

## **COLLECTIVE AGREEMENT**

Effective September 1, 2013

and

Ending August 31, 2016

between

the Board of Trustees of the  
Edmonton Catholic Separate School District No. 7,  
hereinafter referred to as the "Board"  
of the first part

and

Unifor, Local Union No. 52-A  
herein referred to as the "Local"  
of the second part

# TABLE OF CONTENTS

## NUMERICAL

Purpose .....	1
Article 1 - Recognition .....	1
Article 2 - Management Rights .....	2
Article 3 - Local Membership .....	2
Article 4 - Definitions.....	3
Article 5 - Promotions, Transfers and Vacancies.....	4
5.1 Staffing.....	4
5.2 Transfers.....	5
5.3 Probationary Period .....	5
5.4 Trial Period.....	6
5.5 Reassignment .....	6
Article 6 - Salary Administration .....	7
6.8 Long Service Increment (LSI) .....	10
6.9 Acting Pay.....	10
Article 7 - Hours of Work .....	10
Article 8 - Overtime.....	11
Article 9 - Public and Statutory Holidays.....	12
Article 10 - Vacation Leave .....	13
Article 11 - Sick Leave .....	14
Article 12 - Personal and Family Leave.....	15
Article 13 - Parental Leave .....	16
Article 14 - Leave of Absence .....	18
Article 15 - Leaves of Absence for Local Business .....	19
Article 16 - Education .....	20
Article 17 - Professional Development.....	20
Article 18 - Seniority and Service .....	21
Article 19 - Retirement .....	21
Article 20 - Benefits.....	21
Article 21 - Layoff.....	22
21.1 Layoff Procedure.....	22
21.2 Recall Procedure:.....	23
Article 22 - Discipline Procedure and Termination of Employment .....	24
Article 23 - Grievance Procedure .....	24
Article 24 - Duration and Termination of Agreement.....	26
Article 25 – Health Care Spending Account .....	26
Appendix A – Salary Schedules .....	28
Appendix B - Allowances .....	37
Multiple Worksite Allowance .....	37
Use Of Personal Vehicles .....	37
Appendix C – Seniority and Service Chart .....	37
Letters of Understanding .....	38
Subrogation Rights .....	38
Electronic Staffing Rounds.....	39
Union Engagement In New Employee Orientations.....	40
Contracting Out.....	40
Letter Of Understanding Re: Trial Of Flexible Scheduling .....	41

**TABLE OF CONTENTS**  
**ALPHABETICAL**

Acting Pay .....	10
Appendix A – Salary Schedules .....	28
Appendix B - Allowances .....	37
Benefits .....	21
Definitions.....	3
Discipline Procedure .....	24
Duration and Termination of Agreement.....	26
Education .....	20
Grievance Procedure .....	24
Health Care Spending Account.....	26
Holidays.....	12
Hours of Work.....	10
Layoff .....	22
Leave of Absence .....	18
Leaves of Absence for Local Business .....	19
Letters of Understanding .....	38
Long Service Increment (LSI).....	10
Management Rights .....	2
Membership.....	2
Overtime .....	11
Parental Leave.....	16
Personal and Family Leave .....	15
Professional Development .....	20
Promotions .....	4
Purpose .....	1
Recognition .....	1
Retirement .....	21
Salary Administration.....	7
Sick Leave .....	14
Termination of Employment .....	24
Transfers .....	4
Vacancies.....	4
Vacation Leave .....	13

## **PURPOSE**

Whereas, the terms and conditions of employment and salaries have been the subject of negotiations between the parties and whereas, the parties desire that these matters be set forth in an agreement to govern terms of employment of the School Support Staff; and

Whereas, the purpose of the Board is to:

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

Now therefore, the parties hereto agree as follows:

## **ARTICLE 1 - RECOGNITION**

- 1.1 (a) The Board recognizes the Unifor, Local Union No. 52-A, hereinafter referred to as the "Local", as the sole bargaining agent for those employees whose positions of employment are included under Certificate Number 39-2014. All support staff in Schools and all secretarial and clerical staff within the School District Administration Offices, Maintenance and Warehouse Buildings, excluding those employees exercising supervisory or managerial functions, those employed in a confidential capacity in matters relating to labour relations pertaining to the Local, those covered by existing certificate and those excluded by agreement.
- (b) Notwithstanding (a) above, application of this agreement shall not apply to casual employees.
- 1.2 (a) The Employer and Local agree that there shall be a Liaison Committee consisting of four (4) members each from the Employer and the Union. Meetings shall be held at mutually agreeable times. The role of the committee is to consider matters of mutual concern and promote harmonious relations.
- (b) The Employer will file with the Local all policy decisions that impact the working conditions of the Collective Agreement at the first liaison meeting following the adoption of the policy.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

Management and the direction of the working force are vested solely and exclusively with the Employer, and shall not in any way be abridged except by specific restrictions as set forth in this Agreement.

The Employer hereby retains the sole and exclusive control over any and all matters concerning the operation, management and administration of its business; the determination of the location, relocation, or termination of any or all of its facilities, including, without limitation, the determination of whether services or work will be carried out, subcontracted or otherwise acquired; the direction and control of employees including, but not limited to the determination of the number and qualifications, both technical and medical, of employees to perform work, the determination of quality and quantity standards and the required employee performance to meet such standards; the assignment of work or overtime; the right to select, hire, lay off, promote, discipline, suspend, discharge and retire; the right to determine job content; the right to determine the starting and closing time of work; the right to determine processes, methods and procedures to be employed, including technological change; the right to make and enforce rules, including safety matters, and to perform all other functions inherent in the administration and control and/or direction of business, except as expressly and specifically limited by the terms of this Agreement.

The foregoing enumeration of Management's Rights shall not be deemed to exclude other rights of management not specifically set forth. The Employer therefore retains all rights not otherwise specifically covered by this Agreement, irrespective of whether the same have been hereto exercised.

## **ARTICLE 3 - LOCAL MEMBERSHIP**

- 3.1 Membership in the Local is voluntary, and there shall be no discrimination by the Employer or the Local against an employee because of membership or non-membership in the Local.
- 3.2 As a condition of employment, the Employer will deduct from each employee regular monthly dues. The deduction will be made from the last pay in the month and remitted to the Treasurer of the Local on or before the fifteenth (15<sup>th</sup>) day of the following month. A statement shall accompany these deductions indicating from whom the deductions were made and the amount of each deduction. The Local shall advise the Employer in writing the amount to be deducted and the effective date.
- 3.3 The Employer shall provide to the Local, once per month, a list of employees including the name, location, classification, F.T.E., seniority date, contract status, home address, and home phone number.
- 3.4 Human Resources will notify the President of Unifor Local 52A the names of new Employees that are covered by this Agreement, by the end of the month in which their employment began.

## ARTICLE 4 - DEFINITIONS

- 4.1 A continuous employee is one who is employed by the Employer on an ongoing basis following successful completion of a six (6) month probationary period.
- 4.2 A probationary employee is a temporary, casual, or new employee who is the successful candidate on a posted permanent position.
- 4.3 A temporary employee is one who is employed on a temporary basis:
- i) for a specific assignment of more than three (3) months but less than twelve (12) months; or
  - ii) to replace an employee who is on an approved leave of absence for a period in excess of three (3) months; or
  - iii) to replace an employee who is on leave due to illness or injury where the employee has indicated that the duration of such leave will be in excess of three (3) months.
- 4.4 A casual employee is one who is:
- i) employed on a day-to-day basis; or
  - ii) regularly scheduled for a period of three (3) months or less for a specific assignment; or
  - iii) employed to replace another employee filling a position as per Article 1.1 (a) for a period of three (3) months or less.
- 4.5 A temporary position is a position established by the Employer for a specific assignment where the work is of limited or fixed duration exceeding three (3) months but less than twelve (12) months.
- 4.6 A permanent position is a position established by the Employer that requires services on a continuous basis and is intended to continue year after year.
- 4.7 Year shall be defined as:
- (a) for 10 month employees, a full school year generally from September of one year to June of the following year.
  - (b) for 12 month employees, a full 12 months from July of one year to June of the following year.
  - (c) for 10 month employees employed in the year round schooling program, 11 months from August of one year to the end of June of the following year.

4.8 Classification groupings shall be as follows:

- Administrative Support
- Coordinator and Counselor
- Early Learning Facilitator
- Educational Assistant
- Instructor
- Licensed Practical Nurse
- Media Resources
- Printing Services

4.9 F.T.E. shall mean full time equivalency.

4.10 A job specification is a general description of work typically found at a particular classification and level. A job specification is used as a point of reference against which jobs are measured to ensure cross district equity and consistency.

4.11 A job description is a written statement identifying key responsibilities about the work expected to be performed in a particular job.

## **ARTICLE 5 - PROMOTIONS, TRANSFERS AND VACANCIES**

5.1 Staffing

- (a) All permanent vacancies, temporary vacancies or newly created positions will be posted electronically for three (3) working days.
  - (i) The Employer shall implement a staffing bulletin for the purposes of posting vacancies not less than four (4) times per school year, provided one is in January. Between staffing bulletins, vacancies shall be filled on an interim basis and in accordance with Articles 5 and 21.
  - (ii) Any bulletins used in the layoff recall process will not be counted in the above count.
- (b) A notice of vacancy shall specify the classification, salary range, qualifications as described in the job specification, and other pertinent information.
- (c) Vacancies requiring the appointment of casual employees do not require a posting.
- (d) A continuous employee may apply for a temporary posting. Upon completion of the temporary position, the continuous employee will be placed in a vacant assignment equal to the classification, level and FTE of the position they held prior to the temporary position. The continuous employee will continue to accrue seniority during the term of the temporary position.

