherence to the provisions of the grievance procedure is mandatory. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step by the grievor. If the grievor fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned. Time limits may only be extended by the written agreement of both parties.
- 8.04 It is understood that employees may have assistance from the Union during **all steps in the Grievance Procedure.**

8.05 Step I

The Employee shall submit a written grievance signed by him/her to his/her immediate supervisor within fifteen (15) days of the event giving rise to the grievance and it shall set out the nature of the grievance, the remedy sought, and the Article or Articles of the Agreement which are alleged to have been violated. The immediate supervisor will deliver his/her decision in writing within five (5) days following the day of which the grievance was presented to him/her. Failing settlement, then:

8.06 Step II

Within five (5) days following the decision under Step I, the Employee shall submit the written grievance to the Secretary Treasurer. The Secretary Treasurer will deliver his/her decision in writing five (5) days from the date on which the written grievance was presented to him/her. The parties shall, at the request of either party, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

8.07 Step III

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

8.08 Step IV

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

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

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

- 8.09 Any grievance involving dismissal or suspension shall be submitted within fifteen (15) days at Step III of the Grievance Arbitration procedure.
- 8.10 All documentation may be submitted via fax, registered mail, couriered or hand-delivered. The grievance, if submitted by registered mail, shall be deemed to be submitted on the day on which it was registered.

ARTICLE 9

VACANCIES

- 9.01 When a regular full-time or regular part-time vacancy is to be filled, such vacancy shall be posted by school for five (5) days in advance of making an appointment.
- 9.02 When an appointment to a vacant position is being considered and where in the Employer's opinion the ability and qualifications of two or more applicants are equal, then seniority shall be the deciding factor.
- 9.03 This article may be waived by the Employer while there are individuals on layoff.

ARTICLE 10

MATERNITY AND PARENTAL LEAVE

- 10.01 A pregnant employee who has been employed by the Board for at least ten (10) months is entitled to maternity leave without pay.
- 10.02 Maternity leave shall not exceed fifteen (15) weeks and shall start at any time during the ten (10) weeks immediately before the estimated date of delivery.
- 10.03 An employee shall make application for maternity leave no later than two (2) weeks prior to the leave commencing.
- 10.04 An employee must take a period of leave of at least six (6) weeks immediately following the date of delivery unless the employee and her employer agree to shorten the period and the employee provides a medical certificate supporting an early return to work.
- 10.05 A pregnant employee whose continued employment may be hazardous to herself or her unborn child in the written opinion of her physician may request a transfer to a more suitable position. Where no suitable position is available the employee may request maternity leave or sick leave or a leave without pay if she has exhausted her sick leave credits.
- 10.06 Maternity Leave Top-Up Plan

An employee who is in receipt of Employment Insurance Maternity Benefits shall be paid a top-up payment to supplement the Employment Insurance maternity benefit to the equivalence of normal pay. This supplement will be paid for a period not to exceed the fifteen (15) weeks maternity benefits.

10.07 Parental Leave

Employees are entitled to parental leave without pay or benefits as follows:

- (a) a period of not more than 37 consecutive weeks following the last day of maternity leave.
- (b) a period of not more than 37 consecutive weeks within 52 weeks after their child's birth
- (c) a period of not more than 37 consecutive weeks within 52 weeks after a child is placed with the employee who is the adoptive parent.

ARTICLE 11

VACATIONS

11.01 (a) Custodians and Head Custodians shall earn vacation in accordance with the following schedule:

- (i) Less than one (1) full vacation year of employment: The Employee earns one (1) day for each month of service to a maximum of ten (10) days.
 - (ii) During the first four (4) full vacation years of continuous service: the Employee earns two (2) weeks vacation (10 days).
 - (iii) During the fifth (5th) and sixth (6th) full vacation years of continuous service: the Employee earns three (3) weeks vacation (15 days).
 - (iv) During the seventh (7th), eighth (8th) and ninth (9th) full vacation years of continuous service: the Employee earns four (4) weeks vacation (20 days).
 - (v) During the tenth (10th) and subsequent full vacation years of continuous service: the Employee earns five (5) weeks vacation (25 days).
- (b) Vacation for a Part-Time Employee **Custodian or Head Custodian** shall be prorated based on the number of hours the Employee worked on an annual basis as compared to the normal hours of work for a full-time **Custodian or Head Custodian** in the same classification.
- (a) "Vacation year" means the twelve (12) month period commencing on **September 1** and concluding on **August 31** in the following calendar year. Vacation earned in one vacation year shall be taken in the

following vacation year. **Vacation earned in one vacation year may be taken in the same vacation year with prior approval of the supervisor.**

- (b) Vacation for **Custodians and Head Custodians** shall be scheduled by the supervisor. Exceptions to this require the approval of the school principal **and/or** Secretary Treasurer.

