

COLLECTIVE AGREEMENT

Between

ELK ISLAND CATHOLIC SEPARATE REGIONAL DIVISION #41

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1961

SEPTEMBER 1, 2017 - AUGUST 31, 2020

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PURPOSE

WHEREAS the purpose of the Elk Island Catholic Separate Regional Division #41 is to:

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

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.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - INTERPRETATION & DEFINITIONS

- 1. "Union" shall mean the Canadian Union of Public Employees Local 1961.
- 2. "Employer" and/or "Board" shall mean the Elk Island Catholic Separate Regional Division #41 and include such Officers as the Board may from time to time appoint or designate to carry out administrative duties in respect of the operation and management of the Board or in respect of the administration of the Agreement.
- 3. "Casual employee" is one who is hired to work occasionally on an "on call" basis.
- 4. A "permanent part-time employee" is one who is hired for regularly scheduled shifts, whose hours of work are less than 40 hours per week.
- 5. The feminine gender shall mean and include the masculine and similarly the singular shall include the plural and vice versa as applicable.
- 6. "Permanent full-time employee" shall mean one who is regularly scheduled to work the full prescribed hours as specified in the Hours of Work.
- 7. A "probationary employee" shall mean and include any full-time or part-time employee in his probationary period.

8. A "temporary" employee shall mean an employee hired for a definite term, where the length of the temporary vacancy is known in advance and is in excess of 25 days in duration.
9. A "trial" employee shall mean an employee who has passed probation and who is serving a trial period pursuant to a promotion.
10. Continuous service shall mean continued employment without a break of employment with the employer.
11. Seniority is defined as the length of *continuous* service within the bargaining unit from the date on which the employee commenced continuous service and has since continued as a permanent full-time or part-time employee. Upon achieving a permanent position, a temporary / casual shall have all of their hours worked credited back to them from their most recent date of hire as a temporary / casual employee.
12. Zones are defined as one of three geographic areas in which schools are classified:

Vegreville

Camrose

Fort Saskatchewan/Strathcona County/Sherwood Park

ARTICLE 2 - TERM OF AGREEMENT

1. This Agreement takes effect on September 1, 2017 and continues in full force and effect until August 31, 2020. 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 expiration date of this Agreement, a notice in writing of its intention to commence collective bargaining with a view to striking a new Agreement, according to the requirements of the Alberta Labour Relations Code. This Agreement shall continue in full force and effect until a new Agreement is concluded.
2. This Agreement shall not be changed by either party, except through mutual agreement in writing.

ARTICLE 3 - BARGAINING UNIT

1. The Board recognizes the Canadian Union of Public Employees Local 1961 as the sole and exclusive bargaining agent for all employees as described in the Alberta Labour Relations Certificate No. 73-99 and all amendments thereto, comprising of all custodial and maintenance employees, save and except the Supervisor of Maintenance and all employees above the rank of Supervisor, and hereby consents and agrees to negotiate with the Union, as required by the terms of this Agreement.
2. Union business may take place during an employee's working hours and/or on any of the employer's premises with prior permission by the employer.
3. Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work any jobs which are included in the bargaining unit, except for the purposes of instruction or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or the pay of any employee.
4. No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representatives which conflict with the terms of this collective Agreement.
5. CUPE Local 1961 reserves the right to submit emergency items up to and including the first day of formal negotiations.

ARTICLE 4 - MEMBERSHIP & DUES DEDUCTIONS

1. Membership in the Union is voluntary, however, once an employee becomes a member in good standing, he shall remain a member of the Union in good standing, according to the by-laws and constitution of the Union.
2. There shall be no discrimination by the Employer or the Union against an employee because of membership or non-membership in the Union.
3. As a condition of employment, each employee shall authorize the Board in writing to deduct regular monthly dues. The deduction will be made from the last pay in a month and remitted to the Secretary-Treasurer of the Union on or before the fifteenth (15th) day of the following month.

The Employer shall also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

4. Dues will be deducted from an employee so long as he is receiving salary from the Board.

ARTICLE 5 - MANAGEMENT RIGHTS & RESERVATIONS

1. The management of the school division, and the direction of the 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 limited by the terms of this Agreement. These rights shall be exercised in a fair and reasonable manner.

ARTICLE 6 - GOVERNMENT LAWS

1. Where any provisions of this Agreement have been declared legally invalid or inoperable, unless prohibited from doing so by law or court order, within thirty (30) days' notice of either party to this Agreement upon the other, the parties shall commence negotiations, the purpose of which shall be to provide compensation of equivalent value by legally replacing such provision. In the event that such negotiations do not result in agreement upon a replacement for such provision within fifteen (15) days of commencement of negotiations, or such longer period as may be mutually agreed upon between the parties, the matter shall be resolved in accordance through arbitration as hereinafter provided.