- (e)
  - i) Employees who are on the reassignment list and have previously held a position within the same classification and level will be offered the vacant position provided the employee has the qualifications to perform the work. In such cases, clause 5.1 (a) shall not apply and the vacant position will not be posted.
  - ii) Where two or more employees within the same classification and level are on reassignment, vacant positions will be offered in the order of seniority provided the employee has the qualifications to perform the work.
  - iii) Employees who refuse an offer of reassignment shall move to the bottom of the reassignment list.
  - iv) Employees who refuse an offer of reassignment after moving to the bottom of the reassignment list shall forfeit any further rights to reassignment.
- (f) Should there be no employees within the same classification and level on the reassignment list, the position shall be posted in accordance with 5.1 (a).
- (g) Employees may choose to accept a vacant position at a lower level. Should an employee choose a position at a lower level their salary will be adjusted to fall within the range for the lower level position.
- (h) Applicants with continuous status shall be given first consideration for appointment to posted positions in accordance with 5.1 (d) above. Should there be no qualified applicants with continuous status; applicants will be considered in the following order:
  - i) probationary status employees;
  - ii) all other employees.
- (i) Applications for transfer or promotion will not normally be considered for employees who are serving a probationary or trial period.
- (j) A notice with the names of successful candidates from the previous notice of vacancy shall be provided to the Local President by the 5<sup>th</sup> working day of the next school month.

## 5.2 Transfers

Transfer means a movement from one position to another position within the District at the same classification and level. Transfers of employees may be made by mutual agreement between the Local and the Employer without posting.

## 5.3 Probationary Period

- (a) Upon assignment to probationary status, a probationary employee participates in a six (6) month evaluation process which upon successful completion will result in the employee achieving continuous status. Salary adjustments will continue to be made on the employee's anniversary date which will remain unchanged.



- (b) The Employer shall provide a preliminary evaluation, either verbal or written, prior to the mid-point of the probationary period. A complete evaluation shall be provided prior to the completion of the probationary period. Upon successful completion of the probationary period, the employee will achieve continuous status.

#### 5.4 Trial Period

- (a) An employee who is promoted to another position shall be required to serve a six (6) month trial period in which to demonstrate his/her ability to perform the new assignment satisfactorily.
- (b) The Employer shall provide a preliminary evaluation prior to the mid-point of the trial period. A complete evaluation of the employee shall be provided prior to the completion of the trial period.
- (c)
  - i) Should the employee deem the position to be unsatisfactory, the employee shall be placed in an alternative vacant position at their previous classification and level as soon as such a position becomes available. Such placements shall not require posting of vacancies in accordance to Article 5.1.
  - ii) Where the Employer deems the employee's performance in the new position to be unsatisfactory, the Employer shall place the employee in an alternative vacant position as soon as possible in accordance with clause 5.1. Such salary placement shall be at no lower than that previously held prior to the promotion or transfer. At the end of the current school year, the employee shall be placed on the reassignment list.
  - iii) Where the employee deems the position unsatisfactory, and where the employee is placed in an alternative vacant position, the employee's salary shall be adjusted to fall within the assigned salary range for the alternative position.
- (d) An employee shall not serve a trial period in cases of a lateral transfer when they have successfully completed a probationary period in the position.

#### 5.5 Reassignment

As a matter of principle, the Employer is committed to maintaining hours of work and full time equivalencies (FTE). Where the Employer determines that a change in FTE is required, where possible, the Employer shall try to maintain FTE and promote larger FTE positions to the extent the needs of schools and students can be accommodated. Grievances filed to address concerns with respect to this clause may not be processed to arbitration though could be referred to mediation.

- (a) When the Employer determines that a change in need occurs, or a reduction in staff is necessary, the Employer shall identify staff for reassignment or reduction in hours. The Employer shall notify the employee and the Local at least fourteen (14) calendar days in advance of reducing an employee's hours of work. Nothing in Article 5.4 shall be deemed to limit or restrict the right of the Employer to adjust its staffing component through the layoff provision of Article 21.

- (b) Continuous employees shall have their hours reduced only at the end of the school year. All continuous employees will be notified in writing of their assignment for the following school year by a date specified in the staffing procedures.
- (c) Reassignment applies to continuous employees whose F.T.E. is reduced.
- (d) An employee may choose not to be placed on the reassignment list and may accept the position with the reduced FTE.
- (e) If no placement is available, employees on the reassignment list will be eligible to bump within their classification as follows:
  - i) The employee shall bump the least senior employee within their classification who is at the same or lower level and for whose position they have the required qualifications, skills, training, knowledge, experience and efficiency.
- (f) Employees shall not increase their FTE by more than 0.1 as a result of bumping the least senior employee.
- (g) An employee that has been bumped in accordance with (f) above will be laid off according to Article 21 – Layoff.
- (h) If the only position available to an employee is at a lower level classification, the employee’s salary shall be frozen according to clause 6.6 (c).

5.6 The Union shall be notified in writing, and in a timely manner, of all staff changes resulting from the application of this article.

## **ARTICLE 6 - SALARY ADMINISTRATION**

- 6.1 (a) Salary shall be in accordance with Appendix A - Salary Schedule.
- (b) The Employer shall pay a new employee no less than the minimum rate of pay in the level established for such position.
- 6.2 Employees shall be paid by the last working day of each month. Notwithstanding the foregoing, from September to June, employees shall receive their pay at the same period of time as teachers.
- 6.3 (a) All ten month continuous and probationary employees shall be paid the monthly salary to which they normally are entitled, for all the months of the school year, commencing the month of September and concluding the month of June. Notwithstanding the foregoing, all ten month employees required to work during the months of July or August shall be paid for that time at the same rate of pay to
- (b) For ten month employees, all work during July and August prior to school opening must be authorized in writing by the supervisor prior to being worked.
  - i) Upon written request by the employee, the supervisor may allow the employee the option of taking time off in lieu of pay. The time taken shall be equivalent to one time the number of hours worked, and shall be taken at the time mutually agreed on by the supervisor and the employee within the next school year.

- ii) For ten month employees, time worked during July and August does not accrue additional service.
  - iii) Employees who “work prior”, from August 15 to school opening, shall be paid according to the salary placement as of September 1 of that school year. Such payment to be made at September month end. However, employees may request and receive an advance for work prior. The advance will equal sixty five (65) percent (%) and will be paid by mid-September with residual pay at the end of September.
- (c)
- i) All ten month employees employed in a year round schooling program will have their annual salary divided over the eleven (11) months of service found in the year round schooling program as opposed to the ten (10) months of service attributed to a regular ten month program.
  - ii) When an employee either transfers from a regular program to a year round schooling program, or from a year round schooling program to a regular program, the Employer will ensure that any salary adjustments required are divided over the remaining months of that school year.
  - iii) In no event shall a ten month employee, either employed in a regular program or in a year round schooling program, receive regular earnings in excess of the full-time regular earnings as provided for in this agreement. This shall not preclude employees from working additional hours or overtime as provided for and approved by the Employer.

6.4 A probationary employee shall remain at the rate of pay in the respective step for a period of one full year. At the beginning of their second year, they will be paid at 1 step higher in that level.

6.5 (a) All incremental increases, within a given pay level, shall be granted on the anniversary date for continuous employees. An increment shall be granted each year until the employee reaches the maximum salary of the applicable pay level.

(b) An employee who is granted any leave of absence of greater than sixty (60) consecutive calendar days shall not have the period of leave counted for incremental purposes.

6.6 (a) An employee who is promoted or reclassified to a position at a higher level, shall be paid at that level from the commencement of employment in that position. The employee’s salary shall be adjusted to the salary in the new salary level which provides an increase from their previous salary, plus one (1) additional step on the new position’s level.

(b) An employee who requests a transfer to a position at the same or lower level will be paid at the same step in the new level as the employee was in the previous position.

(c) In the event that an employee is reclassified or transferred to a position requiring the same number of work hours per week, but for which a lower level has been established, the employee shall have his/her salary frozen at the rate they were earning prior to the reclassification or transfer until such time as they would otherwise be entitled to a

greater rate of pay. An employee whose salary has been frozen shall be required to apply for vacancies, which would return the employee to the original level. If qualifications and seniority allow the employee to advance to or toward the original level and the position is not accepted, the salary shall no longer be frozen and the employee will then be paid at the level for the position currently held.

- 6.7 (a) Prior to establishing or amending a classification of a position covered by this Agreement, the Joint Classification Review Committee shall meet to deal with the said classification matter. The committee shall consist of two representatives from the Local and two representatives from the Employer. The committee shall also include the Compensation Specialist to provide expertise and research in classification matters. Any majority decision of a quorum (all four representatives in attendance) of the committee shall not be subject to an appeal. Should the employee disagree with the committee's decision, a request for review may be submitted at the next deadline, provided there is additional relevant information to review.
- (b) In the event the committee is unable to agree upon the establishment or amendment of a classification, the Local may appeal to the Appeals Committee. The Appeals Committee shall consist of the President of the Local and the Assistant Superintendent of Human Resource Services. Should the Appeals Committee not be able to agree, the Assistant Superintendent of Human Resource Services shall make a final and binding determination.
- (c) Any salary increases resulting from a classification review shall be retroactive to the first of the month following receipt of the approved request. At no time shall the classification process be subject to the grievance or arbitration process.
- (d) The Employer shall maintain job descriptions for all positions for which the Local is the bargaining agent. These descriptions shall be available to the Local.
- (e) In such instances where the Employer significantly amends a job description of an existing position covered by this agreement, the Employer shall forward those positions to the reclassification committee.
- (f) Failing satisfactory resolution through the reclassification committee, the matter may be advanced to Step 2 of the Grievance Procedure without a restriction from arbitration.

