

COLLECTIVE AGREEMENT

BETWEEN

**ELK ISLAND CATHOLIC SEPARATE REGIONAL
DIVISION NO. 41**

AND

UNIFOR, THE UNION, LOCAL 71

SEPTEMBER 1, 2012 - AUGUST 31, 2015

ELK ISLAND CATHOLIC SEPARATE REGIONAL
DIVISION NO. 41
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THIS AGREEMENT is made on the 15th day of November A.D., 2013. Pursuant to Labour Relations Code, as amended or any future renewal of Labour Relations Code.

BETWEEN:

The Board of Trustees of the Elk Island Catholic Separate Regional Division No. 41 hereinafter called "The Board".

OF THE FIRST PART

AND:

Unifor, the union, Local 71, hereinafter called "The Union" acting on behalf of the School Support Staff employed by this Board

OF THE SECOND PART

WHEREAS, the Board recognizes the Union as the sole bargaining agent for the School Support Staff employed by this Board, and whereas the purpose of the Elk Island Catholic Separate Regional Division No. 41 is to:

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

AND 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.

WHEREAS, the terms and conditions of employment and salaries have been subject of negotiations between the parties, and whereas, the parties desire that these matters be set forth in an agreement to govern terms of employment of the School Support Staff, as described by the Alberta Department of Labour.

WITNESSETH THAT the parties have agreed as follows:

ARTICLE 1 - DEFINITIONS

- (1) A "twelve-month continuous employee" is one who is employed upon an annual basis.
- (2) A "ten-month continuous employee" is one who occupies a position on a continuous basis established by the Board which requires services which coincide with the school year. These employees may be required to work during periods which schools are not in session and shall be paid in accordance with the salary grid.
- (3) A "part-time continuous employee" shall mean one who is hired for regularly scheduled shifts, whose hours of work are less than those specified in Hours of Work.
- (4) A "probationary employee" shall mean and include any full-time or part-time employee in his/her probationary period.
- (5) A "casual employee" is an employee who is employed by the Board, is paid hourly and is employed on an "on-call, as-needed" basis or a periodic basis not exceeding three (3) months in duration. A casual employee shall not earn seniority and shall not have rights to promotion, transfer, layoff or recall.
- (6) A "temporary employee" is one who is paid hourly and is employed on a specific project or to replace a permanent employee on leave for a greater period of three (3) months but not exceeding one (1) year and a termination date has been determined. A temporary employee shall not earn seniority and shall not have rights to promotion, transfer, layoff or recall. The employment of a temporary employee shall terminate at the end of the project or on the return to work of the employee being replaced.

ARTICLE 2 - UNION RECOGNITION AND SECURITY

- (1) The Board recognizes the Union as the sole bargaining agent for the employees, covered by this Agreement, as described in the Certificate of the Labour Relations Board No. 152-200, and amendments thereto.
- (2) Union business shall not take place during an employee's working hours and/or on any of the Board's premises without prior or subsequent permission by the Board.
- (3) There shall be no discrimination or coercion by the Board or the Union as to whether an employee is, or is not, a member of the Union.
- (4) No employee shall be required or permitted to make a written or verbal agreement with the employer or his representative which may conflict with the terms of the Collective Agreement.

ARTICLE 3 - MEMBERSHIP AND DUES DEDUCTIONS

- (1) Membership in the Union is voluntary.
- (2)
 - (a) As a condition of employment, the Board shall deduct regular Union dues from all employees covered by this Agreement.
 - (b) Except as hereinafter provided, the above dues shall not accumulate, and will be deducted only as long as an employee is receiving salary from the Board.
- (3) Dues shall be deducted on a pay period basis, and the amount deducted shall be remitted to the Union not later than the tenth (10th) of the following month.

ARTICLE 4 - MANAGEMENT RIGHTS AND RESERVATIONS

- (1) The management of the school district, and the direction of working force are vested solely with the Board, and subject to the terms of this Collective Agreement. The Board retains the historical, traditional and residual rights not specifically limited by the terms of this Agreement.

ARTICLE 5 - STAFFING, JOB POSTINGS, TRANSFERS, PROMOTIONS AND APPOINTMENTS

STAFFING

- (1) Assignments for all 10-month employees will be managed by an annual staffing cycle. The first round of the staffing cycle will be completed on or about June 15th and ten-month employees will be notified of their assignment/status for the upcoming school year. Any ten-month employee whose full-time equivalent (FTE) is scheduled to be reduced by more than 0.1 FTE will be declared eligible for reassignment. An employee may choose not to be declared as requiring reassignment and may accept the position with the reduced FTE.

JOB POSTINGS

- (2) Upon completion of recall for the staffing cycle, vacancies for established positions covered by this Agreement shall be internally posted for a period of five (5) working days. The Local will be notified who was the successful applicant for each posted position.
- (3) Posting shall be by placement of notice of the position in a prominent location in the central office and at the general office of each school.
 - (a) Such postings shall contain the following information:
Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range.
- (4) In staffing, recruiting to job postings, making promotions, permanent transfers and demotions, the determining factors shall be seniority provided that existing employees of the bargaining unit have the relevant skill, training, knowledge, efficiency and other related abilities.

- (5) A continuous employee may apply for a temporary posting of three (3) months or greater, if it is an increase in salary or an increase of 0.1 FTE or greater. Upon completion of the temporary position, the continuous employee will be placed in an assignment in the same city or town, equal to the classification, level and FTE they held prior to the temporary position. The continuous employee will continue to accrue seniority during the term of the position.
- (6) An employee with an Educational Assistant assignment may apply to any posting within their existing classification (EA I, EA II, EA III) where the assignment is 0.1 FTE or greater than their current Educational Assistant assignment.
- (7) Should an internally posted position not be filled by an internal employee, it shall be posted externally and shall be opened to any candidate(s).

PROMOTIONS, TRANSFERS & APPOINTMENTS

- (8) An employee who is promoted shall serve a three- (3) month trial period. In the event that during any time of the trial period the promoted employee is for any reason unsatisfactory in the position, he/she shall be returned to his/her former position, and former salary without loss of seniority. An employee shall, only during the trial period, have the right if he/she wishes, to return to his/her former position and former salary without loss of seniority. Any other employee promoted or transferred because of this rearrangement shall be returned to his/her former position and former salary without loss of seniority. Any newly hired employee because of this arrangement shall be released from the employ of the Board.
- (9) Notwithstanding (8) above, an employee during the trial period who is for any reason absent from a scheduled work period may have his/her trial period extended by a period equal to the number of absenteeism days.
- (10) All applications for employment, permanent transfer, or promotion, shall be made to such Officer as the Board may designate.
- (11) A transfer means a lateral permanent move to a similar position in another department for those classifications contained in this Agreement.
- (12) A promotion means a vertical move to a higher paid classification contained in this Agreement which will result in an increase in salary and similarly a demotion means a vertical move to a lower paid classification contained in this Agreement.
- (13) The Board may transfer employees from one area to another or from one job to another on a temporary basis. Transfers may occur between Fort Saskatchewan and Sherwood Park worksites, but no transfer will occur between Fort Saskatchewan/Sherwood Park and Camrose/Vegreville or Camrose and Vegreville worksites without the consent of the employee.