ARTICLE 7 - COMMITTEES & REPRESENTATIVES

1. No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers.
 - (a) The Board recognizes the Committees as hereinafter described.
2. Negotiating Committee - A maximum of three (3) employees, who at the discretion of the Union, may have the assistance of counsel.
3. Grievance Committee - Two (2) employees, in addition to the grievor, shall deal with a grievance up to Step 2 of the Grievance Procedure.

- (a) In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting his grievance in accordance with the grievance procedure, providing this shall not interfere with their normal duties.
 - (b) The Union shall notify the Employer in writing of the name of each Steward and the department(s) or division he represents and the name of the Chief Steward, before the Employer shall be required to recognize him. The Union shall notify the Employer, in writing, of the names of the Union Grievance committee.
4. Joint Committee - Representatives of the Board's Employee Relations Committee and the Union, but limited to three (3) of each, is established to deal with matters of mutual concern, including health and safety items, which may arise from time to time. The Committee shall meet at least twice during the school term, with the dates being determined by the parties.
- (a) Matters pertaining to negotiations or grievances are not part of this Committee's mandate, nor can the Committee bind either party. The discussions are without prejudice to the Board and the Union.
5. A representative of the Union who is not an employee of the Board, may enter the premises of the Board after first receiving permission from the office of the Superintendent. The operations of the Board shall not be interfered with by the representative while on Board property.
6. Employees serving on the Negotiating Committee, and where meeting with the Board, shall not lose any pay for the meetings which occur during regular working hours. The Board will bill the Local on an hourly basis for the total number of hours employees spent on the meetings. No pay shall be forthcoming for meetings held outside the regular working hours.
7. Employees serving on the Grievance Committee, or the Joint Labour Management Committee, and where meeting with the Board, shall not lose any pay for the meetings which occur during regular working hours. No pay shall be forthcoming for meetings held outside the regular working hours.

ARTICLE 8 - CORRESPONDENCE

1. Correspondence between the Board and Union shall be directed to the Superintendent or designate and President of the Local or designate.

ARTICLE 9 - NEW CLASSIFICATIONS

1. If the Board creates a new position within any group covered by the certification which may not be included in the salary schedule in this Agreement, it shall establish the salary structure and then give written notice to the Union within ten (10) working days from the date of the aforementioned establishment.
2. If the Union fails to object in writing within thirty (30) calendar days of receipt of the notice from the Board, the salary structure shall be considered established.
3. If the Union objects to the salary structure established by the Board and by negotiation succeeds in revising the salary structure, the revised salary structure shall be retroactive to the date the new position was implemented.
4. Failing resolution of the matter by negotiation, it may be referred to Arbitration, by either party.
5. Classifications which have been abandoned shall remain part of the Agreement.
6. Under no circumstances shall the Board deal with individual reclassification proposals without first involving CUPE Local 1961.

ARTICLE 10 - TRANSFERS, PROMOTION & APPOINTMENTS

1. A transfer means a lateral permanent move in the bargaining unit, within the classification, or to an equivalent position, at no loss of pay. The employee will submit a transfer request to the employer on or before May 1st. The employer will review and respond to transfer requests, in writing, by May 31st.
2. A promotion means a vertical move to a higher paid classification contained in this Agreement, and similarly, a demotion means a vertical move to a lower paid classification contained in this Agreement.
3. An appointment means a vertical move to a supervisory position, out of the scope of this Agreement. Such appointees rely solely on the policy or other agreements relating to the position, and are not subject to the provisions of this Agreement.
4. In filling vacant posted positions, the determining factors shall be seniority, relevant skill, training, knowledge, efficiency and abilities related to the position.

5. When a temporary position, a vacancy or a new position is created within the bargaining unit, the employer shall notify the Union in writing and post notice of the position within twenty-five (25) working days of the position becoming vacant or being created. The Employer will post the position electronically and email all members the posting. The posting will be open for a minimum of five (5) working days in order that all members will have an opportunity to make written application. In the event a permanent position has become vacant and has not been filled within twenty-five (25) working days of the vacancy, the union upon request to Central Office shall receive a summary of the status of the competition and reasons for the delay in filling the position.
 - (a) Such notice for positions within the bargaining unit shall contain the following information: Nature of position, qualifications, hours of work, initial posting location and wage in accordance with the Collective Agreement.
 - (b) No outside advertisement for any vacancy within the bargaining unit shall be placed until the applications of present employees have been considered.
 - (c) Exceptions to this clause may be made upon mutual agreement between the Board and the Union.

