

# **Corrected Employer Final Offer Living Waters Catholic Separate School Division and AUPE Local 071**

DECEMBER 1, 2022

TIME: \_\_\_\_\_

WITHOUT PREJUDICE

This proposal is complete except for any errors or omissions.

1. The following Articles have been signed off:

- Preamble;
- Article 1- Definitions;
- Article 2 - Application;
- Article 3 – Management Rights;
- Article 4 – Union Jurisdiction;
- Article 5 – Union Membership;
- Article 7 – No Discrimination;
- Article 11 – Grievance;
- Article 13 – Maternity and Parental Leave;
- Article 24 – Classification;
- Article 25 – RRSP;
- Article 26 – Labour Management Committee;
- Article 30 – Occupational and Safety.

2. The Employer is prepared to go back to current language:

- Article 6 – Time Off for Union Business;
- Article 8 – Respect in the Workplace;
- Article 9 – Probationary Period;
- Article 14 – Vacations;
- Article 16 – Overtime;
- Article 18 – Named Holidays;
- Article 19 – Sick Leave;
- Article 21 – Seniority;
- Article 29 – Protective Apparel and Footwear.

3. The Union withdrew their proposals on the following; therefore, revert to current language:

Article 27 – Transportation:

Article 28 – Training and Professional Development

4. The following modifications were agreed to by both parties during bargaining (where no modifications, maintain current language):

**Article 10 Discipline –**

10.01 All employees, except probationary employees, may be disciplined or dismissed on the basis of just cause only. **The Employer shall provide notice of disciplinary action or investigation within ten (10) work days of the Employer becoming aware of the incident giving rise to discipline.**

10.02 Addition of “There shall only be one (1) personnel file for each Employee.”

10.06 Abandonment of Position

An Employee who is absent for more than three (3) consecutive work days without the prior approval of their direct supervisor or designate shall be considered to have terminated their position (Moved from 17.02)

Maintain current language for the balance of the article.

**Article 12 – Vacancies**

12.01(a) All vacancies (including permanent part-time or full-time, temporary and casual positions) and all newly created positions shall be posted bargaining unit-wide on bulletin boards at each worksite, and posted on the Employer’s website for a minimum of five (5) consecutive working days in advance of making an appointment. In urgent circumstances and with mutual agreement, postings may be of lesser duration.

12.01(b) The Chapter Chair and Membership Services Officer shall be notified by fax or electronically of each posting at the time it is made.

Maintain balance of article as current language.

**Article 15 – Hours of Work**

15.01 (a) Secretary

The minimum normal hours of work in a full day for a Permanent Full-Time Employee shall be seven and one-half (7 ½) hours exclusive of meal breaks.

However, this does not constitute the maximum hours an Employee may be required to work in a day.

- (b) Library Clerk, Financial Assistant, Clerk Typist, School-based Technology Clerk, Student Services and Off-Campus Education Coach and Early Childhood Facilitator

The minimum normal hours of work in a full day for a Permanent Full-Time Employee shall be seven (7) hours exclusive of meal breaks. However, this does not constitute the maximum hours an Employee may be required to work in a day.

- (c) Educational Assistant and Lifeskills Facilitator

The minimum normal hours of work in a full day for a Permanent Full-Time Employee shall be six and one-half (6½) hours, exclusive of meal breaks. However, this does not constitute the maximum hours an Employee may be required to work in a day.

- (d) Custodians and Maintenance Personnel:

The minimum normal hours of work in a full day for a Permanent Full-Time Employee shall be eight (8) hours, exclusive of meal breaks. However, this does not constitute the maximum hours an Employee may be required to work in a day.

- (e) Nutrition Program Lead

The minimum normal hours of work in a day shall be three (3) hours. However, this does not constitute the maximum hours an Employee may be required to work in a day.

- (f) Classroom Supervisor

Classroom Supervisors work on a casual or temporary basis when a certified teacher is unavailable. There are three (3) types of Classroom Supervisors who will be called on in order of "Category" as per Article 23. The minimum normal hours of work shall be either a full day of eight (8) hours or a half day of four (4) hours.

- (g) Employees Working in Multiple Positions

**When an Employee works in more than one position and/or classification, the regular hours of work within the bargaining unit shall not be reduced. The minimum normal hours of work in a full day for a Permanent Employee working in two (2) or more Part Time positions shall be eight (8) hours, exclusive of meal breaks.**

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

### **Article 17 – Leaves of Absence**

#### 17.01 Notification of Leave

An Employee shall request any leave under this Article from their principal or supervisor as define in the Employment Confirmation Letter prior to the commencement of any leave of absence and shall outline the nature of their leave request.

