

COLLECTIVE AGREEMENT

Effective September 1, 2009

and

Ending August 31, 2011

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

The Edmonton Catholic Support Staff Association

– CEP Local 52A,

herein referred to as the "Local"

of the second part

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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 Communications, Energy and Paperworkers Union - Local 52A, hereinafter referred to as the "Local", as the sole bargaining agent for those employees whose positions of employment are included under Certificate Number 264-98. 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 with equal representation from the Employer and Local. 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 (15th) 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.

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.
- 4.8 Classification groupings shall be as follows:
- Administrative Support
 - Coordinator and Counselor
 - Instructor
 - Media Resources
 - Printing Services
 - Special Needs Teacher Assistant
 - Teacher Assistant
- 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 in a designated location at each site and/or posted electronically for at least five (5) calendar days with a minimum of three (3) working days.
- (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 if it is an increase in level or increase of 0.2 FTE or greater. 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 posted on the District portal by the 5th working day of the next school month for at least three (3) working days.

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's performance in the new position prove to be unsatisfactory, or 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 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

- (a) When 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 by greater than 0.1.
- (d) An employee may choose not to be placed on the reassignment list and may accept the position with the reduced FTE.
- (e) Should a continuous employee have their hours reduced by 0.1 F.T.E. in 2 consecutive years they may choose to accept the position or be placed on the reassignment list.
- (f) 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.
 - ii) The employee shall not be required to accept a position with a F.T.E. decrease from their current assignment of greater than 0.1 F.T.E.
- (g) Employees shall not increase their FTE by more than 0.1 as a result of bumping the least senior employee.
- (h) An employee that has been bumped in accordance with (f) above will be laid off according to Article 21 – Layoff.
- (i) 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).

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 which they are normally entitled.
- (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 times 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.
- 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) Step 7 and 8 increments shall be granted to an employee on the anniversary date of their unbroken continuous or probationary service, provided that the employee has completed at least nine (9) years of unbroken service for step 7, and at least fourteen (14) years of unbroken service for step 8.

- (c) Long service increments shall be granted to 10 month employees on the 7th, 15th, and 24th anniversary dates of their unbroken service as identified in Appendix A - Salary Schedule - 10 month employees.
 - (d) 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 next higher salary step (from their present salary) in the new level, plus one (1) additional step.
 - (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.

ACTING PAY

- 6.8 (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.

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.

- (d) 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.
- 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.
- 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 | ○ First Monday in August |
| ○ Family Day | ○ Labour Day |
| ○ Good Friday | ○ Thanksgiving Day |
| ○ Easter Monday or Monday of Spring Break | ○ Remembrance Day |
| ○ Victoria Day | ○ Christmas Day |
| ○ Canada 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:
- (a) An employee shall earn one and one quarter (1 1/4) days vacation for every full month worked (i.e. fifteen (15) days for every 12 months worked, twelve and a half (12 1/2) days for every 10 months worked).
 - (b) Upon completion of seven (7) years of service, a twelve month employee shall begin to earn one and two thirds (1 2/3) days vacation for every full month worked (i.e. twenty (20) days for every 12 months worked).
 - (c) Upon completion of fifteen (15) years of service a twelve month employee shall begin to earn two and one twelfth (2 1/12) days vacation for every full month worked (i.e. twenty five (25) days for every 12 months worked).
 - (d) Upon completion of twenty four (24) years of service a twelve month employee shall begin to earn two and one half (2 1/2) days vacation for every full month worked (i.e. thirty (30) days for every 12 months worked).
 - (e) The above entitlements will be pro-rated for part time employees based on their F.T.E.

- 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.
- 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.

ARTICLE 12 - COMPASSIONATE LEAVE

- 12.1 (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 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.
- 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.

ARTICLE 13 - PARENTAL LEAVE

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 thirty (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.
- 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 accordance with the most current staffing procedures.
- 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 its 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.

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

Where a ten month employee requests attendance at a district sponsored professional development opportunity where they would normally be required to take vacation, they shall be granted one professional development day per school year at their basic rate of pay. Such professional development day not taken in each school year shall not be carried forward to subsequent school years.