## 6.8 Long Service Increment (LSI)

- (a) Upon completion of nine (9) years of unbroken service continuous employees shall be placed on LSI 1 of the Salary Schedule.
- (b) Upon completion of fourteen (14) years of unbroken service continuous employees shall be placed on LSI 2 of the Salary Schedule.

## 6.9 Acting Pay

- (a) Acting pay must be authorized in writing by the supervisor.
- (b) When an employee is temporarily assigned the responsibilities of a higher paying position for longer than five (5) consecutive working days, the employee shall receive the rate of pay for the position effective the sixth (6th) working day in that position. The rate of pay shall be equivalent to that which the employee would be entitled to if promoted to that position.
- (c) If the higher paying position is outside of the bargaining unit, the employee shall continue to accrue seniority and maintain union membership for a period not to exceed ninety (90) calendar days. This time limit may be extended with the agreement of the employee and the local. The rate of pay for acting in such a position shall be two (2) steps higher than their current rate of pay on their present level.
- (d) Where the employee's current salary is at step 7 or 8, acting pay shall be two (2) times the difference between step 7 and step 8 at the employee's current level.
- (e) Acting pay shall not be paid for coverage of vacation, time in lieu or non-operational days.

## **ARTICLE 7 - HOURS OF WORK**

- 7.1 (a) Full time employees shall normally work seven (7) hours per day, Monday through Friday of each week, with the schedule to be arranged according to location needs, through discussion with the supervisor and the employee. Unusual needs should be arranged in consultation with Human Resource Services.
- (b) Hours of part time employees shall be pro-rated according to their F.T.E. With 24 hours' notice, any hours worked beyond their regular F.T.E. up to 35 hours per week shall be paid at their regular rate of pay. Upon written request by the employee, the supervisor may allow the employee the option of taking time off in lieu of pay. The time taken shall be equivalent to the number of additional hours worked and shall be taken at a time mutually agreeable to the employee and their supervisor. The employee and their supervisor shall make reasonable effort to find mutually agreeable time in lieu, however, where a mutually agreeable time cannot be found, any unused time in lieu shall be paid out at the end of the year in which it is earned.

- 7.2 All employees shall be entitled to one (1) fifteen (15) minute paid rest period in each three and one half (3 1/2) hour daily shift worked. Employees working a daily shift of more than five (5) hours and up to seven (7) hours shall be entitled to two (2) fifteen (15) minute paid rest periods, and an unpaid lunch break of no less than thirty (30) continuous minutes and no more than one hour.
- 7.3 Split shifts should be avoided wherever possible. In the event of a need to schedule an employee on a split shift, every effort will be made, after consultation with the Local and the employee involved, to minimize its negative effects. The Employer shall attempt to minimize shifts of less than two (2) hours wherever possible.

## **ARTICLE 8 - OVERTIME**

- 8.1 (a) All overtime shall be voluntary. Overtime shall be defined as work performed beyond the designated thirty five (35) work hours per week or for work performed on public or statutory holidays. Overtime shall be paid at time and one half of the employee's regular rate of pay. Any overtime worked shall be paid for on the basis of one half hour overtime pay for any proportion of the first half hour worked.
- (b) Overtime and time in lieu, must be authorized in writing by the supervisor prior to being worked. Records of all overtime and time in lieu transactions must be kept in the location.
- (c) When an employee is called from home to work overtime, the employee shall be paid a minimum of two hours pay at the employee's overtime rates.
- (d) In the absence of twenty four (24) hours' notice prior to commencing their regular work, part time employees shall be paid at a rate of time and one half for hours worked beyond their regular daily schedule.
- 8.2 Upon written request by the employee, the supervisor may allow the employee the option of taking time off in lieu of overtime pay. The time taken shall be equivalent to time and one half the number of hours worked, and shall be taken at a time mutually agreed on by the supervisor and the employee within the year in which it is earned.
- 8.3 Overtime shall be paid or time in lieu taken within one month of the end of the year in which it is earned. Requests for overtime payment must be submitted to Human Resource Services no later than the tenth of the month in which it is to be paid. Notwithstanding the above, overtime earned or submitted by ten month continuous and probationary employees after June 10 of each year, if not taken as time in lieu, shall be submitted by July 10, and paid at the same time as the September advance in Article 6.3.

## ARTICLE 9 - PUBLIC AND STATUTORY HOLIDAYS

9.1 Temporary employees with at least 30 days of service in the previous twelve (12) months, continuous, and probationary employees shall be entitled to the following public or statutory holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday or Monday of Spring Break
- Victoria Day
- Canada Day
- First Monday in August
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

One (1) day floater holiday as determined by the Employer and Local Executive to be taken during the Christmas break.

Any other holiday declared by the City of Edmonton, Province of Alberta and/or Government of Canada for general observance except when replacing the holiday listed above, in which case only one holiday shall be recognized.

9.2 Employees shall be entitled to a day off with pay if a public or statutory holiday falls on a Saturday or Sunday and is not observed on another day. The date of such day off will be determined in consultation with the Executive of the Local. The foregoing does not apply to ten month employees during July and August.

9.3 When a public or statutory holiday falls on a day that would otherwise be an employee's regularly scheduled day off, the employee shall receive:

- (a) an alternate day off if they are working five (5) days a week.
- (b) an amount of time off based on their F.T.E. to be taken at an alternate time if they work less than five (5) days a week.

9.4 Holidays declared by the Employer during the vacation period of an employee are not considered as a holiday entitlement unless an employee works the working day prior to and the working day following the declared holiday.

9.5 To qualify for a statutory holiday with pay, the employee must work the scheduled shift prior to or following the holiday except where the employee is absent due to illness or other reasons acceptable to the employer.

## ARTICLE 10 - VACATION LEAVE

- 10.1 For the purpose of this Article, "vacation year" corresponds to the school year and means the period commencing on the first day of September and concluding on the thirtieth day of June of each year for 10 month employees, and commencing on the first day of July and concluding on the thirtieth day of June of each year for 12 month employees.
- 10.2 Vacation entitlement is earned during each vacation year of unbroken service and taken during the following vacation year. Vacation entitlement with pay for employees shall be as follows:
- 10.2.1 12 Month Employees:
- (a) Shall earn one and one quarter ( $1 \frac{1}{4}$ ) days' vacation for every full month worked (15 days).
  - (b) Upon completion of seven (7) years of service shall begin to earn one and two thirds ( $1 \frac{2}{3}$ ) days' vacation for every full month worked (20 days).
  - (c) Upon completion of fifteen (15) years of service shall begin to earn two and one twelfth ( $2 \frac{1}{12}$ ) days' vacation for every full month worked (25 days).
  - (d) Upon completion of twenty four (24) years of service shall begin to earn two and one half ( $2 \frac{1}{2}$ ) days' vacation for every full month worked (30 days).
- 10.2.2 Part Time Employees
- (a) The above entitlements will be pro-rated for part time Employees based on their F.T.E.
- 10.2.3 10 Month Employees:
- (a) Shall earn one and one quarter ( $1 \frac{1}{4}$ ) days' vacation for every full month worked ( $12 \frac{1}{2}$  days).
  - (b) Upon completion of seven (7) years of service shall receive 2% to their base rate of pay.
  - (c) Upon completion of fifteen (15) years of service shall receive 4% to their base rate of pay.
  - (d) Upon completion of twenty four (24) years of service shall 6% to their base rate of pay.
- 10.2.4 11 Month Employees
- (a) Shall earn one and point one four (1.14) days' vacation for every full month worked ( $12 \frac{1}{2}$  days).
  - (b) Upon completion of seven (7) years of service shall receive 2% to their base rate of pay.
  - (c) Upon completion of fifteen (15) years of service shall receive 4% to their base rate of pay.
  - (d) Upon completion of twenty four (24) years of service shall 6% to their base rate of pay.



- 10.3 (a) Vacation shall be taken at the discretion of the Employer after consideration of departmental needs and the wishes of the employee. Requests for vacation shall be made in writing at least two weeks prior to its commencement.
- (b) Notwithstanding Article 10.2, a twelve month employee may, subject to the approval of the Employer, utilize vacation credits during the year in which they are earned, provided such utilization does not exceed the vacation entitlements earned up to the commencement of the scheduled vacation.
- (c) A twelve month employee may carry forward a maximum of five (5) days' vacation. This vacation shall be scheduled only with the approval of the employee's immediate supervisor.
- 10.4 Except on termination, and as described in Article 10.7, pay in lieu of vacation time will normally not be permitted.
- 10.5 If an employee is absent due to illness or disability for a period of greater than sixty (60) consecutive calendar days, no further vacation leave shall be earned until such time as the employee returns to work.
- 10.6 Notwithstanding Article 10.2, vacation for ten month employees must be taken during the year in which it is earned, specifically at Christmas break, spring break, and the annual Teachers' Convention. Any difference in entitlement and vacation taken shall be adjusted according to Article 10.7.
- 10.7 Notwithstanding Article 10.2 and 10.6, adjustment for vacation entitlement shall be in accordance with the school year in effect for a given year.
- (a) When vacation days in the school year are less than those days provided for ten month employees, positive adjustments will be made to the employee's June cheque.
- (b) When vacation days in a school year are more than those days provided for ten month employees, reductions will be made accordingly.

## **ARTICLE 11 - SICK LEAVE**

- 11.1 Sick leave benefits are with full pay and are sponsored by the Employer to protect eligible employees in the event of an unavoidable illness or injury not covered by the Workers' Compensation Board. Sick leave may also be granted to eligible employees for the purpose of obtaining necessary medical or dental treatment. Employees shall attempt to schedule medical or dental treatments so as to minimize time away from work.
- 11.2 Sick leave entitlement shall be earned at the rate of two (2) working days per month by all continuous and probationary employees. Part time employees' sick leave entitlement shall be calculated on a pro-rated F.T.E.
- 11.3 Sick leave entitlement shall be accumulated at a maximum of twenty (20) days per year. The unused portion shall be credited to each employee June 30th, to a maximum of two hundred (200) working days.

