

# COLLECTIVE AGREEMENT

Between



## EAST CENTRAL ALBERTA CATHOLIC SEPARATE SCHOOL DIVISION

(Hereinafter called "The Employer" also known as "E.C.A.C.S.S.D.")

Blessed Sacrament School, Blessed Sacrament Outreach, School of Hope, Vermilion Home Schooling, St. Jerome's School, St. Thomas Aquinas School, Theresetta School, Christ-King Catholic School

and

# **CUPE**

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 5352

(Hereinafter called "The Union")

**September 1, 2018 – August 31, 2021**

## Table of Contents

ARTICLE 1 - GOALS .....	4
ARTICLE 1.02 – MANAGEMENT RIGHTS.....	4
ARTICLE 2 – DEFINITIONS .....	4
ARTICLE 3 – TEMPORARY EMPLOYEES.....	5
ARTICLE 4 - NO STRIKES AND LOCKOUTS.....	6
ARTICLE 5 - UNION RECOGNITION.....	6
ARTICLE 6 - UNION SECURITY AND DUES CHECK-OFF .....	6
ARTICLE 7 - BARGAINING COMMITTEE.....	7
ARTICLE 8 – LABOUR MANAGEMENT ADVISORY COMMITTEE.....	7
ARTICLE 9 - GRIEVANCE PROCEDURE .....	8
ARTICLE 10 - DISCIPLINE / DISCHARGE .....	10
ARTICLE 11 - PROBATIONARY PERIOD .....	10
ARTICLE 12 – SENIORITY .....	10
ARTICLE 13 - VACANT OR NEWLY CREATED POSITIONS .....	11
ARTICLE 14 - LAYOFF AND RECALL.....	12
ARTICLE 15 - HOURS OF WORK.....	13
ARTICLE 16 – OVERTIME .....	14
ARTICLE 17 - RECOGNIZED HOLIDAYS.....	14
ARTICLE 18 – ANNUAL VACATION .....	15
ARTICLE 19 – REPLACEMENT OF EMPLOYEES.....	16
ARTICLE 20 - SICK LEAVE / FAMILY MEDICAL LEAVE / PERSONAL LEAVE PROVISIONS.....	16
ARTICLE 21- LEAVES OF ABSENCE .....	17
ARTICLE 22 - PAYMENT OF WAGES.....	20
ARTICLE 23 - JOB CLASSIFICATION / DESCRIPTION .....	21
ARTICLE 24 - HEALTH PLAN BENEFITS.....	22
ARTICLE 25 - GENERAL.....	23
ARTICLE 26 - TERM AND EFFECTIVE DATE .....	24
APPENDIX "A" .....	25
APPENDIX "B" .....	26
Letter of Understanding # 1.....	27
Re: Contracting Out .....	27

Letter of Understanding #2 ..... 28  
    Re: Central Services Staff ..... 28  
Letter of Understanding #3 ..... 29  
    Re: Seniority Lists ..... 29  
Letter of Understanding #4 ..... 30  
    Re: Summer Temporary Employment Program and Canada Summer Jobs Program ..... 30

## **ARTICLE 1 - GOALS**

- 1.01 The parties agree that the goal of this Collective Agreement is to:
- (a) Enhance the school system to improve student learning;
  - (b) Provide administrators with the flexibility to effectively manage the Division while continuing to make prudent educational decisions for students;
  - (c) Ensure that the Employer remains fiscally responsible by making decisions that are financially sustainable; and
  - (d) Enable the Employer to negotiate an equitable settlement by identifying improvements for the students it serves and the employees it employs.

## **ARTICLE 1.02 – MANAGEMENT RIGHTS**

The Employer retains all rights of management not specifically restricted by this Collective Agreement.

## **ARTICLE 2 – DEFINITIONS**

- 2.01 "Regular Employee" shall mean a full-time or part-time employee.
- (a) "Full-time Employee" shall mean an employee who is employed in a regular full-time position established by the Employer and whose hours of work are defined in Article 15: Hours of Work.
  - (b) "Part-time Employee" shall mean an employee who is employed in a regular part-time position established by the Employer and works less than a full-time equivalent for the position as specified in Article 15: Hours of Work. Part-time employees shall receive the wage rates and the applicable conditions of employment specified in this Agreement on a pro-rata basis according to their full-time equivalent (FTE).
  - (c) "Twelve (12) Month Employee" is one who occupies a position established by the Employer either in a school or in central office and such a position requires services on a twelve (12) month annual basis.
  - (d) "Ten (10) Month Employee" is one who occupies a position established by the Employer either in a school or in central office and such a position requires ten (10) consecutive months of service of the school year on a twelve (12) month annual basis.
- 2.02 "Temporary Employee" shall mean an employee who is hired for a period of more than three (3) months and less than twelve (12) months for a specific job, sick relief or replacing an employee who is on an approved leave of absence.
- 2.03 "Casual Employee" shall mean an employee who works on a call-in basis and replaces an employee on leaves of absences for a period of less than three (3) months. Casuals do not accrue seniority. Casual employees shall receive only those benefits required by statute, the wages as per Article 22.03 in accordance with Alberta Employment Standards.

- 2.04 "Employer" shall mean and include E.C.A.C.S.S.D. and such person as assigned by E.C.A.C.S.S.D. as may, from time to time, be appointed or designated to carry out administrative duties in respect of operations and management.
- 2.05 "Temporary Position" shall mean a position established as such, the duties of which are for a specific purpose and for a specific period of time.
- 2.06 "Probationary Period" is the trial period during which time the Employer will review and evaluate the employee to determine suitability for ongoing employment. Probationary period shall be as per Article 11.
- 2.07 "Union" shall mean Canadian Union of Public Employees.
- 2.08 "Local" shall mean the local branch of the Union.
- 2.09 "FTE" shall mean Full-Time Equivalent.
- 2.10 Grid levels in Article 22.03 reflect the hours worked.

