

EMPLOYMENT AGREEMENT

BETWEEN

PRAIRIE ROSE SCHOOL DIVISION NO. 8

and

Non Union, School-Based Support Staff

September 1, 2007 – August 31, 2012

Prairie Rose School Division No. 8

Employment Agreement Non Union Educational Assistants

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**PRAIRIE ROSE SCHOOL DIVISION NO. 8
EMPLOYMENT AGREEMENT
NON-UNION EDUCATIONAL ASSISTANTS**

Effective January 1, 2008

Between:

The Board of Trustees of Prairie Rose School Division No.8
(hereinafter referred to as "the employer")

and

The Non-Union Educational Assistants
(hereinafter referred to as "the employees")

Preamble –

WHEREAS the non-union, school-based, non-teaching employees (non- union educational assistants) have agreed to discuss collectively the conditions of their employment, and

WHEREAS the terms and conditions of employment of the non-union educational assistants have been the subject of discussions between the Board of Trustees of Prairie Rose School Division No. 8 and representatives of the employees, and

WHEREAS the employer and the employees desire that these matters be set forth in an agreement to define the terms of employment of the non union educational assistants,

NOW THEREFORE this agreement witnesseth:

Article 1 MEMBERSHIP

This agreement applies to all non-union, school-based, non-teaching employees employed by Prairie Rose School Division No. 8 with the exception of Mennonite Liaison Workers.

Article 2 TERM AND EFFECTIVE DATE

2.1 This agreement shall, except where otherwise specified, take effect on January 1, 2008 and shall remain in effect from year to year unless amended by mutual agreement.

2.2 Either party may give to the other, not less than sixty (60) days nor more than one hundred twenty (120) days prior to the termination of this Agreement, a notice in writing of an intent to propose amendments to the Employment Agreement with the exception of Article 4.1 and Schedule A.

Article 3 EMPLOYEE CATEGORIES

3.1 Full time twelve-month employees are those who work at least 35 hours per week for 12 full months of the year.

3.2 Full time, ten-month employees are those who work at least 35 hours per week for ten full months of the year.

3.3 Part time employees are those who work less than 35 hours per week on a regular basis.

3.4 Casual employees are those who are called in occasionally to replace an absent employee or to supplement regular staff coverage. The rate of pay for casual employees will be the starting rate on the relevant grid.

3.5 All full time and part time employees shall be considered probationary for the first sixty (60) days worked. During this sixty (60) day work period, probationary employees shall not be considered as having regular status and shall not have recourse to the Grievance Procedure.

Article 4 WAGE GRIDS

4.1 Effective January 1, 2008, the wage grids will be increased by 4.5% on all steps.

4.1.1 Effective September 1, 2008 and each September 1 thereafter to September 1, 2011, the wage grids will be increased by the same percentage increase as granted to teachers provided increases in funding from Alberta Education support that increase.

4.1.2 The current wage grids will be attached to this agreement as Schedule A.

4.2 On September 1 or February 1 following the first full year of service, and each September 1 or February 1 thereafter, an employee's rate of pay will be advanced to the next step on the grid.

4.3 Ten month employees may choose to receive their pay in 12 monthly instalments. A request for a change in the method of calculating pay is to be provided to Payroll by September 15 of each year.

Article 5 BENEFITS AND PENSION

5.1 All employees working in excess of 15 hours per week shall be covered under Alberta Health Care and the following plans under the Alberta School Employees Benefit Plan (A.S.E.B.P.) in accordance with the Plan provisions:

- a) Life Insurance Schedule 2
- b) Extended Disability Plan D
- c) Extended Health Care Plan 1

- d) Dental Plan 3
- e) Vision and Hearing Aid Care Plan 3

5.1 Where there is a duplication of benefits because the spouse of an employee has the benefit plan or a similar plan, the employee may be exempted from the plan(s).

5.2 The employer will contribute the same percent toward the monthly benefit premiums paid as provided in the ATA collective agreement for the plans identified in Article 5.1.