- 11.4 Transfer, promotion, demotion and/or reclassification shall not affect sick leave entitlements of any employee.
- 11.5 Payment of sick leave benefits will be made upon the basis of medical evidence satisfactory to the Employer.
- (a) After 30 calendar days of medical absence, the employee shall apply for disability benefits. An employee accepted by the insurance company to be on extended disability, and who has commenced their leave on extended disability, shall be considered to be on medical leave of absence without pay.
- 11.6 When an employee is injured on the job they shall notify their supervisor immediately. Having done so, during such time as an employee is entitled to Workers' Compensation Benefits, pay will be maintained for a period not to exceed an employee's full sick leave entitlement, and such pay shall include amounts payable by the Workers' Compensation Board. If an employee is unable to return to work when this period expires, the person shall then be paid according to the rate prescribed by the Workers' Compensation Act. If an employee does not notify their supervisor immediately upon being injured the person shall be paid according to the rate prescribed by the Workers' Compensation Act.
- 11.7 When, during a scheduled vacation, an employee becomes seriously ill or suffers an accident, requiring the care of a medical Doctor or hospitalization, sick leave may be substituted for vacation days, for those days so incapacitated. Medical evidence satisfactory to the Employer must be provided.
- 11.8 If an employee is absent due to illness or disability for a period of greater than seventy (70) consecutive working days, no further sick leave shall be earned until such time as the employee returns to work.
- 11.9 Upon return from a medical leave of absence, paid or unpaid, of more than one (1) calendar year, the Employer will return the employee to the same or similar position in the district that they held prior to the leave. A similar position is one at the same classification, level and FTE.

## **ARTICLE 12 - PERSONAL AND FAMILY LEAVE**

### **12.1 Bereavement Leave**

- (a) Upon request, an employee shall be granted reasonable leave of absence in the event of a death of a member of the employee's immediate family (e.g. spouse, child, parent, brother, sister, or parent-in-law, grandchild, grandparent, son-in-law, daughter-in-law). Bereavement leave with regular pay not exceeding five (5) working days will be allowed for the purpose of attending to matters related to the death when authorized by the Assistant Superintendent of Human Resource Services or designate.
- (b) In the event of a death of a brother-in-law, sister-in-law, or grandparent-in-law of an employee, bereavement leave with pay not exceeding two (2) working days will be allowed for the purpose of attending to matters related to the death when authorized by the Assistant Superintendent of Human Resource Services or designate.

## 12.2 Critical Illness Leave

In the event of critical illness of an employee's spouse, child, parent, brother, sister, parent-in-law, grandchild, grandparent, son-in-law, daughter-in-law, up to five (5) working days leave with pay will be granted provided that a letter from the employee is submitted to the supervisor verifying the illness and the necessity for the employee to be present. For the purposes of this clause, "critical illness" is understood to relate to situations where loss of life is imminent.

12.3 There may be circumstances where the above provisions may be extended. The Assistant Superintendent of Human Resource Services or designate may authorize such extension with or without pay at his/her sole discretion.

## 12.4 Family Related Leave (Effective September 1, 2015)

- (a) Eligible employees shall be entitled to a maximum of two (2) days leave per year, without loss of pay, for the purpose of caring for a family member or attending to personal matters. Eligible employees will be limited to active continuous employees working at 0.4 F.T.E. or greater.
- (b) Family related leave is not prorated for part-time employees, however, shall be applied as full day deductions. Each instance of family related leave will result in a deduction of one day from the employee's annual entitlement.
- (c) Family related leave cannot be used to extend weekends, vacations or school closures without the prior approval of the Employer.
- (d) Family related leave cannot be used consecutively without the prior approval of the Employer.
- (e) When accessing family related leave, employees shall notify their supervisor.
- (f) Unused family related leave shall not be carried over from one year to another and shall be forfeited upon termination.

## **ARTICLE 13 - PARENTAL LEAVE**

Notwithstanding, the rights and obligations detailed in this article, it is the intent of the Employer to administer Parental Leave in accordance with the *Employment Standards Code*, as amended from time to time.

### 13.1 Maternity Leave

- (a) An employee who has been employed by the Employer for at least 52 consecutive weeks shall be granted leave without pay for maternity reasons. The employee must apply three (3) months prior to her scheduled date of delivery. Such leave shall be for any period of time up to one (1) year.

- (b) An employee granted leave without pay for maternity reasons shall be returned to the former position. Should her former position no longer exist, she shall be placed in accordance with the most current staffing procedures. In any event, the employee shall give the Employer no less than (30) calendar days' notice, in writing, of her intended return date.
- (c) The Employer shall determine the date that maternity leave commences, except:
  - i) where the employee presents a medical certificate which indicates that maternity leave must be commenced earlier than the date authorized by the Employer, in which case the maternity leave shall commence on the date indicated on the medical certificate; and
  - ii) where the employee indicates she requires leave to conform to the regulations applicable to Employment Insurance Benefits.
- (d) Illness arising prior to the commencement of maternity leave and which is due to complications resulting from pregnancy, other than normal delivery, shall require a medical certificate.
- (e) The portion of a maternity leave which is deemed by medical certificate to be a medical absence will be considered as sick leave and Employment Insurance payments will be topped to a maximum of ninety-five (95) percent (%) of the pre-disability earnings. Conditions of the SUB plan are in accordance with the sick leave provisions within this document and are payable only to an employee's accumulated sick leave maximum which is used as a guide for duration of SUB payments.

## 13.2 Adoption Leave

- (a) An employee who has been employed by the Employer for at least 52 consecutive weeks is eligible for leave without pay for adoption reasons. Such leave shall be for any period of time up to one (1) year or extended to a later date, which is mutually agreed upon.
- (b) The employee shall notify the Employer upon receipt of the Notice of Approval to adopt.
- (c) The leave shall begin the week of the adoption.
- (d) The employee granted leave without pay for adoption shall be returned to the former position. Should the former position no longer exist, the employee shall be placed in accordance with the most current staffing procedures. In any event, the employee shall give the Employer no less than thirty (30) calendar days' notice, in writing, of the intended return date.

### 13.3 Paternity Leave

- (a) Two days paternity leave on the birth of his child provided such birth takes place during the school year for a 10 month employee.
- (b) Two days paternal leave on the birth of his child anytime during the year for a 12 month employee.

## **ARTICLE 14 - LEAVE OF ABSENCE**

- 14.1 (a) Short leaves of absence with or without pay for personal reasons may be granted by the Assistant Superintendent of Human Resource Services or designate for periods not exceeding one (1) month. Application, in writing, will be made at least two weeks in advance of the requested commencement of the leave.
- (b) A leave of absence with pay shall be granted to continuous or probationary employees summoned for jury duty. Probationary employees whose absence due to jury duty extends beyond thirty (30) calendar days shall have their probationary period extended equivalent to the length of the jury duty.
- (c) No continuous or probationary employee shall suffer a loss of earning where required by 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. If the Employee receives a stipend for such attendance, it shall be remitted to the Employer.
- (d) Clause 14.1(c) shall not apply when an Employee is appearing on behalf of the Union. In such instances, the Union shall reimburse the Employer for that Employee's wages.
- 14.2 (a) Extended leaves of absence are absences of greater than one (1) month and less than one (1) year, and may be granted by the Assistant Superintendent, Human Resource Services or designate to employees who have completed a minimum of three (3) years unbroken service with the Employer having regard to all the circumstances and the interest of the school system.
- (b) Application for extended leave of absence shall be made in writing to the Assistant Superintendent, Human Resource Services or designate at least one (1) month prior to the commencement of the proposed leave.
- (c) Upon return from an extended leave of absence the Employer will be under no obligation to reassign an employee to the prior placement but will place the employee in the same or similar position in the district that they held prior to the leave in accordance with the most current staffing procedures. A similar position is one at the same classification, level and FTE.

- 14.3 Employees on leave of absence without pay for periods exceeding ten (10) consecutive working days shall not earn vacation or sick leave credits for the period of the leave.
- 14.4 Seniority shall continue to accrue during an approved leave of absence.
- 14.5 Any employee who has been granted a leave of absence and fails to return on the date agreed to by the Employer shall be deemed to have abandoned their position.

## **ARTICLE 15 - LEAVES OF ABSENCE FOR LOCAL BUSINESS**

- 15.1 Provided they first notify their supervisor of their intention to leave their assignment, a leave of absence with pay shall be granted to a maximum of five Local representatives, to meet with the Employer or it's designate in connection with matters of negotiations, liaison meetings and grievance processing.
- 15.2 Leave for negotiations shall not exceed an aggregate of twenty (20) working days per year.
- 15.3 Where an employee requests a leave of absence to serve as an officer of the union, such leave of absence shall be administered in accordance with Article 14. For such leaves of absence for local business, the employee shall be paid by the Board. The Union shall subsequently reimburse the Board for the employee's wages and benefits.
- 15.4 Leave of Absence Seconded Officer
  - 15.4.1 Upon written request by the Union, one employee designated by the local as an officer of the Union may be granted a leave of absence to perform Union duties. The Employer shall not unreasonably withhold approval for such a request.
  - 15.4.2 Requests for such leave shall be for a period of one (1) year. Leave granted for such purposes may be renewed, by June 1 of each year, and for a maximum of two (2) times.
  - 15.4.3 While on such a leave of absence, the designate shall be allowed to accumulate seniority and service at thirty five (35) hours per week based on their current F.T.E.
  - 15.4.4 Such designate shall continue to be paid at their current rate of pay, at their current F.T.E., and will continue to be eligible to all benefits under the benefit plan and pension entitlements as provided by LAPP. The Union shall reimburse the Employer for all said wages and benefits.
  - 15.4.5 The leave may be terminated with at least thirty (30) calendar days notice by the designate, Union or Employer.
  - 15.4.6 Upon termination of this leave, the designate shall have the right to return to the same or similar position from which they were granted leave of absence. If such position is not available, the designate shall exercise their rights to displace another employee in accordance with Article 5.5.
  - 15.4.7 The designate is not precluded from applying on other positions during the course of this leave.