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.

- (b) 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, effective September 1, 2008 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
 - (d) 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.

21.1 (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 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 and address.

(d) Employees being recalled shall notify the Employer of their intent to accept recall within forty-eight (48) hours of the date of the telephone call 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 forty-eight (48) hours shall be deemed to have terminated employment with the Employer and shall forfeit any rights to recall.

21.3 The Employer shall, during the months of November and May in 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) 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.
- (c) 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.
- (d) An employee failing to give satisfactory explanation shall be considered to 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;
 - iv) They have abandoned their position.
- (e) 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) 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.
- 23.1 (f) In the event that disciplinary documentation is placed in the employee's Human Resource record, the Local shall be informed.
- (g) It is the understanding of the parties that an employee may request Local representation at any point in the grievance procedure.
- (h) 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 Grievance Committee

The Assistant Superintendent of Human Resource Services shall convene a meeting of the Grievance Committee within ten (10) days of the decision of the Employee Relations Manager under Step 2.

The Grievance Committee, consisting of a trustee, the Assistant Superintendent of Human Resource Services and one senior administrator will meet as needed. The Manager of Employee Relations shall act as secretary to the committee. The committee shall meet to hear evidence regarding the grievance from the employee and/or their Local representative and shall render a decision within five (5) working days of that meeting.

Step 4 (Arbitration)

If the grievance is not settled at Step 3, the Employer or the Local may, within ten (10) working days following the conclusion of Step 3, 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 insure 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, 2009 and shall remain in full force and effect through August 31, 2011 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 ninety (90) days and not more than two hundred ten (210) days prior to the expiry date. In the event the foregoing notice is served, the parties shall commence collective bargaining within sixty (60) days of receipt of such notice. The parties may, by mutual agreement, extend the 60 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.

APPENDIX A – SALARY SCHEDULE

The above rates of pay shall be increased based upon the following general increase to all classifications:

Effective September 1, 2009	AAWE
Effective September 1, 2010	AAWE – negative increase not implemented

IN WITNESS WHEREOF; the Board and the Local have caused these presents to be executed by their duly authorized representatives on the ____ day of _____, 20____, at Edmonton, Alberta.

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

Board Chairperson, Debbie Engel

Witness

Superintendent, Joan Carr

Witness

FOR: The Edmonton Catholic Support Staff Association – CEP Local 52A

CEP Representative, Rick Klimchuk

Witness

President, Denise White

Witness

APPENDIX A – SALARY SCHEDULE

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

EFFECTIVE SEPTEMBER 1, 2009 12 MONTH SALARY SCHEDULE

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Level 1	2139	2246	2352	2459	2566	2672	2778	2881	2988
Level 2	2356	2479	2595	2715	2838	2958	3075	3198	3317
Level 3	2573	2711	2843	2974	3109	3237	3370	3506	3639
Level 4	2795	2941	3087	3233	3379	3522	3674	3819	3963
Level 5	3022	3178	3332	3492	3648	3802	3963	4123	4282
Level 6	3249	3417	3585	3751	3921	4086	4257	4425	4593
Level 7	3475	3651	3834	4006	4192	4370	4551	4728	4907
Level 8	3710	3895	4082	4272	4458	4646	4835	5021	5208
Level 9	3940	4139	4337	4528	4728	4925	5125	5318	5513

EFFECTIVE SEPTEMBER 1, 2010 12 MONTH SALARY SCHEDULE

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Level 1									
Level 2									
Level 3									
Level 4									
Level 5									
Level 6									
Level 7									
Level 8									
Level 9									