### **ARTICLE 3 – TEMPORARY EMPLOYEES**

- 3.01 All temporary positions shall be posted.
- 3.02 When an employee is in a temporary position which is defined as being hired for a period of three (3) months and less than twelve (12) months for a specific job; hired as sick relief or to replace an employee who is on an approved leave of absence for a period of more than three (3) months and less than twelve (12) months shall be entitled to receive all applicable benefits allowed for the position they are holding, except Local Authorities Pension Plan and layoff and recall.
- 3.03 Temporary employees can work in either a full-time or a part-time position.
- 3.04 Employees in a temporary position shall accrue seniority during the term of the temporary position.
- 3.05 Temporary employees shall not have the right to grieve termination of employment upon the expiry of the term for which the temporary employee was hired.
- 3.06 Casual employees shall revert back to casual status upon completion of the term for which the temporary employee was hired.
- 3.07 When an employee moves into a temporary position, should they be in their probationary period, they must complete the probationary period.
- 3.08 An employee hired into a temporary position shall be paid at the first step of the salary grid which applies to the position being filled, not the rate of pay the current incumbent is being paid.
- 3.09 When an employee is transferred into or successfully applies for a temporary position, the employee shall be placed at a rate of pay closest to but not lower than their former rate of pay.
- 3.10 If the position exceeds the twelve (12) month period, unless mutually agreed between the Local and the Employer, to extend the period, the position shall be posted.

## **ARTICLE 4 - NO STRIKES AND LOCKOUTS**

- 4.01 In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there shall be no strike and the Employer agrees that there shall be no lockout, in accordance with Provincial Labour Laws and Regulations.

## **ARTICLE 5 - UNION RECOGNITION**

### **Bargaining Unit Description**

- 5.01 The Employer recognizes Local 5352 of the Canadian Union of Public Employees as the sole and exclusive bargaining agent for employees coming within the unit by Certificate No. 237-2018 as issued by the Alberta Labour Relations Board as may be amended from time to time.
- 5.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of the Collective Agreement.
- (a) The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees when negotiating or meeting with the Employer. Such representatives may have access to the Employer's premises for other purposes with prior notice to the Employer.

### **Contact Information**

- 5.03 The Employer shall provide the Local President with a list of all the employees in the bargaining unit. The list shall include each person's name, job title / classification, home mailing address, and home telephone number, if available.

If the payroll program permits, the list shall also indicate the employee's work site and employment status (such as full-time, part-time, etc.) and, in cases where the employee is on a leave of absence, the nature of the leave shall also be indicated.

## **ARTICLE 6 - UNION SECURITY AND DUES CHECK-OFF**

### **Union Security**

- 6.01 All employees of the Employer shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

### **Deductions**

- 6.02 Deductions shall be made from the monthly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the fifteenth (15<sup>th</sup>) day of the month following, accompanied by a list of the names, addresses and phone numbers of all employees from whose wages deductions have been made. This list shall also

include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

#### **T4 Slips**

- 6.03 The Employer shall report the yearly amount of union dues paid by each employee on the employee's T4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T4 slip in the future.

#### **Correspondence**

- 6.04 All correspondence between the parties arising out of this Agreement, or incidental thereto, shall pass to and from the Employer administrator, or their designate, and the Secretary of the Union, with a copy sent to the Local President and National Representative of the Union. Both parties shall advise each other, in writing, of the names of their representative. Should there be any change in designated personnel, the affected party must inform the other party, within ten (10) working days of change.

### **ARTICLE 7 - BARGAINING COMMITTEE**

- 7.01 A Bargaining Committee shall be appointed and consist of not more than five (5) members of the Employer as appointees of the Employer, and not more than five (5) members of the Union as appointees of the Union. The Union shall advise the Employer, in writing, of the union members to the committee. The Union's Bargaining Committee shall be allowed time off work to attend bargaining with the Employer without any loss of pay or seniority. The Union shall reimburse the Employer for the cost of wages and benefits for the members of the Union's Bargaining Committee.

### **ARTICLE 8 – LABOUR MANAGEMENT ADVISORY COMMITTEE**

- 8.01 This committee shall consist of up to three (3) representatives of the Employer and three (3) representatives of the Union. This committee is established to deal with matters of mutual concern which may arise from time to time.

The committee shall meet at least once during the school term or at mutually agreed to times, if necessary, with the dates being determined by the parties. 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 Employer and the Union. All meetings of the Labour Management Advisory Committee shall be held outside normal working hours of regular employees.

#### **Minutes of Meetings**

Minutes of each meeting of the committee shall be prepared and signed by the Joint Chairpersons as promptly as possible after the close of the meeting. Minutes shall be electronically sent to Principals and school Administrative Assistants and shall be posted on all Union bulletin boards.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or an alleged violation of this Collective Agreement.
- 9.02 A grievance shall be processed according to the steps and time limits set out in this grievance procedure.
- 9.03 A grievance shall be initiated, in writing, within thirty (30) days of the event giving rise to the grievance.
- 9.04 An employee shall, during the time period set out in Clause 9.03, first attempt to resolve the difference with the immediate supervisor.
- 9.05 Failing settlement of the difference under Clause 9.04, the Union shall submit a grievance, pursuant to Clause 9.03, to the Superintendent of Schools. The grievance shall set out the particulars of the grievance, the clause(s) of this Collective Agreement which are alleged to have been violated and the redress sought. The Superintendent of Schools, or designate, shall render a decision, in writing, within ten (10) working days of receipt of the grievance.

### **Mediation**

- 9.06 In the event that the matter is not satisfactorily resolved by the Superintendent, or designate, either party may submit the matter to mediation. The parties mutually agree to non-binding mediation.

After receipt of the decision of the Superintendent, or designate, within ten (10) working days, either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.

The Mediator may be appointed by mutual agreement between the parties. In the event of failure to appoint a Mediator, either party may request the Labour Relations Board Mediation Services to make the necessary appointment.

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

The grievance may be resolved by mutual agreement between the parties. Within ten (10) working days of first meeting the parties, having considered the issue(s) in dispute and the terms of the Collective Agreement, the Mediator shall issue a report including non-binding recommendations.

Failing satisfactory settlement, either party, within ten (10) working days of receiving the Mediator's report, may request the matter proceed to arbitration.