ARTICLE 11 - PROBATIONARY PERIOD

1. Any new employee appointed to a position included in this Agreement shall serve a probationary period of six (6) continuous months. All employees shall have their employment reviewed on the completion of the first three (3) month period. Such review will be conducted by the Director of Facility Services or designate in consultation with the Principal. A further review will be conducted prior to the probationary employee successfully completing the six (6) month probation. The Local Union President, or his/her designate, may request to be present.
 - (a) 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 probationary period.
 - (b) 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.
2. An employee who has previously completed a probationary period with the Board, and who has terminated his service, is required to serve a three (3) month probationary period, providing his absence from service is more than one (1) year.

ARTICLE 12 - SENIORITY: BARGAINING UNIT

1. Seniority for a permanent full-time and permanent part-time employee shall be used to bid on a posted position in any of the three zones.
2. Seniority will continue to accrue during:
 - (a) periods of sick leave up to one (1) year;
 - (b) leave of absence up to one (1) month;
 - (c) Workers' Compensation leaves up to one (1) year;
 - (d) compassionate leave;
 - (e) jury duty and court service;
 - (f) vacation period;
 - (g) long-term disability up to a maximum of one (1) year.

Note: Should an employee be absent for a period longer than what is shown, their seniority will be frozen at the end of this period and will commence to accrue upon their return to work within the bargaining unit.

3. Seniority shall not accrue during:
 - (a) Periods of lay-off;
 - (b) Suspension for discipline not reversed by grievance procedure;
 - (c) Absences without approval;
 - (d) For periods of service outside the Bargaining Unit notwithstanding 2(d) above;
 - (e) Periods of overtime;
 - (f) Leave of absences, without pay, over one (1) month.
4. 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, except in the case of Article 13.5 (a);
 - (d) Upon retirement;
 - (e) Periods of lay-off longer than 12 months.

5. **Seniority List**

The Board shall maintain a seniority list showing seniority of employees in accordance with Article 12.1. An up-to-date seniority list shall be sent to the President of the Union by April 1 of each year.

ARTICLE 13 - LAY-OFF & RECALL

1. Lay-off is not a normal occurrence but may be necessary in certain circumstances.
2. The Board will notify employees, who are to be laid-off fourteen (14) working days prior to the lay-off period, or grant fourteen (14) days' pay in lieu of notice.
3. In the event of a staff reduction or school closure, affected employees will have the right to displace the least senior employee in the same classification. If the employee chooses not to bump the least senior employee, the employee shall be laid off.
4. 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. Recalled employees, upon return to work, shall retain their previous seniority and accumulated sick leave credits.
5. In the event the Employer is unable to contact the employee personally, recall shall be deemed to have been carried out five (5) working days after receipt of a registered letter to the last known address of the employee as shown on the Employer's records and if returned to the Employer, recall shall be deemed to have been carried out.
 - (a) An employee who does not return from lay-off as required, shall be considered having terminated his employment with the Board unless the work offered is outside of their zone.

ARTICLE 14 - DISCHARGE AND DISCIPLINE

1. An employee who has completed his probationary period may be discharged only for just cause.
2. An employee, at any meetings with the Board, where he is to be reprimanded or disciplined, shall have the right, if he chooses at the time, to have a representative of the Union present.
3. Prior to the imposition of discipline or discharge, an employee shall be given the reasons for such action.
4. The employee shall be advised promptly in writing by the Board of the reasons for such discipline or discharge and a copy provided to the Union (local).
5. An employee who is discharged for just cause shall receive his termination entitlements immediately upon discharge from the Board.

6. All documents placed in an employee's file will be placed with the knowledge of the employee. An employee shall have the right to have access to and to review his/her personal file, with or without a representative of the Union, at a time that is mutually agreed upon.
7. All letters of reprimand, warning or disciplining shall be removed from an employee's file three (3) years from the date of issue provided that there has not been any other discipline in the interim. This shall not apply in the case of a criminal offence.
8. Each employee shall have the right to receive a copy of his/her performance job evaluation.
9. The employee shall have the right to respond, in writing, to any document contained in his/her personnel file, such a reply becoming part of the permanent record.