#### 17.02 Critical Illness

- (a) Temporary leave of absence, with pay and benefits, necessitated at the time of critical illness shall be granted as follows:
  - (i) For members of the immediate family: Spouse, child, parent, brother, sister, parent-in-law, grandchild, grandparent, son-in-law, daughter-in-law; a period not exceeding five (5) days.
  - (ii) The five (5) day period may be extended upon application to the Superintendent or Designate. The granting of an extension to such leave shall be at the sole discretion of the Superintendent or Designate.
  - (iii) Critical illness shall mean a life threatening illness. Medical evidence attesting to the critical illness must be provided by the Employee to the Superintendent.

#### Bereavement Leave

- (b) Temporary leave of absence, with pay and benefits, in the event of a death, shall be granted as follows:
  - (i) For members of the immediate family: Spouse, child, parent, brother, sister, parent-in-law; a bereavement period not exceeding five (5) days. The five (5) day period may be extended upon application to the Superintendent or designate. The granting of an

extension to such leave shall be at the sole discretion of the Superintendent or designate.

- (ii) To attend the funeral of aunt, uncle, nephew, niece, grandparents, grandchild, and other in-laws, a bereavement period not exceeding three (3) days leave, and the bereavement period may be extended to a maximum of five (5) days upon application to the Employer. The granting of an extension to such leave shall be at the sole discretion of the Superintendent or designate.

17.03 Personal Leave

- (a) Subject to the operational requirements of the school, an Employee is entitled to two (2) days of personal leave with pay in each school year. The first full or half day of personal leave in any given year may be accumulated to a maximum of three (3) days.
- (b) Personal Leave days shall be prorated in accordance with the date of hire.

17.04 Court Appearances

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

17.05 Family Medical Leave

- (a) Subject to the prior approval of the principal, an Employee shall be granted up to one (1) day leave of absence with pay per year for the purpose of obtaining necessary medical or dental treatment not available locally for members of their immediate family provided the assistance of the Employee is required. Immediate family shall be defined as the Employee's parents, spouse, sons, or daughters.

- (b) An Employee who requires time off for the purpose of attending medical, dental or such appointment shall be granted time off with pay and benefits in accordance with Article 19.01, under Sick Leave. An Employee may be required to provide proof of attending such appointment.
- (c) Such leave must be taken during the year in which it is earned.

17.06 Child Medical Leave

Employees shall be entitled to four (4) days per year of paid leave for the purpose of unexpected medical care for the Employee's children.

17.07 Birth or Adoption of a Child Leave

Employees shall have one (1) day of leave with pay to be present at the time of the birth or adoption of their child. This day shall be the day of the birth/adoption, or either the day before, or the day after the birth/adoption of their child.

17.08 Education Leave

- (a) The Parties agree that Employees may be eligible for Educational Leave during the term of the current Collective Agreement as follows:
  - (i) Employees may apply in writing to the Employer for leave without pay or benefits for up to one (1) year for the purpose of continuing their education. The application shall include the date of commencement, the date of return, and the purpose of the leave. Application shall be made at least ninety (90) **calendar** days prior to the commencement of leave.
  - (ii) Education leave shall be granted in accordance with the needs of the Division, and at the discretion of the Superintendent.
  - (iii) Upon return from such specified leave, the Employee shall be returned to their former position or shall be placed in a comparable position.

17.09 Political Leave

- (a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that an Employee may be a candidate in federal, provincial or municipal elections.
- (b) Employees who are elected to public office shall be allowed leave of absence without pay for a maximum of two (2) terms.

17.10 Other Leaves

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

## **Article 20 – Health Benefits**

### **20.10 Combined Health Spending and Wellness Account**

**NOTE: Where Article 20 designates HSA this will be modified to read HSA/WSA**

(a) Upon approval from ASEBP as to date of commencement (September 1, 2023), the Employer shall provide a Health Spending/Wellness Spending account (HSA/WSA) to all eligible full time permanent employees. The Employer agrees to contribute each school year in the amount of **\$750.00** to the HSA/WSA. The plan shall be administered by the ASEBP in accordance with Canada Revenue Agency and the Income Tax Act of Canada for the benefit of the qualifying employee and their dependent.

(b) The HSA/WSA shall be provided to eligible Permanent Part-time Employees on a pro-rated basis (minimum of fifty percent (50%) based upon the annualized regular hours of work as of September 1<sup>st</sup>).