ARTICLE 6 - NEW CLASSIFICATIONS

- (1) The employer agrees to draw up and maintain job descriptions for all positions for which the Local is the bargaining agent. These descriptions shall be presented to the Local.

- (2) Upon establishing a new position or significantly amending a job description of an existing position covered by this agreement, the employer shall consult with the Local.
- (3) Any new or revised salary structure resulting from the review as outlined in Article 6(2) shall become effective the first of the month following implementation of the new position. Back pay incurred as a result of the revised salary structure shall be paid within ninety (90) days of the implementation date unless mutually agreed upon.
- (4) Failing a satisfactory resolution, either party may issue notice to proceed to the Grievance Procedure Article 24(4) Step 2.

ARTICLE 7 - PROBATIONARY PERIOD

- (1)
 - (a) Any new employee shall serve a probationary period of six (6) continuous months from the date of commencement of service. A probationary employee who is, for any reason, absent from a scheduled work period may have his/her probationary period extended by a period equal to the number of absenteeism days. The Board and the Local may mutually agree to extend the probation up to a maximum of three (3) additional months.
 - (b) Notwithstanding anything contained elsewhere in this Agreement, if a new employee is unsatisfactory in the opinion of the Board, he/she may be discharged at any time during his/her probationary period, and such discharge shall not have recourse to the grievance procedure.
- (2) If a probationary employee is transferred in lieu of discharge, the probationary period will be extended up to a maximum of three continuous months in the position to which he/she is transferred. Absenteeism for any reason may extend the probationary period in the same manner as in subsection 7 (1) (a).

ARTICLE 8 - LAY-OFF AND RECALL

- (1) Lay-off
 - (a) The Board will notify 10-month employees who are to be laid-off at the end of the operational school year, ten (10) working days prior to the lay-off period, or grant ten (10) days' pay in lieu of notice.
 - (b) In the event of a lay-off at a time other than at the end of the operational school year, 10-month and 12-month employees shall be laid off in the reverse order of seniority provided the remaining employees have the qualifications and ability to perform the work available. Where required, remaining employees will be given a three-month trial period to determine if they are able to fulfil the expectations of the assignment unless the move is a lateral move.

- (c) A continuous employee (A) whose employment is lost or whose FTE is reduced due to a reduction of the workforce may exercise his/her seniority to “bump” the junior employee (B) within his/her own classification, provided Employee (B’s) FTE is within and including 0.1 FTE of Employee (A’s) and Employee (A) has the required qualifications, skills, training, knowledge, experience and efficiency to do Employee (B’s) assignment. Employee (B) may then exercise his/her seniority to “bump” the junior employee within his/her own classification, and so on.
- (2) Recall
- (a) Employees shall be recalled, when work becomes available, in the order of seniority, provided they have the qualifications and ability to do the work available. Where required, remaining employees will be given a three-month trial period to determine if they are able to fulfill the expectations of the assignment. Recall rights shall continue for a period of one year from the last day worked.
 - (b) It is the responsibility of the laid-off/on-recall employee to keep the employer informed as to the address and telephone number for the purpose of effecting a recall notice.
 - (c) An employee shall have five (5) calendar days from the date of the personal contact or the date of receipt of a registered letter to return from layoff. Failure to do so shall be considered as having resigned from employment with the Board.
 - (d) Employees who refuse a recall shall move to the bottom of the recall list. Employees who refuse a recall after moving to the bottom of the recall list shall be deemed to have terminated their employment with the Board and shall forfeit any further recall rights.
 - (e) All Educational Assistants shall be notified by the school administration in writing by September 25 of the current school year as to their FTE and position.

ARTICLE 9 - TERMINATION OF EMPLOYMENT

- (1) Excepting in cases of discharge for cause, the employee and employer shall give at least fourteen (14) calendar days notice of termination of employment.
- (2) An employee who is discharged, shall receive his/her termination pay and vacation pay at the time he/she leaves the employ of the Board.
- (3) When an employee has given the notice required in (9) (1) above, the Board will make every effort to pay the employee his/her termination pay and vacation pay at the end of his/her last scheduled shift.
- (4) When an employee has not given the notice required in (9)(1) above, or cannot be accommodated as per Article 9 (1), the employee shall receive his/her wages and vacation pay to which he/she is entitled at the regular pay day next, following the day on which he/she terminates his/her employment.

- (5) An employee shall be considered to be terminated when:
 - (a) He/She is absent from work for five (5) working days without good and proper reason and/or without notifying the Board.
 - (b) He/She does not return from leave of absence or vacation as scheduled without receiving the approval of the Board.
 - (c) He/She does not return from lay-off as required.
 - (d) He/She has resigned.
 - (e) He/She has been laid off and not recalled to work for a period of twelve months from the date that he/she last worked.
 - (f) He/She is dismissed with just cause.
(Refer to Vacation Article respecting reduction of vacation pay if proper notice is not given).
- (6) In the event of a permanent reduction of staff, the employer will provide to the employee one (1) weeks salary as noted in the salary grid, for each full year of service of the employee to a maximum of thirty-nine (39) weeks, based on current FTE.

ARTICLE 10 - SENIORITY

- (1) After successful completion of the initial probationary period of employment in an established position, an employee's seniority shall be calculated from the date that the employee commenced employment in that position, and shall cease upon termination of employment with the Board.
- (2) Elk Island Catholic School employees' seniority accrual, within Unifor, the union, Local #71 seniority rating recognizes service commencing from the date of hire for all employees with the exception of casual or temporary employees.
- (3) For the purpose of a competition for a position posted within the Elk Island Catholic School System, Unifor, the union, Local 71 seniority shall apply.
- (4) In the event of the need for additional hours to be worked, and before casual employees are called upon, existing full-time or part-time employees within the facility where the work is to be done, shall be given the opportunity to work in order of seniority provided that they have:
 - a) indicated in writing to their supervisor that they wish to be considered for additional hours; and
 - b) the qualifications and ability to perform the work.
- (5) The Board will provide the Local with the appropriate seniority lists of employees covered by this agreement as calculated at June 30th and provide this list to the Association prior to the first operational day of the next school year.

- (6) Continuous service for this Article for twelve-month employees shall mean continued employment without a break of employment with the employer. Continuous service for this Article for ten-month employees shall mean continued employment without a break of employment with the employer except for the normal annual summer break period of July and August, however, years of service must be consecutive with no interruption.
- (7) Seniority will continue to accrue during:
 - (a) Periods of sick leave;
 - (b) Leave of absence up to one (1) month;
 - (c) Workers' Compensation Leaves up to twelve (12) months;
 - (d) Temporary promotion outside the Bargaining Unit to a maximum of six (6) months;
 - (e) Compassionate leave;
 - (f) Jury duty and court service;
 - (g) Vacation period;
 - (h) Long term disability up to a maximum of one year;
 - (i) Effective September 1, 2003, periods of maternity or parental leave up to a maximum of fifty-two weeks.
- (8) Seniority shall not accrue and service will be adjusted during:
 - (a) Periods of lay-off;
 - (b) Suspension for discipline not reversed by grievance procedure;
 - (c) Absences without approval;
- (9) Bargaining Unit seniority shall be lost for:
 - (a) Discharge for just cause and is not re-instated;
 - (b) Termination;
 - (c) Failing to report for work on recall after lay-off;
 - (d) Upon retirement.
- (10) Employees who have been laid off and who have not been recalled shall retain their seniority for a maximum of twelve months from the last date worked.