EFFECTIVE SEPTEMBER 1, 2009 10 MONTH SALARY SCHEDULE

		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Level 1										
First 7 years		2139	2246	2352	2459	2566	2672	2778	2881	2988
After 7 years	A	2182	2291	2399	2508	2617	2725	2834	2939	3048
After 15 years	B	2225	2336	2446	2557	2669	2779	2889	2996	3108
After 24 years	C	2267	2381	2493	2607	2720	2832	2945	3054	3167
Level 2										
First 7 years		2356	2479	2595	2715	2838	2958	3075	3198	3317
After 7 years	A	2403	2529	2647	2769	2895	3017	3137	3262	3383
After 15 years	B	2450	2578	2699	2824	2952	3076	3198	3326	3450
After 24 years	C	2497	2628	2751	2878	3008	3135	3260	3390	3516
Level 3										
First 7 years		2573	2711	2843	2974	3109	3237	3370	3506	3639
After 7 years	A	2624	2765	2900	3033	3171	3302	3437	3576	3712
After 15 years	B	2676	2819	2957	3093	3233	3366	3505	3646	3785
After 24 years	C	2727	2874	3014	3152	3296	3431	3572	3716	3857
Level 4										
First 7 years		2795	2941	3087	3233	3379	3522	3674	3819	3963
After 7 years	A	2851	3000	3149	3298	3447	3592	3747	3895	4042
After 15 years	B	2907	3059	3210	3362	3514	3663	3821	3972	4122
After 24 years	C	2963	3117	3272	3427	3582	3733	3894	4048	4201
Level 5										
First 7 years		3022	3178	3332	3492	3648	3802	3963	4123	4282
After 7 years	A	3082	3242	3399	3562	3721	3878	4042	4205	4368
After 15 years	B	3143	3305	3465	3632	3794	3954	4122	4288	4453
After 24 years	C	3203	3369	3532	3702	3867	4030	4201	4370	4539
Level 6										
First 7 years		3249	3417	3585	3751	3921	4086	4257	4425	4593
After 7 years	A	3314	3485	3657	3826	3999	4168	4342	4514	4685
After 15 years	B	3379	3554	3728	3901	4078	4249	4427	4602	4777
After 24 years	C	3444	3622	3800	3976	4156	4331	4512	4691	4869
Level 7										
First 7 years		3475	3651	3834	4006	4192	4370	4551	4728	4907
After 7 years	A	3545	3724	3911	4086	4276	4457	4642	4823	5005
After 15 years	B	3614	3797	3987	4166	4360	4545	4733	4917	5103
After 24 years	C	3684	3870	4064	4246	4444	4632	4824	5012	5201
Level 8										
First 7 years		3710	3895	4082	4272	4458	4646	4835	5021	5208
After 7 years	A	3784	3973	4164	4357	4547	4739	4932	5121	5312
After 15 years	B	3858	4051	4245	4443	4636	4832	5028	5222	5416
After 24 years	C	3933	4129	4327	4528	4725	4925	5125	5322	5520
Level 9										
First 7 years		3940	4139	4337	4528	4728	4925	5125	5318	5513
After 7 years	A	4019	4222	4424	4619	4823	5024	5228	5424	5623
After 15 years	B	4098	4305	4510	4709	4917	5122	5330	5531	5734
After 24 years	C	4176	4387	4597	4800	5012	5221	5433	5637	5844

**EFFECTIVE SEPTEMBER 1, 2010
10 MONTH SALARY SCHEDULE**

		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Level 1										
First 7 years										
After 7 years	A									
After 15 years	B									
After 24 years	C									
Level 2										
First 7 years										
After 7 years	A									
After 15 years	B									
After 24 years	C									
Level 3										
First 7 years										
After 7 years	A									
After 15 years	B									
After 24 years	C									
Level 4										
First 7 years										
After 7 years	A									
After 15 years	B									
After 24 years	C									
Level 5										
First 7 years										
After 7 years	A									
After 15 years	B									
After 24 years	C									
Level 6										
First 7 years										
After 7 years	A									
After 15 years	B									
After 24 years	C									
Level 7										
First 7 years										
After 7 years	A									
After 15 years	B									
After 24 years	C									
Level 8										
First 7 years										
After 7 years	A									
After 15 years	B									
After 24 years	C									
Level 9										
First 7 years										
After 7 years	A									
After 15 years	B									
After 24 years	C									

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 kilometre 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 6.5(c)	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(d)	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.



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