Effective January 1, 2007, the Board will contribute toward the monthly premium of each plan as follows:

- a) Life – 90%
- b) Extended Disability Benefit – 90%
- c) Extended Health – 90%
- d) Dental Plan – 90%
- e) Alberta Health – 90%
- f) Vision and Hearing Care – 90%

Effective February 1, 2008 the Board will contribute toward the monthly premium of each plan as follows:

- a) Life – 92%
- b) EDB – 92%
- c) Extended Health – 92%
- d) Dental Plan – 92%
- e) Vision Care – 92%
- f) Alberta Health – 92%

Effective September 1, 2008 the Board will contribute toward the monthly premium of each plan as follows:

- a) Life – 94%
- b) EDB – 94%
- c) Extended Health – 94%
- d) Dental Plan – 94%
- e) Vision Care – 94%
- f) Alberta Health – 94%

Effective September 1, 2009 the Board will contribute toward the monthly premium of each plan as follows:

- a) Life – 96%
- b) EDB – 96%
- c) Extended Health – 96%
- d) Dental Plan – 96%
- e) Vision Care – 96%
- f) Alberta Health – 96%

Effective September 1, 2010 the Board will contribute toward the monthly premium of each plan as follows:

- a) Life – 98%
- b) EDB – 98%
- c) Extended Health – 98%
- d) Dental Plan – 98%
- e) Vision Care – 98%
- f) Alberta Health – 98%

5.3 Part-time employees who are eligible to participate in the plans will have their benefit premiums paid on a pro rata basis.

5.4 Employees who work a minimum of 1,560 hours per year over twelve months or 1,400 hours per year over ten months and meet the terms and conditions of the Local Authorities Pension Plan will be eligible for participation in the Plan.

5.5 Effective January 1, 2001, the employer will recognize vacation time as pensionable service for ten month, full time employees who are participating in the Local Authorities Pension Plan .

5.6 The Employer will contribute an amount per employee to a Health Spending Account, prorated for employees working less than a full-time equivalent, according to the following schedule:

<u>Effective Date</u>	<u>Annual Amount</u>
September 1, 2007	\$200
September 1, 2008	\$225
September 1, 2009	\$250
September 1, 2010	\$275
September 1, 2011	\$300

Article 6 VACATION PAY

6.1 Vacation pay will be calculated on the following basis as a percentage of the employee's gross earnings:

- 4% - less than 5 years of service
- 6% - between 5 and 10 years of service
- 8% - between 10 and 15 years of service
- 10% - more than 15 years of service

6.2 a) Vacation pay will be paid to full or part time, ten month employees by one of the following methods:

- calculated on each pay cheque as a percent of each month's gross earnings, or
- calculated once each year, in May, as a percentage of the year-to-date gross earnings

b) Employees must indicate, in writing to the Payroll Officer, which method is to be used for payment of vacation pay. A request for a change in the method of payment of vacation pay must be received by Payroll no later than September 15 of the current year.

6.3 Vacation pay for full-time, twelve-month employees will be paid when time-off is taken based on the equivalency of the percentages in Article 6.1 as follows:

4% = 2 weeks, 6% = 3 weeks, 8% = 4 weeks, 10% = 5 weeks.

6.4 Vacation pay for casual employees will be calculated on each pay cheque as a percent of that month's gross earnings.

6.5 For payroll calculation purposes, the vacation anniversary date is considered to be the first of the month for employees whose employment date is between the first day and the fifteenth day of the month (inclusive). The vacation anniversary date is considered to be the first of the following month for employees whose employment date is between the sixteenth and the last day of the month (inclusive).

Article 7 STATUTORY HOLIDAYS

7.1 An employee shall receive his/her average daily wage for the following statutory or general holidays provided the employee has worked for the employer for at least thirty (30) days during the preceding twelve (12) months and the employee is at work the work day immediately preceding and the work day immediately following such holiday unless the employee has been granted permission to be absent.

- | | |
|----------------|------------------|
| New Year's Day | Heritage Day * |
| Family Day | Labour Day * |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day * | Christmas Day |
| | Boxing Day |

7.2 Payment for Canada Day, Heritage Day, and Labour Day will only apply to 10 month employees who work the days immediately prior to and following the holiday.