ARTICLE 15 - HOURS OF WORK

1. It is understood that the working hours will be arranged on the general principle of five (5) days - forty (40) hours working week, Monday to Friday, inclusive wherever possible. The regular work day for caretakers and maintenance employees shall not commence before 7:00 a.m. nor finish later than 5:30 p.m. for the day shift with up to one hour off for lunch. The afternoon shift shall not commence before 2:30 p.m. nor finish later than 11:30 p.m. with a half hour off for lunch.
2. An employee shall be permitted a rest period of fifteen (15) consecutive minutes, both in the first half and the second half of a shift. An employee working four (4) hours or less shall be entitled to one such rest period.
3. No employee shall work a combination of a day shift and afternoon shift in the same day (as defined in Article 15.1) unless mutually agreed between the employer and the employee.
4. Temporary amendment to this Article may be made by mutual agreement between the employer and the Employee and the Union.

ARTICLE 16 - OVERTIME

1. Overtime is:
 - (a) All time authorized by the Employer and worked by the employee in excess of the normal eight (8) hours per day.
 - (b) There shall be no pyramiding of extra or overtime hours in the calculation of this pay, and all overtime worked shall be paid at the rate of double time the employee's wage rate.
2. Overtime hours shall be authorized in such manner and by such persons as is directed by the Board.
3. Overtime will be paid at the rate of two times (2X) the employee's basic hourly rate. An employee, provided arrangements satisfactory to the Board and the employee are mutually agreed upon prior to the working of such overtime, may opt to take time off in lieu of overtime at the equivalent rate up to 40 hours.
4. An employee who is called into work outside his/her regular working hours, shall be paid at the overtime rate of two times (2X) the employee's basic hourly rate or the minimum call-out rate of three (3) hours, whichever is greater. Employees called into work one and one half (1.5) hours or less prior to their regular start time shall be paid at the overtime rate of two times (2X) the employee's basic hourly rate.
5. An employee working ten (10) continuous hours per day, shall be entitled to a meal allowance to a maximum of fifteen dollars (\$15.00), and is required to provide a receipt for the meal.
6. An employee designated by the Board as being "on-call" shall receive a premium of one (1) hours pay at the employee's basic hourly rate for each day that they are designated as "on-call". The employee may opt to take time off in lieu of pay.
7. A maximum of forty (40) hours banked time in lieu may be carried over from one school year to the next school year.
8. The assignments shall be on a rotating basis.

ARTICLE 17 - SALARIES

1. The basic salary scales as set out in Salary Schedule A which is attached to and form part of this Agreement, shall be applicable to all employees covered by this Agreement on the dates and years indicated.

2. Provisions of the Agreement in respect of salary, sick leave benefits, vacations, and statutory holidays and all other benefits, shall be applicable to part-time employees on a pro-rate basis and shall receive each year only that proportion of salary and benefits that their period of actual service in the year bears to a year of full time service.
3. Each employee shall receive their net monthly salary paid by direct deposit once monthly on the second last banking day (not including Saturday) of each month.

ARTICLE 18 - 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 |

and any other day proclaimed as a holiday by the Provincial Government or the Federal Government.

- (a) In addition to the foregoing, employees will be granted one additional day off during the Christmas break period. Scheduling of the time to be taken off will be pre-approved by the supervisor.

If the government should rescind any named holiday, such named holiday would be immediately rescinded from the list of Named Holidays defined in this Article as mutually agreed upon.

2. An employee will not be eligible to a Named Holiday or pay for Holiday:
 - (a) When the employee has absented himself from work without the consent of the Employer on either the last regular scheduled working day immediately preceding, or the first regular scheduled working day immediately following the Named Holiday.
 - (b) When a Named Holiday falls within a period of paid leave (other than vacation) or non-paid leave, the Named Holiday will be considered as part of that leave and will not be granted again at the end of such leave.

3. Where a Named Holiday falls during an employee's designated vacation period, an extra day with pay will be granted to be taken in conjunction with his vacation period.
4. When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

ARTICLE 19 - VACATIONS

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.
2. Vacation credits for a full-time employee will be earned on the basis of each calendar month of service as follows:
 - (a) starting with his/her appointment – 1.25 days per calendar month of service (i.e., 15 work days every 12 calendar months of service); and
 - (b) upon completion of 84 calendar months (7 years) of service – 1.67 work days per calendar month of service (i.e., 20 work days every 12 calendar months of service); and
 - (c) upon completion of 180 calendar months 15 years of service – 2.08 work days per calendar month of service (i.e., 25 work days every 12 calendar months of service).
 - (d) upon completion of 300 calendar months 25 years of service – 2.5 work days per calendar month of service (i.e., 30 work days every 12 calendar months of service).

Permanent part-time employees shall receive the same vacations as full-time employees on a pro-rated basis.

3. Seniority shall be considered where there is a dispute regarding preference for the time when vacations are to be taken.
4. Except on terminations, pay in lieu of vacation time will not be permitted.
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 the Alberta Labour Act and Regulations thereto.