In the absence of mediation, the matter may proceed to arbitration.

- 9.07 Failing settlement of the grievance under Clause 9.06, the Union may refer the grievance to an Arbitration Board, in accordance with Clause 9.09, within ten (10) working days of receipt of the Employer's decision.
- 9.08 (a) A policy grievance arising between the Employer and the Union shall be initiated, pursuant to Clause 9.03, with the Employer or the Union, as the case may be, setting out particulars of the grievance, the clause(s) of this Collective Agreement which are alleged to have been violated and the redress sought. The Employer or Union, as the case may be, shall render a written decision on the grievance within thirty (30) days of receipt of the grievance.
- (b) Failing settlement of the grievance under Clause 9.08 (a), the Employer or the Union, as the case

may be, shall refer the written grievance to an Arbitration Board within ten (10) working days of receipt of the decision.

- 9.09 When either the Employer or the Union requests that a written grievance be submitted to an Arbitration Board, the request shall be made by registered mail addressed to the other party of this Collective Agreement indicating the name of its nominee to the Arbitration Board. Within five (5) working days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two appointees shall endeavor to select a Chairperson for the Arbitration Board.
- 9.10 If the party receiving the notice fails to make an appointment or if the two (2) appointees fail to agree on a Chairperson within twenty (20) days of the appointment of the last appointee, a Chairperson shall be appointed in accordance with the *Alberta Labour Relations Code* upon the written request of either party.
- 9.11 The Arbitration Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make presentations. If either party alleges that the mandatory procedures addressed in this article have not been followed, the Arbitration Board shall find on this allegation. If the mandatory procedures have not been followed, the Arbitration Board shall have no jurisdiction.
- 9.12 The decision of the majority shall be the decision of the Arbitration Board. Where there is no majority, the decision of the Chairperson shall be final, binding and enforceable on all parties and may not be changed. The Arbitration Board shall not have the power to change this Collective Agreement or to alter, modify or amend any of its provisions.
- 9.13 Each party shall pay the fees and expenses of its own appointee, and one-half (1/2) of the fees and expenses of the Chairperson.
- 9.14 The time limits contained in the grievance procedure may be extended by the written consent of the parties.
- 9.15 All of the aforesaid time limits referred to in this grievance procedure shall be exclusive of Saturdays, Sundays and named holidays.
- 9.16 At any stage of the grievance procedure, a grievor may request the assistance of an officer, steward or representative of the Union.
- 9.17 With the permission of the Employer, an officer, steward or a representative of the Union may have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.
- 9.18 Reasonable time off without loss of wages shall be granted by the Employer for the grievor, an officer, steward or witness(es) of the Union to meet with the Employer. This provision is not intended to cover attendance at Arbitration Board hearing(s) into the matter. In that case, reasonable time off shall be granted provided that the Union reimburses the Employer for the full cost of each individual granted time off.
- 9.19 The Employer and the Union agree that by mutual written agreement of the parties, a sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this article. Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.
- 9.20 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 may assist any employee, whom the steward represents, in preparing and processing his/her grievance in accordance with the grievance procedure. If there is any cost as a result, the Union shall reimburse the Employer the full costs.

## **ARTICLE 10 - DISCIPLINE / DISCHARGE**

- 10.01 An employee, except employees who are on probation, shall have the right to proceed under the grievance procedure in matters relating to discipline, suspension and discharge.
- 10.02 In cases of discipline and discharge, the burden of proof of just cause shall rest with the Employer.
- 10.03 The Local President will be copied on all notices of discipline or discharge given to an employee.

## **ARTICLE 11 - PROBATIONARY PERIOD**

- 11.01 Upon initial employment in a position, an employee shall serve a probationary period of six (6) months. The probationary period may be extended up to another six (6) months and the Local President shall be notified of such extension.
- 11.02 During the probationary period, an employee may be terminated at any time by the Employer without recourse to the grievance procedures under this Agreement.

## **ARTICLE 12 – SENIORITY**

- 12.01 Seniority shall operate on a bargaining unit wide basis and shall be determined by an employee's continuous length of service in a regular position with the Employer and shall be one of the considerations for the filling of vacant or newly created positions, layoff and recall under this Collective Agreement.
- 12.02 Upon successful completion of the probation period, a regular employee shall be credited with seniority back to the commencement of the probation period. Service accumulated by a temporary employee shall also be credited to an employee's seniority.
- 12.03 Seniority shall accumulate when a regular employee is absent from work due to sickness, accident, layoff or leave of absence approved by the Employer, as specified in this Collective Agreement.
- 12.04 Seniority and employment shall be lost in the event a regular employee:
  - (a) is dismissed for just cause and is not reinstated;
  - (b) resigns in writing;
  - (c) is absent from work in excess of three (3) consecutive scheduled working days without providing prior notice or sufficient cause to the Employer;
  - (d) fails to return to work from layoff within seven (7) calendar days of being notified by the Employer, by registered mail, to do so. It shall be the responsibility of the employee to keep the Employer informed of their current address and telephone number;
  - (e) is laid off for a period longer than one (1) year;
  - (f) retires; or

- (g) fails to return to work upon expiration of a leave of absence.
- 12.05 The employee contact and seniority list shall be provided in an electronic spreadsheet to the Union at the end of May and the end of October of each year.
- 12.06 The Employer agrees to post a Union seniority list on the Local Union Board within ten (10) days of releasing the updated seniority list.

### **ARTICLE 13 - VACANT OR NEWLY CREATED POSITIONS**

- 13.01 The Employer, through the Superintendent or designate, shall provide a written job description for each position.
- 13.02 In filling a vacant or newly created position coming within the scope of this Agreement, the knowledge, qualifications and skills required for the vacant or newly created position shall be the primary considerations. Where two (2) or more applicants are equally qualified, as determined by the Employer, to fulfill the duties of the vacant or newly created position, seniority with East Central Alberta Catholic Separate School Division shall be the determining factor.
- 13.03 Prior to advertising vacant and newly created positions in the newspapers, the Employer shall first advise employees of the competition by posting a notice containing the required qualifications on bulletin boards in each staff room for a period of five (5) full working days. The posting of notice may be waived where all employees receive written notice of the vacancy. A copy of the posted notice will be forwarded to the President of the Local.