Maintain current language for the balance of the agreement

## **Article 21 – Seniority**

**b) Temporary Employees do not have seniority. However, when a Temporary Employee becomes a Permanent Full-Time or Permanent Part-Time Employee, the Temporary Employee's prior service shall be credited , provided such period(s) of Temporary Employment is contiguous with their Permanent Employment, excepting summer layoffs.**

**c) Seniority shall not apply to Casual Employees.**

Balance of the article is current language.

## **Article 22 – Layoff and Recall**

**Where no modification is listed, there is a return to the current language.**

22.01 The parties recognize the value of a discussion, prior to laying off Employees in the Bargaining Unit. The purpose is to discuss the relevant factors related to the

layoff and every effort shall be made to minimize the impact of Employees. Prior to the implementation of the article , the Employer will provide to the Union:

- a) A current seniority list;
- b) a list of affected classifications and Employees; and
- c) the reason and anticipated duration of the layoff.

22.02 a) Except in case of an unforeseen or emergent circumstance, the Employer will notify a Permanent Full-Time or Permanent Part-Time Employee who is to be laid off thirty (30) calendar days prior to the date the layoff is to occur.

b) In the event that a layoff all Permanent Full-Time and Permanent Part-Time Employees shall be waived and the Employee shall receive one (1) days' pay for work day the notice period is short of the required notice.

c) Temporary and Casual Employees shall be terminated before any regular Employee is laid off.

22.03 Current Language

22.04 Employees on layoff may work within their Ward on a casual basis in any classification for which they are qualified and **paid at the casual rate.**

22.045 When work becomes available, Employees on layoff shall be recalled by Ward and by classification in the order of seniority, if in the opinion of the Employer they have the qualifications and ability to do the work available.

22.05 ~~Delete —“Employees shall be provided with a written notice of recall.”~~

22.06 The laid off Employee shall keep the Employer informed, in writing of any change of address and **their preferred method of communication (ie. current phone number, personal email address or mailing address).**

22.07 ~~Delete “Employees shall be provided with a written notice of recall by registered mail. The Employer will also contact the Employee by phone or email.”~~

The Employer shall notify a laid off employee being recalled by contacting the Employee via their stated preferred method of communication (ie phone call, email or registered letter). If the Employer is unable to contact the Employee via phone or email, recall notice shall be sent by registered letter, mailed to the last known address of such an employee.

In the event the Employer is unable to contact the Employee by telephone, recall shall be deemed to have been carried out **seven (7) calendar** days after delivery of a registered letter to last known address of the Employee as shown on the



Employer's records and, if the letter is returned to the Employer, recall shall be deemed to have been carried out effective the date the letter is returned to the Employer.

**22.08** In the event of a Notice of Recall:

(a) A laid off Employee who receives a Notice of Recall shall advise the Employer, in writing, if intending to return to work. The Employer must receive this within ~~five (5)~~ **seven (7)** calendar days after the **receipt** of the Notice. The Employee shall be available to work within ten (10) calendar days after the **receipt** of the Notice of Recall.

(b) Current Language

(c) Provided the Employee has **not** declined a recall notice to return to work as provided above, the right of recall shall extend for a period of twelve (12) months from the date of layoff. Upon the expiration of the right to recall (after 12 months) the Employee's employment relationship with the Employer will be terminated.

**Article 23 – Wages and Premiums**

**23.01** Employees shall be paid in accordance with the job classifications and wage rates outlined in Salary Schedule "A" - Grids.

(a) Educational Assistants –

Certified - This classification is expected to have an Educational Assistant/Teacher Assistant Certificate from a certified post-secondary educational institution.

Non –Certified – This classification are those employees who are not in possession of an Educational Assistant/Teacher Assistant Certificate.

(b) Classroom Supervisor works on a casual or temporary basis when a Certified teacher is not available. There are three (3) types of Classroom Supervisors who will be called on in order of "Category."

Category A – Degree other than Education. Individuals must hold a minimum of a Bachelor Degree from a recognized University.

Category B – Post Secondary Diplomas, Certificates or individuals who have completed at least one (1) year in a recognized education program from a recognized college or post-secondary institution. To be used when Category A

replacement classroom supervisors are unavailable.

Category C – High School Education – To be used when Category A or Category B replacement classroom supervisors are unavailable. Individuals must hold an Academic High School Diploma, be recommended by a school or District administrator and can only be used in ECS to Grade 9 classrooms.