6. The employee will submit a vacation request to the employer on or before April 1st. The employer will review and respond to vacation requests, in writing, by April 30th.

ARTICLE 20 - SICK LEAVE

1. Sick leave is the period of time an employee is permitted to be absent with full pay due to sickness, disability, quarantine or accident not covered by the Workers' Compensation Act.
2.
 - (a) Sick leave shall be earned by an employee at the rate of two (2) working days per month for each month worked.
 - (b) Employees hired before September 1, 2014 shall accrue to and from July 1st, one hundred percent (100%) of all unused sick leave to an accumulation maximum of one hundred and seventy five (175) working days.
 - (c) Employees hired after September 1, 2014 shall accrue to and from July 1st, one hundred percent (100%) of all unused sick leave to an accumulation maximum of one hundred (100) working days.
3.
 - (a) A certificate may be required from a qualified medical practitioner for sickness of three (3) consecutive days or less at the discretion of the Superintendent or designate. The Board shall pay all costs associated with obtaining the certificate. Weekends and statutory holidays shall not be included as days of illness under this section.
 - (b) A certificate from a qualified medical or dental practitioner must be submitted for illness in excess of three (3) working days.
 - (c) Prior to a return to work for an illness or injury in excess of fourteen (14) calendar 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.
 - (d) A certificate be submitted from the medical officer of health in the case of a quarantine.
4. The Board reserves the right to require a medical examination by a physician of their choice before paying any salary under the provisions of sick leave.
5. Accumulated sick leave benefits are not used up when an employee is on Workers' Compensation or disability benefits.

6. Sick leave shall be substituted for vacation leave where medical evidence can be produced that an illness or accident occurred on vacation.
7. Salary and benefits shall not be paid by the Board once an employee is accepted for a Long Term Disability benefit claim.
8. An employee may use up to ten (10) days per year of his/her sick leave in order to care for his/her sick child, spouse or parent.
9. If an employee receives sick leave benefits because the employee has been injured through the fault of another party, the Board has subrogation rights. This means the employee may be required to make a claim to recover the amount of these benefits from the other party. Depending on the amount of the outcome of the employee's claim the employee may be obliged to reimburse the Board for any benefits which have been paid or will be paid to the employee.

ARTICLE 21 - LEAVE OF ABSENCE

1. A leave of absence is a written authorization for an employee to be absent from work with or without pay for a definite period of time which has been approved in advance by the Board. The period of time is not to exceed one year.
2. All requests for leave shall be made electronically following current administrative practice at least one 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 becomes aware of the situation which prompted the request for leave. The employer will review and respond to requests for leaves of absence, within ten (10) working days from receipt of the request.
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 position.
4. In non-medical, personal leaves of absences for periods of greater than six (6) months, the Board may find it necessary to fill the vacancy created on a permanent basis. In this event, the employee on an extended leave greater than six (6) months, shall be offered the first position available in the classification held by the employee before the granting of the leave.
5. Additional leave with or without pay may be granted by the Board at the request of an employee.

6. Subject to operational requirements, as determined by the Superintendent or designate, an employee may access temporary leave of absence of up to two days per year with pay.
7. Union representatives duly appointed to attend functions such as conventions, union-related educational seminars and meetings, shall upon application to the Board, be granted leave of absence without pay. These requests shall not be unreasonably denied.
8. An Employee who is elected or selected for a full-time position with the Union shall be granted a leave of absence without loss of seniority for a maximum period of one (1) year. Employees requiring such leave of absence shall give at least thirty (30) days' notice in advance and shall also give thirty (30) days' notice of intent to return to employment with the Employer.

ARTICLE 22 - TRAINING

1. The Board may grant a leave of absence with or without pay and/or tuition fees, for courses taken by employees provided that:
 - (a) the courses are approved by the Board or its designate as being pertinent to the employees role in the system and
 - (b) the courses are successfully completed.
2. Employees who are required by the Board to take training courses will be notified in writing and reimbursed for 100% of the cost of training courses upon presentation of receipts and successful completion of the course material.
3. Employees who are required, by the Board, to attend training courses during normal working hours will do so at no loss in pay.
4. Employees may take other courses and will be reimbursed at fifty percent (50%) of the cost 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.

ARTICLE 23 – APPRENTICES

1. If apprentices are to be appointed to any trade coming under the provisions of this Agreement and are to be instructed in a trade designated as coming within the provisions of the Apprenticeship and Industry Training Act of the Province of

Alberta, their instruction and other conditions of their employment shall be in conformity with the provisions of the Act and regulations pertaining thereto.