#### **Promotions or Transfers**

- 13.04 Where a regular employee is promoted or transferred to a new classification, the regular employee shall serve a trial period of ninety (90) days worked. If the regular employee is determined to be unsuitable for the position or is unable to perform the duties of the position, the Employer shall return the employee to their former position, without loss of seniority. During the trial period, an employee may elect to revert to the employee's former position without loss of seniority, should the employee entering a trial period not have completed the probationary period, the said employee shall complete the remainder of the probation period.
- 13.05 The Employer shall notify the President of the Local of the name of the successful applicant appointed to a vacant or newly created position.

#### **New Hire Orientation**

- 13.06 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect. The Employer agrees that a Local Union representative from the same site as the new employee shall be given the opportunity to meet with each newly-hired employee once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such meetings may take place on the Employer's premises at a time and location designated by the Employer and shall not exceed fifteen (15) minutes duration.

## **ARTICLE 14 - LAYOFF AND RECALL**

- 14.01 Under the provisions of this Collective Agreement, a layoff of an individual shall include the reduction of daily or biweekly hours of any full-time or part-time employee. In the event of a layoff, regular employees will be retained on the basis of seniority.
- 14.02 In the event of layoff, the Employer shall provide a regular employee with one (1) month notice of layoff.
- 14.03 A regular employee will be given first opportunity for temporary employment where there is staff reduction because of redundancy.
- 14.04 In the event of a reduction of staff, affected employees will have the right to displace the least senior employee, in the same classification, in the division for which they have the ability to perform. If the employee chooses not to displace the least senior employee, the employee shall be laid off.
- 14.05 A regular employee who is on layoff in excess of thirty (30) consecutive calendar days shall cease to accrue any benefits under the Agreement; for the entire period of absence.
- 14.06 The Local President shall be notified of layoff(s) and recall(s) as they occur.
- 14.07 Notice of layoff shall be in writing and shall be served in person. Layoff notices served in person shall be considered served effective the date of receipt by the employee. In the absence of providing notice in person, notice shall be by registered mail.
- 14.08 In the event of layoff, employees shall have the option to continue their benefit plan coverage through direct payment by the employee for the period not exceeding six (6) months, subject to the requirements of the plan. This clause shall be noted on all layoff notices to the employees. Should the benefit plan carrier not provide this option, then the employees shall not have the ability to continue with payments of premiums.

### **Temporary Summer Layoff (Ten Month Employees)**

- 14.09 Eligible employees on temporary summer layoff with a recall date shall continue to receive health plan benefits paid by the Employer during the summer layoff period.
- 14.10 In the event a regular employee on temporary summer layoff does not return on the designated recall date, the regular employee shall be deemed to have resigned their employment.

### **Recall**

- 14.11 Employees who have been laid off shall be recalled to work on the basis of seniority, according to classification or work, provided they have the abilities and qualifications, as determined by the Employer, to do the required work. It shall be the responsibility of the laid off employee to keep the Employer informed of their current address, email or telephone number. No new employees will be hired when qualified employees are on layoff.
- 14.12 When an employee is brought back on staff following a layoff not exceeding ninety (90) calendar days, their accumulated sick leave benefits will be reinstated.
- 14.13 A regular employee, who is laid off due to lack of work, will be placed on a recall list for a maximum of twelve (12) months until the employee is recalled to their former classification or has had the opportunity of recall to a lower classification.

## **ARTICLE 15 - HOURS OF WORK**

### **15.01 Central Services / Schools**

- (a) The normal hours of work for employees working in schools or central services shall not exceed eight (8) hours in a day or forty (40) hours in a week of five (5) working days, Monday to Friday. A one (1) hour unpaid meal break will be provided, except where mutually agreed between the supervisor and the employee. The unpaid meal break may be less than one (1) hour, but not less than one-half (1/2) hour.

### **15.02 Custodian / Technology Employees**

- (a) The normal hours of work for full-time custodian and technology employees shall be forty (40) hours in a week of five (5) consecutive days, Monday to Friday. A one (1) hour unpaid meal break will be provided, except where mutually agreed between the supervisor and the employee. The unpaid meal break may be less than one (1) hour, but not less than one-half (1/2) hour.
- (b) Custodian and technology employees shall have their normal hours of work scheduled between 5:00 a.m. and 11:00 p.m. unless otherwise mutually agreed between the Employer and the employee.
- (c) There shall be no split shifts unless mutually agreed with the Union.

15.03 An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second half of each workday.

15.04 An employee shall be paid a minimum of three (3) hours at their regular rate of pay for each regular shift worked.

15.05 Twelve (12) month employees may request changes from the normal hours of work during the months of July and August provided the arrangements can be mutually agreed upon with the Employer.

- 15.06
- (a) As fiscal, organizational and conditional changes warrant, the Employer may change the normal hours of work and work schedules for any job classifications in this Collective Agreement.
  - (b) Where the normal hours of work and/or work schedule for a regular employee is to be changed, the Employer shall discuss the change with the affected regular employee and the Union. It shall be the prerogative of the Employer, upon twenty (20) calendar days' notice to the Union, to implement the change to the regular employee's normal hours of work and/or work schedule.
  - (c) Staff meetings shall take place within normal hours of work. When mandatory staff meetings take place outside normal hours of work, employees shall be entitled to pay, including overtime pay.

**ARTICLE 16 – OVERTIME**

- 16.01 All overtime must be pre-authorized by the Employer and applies to the time worked by an employee in excess of eight (8) hours per day and/or forty (40) hours per week.
- 16.02 All overtime work authorized by the Employer shall be paid for at the rate of one and one-half (1 & 1/2) times the employee's regular rate of pay.
- 16.03 Notwithstanding Clause 16.01, a regular employee who is called back to work after completing a regular shift shall be paid for a minimum of three (3) hours.
- 16.04 If mutually agreed between the employee and the Employer, time off with pay at the applicable overtime rate may be granted in lieu of overtime pay. Banked overtime must be provided, taken, and paid to the employee within three (3) months of the end of the pay period in which it was earned; unless mutually agreed upon between the employee and the Employer. Time off not taken by the last day of June in any given year shall be paid out to the employee.