23.02 Normally, a new Employee shall be hired at step one (1) in the hourly wage schedule, however, at the sole discretion of the Employer, with consideration for previous experience and market demands, a new Employee may be hired at a higher wage level.

- 23.03
- (a) All incremental increases within a pay range for a classification will be granted on the anniversary date of placement in the classification.
  - (b) Permanent Full-Time Employees advance one (1) step on the grid in each year.
  - (c) Permanent Part-Time Employees will advance one (1) step after two (2) full calendar years.
  - (d) When the Employer initiates the transfer of an Employee to a classification with a higher Rate of Pay, they shall be advanced to the start rate of such higher classification, except where the start rate is lower than the Employee's existing Basic Rate of Pay. In this case, they shall be advanced to the next higher increment for the higher classification that provides for, at least, a three percent (3%) increase in salary.
  - (e) When the Employer initiates the transfer of an Employee to a classification with a lower Basic Rate of Pay the Employee shall not be eligible for further pay increases until the rate of Basic Pay surpasses the Employee's current Basic Rate of Pay (i.e. red-circled/grandfathered).

23.04

**All employees will be required to submit an electronic timesheet and staff absence form, using the Atrieve software, as per the payroll calendar established annually by the Employer.**

The payroll department will process the submitted information and electronically deposit the Employee salary payments.

**Article 31:**

**Changed to AUPE's new address**

**10025 182 St NW  
Edmonton, AB  
T5S 0P7**

Maintain current language

Term of Agreement

September 1, 2020 – August 31, 2024.

Salary\*

September 2020 - 0%

September 2021 – 0%

June 1, 2023 – 1.25%

February 1, 2024 – 1.5%; Additional 0.5% subject to the Provincial Gain Sharing Formula\*\*.

\*\* Gain Sharing Formula:

Alberta's 20-year average (2000-2019) of Red Gross Domestic Product (GDP) is 2.7%. Provided that the "Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages retroactively effective on the sixth (6<sup>th</sup>) month of your referenced contract year.

"Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year would be a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions:"

- Conference Board of Canada
- Stokes Economics
- BMO Capital Markets
- CIBC World Markets
- Laurentian Bank
- National Bank
- RBC Royal Bank
- Scotiabank
- TD Bank

The most recent publicly available forecast for Alberta's Real GDP for 2023 would be sourced from each institution at the time the pay-out determination would be made in February 2024.

The "Average of All Private Forecasts for Alberta's Real GDP" for 2023 will be published in *Alberta Budget 2024*. The Provincial Bargaining Coordination Office (PBCO) can assist your organization with determination of the formula in February of 2024.

**Schedule A:**

Two Educational Assistant Grids:

There will be two grids for Educational Assistants. One for certified and one for non-certified Educational Assistants.

Any non-certified educational assistant hired before the date of ratification of the 2020-2024 Collective Agreement will be maintained on the certified educational assistant grid so long as the employee maintains "Continuous" employment with the employer. If continuous employment is not maintained any non-certified educational assistant retired by the employer will be placed on the non-certified educational assistant grid.

Continuous employment shall be defined as unbroken periods of employment during the normal working periods associated with the position. Continuous employment shall not be broken by any periods of layoff as per Article 22.

Educational Assistants hired after the ratification of the agreement would be placed on the appropriate Educational Assistant grid and step based on certification.

No changes in the grids or placements for Educational Assistants shall result in a loss of pay for current employees.

\*Once evidence is received by Human Resources that a current Educational Assistant has completed their certification. They will change classification to Certified Educational Assistant and the pay adjustment to the Certified Educational Assistant grid will occur in the pay period following the receipt of the certificate or diploma by Human resource.

Any salary increases will apply to both the certified and non-certified salary grids for Educational Assistants.

All other classification grids will also have salary increases applied.

Effective September 1, 2020, increase by 0%

Classification	1	2	3	4	5	11
Financial Assistant	20.94	22.48	23.82	25.23	26.61	27.44
Secretary	20.07	21.60	22.97	24.35	25.76	26.53
Clerk-Typist	18.65	20.06	21.44	22.77	24.24	24.95
Certified Educational Assistant	20.93	21.74	22.54	23.38	24.27	25.01
Non-Certified Educational Assistant	20.03	20.81	21.57	22.37	23.23	23.93
Library Clerk	20.93	21.74	22.54	23.38	24.27	25.01
Custodian	17.60	18.62	19.56	20.56	21.59	22.23
Maintenance Personnel	23.24	25.10	26.88	28.66	30.51	31.42
School-Based Technology Clerk	20.94	22.48	23.82	25.23	26.61	27.44
Student Services and Off-Campus Education Coach	23.24	25.10	26.88	28.66	30.51	31.42
Early Childhood Facilitator	20.94	22.48	23.82	25.23	26.61	27.44
Lifeskills Facilitator	20.94	22.48	23.82	25.23	26.61	27.44
Nutrition Program Lead	20.93	21.71	22.54	23.38	24.27	25.01
<b>Classroom Supervisor</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>			
- full day	178.20	156.48	134.75			
- half day	89.10	78.24	67.88			