ARTICLE 11 - HOURS OF WORK

- (1) Within one assignment, the normal number of hours worked in a day shall be seven hours per day Monday to Friday, excluding the meal period which will be no less than thirty (30) minutes and no more than sixty (60) minutes. There will be no split shifts unless mutually agreed upon.
- (2) The average normal number of hours worked in a week shall be thirty-five (35). This may be on a shift basis that will be determined by the Board. Wherever possible, the work week will be from Monday to Friday.
- (3) The time at which shifts shall begin and end will be established by the Board.
- (4) Subject to work load and needs within the School Division, the Board will provide the employee with two (2) consecutive days off per week.

- (5) The provisions of this Article are intended to establish a basis for the computation of overtime, and shall not be construed as a guarantee of hours of work per day or per week.
- (6)
 - (a) An employee working a daily shift of between three (3) and four (4) hours inclusive shall have one fifteen-minute paid rest period.
 - (b) An employee working a daily shift of more than four (4) hours but less than six (6) hours shall have two (2) paid rest periods of fifteen minutes with a minimum of a thirty-minute unpaid lunch break.
 - (c) An employee working a daily shift of no less than seven (7) hours shall be entitled to two (2) paid rest periods of fifteen minutes and a minimum of a thirty-minute unpaid lunch break.
 - (d) The scheduling of each work break shall be arranged by the principal/manager of each employee.
- (7) Any additional hours in excess of the employee's shift will be by prior mutual agreement and will be given as time-in-lieu or banked time up to seven (7) hours per day at their applicable straight time rate (1 X). Any additional time worked shall be compensated at a rate of 1.5 times the applicable rate and shall be compensated through time-in-lieu or banked time to a maximum of twelve (12) hours per day.

ARTICLE 12 - OVERTIME

- (1) Overtime is:
 - (a) All time authorized by the Board and worked by the employees in excess of the normal seven hours per day excluding "tag-end-time" of less than fifteen (15) minutes at the end of a work period, which is not paid for.
 - (b) There shall be no pyramiding of extra or overtime in the calculation of this pay, and an employee shall not be entitled to more than time and one-half (1-1/2) for any hours worked, regardless of the circumstances.
- (2) Overtime hours shall be authorized in such manner and by such persons as is directed by the Board.
- (3) An employee who is called in on their regular scheduled day off shall be paid at the rate of time and one-half (1-1/2) times for all hours worked or a minimum of three (3) hours, whichever is greater.
 - (a) This must be pre-approved and authorized by the Principal.
 - (b) This does not apply to August "start-up time" for secretaries, calendar date changes to the CTS days or field trips.
- (4) Overtime following an employee's shift will be paid at the rate of time and one-half (1-1/2) the employee's basic hourly rate. This overtime payment will cease and the employee normal rate will apply at the start of his/her next regular working period.

- (5) The Board may allow an employee the option of taking time off in lieu of overtime. The time taken shall be equivalent to one and one-half (1-1/2) times the number of hours worked.
- (6) Where overtime is worked, "tag-end-time" shall be included in that period of paid overtime.
- (7) Overtime shall be paid at time and one-half (1-1/2) of the employee's regular hourly rate of pay.

ARTICLE 13 - SALARIES

- (1) The basic salary scales and increments as set out in Schedule "A", which is attached to and forms part of this Agreement, shall be applicable to all employees covered by this Agreement on the dates and year indicated.
- (2)
 - (a) The increments as set out in Schedule "A" shall be granted to each employee on that employee's consecutive anniversary of service with the Board, whether or not such employee is employed on a full-time or a part-time basis, or upon a 10- or 12-month basis. An employee who is granted any leave of absence greater than thirty consecutive calendar days without pay shall not have the period of leave counted for incremental purposes.
 - (b) Employees hired after September 1, 1976, shall have their anniversary date established on their date of hiring.
- (3) Provisions of Agreement in respect to salary, sick leave benefits, vacation, statutory holidays and all other benefits shall be applicable to all employees who work on a less than full-time basis, for 0.4 FTE or greater, by prorating the same. Such employees shall receive each year only that proportion of salary and benefits that their period of actual service bears to that year. Employees who perform more than one (1) job or function will be permitted to accumulate their full-time equivalency and will be entitled to prorated benefits entitlements if the combination of their jobs or functions totals 0.4 FTE or greater.
- (4) If, without being demoted, an employee is reclassified or transferred in a school year for which a lower salary grade has been established, the salary of the employee shall be maintained for the remainder of the school year.
- (5) Wages shall be paid by direct deposit on the 2nd last banking day (not including Saturday) of each month except for December which shall be the 2nd last banking day prior to the school Christmas break.
- (6) When an employee temporarily relieves in or performs the principal duties of a higher paying position within the bargaining unit, for a period of five (5) consecutive working days, he/she shall be paid the regular rate of pay established for the higher position for the whole of the relief period.
- (7) Payroll benefit deduction for 10 month employees will be pro-rated on the basis of 10 months.
- (8)
 - (1) For purposes of determining annual salary grid placement, Educational Assistants and Program Assistants will be paid according to the assigned Classification Level. Since classification is determined by student need, the classification status to which an

employee is assigned may vary from assignment to assignment, depending on the specific student(s) that the Educational Assistant is assigned by the Principal and Special Needs Team.

- (2) An Educational Assistant can be assigned to a maximum of two classifications. Payment will be commensurate with the FTE calculations for each category.
- (3) Successful candidates for Educational Assistant or Program Assistant positions who do not possess the minimum entry requirements for a position for which they may be hired will be considered to be classified at one level less than is customary for the position until such time as the minimum requirements are met. (This means that an employee working as an Educational Assistant Level III who does not meet the minimum requirements will be paid at the Program Assistant rate; a Program Assistant who does not meet the minimum requirements will be paid at the Educational Assistant Level II rate; an Educational Assistant Level II who does not meet the minimum requirements will be paid at the Educational Assistant Level I rate; an Educational Assistant Level I who does not meet the minimum requirements will be paid at the School Assistant Level II rate.)
- (9) Employees authorized to travel using their private vehicle to conduct Board business can claim associated mileage expenses. Approved expenses shall be paid in accordance with current Board policy.

ARTICLE 14 - NAMED HOLIDAYS

- (1) All regular employees will be paid their normal basic pay for the Named Holidays listed below:

- | | |
|-------------------|---------------------|
| 1. New Year's Day | 7. Heritage Day |
| 2. Family Day | 8. Labour Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Easter Monday | 10. Remembrance Day |
| 5. Victoria Day | 11. Christmas Day |
| 6. Canada Day | 12. Boxing Day |

If the government should rescind any general holiday, such general holiday would immediately be rescinded from the above list of Named Holidays.

- (2) An employee will not be eligible to a Named Holiday or pay for Holiday:
 - (a) when a Named Holiday falls within a period of paid leave (other than vacation) or non-paid leave, the Named Holiday will be considered part of that leave and will not be granted again at the end of such leave.
- (3) Where a Named Holiday falls during a twelve-month employee's designated vacation period, an extra day with pay will be granted to be taken in conjunction with his/her vacation period.
- (4) Additional Holidays may be granted with pay at the discretion of the Board.