**ARTICLE 17 - RECOGNIZED HOLIDAYS**

- 17.01 The Employer recognizes the following as paid holidays for regular full-time and part-time employees even if holidays fall on a regular day off.

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

Any other day proclaimed as a holiday by the Dominion, Provincial, or Municipal Government.

- 17.02 To be eligible for a recognized holiday, a regular or probationary employee shall not be absent from work on the last working day prior to or the first working day following the recognized holiday, unless the absence is authorized by the Employer.
- 17.03 A regular or probationary employee who is authorized by the Employer to work on a recognized holiday shall be paid at the rate of two (2X) times the regular rate of pay for those hours worked on the recognized holiday.
- 17.04 Part-time employees shall receive statutory pay on a pro-rated basis.
- 17.05 When a named holiday falls during the employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period or another day off in-lieu shall be mutually agreed upon by both parties.

## ARTICLE 18 – ANNUAL VACATION

18.01 Annual vacation is defined as follows:

### **Twelve (12) Month Employees**

A twelve (12) month employee shall be entitled to the following vacation entitlements and it is understood that these entitlements cannot be used before they are earned:

- (a) For less than one (1) year of service, the employee shall earn one and one-quarter (1 & 1/4) days for each full month of employment;
- (b) Upon completion of one (1) or more years of service, the employee shall have access to three (3) weeks holiday with regular pay per annum which is earned at a rate of one and one-quarter (1 & 1/4) days for each full month of employment;
- (c) Upon completion of six (6) or more years of service, the employee shall have access to four (4) weeks holiday with regular pay per annum which is earned at a rate of one and two-thirds (1 & 2/3) days for each full month of employment;
- (d) Upon completion of thirteen (13) or more years of service, the employee shall have access to five (5) weeks holiday with regular pay per annum which is earned at a rate of two and one-twelfth (2 & 1/12) days for each full month of employment; and
- (e) Upon completion of nineteen (19) or more years of service, the employee shall have access to six (6) weeks holiday with regular pay per annum which is earned at a rate of two and one-half (2 & 1/2) days for each full month of employment.

### **Ten (10) Month Employees**

In lieu of annual vacation, ten (10) month employees shall receive the following vacation payments:

- (f) For less than one (1) year of service, the employee shall earn six (6%) percent vacation pay per annum;
- (g) Upon completion of one (1) or more years of service, the employee shall earn six (6%) percent vacation pay per annum;
- (h) Upon completion of six (6) or more years of service, the employee shall earn eight (8%) percent vacation pay per annum;
- (i) Upon completion of thirteen (13) or more years of service, the employee shall earn ten (10%) percent vacation pay per annum; and
- (j) Upon completion of nineteen (19) or more years of service, the employee shall earn twelve (12%) percent vacation pay per annum.

18.02 No vacation time shall be carried from one vacation year to the next vacation year, unless the number of days to be carried over are mutually agreed to before the end of August, in writing, in advance, by the Employer and shall not be more than ten (10) days. If unable to take vacation, unused vacation shall be paid out at fiscal year-end.

18.03 If a recognized holiday under Article 17 falls on, or is observed during, a regular twelve (12) month employee's scheduled vacation period, that day shall be treated as a recognized holiday, and no deduction will be made from the regular employee's vacation time.

18.04 The Employer shall attempt to accommodate vacation requests subject to operational requirements.

**Vacation Pay on Termination**

18.05 An employee terminating employment at any time in their vacation year before the employee has had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

**Illness During Vacation**

18.06 Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee that an illness or accident occurred while on vacation.

It is understood that the Employer shall reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

**ARTICLE 19 – REPLACEMENT OF EMPLOYEES**

19.01 Casual employees replacing a regular or a temporary employee shall be paid as per the lowest level of the salary grid for the classification that they are replacing.

19.02 An employee who is assigned to replace another employee in a higher paid classification for a period of ten (10) consecutive working days or more shall be paid at the same level in the higher classification in which the employee is relieving, retroactive to the first replacement day worked.

19.03 When an employee is required to temporarily perform the duties of a lower paid classification, their basic rate of pay will not be changed.

**ARTICLE 20 - SICK LEAVE / FAMILY MEDICAL LEAVE / PERSONAL LEAVE PROVISIONS**

20.01 Sick leave, with pay, shall be granted to regular and temporary employees for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability in accordance with the following schedule:

- (a) Commencing the first working day, sick leave for a full-time employee shall be earned and computed at the rate of two (2) working days for each full working month to a maximum of one hundred (100) working days.
- (b) Part-time employees shall earn sick leave on a pro-rata basis.
- (c) An employee shall only be able to use sick leave credits up to the accumulated sick leave credits they have banked.
- (d) An employee who is absent from school duties to obtain necessary medical or dental treatment or because of accident or sickness for a period of three (3) consecutive days or less may be required to present to the Employer a signed statement giving the reason for such absence upon return to regular duties. An employee who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of more than three (3) consecutive days shall be required to present to the Employer a medical certificate within fourteen (14) days after resuming duties.

## 20.02 Eligibility for Extended Disability Benefits

For the purpose of this article, "Eligibility for EDB" means the employee must be employed at least one (1) year, must have Extended Disability coverage with ASEBP and a doctor's written recommendation that the illness will exceed the ninety (90) calendar day elimination period.

- (a) After ninety (90) calendar days of continuous absence due to disability, the employee may be approved for extended disability benefits by the benefits provider.
- (b) An employee who has extended disability coverage and meets the eligibility requirements above, who has exhausted their sick leave bank prior to reaching the maximum of ninety (90) calendar days required for eligibility for EDB, shall have the difference topped up by the Employer.
- (c) Should extended disability reoccur as per Clause 20.02, employees may be placed back on extended disability benefits in accordance with ASEBP policy.

