

Memorandum of Agreement between

Edmonton Catholic School District #7

-and-

The Edmonton Catholic Support Staff Association –

CEP Local 52A

5.1 (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 ~~three (3) working days~~ **at least 5 calendar days with a minimum of 3 working days.**

5.1 (d) - A continuous employee may apply for a temporary posting if it is an increase in ~~classification level~~ or increase of 0.2 FTE or greater. Upon completion of the temporary position, the continuous employee will ~~return to their previous~~ **be placed in a vacant assignment equal to the classification, level and FTE of the position they held prior to the temporary position.** ~~unless unavailable then the position will be subject to Article 5.5.~~ The continuous employee will continue to accrue seniority during the term of the temporary position. ~~The continuous employee's position will be filled by a temporary employee as per Article 4.3. This position need not be posted.~~

5.1 (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** in a designated location at each site for ~~three (3) working days.~~

5.3 (a) - ~~Effective September 1, 2007,~~ 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.

5.4 (a) - ~~Effective September 1, 2007,~~ 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.

5.5 (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.**

5.5 (d) - An employee may choose not to be placed on the reassignment list and may accept the position with the reduced ~~hours~~ **FTE.**

5.5 (g) – Employees shall not ~~gain monetarily from bumping the least senior employee~~ **increase their FTE by more than 0.1 as a result of bumping the least senior employee.**

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.**

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.

8.1 (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

8.1 (c) - When an employee is called from home to work overtime, the employee shall be paid a minimum of two hours pay at the appropriate **employee's** overtime rates.

8.3 - Overtime shall be paid **or time in lieu taken or 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.

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.

12.1 (b) - In the event of a death of a ~~grandparent, grandchild,~~ 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, ~~or~~ parent, **brother, sister, or 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.

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.**

14.1 (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 ~~sixty (60)~~ **thirty (30)** calendar days shall ~~complete a second probationary year~~ **have their probationary period extended equivalent to the length of the jury duty.**

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, ~~and when attendance at this activity has been approved by their supervisor,~~ 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.

~~Applications for such professional development opportunities shall be made in writing to the supervisor at least five (5) school days in advance of the professional development opportunity.~~

ARTICLE 19 - RETIREMENT

~~Upon retirement employees will be eligible to receive a bonus of one hundred dollars (\$100.00) per year of unbroken service, if they are at least fifty (50) years of age and they have at least ten (10) years unbroken service with the Employer.~~ **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.

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.**

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 and employee and their supervisor, the employee feels that the meeting has become disciplinary in nature, the employee has the right to request Local representation.**

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

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

**On Behalf of the Board of Trustees
Of the Edmonton Catholic School District
#7**

**On Behalf of the Edmonton Catholic
Support Staff Association – CEP
Local 52A**

Witness

Witness

Date

Date