2. The term of apprenticeship shall be as stated in the Apprenticeship and Industry Training Act including a six (6) month probationary period except that, in cases where a person has attended a technical or vocational school approved by the employer and satisfies the employer by the production of a certificate issued by the school that he has specialized in a course or courses applicable to the trade or had previous experience in the trade, the term may be reduced by such period as may be approved by the employer.
3. If the trade to which any person is apprenticed is not a trade designated as coming within the provisions of the Apprenticeship and Industry Training Act, then the instruction and other conditions of the employment of such an apprentice shall be according to the following conditions:
 - 3.01. Every apprentice shall have at least a Grade 10 education or the equivalent of this in any approved technical school.
 - 3.02. The employer shall issue to every apprentice who serves the prescribed term of apprenticeship, completes the technical training and passes the trade tests and the final trade examination, if any, a certificate of qualifications.
4. The employer may employ one (1) apprentice for each one (1) journeymen employed.
5. During the term of apprenticeship, the employer shall give the apprentice such instruction and practical training in all branches of the trade as are necessary to develop a practical and skilled journeyman.
6. The employer may dispense with the services of an apprentice who does not show satisfactory progress in his apprenticeship. In these circumstances, the employer will involve the Union and revert the employee to an entry level position falling within the employee's qualifications and abilities. The entry level position will be within the department the employee was in just prior to attaining an apprentice position.
7. Apprentices shall not be compelled to qualify for more than one (1) certificate of proficiency, except in instances where the requirements to apprentice for and qualify for more than one (1) certificate of proficiency is so specified on the job posting under which the apprentice is appointed.
8. An opening for an apprenticeship shall first be posted internally as a regular employment opportunity. Criteria for selection will be knowledge, qualifications

(necessary educational qualifications and related experience), skills, and length of service.

9. For the purpose of selection to an apprenticeship opening, preference will be given to:
 1. permanent employees of the Division; then
 2. outside candidates.
10. Where two or more applicants are considered equally qualified to be selected for the apprenticeship, seniority shall be the determining factor.
11. This clause applies where Apprentices are not appointed to permanent Journeyman positions at the outset. Upon completion of the Apprenticeship the employee will be placed in the first available permanent journeyman position. If a permanent position is not immediately available the employee will be placed in a temporary journeyman position and receive the journeyman rate of pay.
12. Should a reduction in the number of employees in the Apprenticeship classifications be required they shall occur in the following order:
 1. 1st (first) year apprentices shall be the first to be reduced.
 2. 2nd (second) year apprentices shall be second.
 3. 3rd (third) year apprentices will be reduced last.

Apprentices so reduced shall be eligible to revert to their former position, to bump or to be laid off in accordance with the provisions of Article 13.

ARTICLE 24 - COMPASSIONATE LEAVE

1. In the event of the death of an employee's spouse, common-law partner, child, parents, parents-in-law, legal guardian, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents or grandchildren, aunt and uncle, bereavement leave with pay will be provided for a period of up to five (5) working days.
 - (a) Up to an additional five (5) days, with or without pay, may be granted by the Board when warranted and at its discretion.
2. One-half (1/2) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

3. The Board may grant compassionate leave with or without pay in circumstances not covered by the foregoing.

ARTICLE 25 – MATERNITY LEAVE & PARENTAL LEAVES

1. General

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

- 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.

Position Protection

- 1.3 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.

2. Maternity Leave

Leave Duration

- 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.

- 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 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

- 2.3 The Board shall implement a Supplementary Employment Benefits Plan, which shall provide a permanent 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.
- 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.
- 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.
- 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 Article 28.
- 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

- 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.

- 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

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

Notice of Return to Work

- 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.

3. Parental Leave

Leave Duration

- 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.
- 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

- 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

- 3.4 Subject to 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

- 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 26 - JURY DUTY & COURT SERVICE

A leave of absence without loss of salary or benefits shall be granted:

- (a) for jury duty or any summons related thereto, or
- (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of a witness in a cause other than the employee's own.

The staff member shall remit any witness fee or jury stipend (excluding allowances and/or expense) set by the Court or other body. The employee will provide proof of service and the amount of pay received.

ARTICLE 27 - 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.