20.03 Where an employee has suffered an illness and/or has been paid under the provisions of the EDB, the employee will be required to provide a Certificate of Wellness to the Employer prior to returning to work. Upon their return to regular duty, they shall be entitled to accumulate sick leave under the provision of Clause 20.01 (a).

20.04 The cost of all medical certificates requested or required by the Employer shall be paid by the Employer.

20.05 When an employee leaves the employ of the Employer, all accumulated sick leave shall be cancelled and not paid out.

### Family Medical Leave

20.06 A regular or temporary employee is entitled to a maximum of four (4) days of leave during a school year to attend to the medical needs of an employee's parent, child or spouse. Such leave shall be at full pay and benefits and be taken from the employee's sick leave entitlement.

Part-time employees are entitled to this leave on a pro-rata basis.

### Personal Leave

20.07 (a) Effective on the date of ratification, the Employer agrees to grant one (1) personal leave day to employees. Commencing in the 2020-2021 school year, the Employer agrees to grant two (2) personal leave days.

Part-time employees are entitled to this leave on a pro-rata basis.

(b) If the Principal deems a replacement employee is required for the employee, the school will pay for the replacement employee.

## ARTICLE 21- LEAVES OF ABSENCE

21.01 A regular employee shall be granted leave, without loss of wages, to a maximum of five (5) regular scheduled consecutive workdays in the event of the death of a spouse, child, parent of employee or spouse, brother, sister, or a relative who is a member of the employee's household.

- 21.02 A regular employee shall be granted leave, without loss of wages, to a maximum of three (3) regular scheduled consecutive workdays in the event of the death of a grandparent of employee or grandparent of spouse, grandchild, sister-in-law, brother-in-law, daughter-in-law and son-in-law.
- 21.03 In the event of a death of another relative or close friend of a regular employee, the Employer shall grant one (1) working day off, with pay, to attend the memorial or funeral services or to act as a Pallbearer.
- 21.04 Special requests for additional days of bereavement in the death of a spouse or child or for special circumstances may be approved by the Employer.

#### **Maternity / Parental and Adoption**

- 21.05 (a) As referenced in the *Employment Standards Code*, leave of absence, without pay or benefits, shall be granted upon four (4) weeks written notice, where possible, to an employee who is pregnant or who will be the primary caregiver of a natural or adopted child of that employee who has been employed by the Employer for a least ninety (90) days. Such leave shall be for a definite period not to exceed sixteen (16) consecutive weeks for maternity leave, sixty-two (62) consecutive weeks for parental (birth or adoption) leave.
- (b) The regular employee shall obtain and submit a certificate from a physician certifying her pregnancy and approximate day of confinement. The date of the beginning and termination of leave shall be mutually agreed. Where there is not mutual agreement, or subsequent extraordinary circumstances occur, the Employer shall determine the dates of such leave on the recommendation of the physician.
- (c) The Employer shall advise each employee to apply for extended disability benefits at least thirty (30) days in advance of her expected eligibility for such benefit. After ninety (90) consecutive calendar days of disability, the employee shall apply for extended disability benefits and no further salary shall be payable.
- (d) The health related portion of the employee's maternity leave shall be as determined by medical documentation. The Employer agrees to top up the EI benefits received by the employee to an amount equal to ninety-five percent (95%) of the employee's normal weekly earnings, during the health related portion of the leave, falling within the sixteen (16) weeks. The Employer agrees that, as part of the topping up process, it will pay for the one (1) week EI waiting period, provided that the employee does not receive any EI benefits for that period and has applied for EI as per Clause 21.05(d). The provisions of the sick leave article shall not apply in the case of maternity leave. The Employer shall pay its portion of each employee's benefit plan premiums during the health related portion of her maternity leave to a maximum of sixteen (16) weeks. The remainder of the maternity leave not covered by the health related portion shall be without pay and benefits.
- (e) The regular employee returning to work after maternity, parental or adoption leave shall provide the Employer with at least four (4) weeks prior notice, in writing. On return from maternity leave the regular employee shall resume her former position or a comparable position in the same classification.
- (f) Parental leave shall be granted to qualifying employees in accordance with the *Employment Standards Code*, the total of Maternity and Parental Leave shall not exceed seventy-eight (78) weeks. Should two employees be entitled to share a parental leave, only one of them may be absent from work at one time, except by permission of the Employer.
- 21.06 Leave of absence, without loss of salary, shall be granted to full-time, part-time and temporary employees:

- (a) for jury duty or any subpoena related thereto; or
- (b) for time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of their employment shall be considered as time worked and shall be paid at the appropriate rate of pay.
- (c) to answer a subpoena to attend as a witness in any proceeding, except against the employee or an employee's defense against the Employer, authorized by law to compel the attendance of witnesses, provided that the employee remits to the Employer any witness fee or jury stipend (excluding allowances and/or expenses) set up by the court or other body.
- (d) Subject to the Employer's discretion, when a regular employee, who, despite reasonable effort, is unable to travel to work from their usual place of residence because of inclement weather, impassable road conditions, or the failure of transportation facilities, other than the employee's own, shall be entitled to full salary and benefits for the period of absence.

21.07 The Employer agrees to grant a leave of absence, with pay, for the following incidents and for the following maximum annual days for each incident, provided the full-time and part-time employee is required to attend to the incident during their normal hours of work:

<b>INCIDENT DAYS</b>	<b>ANNUAL MAXIMUM</b>
(a) To write an examination to upgrade their employment qualifications for work	not more than one (1) day
(b) To attend to the serious illness, accidents or disability of a spouse, child, parent of employee or parent of spouse, brother, sister or a relative who is a member of the employee's household	not more than five (5) days annually

Part-time employees are entitled to these benefits on a pro-rata basis.

21.08 A regular employee may make an application to the Employer for a leave of absence, with or without pay. Such application shall be in writing stating the reason(s) necessitating the leave.