Article 8 SICK LEAVE

8.1 Sick leave with pay will be given to all non-probationary, full time and part time employees who are eligible for coverage under the A.S.E.B.P. Extend Disability Plan

for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness, or disability in accordance with the following schedule:

- a) In the first two years of employment with the employer, two working days per month of service,
- b) Following two full years of employment with the employer, 90 calendar days.

8.2 Before any payment is made under the foregoing, the employee shall provide:

- a) a declaration, on a form to be provided by the employer, where the absence is for a period of three days or less,
- b) a certificate signed by a qualified medical or dental practitioner, when requested by the employer, where the absence is for a period of over three working days, and
- c) when the sickness extends for a period of over one month, at the discretion of the employer, a further medical certificate at the end of each month during the duration of the sickness.

8.3 When an employee leaves the employ of the employer all sick leave shall be cancelled.

Article 9 LEAVES OF ABSENCE

With Full Pay

9.1 For not more than 5 days per occurrence per school year due to the critical illness or death of any one of the following legal relatives of the employee or spouse: spouse, child, parent, brother, sister, daughter-in-law, son-in-law, or grandchild.

9.2 For not more than 3 days due to the death of any one of the following legal relatives of the employee or spouse: grandparent, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or any other relative who is a member of the employee's household.

9.3 For not more than one day per occurrence, to a maximum of two operating days per school year, to attend the funeral of anyone not previously identified in 9.1 or 9.2.

9.4 One day in the event of the birth of an employee's child or the adoption of a child by the employee.

- 9.5 a) For jury duty or for attending for selection purposes, or any summons related thereto.
- b) To respond to a subpoena or a notice to attend court in a criminal or civil matter that is not related to the personal affairs of the employee.
- c) The employee must remit to the employer any witness fee or jury stipend, excluding allowances and/or expenses, as set by the court or other body.

9.6 Personal leave with pay for not more than one regular work day in any school year may be granted with the prior approval of the principal, or maintenance supervisor where appropriate.

Without Pay

9.7 Leaves of absence without pay for periods up to five days, for personal or professional reasons, may be granted with the prior approval of the principal, or maintenance supervisor where appropriate.

9.8 Extended leaves of absence without pay and benefits, for personal or professional reasons, may be granted by the employer providing written application is made to the Secretary-Treasurer at least 30 days prior to the commencement of the leave.

Maternity Leave

9.9 Employees shall have access to the employer's Supplementary Unemployment Benefit Plan for the health-related portion of the leave in accordance with Article 8 and the terms of the SUB Plan. A copy of the SUB Plan will be included as an appendix to this agreement.

9.10 Employees returning from maternity or adoption leave, or any other leave without pay, shall be reinstated in the same or comparable position with the same wages and benefits received prior to the leave.

Article 10 GRIEVANCE

The following grievance procedure provides for the settlement of any difference or dispute between the employer and any non-probationary employee as defined by this Agreement relating to the interpretation, application, or administration of this Agreement.

Step 1

It is understood that an employee has no grievance unless the matter is first discussed with the principal, or Maintenance Supervisor, where appropriate, within 10 days of the incident giving rise to the complaint.

Step 2

Failing satisfactory settlement of the dispute in Step 1 the employee may present the grievance, in writing, to the Secretary-Treasurer, or Maintenance Supervisor where appropriate, within 5 days of the completion of Step 1.

Step 3

If the dispute remains unresolved after Step 2, the employee may, within 5 days of the completion of Step 2, request, in writing, a hearing before the Grievance Committee of the employer. The employee may choose to involve representatives of the employee group in a supportive role in the presentation of the dispute to the Grievance Committee. The Grievance Committee will meet to hear the issue under dispute within 15 days of receipt of the employee's request for a hearing.

Step 4

The Grievance Committee will provide its decision on the resolution of the dispute within 5 days of the hearing in Step 3. The decision of the Grievance Committee will be final.

Article 11 OVERTIME PAY

11.1 Hours worked by an employee in excess of 8 hours in a day or 40 hours in a week will be considered to be overtime and will be paid at a rate equal to one and one-half times the employee's regular rate of pay for such work.