ARTICLE 15 - VACATIONS

TWELVE-MONTH EMPLOYEES

- (1) For the purpose of this article, "vacation year" means the twelve (12) month period commencing on the first (1st) day of July in each year, and concluding on the thirtieth (30th) day of June in the following year.
 - (a) Employees commencing employment between the first and the fifteenth of the month inclusive will accrue vacation credit for that month. Employees commencing employment after the fifteenth of the month will not accrue vacation credit until the following month.
- (2) Vacation entitlement is earned during each vacation year of continuous service, and taken during the following vacation year. Employees who have not completed one (1) full year of service as of June 30th, shall receive a pro-rated portion of their vacation entitlement.
- (3)
 - (a) After one (1) year of complete continuous service up to and including June 30th of a vacation year each employee shall be entitled to fifteen (15) working days vacation with pay.
 - (b) After seven (7) years of continuous service, an employee shall be entitled to twenty (20) working days vacation with pay.
 - (c) After seventeen (17) years of continuous service, an employee shall be entitled to twenty-five (25) working days vacation with pay.
- (4) Seniority shall be considered where there is a dispute regarding preference for the time when vacations are to be taken.
- (5) Pro-rata vacation pay on termination of employment will be paid in accordance with service rendered if proper notification of termination is given (see Termination of Employment). If proper notice of termination is not given, then the employee will be paid in accordance with Employment Standards Act thereto.
- (6) Reduction of Entitlement - an employee who is granted leave of absence in excess of thirty (30) days or is on strike, lockout or layoff, shall have his/her period of vacation leave currently being earned reduced on a pro-rata basis.

TEN MONTH EMPLOYEES

- (7) Ten-month employees shall take vacation during Christmas Break, Spring Break and Annual Teachers' Convention.
 - (a) Employees commencing employment between the first and the fifteenth of the month inclusive will accrue vacation credit for that month. Employees commencing employment after the fifteenth of the month will not accrue vacation credit until the following month.

- (8) Upon completion of seven (7) years service, ten-month employees employed with the Board will begin to accrue an additional five (5) vacation days annually. Each employee will be paid an amount equivalent to these five additional days on the employee's anniversary date following completion of the accrual.
- (9) Upon completion of seventeen (17) years service, ten-month employees employed with the Board will begin to accrue an additional five (5) vacation days annually over and above the entitlement as set out in Article 15(9). Each employee will be paid an amount equivalent to these five additional days on the employee's anniversary date following completion of the accrual.

ARTICLE 16 - SICK LEAVE

- (1) Sick leave benefits are sponsored by the Board to protect the employee in the event of an unavoidable illness or injury not covered by Workers' Compensation Board.
- (2) Full-time employees on regular staff shall be entitled to sick leave credits computed from the date of commencement of employment at the rate of two (2) working days for each full calendar month of employment cumulative to a maximum sick leave credit of ninety (90) working days. Part-time employees on regular staff shall be entitled to sick leave credits prorated in accordance with the amount of time worked.
 - (a) Employees commencing employment between the first and the fifteenth of the month inclusive will accrue two (2) days of sick leave credit for that month. Employees commencing employment after the fifteenth of the month will accrue one (1) day of sick leave credit for that month.
 - (b) Where an employee who has applied for and has been accepted for benefits under the disability plan, has insufficient sick leave to cover the period of time that he/she must wait prior to receiving benefits under the disability plan, the Board shall provide the necessary sick leave at full pay.
- (3) Payment for illness that starts prior to a scheduled vacation period will be paid for in the manner prescribed and the vacation period will be deferred and re-scheduled.
- (4) If proof of illness is required by the Board, the Board may require a certificate from the employee's attending medical doctor, and/or a statement signed by the employee substantiating the illness. The Board may require that the employee be examined by a medical doctor of the Board's choice.
- (5) The Board requires a certificate from a qualified medical or dental practitioner be submitted for illness in excess of three (3) working days.
 - (a) Prior to a return to work for an illness or injury in excess of fourteen (14) days that has not been approved for long term disability, the Board requires the completion of their Physician's Medical Statement by a qualified medical practitioner.
- (6) Sick leave credits shall not be paid once an employee becomes eligible for Extended Disability Benefits, however accumulated credits shall be retained.

- (7) No sick leave credits will be paid for an illness that occurs during an employee's scheduled or approved vacation period until the vacation period has expired, unless all of the following criteria are met:
- (a) the absence is for five or more consecutive working days;
 - (b) the illness or accident is of a serious enough nature so as to require medical intervention or hospitalization;
 - (c) the employee provides a declaration from a physician on a form acceptable to the Board, such form to be provided no later than the last day of the month in which the leave is accessed.
- Any employee who meets the criteria as set out herein shall be permitted to reschedule any lost vacation days provided that:
- (a) the days are rescheduled to a date to be mutually agreed upon between the employee and the principal/manager; and
 - (b) the rescheduled vacation days are to be taken within twelve months following a return to work.
- (8) An employee may use up to six (6) days per year of his/her sick leave in order to care for his/her sick child, spouse or parent.

ARTICLE 17 - LEAVE OF ABSENCE

- (1) A leave of absence is a written authorization for an employee to be absent from work without pay for a definite period of time which has been approved in advance by the Board.
- (2) All requests for leave shall be made in writing and shall be made at least one (1) month prior to the beginning of the leave, except in situations of an unforeseen or emergency nature, in which case the employee's request shall be made as soon as he/she becomes aware of the situation which prompted the request for leave.
- (3) Any employee who has been granted a leave of absence and fails to return on the date granted by the Board, shall be deemed to have abandoned his/her position, unless such failure to return is approved by the Board.
- (4) On return from an extended leave of absence, the employee will be placed on the same step and/or grade of the salary schedule occupied by the employee prior to the leave.
- (5) Temporary Personal Leave

Subject to operational requirements and determined by the Superintendent or designate, an employee may access temporary personal leave with pay up to three (3) days per school year. The cost to the employee shall be 50% of the cost of a substitute (replacement) if required. The request for leave shall include a brief statement of the reason.

(6) Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court unless the employee is testifying on behalf of another party in an action involving the Board. The Employer shall pay such employee their normal earnings and the employee will remit to the Board any stipend paid to them by the court.

ARTICLE 18 - COMPASSIONATE LEAVE

- (1) In the event of the death of a father, mother, legal guardian, wife, husband, child, brother, sister, grandparents or grandchildren, father-in-law or mother-in-law, brother-in-law or sister-in-law, daughter-in-law or son-in-law, aunt or uncle of an employee, bereavement leave with regular pay will be provided as follows:
 - (a) Up to three (3) working days to attend a funeral within the Province of Alberta.
 - (b) Up to five (5) working days to attend a funeral outside of the Province of Alberta.
- (2) In the event of the critical illness of an employee's spouse, child, parent, mother-in-law, or father-in-law, up to two (2) days leave with pay will be granted on request. The Board may request a medical doctor's certification as proof of illness.
- (3) The Board in its discretion may grant compassionate leave with or without pay in circumstances not covered by the foregoing.