11.02 **All employees except for Custodians and Head Custodians** are entitled to vacation pay on each pay in accordance with the following schedule:

- (i) Prior to the fifth (5th) full vacation year of continuous employment; 4% of regular earnings.
- (ii) During the fifth (5th) and sixth (6th) full vacation years of continuous employment; 6th of regular earnings.
- (iii) During the seventh (7th), **eighth (8th) and ninth (9th)** full vacation years of continuous employment; 8% of regular earnings.
- (iv) **During the tenth (10th) and subsequent full vacation years of continuous employment; 10% of regular earnings.**

ARTICLE 12

LEAVE OF ABSENCE

12.01 Notification of Leave

An Employee shall request any leave under this article from their principal prior to the commencement of any leave of absence and shall outline the nature of their leave request.

12.02 Abandonment of Position

An Employee who is absent for more than three (3) days without the prior approval of their direct supervisor or his/her designate shall be considered to have terminated their position.

12.03 Compassionate Leave

- (a) Temporary leave of absence, with pay and benefits, necessitated at the time of critical illness shall be granted as follows:
- (i) For members of the immediate family: Spouse, child, parent, brother, sister, parent-in-law; a period not exceeding five (5) days.

- (ii) The five day period may be extended upon application to the Employer. The granting of an extension to such leave shall be at the sole discretion of the Employer.
 - (iii) Critical illness shall mean a life threatening illness. Medical evidence attesting to the critical illness must be provided by the Employee to the Employer.
- (b) Temporary leave of absence, with pay and benefits, necessitated at the time of death shall be granted as follows:
 - (i) For members of the immediate family: Spouse, child, parent, brother, sister, parent-in-law; a period not exceeding five (5) days. The five day period may be extended upon application to the Employer. The granting of an extension to such leave shall be at the sole discretion of the Employer.
 - (ii) To attend the funeral of aunt, uncle, nephew, niece, grandparents, grandchild, and other in-laws, three days leave. The three day period may be extended to a maximum of five (5) days upon application to the Employer. The granting of an extension to such leave shall be at the sole discretion of the Employer.

12.04 Personal Leave

Subject to the scheduling approval by the principal, an Employee is entitled to **two (2)** days of personal leave with pay in each school year.

12.05 Jury Duty

- (a) Leave with pay shall be granted for an Employee:
 - (i) To serve on a jury in a court of law or answer any summons related thereto,
 - (ii) To answer a subpoena or summons to attend as a witness arising as a result of the Employees employment with the Employer in any proceeding authorized by a court of law.
- (b) Clause 12.05(a)(ii) does not apply when an Employer or the Union is taking action against the Employer.
- (c) Any fees received by the Employee shall be turned over to the Employer.

12.06 Medical Leave

- (a) Subject to the prior approval of the principal, an Employee shall be granted up to one day leave of absence with pay per year for the purpose of obtaining necessary medical or dental treatment not

available locally for members of his/her immediate family provided the assistance of the Employee is required. Immediate family shall be defined as the Employee's spouse, sons, and daughters.

- (b) **An Employee who requires time off for the purpose of attending medical, dental or such appointment shall be granted time off with pay and benefits in accordance with Clause 14.01, under SICK LEAVE. An employee may be required to provide proof of attending such appointment.**
- (c) Employees shall be entitled to two (2) days per year of paid leave for the purpose of **unexpected** medical care for the Employee's children. These two days cannot be taken consecutively.
- (d) Such leave must be taken during the year in which it is earned.

12.07 Paternity Leave

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

12.08 Other Leaves

Additional leave of absence may be granted by the Employer, with pay and benefits, without pay but with benefits or without pay and benefits. The applications for such leave shall only be considered upon the written application of the Employee. The granting of such leave shall be at the sole discretion of the Employer.

ARTICLE 13

HOLIDAYS

- 13.01 (a) The following are considered holidays:

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

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

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

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

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

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

ARTICLE 14

SICK LEAVE

- 14.01** A regular Full-time Employee, **during their first year of employment**, shall be entitled to a sick leave credit at a rate of two (2) days per month for each full month worked. **After the first year of employment, the Employee shall be entitled to ninety (90) calendar days of sick leave.**
- 14.02 Where a sick absence is for a period of three (3) days or less, before any sick leave payment is made, an Employee may be required by the Employer to provide medical evidence acceptable to the Employer.
- 14.03 Where a sick absence is for a period in excess of three (3) consecutive days, before any sick payment is made, an Employee shall provide medical evidence acceptable to the Employer.
- 14.04 Sick leave credits shall start to accumulate from the first full month worked and accumulate for each subsequent full month worked. Sick days taken shall be deducted from an Employee's accumulated sick leave credits.
- 14.05 All sick leave credits of an Employee will terminate upon termination of employment.
- 14.06 Employees who are reporting sick shall do so to their immediate supervisor prior to the commencement of their normal work period in order that a replacement may be arranged for or the work reassigned.
- 14.07 Notwithstanding any provision in this Agreement, after ninety calendar days of absence due to medical disability the Employee shall apply for extended disability benefits. An Employee accepted by the insurance carrier to be on extended disability shall be considered to be on leave of absence without pay and benefits for a period of up to two years.

ARTICLE 15

HOURS OF WORK

- 15.01 (a) Administrative Assistant, Secretary, Library Clerk, and Clerk Typist:

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

- (b) Teacher Assistant:

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

- (c) Custodians and Head Custodians:

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

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

ARTICLE 16

OVERTIME

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

- 16.02 Overtime hours shall be defined as hours worked by an Employee in excess of eight (8) hours per day or forty (40) hours per week. Overtime hours will be calculated to the nearest one quarter ($\frac{1}{4}$) hour and shall be paid for at the rate of one and one-half ($1\frac{1}{2}$) times the Employee's regular hourly rate of pay. **All additional and overtime hours worked will be paid on the employee's next month's pay.**

- 16.03 **All call out hours will be paid at the overtime rate for a minimum of two (2) hours.**

ARTICLE 17

INSURANCE BENEFITS

- 17.01 The Employer shall contribute toward premiums for the following insurance and health plans calculated on the basis of:
- (a) Where an Employee works more than 25 hours per week the Employer shall pay 100% of the insurance premiums cost for the following plans:
 - (i) Group Life Insurance Plan
 - (ii) Dental Insurance Plan
 - (iii) Extended Health Care Benefits Plan
 - (iv) Alberta Health Care Insurance
 - (v) Vision Care Plan
 - (vi) **Extended Disability Insurance Plan**
 - (b) Where an Employee works more than 15 hours per week up to and including 25 hours per week, the Employer shall pay 50% of the insurance premiums cost.
- 17.02 (a) Provided that **employees receive a letter from the principal prior to May 31st of the current year stating that they are** expected to return to work for the next school year, the Employer shall continue to pay insurance premiums during July and August.
- (b) Those Employees who are not assured of a position **in writing by May 31st of the current year**, for the subsequent school year, benefits shall terminate on the last day of the school year.
- 17.03 All aspects of the insurance and health plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plans.
- 17.04 A married couple employed by the Employer shall enroll in those eligible plans on a family basis only.
- 17.05 A benefit plan coverage will commence in the second month of employment.
- 17.06 Participation in the Group Life and Extended Disability Plans is a condition of employment for eligible Employees.
- 17.07 An Employee working 15 hours or less per week is not eligible to enroll in the insurance plans.
- 17.08 Payments made towards benefit plans by the Employer shall permit it to retain and not pass on any rebates of premiums otherwise required by the insurance carrier or Employment Insurance.

- 17.09 Provided the master policies of the insurance carrier allows, an Employee on an approved extended absence without pay and benefits from the Employer under any provision in this agreement may have the ability to maintain the insurance benefit coverage provided the Employee agrees to pay 100% of the cost of the premiums. This shall be arranged at the initiative of the Employee and by either pre-paying the premiums at the time the leave commences or by providing the employer with monthly post dated cheques. At any point where payment is not forthcoming from the Employee the Employer shall forthwith remove the Employee from benefit coverage.

ARTICLE 18

SENIORITY

- 18.01 Seniority shall be restricted to each individual school.
- 18.02 An Employee's "Seniority Date" shall be defined as the last date of hire in the Employee's ward. **Seniority shall be transferred with an employee upon successful appointment to a position with the same classification in a school in the same ward.**
- 18.03 For each school the Employer shall maintain two (2) separate seniority lists by classification based on the status of the individual at the time the list is produced for:
- (a) Regular Full-Time Employees
 - (b) Regular Part-Time Employees
- 18.04
- (a) The Employer shall provide to the chairperson of the Chapter an updated seniority list by the end of October each year. The Union shall have one month to raise issues with regard to the list, thereafter the list will be deemed to be correct.
 - (d) The list shall be alphabetical by school and shall contain the name of the school, the Employee's name, the Employee's classification, and the Employee's date of hire at the school.
- 18.05 An Employee shall lose all seniority and shall be deemed to have terminated employment with the employer if the Employee:
- (a) resigns or retires; or,
 - (b) is discharged for cause and not reinstated; or,
 - (c) overstay a leave of absence without written permission unless a reason satisfactory to the Employer is provided; or,
 - (d) fails to reply to a recall notice within five (5) days pursuant to clause 19.04 (Layoff and Recall), unless a reason satisfactory to the Employer is provided; or,