## 15.5 Representatives Training Courses

Where notified by the Union in writing in advance, the employer may, subject to operational requirements, grant leave without pay to a reasonable number of employees to attend Union training sessions.

## **ARTICLE 16 - EDUCATION**

- 16.1 (a) An Educational Leave shall mean a leave from regularly assigned duties for the purpose of professional improvement as specified by the employee, and in accordance with the needs of the Employer, and as approved by the Superintendent.
- (b) Employees applying for an Educational Leave shall complete the proper application and submit it to Human Resource Services by the deadline advertised each year.
- (c) An employee granted an Educational Leave by the Employer shall receive seventy-five (75%) percent of their basic salary.
- (d) An employee granted an Educational Leave, shall give an undertaking in writing to return to their duties following expiration of the leave. The employee shall not resign or retire for a period of at least two (2) years after resuming duties other than by:
- i) mutual agreement between the Employer and the employee; or
  - ii) repayment by the employee of all salaries and benefits paid by the Employer during the period of the leave.
- (e) Upon resumption of duties after an Educational Leave, the employee shall be returned to their former position or be placed in another position at a comparable salary level. If no such position exists, the employee shall be placed in accordance with the most current staffing procedures.

## **ARTICLE 17 - PROFESSIONAL DEVELOPMENT**

- 17.1 Employees may be granted up to one professional development day per school year at their basic rate of pay. This professional development day, at the approval of the Site Supervisor may be taken as two (2) half days. Professional development days not taken in each school year shall not be carried forward to subsequent school years.
- 17.2 The Employer may consider requests for leaves of absence for the purposes of participating in professional development opportunities in accordance with Article 14.1.

## **ARTICLE 18 - SENIORITY AND SERVICE**

- 18.1 Seniority shall accrue from the commencement date of the employee's unbroken probationary employment with the Employer within the bargaining unit. Seniority shall continue to accumulate except during a layoff. Seniority shall be lost only by termination of employment.
- 18.2 Years of service with the Employer shall accrue in accordance with the appropriate articles of this agreement from the commencement date of the employee's unbroken probationary employment with the Employer.

## **ARTICLE 19 - RETIREMENT**

Employees who retire in accordance with the Local Authorities Pension Plan, whether or not they participate in the plan, and with ten (10) years of service with the Employers, shall receive a retirement bonus of \$4,000 for the first ten (10) years plus \$350 for each additional year of service with the Employer. After 26 years of service, add \$300 to the amount for every year of service until retirement.

- (a) Effective January 1, 2010, upon retirement and providing the employee does not meet and has never met the requirements to contribute to LAPP or has opted out of LAPP, and providing the employee has a minimum of ten (10) years of service with the employer and is a minimum of fifty-five (55) years of age, the monetary value of accumulated sick leave (to a maximum of two hundred (200) working days) will be paid to the employee.

## **ARTICLE 20 - BENEFITS**

- 20.1 The Employer shall contribute on behalf of all participating employees in group insurance plans, at a rate of one hundred percent (100) percent (%) of the total premium as follows:
- (a) Extended Health Care
  - (b) Dental Care
  - (c) Vision and Hearing Aid Care
  - (d) Extended Disability Benefit
  - (e) Life and Accidental Death and Dismemberment



20.2 Effective January 1, 2010, the following employer paid benefits will be amended as follows:

- (a) Vision - \$350/24 months adult, and 12 months for child;
- (b) Hearing aids - \$3,000/36 months (\$3,000 lifetime repair or replacement due to accidental damage);
- (c) Physiotherapy/Acupuncture/Chiropractic - \$40/per visit, \$700 annual maximum per practitioner combined to an annual maximum of \$1,200 per participant per year; and,
- (d) Dental to fee schedule as set by Alberta Blue Cross.

20.3 (a) Participating employees shall be defined as all active continuous, or probationary employees working at 0.4 F.T.E. or greater.

(b) All eligible employees must participate in the Life and Accidental Death and Dismemberment and Extended Disability Benefit Plans.

(c) All eligible employees must participate in the Extended Health Care, Vision and Hearing Aid Care, and Dental Care Plans except that an employee may waive participation by providing satisfactory evidence that there is duplicate coverage through the spouse.

20.4 The Employer agrees to continue the benefit premium cost sharing for employees who are in receipt of Extended Disability Benefits.

## **ARTICLE 21 - LAYOFF**

21.1 Layoff Procedure:

- (a) Layoff is not a normal occurrence but may be necessary in certain circumstances.
- (b) Layoff applies to continuous employees only.
- (c) The Employer will notify employees who are to be laid off, and the Local, fourteen (14) calendar days prior to the date of layoff.
- (d) In the event of a layoff, employees shall be laid off in the reverse order of seniority within their classification and level provided the remaining employees have the qualifications and ability to perform the work.
- (e) Prior to laying off any continuous employee, s/he shall be offered a vacant position at the same classification and level as currently held for which s/he has the qualifications.
- (f) An employee affected by layoff shall have the right to displace the least senior employee who is at the same classification and level and for whose position they have the qualifications.

- (g) An employee may choose to accept a vacant position at a lower level provided s/he has the qualifications to perform the work or may choose to be placed on the recall list. If an employee chooses a position at a lower level, his/her salary will be adjusted to fall within the salary range of the lower level position.
- (h) An employee who has been displaced will be laid off according to this article.

21.2 Recall Procedure:

- (a) Continuous employees affected by 21.1 shall retain recall rights to any position for which they meet the minimum qualifications for a period of one year from the date of layoff.
- (b) Employees shall be recalled when work becomes available in reverse order of layoff, provided they have the qualifications and ability to do the work available.
- (c) Employees shall be notified of recall by the Employer by telephone, email, or Priority Post to the employee's last known address on file. It is the employee's responsibility to ensure the Employer is kept informed of their most recent phone number, email address and mailing address.
- (d) Employees being recalled shall notify the Employer of their intent to accept recall within twenty-four (24) hours of the date of the telephone call, email, or Priority Post notice.
- (e) Employees who refuse a recall shall move to the bottom of the recall list.
- (f) Employees who refuse a recall after moving to the bottom of the recall list shall be deemed to have terminated their employment with the Employer and shall forfeit any further recall rights.
- (g) Clauses 21.2 (e) and (f) do not apply when recall is to a position at a lower classification and level than the position from which the employee was laid off.
- (h) Employees being recalled who fail to notify the Employer of their intent to accept recall within the specified twenty-four (24) hours shall be deemed to have refused a recall in accordance with clause 21.2 (e) and/or (f).

21.3 The Employer shall, during November and year end of each school year, provide to the Local a list of continuous employees awaiting recall.

21.4 Employees awaiting recall may, at any time, waive their right to recall by providing notice in writing to Human Resource Services and their name shall be removed from the recall list.

## **ARTICLE 22 - DISCIPLINE PROCEDURE AND TERMINATION OF EMPLOYMENT**

### 22.1

- (a) It is the understanding of the parties that an employee may request Local representation at any point in the discipline meeting. If, during a meeting between an employee and their supervisor, the employee feels that the meeting has become disciplinary in nature, the employee has the right to request Local representation.
- (b) Reasonable attempts shall be made to ensure that a written reprimand, suspension without pay, or a discharge from employment shall only occur at a meeting at which the employee has Local representation, unless the employee waives in writing the right to representation.
- (c) In the event that disciplinary documentation is placed in the employee's Human Resource record, the Local shall be informed.
- (d) Excepting in cases of discharge for cause, the employees and the Employer shall give at least fourteen (14) calendar days' notice of termination of employment.
- (e) An employee who is discharged shall receive their termination entitlements at the time they leave the Employer. An employee who voluntarily leaves the employ of the Employer shall receive their wages and vacation pay to which they are entitled at the regular pay day next following the day on which they terminate their employment.
- (f) An employee may be terminated when:
  - i) They are absent from work without good and proper reason and without notifying the Employer;
  - ii) They do not return from leave of absence or vacation as scheduled; or
  - iii) They do not return from layoff as required.
- (g) An employee's employment shall be terminated when layoff has exceeded a continuous period of twelve (12) months.

22.2 At any time during a temporary contract or the probationary period the Employer, at its discretion, may terminate the employment of such employees.

## **ARTICLE 23 - GRIEVANCE PROCEDURE**

- 23.1 (a) A grievance is defined as any difference arising out of interpretation, application, operation, contravention or alleged contravention of this Collective Agreement.
- (b) A group grievance, which is any grievance in which more than one employee has been affected, may be filed in writing by the Local and presented by the Local with one or two of the grievors.

- (c) A policy grievance may be filed in writing within ten (10) working days of the occurrence giving rise to the grievance or the date on which the Local or Employer ought to reasonably have become aware of that occurrence, and shall commence at Step 2 as defined in Article 23.2.
- (d) A discharge grievance may be filed in writing within ten (10) working days of the discharge, and shall commence at Step 2 as defined in Article 23.2.
- (e) It is the understanding of the parties that an employee may request Local representation at any point in the grievance procedure.
- (f) Submissions of and responses to grievances at Step 2 and 3 of the grievance procedure shall be forwarded electronically followed by the original via regular mail.