ARTICLE 19 - MATERNITY AND PARENTAL LEAVES

19.1 General

19.1.1 The Board will administer:

- a) maternity and parental leaves in compliance with the Employment Standards Code and any regulations passed thereunder, and
- b) the Supplementary Employment Benefits (SEB) Plan.

Leave Eligibility

19.1.2 All full and part-time employees who have at least fifty-two (52) consecutive weeks of employment with the Board are eligible for maternity and parental leaves.

19.1.3 Parental leave is in effect for mothers and fathers who have children born or adopt a child after December 31, 2000.

Position Protection

19.1.4 Upon completion of a maternity or parental leave by an employee, the Board shall endeavour to reinstate the employee in the position that the employee occupied at the commencement of the leave or in a position that most nearly equates with that position, but not necessarily the same position that the employee held at the start of the leave.

19.1.5 An employee who has been granted a maternity leave shall not be entitled to count the period of absence for salary increment purposes. Following a maternity leave an employee will be placed on the same step and grade of the salary schedule he/she was entitled to prior to the leave.

19.2 Maternity Leave

Leave Duration

19.2.1 An employee who is a birth mother is entitled to fifteen (15) weeks of unpaid maternity leave immediately followed by thirty-seven (37) weeks of unpaid parental leave. If both parents are Board employees, the parental leave may be accessed entirely by one of the parents or shared between the parents.

19.2.2 A maternity leave must include a period of at least six (6) weeks immediately following the date of delivery, unless the employee and the Board agree to shorten that period by the employee giving the Board a medical certificate indicating that resumption of teaching duties will not endanger her health. Employees returning from maternity leave may be required to present a medical certificate indicating that the employee is medically fit to resume regular duties.

Supplementary Employment Benefits (SEB) Plan

19.2.3 The Board shall implement a Supplementary Employment Benefits Plan, which shall provide an employee on maternity leave with one hundred percent (100%) of her normal weekly earnings during the health-related portion of the maternity leave for a maximum of seventeen (17) weeks or the maximum number of days equal to the employee's sick leave entitlement, whichever is the lesser. The employee agrees to provide to the Board copies of all EI benefits payments verifying the amount of EI weekly benefit received for which the employee is requesting SEB plan benefits.

19.2.4 The employee shall not be entitled to any supplementation of EI benefits for any period during which the employee would not have worked but for being on maternity leave. SEB benefits will not be paid on days considered to be non-operational days. This supplemental benefit shall replace sick leave benefits and the employee shall have no access to sick leave benefits during the maternity leave with the exception of illness claims occurring prior to the commencement of the employee's EI entitlement period.

19.2.5 The SEB will be paid for the duration of the absence from duties for a health-related reason related to pregnancy during maternity leave while in receipt of EI benefits and during the EI waiting period up to a maximum number of days equal to the employee's sick leave entitlement. After ninety (90) consecutive calendar days of disability, the employee shall apply for Extended Disability Benefits and the SEB payments shall cease.

19.2.6 For the duration of the SEB, the Board shall continue to pay the employer's portion of the employee's benefit plan premiums specified in Clauses 21.

19.2.7 If an audit by Human Resources Development Canada Employment Insurance mandates changes in the SEB plan to comply with Employment Insurance regulations, these changes will be made immediately and will be binding on both parties.

Notice of Leave Commencement

19.2.8 Whenever possible, an employee shall notify the Board in writing at least twelve (12) weeks prior to commencement of a maternity leave. If medical reasons prevent the employee from providing the Board with six (6) weeks notice, the employee shall still be eligible for the leave provided that the employee supplies the Board, within two (2) weeks of ceasing to work, a medical certificate indicating:

- a) that a medical reason prevented the employee from giving the required notice and
- b) the estimated or actual date of delivery.

19.2.9 An employee who is a birth mother who takes maternity leave is not required to provide notice prior to accessing parental leave unless she originally agreed to only access fifteen (15) weeks of maternity leave. If an employee who had originally agreed to only access fifteen (15) weeks of maternity leave decides to then access parental leave, she must provide written notice of her intent to the Board at least six (6) weeks prior to commencement of the parental leave.

Leave Commencement

19.2.10 An employee shall commence her maternity leave at her discretion within twelve (12) weeks of the estimated date of delivery but no later than the date of the birth.

19.2.11 The Board may request from the employee a statement from a physician indicating the expected delivery date.

Notice of Return to Work

19.2.12 At least four (4) weeks prior to the end of the leave, an employee on maternity leave shall notify the Board in writing:

- a) of the date of return to work, or
- b) of a change to the date of return to work.

19.3 Parental Leave

Leave Duration

19.3.1 An employee who is a birth mother, father or an adoptive parent is entitled to thirty-seven (37) consecutive weeks of unpaid parental leave. If both parents are Board employees, the parental leave may be accessed entirely by one of the parents or shared between the parents.

19.3.2 At the conclusion of a parental leave, the Board may provide for additional leave under other provisions of this Collective Agreement.

Notice of Leave Commencement

19.3.3 An employee shall notify the Board in writing of the employee's intent to take parental leave as soon as possible but no less than six (6) weeks prior to commencement of a parental leave. If medical reasons, or circumstances related to an adoption, prevent the employee from providing the Board with this notice, the employee shall still be eligible for the leave and the employee shall provide the Board with notice as soon as possible.

Leave Commencement

19.3.4 Subject to 19.2.1, an employee may commence a parental leave at any time following the birth or adoption date. The parental leave must be completed within fifty-two (52) weeks of the birth or adoption date.

Notice of Return to Work

19.3.5 At least four (4) weeks prior to the end of the leave, an employee on parental leave shall notify the Board in writing:

- a) of the date of return to work, or
- b) of a change to the date of return to work.

ARTICLE 20 - LEAVE FOR UNION BUSINESS

- (1) Leave of absence with pay shall be granted to a maximum of three (3) Local representatives to conduct business on behalf of the Local, to meet with the Board or their designate in connection with matters of mutual interest, provided that prior approval has been granted by the Board or their designate.
- (2) Such paid leave shall not exceed an aggregate of ninety (90) hours per annum. The aggregate may be increased with Board approval.
- (3) In addition, leaves of absence for the purpose of attending functions as deemed necessary by the Local may be granted. Written requests shall be given by the Local to the Superintendent or his designate five (5) working days in advance, stating the employee's name and the time involved. The Board shall pay the individuals on such leave as per collective agreement and invoice the Local at the end of the month for which the time was lost.

ARTICLE 21 - SUBSIDIZED GROUP BENEFITS

- (1) When enrolment and other requirements for group participation in various plans have been met, the Board will sponsor such plans to the portion agreed upon, and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.
- (2) The Board shall pay eighty percent (80%) of the applicable premium rate for Extended Health Care for any employee who is employed more than forty percent (40%) of full-time (thirty five (35) hours per week).
- (3) The Board shall pay eighty percent (80%) of the premium for Life Insurance for any employee who is employed more than forty percent (40%) of full-time (thirty five (35) hours per week).
- (4) The employee shall pay one hundred percent (100%) of the premium for Extended Disability for any employee who is employed more than forty percent (40%) of full-time (thirty five (35) hours per week).
- (5) As a condition of employment, employees shall participate in the Local Authorities Pension Plan, and the life and disability plans provided under this Agreement.