- (a) As a condition of employment, employees who work sixty percent (60%) or more of full-time (forty (40) hours per week) shall participate in the Local Authorities Pension Plan (when eligible), Life, AD&D and Disability plans provided under this Agreement.
2. The Board shall pay eighty percent (80%) of the applicable premium rate for Alberta Health Care.
3. The Board shall pay ninety percent (90%) of the applicable premium rate for Extended Health Care (including Hearing Aid Care).
4. The employee shall pay one hundred percent (100%) of the premium for the A.S.E.B.P. Life and A.D.& D. for any employee who works sixty percent (60%) or more of full-time (forty (40) hours per week).
5. The employee shall pay one hundred percent (100%) of the premium for the A.S.E.B.P. Long Term Disability plan E for any employee who works sixty percent (60%) or more of full-time (forty (40) hours per week).
6. The Board shall pay ninety percent (90%) of the premium of the A.S.E.B.P. Dental Plan 3 for any employee who works sixty percent (60%) or more of full-time (forty (40) hours per week).
7. The Board shall pay seventy percent (70%) of the premium of the Vision Care for any employee who works sixty percent (60%) or more of full-time (forty (40) hours per week).
8. The rebate that is refunded by Canada Customs and Revenue Agency relative to the Employment Insurance rebate will be refunded to the Local Union for the employee portion of the rebate.

ARTICLE 28 - 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. The time limits may be extended by the consent of both parties in writing.
3. (a) An aggrieved employee(s) will submit the grievance to the Union Grievance Committee or their delegate within ten (10) working days of the alleged incident.

- (b) At each step of the grievance procedure, the grievor(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 grievor, with the Grievance Committee (or delegate) will first seek to settle the dispute with their immediate supervisor on an informal basis within twenty (20) days following the date of the occurrence giving rise to the grievance. The Supervisor shall have five (5) days to respond to the grievance.

Step 2

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

Step 3

Failing settlement at Step 2, and within five (5) 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.

Step 4

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

5. The following grievances shall commence at Step 2 of the Grievance procedure:
- (a) Discharge grievances
 - (b) Board initiated grievances
 - (c) Policy grievances of general application or interpretation
 - (d) Where a group of employees have a grievance
6. The Union may acquire assistance from outside the local.

ARTICLE 29 - 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 twenty (20) working days (not including Saturdays, Sundays, or Named Holidays) of receipt of the decision of the Chairman of the Board of the Employer with respect to employee(s) grievance, or the decision of the Union in respect of the Employer's grievance, request the formation of a Board of Arbitration, by notifying the other party in writing 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, Sundays 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 or Named Holidays), the appointments shall be made by the Minister of Labour upon the request of either the Employer or the Union, except that with the consent of both the Employer and the Union, time limits as above specified may be extended for such times as are agreed to by the Employer 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 (2) 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 jurisdictions 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, disciplined, or dismissed unjustly, the Arbitration Board:
 - (a) May direct the Employer to reinstate the employee and pay to the employee a sum equal to his wage loss by reason of his suspension, or dismissal, less any monies earned by the employee during his 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 30 – GENERAL

1. Cooperation on Safety

The Board and the Union shall cooperate in continuing and perfecting regulations which will afford adequate protection to employees engaged in hazardous work.

The Board shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, protective clothing and protective equipment required. These shall be maintained and replaced when necessary at the Board's expense. All required tools, clothing, equipment, etc., will be listed in the job descriptions for each classification.

Journeymen, Apprentices and Maintenance Workers shall receive one hundred and twenty five dollars (\$125.00) and Caretakers shall receive seventy five dollars

(\$75.00) on the September pay cheque, tax free, annually to purchase safety apparel.

Employees who start employment after September 30th, shall receive a prorated amount of 1/12th per month for every month that is remaining in the school year. Employees who are terminated shall have 1/12th per month removed from their final cheque for every month that is remaining in the school year.

2. Pay for Injured Employees

An employee who is injured during working hours and is, required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

3. New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and that the agreement is available on the Elk Island Catholic website.

4. Employees who retire can be rehired to do casual and/or temporary work for the Board within LAPP rules.

An employee shall only be entitled to a retirement payout once in the course of their employment with the Board.

ARTICLE 31 - NOTICE BOARDS

1. The Board shall provide notice boards at each school and shops to enable the Union to post notices.

ARTICLE 32 - JOB DESCRIPTIONS

1. The employer agrees to draw up and maintain job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions, unless the Union presents written objections within thirty (30) days.
2. All tradespeople employed by the Board shall possess a valid Alberta and/or Interprovincial trade certificate and shall post a copy of same at his place of work.