23.2 An earnest effort shall be made to settle grievances fairly and promptly in the manner hereinafter described:

#### Step 1 (Immediate Supervisor)

If a dispute arises between the Employer and an employee regarding the interpretation, application or alleged violation of this collective agreement, the employee shall first seek to settle the dispute through discussion with the immediate supervisor within ten (10) working days following the date the employee first became aware of or reasonably should have become aware of the occurrence of the act causing the dispute. The supervisor shall have ten (10) working days to respond to the dispute. If the dispute is not resolved satisfactorily, it may become a grievance and be advanced to Step 2.

#### Step 2 (Employee Relations Manager)

The grievance shall be submitted in writing to the Employee Relations Manager or designate within ten (10) working days of receiving the response to Step 1. The grievance shall state the clause claimed to have been violated, the nature of the grievance, and the redress sought. The decision of the Employee Relations Manager or designate shall be communicated in writing to the Local within ten (10) working days of the submission of the grievance. If the dispute is not resolved satisfactorily in Step 2, it may be advanced to Step 3.

#### Step 3 (Arbitration)

If the grievance is not settled at Step 2, the Employer or the Local may, within ten (10) working days following the conclusion of Step 2, submit the grievance to an arbitrator or, at the request of either party, to a Board of Arbitration.

#### Grievance Mediation

Prior to proceeding to arbitration, the parties may voluntarily agree to use the services of an independent mediator, to attempt resolution of a grievance prior to arbitration. The mediator will be mutually agreed upon and any recommendations made by the mediator shall not be binding on either party. The costs of the mediator will be equally shared between the parties.

### 23.3 Default

The purpose of the grievance provision is to ensure that any grievance is processed in an expeditious manner, therefore, compliance of the provisions and time limits is mandatory. If the Employer fails to comply with the provisions or time limits, the grievance may be processed to the next step. If the party advancing the grievance fails to comply with the provisions or time limits, the grievance shall be considered abandoned.

23.4 The time limits may be extended by the consent of both parties in writing. Furthermore, the time limits shall not include the summer break, Christmas break, spring break, or annual Teachers' Convention for ten month employees.

## **ARTICLE 24 - DURATION AND TERMINATION OF AGREEMENT**

24.1 This Agreement shall take effect on September 1, 2013 and shall remain in full force and effect through August 31, 2016 except as hereinafter provided.

24.2 Either party desiring to amend or terminate this Agreement shall give notice in writing to the other party, not less than sixty (60) calendar days and not more than one hundred and fifty (150) calendar days prior to the expiry date. In the event the foregoing notice is served, the parties shall commence collective bargaining within sixty 60 calendar days of receipt of such notice. The parties may, by mutual agreement, extend the 60 calendar day period for commencement of collective bargaining.

24.3 During the life of this Agreement or while either party is under notice, or while negotiations for a further Agreement are in progress, there shall be no strikes or stoppages of work on the part of the employees, nor any lockout on the part of the Employer.

24.4 The parties may at any time, by agreement, negotiate revisions to this Agreement and any such revisions shall become effective from such date as may be mutually agreed upon by the parties.

24.5 This Agreement shall remain in full force and effect during negotiations for a further Agreement.

## **ARTICLE 25 – HEALTH CARE SPENDING ACCOUNT**

Effective September 1, 2008, each probationary and continuous employee covered by this agreement will have access to a Health Care Spending Account at a rate of \$500 per FTE. This amount will be prorated for employees employed less than full time with the Edmonton Catholic School District. The unused balance will be carried forward for a total accumulation of two years.

IN WITNESS WHEREOF; the Board and the Local have caused these presents to be executed by their duly authorized representatives on the 17<sup>th</sup> day of June, 2014 at Edmonton, Alberta.

**FOR: The Board of Trustees Edmonton Catholic Separate School District No. 7**



Board Chairperson, Cindy Olsen



Witness



Superintendent, Joan Carr



Witness

**FOR: Unifor 52A**



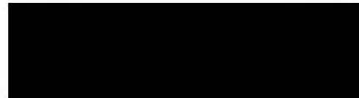
Unifor 52A Representative, Sue Pearce



Witness



Vice President, Elaine Cardinal



Witness

## APPENDIX A – SALARY SCHEDULES

Levels of individual positions are determined in accordance with the Employer’s classification plan.

*LSI 1 – Upon completion of nine (9) years of unbroken service continuous employees shall be placed on LSI 1 of the Salary Schedule*

*LSI 2 – Upon completion of fourteen (14) years of unbroken service continuous employees shall be placed on LSI 2 of the Salary Schedule.*

### EFFECTIVE SEPTEMBER 1, 2013 12 MONTH SALARY SCHEDULE

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI 1	LSI 2
Level 1	2301	2417	2531	2646	2761	2875	2989	3100	3215
Level 2	2535	2667	2792	2921	3054	3182	3309	3440	3569
Level 3	2768	2917	3059	3200	3345	3483	3625	3772	3915
Level 4	3008	3164	3321	3478	3636	3790	3953	4109	4264
Level 5	3251	3420	3585	3757	3925	4091	4264	4436	4607
Level 6	3496	3677	3858	4036	4218	4396	4580	4761	4942
Level 7	3738	3929	4125	4310	4510	4702	4897	5087	5279
Level 8	3991	4191	4392	4597	4796	4999	5202	5403	5603
Level 9	4239	4453	4667	4872	5087	5299	5514	5721	5932

### EFFECTIVE SEPTEMBER 1, 2015 12 MONTH SALARY SCHEDULE

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI 1	LSI 2
Level 1	2347	2465	2582	2699	2816	2933	3049	3162	3279
Level 2	2586	2720	2848	2979	3115	3246	3375	3509	3640
Level 3	2823	2975	3120	3264	3412	3553	3698	3847	3993
Level 4	3068	3227	3387	3548	3709	3866	4032	4191	4349
Level 5	3316	3488	3657	3832	4004	4173	4349	4525	4699
Level 6	3566	3751	3935	4117	4302	4484	4672	4856	5041
Level 7	3813	4008	4208	4396	4600	4796	4995	5189	5385
Level 8	4071	4275	4480	4689	4892	5099	5306	5511	5715
Level 9	4324	4542	4760	4969	5189	5405	5624	5835	6051

**EFFECTIVE SEPTEMBER 1, 2013  
10 MONTH SALARY SCHEDULE**

- (A) Upon completion of seven (7) years of service employee shall receive 2% to their Base rate of pay.  
 (B) Upon completion of fifteen (15) years of service employee shall receive 4% to their Base rate of pay.  
 (C) Upon completion of twenty-four (24) years of service employee shall receive 6% to their Base rate of pay.

		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI 1	LSI 2
<b>Level 1</b>										
Base Salary		2301	2417	2531	2646	2761	2875	2989	3100	3215
After 7 Years	A	2347	2465	2581	2699	2816	2932	3048	3161	3279
After 15 Years	B	2393	2514	2632	2752	2871	2990	3109	3224	3344
After 24 Years	C	2439	2562	2683	2805	2927	3048	3168	3286	3408
<b>Level 2</b>										
Base Salary		2535	2667	2792	2921	3054	3182	3309	3440	3569
After 7 Years	A	2586	2720	2848	2979	3115	3246	3375	3509	3640
After 15 Years	B	2636	2774	2904	3038	3176	3309	3441	3578	3712
After 24 Years	C	2687	2827	2960	3096	3237	3373	3508	3646	3783
<b>Level 3</b>										
Base Salary		2768	2917	3059	3200	3345	3483	3625	3772	3915
After 7 Years	A	2823	2975	3120	3264	3412	3553	3698	3847	3993
After 15 Years	B	2879	3034	3181	3328	3479	3622	3770	3923	4072
After 24 Years	C	2934	3092	3243	3392	3546	3692	3843	3998	4150
<b>Level 4</b>										
Base Salary		3008	3164	3321	3478	3636	3790	3953	4109	4264
After 7 Years	A	3068	3227	3387	3548	3709	3866	4032	4191	4349
After 15 Years	B	3128	3291	3454	3617	3781	3942	4111	4273	4435
After 24 Years	C	3188	3354	3520	3687	3854	4017	4190	4356	4520
<b>Level 5</b>										
Base Salary		3251	3420	3585	3757	3925	4091	4264	4436	4607
After 7 Years	A	3316	3488	3657	3832	4004	4173	4349	4525	4699
After 15 Years	B	3381	3557	3728	3907	4082	4255	4435	4613	4791
After 24 Years	C	3446	3625	3800	3982	4161	4336	4520	4702	4883



**EFFECTIVE SEPTEMBER 1, 2013**  
**10 MONTH SALARY SCHEDULE**  
**(Cont'd)**

		<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>LSI 1</b>	<b>LSI 2</b>
<b>Level 6</b>										
Base Salary		3496	3677	3858	4036	4218	4396	4580	4761	4942
After 7 Years	A	3566	3751	3935	4117	4302	4484	4672	4856	5041
After 15 Years	B	3636	3824	4012	4197	4387	4572	4763	4951	5140
After 24 Years	C	3706	3898	4089	4278	4471	4660	4855	5047	5239
<b>Level 7</b>										
Base Salary		3738	3929	4125	4310	4510	4702	4897	5087	5279
After 7 Years	A	3813	4008	4208	4396	4600	4796	4995	5188	5385
After 15 Years	B	3888	4086	4290	4482	4690	4890	5093	5290	5490
After 24 Years	C	3962	4165	4373	4569	4781	4984	5191	5392	5596
<b>Level 8</b>										
Base Salary		3991	4191	4392	4597	4796	4999	5202	5403	5603
After 7 Years	A	4071	4275	4480	4689	4892	5099	5306	5511	5715
After 15 Years	B	4151	4359	4568	4781	4988	5199	5410	5619	5827
After 24 Years	C	4230	4442	4655	4873	5084	5299	5514	5727	5939
<b>Level 9</b>										
Base Salary		4239	4453	4667	4872	5087	5299	5514	5721	5932
After 7 Years	A	4324	4542	4760	4969	5189	5405	5624	5835	6051
After 15 Years	B	4409	4631	4854	5067	5290	5511	5735	5950	6169
After 24 Years	C	4493	4720	4947	5164	5392	5617	5845	6064	6288