- (6) The Board agrees to pay eighty percent (80%) of the premium for Dental Care for any employee who is employed more than forty percent (40%) of full-time (thirty five (35) hours per week).
- (7) Effective January 1, 2014, the Board will contribute annually, \$300.00 to a Health Spending Account (HSA) for any employee who is employed more than forty percent (40%) of full-time (thirty five (35) hours per week), that adheres to Canada Revenue Agency (CRA) requirements. The unused balance will be carried forward to the extent permitted by the CRA. Employees leaving the employ of the Board for any reason will forfeit any remaining balance.
- (8) The Board shall pay the Board's portion of benefits for ten month employees during the months of July and August.
- (9) The rebate that is refunded by the Canada Customs and Revenue Agency relative to the Employment Insurance rebate will be refunded to the Board and such funds shall be applied to the employer share of employee benefits costs.

ARTICLE 22 - BENEFIT ENTITLEMENT AND ACCUMULATION

- (1) Benefits contained in this Article, and elsewhere throughout the Agreement, accumulate and are retained on the following basis:
 - (a) Benefits will not continue to accumulate and continuity will be interrupted without loss of accumulated benefits during the following periods:
 - (i) Leaves of absence; paid or not paid; in excess of one month
 - (ii) Strikes or Lockouts
 - (iii) Paid sick leave greater than one month's duration
 - (iv) Non-paid sick leave
 - (v) When in receipt of extended disability benefits
 - (vi) Lay-off
 - (b) Benefits will not be interrupted and will continue to accumulate during the following periods:
 - (i) Leaves of absence; paid or not paid; under one month's duration
 - (ii) Compassionate Leave
 - (iii) Jury duty or court service
 - (iv) Paid sick leave less than one month
- (2) All benefits shall be lost to an Employee:
 - (a) On termination.
 - (b) If an employee fails to report for work after lay-off within five (5) days of the recall, unless approved by the Board.
 - (c) If an employee fails to report for work within forty-eight (48) hours after the expiration of any leave, unless approved by the Board.

ARTICLE 23 - DISCIPLINE OR DISCHARGE

An employee who has completed his/her probationary period may be dismissed only for just cause. Prior to the imposition of discipline or discharge, an employee shall be given the reason. The employee if he/she chooses at the time, has the right to have a representative of the Union present. Such employee and the Union shall be advised promptly in writing by the Board of the reason for such discipline or discharge. An employee who is discharged shall receive his/her termination entitlements immediately upon discharge from the Board.

ARTICLE 24 - GRIEVANCE PROCEDURE

- (1) A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement.
- (2) The time limits specified in the Grievance Procedure shall not include Saturdays, Sundays and Named Holidays. Time is of the essence although the time limits may be extended by the consent of both parties in writing.
- (3)
 - (a) Any aggrieved employee will submit the grievance in writing to the Union Grievance Committee or their delegate with a copy to the immediate supervisor.
 - (b) At each step of the grievance procedure, the griever(s) shall be present together with the Grievance Committee or their delegate.
- (4) An earnest effort shall be made to settle grievances fairly and promptly in the manner hereinafter described:

Step 1:

The griever, with the Grievance Committee, or delegate, will first seek to settle the dispute with the employee's immediate supervisor on an informal basis within (15) working days following the date of the occurrence, or the date the employee should reasonably have been aware of the occurrence, giving rise to the grievance. The supervisor shall have ten (10) working days to respond to the grievance.

Step 2:

Failing satisfactory settlement, and within five (5) working days after the response in Step 1 from the supervisor, the grievance may be submitted to the Superintendent or his delegate.

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

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

A meeting between the parties shall take place, with the decision of the Superintendent being rendered in writing within five (5) working days from the receipt of the submission at this step.

Step 3:

Failing settlement at Step 2, and within five (5) working days after receipt of the written response from the Superintendent in Step 2, the grievance may be submitted to the Chairman of the Board's Employee Relations Committee, or his delegate in writing as aforeto mentioned. A meeting between the parties shall take place with the decision of the Chairman (or delegate) being rendered in writing within fifteen (15) working days following receipt of the submission at this step.

Step 4:

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

- (5) If the Board's officers, as referred to in the preceding steps, fail to deliver a reply within the specified time limits, the grievance may be processed to the next step. If the Union fails to process a grievance to the next step within the time limits specified, it shall be considered abandoned by the grievor.
- (6) A discharge grievance or an Union grievance may be filed in writing within fifteen (15) days of the event giving rise to same and shall commence at Step No. 2.
- (7)
 - (a) A Board grievance may be filed in writing within ten (10) days of the event giving rise to same and shall be submitted to the Union's Local President.
 - (b) Failing settlement in (a), either party may submit the grievance to arbitration as hereinafter provided.

ARTICLE 25 - ARBITRATION

- (1) Any dispute of grievance that has been processed through all steps of the Grievance Procedure and is in accordance with the time limits specified (unless time limit changes were agreed to), may be referred to a Board of Arbitration as hereafter outlined.
- (2) Either party who feels a satisfactory settlement has not been reached may within five (5) working days (not including Saturdays, Sundays or Named Holidays) of receipt of the decision of the Chairman of the Board's Employee Relations Committee with respect to the employee(s) grievance, or the decision of the Union in respect to the Board's grievance, request the formation of a Board of Arbitration, by notifying the other party in writing by registered mail of its desire to arbitrate, at the same time submitting the name of the person nominated by them to be their appointee on the Board.
- (3) Within five (5) working days (not including Saturdays, Sunday, or Named Holidays), the party receiving the above notice shall notify the above appointee and the other party of its appointee to the Board.

- (4) The two (2) appointees so selected shall, within a period of five (5) working days (not including Saturdays, Sundays or Named Holidays), select a third person to act as Chairman, or if the appointees fail to agree on a third person to act as Chairman within five (5) working days (not including Saturdays, Sundays and Named Holidays), the appointments shall be made by the Minister of Labour upon the request of either the Board or the Union except that with the consent of both the Board and the Union, time limits as above specified may be extended for such times as are agreed to by the Board and the Union in writing.
- (5) The Arbitration Board shall hear and determine the difference and shall issue an Award in writing. The decision of the Board is final and binding upon the parties and upon any employee affected by it. The decision of a majority of the Board members is the Award of the Arbitration Board, but if there is no majority, the decision of the Chairman governs and it shall be deemed to be the Award of the Board.
- (6) Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two parties shall bear equally the expenses of the Chairman.
- (7) The Arbitration Board:
 - (a) Shall not have power to alter or amend any provision of the Collective Agreement, or to substitute any provision or to give any decision inconsistent with the terms of this Agreement;
 - (b) Shall have jurisdiction to determine whether the grievance presents an arbitrable issue;
 - (c) Is limited in its jurisdiction to dealing only with the matters specifically raised in the grievance.
- (8) Where the Board decides that an employee has been suspended or dismissed unjustly, the Arbitration Board:
 - (a) May direct the Board to reinstate the employee and pay to the employee a sum equal to his/her wage loss and benefits by reason of his/her suspension or dismissal, less any monies earned by the employee during his/her period of suspension or dismissal, or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable.
 - (b) May make such other directives varying the penalty as it considers fair and reasonable having due regard to the terms of the Collective Agreement.
- (9) The Arbitration Board shall conduct its hearings within fourteen (14) days of the appointment of the Chairman.
- (10) The written Award of the Board of Arbitration shall be given to the parties within fourteen (14) calendar days following completion of the hearing.