- (a) When an employee is given a leave of absence greater than thirty (30) days without pay for any reason, (except pregnancy and parental leave) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.
- (b) A regular employee who is absent on authorized leave without pay under this article, in excess of thirty (30) consecutive calendar days, shall cease to accrue any benefits under this Collective Agreement for the entire period of absence.
- (c) Under the *Employment Standards Code* or any changes thereto, eligible employees are entitled to a number of unpaid Job Protected Leaves as follows:

Compassionate Care Leave

Domestic Violence Leave

Critical Illness Leave

Death or Disappearance of Child Leave

Reservist Leave

Personal and Family Responsibility Leave

Leave for Citizenship Ceremony

21.09 The Employer may require written verification for any leave of absence under this article.

### **Union Leaves**

21.10 Leave of absence shall be granted to an employee, upon written request to the Employer, to attend the union convention as an elected or appointed representative, or to attend executive and committee meetings of CUPE or any affiliated organization. The employee shall continue to receive their regular wages and benefits from the Employer who will then invoice the Union for the full cost of wages and benefits attributed to each leave.

21.11 Where the Employer approves a leave of absence for an employee to represent the Union or to fill a full-time position with the Union, such leave of absence shall be without pay and without benefits and such leave shall be renewable on a year by year basis. Provided the employee remains eligible to remain on the Employer's health plans, the Employer agrees to continue health plan benefit contributions on behalf of the employee provided the employee reimburses the Employer for the full contributions made on behalf of the employee.

21.12 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses including travel time, mileage and meals, where eligible.

## **ARTICLE 22 - PAYMENT OF WAGES**

22.01 The Employer agrees to pay wages to twelve (12) month employees in twelve (12) payments, in accordance with the hourly wage schedule. The Employer agrees to provide each employee with a digital itemized statement of their wages, overtime and deductions with each payroll deposit.

22.02 The Employer agrees to pay wages to employees based on an annualized salary sheet in accordance with the hourly wage schedule. Regular employees will have the option to defer 16.67% of their monthly salary to be paid out in the months of July and August. Employees will also have the option to opt-out of deferral with the understanding that once the opt-out option has been taken by an employee they may not opt back into the program until September of the next school year.

## 22.03 Salary Grid

Classification	Level 1	Level 2	Level 3	Level 4	Level 5
Technician	23.18	24.36	25.58	26.85	28.19
Administrative Assistant 2/ Office Clerk 2	20.76	21.92	23.14	24.32	25.58
Administrative Assistant 1/ Office Clerk 1	18.28	19.45	20.66	21.93	23.33
Learning Commons Facilitator	17.00	18.07	19.22	20.42	21.72
Educational Assistant 2	16.62	17.69	18.77	19.94	21.12
Educational Assistant 1	15.41	16.39	17.40	18.47	19.67
Custodian	16.88	17.93	19.05	20.23	21.51
Learning Commons Assistant	15.00	15.61	16.62	17.66	18.76
Clerical Assistant	15.00	15.61	16.62	17.66	18.76
Dietary Aide	15.41	16.39	17.40	18.47	19.67

22.04 Employees shall receive pay step advancements on the first of the month following the completion of 1820 hours worked at each step of the pay range to which the employee has been allocated.

22.05 The Employer shall place new employees on the grid based on their qualifications and experience.

## ARTICLE 23 - JOB CLASSIFICATION / DESCRIPTION

23.01 The Employer shall provide the Union and the employee a copy of the job description.

23.02 Should the Employer introduce a new classification:

- (a) the pay for the new classification shall be established by the Employer;
- (b) the Employer shall notify the Union of the pay for the new classification;
- (c) in the event that the pay for the new classification is not acceptable to the Union, the Union shall, within thirty (30) calendar days from the date they received notification, notify the Employer that they want to negotiate the pay for the new classification;
- (d) the Employer and the Union shall meet to negotiate the pay for the classification;

- (e) if a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date the Union received the notification, the Union shall have an additional fourteen (14) calendar days to refer, in writing, the pay for the new classification to mediation and or arbitration in accordance with Article 9.

## **ARTICLE 24 - HEALTH PLAN BENEFITS**

24.01 Subject to the provisions of the master policies, and upon completion of the probationary period, not including any extensions, all eligible employees as a condition of employment shall be enrolled in the plans outlined in Article 24.02. Employees are required to complete all required documents signed and delivered to the Human Resources department within fifteen (15) working days of receipt. Employees who commence employment with the Employer between the first (1<sup>st</sup>) of the month and the fifteenth (15<sup>th</sup>) of the month shall commence on the plans effective the first day of the month. Employees who commence employment with the Employer between the sixteenth (16<sup>th</sup>) and the end of the month shall commence on the plans the first day of the month following:

- 24.02 (a) ASEBP Extended Disability— Plan D1
- (b) ASEBP Life and Accidental Dismemberment—Plan 2A
- (c) ASEBP Dental Plan—Plan 3C
- (d) ASEBP Extended Health Care—Plan 1
- (e) ASEBP Vision Plan—Plan 3
- (f) Alberta Health Care (if applicable)

24.03 All full-time employees, subject to the acceptance of the provider, shall be entitled to have one hundred (100%) percent of benefit premiums paid by the Employer.

24.04 An eligible part-time employee shall receive those benefits on a pro-rata basis of their part-time hours worked to the position full-time equivalent hours of work.

If part-time employees wish to have these benefits they must request them from the Employer.

During July and August, the Employer shall continue to pay its portion of premiums for all employee benefit plans, except in the case of layoff which is outlined in Article 14.08. In the event that an employee is not recalled in September, benefits continuation shall cease.

### **Change of Carriers**

24.05 It is understood that the Employer may, at any time, substitute another carrier for any plan provided the benefits and qualifiers for coverage remain the same. Before making such a substitution, the Employer shall notify the Union.

24.06 The Employer will maintain a Health Spending Account (HSA) that adheres to Canada Revenue Agency (CRA) requirements. Effective September 2020, the Employer agrees to increase the HSA for each employee, to four hundred and fifty (\$450.00) dollars allotted on an annual basis, prorated to an employee's FTE. Should an employee commence employment during the school year after September 1<sup>st</sup>, their contribution will be pro-rated to the balance of the year. The unused balance will be carried forward to the extent permitted by the CRA. Notwithstanding, no HSA credits will be contributed for employees who are in receipt of extended disability benefits (EDB), in receipt of a

pension under the Local Authority Pension Plan or on leaves of absence of thirty (30) days duration or more. Employees leaving the employ of the Employer, for any reason, will forfeit any remaining balance.