**EFFECTIVE SEPTEMBER 1, 2015**  
**10 MONTH SALARY SCHEDULE**

- (A) Upon completion of seven (7) years of service shall receive 2% to their base rate of pay  
 (B) Upon completion of fifteen (15) years of service shall receive 4% to their base rate of pay  
 (C) Upon completion of twenty-four (24) years of service shall receive 6% to their base rate of pay

		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI 1	LSI 2
<b>Level 1</b>										
Base Salary		2347	2465	2582	2699	2816	2933	3049	3162	3279
After 7 Years	A	2394	2515	2633	2753	2873	2991	3109	3224	3345
After 15 Years	B	2441	2564	2685	2807	2928	3050	3171	3288	3411
After 24 Years	C	2488	2613	2737	2861	2986	3109	3231	3352	3476
<b>Level 2</b>										
Base Salary		2586	2720	2848	2979	3115	3246	3375	3509	3640
After 7 Years	A	2638	2774	2905	3039	3177	3311	3443	3579	3713
After 15 Years	B	2689	2829	2962	3099	3240	3375	3510	3650	3786
After 24 Years	C	2741	2884	3019	3158	3302	3440	3578	3719	3859
<b>Level 3</b>										
Base Salary		2823	2975	3120	3264	3412	3553	3698	3847	3993
After 7 Years	A	2879	3035	3182	3329	3480	3624	3772	3924	4073
After 15 Years	B	2937	3095	3245	3395	3549	3694	3845	4001	4153
After 24 Years	C	2993	3154	3308	3460	3617	3766	3920	4078	4233
<b>Level 4</b>										
Base Salary		3068	3227	3387	3548	3709	3866	4032	4191	4349
After 7 Years	A	3129	3292	3455	3619	3783	3943	4113	4275	4436
After 15 Years	B	3191	3357	3523	3689	3857	4021	4193	4358	4524
After 24 Years	C	3252	3421	3590	3761	3931	4097	4274	4443	4610
<b>Level 5</b>										
Base Salary		3316	3488	3657	3832	4004	4173	4349	4525	4699
After 7 Years	A	3382	3558	3730	3909	4084	4256	4436	4616	4793
After 15 Years	B	3449	3628	3803	3985	4164	4340	4524	4705	4887
After 24 Years	C	3515	3698	3876	4062	4244	4423	4610	4796	4981

**EFFECTIVE SEPTEMBER 1, 2015**  
**10 MONTH SALARY SCHEDULE**  
**(Cont'd)**

		<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>LSI 1</b>	<b>LSI 2</b>
<b>Level 6</b>										
Base Salary		3566	3751	3935	4117	4302	4484	4672	4856	5041
After 7 Years	A	3637	3826	4014	4199	4388	4574	4765	4953	5142
After 15 Years	B	3709	3900	4092	4281	4475	4663	4858	5050	5243
After 24 Years	C	3780	3976	4171	4364	4560	4753	4952	5148	5344
<b>Level 7</b>										
Base Salary		3813	4008	4208	4396	4600	4796	4995	5189	5385
After 7 Years	A	3889	4088	4292	4484	4692	4892	5095	5292	5493
After 15 Years	B	3966	4168	4376	4572	4784	4988	5195	5396	5600
After 24 Years	C	4041	4248	4460	4660	4877	5084	5295	5500	5708
<b>Level 8</b>										
Base Salary		4071	4275	4480	4689	4892	5099	5306	5511	5715
After 7 Years	A	4152	4361	4570	4783	4990	5201	5412	5621	5829
After 15 Years	B	4234	4446	4659	4877	5088	5303	5518	5731	5944
After 24 Years	C	4315	4531	4748	4970	5186	5405	5624	5842	6058
<b>Level 9</b>										
Base Salary		4324	4542	4760	4969	5189	5405	5624	5835	6051
After 7 Years	A	4410	4633	4855	5068	5293	5513	5736	5952	6172
After 15 Years	B	4497	4724	4951	5168	5396	5621	5850	6069	6292
After 24 Years	C	4583	4814	5046	5267	5500	5729	5962	6185	6414

**EFFECTIVE SEPTEMBER 1, 2013**  
**11 MONTH SALARY SCHEDULE**

- (A) Upon completion of seven (7) years of service shall receive 2% to their base rate of pay  
 (B) Upon completion of fifteen (15) years of service shall receive 4% to their base rate of pay  
 (C) Upon completion of twenty-four (24) years of service shall receive 6% to their base rate of pay

		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI 1	LSI 2
<b>Level 1</b>										
Base Salary		2092	2197	2301	2405	2510	2614	2717	2818	2923
After 7 Years	A	2134	2241	2346	2454	2560	2665	2771	2874	2981
After 15 Years	B	2175	2285	2393	2502	2610	2718	2826	2931	3040
After 24 Years	C	2217	2329	2439	2550	2661	2771	2880	2987	3098
<b>Level 2</b>										
Base Salary		2305	2425	2538	2655	2776	2893	3008	3127	3245
After 7 Years	A	2351	2473	2589	2708	2832	2951	3068	3190	3309
After 15 Years	B	2396	2522	2640	2762	2887	3008	3128	3253	3375
After 24 Years	C	2443	2570	2691	2815	2943	3066	3189	3315	3439
<b>Level 3</b>										
Base Salary		2516	2652	2781	2909	3041	3166	3295	3429	3559
After 7 Years	A	2566	2705	2836	2967	3102	3230	3362	3497	3630
After 15 Years	B	2617	2758	2892	3025	3163	3293	3427	3566	3702
After 24 Years	C	2667	2811	2948	3084	3224	3356	3494	3635	3773
<b>Level 4</b>										
Base Salary		2735	2876	3019	3162	3305	3445	3594	3735	3876
After 7 Years	A	2789	2934	3079	3225	3372	3515	3665	3810	3954
After 15 Years	B	2844	2992	3140	3288	3437	3584	3737	3885	4032
After 24 Years	C	2898	3049	3200	3352	3504	3652	3809	3960	4109
<b>Level 5</b>										
Base Salary		2955	3109	3259	3415	3568	3719	3876	4033	4188
After 7 Years	A	3015	3171	3325	3484	3640	3794	3954	4114	4272
After 15 Years	B	3074	3234	3389	3552	3711	3868	4032	4194	4355
After 24 Years	C	3133	3295	3455	3620	3783	3942	4109	4275	4439

**EFFECTIVE SEPTEMBER 1, 2013**  
**11 MONTH SALARY SCHEDULE**  
**(Cont'd)**

		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI 1	LSI 2
<b>Level 6</b>										
Base Salary		3178	3343	3507	3669	3835	3996	4164	4328	4493
After 7 Years	A	3242	3410	3577	3743	3911	4076	4247	4415	4583
After 15 Years	B	3305	3476	3647	3815	3988	4156	4330	4501	4673
After 24 Years	C	3369	3544	3717	3889	4065	4236	4414	4588	4763
<b>Level 7</b>										
Base Salary		3398	3572	3750	3918	4100	4275	4452	4625	4799
After 7 Years	A	3466	3644	3825	3996	4182	4360	4541	4716	4895
After 15 Years	B	3535	3715	3900	4075	4264	4445	4630	4809	4991
After 24 Years	C	3602	3786	3975	4154	4346	4531	4719	4902	5087
<b>Level 8</b>										
Base Salary		3628	3810	3993	4179	4360	4545	4729	4912	5094
After 7 Years	A	3701	3886	4073	4263	4447	4635	4824	5010	5195
After 15 Years	B	3774	3963	4153	4346	4535	4726	4918	5108	5297
After 24 Years	C	3845	4038	4232	4430	4622	4817	5013	5206	5399
<b>Level 9</b>										
Base Salary		3854	4048	4243	4429	4625	4817	5013	5201	5393
After 7 Years	A	3931	4129	4327	4517	4717	4914	5113	5305	5501
After 15 Years	B	4008	4210	4413	4606	4809	5010	5214	5409	5608
After 24 Years	C	4085	4291	4497	4695	4902	5106	5314	5513	5716

**EFFECTIVE SEPTEMBER 1, 2015**  
**11 MONTH SALARY SCHEDULE**

- (A) Upon completion of seven (7) years of service shall receive 2% to their base rate of pay  
 (B) Upon completion of fifteen (15) years of service shall receive 4% to their base rate of pay  
 (C) Upon completion of twenty-four (24) years of service shall receive 6% to their base rate of pay