ARTICLE 26 - NO LOCKOUT, NO STRIKE PROVISION

- (1) If an employee shall engage in any illegal strike, slowdown or stoppage of work during the life of this Agreement, the Board shall inform the Union and the Union shall instruct him/her to return to his/her work and perform his/her duties and resort to the Grievance Procedure established herein for the settlement of any grievance. If the employee does not return immediately to work and perform his/her usual duties, he/she shall then be considered to have terminated his/her employment with the Board.
- (2) The Union agrees that during the life of this Agreement, it will not authorize any slowdown, stoppage of work, picketing of the Board's premises, refusal to perform work, or strike, and no employee shall be involved in such action.
- (3) The Board agrees that during the life of the Agreement, it will not sanction, authorize or encourage any lockout.

ARTICLE 27 - TERM OF AGREEMENT

- (1) This Agreement takes effect from September 1, 2012 through August 31, 2015 and shall continue from year to year thereafter unless notification of desire to amend or terminate be given by either party.

It is understood that the negotiation of this provision also includes the right to strike and lockout, only in respect to this provision, and as provided under the Labour Relations Code of the Province of Alberta.

- (2)
 - (a) Either party to this Agreement shall give the other notice in writing of intent to negotiate amendments or to renew this Agreement in accordance with the provisions of the Labour Relations Code, with the earliest date of issuing notice being 210 days.
 - (b) The parties may mutually agree to expand the amendments sought after the first meeting.
- (3) If neither party submits notice as per clause (2), this Agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given as per clause (2).
- (4) The wording and figures contained in the Articles and Schedules of this Agreement shall not be changed by either party, except through mutual agreement.
- (5) Effective September 1, 2012, salary grid shall be as per Schedule A.
- (6) Notwithstanding Article 28, this Agreement shall remain in effect:
 - (a) during the period that negotiations between the parties for a revised or renewed Collective Agreement are in progress but where not completed by the termination date, and
 - (b) until the collective bargaining procedures, pursuant to the Labour Relations Code, have been completed.

ARTICLE 28 - CONTINUATION OF ACQUIRED RIGHTS

All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation shall invalidate or disallow any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges, and obligations of the parties shall remain in existence.

ARTICLE 29 - COPIES OF AGREEMENT

The Union and the Board desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Board shall print, at its own cost, sufficient copies of the agreement in booklet form within thirty (30) days of signing.

ARTICLE 30 - TRAINING

- (1) Employees who are required by the Board to take training courses will be reimbursed for 100% of the cost of training courses upon presentation of receipts and successful completion of the courses material.
- (2) Employees may take other courses and will be reimbursed at fifty percent (50%) of the cost of tuition of the course, plus a maximum of \$25.00 per course text, with approved receipts, providing that such courses are related to work, approved in advance by the Board or designate and are presented for claim with appropriate receipts and evidence of successful completion of course material.
- (3) If an employee resigns from the employ of the Board after less than one year after completing a course for which that employee has received a course reimbursement:
 - (a) If the course cost is less than \$500, the Board will request repayment of the reimbursement and deduct the repayment from the employee's last pay cheque.
 - (b) If the course cost is greater than \$500, the Board will request repayment of the reimbursement by equal monthly installments, the number of such installments to be determined by the Board.

ARTICLE 31 - DATE OF AGREEMENT

IN WITNESS THEREOF, The parties hereto executed this Agreement this _____ day of _____, 2013 by affixing the signatures of their proper officers on their behalf.

**On behalf of the Elk Island Catholic
Separate Regional Division No. 41:**

CHAIRMAN

SECRETARY-TREASURER

On behalf of Unifor, the union, Local 71 :

CHAIRMAN

NEGOTIATING MEMBER

NEGOTIATING MEMBER

NEGOTIATING MEMBER

SCHEDULE "A"							
September 1, 2010 to August 31, 2011*							
Pay Group	0-12 mo.	2	3	4	5	6	7
1	16.90	17.51	18.05	18.93	19.75	20.63	21.67
2	17.86	18.65	19.33	20.04	20.86	21.73	22.73
3	19.33	20.05	20.86	21.72	22.59	23.71	24.86
4	20.86	21.72	22.59	23.67	24.63	25.78	27.07
5	22.38	23.22	24.37	25.64	26.96	28.32	29.77
6	23.38	24.25	25.46	26.76	28.15	29.61	31.09

* represents an increase of 0.0% on September 1, 2012 to August 31, 2015 salary grid.

ANNUAL COMPENSATION FOR FULL-TIME EMPLOYEES IS BASED ON:

7 Hours/Day x Hourly Rate x (School Operational Days + Annual Vacation Entitlement + Named Holidays during School Operational Period)

A wage re-opener can occur at anytime during the term of this agreement if the Provincial Government increases the Base Instructional Grant for Education.

SCHEDULE "B"

PAY GROUP	CLASSIFICATION IN GROUP
1	School Assistant I (Classroom Support) Cafeteria Worker
2	School Assistant II (Office Support)
3	Educational Assistant Level II - Uncertified Secretary I Library Technician Laboratory Technician Level I Cafeteria Assistant
4	Educational Assistant Level II - Certified Program Assistant (Does not meet minimum requirements) Secretary II Accounts Clerk I Transportation Assistant Level I Laboratory Technician Level II
5	Program Assistant Educational Assistant Level III (Does not meet minimum requirements) Accounts Clerk II
6	Educational Assistant Level III Transportation Assistant Level II Student Services Assistant

LETTER OF UNDERSTANDING #1

**LETTER OF UNDERSTANDING - OUR LADY OF MOUNT PLEASANT MODIFIED
SCHOOL CALENDAR**

Between

**THE BOARD OF TRUSTEES OF THE ELK ISLAND CATHOLIC SEPARATE REGIONAL
DIVISION NO. 41, herein called the "Board"**

and

UNIFOR, THE UNION, LOCAL 71, herein called "Support Staff"

Given that the Board has approved a modified school calendar for Our Lady of Mount Pleasant School (OLMP), the parties recognize that the following shall apply to Unifor, the union, members at OLMP for the Term of this Agreement as applicable and can be re-evaluated at the end of each school term.

Collective Agreement Amendments

As the modified calendar will require the Support Staff at OLMP to work a fewer number of days than would be the case under a "regular" school calendar (the calendar applicable to the other Elk Island Catholic SRD No. 41 Support Staff members), the parties acknowledge that the following collective agreement articles/clauses need to be adjusted accordingly.

ARTICLE 8 – LAY-OFF AND RECALL

- (1) (a) The Board will notify employees, who are to be temporarily laid-off, fourteen (14) calendar days prior to the lay-off period, or grant ten (10) days' pay in lieu of notice. This provision shall not apply to ten-month employees who are laid off at the end of the operational year and who are expected to return to work at the beginning of the next operational school year.