ELK ISLAND CATHOLIC SEPARATE REGIONAL DIVISION NO. 41

SCHEDULE A

EFFECTIVE SEPTEMBER 1, 2017 TO AUGUST 31, 2020*

Position	Start Rate Per Hour	Job Rate Per Hour	Annual Salary	Monthly Salary
Caretaker	\$22.96	\$24.11	\$50,157.98	\$4,179.83
Maintenance				
Worker I	\$22.51	\$23.32	\$48,515.34	\$4,042.95
Worker II	\$26.54	\$27.29	\$56,765.10	\$4,730.43
Worker III	\$27.78	\$28.59	\$59,475.06	\$4,956.25
Journeyman				
Electrician		\$37.36	\$77,701.28	\$6,475.11
Carpenter		\$37.36	\$77,701.28	\$6,475.11
Mechanic		\$37.36	\$77,701.28	\$6,475.11
Mechanical Maintenance Technician		\$37.36	\$77,701.28	\$6,475.11
Apprentice	% of Journeyman**	Job Rate Per Hour	Annual Salary	Monthly Salary
1st Year				
Electrician	50%	\$18.68	\$38,850.65	\$3,237.55
Carpenter	60%	\$22.41	\$46,620.77	\$3,885.06
Mechanic	60%	\$22.41	\$46,620.77	\$3,885.06
Mechanical Maintenance Technician	50%	\$18.68	\$38,850.65	\$3,237.55
2nd Year				
Electrician	60%	\$22.41	\$46,620.77	\$3,885.06
Carpenter	70%	\$26.15	\$54,390.90	\$4,532.57
Mechanic	70%	\$26.15	\$54,390.90	\$4,532.57
Mechanical Maintenance Technician	60%	\$22.41	\$46,620.77	\$3,885.06
3rd Year				
Electrician	70%	\$26.15	\$54,390.90	\$4,532.57
Carpenter	80%	\$29.89	\$62,161.02	\$5,180.09
Mechanic	80%	\$29.89	\$62,161.02	\$5,180.09
Mechanical Maintenance Technician	75%	\$28.02	\$58,275.97	\$4,856.33
4th Year				
Electrician	80%	\$29.89	\$62,161.02	\$5,180.09
Carpenter	90%	\$33.62	\$69,931.16	\$5,827.60
Mechanic	90%	\$33.62	\$69,931.16	\$5,827.60
Mechanical Maintenance Technician	85%	\$31.75	\$66,046.09	\$5,503.84

Represents an increase of 2.0% on September 1, 2017 to August 31, 2020 salary grid

* Should the teachers of Elk Island Catholic Schools Teacher Local No. 21 receive a general increase to the salary grid, this increase shall be applied to Schedule A.

** represents the Government of Canada Apprentice table for Alberta

APPENDIX "A"

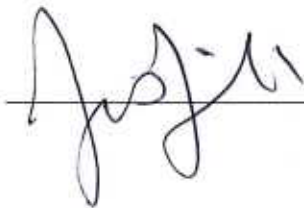
1. Job rate is applicable on completion of probationary period.
2. Hourly rates are based upon the annual salary divided by the total annual hours (52 weeks x 40 hours per week = 2,080 hours).
3. Existing employees entering an apprenticeship program with the Board will receive their current salary until such time as the applicable apprenticeship rate of pay is higher. New employees hired to enter an apprenticeship program will be paid according to the apprentice rates in the applicable Schedule A.

* * * * *

Dated at Sherwood Park, Alberta this 21 of FEBRUARY, 2018.

For the Board:

For the Union:





LETTER OF UNDERSTANDING #1

between
ELK ISLAND CATHOLIC SEPARATE REGIONAL DIVISION NO. 41
and
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1961

CONTRACTING-OUT

The parties agree that:

The Board intends that the employees of the bargaining unit shall not suffer loss of employment or reduction of hours as a result of contracting out between September 1, 2017 and August 31, 2020.

LETTER OF UNDERSTANDING #2

between
ELK ISLAND CATHOLIC SEPARATE REGIONAL DIVISION NO. 41
and
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1961

RETIREMENT PAYOUT

Employees who retire in accordance with the Local Authorities Pension Plan (whether or not they participate in that plan) shall receive a retirement allowance based on the following schedule. After 26 years of service, add \$300 to the amount for every year of service until retirement.

EMPLOYEES RETIRING	Sept 1/17
After 10 years of service	\$4,001
After 11 years of service	\$4,804
After 12 years of service	\$5,605
After 13 years of service	\$6,407
After 14 years of service	\$7,208
After 15 years of service	\$8,010
After 16 years of service	\$8,404
After 17 years of service	\$8,799
After 18 years of service	\$9,195
After 19 years of service	\$9,590
After 20 years of service	\$9,989
After 21 years of service	\$10,392
After 22 years of service	\$10,800
After 23 years of service	\$11,205
After 24 years of service	\$11,611
After 25 years of service	\$12,019

The allowances will be increased each year by the average increase in employee's salaries.