Effective September 1, 2021, increase by 0%

Classification	1	2	3	4	5	11
Financial Assistant	20.94	22.48	23.82	25.23	26.61	27.44
Secretary	20.07	21.60	22.97	24.35	25.76	26.53
Clerk-Typist	18.65	20.06	21.44	22.77	24.24	24.95
Certified Educational Assistant	20.93	21.74	22.54	23.38	24.27	25.01
Non-Certified Educational Assistant	20.03	20.81	21.57	22.37	23.23	23.93
Library Clerk	20.93	21.74	22.54	23.38	24.27	25.01
Custodian	17.60	18.62	19.56	20.56	21.59	22.23
Maintenance Personnel	23.24	25.10	26.88	28.66	30.51	31.42
School-Based Technology Clerk	20.94	22.48	23.82	25.23	26.61	27.44
Student Services and Off-Campus Education Coach	23.24	25.10	26.88	28.66	30.51	31.42
Early Childhood Facilitator	20.94	22.48	23.82	25.23	26.61	27.44
Lifeskills Facilitator	20.94	22.48	23.82	25.23	26.61	27.44
Nutrition Program Lead	20.93	21.71	22.54	23.38	24.27	25.01
<b>Classroom Supervisor</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>			
- full day	178.20	156.48	134.75			
- half day	89.10	78.24	67.88			

Effective June 1, 2023, increase by 1.25%

Classification	1	2	3	4	5	11
Financial Assistant	21.21	22.76	24.11	25.55	26.95	27.79
Secretary	20.32	21.87	23.26	24.65	26.09	26.86
Clerk-Typist	18.88	20.31	21.70	23.05	24.54	25.27
Certified Educational Assistant	21.20	22.02	22.83	23.68	24.57	25.33
Non-Certified Educational Assistant	20.28	21.07	21.84	22.65	23.52	24.23
Library Clerk	21.20	22.02	22.83	23.68	24.57	25.33
Custodian	17.82	18.85	19.81	20.81	21.86	22.50
Maintenance Personnel	23.53	25.41	27.22	29.02	30.89	31.82
School-Based Technology Clerk	21.20	22.76	24.12	25.55	26.94	27.78
Student Services and Off-Campus Education Coach	23.53	25.41	27.22	29.02	30.89	31.82
Early Childhood Facilitator	21.21	22.76	24.11	25.55	26.95	27.79
Lifeskills Facilitator	21.20	22.76	24.12	25.55	26.94	27.78
Nutrition Program Lead	21.19	21.98	22.82	23.67	24.57	25.32
<b>Classroom Supervisor</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>			
- full day	180.43	158.44	136.43			
- half day	90.21	79.22	68.73			

Effective February 1, 2024, increase by 1.50%

Classification	1	2	3	4	5	11
Financial Assistant	21.52	23.11	24.47	25.93	27.35	28.20
Secretary	20.63	22.20	23.61	25.02	26.48	27.27
Clerk-Typist	19.16	20.62	22.03	23.40	24.91	25.64
Certified Educational Assistant	21.51	22.35	23.17	24.03	24.94	25.71
Non-Certified Educational Assistant	20.58	21.39	22.17	22.99	23.87	24.59
Library Clerk	21.51	22.35	23.17	24.03	24.94	25.71
Custodian	18.09	19.13	20.10	21.12	22.19	22.84
Maintenance Personnel	23.88	25.79	27.63	29.46	31.35	32.29
School-Based Technology Clerk	21.52	23.10	24.48	25.93	27.35	28.20
Student Services and Off-Campus Education Coach	23.88	25.79	27.63	29.46	31.35	32.29
Early Childhood Facilitator	21.52	23.11	24.47	25.93	27.35	28.20
Lifeskills Facilitator	21.52	23.10	24.48	25.93	27.35	28.20
Nutrition Program Lead	21.51	22.31	23.16	24.03	24.94	25.70
<b>Classroom Supervisor</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>			
- full day	183.13	160.81	138.48			
- half day	91.57	80.41	69.76			