		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	LSI 1	LSI 2
<b>Level 1</b>										
Base Salary		2134	2241	2347	2454	2560	2666	2772	2875	2981
After 7 Years	A	2176	2286	2393	2503	2611	2719	2826	2931	3041
After 15 Years	B	2219	2331	2441	2552	2662	2773	2883	2990	3101
After 24 Years	C	2262	2376	2488	2601	2714	2826	2938	3047	3160
<b>Level 2</b>										
Base Salary		2351	2473	2589	2709	2832	2951	3068	3190	3309
After 7 Years	A	2398	2522	2641	2762	2888	3010	3130	3254	3375
After 15 Years	B	2444	2572	2693	2817	2945	3068	3191	3318	3442
After 24 Years	C	2492	2621	2745	2871	3002	3128	3253	3381	3508
<b>Level 3</b>										
Base Salary		2567	2705	2837	2967	3102	3230	3361	3498	3630
After 7 Years	A	2618	2759	2893	3027	3164	3295	3429	3567	3703
After 15 Years	B	2670	2813	2950	3086	3226	3359	3496	3638	3776
After 24 Years	C	2721	2867	3007	3145	3288	3423	3564	3707	3848
<b>Level 4</b>										
Base Salary		2789	2934	3079	3225	3372	3514	3666	3810	3954
After 7 Years	A	2845	2992	3141	3290	3439	3585	3739	3886	4033
After 15 Years	B	2901	3052	3203	3354	3506	3655	3812	3962	4112
After 24 Years	C	2956	3110	3264	3419	3574	3725	3885	4039	4191
<b>Level 5</b>										
Base Salary		3015	3171	3324	3484	3640	3793	3954	4113	4272
After 7 Years	A	3075	3234	3391	3553	3713	3870	4033	4196	4357
After 15 Years	B	3135	3298	3457	3623	3785	3946	4112	4278	4443
After 24 Years	C	3195	3361	3524	3692	3858	4021	4191	4360	4528

**EFFECTIVE SEPTEMBER 1, 2015**  
**11 MONTH SALARY SCHEDULE**  
**(Cont'd)**

		<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>LSI 1</b>	<b>LSI 2</b>
<b>Level 6</b>										
Base Salary		3242	3410	3577	3742	3911	4076	4247	4415	4583
After 7 Years	A	3307	3478	3649	3818	3989	4158	4332	4503	4674
After 15 Years	B	3372	3546	3720	3892	4068	4239	4417	4591	4766
After 24 Years	C	3436	3615	3792	3967	4146	4321	4502	4680	4858
<b>Level 7</b>										
Base Salary		3466	3643	3825	3997	4182	4360	4541	4717	4895
After 7 Years	A	3536	3717	3902	4076	4265	4447	4632	4811	4993
After 15 Years	B	3605	3789	3978	4156	4349	4534	4723	4905	5091
After 24 Years	C	3674	3862	4055	4237	4433	4622	4813	5000	5189
<b>Level 8</b>										
Base Salary		3701	3886	4073	4263	4447	4635	4824	5010	5196
After 7 Years	A	3775	3964	4154	4348	4536	4728	4920	5110	5299
After 15 Years	B	3849	4042	4236	4433	4625	4821	5017	5210	5403
After 24 Years	C	3922	4119	4316	4519	4714	4914	5113	5310	5507
<b>Level 9</b>										
Base Salary		3931	4129	4328	4518	4717	4914	5113	5305	5501
After 7 Years	A	4010	4212	4414	4608	4812	5012	5215	5411	5611
After 15 Years	B	4088	4294	4501	4698	4905	5110	5318	5517	5720
After 24 Years	C	4166	4377	4587	4788	5000	5208	5420	5623	5831

## APPENDIX B - ALLOWANCES

### Multiple Worksite Allowance

Multiple work site travel allowance of \$55.00 per month will be paid to employees where an employee is required to travel between work sites as part of his/her regular work assignment.

### Use Of Personal Vehicles

The use of personal vehicles for Employer business shall be voluntary. Employees shall be reimbursed on a per kilometer basis for the use of personal vehicles in accordance with Employer practices and procedures as amended from time to time.

## APPENDIX C – SENIORITY AND SERVICE CHART

### SENIORITY/YEARS OF SERVICE ACCRUAL AND RETENTION

Seniority and years of service shall be accrued and/or retained as per the limits within the Collective Agreement as summarized below.

TYPE OF SERVICE	SERVICE		SENIORITY	
	ACCRUE	RETAIN	ACCRUE 14.1	RETAIN
Leave without pay up to 10 work days (14.3)	Yes	Yes	Yes	Yes
Mid Term Leave (11 work days to 30 calendar days)	No except 6.8	Yes	Yes	Yes
Extended Leave (between one month and one year) (14.2)	No	Yes	Yes	Yes
Vacation Leave(10)	Yes	Yes	Yes	Yes
Sick Leave (11.2) WCB Leave(11.6)	Yes	Yes	Yes	Yes
Sick Leave without pay including EDB	No	Yes	Yes	Yes
Compassionate Leave (12)	Yes	Yes	Yes	Yes
Adoption Leave (13.2) Maternity Leave (13.1)	No	Yes	Yes	Yes
Maternity Leave - Sick Leave Portion	Yes	Yes	Yes	Yes
Jury Duty Leave 14.1(b)	Yes	Yes	Yes	Yes
Union Leave (15)	Yes	Yes	Yes	Yes
Education Leave (16)	No except 6.5(b)	Yes	Yes	Yes
Layoff	No	Yes	No	Yes

**Note:** It is not intended that this chart shall supersede any clause in the Collective Agreement.



## LETTERS OF UNDERSTANDING

### Subrogation Rights

The following provisions apply to Article 11 - Sick Leave and Article 19 - Benefits:

1. All employees covered by the articles set out above do hereby on their behalf and on behalf of their dependents assign to the Employer in consideration of benefits provided in the said articles all rights or recovery against any person whose action caused or contributed to an occurrence giving rise to the payments under such articles to any employee and/or the employee's dependents. The Employer shall thereby subrogate to any rights the employee or the employee's dependents may have against any such third party for any amounts paid pursuant to the said articles or for which there is liability under the said articles. When the net amount recovered is after deduction of the costs of recovery not sufficient to provide complete indemnity for the loss suffered the amount remaining shall be divided between the Employer and the employee in the proportion by which the loss has been born by them.
2. The employees on their own and on their dependents' behalf agree that the said subrogated rights of the Employer may be exercised by the Employer bringing action for recovery in the name of the employee and/or dependent of the employee directly against a third party or by the Employer assigning its rights of subrogation to the employee or the employee's dependent in care of the solicitor representing such employee or employee's dependent. Such assignment will be on the basis that the Employer shall negotiate in its sole discretion such amount by way of legal fees and costs in connection with collecting monies paid to the employee under the articles as it deems acceptable.
3. The Employer shall pay into the appropriate insurance plan where applicable or credit the employee's sick leave entitlement where applicable any monies received as a result of exercising the aforesaid subrogation rights less legal fees and costs incurred and the member status and/or entitlement shall be restored to the extent of such monies applied.

## Letter of Understanding Re: Electronic Staffing Rounds

The parties agree, effective September 1, 2013, the Employer shall utilize an "Electronic Staffing Rounds" to recall continuous employees to positions prior to the application of clauses 5.1(a) and 21.2. The Electronic Staffing Rounds will consist of the following:

- (a) In June of each year, the Employer will determine the number of, frequency of and dates of Electronic Staffing Rounds in consultation with the Union. Further, should changes be required the Employer will notify the Union prior to communicating with affected continuous employees.
- (b) A memorandum outlining the Electronic Staffing Rounds will be sent to affected continuous employees prior to the end of June of the school year.
- (c) All Electronic Staffing Rounds will open on Tuesdays at 9:00 a.m. and close on Thursdays at 9:00 a.m.
- (d) Recall employee participation is recommended but not required in Electronic Staffing Round 1. Non-participation will not be considered a "refusal."
- (e) Recall employees are required to participate in all subsequent Electronic Staffing Rounds. It will be considered a "refusal", in accordance with Article 21.2, for not participating in the required Electronic staffing Rounds. Participating involves viewing the list of recall position(s) emailed to recall employees during the Round and the recall employee providing a written indication of the position(s) they are interested in being placed into, or the recall employee providing written indication that they are not interested in the current positions posted in the Electronic Staffing Round. For the purposes of this clause, written notification by employees shall be via email and provided to the Employer designate as defined by Human Resource Services.
- (f) Following any Electronic Staffing Round, vacant positions will be posted, via competition, in accordance with Article 5 of the Collective Agreement.
- (g) Following the posting of vacant positions from the final Electronic Staffing Round, the Employer will recall continuous employees to positions in accordance with clauses 5.1(a) and 21.2 of the Collective Agreement.

Unless the parties mutually agree to extend this timeline, this letter of understanding shall expire and have no further force and effect on the earlier of August 31, 2015, or the last day of the newly negotiated term.

## Letter of Understanding Re: Union Engagement In New Employee Orientations

The Employer is currently developing a revised orientation process for new employees. Notwithstanding, effective the first of the month following ratification of the collective agreement, the parties agree to trial a process which provides an opportunity for the new employees to meet with a Union representative during the employee's orientation. The meeting will be arranged at a mutually agreeable time. Unless agreed to otherwise by the parties, this letter shall expire and have no further force and effect as of June 30, 2015.

## Letter of Understanding Re: Contracting Out

The Employer has neither identified nor communicated any intention to contract out the services which are contemplated by the bargaining certificate held by the Union. Notwithstanding, the parties share an interest in engaging in open dialogue on such matters and in a reasonable and timely fashion; for the purposes of seeking to understand one another, to clarify respective interests, and to consider potential alternatives to contracting out.

Unless agreed to otherwise by the parties, where either party requests a meeting to discuss interests related to contracting out, the parties shall endeavor to meet within thirty (30) calendar days.

Any decisions reached at such meetings will be communicated in a manner that is mutually agreeable to the parties.

Unless agreed to otherwise by the parties, this letter shall expire and have no further force and effect as of August 31, 2016.

## Letter of Understanding Re: Trial of Flexible Scheduling

The parties agree to trial flexible scheduling as follows:

Where the Employer and the Union agree, an alternate, flexible schedule may be implemented provided the operational needs of the affected schools and sites are accommodated, and it does not result in additional costs to the Employer.

This letter of understanding shall cease to exist and have no further force and effect as of August 31, 2016, unless the parties mutually agree to an alternate timeline.



EDMONTON  
CATHOLIC SCHOOLS



Unifor Local 52A