ARTICLE 11 - HOURS OF WORK

- (1) The normal number of hours worked in a day shall be 8.35 hours per day, excluding those five (5) day operational weeks as well as the meal period which will be scheduled by the Board. Wherever possible, hours of work shall be continuous.

ARTICLE 12 - OVERTIME

- (1) Overtime is:
 - (a) All time authorized by the Board and worked by the employees in excess of the normal 8.35 hours per day, excluding those five (5) day operational weeks as well as "tag-end-time" of less than fifteen (15) minutes at the end of a work period, which is not paid for.

ARTICLE 13 - SALARIES

- (7) When an employee temporarily relieves in or performs the principal duties of a higher paying position within the bargaining unit, for a period of four (4) consecutive working days, he/she shall be paid the regular rate of pay established for the higher position for the whole of the relief period.

ARTICLE 14 – NAMED HOLIDAYS

Full-Time employees shall be entitled to 70 hours of Named (stat) Holidays based on 10 stat holidays at 7 hours per day. Part-time employees shall be pro-rated.

ARTICLE 15 - VACATION

All vacation shall be converted to an average of 35 hours per week for a full-time FTE and pro-rated based on a part-time FTE. (Usage at 7 hrs. per day)

ARTICLE 16 - SICK LEAVE

- (8) No sick leave credits will be paid for an illness that occurs during an employee's scheduled or approved vacation period until the vacation period has expired, unless all of the following criteria are met:
- (a) the absence is for four or more consecutive working days;

ARTICLE 18 - COMPASSIONATE LEAVE

- (1) In the event of the death of a father, mother, legal guardian, wife, husband, child, brother, sister, grandparents or grandchildren, father-in-law or mother-in-law, brother-in-law or sister-in-law, daughter-in-law or son-in-law, aunt or uncle of an employee, bereavement leave with regular pay will be provided as follows:
- (b) Up to four (4) working days to attend a funeral outside of the Province of Alberta.

SCHEDULE "A"

ANNUAL COMPENSATION FOR FULL-TIME EMPLOYEES IS BASED ON:

8.35 Hours/Day x Hourly Rate x (School Operational Days + Annual Vacation Entitlement + Named Holidays during School Operational Period)

It is understood that this Letter of Understanding is applicable to the circumstances pertaining to Our Lady of Mount Pleasant School modified calendars. Should the Board elect to continue this practice in the subsequent school year, the terms and conditions of this Letter of Understanding will remain in effect, subject to amendments as required by variation in calendar days or other factors as outlined within. However, either party may reopen this Letter of Understanding by providing the other party written notice of its intent to do so. The parties agree to meet in this regard, within thirty calendar days of the submission of the notice to reopen.

LETTER OF UNDERSTANDING #2

Between
THE BOARD OF TRUSTEES OF THE ELK ISLAND CATHOLIC SEPARATE REGIONAL
DIVISION NO. 41, herein called the “Board”
and
UNIFOR, THE UNION, LOCAL 71, herein called “Support Staff”

The following provisions shall apply only to Educational Assistants. Articles 5, 8, 10, 11, 13, 21 and Schedule “B” may supersede the collective agreement.

Given the parties have agreed to the following, this Letter of Understanding will be in effect March 1, 2013 to February 28, 2014 and can be re-evaluated by either party as required.

Levelling of Educational Assistants

1. It is understood that there will be two Educational Assistant pools:

Educational Assistant II
Educational Assistant III
2. The Educational Assistant II pool will be classified as follows:

Educational Assistant II – Uncertified (Pay Group 3)
Educational Assistant II – Certified (Pay Group 4)
3. The Educational Assistant III (Pay Group 6) pool will be formed through an application process established by Human Resource Services.

Recall

1. Student Services will identify the students’ needs in each school as well as the allocation available to meet those needs.
2. A Liaison Committee (consisting of Student Services, Human Resource Services and two (2) representatives of the Local) will tentatively place Educational Assistants from each of the pools simultaneously in the available positions according to their seniority, skills and ability within their current school. The least senior employees within the building will be reassigned if necessary.
3. Educational Assistants not placed in a position will be put on the Layoff/Recall list. Educational Assistants from the Educational Assistant III pool not placed in an Educational Assistant III position will be placed in an Educational Assistant II position according to their seniority, skills and ability.
 - (a) Educational Assistants from the Educational Assistant III pool not placed in an Educational Assistant III position will be considered for any future Educational Assistant III positions that may come up during the year according to their seniority, skills and ability.

- (b) Educational Assistants who have held an Educational Assistant III designation for the last three consecutive years and are reduced to an Educational II position will be “red circled” at their current pay rate for the next school year provided they do not decline an Educational Assistant III position.
- 4. Student Services and Human Resource Services will meet with the principals and give them the list of Educational Assistant placements for their school. The principal will meet with each Educational Assistant and discuss the position and hours of work. Educational Assistants will have forty eight (48) hours to notify the principal, whether they accept or decline the position (not notifying will be considered a refusal).
 - (a) The Educational Assistant accepts the recall position and Human Resource Services is notified by the principal. A letter confirming the recall is sent to the Educational Assistant.
 - (b) The Educational Assistant declines the recall position and is placed on the Layoff/Recall list in order of seniority.
- 5. All vacant Educational Assistant positions, after the recall process, will be posted for three (3) working days on the EICS website. Postings will include hours of work and location. Educational Assistants from the Layoff/Recall list can apply electronically by e-mail to apply@eics.ab.ca.
- 6. The Board will fill the positions according to their seniority, skills and ability within two (2) working days.
- 7. Any vacant positions posted during the month of August will be posted for five (5) days on the EICS website. Postings will include hours of work and location. All Educational Assistants can apply electronically by e-mail to apply@eics.ab.ca
- 8. The Board will fill the positions according to their seniority, skills and ability within two (2) working days.
- 9. Any positions not filled internally may be posted externally.
- 10. Positions or additional hours that become available in September may be assigned to existing part-time Educational Assistants in the building according to their seniority, skills and ability.
- 11. Any remaining positions will be posted for two (2) working days on the EICS website. Postings will include hours of work and location. Employees from the Layoff/Recall list can apply electronically by e-mail to apply@eics.ab.ca.
- 12. The Board will fill the positions according to their seniority, skills and ability within two (2) working days.
- 13. Throughout the school year, any additional allocations of 15 hours or less per week may be assigned to existing part-time Educational Assistants in the building according to their seniority, skills and ability.

14. Educational Assistants that have not applied for or accepted a position within one school year will be deemed to have resigned.
15. Educational Assistants who are required to participate in parent teacher interviews shall receive time in lieu on an hour to hour basis (overtime rates will not apply). The time in lieu is to be used on specified "Day in Lieu of Interviews" as per the school calendar.
16. The Board will deem a full-time assignment for an Educational Assistant to be six and one half (6.5) hours per day (thirty two and one half (32.5) hours per week).
 - (a) Additional hours worked over the six and one half (6.5) hours per day will be paid as per Article 11 (7).
 - (b) Overtime will be paid in accordance with Article 12.

New Classifications

1. A Joint Classification Review Committee consisting of two representatives from the Local and two representatives from the Board will meet to prior to establishing any new classifications or amending existing classifications.

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