## **ARTICLE 25 - GENERAL**

### **Resignation**

25.01 An employee shall provide one (1) month written notice of resignation to the Employer.

### **Bulletin Boards**

25.02 The Employer shall provide bulletin boards which shall be placed so that all employees shall have access and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or union activities.

### **Copies of Collective Agreement**

25.03 Electronic copies of the Agreement will be provided to the employees.

### **Gender Neutral**

25.04 The Union and the Employer agree to use gender neutral language throughout the Collective Agreement

### **Mileage Reimbursement**

25.05 When a regular employee is required to use their private automobile to travel on school business, the employee shall be reimbursed mileage expenses as set by the Employer's administrative procedure.

### **Workers Compensation**

25.06 Eligible employees shall be covered by the Workers Compensation Act.

An employee who is prevented from performing regular duties as a result of an injury sustained in the performance of duties with the Employer and is eligible to receive Worker's Compensation, shall be paid regular wages during the period the employee is required to remain off work provided the employee assigns over to the Employer any eligible Worker's Compensation Board payments.

25.07 The employees listed in Appendix "A" shall be entitled, upon retirement, to those amounts listed.

### **Local Authorities Pension Plan (LAPP)**

25.08 All employees who meet the eligibility requirements of the Local Authorities Pension Plan (LAPP) shall be entitled to participate in the plan, or any successor plan, in accordance with the terms and conditions of the Local Authorities Pension Plan or the terms and conditions of the successor plan. Employees who are not full-time but who work more than fifteen (15) hours per week, but less than thirty (30) hours per week, shall also be eligible to participate. Employees are responsible to inform the Employer that they intend to participate.

**ARTICLE 26 - TERM AND EFFECTIVE DATE**

- 26.01 Unless otherwise specifically provided for in the Agreement, this Agreement shall take effect September 1, 2018 and shall remain in effect until August 31, 2021 and shall continue from year to year thereafter unless a new Agreement is ratified by both parties. Notice to commence bargaining shall be in accordance with Clause 26.02.
- 26.02 Not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the termination date of this Agreement, either party may give to the other party a notice, in writing, of its intention to commence bargaining.
- 26.03 A notice to commence bargaining shall contain the particulars of all amendments which the party serving the notice wishes to consider during bargaining.
- 26.04 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_ 2020.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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**APPENDIX "A"**

Grandfather Employees  
RRSP Clause 25.04

<u>Employee #</u>	<u>Amount Due</u>
0154	\$3,000
0151	\$3,000
0153	\$3,000 (Board Motion #2005-216, September 26, 2005)

The Employer will pay out the above amounts within thirty (30) days following the date of ratification. Employees shall be given the choice of either direct payment or transferred to employee's RRSP account.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

**APPENDIX "B"**

East Central Alberta Catholic Separate School Division

Letter of Intent

To the Support Staff of E.C.A.C.S.S.D.:

The Employer recognizes that there is a need to have an evaluation process in place for all support staff employees. Evaluations will be conducted in accordance with Administrative Procedure 409. The absence of an evaluation shall mean the employee meets expectations.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

**Letter of Understanding # 1  
Re: Contracting Out**

The Union recognizes that the Employer has the right to contract out any work or services within its' jurisdiction.

The Employer agrees that there shall be no contracting out of work which is currently provided by employees covered by Certificate #237-2018.

Employees who are not covered by this Collective Agreement shall not perform the job of an employee covered by this Collective Agreement if it would result in a layoff, the extension of a layoff, reduction of hours, pay or staff.

Employees who are not covered by this Collective Agreement are entitled to perform tasks in the case of instruction, experimentation, or in urgent situations where the employee is not available, provided that the performing of this work does not reduce the full-time or part-time hours of work or pay of current employees.

The bargaining unit currently has two (2) regular technicians, one (1) in Vermilion and one (1) in Wainwright. The provisions of this LOU are only intended to apply to those two (2) positions. Nothing in this LOU nor in the Collective Agreement is intended to restrict or limit the Employer's right in regard to contracting out additional technical work that may arise.

For clarity, the preceding provisions are intended to protect current jobs and not intended to limit or hinder the school district from continuing the current practices of using parents, volunteers for student activities or to restrict the Employer from contracting technical services.

This Letter of Understanding will be incorporated into the Collective Agreement in the next round of bargaining unless negotiated otherwise.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

**Letter of Understanding #2**

**Re: Central Services Staff**

January 27, 2020

The parties have agreed that the Central Office support staff are permanently excluded from the CUPE bargaining unit. It is further agreed that CUPE will not apply to the Alberta Labour Relations Board to have Central Office staff included in the Bargaining Unit.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

**Letter of Understanding #3  
Re: Seniority Lists**

The parties agree to work collaboratively in establishing an initial Seniority List.

1. The Employer will provide the Local President with the existing Seniority List, on May 9, 2019.
2. The Local President shall distribute the list to all local members for confirmation of their seniority date.
3. The Union shall provide changes that may be required on the Seniority List to the Employer by June 15, 2019.
4. Any challenges to the Seniority List needs to be provided to Charlotte Snow, Payroll, in a form of documentation verifying the employee claim.
5. The Employer shall generate a revised list and provide to the Local President by June 25, 2019.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

**Letter of Understanding #4**

GOVERNMENT SPONSORED EMPLOYMENT

**Re: Summer Temporary Employment Program and  
Canada Summer Jobs Program**

The Employer may hire persons on a temporary basis through the Summer Temporary Employment Program (S.T.E.P.) or Canada Summer Jobs Program provided the Employer informs the Union of its intent and the salaries that will be paid to such persons.

No employee shall be displaced or suffer a loss of hours of work and/or pay and benefits due to the hiring of any persons through any Summer Temporary Employment Program or Canada Summer Jobs Program.

The terms and conditions of this Collective Agreement do not apply to students whose employment is part of the Summer Temporary Employment Program or Canada Summer Jobs Program

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020