11.2 An employee who is required to work hours that are in excess of their normal hours of work may choose to take time off with pay in place of regular pay for the hours or in the case of overtime, in place of overtime pay. Each hour of overtime will entitle the employee to one hour of time off with pay to be scheduled by agreement between the employee and the employee's immediate supervisor.

11.3 All overtime must be authorized in advance by the employee's immediate supervisor.

11.4 An employee who is "called in" and required to work outside the employee's regular working hours shall be paid for a minimum of three (3) hours at the employee's regular rate. Additional related duties may be assigned to cover a three-hour period. The employee shall be paid from the time the employee reports for duty.

Article 12 GENERAL AND TRANSITIONAL

12.1 The employer agrees that current employees will be given first opportunity to apply for vacancies. Notices of employment opportunities for all full time and part time employees will be posted in each school for a minimum of five working days and may be extended outside the jurisdiction.

12.1.1 Notwithstanding Article 12.1, vacancies that occur after February 1 in a school year may be filled by the principal, in consultation with the Superintendent, without providing notice of employment opportunities. These positions must be advertised prior to the next school year.

12.2 Employees re-hired within 15 months of a lay-off will have their previous experience with the employer considered for placement on the grid and for vacation pay rates.

12.3 Employees will be provided with no less than 30 days notice prior to a lay-off.

12.3.1 Notwithstanding Article 12.3, employees will be provided with no less than fourteen (14) days notice prior to a lay off due to a strike by Prairie Rose employees or a lockout by the employer.

12.4 Employees agree to provide 30 days written notice of their intention to resign from employment.

Article 13 SIGNATURES

Dated at _____ Alberta this _____ day of _____, 20__.

SIGNED ON BEHALF OF THE BOARD

SIGNED ON BEHALF OF THE EMPLOYEES

Board Chair

Secretary-Treasurer

Prairie Rose School Division No. 8 - Addendum A

SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB) PLAN

COVERAGE

All female employees eligible for sick leave benefits covered under the collective agreement, are covered by the Supplementary Unemployment Benefit Plan.

THE PLAN

1. The employer agrees to pay, during the health-related portion of maternity leave after the birth of the child, a Supplementary Unemployment Benefit which shall provide employees on maternity leave with an amount equal to 95% of the employee's normal weekly earnings. The employer will also pay the portion of the employee's benefit plan premiums specified in the collective agreement, for the health-related portion of the maternity leave.
2. This SUB Plan shall replace sick leave benefits during the health-related portion of the maternity leave that is after the birth of the child.
3. At the commencement of the employee's E.I. entitlement, the employee will begin receiving the employer portion of the Supplementary Unemployment Benefits.
4. The employer agrees to pay the Supplementary Unemployment Benefits for up to thirteen (13) weeks or for the period covered by accumulated sick leave, whichever is less.
5. The employer shall advise the employee to apply for extended disability benefits (EDB) at least thirty (30) days in advance of her expected eligibility for such benefits. After ninety (90) consecutive calendar days of disability, the employee shall apply for EDB benefits and no further salary, or Supplementary Unemployment Benefits, shall be payable by the employer.
6. This plan will come into effect as of September 1, 1997 and will continue in effect for the duration of this collective agreement.
7. Payments received under the SUB Plan will not reduce the claimant's accumulated sick leave, vacation leave, severance pay or any other accumulated credits from employment.

Schedule A – Wage Grids

Prairie Rose School Division No. 8 Non-Union Educational Assistants

Effective September 1, 2010

	<u>Start</u>	<u>6 Mos</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
School Secretary	17.03	17.85	18.66	20.32	21.96	23.59
Library Technician	17.03	17.85	18.66	20.32	21.96	23.59
Teacher Assistant I	16.37	16.79	17.19	18.04	19.66	21.28
Teacher Assistant II	16.78	17.40	18.04	18.81	20.45	22.11
Custodian I (Housekeeper)	15.14	15.53	15.94	16.55	17.63	18.58
Custodian II (Custodian)	17.65	18.11	18.59	19.27	20.58	21.44