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

ARTICLE 19

LAYOFF AND RECALL

- 19.01
 - (a) Except in cases of an unforeseen or emergent circumstance, the Board will notify a Regular Full-Time or Regular Part-Time Employee who is to be laid off ten (10) working days prior to the date the layoff is to occur.
 - (b) In the event that a layoff is necessitated by an unforeseen or emergent circumstance, the required notice shall be waived and the Employee shall receive one days pay for each work day the notice period is short of the required notice.
 - (c) **Temporary and Casual Employees shall be terminated before any regular Employee is laid off.**
- 19.02 In determining the order of layoff Regular Part-Time and Regular Full-Time Employees shall be laid off separately. In each school, such Employees shall be laid off by classification in the reverse order of seniority provided the remaining Employees, in the opinion of the Employer, have the qualifications and ability to perform the work available.
- 19.03 When work becomes available, Employees on layoff shall be recalled by school and by classification in the order of seniority provided, in the opinion of the Employer they have the qualifications and ability to do the work available.
- 19.04 In the event the Employer is unable to contact the Employee personally or by telephone, recall shall be deemed to have been carried out five (5) days after delivery of a double registered letter to the last known address of the Employee as shown on the Employer's records and, if the letter is returned to the Employer, recall shall be deemed to have been carried out effective the date the letter is returned to the Employer.

ARTICLE 20

WAGES

- 20.01 Employees shall be paid in accordance with the wage rates outlined in Schedule A.

- 20.02 Normally, a new Employee shall be hired at step Zero (0) in the hourly wage schedule, however, at the sole discretion of the Employer a new Employee may be hired at a higher wage level.
- 20.03 (a) **All incremental increases within a pay range for a classification will be granted on the anniversary date of placement in the classification.**
- (b) **Regular Full Time Employees advance one step on the grid in each year.**
- (a) **Regular Part Time Employees will advance one step after two (2) full calendar years.**

ARTICLE 21

DURATION/TERM OF AGREEMENT

- 21.01 This agreement shall be in full force and effect from **September 1, 2001 to August 31, 2002.**
- 21.02 Either party may give to the other, not less than sixty (60) days 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. Collective bargaining shall be conducted in accordance with the provision of the Labour Relations Code.
- 21.03 The parties may during the term of the agreement, by mutual agreement, amend provision to this agreement. Any agreed changes shall be in writing.
- 21.04 Any notice required to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:

In the case of the Employer to:

The Secretary Treasurer
Living Waters Catholic Regional Division No. 42
3804B-47 Street
Whitecourt, AB T7S 1M8

In the case of the Union to:

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

IN WITNESS WHEREOF the Parties have caused these presents to be executed by their duly authorized officers in that behalf, the day and year first above written.

SIGNED ON BEHALF OF
THE EMPLOYER

SIGNED ON BEHALF OF
THE UNION

Schedule A

HOURLY WAGE SCALES Effective September 1, 2001 to August 31, 2002

CLASSIFICATION

	STEP	0	1	2	3	4	5
ADMINISTRATIVE ASSISTANT		12.70	13.51	14.49	15.37	16.28	16.98
SECRETARY		12.15	12.95	13.94	14.82	15.73	16.63
CLERK-TYPIST		11.15	12.03	12.95	13.83	14.72	15.64
TEACHER ASSISTANT		12.96	13.50	14.03	14.54	15.10	15.67
LIBRARY CLERK		12.96	13.50	14.03	14.54	15.10	15.67
CUSTODIANS		10.73	11.36	12.01	12.63	13.27	13.93
HEAD CUSTODIAN		12.91	14.06	15.24	16.40	17.55	18.74

All Casual Employees will be paid at the lowest grid (clerk-typist) hourly rate (11.15) except Casual custodians who will be paid at the lowest custodial hourly rate (10.73). All Temporary and Casual Employees shall be paid vacation pay at the rate of four percent (4%).

All Employees who are on September payroll will receive a \$100 signing bonus on their September pay cheque.

Letter of Intent

Effective September 1, 2002, Employees covered under the Collective Agreement between the Alberta Union of Provincial Employees, Local 07, Chapter 012 and the Board of Living Waters Catholic Regional Division No. 42 will have the following vision plan:

Alberta School Employee Benefits Plan
Plan 3

On Behalf of AUPE

On Behalf of Living Waters CRD#42